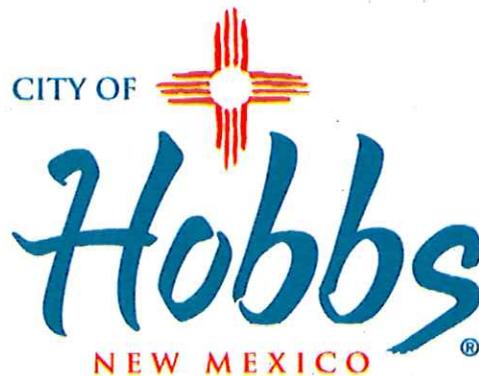


Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

Marshall R. Newman

Christopher R. Mills

Patricia A. Taylor

Joseph D. Calderón

Dwayne Penick

Don R. Gerth

Acting City Manager

Manny Gomez

February 25, 2019



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

Monday, February 25, 2019 - 6:00 p.m.

Sam D. Cobb, Mayor

Marshall R. Newman
Commissioner - District 1

Christopher R. Mills
Commissioner - District 2

Patricia A. Taylor
Commissioner - District 3

Joseph D. Calderón
Commissioner - District 4

Dwayne Penick
Commissioner - District 5

Don R. Gerth
Commissioner - District 6

A G E N D A

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

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the February 4, 2019, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

2. Presentation of Life Saving Awards to Police Officer Matthew Olenick and Police Officer Zakariah Dale (*Police Chief Chris McCall*)

3. Recognition of Employee Milestone Service Awards and Retirements for February, 2019:
 - ▶ 5 years - Isaac Holguin, CORE
 - ▶ 10 years - Georgina Morales, Motor Vehicle Department
 - ▶ 10 years - Peter Zacharias, Utilities
 - ▶ 20 years - Chris McCall, Police Department (**Retirement**)
 - ▶ 20 years - Susie Banks, Finance Department (**Retirement**)
 - ▶ 25 years - Allen Garrison, Code Enforcement
 - ▶ 25 years - Dalia Conken, Senior Center (**Retirement**)

PUBLIC COMMENTS *(Citizens who wish to speak must sign the Public Comment Registration Form located in the Commission Chamber prior to the beginning of the meeting.)*

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.)*

4. Resolution No. 6761 - Opposing Changes in the Legislative Capital Outlay Distribution Process *(Mayor Sam Cobb)*
5. Resolution No. 6762 - Opposing House Bill 206 Relating to the Environmental Review Act *(Mayor Sam Cobb)*

DISCUSSION

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

6. Resolution No. 6763 - Authorizing and Establishing 2020 Census Complete Count Committee *(Meghan Mooney, Communications Director)*
7. Consideration of Approval of Agreements Establishing Tournament Fees with Permian Basin USSSA Baseball, Hobbs USSSA Girls Fastpitch Softball and Hobbs USSSA Adult Slowpitch Softball *(Doug McDaniel, Parks & Recreation Director)*
8. Consideration of Approval of RFP No. 507-19 for Purchase of Commercial Rated Turf Maintenance Equipment for Rockwind Community Links and Recommendation to Accept Proposal from Austin Turf and Tractor *(Doug McDaniel, Parks & Recreation Director, and Matt Hughes, Superintendent Rockwind Community Links/Lovington Hwy. Trail)*

9. Resolution No. 6764 - Approving a Development Agreement with Black Gold Estates Concerning the Development of Market Rate Single-Family Housing Units (*Kevin Robinson, Development Director*)
10. Resolution No. 6765 - Approving a Development Agreement with Property Management Plus, LLC, Concerning the Development of Market Rate Single-Family Housing Units (*Kevin Robinson, Development Director*)
11. Resolution No. 6766 - Approving a Development Agreement with Lemke Development, Inc., Concerning the Development of Market Rate Single-Family Housing Units (*Kevin Robinson, Development Director*)
12. Resolution No. 6767 - Approval of Final Plan for Albertson Block 1 Subdivision as Submitted by Property Owner, J. F Maddox Foundation (*Kevin Robinson, Development Director*)
13. Resolution No. 6768 - Approval of Final Plan for The Meadows, Unit 1 Subdivision, as Submitted by Property Owner, Lemke Development (*Kevin Robinson, Development Director*)
14. Resolution No. 6769 - Approval of Final Plan for Lot 4, Midway Acres Subdivision, Unit 2, as Submitted by Property Owner, Frank Trujillo (*Kevin Robinson, Development Director*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

15. Next Meeting Date:
 - ▶ City Commission Regular Meeting
Monday, March 4, 2019, 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. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk's Office if a summary or other type of accessible format is needed.



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 25, 2019

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: February 20, 2019
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- ▶ Regular Commission Meeting of February 4, 2019

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

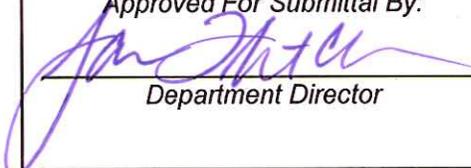
Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

Minutes of the regular meeting of the Hobbs City Commission held on Monday, February 4, 2019, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico.

Call to Order and Roll Call

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

Mayor Pro Tem Joseph D. Calderón
Commissioner Marshall R. Newman
Commissioner Christopher Mills
Commissioner Patricia A. Taylor
Commissioner Dwayne Penick
Commissioner Don Gerth

Absent: Mayor Sam D. Cobb

Also present: Manny Gomez, Acting City Manager/Fire Chief
Efren Cortez, City Attorney
Chris McCall, Police Chief
Brian Dunlap, Deputy Police Chief
Clipper Miller, Police Captain
Shane Blevins, Police Lieutenant
Chad Wright, Police Captain
Barry Young, Deputy Fire Chief
Kevin Shearer, Fire Captain
Tim Woomer, Utilities Director
Shelia Baker, General Services Director
Kevin Robinson, Development Director
Doug McDaniel, Parks and Recreation Director
Matt Hughes, Golf Superintendent
Meghan Mooney, Communications Director
Robert Hamilton, Reference Librarian
Nicholas Goulet, Human Resources Director
Tracy South, Assistant Human Resources Director
Shannon Carter-Arguello, Municipal Court Administrator
Ron Roberts, Information Technology Director
Toby Spears, Finance Director
Ann Betzen, Risk Manager/Executive Assistant
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
10 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Taylor moved that the minutes of the regular meeting held on January 22, 2019, be approved as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Penick yes, Gerth yes, Calderón yes. The motion carried.

Closed Session

The City Commission convened in closed executive session on Tuesday, January 29, 2019, at 6:00 p.m. for the discussion of limited personnel matters, specifically the hiring of a City Manager. The matter discussed in the closed meeting were limited only to the discussion of that item as specified. No action was taken during the meeting.

Proclamations and Awards of Merit

There were no proclamation or awards of merits presented to the Commission.

Public Comments

Mayor Pro Tem Calderón stated any citizens wishing to speak during Public Comments need to sign the form provided in the entry of the Commission Chamber. For the record, Mr. Chad Cooper signed the Public Comment Registration Form wishing to speak.

Mr. Chad Cooper, an advisor for Gateway Financial Services located at 110 West Clinton, introduced himself and invited the City Commission and audience to attend a dinner to meet the Financial Team for Gateway Financial. The dinner will be held on March 4, 2019, at 6:00 p.m. at the Lea County Event Center. Mr. Cooper requested all attendees to RSVP with Ms. Sheila Ply at (575) 393-4577.

Consent Agenda

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

Commissioner Newman moved for approval of the following Consent Agenda Item(s):
Resolution No. 6757 - Approving the FY 2019 DFA 2nd Quarter Financial Report.

Resolution No. 6758 - Approving the FY 2019 Lodgers' Tax DFA 2nd Quarter Financial Report.

Consideration of Approval of a Memorandum of Understanding with the Hobbs Municipal Schools for Field Use at Veterans Memorial Complex.

Commissioner Taylor seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Penick yes, Gerth yes, Calderón yes. The motion carried. Copies of the application and supporting documentation are attached and made a part of these minutes.

Discussion

2020 Census Update.

Ms. Meghan Mooney, Communications Director, presented the 2020 Census Update. She stated the Convention & Visitors Bureau (CVB) staff is currently assembling the 2020 Census Complete Count (CCC) Committee for Hobbs. Ms. Mooney stated the CCC will have to be approved by the Commission in the form of a resolution which will be presented at the next City Commission meeting. She explained the importance of having a CCC to create awareness in communities all across the country. The CCC utilizes local knowledge, influence, and resources to educate communities and promote the census through locally based, targeted outreach efforts. It also provides a vehicle for coordinating and nurturing cooperative efforts between tribal, state, and local governments; communities; and the Census Bureau. This enables the Census Bureau to get a complete count in 2020 through partnerships with local governments and community organizations.

Ms. Mooney stated the CCC will be gathering and disseminating information to the public about the importance of filling out the Census forms, as well as receiving training that will be critical to increase Census self-reporting by the community.

Action Items

Resolution No. 6759 - Approving an Affordable Housing Funding Commitment and Letter of Financial Support to YES Housing, Inc., for a Proposed Affordable Housing Complex to be Located Near the Southwest Corner of the Intersection of Navajo and Dal Paso.

Mr. Kevin Robinson, Development Director, stated YES Housing, Inc. has proposed to finance and develop a 72-unit affordable housing complex on developer controlled property located near the southwest corner of Navajo and Dal Paso. He stated the project will be rent restricted to 30% to 80% below the area median income and will utilize income averaging to meet federal standards. Mr. Robinson explained the project's Total Development Cost (TDC) is \$15,700,000.00 so a local contribution of 10% of TDC would earn the developer ten points in scoring toward LIHTC funding. He stated the Hobbs Municipal Code Chapter 3.14 allows the City to extend financial incentives to stimulate the development and construction of affordable housing projects for multi-family housing. In order to qualify, the project must be considered an Affordable Housing Project according to the City's Affordable Housing Plan and must also be approved and funded by the New Mexico Mortgage Finance Authority (MFA). Mr. Robinson further explained the proposed resolution proposes that the City make a conditional offer of financial assistance in an amount to be determined but not to exceed 10% of TDC, to include waiver of development fees to YES Housing, Inc., if the proposed project is funded by the state and developed. He continued to state the Letter of Financial Support gives approval to the project and commits the funding, contingent on the developer receiving an allocation of LIHTC's funding during the 2019 MFA cycle and subject to a budget expenditure adjustment. Mr. Robinson clarified that if Yes Housing, Inc., does not receive credits from MFA, the project cannot be funded by the City. He stated two years ago, the City approved a similar request but the project did not get approved by MFA; therefore, there were no City funds allocated. Mr. Robinson stated a total of six Affordable Housing Projects have been awarded to developers for Hobbs.

Following a lengthy discussion regarding the location of the project, property access, school occupancy and income level rent, Commissioner Gerth moved to approve Resolution No. 6759, as presented. Commissioner Penick seconded the motion and the vote was recorded as follows: Newman no, Mills yes, Taylor yes, Gerth yes, Penick yes, Calderón yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 6760 - Approving a Development Agreement with Gold Creek Homes Concerning the Development of Market Rate Single-Family Housing Units.

Mr. Robinson stated Gold Creek Homes has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. He stated the developer proposes to produce market rate single-family units and is requesting infrastructure incentives in the amount of \$100,000.00. Mr. Robinson stated this is a continuation of the housing development in the Homestead Estates Subdivision south of Bender Street near the Taylor Ranch property.

Commissioner Taylor stated within the Development Agreement for Gold Greek Homes, in the paragraph on Page 2, it reads "One Hundred Thousand Dollars" but states "\$1,000,000.00" in parentheses. Mr. Robinson stated that is an error and it should also read \$100,000.00. Mr. Efren Cortez, City Attorney, requested the Commission amend the Development Agreement by motion and then separately approve the Development Agreement as amended.

Commissioner Taylor moved to amend the Market Rate Single Family Development Agreement for Gold Greek Homes, Page 2, to read \$100,000.00 instead of \$1,000,000.00. Commissioner Mills seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Gerth yes, Penick yes, Calderón yes. The motion carried.

Commissioner Newman then moved to approve Resolution No. 6760 with the Development Agreement as amended. Commissioner Gerth seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Gerth yes, Penick yes, Calderón yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Consideration and Approval of RFP No. 506-19 to Furnish Water and Wastewater Cost of Service and Rate Design Study and Recommendation to Accept the Proposal from NewGen Strategies & Solutions.

Mr. Tim Woomeer, Utilities Director, explained RFP 506-19 to furnish Water and Wastewater Cost of Service and Rate Design Study. He stated the City received proposals from six qualified consulting firms for the purpose of entering into a professional services agreement to study various rate and utilities service policy alternatives for the City's water and wastewater utility system. He stated the study is intended to achieve a water and wastewater rate structure that will assure adequate revenues for operations, debt service, capital improvements, bond covenant requirements and to ensure that each service is operated on a self-sustaining basis while considering the economic impact on the utility system's customers.

