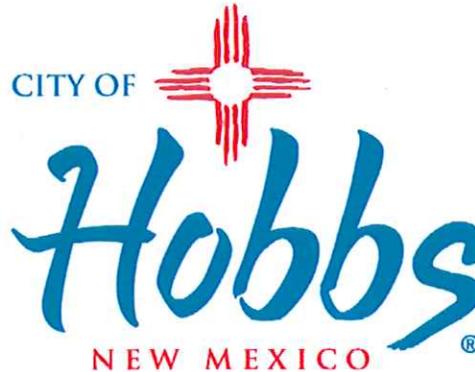


Commission Meeting Agenda



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

July 1, 2019



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

Monday, July 1, 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 June 17, 2019, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

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.)*

2. Resolution No. 6811 - Approving the Final Plan for Zia Crossing Subdivision, Phase 2, Unit 6, as Recommended by the Planning Board *(Kevin Robinson, Planning Department)*
3. Consideration of Approval of a Professional Services Agreement Between the City of Hobbs and the Friends of the Hobbs Public Library *(Efren Cortez, City Attorney)*
4. Resolution No. 6812 - Adoption of the Required Community Development Block Grant (CDBG) Annual Certificates and Commitments (2019) *(Todd Randall, City Engineer)*
5. Resolution No. 6813 - Approving the Disposal of City Property of Rockwind Community Links Electric Golf Carts to be Sold at Auction *(Doug McDaniel, Parks and Recreation Director)*
6. Resolution No. 6814 - Approving the Transfer of City of Hobbs Property Specifically Rockwind Community Links Golf Carts to the City of Lovington *(Doug McDaniel, Parks and Recreation Director)*

DISCUSSION

7. United Way of Lea County - *(Linda Boes, President and CEO)*

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

8. **PUBLIC HEARING:** Resolution No. 6815 - Concerning the Issuance of a Restaurant Liquor License to Maria Bonita Grill, LLC, d/b/a Maria Bonita Grill Located at 2004 NorthTurner, Hobbs, New Mexico *(Efren Cortez, City Attorney)*
9. Resolution No. 6816 - Authorizing a Municipal Arterial Program (MAP) Cooperative Grant Agreement, Control #L200479 for Traffic Signal Improvements on Dal Paso Street *(Todd Randall, City Engineer)*
10. Resolution No. 6817 - Approving a Development Agreement with Sombra Homes, LLC, Concerning the Development of Market Rate Single-Family Housing *(Kevin Robinson, Planning Department)*
11. Resolution No. 6818 - Approving a Development Agreement with Gold Creek Homes Concerning the Development of Market Rate Single-Family Housing *(Kevin Robinson, Planning Department)*

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

12. Next Meeting Date:

- ▶ City Commission Regular Meeting
July 17, 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: July 1, 2019

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: June 24, 2019
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- ▶ Regular Commission Meeting of June 17, 2019

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

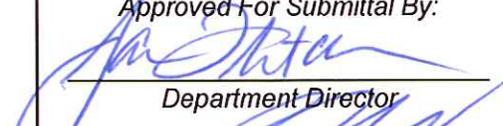
Legal Review:

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, June 17, 2019, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico.

Call to Order and Roll Call

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

Mayor Sam D. Cobb
Commissioner Christopher Mills
Commissioner Joseph D. Calderón
Commissioner Dwayne Penick (*via telephone*)
Commissioner Don Gerth

Absent: Commissioner Marshall R. Newman
Commissioner Patricia A. Taylor

Also present: Manny Gomez, Acting City Manager/Fire Chief
Erik Scramlin, Deputy City Attorney
Valerie Chacon, Assistant City Attorney
Shane Blevins, Police Lieutenant
Barry Young, Deputy Fire Chief
Kevin Shearer,
Toby Spears, Finance Director
Kevin Robinson, Development Director
Doug McDaniel, Parks and Recreation Director
Matt Hughes, Rockwind Community Links Superintendent
Catherine Vorrasi, CORE Facility Director
Lindsay Chism McCarter, CORE Marketing Director
Wade Whitehead, Parks Superintendent
Raymond Bonilla, Community Services Director
Nicholas Goulet, Human Resources Director
Tracy South, Assistant Human Resources Director
Shannon Arguello, Municipal Court Administrator
Meghan Mooney, Communications Director
Sandy Farrell, Library Director
Ron Roberts, Information Technology Director
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
22 citizens

Invocation and Pledge of Allegiance

Reverend B. J. Choice delivered the invocation and Commissioner Gerth led the Pledge of Allegiance.

Approval of Minutes

Commissioner Calderón moved that the minutes of the regular meeting held on June 3, 2019, be approved as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Mills yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Mayor Cobb requested that Item #3, *Consideration of Approval of a Professional Services Agreement with the Boys and Girls Club of Hobbs for FY 19-20*, be moved to the first item under Action Items on the agenda.

Proclamations and Awards of Merit

Recognition of Employee Milestone Service Awards for June, 2019:

Acting City Manager/Fire Chief Manny Gomez recognized the employees who have reached milestone service awards with the City of Hobbs for the month of June, 2019. He read their job titles and gave a brief summary of the job duties performed by each of the following employees:

- ▶ 5 years - Ashley Dimascio, Parks Department
- ▶ 5 years - German Ramirez, Hobbs Police Department
- ▶ 10 years - Joseph Clemmer, Hobbs Police Department
- ▶ 10 years - Ahmaad White, Hobbs Police Department

Acting City Manager/Fire Chief Gomez thanked the Commission for recognizing the employees and their service to the City. He stated employees are the most important resource and asset within the organization. Acting City Manager/Fire Chief Gomez expressed thanks and appreciation to the employees and their families.

Public Comments

Mr. Tommy Hawkins with the Permian Basin USSSA presented the City Commission with an autographed poster board from teams who played in a recent baseball tournament at the ZiaPlex in Hobbs. He stated it is a gift of gratitude for the community's great hospitality and generosity. Mr. Hawkins thanked the Commission for providing turf fields in Hobbs which has increased the number of teams that play in the tournaments. He stated Hobbs is the place to play USSSA in the Permian Basin and USSSA is happy to be a continued partner of youth sports and activities in Hobbs.

Consent Agenda

There were no consent agenda items presented to the Commission.

Discussion

Hobbs Municipal Schools - Career Technical Education (CTE).