Commissioner Penick moved to approve awarding the RFP to furnish water and wastewater cost of service and rate design study to NewGen Strategies & Solutions in the amount not to exceed \$47,880.00 not including gross receipts tax. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Penick yes, Gerth yes, Calderón yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Consideration of Approval of Agreements Establishing Tournament Fees with Permian Basin USSSA Baseball, Hobbs USSSA Girls Fastpitch Softball and Hobbs USSSA Adult Slowpitch Softball.

Mr. Doug McDaniel, Parks & Recreation Director, explained the agreements and stated with the completion of the \$5.2 million artificial turf installation project at the Veterans Memorial Complex in 2015, the City of Hobbs entered into agreements with United States Sports Specialty Association (USSSA) entities to utilize Veterans Memorial Complex to host youth baseball, girls fastpitch softball, and adult slowpitch softball tournaments. He stated these tournaments, which take place on weekends, have assisted greatly with economic development efforts related to bringing visitors to Hobbs to lodge in local hotels, dine at local restaurants and shop at Hobbs' retail establishments. Mr. McDaniel stated in 2019, USSSA has requested hosting nine slowpitch softball tournaments, three girls fastpitch softball tournaments, one All American Games Tryout (girls fastpitch) and five youth baseball tournaments. He stated since 2015, these USSSA entities have paid more than \$80,000 in tournament fees to the City of Hobbs. Mr. McDaniel stated the previous agreement with USSSA provided for those funds to be spent on field improvements at the Veterans Memorial Complex as does the proposed agreements being presented.

Mr. McDaniel stated the following fees are being proposed for current agreements:

<u>Event</u>	<u>Proposed Fee*</u>	<u>Previous Fee*</u>
Adult Slowpitch Softball	\$30 per team	\$25 per team
Girls Fastpitch Softball	\$25 per team	\$35 per team
Youth Baseball	\$25 per team	\$50 per team

*The fee is collected only from teams who are not registered as Hobbs teams.

Commissioner Mills stated the USSSA is not passing on the savings to the Hobbs teams as they are being charged the same amount as out of town teams. He stated each team is charged \$475.00 to play as a team and a \$100.00 gate fee. Commissioner Mills stated the gate fee allows everyone to enter the ball park at no cost. He requested a discussion with USSSA representatives to discuss the amount being charged to Hobbs teams.

Mr. McDaniel stated the amount charged by USSSA covers costs of umpiring fees that include lodging, meals and pay for the umpires who are all generally from out of town. He stated additionally, the City of Hobbs and Permian Basin USSSA previously partnered on the purchase of ten portable pitching mounds that are used for youth baseball tournaments. Mr. McDaniel stated the Permian Basin USSSA has reimbursed the City of Hobbs for the full amount as stated in the previous agreement in the amount of \$13,493.16.

Following some brief discussion, Commissioner Mills moved to table the agreements establishing tournament fees with Permian Basin USSSA Baseball, Hobbs USSSA Girls Fastpitch Softball and Hobbs USSSA Adult Slowpitch Softball until a discussion takes place with the USSSA representatives. Commissioner Penick seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Penick yes, Gerth yes, Calderón yes. The motion carried.

In response to Commissioner Gerth's question, Mr. McDaniel stated the USSSA agreements were not discussed only with the City Manager only and they did not go before the Community Affairs Board.

Comments by City Commissioners, City Manager

Mayor Pro Tem Calderón stated the next regular Commission meeting will be held on Monday, February 25, 2019.

Acting City Manager/Fire Chief Gomez stated he and several members of the Commission attended the Evening with Lea County event in Santa Fe, Ne Mexico, on January 30 and 31, 2019. He stated the event was hosted by the Economic Development Corporation and they did an excellent job. He stated it was an honor to witness Past Senator Carroll Leavell being recognized for the Human Energy Public Service Award. Acting City Manager/Fire Chief Gomez stated he attended bill discussions regarding the Fire Marshal's Office moving away from the PRC and PERA changes which would increase the employee and employer's cost into the program.

Acting City Manager/Fire Chief Gomez stated the first Spanish CPR class was recently held at the Hobbs Fire Department and there were 29 participants which shows an interest in the new class format.

Commissioner Gerth thanked everyone for attending tonight's meeting. He stated he was not able to attend the Evening with Lea County but he will be attending the New Mexico Municipal Day which includes the NMML Board meeting.

Commissioner Mills stated he has concerns regarding the Hobbs High School students parking in neighborhood residential areas and not utilizing the school's student parking lot. Police Chief Chris McCall stated a meeting has been scheduled for tomorrow at 9:00 a.m. with Mr. T. J. Parks, Hobbs Municipal Schools Superintendent, Mr. Todd Randall, City Engineer, the City Attorney's Office and himself to more fully discuss the issue.

Commissioner Taylor thanked Commissioner Mills for addressing the Hobbs High School student parking concern.

Commissioner Taylor stated she also attended the Evening with Lea County and it was a great event. She stated the City of Hobbs was a Platinum Sponsor and she was disappointed because there was not a table reserved for the City.

Commissioner Taylor bragged on the CORE facility and stated she appreciates Hobbs for all the amenities it does have.

Commissioner Penick stated he also attended the Evening with Lea County and it was a great event. He also thanked everyone for attending tonight's meeting. He stated he is honored to serve as a Commissioner for the City of Hobbs.

Mayor Pro Tem Calderón stated he also attended the Evening with Lea County. He stated he met with Lt. Governor Howie C. Morales and had a good discussion.

Adjournment

There being no further business or comments, Commissioner Newman moved that the meeting adjourn. Commissioner Penick seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, and Gerth yes. The motion carried. The meeting adjourned at 7:35 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

February Milestones

25 years

Allen Garrison	Code Enforcement	02/28/1994
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20 years

Chris McCall	HPD	02/01/1999
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Susie Banks	Finance	02/08/1999
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10 years

Georgina Morales	DMV	02/02/2009
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Peter Zacharias	Utilities	02/11/2009
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5 years

Isaac Holguin	Core	02/19/2014
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CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 25, 2019

SUBJECT: A Resolution Opposing Changes in the Legislative Capital Outlay Distribution Process

DEPT. OF ORIGIN: Administration
DATE SUBMITTED: February 15, 2019
SUBMITTED BY: Sam D. Cobb, Mayor

Summary:

This Resolution opposes changes in the Legislative Capital Outlay Distribution Process.

Fiscal Impact:

None

Reviewed By: _____
Finance Department

Attachments:

Resolution

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

The Commission should approve the Resolution..

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. 6761

A RESOLUTION OPPOSING CHANGES IN THE
LEGISLATIVE CAPITAL OUTLAY DISTRIBUTION PROCESS

WHEREAS, the City of Hobbs has been the beneficiary of Legislative Capital Outlay funding for many years; and

WHEREAS, the City of Hobbs has been able to improve and enhance our infrastructure and make much needed capital improvements with the funding we have received from the Legislature; and

WHEREAS, our local Legislators are very aware and cognizant of the needs of our community and the value capital projects bring to the economic development of our community; and

WHEREAS, local Legislators are more capable and better suited to make decisions on allocation of Legislative Capital Outlay Funds for projects for our community and the surrounding rural areas; and

WHEREAS, the current process of allocating capital outlay funding to individual Legislators has been a long and respected practice in New Mexico; and

WHEREAS, any changes to the practice of how capital outlay funds are distributed to Legislators and communities throughout the State will have an adverse impact on funding in some regions and localities in New Mexico,

THEREFORE, BE IT RESOLVED that the City Commissioners of Hobbs, New Mexico opposes any changes to individual Legislators, we further oppose the pooling of the funds and decision-making process for distribution of funds be transferred to a single

committee be considered by the 59th Session of the New Mexico Legislature. We fully support the existing system that allows each Legislator to weigh and determine the merits of the various capital outlay projects within their District.

PASSED, APPROVED and ADOPTED this 25th day of February, 2019 at Hobbs, New Mexico.

SAM D. COBB, Mayor

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 25, 2019

SUBJECT: A Resolution in Opposition to House Bill 206, The Environmental Review Act

DEPT. OF ORIGIN: Administration
DATE SUBMITTED: February 15, 2019
SUBMITTED BY: Sam D. Cobb, Mayor

Summary:

This Resolution opposes House Bill 206, The Environmental Review Act.

Fiscal Impact:

None

Reviewed By: _____
Finance Department

Attachments:

Resolution

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

The Commission should approve the Resolution..

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. 6762

A RESOLUTION IN OPPOSITION TO
HOUSE BILL 206, THE ENVIRONMENTAL REVIEW ACT

WHEREAS, in this 2019 Legislative Session, State Representatives Gail Chasey and Mimi Stewart have introduced House Bill 206, The Environmental Review Act; and

WHEREAS, the City of Hobbs is dedicated to sensible and reasonable economic development within Hobbs, Lea County, New Mexico; and

WHEREAS, the City of Hobbs has and will continue to require that all development and businesses comply with all local, state, and federal law in order to do business in Hobbs, Lea County, New Mexico; and

WHEREAS, development and businesses within Hobbs, Lea County, New Mexico benefit all of Lea County's, and New Mexico's, residents; and

WHEREAS, House Bill 206, The Environmental Review Act, as written (House Bill 206), would be a strong deterrent to new economic growth not only in Hobbs, Lea County, New Mexico, but many other municipalities and counties across New Mexico; and

WHEREAS, House Bill 206 would set in place legislative obstacles that will likely have a negative impact on the major industries in Southeast New Mexico; thus deterring new economic growth as well as interfering with existing businesses' opportunity to grow; and

WHEREAS, House Bill 206 is vague and overbroad as written, and as such would likely render conflicting and inconsistent results in its implementation while discouraging studies by prospective businesses thus inhibiting economic development;

THEREFORE, BE IT RESOLVED BY THE CITY COMMISSIONERS OF HOBBS,
NEW MEXICO that:

The City Commission stands against House Bill 206, as written, as it will deter and impede current businesses from growing and deter and impede further economic development within Hobbs, Lea County, New Mexico to the detriment of the citizens of Hobbs and all of Lea County's residents;

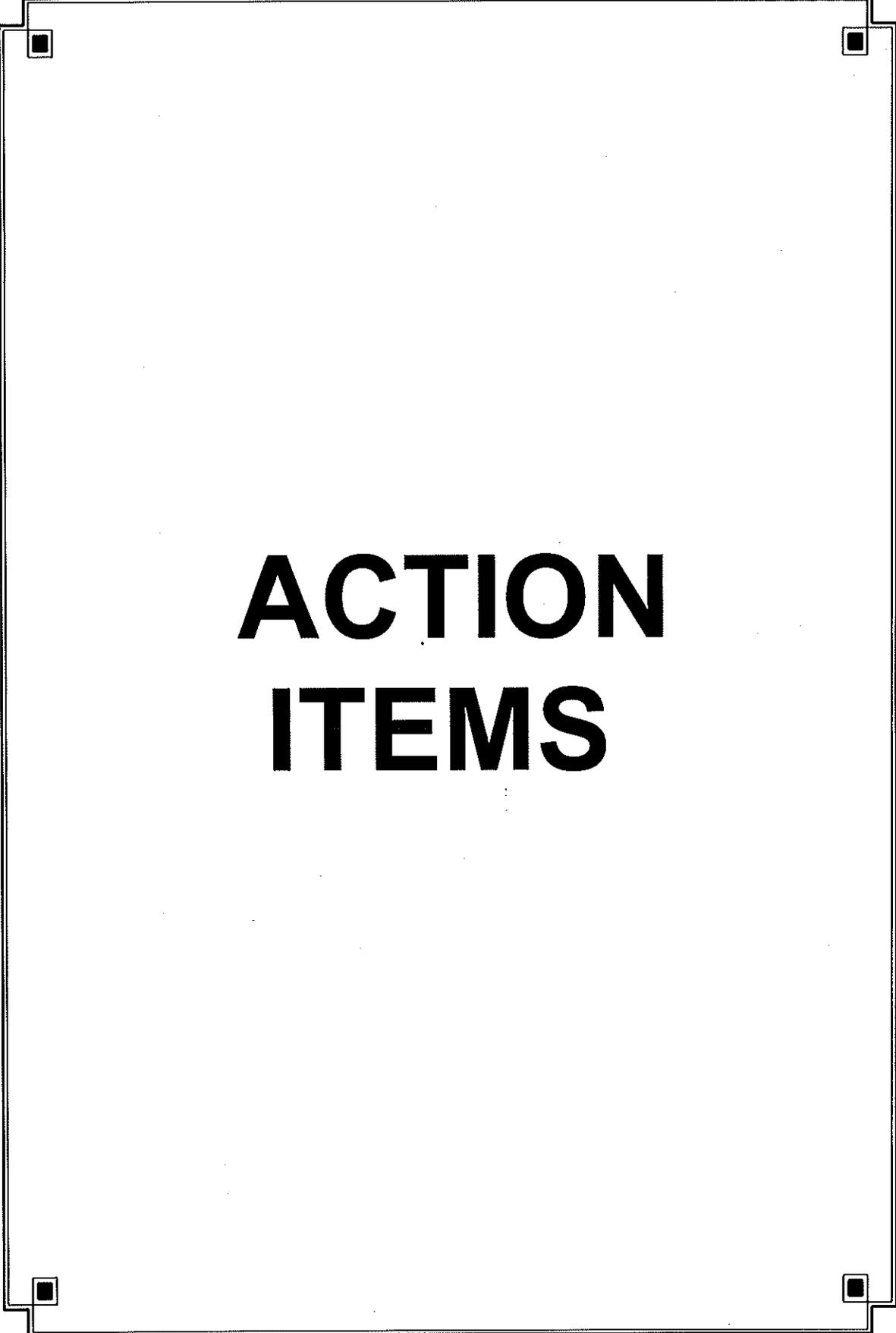
IT IS FURTHER RESOLVED that:

The City Commission requests that the New Mexico Legislature, including the elected representatives from Lea County, vote against House Bill 206.

PASSED, APPROVED and ADOPTED this 25th day of February, 2019.

SAM D. COBB, Mayor

JAN FLETCHER, City Clerk



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 25, 2019

SUBJECT: A RESOLUTION ESTABLISHING THE HOBBS 2020 CENSUS COMPLETE COUNT COMMITTEE

DEPT. OF ORIGIN: Communications Department

DATE SUBMITTED: February 19, 2019

SUBMITTED BY: Meghan Mooney, Communications Director

Summary: The data collected by the United States Census is critical to the objectives and mission for growth of the City of Hobbs and surrounding areas. By supporting the dissemination of education regarding the 2020 Census and collaborating with identifiable community leaders through a Complete Count Committee, the United States Census Bureau predicts a community will achieve a higher volume of self-reporting. The committee will create awareness throughout the community by utilizing local knowledge, influence, and resources to educate communities and promote the census through locally based, targeted outreach efforts; providing a vehicle for coordinating and nurturing cooperative efforts between tribal, state, local governments, communities, and the Census Bureau; and helping the Census Bureau get a complete count in 2020 through partnerships with local governments and community organizations.

Fiscal Impact:

Reviewed By: 
Finance Department

There is no fiscal impact of this committee to the City of Hobbs outside of materials that may be printed or purchased for hosting meetings.

Attachments:

Resolution
2020 Census Complete Count Committee

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Approve the proposed Resolution and 2020 Census Complete Count Committee.

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. 6763

A RESOLUTION AUTHORIZING AND ESTABLISHING
2020 CENSUS COMPLETE COUNT COMMITTEE

WHEREAS, the United States Census Bureau and the City of Hobbs agree that a Census Complete Count Committee needs to be launched to aid educational efforts and information dissemination regarding the 2020 Census; and

WHEREAS, the City of Hobbs supports the planned intentions of the committee, which include:

- Receiving education on the 2020 Census and the information within it.
- Establishing action plans to encourage self-reporting by Hobbs' community citizens.
- Utilizing local knowledge, influence, and resources to educate communities and promote the census through locally based, targeted outreach efforts.
- Providing a vehicle for coordinating and nurturing cooperative efforts between tribal, state, and local governments; communities; and the Census Bureau.
- Helping the Census Bureau get a complete count in 2020 through partnerships with local governments and community organizations.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City of Hobbs approves organization and establishment of this committee on behalf of the 2020 Census self-reporting efforts for the city of Hobbs.

PASSED, ADOPTED AND APPROVED this 25th day of February, 2019.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 25, 2019

SUBJECT: CONSIDER APPROVING AGREEMENTS RECOMMENDING TOURNAMENT FEES FOR PERMAIN BASIN UNITED STATES SPORTS SPECIALITY ASSOCIATION (USSSA) BASEBALL, HOBBS USSSA GIRLS FASTPITCH SOFTBALL AND HOBBS USSSA ADULT SLOWPITCH SOFTBALL.

DEPT. OF ORIGIN: Parks and Recreation
DATE SUBMITTED: February 14, 2019
SUBMITTED BY: Doug McDaniel, Parks & Recreation Director

Summary:

With the completion of the \$5.2 million artificial turf installation project at the Veterans Memorial Complex in 2015, the City of Hobbs entered into agreements with United States Sports Specialty Association entities that had requested the use of the Veterans Memorial Complex to host youth baseball, girls fastpitch softball, and adult slowpitch softball tournaments. These tournaments, which take place on weekends, have assisted greatly with economic development efforts related to bringing visitors to Hobbs to stay in our hotels, eat in our restaurants and shop in our retail establishments.

In 2019, the following events have been requested: nine (9) slowpitch softball tournaments, 3 girls fastpitch softball tournaments, one (1) All American Games Tryout (girls fastpitch), and five (5) youth baseball tournaments. Since 2015, these USSSA entities have more than \$80,000 in tournament fees to the City of Hobbs. The previous agreement with these entities called for those funds to be spent on field improvements at the Veterans Memorial Complex as do the proposed agreements.

<u>Event</u>	<u>Proposed Fee*</u>	<u>Previous Fee*</u>
Adult Slowpitch Softball	\$30 per team	\$25 per team
Girls Fastpitch Softball	\$25 per team	\$35 per team
Youth Baseball	\$25 per team	\$50 per team

*The fee is collected only for teams who are not registered as Hobbs teams who play in these events.

The proposed fees have been reduced for girls fastpitch and youth baseball as to reduce the fees for youth events compared to adult events. Girls fastpitch and youth baseball have a much higher cost associated with umpires when compared to slowpitch softball as the umpiring fees for these events are higher and the majority of these umpires do not live in Hobbs which requires tournament organizers to provide lodging for umpires during these events. Additionally, the vast majority of teams for girls fastpitch and youth baseball are from out of town which is not the case with slowpitch softball events.

Additionally, the City of Hobbs and Permian Basin USSSA previously partnered on the purchase of ten (10) portable pitching mounds that are used for youth baseball tournaments. Permian Basin USSSA has reimbursed the City of Hobbs for the full amount called for in the previous agreement, \$13,493.16.

Fiscal Impact

Reviewed by: 
Finance Department

It is anticipated that approximately \$13,000 in revenue will be generated through the various USSSA tournaments and collection of fees as proposed above.

Attachments: Agreements with Permian Basin USSSA Baseball, Hobbs USSSA Girls Fastpitch Softball and Hobbs USSSA Adult Slowpitch Softball

Legal Review:

Approved As To Form:



City Attorney

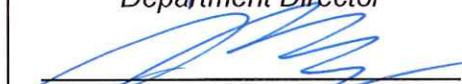
Recommendation:

Staff recommends that the Commission consider approving agreements recommending tournament fees for Permian Basin USSSA Baseball, Hobbs USSSA Girls Fastpitch Softball and Hobbs USSSA Adult Slowpitch Softball.

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. _____

**MEMORANDUM OF UNDERSTANDING REGARDING TOURNAMENT FEES AND
PURCHASE OF PORTABLE PITCHING MOUNDS BETWEEN
PERMIAN BASIN UNITED STATES SPORTS SPECIALTY ASSOCIATION (U.S.S.S.A.)
AND THE CITY OF HOBBS**

This Memorandum of Understanding is made the 27th day of January, 2019, by and between the City of Hobbs (hereinafter "CITY") and the Permian Basin United States Sports Specialty Association (U.S.S.S.A.) (hereinafter "LEAGUE").

PURPOSE

The purpose of this agreement is to establish guidelines for the purchase, usage, storage and maintenance of ten (10) portable pitching mounds to be used at CITY baseball fields for U.S.S.S.A. baseball tournaments and fees that the LEAGUE will pay the CITY for the right to host tournaments on CITY fields.

DUTIES

I. CITY DUTIES – PORTABLE PITCHING MOUNDS

CITY will ensure the following obligations are met:

- A. CITY has purchased (10) portable pitching mounds, "Official Pony League Game Mound, Item 202-8", an portable pitching mound that is eight (8) inches high from True Pitch, Inc., in Altoona, IA, at a total cost, including shipping and handling, of \$26,986.33.
- B. CITY and LEAGUE will work together in good faith on storage of portable pitching mounds when they are not in use on baseball fields.
- C. CITY and LEAGUE will work together in good faith to remove portable pitching mounds at the end of each tournament and store the mounds.
- D. CITY and LEAGUE will work together in good faith to place and remove portable pitching mounds on baseball fields for tournament use.
- E. CITY and LEAGUE will work together in good faith to ensure that the portable pitching mounds are properly maintained and are free from any defects prior to use.

II. LEAGUE DUTIES – PORTABLE PITCHING MOUNDS

LEAGUE will ensure the following obligations are met.

- A. LEAGUE will use the portable pitching mounds for U.S.S.S.A. tournaments that take place in Hobbs. The portable pitching mounds are not to be used for any events that do not take place in the City of Hobbs.
- B. LEAGUE and CITY will provide portable pitching mounds for use with other baseball games and activities that are properly scheduled with the City of Hobbs Parks and Recreation Department.

III. COMPENSATION – PORTABLE PITCHING MOUNDS

- A. LEAGUE has reimbursed the CITY for 50% of the total cost to purchase the ten (10) portable pitching mounds, "Official Pony League Game Mound, Item 202-8", an portable pitching mound that is eight (8) inches high from True Pitch, Inc., in Altoona, IA. The amount (50% of the total cost of \$26,986.33) that the LEAGUE has reimbursed the CITY totals: \$13,493.16.

IV. COMPENSATION – TOURNAMENT FEES

- A. For hosting youth baseball tournaments on CITY fields, the LEAGUE will pay the CITY \$25 per team for each team that does not list Hobbs, New Mexico as the team's hometown on the tournament roster/sanctioning form for each tournament that is held on CITY fields. There will be no fees paid for teams that are listed as having Hobbs, New Mexico as the team's hometown. THE CITY will apply all funds collected from the LEAGUE toward improvements on CITY fields, including the purchase of synthetic turf to be installed in the outfields at the Zia Plex Fields in the future.

ADDITIONAL REQUIREMENTS FOR TOURNAMENT PLAY

The LEAGUE shall not allow concessionaires to sell sunflower seeds at any concession building, permanent or temporary, located at the Veteran's Memorial Complexes I, II or III. Nor will they allow any players or spectators to "chew" sunflower seeds during tournament play.

USE OF VARSITY, JUNIOR VARSITY, SANGER FIELDS, BAKER, McNEIL FIELDS

The Hobbs Municipal Schools have exclusive use of Varsity, Junior Varsity and Sanger Fields during the high school baseball and softball seasons. During the periods

outside of this exclusive use, the high school baseball and softball teams will have priority over all other requests to use Varsity, Junior Varsity and Sanger Fields. Outside groups may request the use of Varsity, Junior Varsity and Sanger Fields through the City of Hobbs Parks and Recreation Department. Games and tournaments will have priority over practice for any and all groups using these fields outside of the high school season. Varsity Field and Sanger Field will be scheduled for outside groups only as a last resort

The Hobbs Municipal Schools Junior Varsity Softball Team also has priority use of McNeil Field during their season and the "C" Team has priority use of Nichol Shephard Field during their season.

The University of Southwest Softball Team has priority use of Baker Field during their season.

COORDINATION

The Parks & Recreation Department shall have sole authority to coordinate and schedule all field usage.

MERGER OF AGREEMENT

This agreement incorporates all agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this Agreement. No prior statements, representations, promises or agreement of understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

SOVEREIGN IMMUNITY

The City of Hobbs and their public employees (as defined in the New Mexico Tort Claims Act) do not waive sovereign immunity, do not waive any defense(s), and/or do not waive any limitation(s) pursuant to the New Mexico Tort Claims Act. No provision in the Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act as it relates to the City and their public employees.

LIABILITY

Each party agrees to bear liability and responsibility for the negligent, reckless or deliberate acts or omissions of their own officers and employees, as limited by the New Mexico Tort Claims Act.

THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing the Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any

member thereof, a third party beneficiary, or to authorize anyone not a party to the Agreement to maintain, pursuant to the provisions of the Agreement, a suit of any nature, including but not limited to suits alleging wrongful death, bodily and/or personal injury to person(s), damages to property(ies), and/or any cause of action.

INSURANCE

Both the City of Hobbs and Permian Basin U.S.S.S.A. will maintain liability insurance or qualify as a self-insured entity, as required by law. Permian Basin U.S.S.S.A. shall provide proof of liability insurance coverage to the CITY and shall name the CITY as additional insured.

TERM

This Memorandum of Understanding shall continue in full force and effect, for a period of one (1) year term with the option for three (3) additional one year terms. Either side may terminate or renew this agreement with thirty (30) days advanced written notice. Terminating the agreement will not void any payments from the LEAGUE that are still due to the CITY.

SEVERABILITY

If any provision of this Memorandum of Understanding is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

GOVERNING LAW

This Memorandum of Understanding shall be construed in accordance with the laws of the State of New Mexico. Any litigation concerning matters arising hereunder shall occur in the State District Court of Lea County, New Mexico, only.

EFFECTIVE DATE

This Memorandum of Understanding shall be in full force and effect upon execution and approval of the parties hereto.

PERMIAN BASIN U.S.S.S.A.