Mr. T. J. Parks, Hobbs Municipal Schools (HMS) Superintendent, presented an overview to the Commission regarding the conceptual plan for a Career Technical Education (CTE) program at the Hobbs High School. He stated accomplishment of this goal will be the highlight of his career as an educator and administrator. Mr. Parks stated this will be a great thing for our city and the region. In the past, students have historically been told they need to attend college. Now, preparing students for career and college is the focus. Having a CTE program will help prepare students to be skilled workers after high school graduation. Nationally, every dollar invested in CTE generates a \$9.00 return to the community. Mr. Parks stated funding for the project is critical. The schools are limited to bond 6% of their taxable valuation. He stated the HMS capacity is a total of \$95,109,668 with an outstanding debt of \$48,940,000 which leaves a remaining balance of \$46,169,668 (in 2018 the valuation increased by 17%). Mr. Parks stated the HMS will propose a \$30 million bond question to be on the November ballot for approval. He stated the HMS may need to add another elementary or middle school campus in the near future due to growth. Mr. Parks stated the HMS needs a CTE Facility and the replacement of Southern Heights Elementary. He explained that the State will pay for 56% of the construction for Southern Heights. After careful consideration, staff at HMS have designated the proposed Career Pathways as follows:

- ▶ Energy
- ▶ Science Technology Engineering Math (STEM)
- ▶ Architecture and Construction
- ▶ Hospitality
- ▶ Information Technology
- ▶ Transportation
- ▶ Manufacturing

Mr. Parks reviewed two possible locations for the CTE Facility. He stated the CTE is the future of this community. He stated he has viewed two CTE models located in Frisco, Texas, and Pittsburgh, Massachusetts. Mr. Parks stated the CTE can help set kids up for success in the future.

Commissioner Gerth stated the CTE has been needed in Hobbs for a very long time.

Commissioner Calderón stated Mr. Parks demonstrates great leadership.

In answer to Commissioner Calderón 's question, Mr. Parks stated the HMS was able to build two schools, Broadmoor and Murray Elementary Schools, for the price of one. He stated Southern Heights Elementary School is currently pressed with infrastructure issues. Mr. Parks stated the graduation level in Hobbs is 90%. He stated every child deserves the opportunity to be successful.

Mayor Cobb stated he went with the group and saw two of the CTE Facilities and the one in Massachusetts was the one best suited for Hobbs. He stated the City is in support of having a CTE Facility in the community.

Mr. Parks stated the collaborative partnership in Hobbs will make the CTE successful. He stated he is proud and privileged to live in Hobbs.

Mayor Cobb and the Commission thanked Mr. Parks for the presentation.

Economic Development Corporation of Lea County - Airline Services.

Mr. Finn Smith, Economic Development Corporation (EDC) of Lea County Board President, presented a PowerPoint presentation to the Commission regarding an opportunity for airline service from Hobbs to Denver at the Lea County Regional Airport Service. He reviewed the monthly financials and stated the Hobbs to Houston service is entering the strongest part of the year. Mr. Smith stated a conference call was held with United Airlines requesting additional services to Houston. He stated United Airlines representatives suggested Hobbs inquire about utilizing Denver flights due to hub and spoke connectivity. Mr. Smith stated flights to Denver offer great connections to the West Coast, Northwest, Rocky Mountains, Northern Plains and Canada as well as another flight option for numerous Midwest and East Coast markets to access Hobbs. Mr. Smith continued to state this would be a great addition to the current service for all supporters, airport and business leaders and elected officials. He stated a flight to Denver could start as early as October 28, 2019. Mr. Smith reviewed the Houston and Denver hub and spoke connectivity. He reviewed the proposed time schedules for both the Denver and Houston destinations, departures, arrivals and block time. Mr. Smith stated Denver has higher fixed return costs but lower variable costs and the anticipated subsidy amount is between \$500 to \$600k. He stated United Airlines wants to amend the current agreement to add the Denver language and there will not be any increase in the cap amount.

Mayor Cobb and Commissioners Penick and Mills stated it is a good opportunity to include the Denver flights. They thanked Mr. Smith and members of the EDC for the informative presentation.

CORE Year-in-Review.

Ms. Catherine Vorrasi, CORE Facility Director, presented a year in review to update the Commission on the activities at the Center of Recreational Excellence (CORE) She reviewed attendance and /or revenues from the the Guest Services Division, KidWATCH, KidFIT, Aquatics Division, Health & Well Being Division, Sports Division, Facility Rentals Division and Marketing Division. Mr. Toby Spears, Finance Director, reviewed the CORE Operating Fund Analysis as of May 31, 2019, as follows:

Total Operating Revenue	YTD	(\$1,747,596.55)
Total Operating Revenue (Payments and Transfers from Partners)	YTD	(\$2,666,004.05)
Total Operating Expenditures	YTD	\$3,685,024.50
Total Deficit Before General Fund	YTD	\$1,019,020.45
Approximate General Fund Subsidy	YTD	(\$1,019,020.45)

Ms. Vorrasi reviewed the following information regarding the CORE:

- ▶ The CORE Custodial Division is made up of 7 individuals. Each custodian is responsible for 26,333 square feet per workday; 131,665 square feet per week.
- ▶ CORE Staff worked approximately 144,729 hours from June, 2018 - May, 2019.
- ▶ The CORE has been short-staffed since opening in June, 2018.
- ▶ There are 6 months remaining on the warranty period.
- ▶ The CORE is in the beginning stages of offering adaptive programming to meet the needs of everyone in our community.
- ▶ Batting Cages are coming.
- ▶ Youth swim lessons will be offered year-round now.

Ms. Vorrasi recognized members of the the CORE Leadership Team present in the audience.

Commissioner Calderón thanked Ms. Vorrasi and her staff for a great job at the CORE.

Action Items

Consideration of Approval of a Professional Services Agreement with the Boys and Girls Club of Hobbs for FY 19-20.

Mr. Doug McDaniel, Parks and Recreation Director, reviewed the agreement with the Boys and Girls Club (Club) for FY 19-20 and stated the Club has the technical and professional experience to operate a nine (9) week Summer Program. He stated the Club will also operate, concurrently, a Special Needs program and will hire staff to supervise both of these programs. Additionally, the Club will also enter into a contract with Gus Macker for the operation of the Gus Macker 3-on-3 Basketball Tournament during the Hobbs Downtown Slam & Jam, and provide scorekeepers and the Head Referee for this event.

Mr. Mike Clampitt with the Club stated the City is proposing to pay the Club in four equal installments and they are requesting the City to pay by events to better track expenses and revenues. Mayor Cobb stated the City will pay in four equal payments. Mr. McDaniel stated the quarterly installments are in the amount of \$17,250.00.