BY: TOMMY E. HAWKINS Hobbs USSSA Baseball Tournament
Printed Name & Title Director
Tommy E. Hawkins
Signature Date: 1-27-19

CITY OF HOBBS

BY: _____
Sam Cobb
Mayor

Date: _____

BY: _____
Manny Gomez
City Manager

Date: _____

Approved as to Form:

By: _____
Efren A. Cortez
City Attorney

Date: _____

**MEMORANDUM OF UNDERSTANDING REGARDING TOURNAMENT FEES BETWEEN
HOBBS UNITED STATES SPORTS SPECIALITY ASSOCIATION (U.S.S.S.A.)
GIRLS FASTPITCH AND THE CITY OF HOBBS**

This Memorandum of Understanding is made the 23rd day of January, 2019, by and between the City of Hobbs (hereinafter "CITY") and the Hobbs United States Sports Speciality Association (U.S.S.S.A.) Girls Fastpitch (hereinafter "LEAGUE").

PURPOSE

The purpose of this agreement is to establish guidelines for the fees that the LEAGUE will pay the CITY for the right to host tournaments on CITY fields.

I. COMPENSATION – TOURNAMENT FEES

- A. For hosting girls fastpitch tournaments on CITY fields, the LEAGUE will pay the CITY \$25 per team for each team that does not list Hobbs, New Mexico as the team's hometown on the tournament roster/sanctioning form for each tournament that is held on CITY fields. There will be no fees paid for teams that are listed as having Hobbs, New Mexico as the team's hometown. THE CITY will apply all funds collected from the LEAGUE toward improvements on CITY fields, including the purchase of synthetic turf to be installed in the outfields at the Zia Plex Fields in the future.

ADDITIONAL REQUIREMENTS FOR TOURNAMENT PLAY

The LEAGUE shall not allow concessionaires to sell sunflower seeds at any concession building, permanent or temporary, located at the Veteran's Memorial Complexes I, II or III. Nor will they allow any players or spectators to "chew" sunflower seeds during tournament play.

USE OF VARSITY, JUNIOR VARSITY, SANGER FIELDS, BAKER, McNEIL FIELDS

The Hobbs Municipal Schools have exclusive use of Varsity, Junior Varsity and Sanger Fields during the high school baseball and softball seasons. During the periods outside of this exclusive use, the high school baseball and softball teams will have priority over all other requests to use Varsity, Junior Varsity and Sanger Fields. Outside groups may request the use of Varsity, Junior Varsity and Sanger Fields through the City of Hobbs Parks and Recreation Department. Games and tournaments will have priority over practice for any and all groups using these fields outside of the high school season. Varsity Field and Sanger Field will be scheduled for outside groups only as a last resort

The Hobbs Municipal Schools Junior Varsity Softball Team also has priority use of McNeil Field during their season, and the "C" Team has priority use of Nichol Shephard Field during their season.

The University of Southwest Softball Team has priority use of Baker Field during their season.

COORDINATION

The Parks & Recreation Department shall have sole authority to coordinate and schedule all field usage.

MERGER OF AGREEMENT

This agreement incorporates all agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this Agreement. No prior statements, representations, promises or agreement of understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

SOVEREIGN IMMUNITY

The City of Hobbs and their public employees (as defined in the New Mexico Tort Claims Act) do not waive sovereign immunity, do not waive any defense(s), and/or do not waive any limitation(s) pursuant to the New Mexico Tort Claims Act. No provision in the Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act as it relates to the City and their public employees.

LIABILITY

Each party agrees to bear liability and responsibility for the negligent, reckless or deliberate acts or omissions of their own officers and employees, as limited by the New Mexico Tort Claims Act.

THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing the Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to the Agreement to maintain, pursuant to the provisions of the Agreement, a suit of any nature, including but not limited to suits alleging wrongful death, bodily and/or personal injury to person(s), damages to property(ies), and/or any cause of action.

INSURANCE

Both the City of Hobbs and Hobbs U.S.S.S.A. Girls Fastpitch will maintain liability insurance or qualify as a self-insured entity, as required by law. Hobbs U.S.S.S.A. Girls Fastpitch shall provide proof of liability insurance coverage to the CITY and shall name the CITY as additional insured.

TERM

This Memorandum of Understanding shall continue in full force and effect, for a period of one (1) year term with the option for three (3) additional one year terms. Either side may terminate or renew this agreement with thirty (30) days advanced written notice. Terminating the agreement will not void any payments from the LEAGUE that are still due to the CITY.

SEVERABILITY

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GOVERNING LAW

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EFFECTIVE DATE

This Memorandum of Understanding shall be in full force and effect upon execution and approval of the parties hereto.

HOBBS U.S.S.S.A. GIRLS FASTPITCH

BY: Julie Rodriguez Hobbs USSSA Area Director
Printed Name & Title


Signature

CITY OF HOBBS

Date: 1/23/2019

BY: _____

Date: _____

Sam Cobb
Mayor

BY: _____
Manny Gomez
City Manager

Date: _____

Approved as to Form:

By: _____
Efren A. Cortez
City Attorney

Date: _____

**MEMORANDUM OF UNDERSTANDING REGARDING TOURNAMENT FEES BETWEEN
HOBBS UNITED STATES SPORTS SPECIALITY ASSOCIATION (U.S.S.S.A.)
ADULT SLOWPITCH AND THE CITY OF HOBBS**

This Memorandum of Understanding is made the 23rd day of January, 2019, by and between the City of Hobbs (hereinafter "CITY") and the Hobbs United States Sports Specialty Association (U.S.S.S.A.) Adult Slowpitch (hereinafter "LEAGUE").

PURPOSE

The purpose of this agreement is to establish guidelines for the fees that the LEAGUE will pay the CITY for the right to host tournaments on CITY fields.

I. COMPENSATION – TOURNAMENT FEES

- A. For hosting adult slowpitch tournaments on CITY fields, the LEAGUE will pay the CITY \$30 per team for each team that does not list Hobbs, New Mexico as the team's hometown on the tournament roster/sanctioning form for each tournament that is held on CITY fields. There will be no fees paid for teams that are listed as having Hobbs, New Mexico as the team's hometown. THE CITY will apply all funds collected from the LEAGUE toward improvements on CITY fields, including the purchase of synthetic turf to be installed in the outfields at the Zia Plex Fields in the future.

ADDITIONAL REQUIREMENTS FOR TOURNAMENT PLAY

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The University of Southwest Softball Team has priority use of Baker Field during their season.

COORDINATION

The Parks & Recreation Department shall have sole authority to coordinate and schedule all field usage.

MERGER OF AGREEMENT

This agreement incorporates all agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this Agreement. No prior statements, representations, promises or agreement of understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

SOVEREIGN IMMUNITY

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LIABILITY

Each party agrees to bear liability and responsibility for the negligent, reckless or deliberate acts or omissions of their own officers and employees, as limited by the New Mexico Tort Claims Act.

THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing the Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to the Agreement to maintain, pursuant to the provisions of the Agreement, a suit of any nature, including but not limited to suits alleging wrongful death, bodily and/or personal injury to person(s), damages to property(ies), and/or any cause of action.

INSURANCE

Both the City of Hobbs and Hobbs U.S.S.S.A. Adult Slowpitch will maintain liability insurance or qualify as a self-insured entity, as required by law. Hobbs U.S.S.S.A. Adult

Slowpitch shall provide proof of liability insurance coverage to the CITY and shall name the CITY as additional insured.

TERM

This Memorandum of Understanding shall continue in full force and effect, for a period of one (1) year term with the option for three (3) additional one year terms. Either side may terminate or renew this agreement with thirty (30) days advanced written notice. Terminating the agreement will not void any payments from the LEAGUE that are still due to the CITY.

SEVERABILITY

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GOVERNING LAW

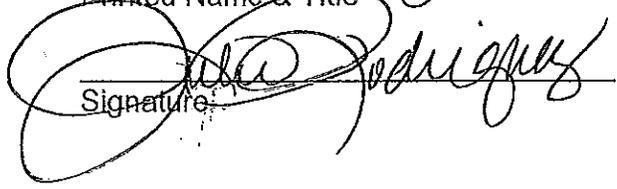
This Memorandum of Understanding shall be construed in accordance with the laws of the State of New Mexico. Any litigation concerning matters arising hereunder shall occur in the State District Court of Lea County, New Mexico, only.

EFFECTIVE DATE

This Memorandum of Understanding shall be in full force and effect upon execution and approval of the parties hereto.

HOBBS U.S.S.S.A. ADULT SLOWPITCH

BY: Julie Rodriguez Hobbs USSSA Area Director
Printed Name & Title


Signature

Date: 1/23/2019

CITY OF HOBBS

BY: _____
Sam Cobb
Mayor

Date: _____

BY: _____
Manny Gomez
City Manager

Date: _____

Approved as to Form:

By: _____
Efren A. Cortez
City Attorney

Date: _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 25, 2019

SUBJECT: CONSIDER AWARD OF RFP 507-19 FOR PURCHASE OF COMMERCIAL RATED TURF MAINTENANCE EQUIPMENT FOR ROCKWIND COMMUNITY LINKS

DEPT. OF ORIGIN: Parks and Recreation / Rockwind Community Links
DATE SUBMITTED: February 14, 2019
SUBMITTED BY: Doug McDaniel, Parks & Recreation Director, Matt Hughes, Superintendent Rockwind Community Links / Lovington Hwy Trail

Summary:

RFP 507-19 requested proposals for commercial rated turf maintenance equipment to be used at Rockwind Community Links and the State Route 18 Beautification Project (Lovington Hwy Trail). Proposals were sent out on October 28, 2018. Responses were due on November 29, 2018. Three (3) proposals were received by the Finance Department and all three were determined to be responsive. An evaluation committee, comprised of staff from the following departments, Parks & Recreation, Engineering, and General Services reviewed, evaluated and scored the proposals. The score sheet showing average scores is attached. The proposal receiving the highest average score:

Austin Turf and Tractor Avg. Score: 94 (100 points possible)

Fiscal Impact \$500,820.84 (NO NMGRT)

This equipment is budgeted in the 2018-2019 FY Budget; Line Item: 184315-43006

Reviewed by:

[Signature]
Finance Department

Attachments:

- 1) RFP Score Sheet
2) Austin Turf and Tractor Pricing Proposal for RFP 507-19 Purchase of Commercial Rated Turf Maintenance Equipment for Rockwind Community Links.

Legal Review:

Approved As To Form:

[Signature]
City Attorney

Recommendation:

Staff recommends that the Commission consider awarding RFP 507-19 to Austin Turf and Tractor in the amount of \$500,820.84 (No NMGRT applies to this purchase).

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. _____

RFP No. 507-19

PURCHASE OF COMMERCIAL RATED TURF MAINTENANCE EQUIPMENT, FOR ROCKWIND COMMUNITY LINKS

	MAX PNTS	SIMPSON NORTON	AUSTIN TURF	TEXTRON
1. WARRANTY: Length of and coverage provided by standard warranty	15	11.00	15.00	13.00
2. QUALITY ASSURANCE: Quality assurance and control measures in place at manufacturing point.	10	10.00	10.00	9.00
3. FUEL: Fuel saving capability of any equipment.	10	10.00	10.00	6.00
4. EQUIPMENT PARTS AND REPAIR: Availabilitly, location, cost and response times of offeror's preventative maintenance and repair staff. Ability to ship, overnight, and time of any daily deadlines to get parts shipped overnight, for parts needed that are not on-site; Quality of, ability to and cost to provide training, both on-site and at offeror's site to enable staff operate, adjust and repair equipment.	15	14.00	13.00	10.00
5. COST OF EQUIPMENT: (to include standard warranty, freight and installation). Exclusive of the following costs: extended warranty as described above; cost of any equipment (hardware, software, other items) for tracking preventive maintenance and the cost of any on-site of off-site training to train the staff to make repairs to equipment.	25	20.00	23.00	13.00
6. EXTENDED WARRANTY: Additional cost and coverage provided to extend standard warranty to five (5) years on each piece of equipment.	10	10.00	8.00	6.00
7. PROPOSED EQUIPMENT: Equipment is of commercial grade, durable, and ergonomically built to allow for comfort of the operator.	15	15.00	15.00	12.00
8. Resident Bidder/Veterans Preference	10	0.00	0.00	0.00
TOTAL	110	90.00	94.00	69.00

Quote Id: 18500797

Prepared For:
City Of Hobbs

Prepared By: **Brian Hodges**

Austin Turf & Tractor
809 Steve Hawkins Pkwy
Marble Falls, TX 78654

Tel: 830-693-6477
Fax: 830-693-7791
Email: brian.hodges@austinturf.com

Quote Summary

Prepared For:
 City Of Hobbs
 NM

Prepared By:
 Brian Hodges
 Austin Turf & Tractor
 809 Steve Hawkins Pkwy
 Marble Falls, TX 78654
 Phone: 830-693-6477
 brian.hodges@austinturf.com

AUSTIN TURF AND TRACTOR WILL ASSUME COSTS ASSOCIATED WITH NECESSARY TRAINING OF EQUIPMENT MAINTENANCE AND EQUIPMENT OPERATION WITHIN THE STANDARD AND/OR EXTENDED WARRANTY PERIOD.