Mr. Erik Scramlin, Deputy City Attorney, stated the request from Mr. Clampitt will change the entire agreement and he requested that the item be tabled to bring the agreement back before the City Commission once it has been revised.

Commissioner Calderón moved to table the agreement with the Boys and Girls Club of Hobbs. Commissioner Mills seconded the motion and the vote was recorded as follows: Mills yes, Calderón yes, Gerth yes, Penick yes, Cobb no. The motion carried.

Resolution No. 6809 - Authorizing FY 19-20 Funding Appropriations for Economic Development and Marketing Entities.

Mr. Scramlin stated this resolution authorizes Mayor Cobb to execute professional services agreements with the EDC for operations and special projects in the amount of \$250,000.00, the Hobbs Chamber of Commerce in the amount of \$75,000.00 and the Hobbs Hispano Chamber of Commerce in the amount of \$64,000.00 for FY 19-20.

There being no discussion, Commissioner Calderón moved to approve Resolution No. 6809 as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Mills yes, Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried. A copy of the resolution is attached and made a part of these minutes.

Consideration of Approval of Professional Services Agreement with Pacific Rim, Inc., for Management and Operation of Rockwind Restaurant and Catering Service.

Mr. Scramlin explained the professional services agreement with Pacific Rim, Inc., and stated on April 22, 2019, the City Commission awarded restaurant, food, beverage and catering services at Rockwind Community Links Golf Course to Pacific Rim, Inc., d/b/a Rockwind Grill, LLC (the Grill). He stated staff was authorized to proceed with negotiating

a professional services agreement for the Commission's review and approval. Mr. Scramlin stated an agreement has been successfully negotiated with the Grill. The agreement includes a complete scope of services as it relates to management and operation of the Rockwind restaurant and catering services. He stated the agreement will commence on July 1, 2019, and shall be for a term of one year and may be renewed for three additional one-year terms with the mutual written consent of the parties. Mr. Scramlin stated the agreement also allows for the City Manager to conduct evaluations of the performance of the Grill. He stated the Grill will pay the City \$1,000 per month plus 5% of its gross sales. Mr. Scramlin stated the City is entitled to conduct periodic audits of all monthly gross sales of the Grill. In addition, the City is entitled, but not required, to sponsor up to three major events each year and be entitled to 80% of the net income after deductions of the Grill's pre-approved expenses. As the meeting began, he stated an error was noted in the agreement in that the name of the entity who submitted the bid is Pacific Rim, Inc. He requested the Commission make a motion to amend the language in the agreement to reflect the name Pacific Rim, Inc., as the entity and not Rockwind Grill, LLC.

Commissioner Calderón moved to amend the agreement to change the name in the professional services agreement to Pacific Rim, Inc., instead of Rockwind Grill, LLC., as presented. Commissioner Mills seconded the motion and the vote was recorded as follows: Mills yes, Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried.

Commissioner Calderón then moved to approve the professional service agreement with Pacific Rim, Inc, as amended, for management and operation of the Rockwind Restaurant and Catering Service. Commissioner Mills seconded the motion and the vote was recorded as follows: Mills yes, Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 6810 - Authorizing Approval of the Market Rate Multi-Family and Single-Family Unit Production Municipal Infrastructure Reimbursement Incentive Program for FY 19-20.

Mr. Kevin Robinson, Development Director, explained the resolution and stated the Market Rate Multi-Family and Single-Family Unit Production Incentive Program is based upon past Development Agreements and Programs approved and adopted by the Commission, and reflect those tenants within past Development Agreements and Programs that staff feels were deemed desirable by the Commission. He further stated the first Development Agreement, in response to RFP #440-11, was approved on February 21, 2012, and subsequently a total of \$3,872,886.06 has been appropriated towards Development Agreements incentivizing the production of Market Rate Housing valued at approximately \$91,774,551.00 (incentive = 4.22% +/- of total value) by

participating in the installation of municipal infrastructure. Mr. Robinson stated the Incentive Program to date has created incentives for the production of 997 new multi-family housing units. He stated the Commission has appropriated \$6,700,705.00 towards Market Rate Single Family Development Agreements and actual disbursements have totaled \$4,416,120.62 incentivizing the production of 462 units of new single family housing.

Commissioner Mills moved to approve Resolution No. 6810 as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Mills yes, Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried. Copies of the resolution and documentation are attached and made a part of these minutes.

Mayor Cobb stated he met with a developer from Dallas, Texas, who is interested in developing housing units in Hobbs.

Comments by City Commissioners, City Manager

Acting City Manager/Fire Chief Gomez thanked Ms. Vorrasi for the CORE presentation which reflects her passion for the facility. He also expressed appreciation to the CORE staff for their hard work and for attending tonight's presentation. Acting City Manager/Fire Chief Gomez also thanked the J. F Maddox Foundation, New Mexico Junior College and the Hobbs Municipal Schools for their partnership in the CORE.

Mr. McDaniel introduced Mr. Steve Schoch, the new Golf General Manager and Golf Professional. Mr. Schoch stated he feels privileged to be here in Hobbs as it is a friendly place to live. He stated he has met Mr. Andy Staples who has a great vision for designing golf courses which shows at the Rockwind Community Links Golf Course.

Commissioner Penick stated he is glad Mr. Schoch has relocated to Hobbs.

Commissioner Mills thanked the staff of the HMS, EDC and the CORE for the great presentations at tonight's meeting. He stated Hobbs is blessed with new growth.

Commissioner Penick thanked everyone for their attendance at tonight's meeting.

Mayor Cobb stated Coach Paul Weir with the University of New Mexico Basketball program will be in Hobbs to conduct a basketball camp for kids on Saturday, June 22, 2019, at the Tasker Arena. He stated the cost is \$10.00 per child which is a very affordable camp.

Adjournment

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Gerth seconded the motion and the vote was recorded as follows: Mills yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 7:40 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 1, 2019

SUBJECT: RESOLUTION TO APPROVE THE FINAL PLAN FOR ZIA CROSSING SUBDIVISION, PHASE 2, UNIT 6 AS RECOMMENDED BY THE PLANNING BOARD. Located southwest of the intersection of Millen Drive and Zia Crossing Parkway within the municipal boundaries, submitted by Black Gold Estates, LLC.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: June 24, 2019
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The Final Plan for Zia Crossing Subdivision, Phase 2, Unit 6, is submitted by Black Gold Estates, LLC. The proposed subdivision is located southwest of the intersection of Millen Drive and Zia Crossing Parkway within the municipal boundaries. The proposed subdivision encompasses +/- 11.91 acres and will contain 52 single family residential lots. The Planning Board reviewed this issue on May 21, 2019 and voted 5 to 0 to recommend approval pending receipt of an Engineer of Record Certification as to infrastructure; certification has been received.