Quote Id: 18500797
Created On: 08 November 2018
Last Modified On: 23 January 2019
Expiration Date: 29 December 2018

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 8900A PrecisionCut Large Area Reel Mower (Tier 4) 3.3 m (130-in.)	\$ 98,673.10	\$ 64,276.47 X	2 =	\$ 128,552.94
JOHN DEERE 7200A PrecisionCut Trim and Surrounds Mower	\$ 43,316.43	\$ 25,332.16 X	1 =	\$ 25,332.16
JOHN DEERE 2500E E-Cut Hybrid Diesel Riding Greens Mower (MY 19)	\$ 53,655.50	\$ 33,402.87 X	3 =	\$ 100,208.61
JOHN DEERE 9009A TerrainCut Rough Mower	\$ 86,620.73	\$ 52,883.99 X	1 =	\$ 52,883.99
JOHN DEERE 7400A TerrainCut Trim and Surrounds Mower	\$ 53,385.23	\$ 32,307.19 X	6 =	\$ 193,843.14
Equipment Total				\$ 500,820.84

Quote Summary

Equipment Total	\$ 500,820.84
SubTotal	\$ 500,820.84
Est. Service Agreement Tax	\$ 0.00
Total	\$ 500,820.84
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 500,820.84

Salesperson : X _____

Accepted By : X _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 25, 2019

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

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: February 14, 2019
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: Black Gold Estates has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of \$100,000.00.

Fiscal Impact:

Reviewed By: 
Finance Department

A budget reclassification of \$100,000.00 would need to be made from the multi-family budget line (010100-44901-162) to the single family budget line of 010100-44901-00170. Since there is no cash budget impact (due to re-class), the reclassification would need to be ratified in the upcoming Bar # 4

Attachments: Resolution and Development Agreement.

Legal Review:

Approved As To Form:

Dep. City Attorney

Recommendation:

Commission considers approval / denial 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. 6764

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH BLACK GOLD ESTATES 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 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 25th day of February, 2019.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk

MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into on this 25th day of Feb 2019 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and Black Gold Estates, 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 Market Rate Single Family 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 Market Rate Single Family Housing, to be produced within 180 days of ratification of this agreement, within the Municipal Boundaries.

** Any outstanding Development Agreements between the Developer and the City of Hobbs concerning the production of Market Rate Single Family Housing shall become null and void upon the ratification of this agreement herewith.

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 Market Rate Single Family Housing. All single family structures completed under this agreement shall be located within the municipal boundaries and shall have received a certificate of occupancy after ratification of this agreement.

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 Rate Single Family 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.

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, providing compliance with:

- 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 supporting 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 market rate single family housing unit. 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 any City of Hobbs Annual Pavement/Concrete/Utility Contracts or public infrastructure projects and estimates.

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, as shown herein. Payment will not be made by the City for any unit until a certificate of occupancy is issued, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000.00), 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, provided the certificate of occupancy for the unit is issued after ratification of this agreement. 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 development of market rate single family housing 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.

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.

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.

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.

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.

K. Termination.

This Agreement shall be terminated upon the completion of all tenants herein specified or 180 days from date of ratification whichever comes first. A request for infrastructure reimbursement, for a qualified unit produced within the terms of this agreement, received after the Termination Date of this agreement will not be eligible for payment.

L. 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, 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.

M. 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:

ATTEST:

APPROVED AS TO FORM:

JAN FLETCHER, City Clerk

Efren Cortez, 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.

My Commission Expires: _____
Notary Public _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 25, 2019

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

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: February 14, 2019
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: Property Management Plus, LLC has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of \$23,000.00.

Fiscal Impact: Reviewed By:
Finance Department
A budget reclassification of \$23,000.00 would need to be made from the multi-family budget line (010100-44901-162) to the single family budget line of 010100-44901-00170. Since there is no cash budget impact (due to re-class), the reclassification would need to be ratified in the upcoming Bar # 4

Attachments: Resolution and Development Agreement.

Legal Review: Approved As To Form:

Dep. City Attorney

Recommendation:
Commission considers approval / denial 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. 6765

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH PROPERTY MANAGEMENT PLUS, LLC CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY.

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with Property Management Plus, 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 25th day of February, 2019.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk

MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into on this 25th day of February 2019 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and Property Management Plus, LLC, 3228 N. Grimes St., 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 Market Rate Single Family 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 Market Rate Single Family Housing, to be produced within 180 days of the date of this agreement, within the Municipal Boundaries.

** Any outstanding Development Agreements between the Developer and the City of Hobbs concerning the production of Market Rate Single Family Housing shall become null and void upon the ratification of this agreement herewith.

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 Market Rate Single Family Housing. All single family structures completed under this agreement shall be located within the municipal boundaries and shall have received a certificate of occupancy after the date of this agreement.

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 Rate Single Family 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.

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, providing compliance with:

- 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

- 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 supporting 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 market rate single family housing unit. 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 any City of Hobbs Annual Pavement/Concrete/Utility Contracts or public infrastructure projects and estimates.

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, as shown herein. Payment will not be made by the City for any unit until a certificate of occupancy is issued, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed Twenty Three Thousand Dollars (\$23,000.00), 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, provided the certificate of occupancy for the unit is issued after date of this agreement. 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 development of market rate single family housing 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.

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.

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.

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.

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.

K. Termination.

This Agreement shall be terminated upon the completion of all tenants herein specified or 180 days from date of ratification whichever comes first. A request for infrastructure reimbursement, for a qualified unit produced within the terms of this agreement, received after the Termination Date of this agreement will not be eligible for payment.

L. 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 Property Management Plus, LLC, 3228 N. Grimes St., 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.

M. 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:

ATTEST:

APPROVED AS TO FORM:

JAN FLETCHER, City Clerk

Efren Cortez, 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: February 25, 2019

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

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: February 14, 2019
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: Lemke Development, Inc. has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of \$100,000.00.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

A budget reclassification of \$100,000.00 would need to be made from the multi-family budget line (010100-44901-162) to the single family budget line of 010100-44901-00170. Since there is no cash budget impact (due to re-class), the reclassification would need to be ratified in the upcoming Bar # 4

Attachments: Resolution and Development Agreement.

Legal Review:

Approved As To Form:

[Signature]
City Attorney

Recommendation:

Commission considers approval / denial of the attached Development Agreement.

Approved For Submittal By:

[Signature] Department Director
[Signature] Acting 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. 6766

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

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with Lemke Development, 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 25th day of February, 2019.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk

MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into on this 25 day of February 2019 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and Lemke Development Inc., 4008 N. Grimes Street, 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 Market Rate Single Family 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 Market Rate Single Family Housing, to be produced within 180 days of the date of this agreement, within the Municipal Boundaries.
- ** Any outstanding Development Agreements between the Developer and the City of Hobbs concerning the production of Market Rate Single Family Housing shall become null and void upon the ratification of this agreement herewith.

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 Market Rate Single Family Housing. All single family structures completed under this agreement shall be located within the municipal boundaries and shall have received a certificate of occupancy after the date of this agreement.
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 Rate Single Family 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.
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, providing compliance with:

- 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 supporting 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 market rate single family housing unit. 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 any City of Hobbs Annual Pavement/Concrete/Utility Contracts or public infrastructure projects and estimates.

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, as shown herein. Payment will not be made by the City for any unit until a certificate of occupancy is issued, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000.00), 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, provided the certificate of occupancy for the unit is issued after date of this agreement. 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 development of market rate single family housing 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.

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.

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.

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.

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.

K. Termination.

This Agreement shall be terminated upon the completion of all tenants herein specified or 180 days from date of ratification whichever comes first. A request for infrastructure reimbursement, for a qualified unit produced within the terms of this agreement, received after the Termination Date of this agreement will not be eligible for payment.

L. 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 Lemke Development Inc., 4008 N. Grimes Street, 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.

M. 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:

ATTEST:

APPROVED AS TO FORM:

JAN FLETCHER, City Clerk

Efren Cortez, 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

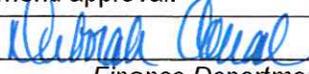
MEETING DATE: February 25, 2019

SUBJECT: RESOLUTION TO APPROVE THE FINAL PLAN FOR ALBERTSON BLOCK ONE SUBDIVISION, AS RECOMMENDED BY THE PLANNING BOARD.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: February 19, 2019
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: The Final Plan for Albertson Block One Subdivision is submitted by JF Maddox Foundation. The subdivision is located northwest of the intersection of Clearfork and Houston within the municipal boundaries. The subdivision encompasses +/- 0.05 acres and will contain 20 single family residential lots. The Planning Board reviewed this issue on February 19, 2019 and recommend approval.

Fiscal Impact:

Reviewed By: 
Finance Department

The positive impact of the new development and new housing from GRT collections and monthly utility bills of the residents should offset any expenses that the City will incur from the maintenance responsibility of streets, water and sewer lines.

Attachments: Resolution, Final Plan, DRAFT Planning Board Minutes.

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Approval of the Resolution to approve the Albertson Block One Subdivision, as recommended by the Planning Board.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6767

A RESOLUTION TO APPROVE THE FINAL PLAN FOR ALBERTSON BLOCK ONE SUBDIVISION, AS RECOMMENDED BY THE PLANNING BOARD.

WHEREAS, JF Maddox Foundation has submitted a Final Plan for Albertson Block One Subdivision, for review by the City Planning Board; and

WHEREAS, the subdivision Final Plan was reviewed and approved by the Hobbs Planning Board at the February 19, 2019 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 Albertson Block One Subdivision, 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 25th day of February, 2019.

SAM D. COBB, Mayor

ATTEST:

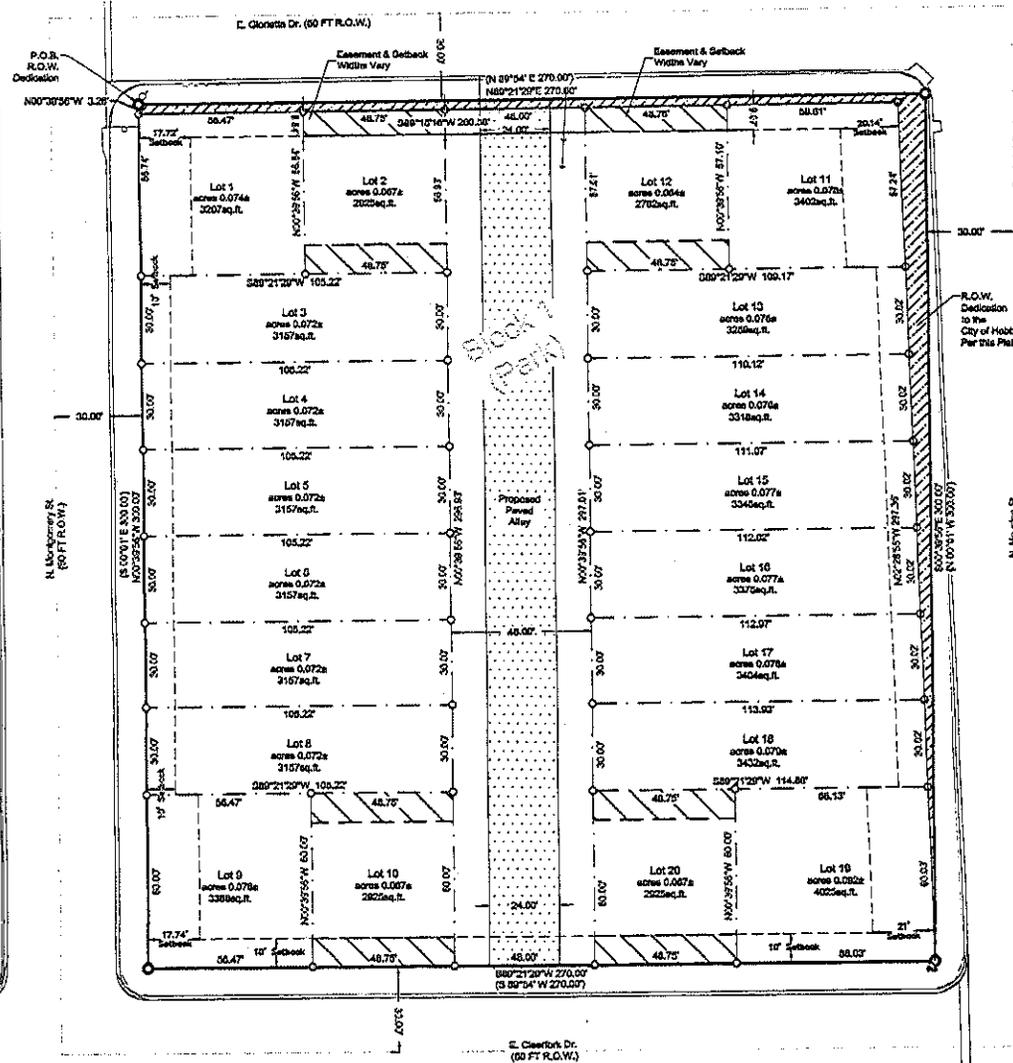
JAN FLETCHER, CITY CLERK

ALBERTSON BLOCK ONE SUBDIVISION

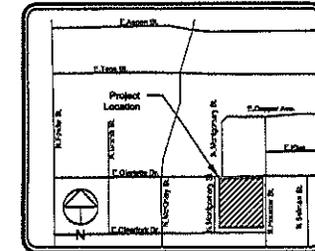
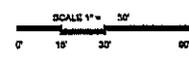
A REPLAT OF BLOCK 1, AMENDED REPLAT OF BLOCKS 1, 2, & 3, ALBERTSON SUBDIVISION,
 LOCATED IN THE NW1/4 OF SECTION 22, T18S, R38E, N.M.P.M., CITY OF HOBBS, LEA COUNTY, NEW MEXICO

Oriente Heights Addition

Block 2
 Amended Replat of
 Blks. 1, 2, & 3 Albertson Sub



2nd Unit Fleming
 Height Sub



LEGEND

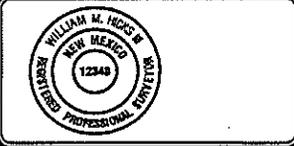
- Found 5/8" rebar with yellow plastic cap, unless otherwise noted
- Set 5/8" rebar with red plastic cap marked "5/8" N.M.P.S. 12348"
- Lot line
- Property line
- ▨ R.O.W. Dedication Per This Plat
- ▧ 10' Wide Utility Easement unless otherwise noted
- ▤ Proposed Alley Paving
- XXX'XXX'XXX' Measured bearing and distance
- Record bearing and distance

BASIS OF BEARING
 The basis of bearing for this survey is Grid North based on the New Mexico State Plane Coordinate System, East Zone, as derived by GPS/GNSS observations. Ground coordinates were obtained from the State Plane Coordinate System by scaling about a control point located at N 32°40'53.65", W 103°10'44.68" by a combined scale factor of 1.0001175685. True north can be obtained by applying a convergence angle of 00°38'09" at the Point of Beginning

Block 6
 Albertson Sub.