Fiscal Impact:

Reviewed By: [Signature]
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, Planning Board Minutes.

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Approval of the Resolution to approve the Final Plan for Zia Crossing Subdivision, Phase 2, Unit 6, as recommended by the Planning Board.

Approved For Submittal By:

[Signature]
Department Director
[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6811

A RESOLUTION APPROVING THE FINAL PLAN OF ZIA CROSSING SUBDIVISION, PHASE 2, UNIT 6, AS RECOMMENDED BY THE PLANNING BOARD.

WHEREAS, Black Gold Estates, LLC has submitted a Final Plan for Zia Crossing Subdivision, Phase 2, Unit 6, for review by the City Planning Board; and

WHEREAS, the subdivision Final Plan was reviewed and approved by the Hobbs Planning Board at the May 21, 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 Zia Crossing Subdivision, Phase 2, Unit 6, as recommended by the Planning Board; and

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

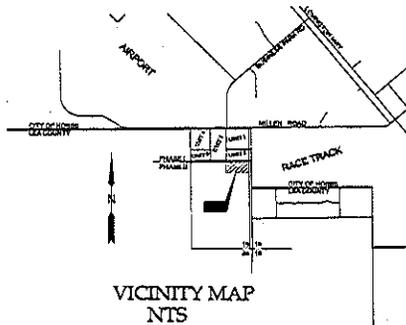
PASSED, ADOPTED AND APPROVED this 1st day of July, 2019.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, CITY CLERK

ZIA CROSSING SUBDIVISION PHASE II, UNIT 6 CITY OF HOBBS, LEA COUNTY, NEW MEXICO



PHASE II, UNIT 6 DESCRIPTION and DEDICATION

ALL THAT PORTION OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 37 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO, DESCRIBED AS FOLLOWS:

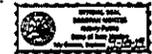
BEGINNING AT A POINT FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 13 BEARS N 89°20'20" E A DISTANCE OF 1432.02 FEET AND ALSO FROM WHICH THE NORTH 1/4 CORNER OF SAID SECTION BEARS N 61°14'31.2" W A DISTANCE OF 2818.32 FEET;
 THENCE S 00°39'55" W A DISTANCE OF 522.20 FEET;
 THENCE S 89°20'07" W A DISTANCE OF 110.00 FEET;
 THENCE S 88°41'12" W A DISTANCE OF 57.00 FEET;
 THENCE S 89°28'22" W A DISTANCE OF 745.35 FEET;
 THENCE S 89°28'22" W A DISTANCE OF 80.00 FEET;
 THENCE N 00°10'43" W A DISTANCE OF 524.25 FEET;
 THENCE N 89°28'22" E A DISTANCE OF 80.00 FEET;
 THENCE N 89°28'05" E A DISTANCE OF 750.00 FEET;
 THENCE N 89°27'34" W A DISTANCE OF 57.01 FEET;
 THENCE N 89°20'05" E A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, AND HAVING AN AREA OF 11.91 ACRES, MORE OR LESS.

SUBDIVIDED AS THE SAME APPEARS HEREBY, WITH ALL RIGHTS-OF-WAY AS SHOWN HEREBY DEDICATED TO THE PUBLIC, COMPRISING ZIA CROSSING SUBDIVISION, PHASE II, UNIT 6, TO THE CITY OF HOBBS, WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETORS THEREOF, NOTICE IS HEREBY GIVEN THAT THERE HAS BEEN FILED IN THE OFFICE OF THE COUNTY CLERK OF LEA COUNTY, NEW MEXICO, CERTAIN RESTRICTIVE COVENANTS APPLICABLE TO THE ABOVE DESCRIBED PROPERTY, WHICH SAID COVENANTS ARE RECORDED ON PAGE _____ OF BOOK _____ MISCELLANEOUS RECORDS OF SAID COUNTY.

OWNER: Daniel W. Dattola
 DANIEL W. DATTOLA AGENT FOR BLACK GOLD ESTATES, LLC.

ACKNOWLEDGMENT:

STATE OF NEW MEXICO)
 COUNTY OF LEA) SS



ON THIS 18 DAY OF June, 2019, BEFORE ME PERSONALLY APPEARED DANIEL W. DATTOLA, AGENT FOR BLACK GOLD ESTATES, LLC, TO ME KNOWN TO BE THE PERSON(S) DESCRIBED IN AND WHO EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

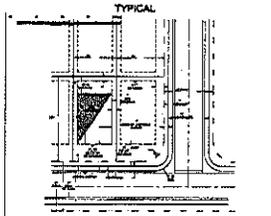
MY COMMISSION EXPIRES:

September 15, 2019

Deborah M. Moore
 NOTARY PUBLIC

NOTES:

1. SET 1/2" REBAR WITH PLASTIC CAP MARKED L8 8556 AT ALL CORNERS AND BEGINNING AND END OF CURVES.
2. SEE PLAT # 15243 RECORDED IN LEA COUNTY
3. LOT SIDE SET BACK LINES ARE 5.0 FEET EXCEPT ALONG RIGHTS-OF-WAY. WHERE 15.00 FOOT SIDE SETBACK LINES APPLY, LOT FRONT SETBACK LINES ARE 21.00 FEET.



SURVEYORS CERTIFICATE:

I, RANDY A. BOUET, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR, CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY AND THE PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

Randy A. Bouet
 RANDY A. BOUET, N.M.P.L.S. 8085

4/11/2019
 DATE



CERTIFICATE OF MUNICIPAL APPROVAL:

STATE OF NEW MEXICO)
 COUNTY OF LEA) SS

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 OF THE ZIA CROSSING SUBDIVISION, PHASE II, UNIT 6, WAS APPROVED BY THE COMMISSION OF THE CITY OF HOBBS BY RESOLUTION NO. _____ ON THE _____ OF 2019 A.D.

JAN FLETCHER, CITY CLERK

CERTIFICATE OF APPROVAL BY THE CITY 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.

WILLIAM M. MOCKS III
 CHAIRMAN

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS PLAT IS THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 13, T.18 S., R.37 E., N.M.P.M., BETWEEN THE FOUND MONUMENTS AS DESCRIBED IN THE CITY OF HOBBS GPS SURVEY REPORT AS #143 AT THE N1/4 CORNER AND #144 AT THE NE CORNER OF SAID SECTION 13.

L.S. N 89°28'30" E - 2842.07'
 ALL DISTANCES SHOWN HEREBY ARE GROUND VALUES

FOUR CORNERS SURVEYING, INC.
 21150 COUNTY ROAD 14, CORTEZ, CO #1321
 970-863-4241

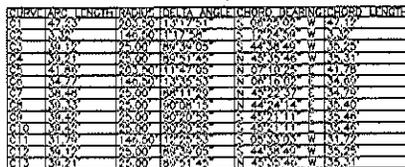
DRAWN RAD	DATE 0/06/2019	ZIA CROSSING SUBDIVISION PHASE II, UNIT 6
APPROVED	DATE	CITY OF HOBBS, NEW MEXICO
SCALE NOT TO SCALE	SHEET 1 OF 2	PROJECT NO. 804UNITS/TITLE/SHEET

LEA COUNTY SEAL STATE OF NEW MEXICO COUNTY OF LEA FILED

AT _____ 2019
 BY _____
 BOOK _____ PAGE _____
 NOT QUARANTEED
 LEA COUNTY CLERK
 BY _____ DEPUTY

ZIA CROSSING SUBDIVISION PHASE II, UNIT 6 = 52 LOTS

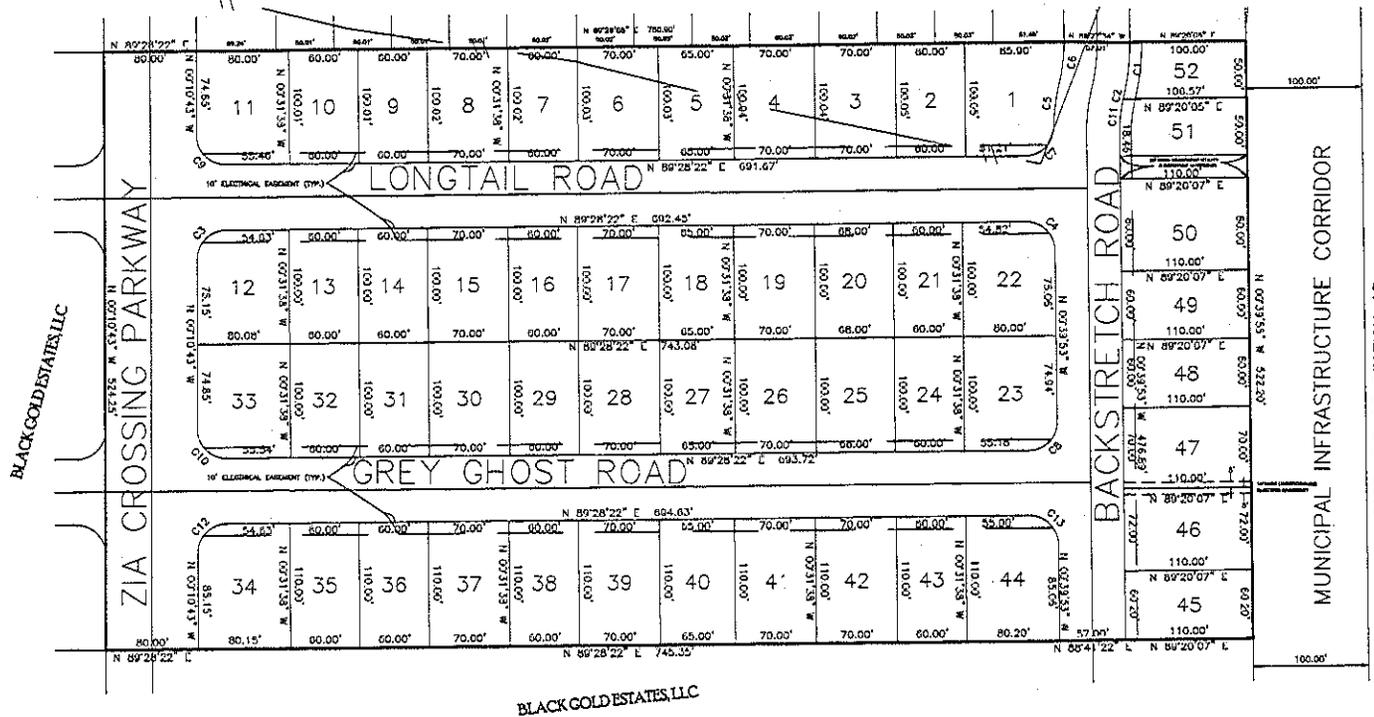
TOTAL ACREAGE = 11.91 AC.



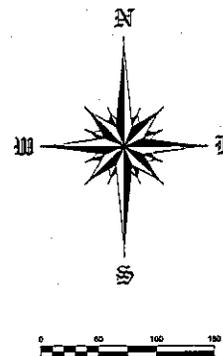
UNIT 2, PH I

EXTENTS OF FLOOD ZONE PER CITY OF HOBBS GIS MAP

BLACK GOLD ESTATES, LLC



TIE TO NE CORNER SECTION 13 FOUND CONCRETE MONUMENT WITH BRASS DISK



ZIA PARK, LLC

ZIA CROSSING PARKWAY = 50' ROW
 LONGTAIL ROAD = 57' ROW
 GREY GHOST ROAD = 57' ROW
 BACKSTRETCH ROAD = 57' ROW

Area	Sq. Feet	Acres
1	7863.80	0.18
2	10303.03	0.24
3	7003.20	0.16
4	7002.60	0.16
5	6002.20	0.14
6	7002.05	0.16
7	6001.44	0.14
8	7001.37	0.16
9	6000.92	0.14
10	6000.53	0.14
11	7804.87	0.18
12	7845.71	0.18
13	6000.00	0.14
14	6000.00	0.14
15	7000.00	0.16
16	6000.00	0.14
17	7000.00	0.16
18	6000.00	0.14
19	7000.00	0.16
20	6000.00	0.14
21	6000.00	0.14
22	7854.68	0.18
23	7877.14	0.18
24	6000.00	0.14
25	6000.00	0.14
26	7000.00	0.16
27	6000.00	0.14
28	7000.00	0.16
29	6000.00	0.14
30	7000.00	0.16
31	6000.00	0.14
32	6000.00	0.14
33	7902.76	0.18
34	8547.37	0.20
35	6000.00	0.14
36	6000.00	0.14
37	7700.00	0.18
38	6000.00	0.14
39	7700.00	0.18
40	6000.00	0.14
41	7700.00	0.18
42	7700.00	0.18
43	6000.00	0.14
44	8874.17	0.20
45	8871.93	0.20
46	7920.27	0.18
47	7700.00	0.18
48	6000.00	0.14
49	6000.00	0.14
50	8800.00	0.20
51	3464.10	0.13
52	5113.00	0.12



FOUR CORNERS SURVEYING, INC.		
21180 COUNTY ROAD U, CORTEZ, CO 81321		
870-882-1241		
DRAWN	DATE	ZIA CROSSING SUBDIVISION
RAD	6/1/2019	PHASE II, UNIT 6
APPROVED	DATE	CITY OF HOBBS, NEW MEXICO
SCALE	SHEET	PROJECT NO.
1" = 100'	2 OF 2	62LUNTSHTJREV2

4) **Communications from Citizens.**

There were no communications from citizens.