PETTIGREW & ASSOCIATES PA
 ENGINEERING | SURVEYING | TESTING
 DEFINING QUALITY SINCE 1965
 100 E. Navajo - Suite 100, Hobbs New Mexico 88240
 T 575 393 9827 F 575 393 1543
 Pettigrew.us

PROJECT SURVEYOR: R. Mulkhan
 DRAWN BY: LD, H.S., K.B.



INDEXING INFORMATION FOR COUNTY CLERK
 OWNER: JF MADDOX FOUNDATION
 LOCATION: PART OF SECTION 22, T18S, R38E N.M.P.M., CITY OF HOBBS, LEA COUNTY, NEW MEXICO.

REVISIONS

No.	DATE	DESCRIPTION

State of New Mexico, County of _____
 I here by certify that this instrument was filed for record on:
 The _____ Day of _____
 20____ A.D.
 At _____ O'Clock _____ M.
 Cabinet _____ Slide _____
 Book _____ Page _____
 By _____
 County Clerk
 By _____
 Deputy

SUBDIVISION PLAT OF ALBERTSON BLOCK ONE SUBDIVISION FOR HABITAT FOR HUMANITY

PROJECT NUMBER: 2017.1134

SHEET: 1 of 2
SU - 101

RECORD DESCRIPTION - PER DEED BOOK 2105, PAGE 988
 BLOCK ONE (PARK) of the AMENDED REPLAT OF BLOCKS 1, 2, & 3,
 ALBERTSON SUBDIVISION, as filed PLAT CABINET C, SLIDE 228 of the
 Lea County, New Mexico Clerk's Records.

NEW DESCRIPTION - R.O.W. DEDICATION TO THE CITY OF HOBBS

A tract of land located within the AMENDED REPLAT of BLOCKS 1, 2, & 3,
 ALBERTSON SUBDIVISION, located in the NW1/4 of Section 22, T18S, R38E,
 N.M.P.M., City of Hobbs, Lea County, New Mexico and being more particularly
 described by metes and bounds as follows:

Beginning at the Northwest Corner of the aforementioned Block 1, being a
 calculated point; thence N89°21'29"E 270.00 feet along North line of said Block 1
 to the Northeast corner of said Block 1, a calculated point; thence S00°39'56"E
 300.00 feet to the Southeast corner of said Block 1, a set 5/8" rebar with red
 plastic cap marked "HICKS NMPS 12348"; thence N02°28'55"W 297.30 feet to a
 set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348"; thence
 S89°15'16"W 250.58 feet to a point on the West line of said Block 1, being a set
 5/8" rebar with red plastic cap marked "HICKS NMPS 12348"; thence
 N00°39'56"W 3.26 feet along said West line to the Point of Beginning and
 containing 0.05 acres, more or less.

CERTIFICATE OF SURVEY

I, William M. Hicks, III New Mexico Professional Surveyor, hereby certify that this
 Subdivision Plat was prepared from an actual ground survey performed by me or
 under my supervision, that this survey is true and correct to the best of my
 knowledge and belief. That this Subdivision Plat and the field survey upon which
 it is based meet the Minimum Standards for Surveying in New Mexico.

William M. Hicks, III 2-8-2019
 William M. Hicks, III NMPS #12348 Date

OWNERS STATEMENT AND AFFIDAVIT

State of New Mexico:
 County of Lea:

The undersigned first duly sworn on oath, state: On behalf of the owners and
 proprietors we have of our own free will and consent caused this plat with its tracts to
 be plotted and the area shown hereon as Roadway Dedication to be dedicated to the
 public as described in fee simple forever. The property described on this plat lies
 within the plotting jurisdiction of City of Hobbs.

By _____
 Robert J. Reed, CEO

ACKNOWLEDGMENT

State Of New Mexico:
 County Of Lea:

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

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

My commission expires: _____

Notary Public _____

**CERTIFICATE OF APPROVAL
 CITY PLANNING BOARD**

The Plat, Restrictions and Dedication reviewed and discussed the
 _____ day of _____, 20____ A.D. by the City
 Planning Board of Hobbs, New Mexico.

Chairman _____

ACKNOWLEDGMENT

State Of New Mexico:
 County Of Lea:

On this _____ day of _____, 2018, before me
 appeared, _____ known to me to be the persons described
 in and who executed the foregoing instrument and acknowledged that they executed the
 same as their free act and deed.

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

Notary Public _____

My commission expires: _____

**CERTIFICATE OF APPROVAL
 CITY COMMISSION**

I, Jan Fletcher, the duly appointed and acting City Clerk of the City of Hobbs, Lea County,
 New Mexico, do hereby certify that the foregoing plat in Lea County, New Mexico, was
 approved by the commission of the City of Hobbs by Resolution No. _____ on the
 _____ day of _____, 20____.

Jan Fletcher, City Clerk _____

ACKNOWLEDGMENT

State Of New Mexico:
 County Of Lea:

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

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

My commission expires: _____

Notary Public _____

PETTIGREW & ASSOCIATES PA
 ENGINEERING | SURVEYING | TESTING
 DEFINING QUALITY SINCE 1965
 100 E. Navajo - Suite 100, Hobbs New Mexico 88240
 T 575 393 9827 F 575 393 1543
 Pettigrew.us

PROJECT SURVEYOR: R. Mulliken
 DRAWN BY: I.D., H.S., K.B.



**INDEXING INFORMATION
 FOR COUNTY CLERK**
 OWNER:
 JF MADDOX FOUNDATION
 LOCATION:
 PART OF SECTION 22, T18S, R38E
 N.M.P.M., CITY OF HOBBS,
 LEA COUNTY, NEW MEXICO.

REVISIONS

No.	DATE	DESCRIPTION

State of New Mexico, County of _____
 I here by certify that this instrument was filed for
 record on:
 The _____ Day of _____
 20____ A.D.
 At _____ O'Clock _____ M.
 Cabinet _____ Slide _____
 Book _____ Page _____
 By _____
 County Clerk
 By _____
 Deputy

**SUBDIVISION PLAT
 OF
 ALBERTSON BLOCK ONE
 SUBDIVISION
 FOR
 HABITAT FOR HUMANITY**

PROJECT NUMBER:
 2017.1134

SHEET:
 2 of 2
 SU - 102

**PLANNING BOARD MEETING
MINUTES
February 19, 2019**

The Hobbs Planning Board met on February 19, 2019 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:

"Tres" Hicks, Chairman
Guy Kesner, Vice Chairman
Bill Ramirez
Larry Sanderson
Phillip Ingram

Members Absent:

Brett Drennan
Ben Donahue

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

Kevin Robinson, Development Director
Julie Nymeyer, Staff Secretary
Bruce Reid, County Planner
John Lemke

Todd Randall, City Engineer
Eric Scramlin, Deputy City Attorney
Daniel Johncox

1) Call To Order.

Chairman called the meeting to order at 10:01 am.

2) Review and Consider Approval of Agenda.

The first item of business was to review and approve the Agenda for the February 19, 2019 meeting. Mr. Hicks asked if there were anyone at the meeting for today's items. Mr. Robinson said there were two people here for items 6 and 10. Mr. Hicks suggested moving items 6 and 10 to the top of the agenda. Mr. Kesner made a motion, seconded by Mr. Ramirez to approve the agenda as amended. The vote on the motion was 5-0 and the motion carried.

3) Review and Consider Approval of Minutes.

January 15, 2018 – Regular Meeting

Mr. Hicks asked if everyone has had a chance to read the Regular Meeting Minutes from January 15, 2018. Mr. Kesner made a motion, seconded by Mr. Ingram approve the Regular Meeting Minutes as presented. The vote on the motion was 5-0 and the motion carried as presented.

4) Communications from Citizens.

There was no communications from citizens.

- 5) **Review and Consider Final Plat Approval for Albertson Block 1 Subdivision, as submitted by property owner, JF Maddox Foundation.**

Mr. Robinson discussed the Final Plat Approval for the Albertson Block 1 Subdivision. He said there were two existing variances for the corner houses facing Glorietta. Mr. Kesner made a motion, seconded by Mr. Ramirez to approve the plat with the existing 2 variances on the 4 corner lots. The vote on the motion was 5-0 and the motion carried.

- 6) **Review and Consider Final Plat Approval for The Meadows, Unit 1 Subdivision, as submitted by property owner, Lemke Development, Inc.**

Mr. Robinson discussed the Final Plat for The Meadows, Unit 1 subdivision. Mr. Randall discussed road issues and said Jarob would have to be remilled at some point in the future. He said staff would rather have a developer agreement with the developer to make an \$18,000 deposit with the City of Hobbs instead of doing the road work at this time. Mr. Ramirez made a motion, seconded by Mr. Sanderson to approve the Final Plat as discussed. The vote on the motion was 5-0 and the motion carried.

- 7) **Review and Consider Final Plat Approval for The Subdivision of Lot 4, Mid-Way Acres Subdivision, Unit 2, as submitted by property owner, Frank Trujillo.**

Mr. Robinson discussed the Final Plat approval for The Subdivision of Lot 4, Mid-Way Acres Subdivision, Unit 2. He said everything was in compliance with this subdivision and staff recommended it for approval. Mr. Ramirez made a motion, seconded by Mr. Ingram to approve the Final Plat for Mid-Way Acres. The vote on the motion was 5-0 and the motion carried.

- 8) **Review and Consider Preliminary Plan Approval for Tanglewood, Unit 3 Subdivision, as submitted by property owner, Alberto Caballero.**

- 9) **Review Sketch Plan for The Credo Subdivision, as submitted by property owner, Credo Energy Services, LLC.**

- 10) **Review Sketch Plan for The Mesquite Draw Subdivision, as submitted by property owner, Daniel Johncox.**

- 11) **Discussion Items:**

- A) **Proposed regulations addressing Parking of Commercial Vehicles within the Municipality.**

- 12) **Adjournment.**

- 12) **Adjournment.**

With nothing to discuss further the meeting adjourned at 11:46 am.

Guy Kesner, Vice Chairman

DRAFT



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

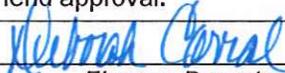
MEETING DATE: February 25, 2019

SUBJECT: RESOLUTION TO APPROVE THE FINAL PLAN FOR THE MEADOWS ONE SUBDIVISION, UNIT 1, AS RECOMMENDED BY THE PLANNING BOARD.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: February 19 2019
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: The Final Plan for The Meadows Subdivision, Unit 1 is submitted by Lemke Development, Inc. The subdivision is located northeast of the intersection of College and Ja-Rob within the municipal boundaries. The subdivision encompasses +/- 8.25 acres and will contain 31 single family residential lots. The Planning Board reviewed this issue on February 19, 2019 and recommend approval.

Fiscal Impact:

Reviewed By: 
Finance Department

The positive impact of the new development and new housing from GRT collections and monthly utility bills of the residents should offset any expenses that the City will incur from the maintenance responsibility of streets, water and sewer lines.

Attachments: Resolution, Final Plan, DRAFT Planning Board Minutes.

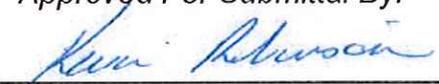
Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Approval of the Resolution to approve The Meadows Subdivision, Unit 1, as recommended by the Planning Board.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6768

**A RESOLUTION TO APPROVE THE FINAL PLAN FOR MEADOWS
SUBDIVISION, UNIT 1, AS RECOMMENDED BY THE PLANNING BOARD.**

WHEREAS, Lemke Development, Inc. has submitted a Final Plan for Meadows Subdivision, Unit 1, for review by the City Planning Board; and

WHEREAS, the subdivision Final Plan was reviewed and approved by the Hobbs Planning Board at the February 19, 2019 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 Meadows Subdivision, Unit 1, as recommended by the Planning Board; and

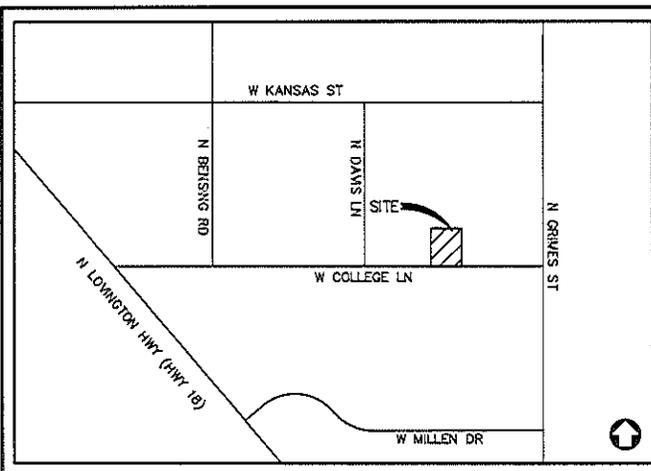
2. The City officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 25th day of February, 2019.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, CITY CLERK



VICINITY MAP
N.T.S.

NOTES

1. BASIS OF BEARINGS IS NEW MEXICO STATE PLAN EAST ZONE.
2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.

EXISTING EASEMENTS:

- ① 40-FOOT PUBLIC INFRASTRUCTURE EASEMENT FILED SEPTEMBER 08, 2017, BK. 2121, PG. 34.
- ② 30-FOOT ROADWAY EASEMENT FILED OCTOBER 21, 1998, BK. 912, PGS. 954-966.

NEW EASEMENTS:

- ① 5-FOOT PUBLIC INFRASTRUCTURE EASEMENT BY THE FILING OF THIS PLAT.
- ② 15-FOOT PUBLIC INFRASTRUCTURE EASEMENT BY THE FILING OF THIS PLAT.
- ③ 40-FOOT PUBLIC INFRASTRUCTURE EASEMENT BY THE FILING OF THIS PLAT.

LEGEND

- ◆ FOUND QUARTER CORNER AS NOTED
- 4 3
+ 10 FOUND SECTION CORNER AS NOTED
- SET 18"x1/2" REBAR WITH BLUE PLASTIC CAP MARKED "F&C PS 22909"
- ⊗ CALCULATED CORNER NOT SET

DESCRIPTION

A tract of land located Section 4, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico, being the East Half of the East Half of the Southwest Quarter of said Section 4, and being more particularly described as follows:

Beginning at the Southeast corner of the tract herein described, which lies S89°18'18"W, a distance of 2642.38 feet from a found 5/8" rebar for the Southeast corner of said Section 4;

Thence, along the South line of said Section 4, S89°18'08"W, a distance of 662.40 feet to the Southwest corner of this Tract;

Thence, leaving the South line of said Section 4, N00°39'43"W, a distance of 2640.57 feet to the Northwest corner of this Tract;

Thence, N89°20'03"E, a distance of 681.52 feet to the Northeast corner of this Tract;

Thence, S00°40'52"E, a distance of 2640.19 feet to the point of beginning.

This tract contains 40.125 Acres (1,747,845 sq.ft.), more or less.

FREE CONSENT AND DEDICATION

THE SUBDIVISION HEREON DESCRIBED IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND/OR PROPRIETOR(S) THEREOF AND SAID OWNER(S) AND/OR PROPRIETOR(S) DO HEREBY DEDICATE ALL STREET AND PUBLIC RIGHT-OF-WAYS SHOWN HEREON TO THE CITY OF HOBBS IN FEE SIMPLE WITH WARRANTY COVENANTS AND DO HEREBY GRANT ALL EASEMENTS SHOWN HEREON. SAID OWNER(S) AND/OR PROPRIETOR(S) DO HEREBY CONSENT TO ALL OF THE FOREGOING AND DO HEREBY CERTIFY THAT THIS SUBDIVISION IS THEIR FREE ACT AND DEED. SAID OWNER(S) WARRANT THAT THEY HOLD AMONG THEM COMPLETE AND INDEFEASIBLE TITLE IN FEE SIMPLE TO THE LAND SUBDIVIDED.

OWNER: Lemke Development, Inc., a New Mexico corporation
By: John Lemke
Title: President

JOHN LEMKE _____ DATE _____

ACKNOWLEDGEMENT:

STATE OF _____)
)SS.
COUNTY OF _____)

ON THIS _____ DAY OF _____, 2019, BEFORE ME

PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON(S) DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED. WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

TREASURER'S OFFICE CERTIFICATION

THIS IS TO CERTIFY THAT THE TAXES ARE CURRENT AND

PAID ON UPC # _____

PROPERTY OWNER OF RECORD _____

LEA COUNTY
TREASURER'S OFFICE _____ DATE _____

**PLAT OF
THE MEADOWS SUBDIVISION
UNIT I**

SECTION 4, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M.,
CITY OF HOBBS,
LEA COUNTY, NEW MEXICO
FEBRUARY 2019

CERTIFICATE OF MUNICIPAL APPROVAL

I, JAN FLETCHER, THE DULY APPOINTED AND ACTING CITY CLERK OF THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FORGOING PLAT OF THE MEADOWS SUBDIVISION, UNIT I, TO THE CITY OF HOBBS, WAS APPROVED BY THE COMMISSION OF THE CITY OF HOBBS BY RESOLUTION No. _____ ON THE _____ OF _____, 2019 A.D.

JAN FLETCHER, CITY CLERK

ACKNOWLEDGMENT

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

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2019 A.D. BY JAN FLETCHER.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

**CERTIFICATE OF APPROVAL
BY THE CITY OF HOBBS PLANNING BOARD:**

THE PLAT, RESTRICTIONS AND DEDICATION APPROVED AND ACCEPTED THE _____ DAY OF _____, 2019 A.D. BY THE CITY PLANNING BOARD OF HOBBS NEW MEXICO.

CHAIRMAN: WILLIAM M. HICKS, III _____

ACKNOWLEDGMENT

STATE OF _____)
)SS.
COUNTY OF _____)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2019, BY WILLIAM M. HICKS.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

Fierro & Company
ENGINEERING | SURVEYING
6300 MONTANO RD. NW
ALBUQUERQUE, NM 87120
PH 505.352.8930
www.fierrocompany.com

SURVEYOR'S CERTIFICATION

I, ROBERT J. FIERRO, NEW MEXICO PROFESSIONAL SURVEYOR NO. 22909, DO HEREBY CERTIFY THAT THIS PLAT OF SURVEY WAS PREPARED FROM FIELD NOTES OF AN ACTUAL GROUND SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION; THAT IT ACCURATELY MEETS THE STANDARDS FOR LAND SURVEYS IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS; AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ROBERT J. FIERRO, _____ Date _____
N.M.P.S. No. 22909



STATE OF NEW MEXICO
COUNTY OF LEA
FILED _____
_____, 2019,
AT _____ O'CLOCK _____ AND RECORDED IN
BOOK _____
PAGE _____
_____, LEA COUNTY CLERK
BY _____ DEPUTY

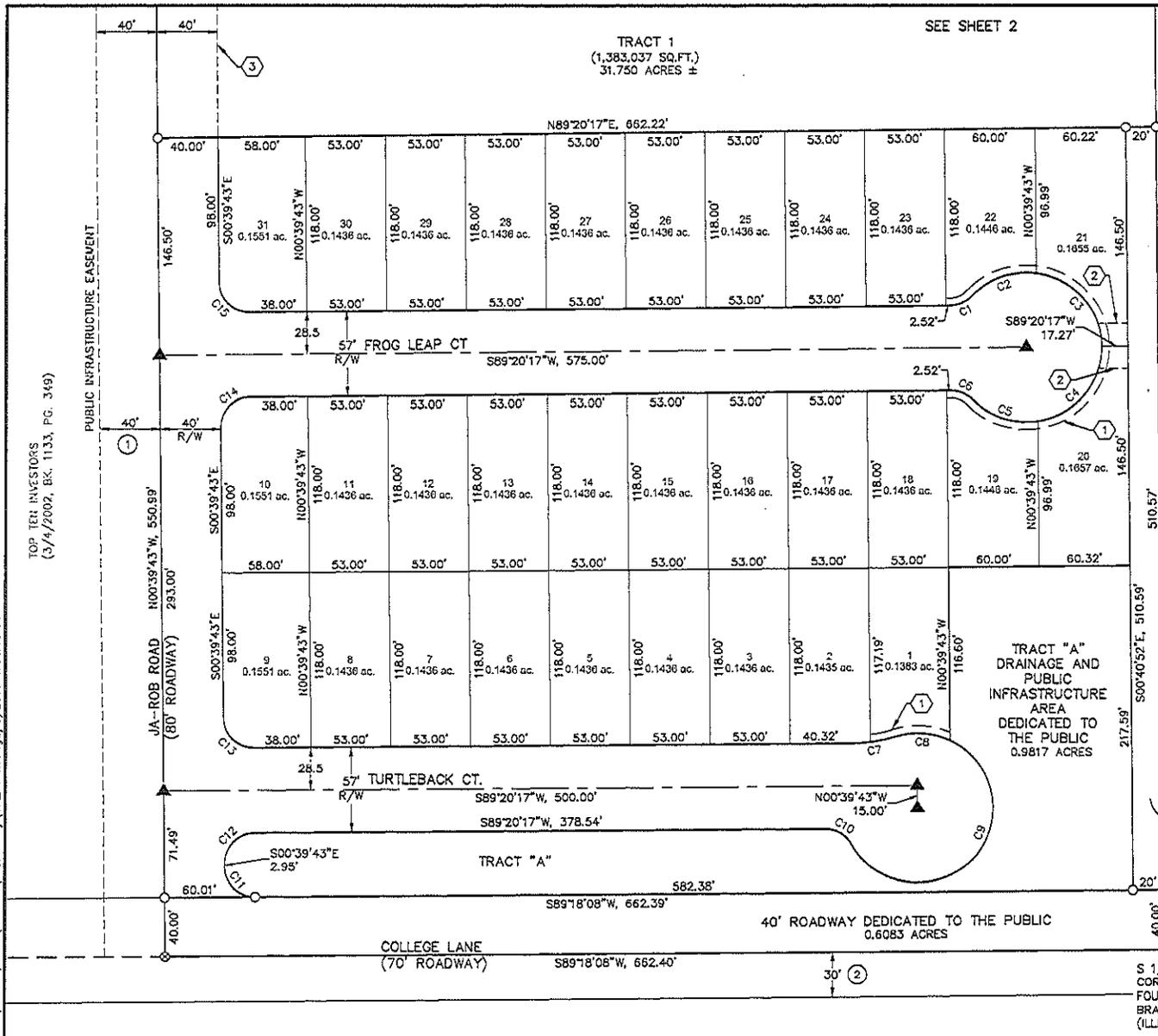
TRACT 1
(1,383,037 SQ.FT.)
31.750 ACRES ±

SEE SHEET 2

PLAT OF
THE MEADOWS SUBDIVISION
UNIT I

SECTION 4, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M.,
CITY OF HOBBS,
LEA COUNTY, NEW MEXICO
FEBRUARY 2019

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	16.11	20.00	40°08'36"	N66°15'59"E	15.68
C2	47.29	50.00	54°11'28"	N70°17'25"E	45.55
C3	71.52	50.00	81°57'08"	S41°38'17"E	65.57
C4	71.52	50.00	81°57'08"	S40°18'51"W	65.57
C5	47.29	50.00	54°11'28"	N71°38'51"W	45.55
C6	16.11	20.00	46°08'36"	N67°35'25"W	15.68
C7	29.55	100.00	16°55'44"	N80°52'25"E	29.44
C8	37.55	50.00	43°01'58"	S86°04'28"E	36.68
C9	187.89	50.00	215°18'14"	S43°05'38"W	95.29
C10	21.44	20.00	61°24'28"	N59°57'29"W	20.42
C11	31.43	20.00	90°02'09"	S45°40'48"E	28.29
C12	31.41	20.00	89°59'32"	S44°20'01"W	28.28
C13	31.42	20.00	90°00'00"	S45°39'43"E	28.28
C14	31.42	20.00	90°00'00"	S44°20'17"W	28.28
C15	31.42	20.00	90°00'00"	S45°39'43"E	28.28



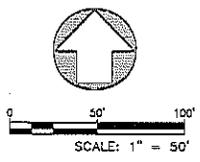
GABRIEL M. REY
(6/4/2010, BK. 1691, PG. 280)

20' DRAINAGE AND PUBLIC
INFRASTRUCTURE CORRIDOR
DEDICATED TO THE PUBLIC
0.2344 ACRES



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6300 MONTANO RD. NW
ALBUQUERQUE, NM 87120
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SHEET 3 OF 3

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

_____, 2019,

AT _____ O'CLOCK ____ M AND RECORDED IN

BOOK _____

PAGE _____

_____, LEA COUNTY CLERK

BY _____ DEPUTY

**PLANNING BOARD MEETING
MINUTES
February 19, 2019**

The Hobbs Planning Board met on February 19, 2019 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:
"Tres" Hicks, Chairman
Guy Kesner, Vice Chairman
Bill Ramirez
Larry Sanderson
Phillip Ingram

Members Absent:
Brett Drennan
Ben Donahue

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

Kevin Robinson, Development Director
Julie Nymeyer, Staff Secretary
Bruce Reid, County Planner
John Lemke

Todd Randall, City Engineer
Eric Scramlin, Deputy City Attorney
Daniel Johncox

1) Call To Order.