5) **Review and Consider**

6) **Review and Consider Final Plat Approval for Zia Crossing Unit 6, as submitted by property owner, Black Gold Estates, LLC.**

Mr. Robinson said this is the Final Plat Approval for Zia Crossing Unit 6 pending Engineer of record certification that all infrastructures are in place and acceptable as per the plans. He said this is a timing issue. He said the developer felt like they would be completed prior to the next Planning Board Meeting. He said they would be able to go to Commission as soon as everything is in place.

Mr. Robinson said they are only lacking curb, gutter and street. He said their preliminary plat was approved by the Board and City Engineer. He said this will be a Final Plat Approval pending their certification and all infrastructure is in place.

Mr. Ramirez made a motion, seconded by Mr. Kesner to approve the Final Plat approval pending the infrastructure certification. The vote on the motion was 5-0 and the motion carried.

7) **Review and Consider Final Plat Approval of Tanglewood Unit Three, as submitted by property owner, ALJO, LLC.**

Mr. Robinson said Final Plat of Tanglewood Unit 3. He said this property owner is requesting a Final Plat with a Bond as a surety that all of the public infrastructures will be in place and all the work complete. He said the bond amount is approximately \$330,000. Mr. Randall said a certification on all the approvals will be required before the bond is release.

Mr. Robinson said after Commission approval of the Final Plat then they will be able to convey the lots. Mr. Hicks asked if staff was comfortable with the bond amount being on the remainder of work, not the full amount. Mr. Robinson said yes staff is comfortable with the bond. Mr. Randall said they have an estimate from the Engineer as far as how much the remaining part is. He said they will not get a CO until all the improvements are done.

Mr. Ingram asked how much this developer has done with the city before? Mr. Randall said he has done two others. Mr. Robinson said staff does not have concern about the developer being able to perform on the bond. Mr. Kesner said if there is a motion made it needs to include testing and making sure that the current utilities that will be owned by the city have been tested and passed and have engineering certifications of those two items.

Mr. Sanderson made a motion, seconded by Mr. Kesner to approve the Final Plat contingent on the current utilities that will be owned by the city be tested and passed and have engineering certifications of those two items. The vote on the motion was 5-0 and the motion carried.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 1, 2019

SUBJECT: Approval of a Professional Services Agreement with Friends of the Hobbs Public Library

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: June 25, 2019
SUBMITTED BY: Efen A. Cortez, City Attorney

Summary:

The Friends of the Hobbs Public Library ("Friends of the Library") is a non-profit entity working to benefit the Hobbs Public Library in consultation with the Library Director. This Professional Services Agreement allows Friends of the Library to maintain a small office space in the Library. Friends of the Library sells used books from the space, utilizes the space as an office and its volunteers assist Library personnel under the direction of the Library Director. The Agreement requires Friends of the Library to maintain liability insurance. The City provides all utilities, maintenance and janitorial services. The agreement is for fiscal year 2019-2020 ending June 30, 2020, and the office is subject to space requirements at the Library.

Fiscal Impact:

There is no significant fiscal impact.

Reviewed By: _____

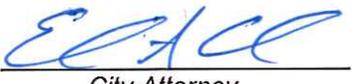

Finance Department

Attachments:

Professional Services Agreement

Legal Review:

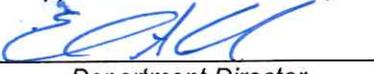
Approved As To Form: _____

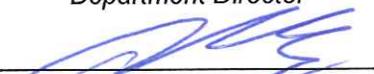

City Attorney

Recommendation:

The Commission should consider approval of the Professional Services 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. _____

PROFESSIONAL SERVICES AGREEMENT
CITY OF HOBBS – FRIENDS OF THE HOBBS PUBLIC LIBRARY

FY 2019-2020

WHEREAS, NMSA 1978, §3-17-1, provides that cities are granted those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the City and its inhabitants; and

WHEREAS, the City Commission of the City of Hobbs, Lea County, New Mexico, has determined that the services to be provided by the contracting party pursuant to this Agreement are needed by certain segments of the population of the City and are necessary to contribute to the quality of life of the citizens of the City of Hobbs; and

WHEREAS, the City of Hobbs, through its management staff, and pursuant to NMSA 1978, §13-1-126, as amended, has conducted a good faith review of available resources within Lea County and has determined that there is only one source within Lea County for the services needed.

NOW THEREFORE, the City of Hobbs (hereinafter referred to as "City") and Friends of the Hobbs Public Library (hereinafter referred to as "Contractor") and hereby do agree as follows:

1.0 SCOPE OF SERVICES

1.1 CONTRACTOR will provide the following services:

1.1.1 Conduct various service oriented projects that benefit the Hobbs Public Library in consultation with the Library Director;

1.1.2 Contractor may conduct used book sales (the sale of books owned by Friends of the Library) and may provide funds/services to the City to enhance the Library's collection, underwrite special programming and will advocate for the greater use and needs of the City Library.

1.1.3 Contractor may assist Library staff at various times and with various projects under the supervision and direction of the Library Director.

1.1.4 The Library Director shall at all times have oversight and discretion as to the projects and roles Contractor provides to the Hobbs Library.

1.2 All persons retained by CONTRACTOR to provide the services required by this Agreement shall be employees, volunteers or contractors of CONTRACTOR, which shall be solely responsible for their acts and omissions, as well as all compensation, taxes and benefits associated with their work for CONTRACTOR.

1.3 It is expressly understood and acknowledged that CONTRACTOR is an independent contractor, that it is not an instrumentality, agent or employee of City, and that it will not so represent itself to the public. The volunteers of CONTRACTOR are not entitled to any benefit that an employee of the City of Hobbs may be entitled.