Chairman called the meeting to order at 10:01 am.

2) Review and Consider Approval of Agenda.

The first item of business was to review and approve the Agenda for the February 19, 2019 meeting. Mr. Hicks asked if there were anyone at the meeting for today's items. Mr. Robinson said there were two people here for items 6 and 10. Mr. Hicks suggested moving items 6 and 10 to the top of the agenda. Mr. Kesner made a motion, seconded by Mr. Ramirez to approve the agenda as amended. The vote on the motion was 5-0 and the motion carried.

3) Review and Consider Approval of Minutes.

January 15, 2018 – Regular Meeting

Mr. Hicks asked if everyone has had a chance to read the Regular Meeting Minutes from January 15, 2018. Mr. Kesner made a motion, seconded by Mr. Ingram approve the Regular Meeting Minutes as presented. The vote on the motion was 5-0 and the motion carried as presented.

4) Communications from Citizens.

There was no communications from citizens.

- 5) **Review and Consider Final Plat Approval for Albertson Block 1 Subdivision, as submitted by property owner, JF Maddox Foundation.**

Mr. Robinson discussed the Final Plat Approval for the Albertson Block 1 Subdivision. Je said there were two existing variances for the corner houses facing Glorietta. Mr. Kesner made a motion, seconded by Mr. Ramirez to approve the plat with the existing 2 variances on the 4 corner lots. The vote on the motion was 5-0 and the motion carried.

- 6) **Review and Consider Final Plat Approval for The Meadows, Unit 1 Subdivision, as submitted by property owner, Lemke Development, Inc.**

Mr. Robinson discussed the Final Plat for The Meadows, Unit 1 subdivision. Mr. Randall discussed road issues and said Jarob would have to be remilled at some point in the future. He said staff would rather have a developer agreement with the developer to make an \$18,000 deposit with the City of Hobbs instead of doing the road work at this time. Mr. Ramirez made a motion, seconded by Mr. Sanderson to approve the Final Plat as discussed. The vote on the motion was 5-0 and the motion carried.

- 7) **Review and Consider Final Plat Approval for The Subdivision of Lot 4, Mid-Way Acres Subdivision, Unit 2, as submitted by property owner, Frank Trujillo.**

Mr. Robinson discussed the Final Plat approval for The Subdivision of Lot 4, Mid-Way Acres Subdivision, Unit 2. He said everything was in compliance with this subdivision and staff recommended it for approval. Mr. Ramirez made a motion, seconded by Mr. Ingram to approve the Final Plat for Mid-Way Acres. The vote on the motion was 5-0 and the motion carried.

- 8) **Review and Consider Preliminary Plan Approval for Tanglewood, Unit 3 Subdivision, as submitted by property owner, Alberto Caballero.**

- 9) **Review Sketch Plan for The Credo Subdivision, as submitted by property owner, Credo Energy Services, LLC.**

- 10) **Review Sketch Plan for The Mesquite Draw Subdivision, as submitted by property owner, Daniel Johncox.**

- 11) **Discussion Items:**

- A) **Proposed regulations addressing Parking of Commercial Vehicles within the Municipality.**

- 12) **Adjournment.**

- 12) **Adjournment.**

With nothing to discuss further the meeting adjourned at 11:46 am.

Guy Kesner, Vice Chairman

DRAFT



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

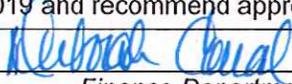
MEETING DATE: February 25, 2019

SUBJECT: RESOLUTION TO APPROVE THE FINAL PLAN FOR SUBDIVISION OF LOT 4, MIDWAY ACRES SUBDIVISION, UNIT 2, AS RECOMMENDED BY THE PLANNING BOARD.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: February 19, 2019
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: The Final Plan for Subdivision Of Lot 4, Midway Acres Subdivision, Unit 2 is submitted by Frank Trujillo. The subdivision is located northeast of the intersection of Macaw Lane and Monarch Street within the Extra-territorial Jurisdiction. The subdivision encompasses +/- 9.04 acres and will contain 4 single family residential lots. The Planning Board reviewed this issue on February 19, 2019 and recommend approval.

Fiscal Impact:

Reviewed By: 
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.

Attachments: Resolution, Final Plan, DRAFT Planning Board Minutes.

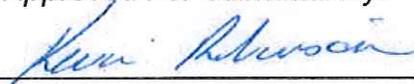
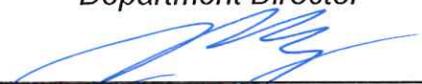
Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Approval of the Resolution to approve Subdivision Of Lot 4, Midway Acres Subdivision, Unit 2, as recommended by the Planning Board.

Approved For Submittal By:


Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6769

A RESOLUTION TO APPROVE THE FINAL PLAN FOR SUBDIVISION OF LOT 4, MIDWAY ACRES SUBDIVISION, UNIT 2, AS RECOMMENDED BY THE PLANNING BOARD.

WHEREAS, Frank Trujillo has submitted a Final Plan for Subdivision Of Lot 4, Midway Acres Subdivision, Unit 2, for review by the City Planning Board; and

WHEREAS, the subdivision Final Plan was reviewed and approved by the Hobbs Planning Board at the February 19, 2019 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 The Meadows Subdivision, Unit 1, 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 25th day of February, 2019.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, CITY CLERK

RECORD DESCRIPTION - PER DEED BOOK 2037, PAGE 714

Lot Four (4), Second Unit of the Mid-Way Acres Subdivision to the city of Lovington, Lea County, New Mexico,

subject to easements, reservations, and restrictions of record.

NEW DESCRIPTION

A tract of land located in the NE1/4 of Section 23, T17S, R37E, N.M.P.M., Lea County, New Mexico and being more particularly described as follows:

Commencing the northeast section corner of Section 23, then S00°37'50"E along the east line of the Northeast Quarter of section, 660.54 feet to a calculated point on said section line; then S89°34'40"W 1319.42 feet to a set 5/8" rebar with Orange Plastic cap marked "R MULLIKEN PS 16873" also being the Point of Beginning (POB); thence S00°39'32"E 630.07 feet to a set 5/8" rebar with Orange Plastic cap marked "R MULLIKEN PS 16873"; thence S89°33'25"W 624.83 feet to a set 5/8" rebar with Orange Plastic cap marked "R MULLIKEN PS 16873"; thence N00°40'23"W 630.05 feet to a set 5/8" rebar with Orange Plastic cap marked "R MULLIKEN PS 16873"; thence N89°33'16"E 624.99 feet to the Point of Beginning and containing 9.04 acres, more or less.

CERTIFICATE OF SURVEY

I, Richard L. Mulliken, New Mexico Professional Surveyor, hereby certify that this Subdivision Plat was prepared from an actual ground survey performed by me or under my supervision, that this survey is true and correct to the best of my knowledge and belief. I further certify that this Subdivision Plat and the field survey upon which it is based meet the Minimum Standards for Surveying in New Mexico.

Richard L. Mulliken NMPS #16873

Date

OWNERS STATEMENT AND AFFIDAVIT

State of New Mexico:
County of Lea:

The undersigned first duly sworn on oath, state: On behalf of the owners and proprietors we have of our own free will and consent caused this plat with its tracts to be platted. The property described on this plat lies within the platting jurisdiction of Lea County, New Mexico

On this _____ day of _____, 20____

By _____
Frank Trujillo

ACKNOWLEDGMENT

State of New Mexico:
County of Lea:

On this _____ day of _____, 20____, before me, Frank Trujillo, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

My Commission Expires: _____

Notary Public

CERTIFICATE OF APPROVAL BY THE LEA COUNTY PLANNING & ZONING

Be it known that this subdivision plat, was submitted to the Lea County Planning and Zoning Board, assembled at a meeting on _____ day of _____, 2017 A.D., and the Roadway Dedication and the dedicated/conveyed surface and sub-surface public infrastructure easement as shown in the attached plat was thereby approved and accepted by a majority of the board.

Attest:

Chairman

County Clerk

ACKNOWLEDGMENT

State Of New Mexico:
County Of Lea:

On this _____ day of _____, 2019, before me appeared, _____ and _____ known to me to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

Notary Public

My commission expires: _____

CERTIFICATE OF APPROVAL BY THE LEA COUNTY COMMISSION

Be it known that this subdivision plat was submitted to the commissioners of Lea County, New Mexico assembled at a meeting on this _____ day of _____, 2019 A.D., and the Roadway Dedication as shown on the attached plat was thereby approved and accepted by a majority of the of the board.

In witness whereof, the Board of Lea County Commissioners of Lea County, New Mexico has caused this instrument to be signed on its behalf by its chairman and attested by the Lea County Clerk on this _____ day of _____, 2019 A.D.

Attest:

Ron Black, Chairman

County Clerk

ACKNOWLEDGMENT

State Of New Mexico:
County Of Lea:

On this _____ day of _____, 2019, before me appeared, _____ known to me to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

Notary Public

My commission expires: _____

CERTIFICATE OF APPROVAL CITY PLANNING BOARD

The Plat, Restrictions and Dedication reviewed and approved the _____ day of _____, 20____ A.D. by the City Planning Board of Hobbs, New Mexico.

Chairman

ACKNOWLEDGMENT

State Of New Mexico:
County Of Lea:

On this _____ day of _____, 2019, before me appeared, _____ known to me to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

Notary Public

My commission expires: _____

CERTIFICATE OF APPROVAL CITY COMMISSION

I, Jan Fletcher, the duly appointed and acting City Clerk of the City of Hobbs, Lea County, New Mexico, do hereby certify that the foregoing plat in Lea County, New Mexico, was approved by the commission of the City of Hobbs by Resolution No. _____ on the _____ day of _____, 20____.

Jan Fletcher, City Clerk

ACKNOWLEDGMENT

State Of New Mexico:
County Of Lea:

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

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

My commission expires: _____

Notary Public

PETTIGREW & ASSOCIATES PA
ENGINEERING | SURVEYING | TESTING
DEFINING QUALITY SINCE 1965
100 E. Navajo - Suite 100, Hobbs New Mexico 88240
T 575 393 9827 F 575 393 1543
Pettigrew.us

PROJECT SURVEYOR: R. Mulliken
DRAWN BY: K. Bolivar



INDEXING INFORMATION FOR COUNTY CLERK

OWNER:
Frank Trujillo

LOCATION:
NW/4 of the SE/4 of Section 23, T17S, R37E, N.M.P.M., Lea County, New Mexico

REVISIONS

No.	DATE	DESCRIPTION

State of New Mexico, County of _____
I here by certify that this instrument was filed for record on:

The _____ Day of _____
20____ A.D.

At _____ O'Clock _____ M.

Cabinet _____ Slide _____

Book _____ Page _____

By _____
County Clerk

By _____
Deputy

Final Plat
OF
Trujillo
Subdivision
FOR
Frank Trujillo

PROJECT NUMBER:
2018.1218

SHEET:
2 of 2
SU - 101

**PLANNING BOARD MEETING
MINUTES
February 19, 2019**

The Hobbs Planning Board met on February 19, 2019 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:

"Tres" Hicks, Chairman
Guy Kesner, Vice Chairman
Bill Ramirez
Larry Sanderson
Phillip Ingram

Members Absent:

Brett Drennan
Ben Donahue

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

Kevin Robinson, Development Director
Julie Nymeyer, Staff Secretary
Bruce Reid, County Planner
John Lemke

Todd Randall, City Engineer
Eric Scramlin, Deputy City Attorney
Daniel Johncox

1) Call To Order.

Chairman called the meeting to order at 10:01 am.

2) Review and Consider Approval of Agenda.

The first item of business was to review and approve the Agenda for the February 19, 2019 meeting. Mr. Hicks asked if there were anyone at the meeting for today's items. Mr. Robinson said there were two people here for items 6 and 10. Mr. Hicks suggested moving items 6 and 10 to the top of the agenda. Mr. Kesner made a motion, seconded by Mr. Ramirez to approve the agenda as amended. The vote on the motion was 5-0 and the motion carried.

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- 12) **Adjournment.**

- 12) **Adjournment.**

With nothing to discuss further the meeting adjourned at 11:46 am.

Guy Kesner, Vice Chairman

DRAFT