1.4 This Agreement shall not preclude funding or other contracts from other sources.

2.0 SPACE AGREEMENT

2.1 City shall provide Contractor a room (room 10) in which to operate on a year-to-year basis, subject to space requirements of the City Library. No modifications of the space will be made without approval of the Library Director and the General Services Director. City shall provide a sign for said room that will be consistent with the design of the Library. No other sign may be utilized on the walls or door without approval of the Library Director. The door shall be keyed with a lock that may be opened with a master key. The City may have access to the room with a master key at any time. Contractor may utilize the room only during Library hours. City shall provide all utilities, including maintenance and janitorial services.

2.2 CONTRACTOR shall make no claim against City for any expense incurred by it in providing the services required by this Agreement. Specifically, CONTRACTOR shall make no claim against City for travel expense, duplication costs, telephone costs, secretarial assistance, office supplies or any other cost not specifically allowed herein.

3.0 TERM AND TERMINATION

3.1 This Agreement for services is to cover City's fiscal year, beginning July 1, 2019, and ending June 30, 2020. CONTRACTOR shall not be entitled to future contracts or other funding in future fiscal years by virtue of entering into this Agreement.

3.2 This Agreement may be terminated, for any reason, by either party with thirty (30) days advanced written notice to the other.

4.0 INSURANCE

4.1 CONTRACTOR shall provide the City of Hobbs with a Certificate of Insurance naming the City of Hobbs as an additional insured on all general and/or professional liability, automobile liability, and workers' compensation insurance policies. Said policy shall have an insurance amount of \$1,000,000.00 and shall be primary.

5.0 MISCELLANEOUS PROVISIONS

5.1 CONTRACTOR shall timely notify City of any change as to its principal place of business, the identity of all its directors, officers and members, any change of its corporate status, any change of its tax-exempt status with the Internal Revenue Service, any change in programming

and any pending litigation or asserted claims or any other matter that might affect the continued rendition of services to City residents under this Agreement.

5.2 CONTRACTOR represents and warrants that the information given to City in support of its request for funding is true and correct; further, that its staff is competent to render the services which are the subject of this Agreement, and finally, that there is no other provider in Lea County of the kind of services contemplated by this Agreement.

5.3 CONTRACTOR agrees to abide by all state and federal rules, regulations and statutes pertaining to equal opportunity. In accordance with these laws and regulations, CONTRACTOR agrees to assure that no person shall, on the grounds of race, color, national origin, sex, age, handicap or medical condition, be excluded from participation in programs and services to be rendered by CONTRACTOR pursuant to this Agreement.

5.4 CONTRACTOR shall give City prompt and timely notice of any claim made or suit instituted against CONTRACTOR which may in any way, directly or indirectly, contingently or otherwise, result in a judgment against City.

5.5 CONTRACTOR agrees to and shall indemnify, defend and hold the City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents harmless from any and all causes of action, suits, claims, judgments, losses, costs, expenses and liens, of every kind and nature, including but not limited to court costs and reasonable attorneys' fees arising or alleged to have arisen out of performance of CONTRACTOR's rendition of services or failure to render services pursuant to this Agreement or any breach of this Agreement.

5.6 This Agreement shall be construed pursuant to the laws of the State of New Mexico. The parties represent that the requirements of the New Mexico Procurement Code have been met as a prerequisite for entering into this Agreement. They further agree that any changes or modifications to this Agreement suggested or required by any supervising state entity, such as the New Mexico Attorney General's office or the New Mexico Department of Finance and Administration, shall be made in order to fully comply with the law as such agencies might interpret and define it to the parties.

5.7 If CONTRACTOR obtains an audit or other type of financial review of its affairs, then City shall receive a copy of same. This provision does not otherwise obligate CONTRACTOR to secure such services. City shall be entitled to a detailed current income/expense statement upon written request.

5.8 This is a personal services contract and neither City nor CONTRACTOR may assign this Agreement, or any interest herein, without prior written approval of the other.

5.9 This Agreement reflects all covenants, understandings and agreements between the parties. This Agreement may not be altered except by another writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this
____ day of _____, 2019.

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

By: _____
SAM D. COBB, Mayor

By: _____
JAN FLETCHER, City Clerk

By: _____
TOBY SPEARS, Finance Director

By: _____
SANDY FARRELL, Library Dir.

ATTEST:

FRIENDS OF THE LIBRARY

By: _____
Lou Allen, Secretary

By: _____
Kay Hannum, Chairman
P.O. Box 5041
Hobbs, New Mexico 88241

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

EFREN A. CORTEZ, City Attorney



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 1st, 2019

SUBJECT: ADOPTION OF REQUIRED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL CERTIFICATIONS AND COMMITMENTS (2019)

DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: June 25th, 2019
SUBMITTED BY: Todd Randall, City Engineer

Summary:

Citizen Participation Plan:

The City certifies its commitment to citizen participation by preparing and adopting a Citizen Participation Plan that includes ways to encourage public input using various methods to reach the public and assures that citizens are provided reasonable notice and timely access to local meetings, per the Open Meetings Act (NMSA 1978, Chapter 10, Article 15)

Fair Housing:

The City certifies its commitment to the Fair Housing Act of 1968 to affirmatively further fair housing, which prohibits discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing on the basis of race, color, religion, sex, disability, familial status, or national origin.

Residential Anti-Displacement and Relocation Assistance Plan:

The City certifies its compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, whose purpose is to provide uniform, fair, and equitable treatment for persons whose real property is acquired or for persons displaced as a result of a CDBG-funded project or activity.

Section 3:

The City certifies its commitment to Section 3, a provision of the Housing and Urban Development (HUD) Act of 1968, which requires recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low and very low income residents in connection with projects and activities in their community.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

Community Development Block Grant projects are an important source of revenues to upgrade low and moderate income areas in the City.

Attachments:

Resolution, Citizen Participation Plan, Fair Housing Plan, Residential Anti-Displacement and Relocation Assistance Plan, Section 3 Plan

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

To make a motion to approve the Resolution for the Mayor to adopt the CDBG Annual Certifications and Commitments

Approved For Submittal By: [Signatures] 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. 6812

A RESOLUTION AUTHORIZING ADOPTION OF THE REQUIRED
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL
CERTIFICATIONS AND COMMITMENTS (2019)

WHEREAS, municipalities, counties or other entities that accept Community Development Block Grant (CDBG) funds must adopt certain required federal regulations; and

WHEREAS, the City of Hobbs (hereinafter referred to as the Grantee) wishes to ensure compliance with federal regulations by adopting the following required certifications and commitments:

- Citizen Participation** certifies its commitment to citizen participation by preparing and adopting a Citizen Participation Plan that includes ways to encourage public input using various methods to reach the public and assures that citizens are provided reasonable notice and timely access to local meetings, per the Open Meetings Act (NMSA 1978, Chapter 10, Article 15)
- Fair Housing** certifies its commitment to the Fair Housing Act of 1968 to affirmatively further fair housing, which prohibits discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing on the basis of race, color, religion, sex, disability, familial status, or national origin
- Residential Anti-Displacement & Relocation Assistance** certifies its compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, whose purpose is to provide uniform, fair, and equitable treatment for persons whose real property is acquired or for persons displaced as a result of a CDBG-funded project or activity
- Section 3** certifies its commitment to Section 3, a provision of the Housing and Urban Development (HUD) Act of 1968, which requires recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low and very low income residents in connection with projects and activities in their community

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be, and hereby is, authorized to adopt the above CDBG certifications and commitments that must be adopted annually.

PASSED, ADOPTED AND APPROVED at a duly called and convened regular meeting of the governing body of the City of Hobbs this 1st day of July, 2019.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

EXHIBIT 1-Z

CDBG FEDERAL REQUIREMENTS

CITIZEN PARTICIPATION REQUIRED ELEMENTS

In accordance with the 1987 revisions to the Housing and Community Development Act and in an effort to further encourage citizen participation, _____ CITY OF HOBBS _____ has prepared and adopted this Citizen Participation Plan.

Objective A

_____ CITY OF HOBBS _____ will provide for and encourage citizen participation within its area of jurisdiction, with particular emphasis on participation by persons of low and moderate income. *Action items:*

1. *Adopt and circulate an Open Meetings Resolution which provides citizens with reasonable notice of county/municipality upcoming meetings, actions and functions.*
2. *Develop press releases on county/municipality meetings, actions and hearings, and circulate to newspapers, radio and television media.*
3. *Develop and maintain listing of groups and representative of low and moderate income persons, and include on mailing lists of announcements, notices, press releases, etc.*

Objective B

_____ CITY OF HOBBS _____ will provide citizens with reasonable and timely access to local meetings, information and records relating to the proposed and actual use of CDBG funds. *Action items:*

1. *Public notices, press releases, etc., should allow for a maximum length of notice to citizens.*
2. *Appropriate information and records relating to the proposed and actual use of CDBG funds must be available upon request to all citizens. Personnel and income records may be exempted from these requirements.*
3. *Meetings, hearing, etc., should be conducted at times and locations conducive to public attendance, e.g., evenings, Saturdays.*

Objective C

_____ CITY OF HOBBS _____ will provide technical assistance to groups and representatives of low and moderate income persons that request assistance in developing proposals. *Note: the level and type of assistance is to be determined by the county/municipality. Action items:*

1. *Low and moderate income groups should be advised that technical assistance, particularly in the area of community development, is available from the county/municipality upon request.*
2. *Document technical assistance provided to such groups and has documentation available for review.*

Objective D

CITY OF HOBBS will provide a minimum of two public hearings to obtain citizen participation and respond to proposals and questions at all stages of the Community Development Block Grant Program. *Action items:*

1. *Advise citizens of the CDBG program objectives, range of activities that can be applied for and other pertinent information.*
2. *Conduct a minimum of two public hearings:*
 - a. *One public hearing will be held to advise citizens of the program objectives and range of activities that can be applied for, and to obtain the citizen's views on community development and housing needs, to include the needs of low and moderate income people. This hearing will take place prior to the selection of the project to be submitted to the state for CDBG funding assistance.*
 - b. *A second public hearing will be held to review program performances, past use of funds and make available to the public its community development and housing needs, including the needs of low and moderate income families, and the activities to be undertaken to meet such needs.*
3. *Publish public hearing notices in the non-legal section of newspapers or in other local media. Evidence of compliance with these regulations will be provided with each CDBG application, i.e., hearing notice minutes of public meetings, list of needs and activities to be undertaken, etc. Amendments to goals, objectives and applications are also subject to public participation.*

Objective E

CITY OF HOBBS will provide timely written answers to written complaints and grievances within 15 working days where practical. *Action items:*

1. *Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.*
2. *Allow for appeal of a decision to a neutral authority.*
3. *File a detailed record of all complaints or grievances and responses in one central location with easy public access.*

Objective F

CITY OF HOBBS will identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of residents can be reasonably expected to participate. *Action items:*

1. *Identify areas where large majorities of non-English speaking persons reside and make appropriate provisions when issues affecting these areas are to be discussed at public meetings, hearings, etc. Appropriate provisions will include having interpreters available at the meeting and having briefing material available in the appropriate language.*
2. *Maintain records/rosters of public hearing attendees and proceedings to verify compliance with this objective.*

FAIR HOUSING REQUIRED ELEMENTS

A resolution of the CITY COMMISSION of the CITY of HOBBS, adopting a fair housing policy, making known its commitment to the principle of fair housing, and describing actions it shall undertake to affirmatively further fair housing.

WHEREAS; the Housing and Community Development act of 1974 as amended requires that all applicant for Community Development Block Grants funds certify that they shall affirmatively further fair housing; and

WHEREAS; the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 declare a national policy to prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services, on the basis of race, color, religion, sex, disability, familial status or national origin; and

WHEREAS; fairness is the foundation of the American system and reflects traditional American values; and

WHEREAS; discriminatory housing practices undermine the strength and vitality of America and its people;

NOW, THEREFORE, BE RESOLVED THAT the CITY COMMISSION of the CITY of HOBBS hereby wish all persons living, working, doing business in or traveling through this CITY to know that: discrimination in the sale, rental, leasing, and financing of housing or land to be used for construction of housing, or in the provision of brokerage services on the basis of race, color, religion, sex, handicap, familial status or national origin is prohibited by Title VIII of the Fair Housing Act Amendments of 1988; and that it is the policy of the CITY of HOBBS to implement programs, within the constraints of its resources, to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or national origin; and within available resources the CITY of HOBBS will assist all persons who feel they have been discriminated against in housing issues on the basis of race, color, religion, sex, handicap, familial status or national origin to seek equality under existing federal and state laws to file a complaint with the New Mexico Attorney General's Office or the U.S. Department of Housing and Urban Development; and that the CITY of HOBBS shall publicize this Resolution and thereby encouraging owners of rental properties, developers, builders and others involved with housing to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances; and that the CITY of HOBBS shall undertake the following actions to affirmatively further fair housing:

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE REQUIRED ELEMENTS

I. Background/Introduction

Section 104(d) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(d)(4)), Section 105(b)(16) of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12705(b)(16)), and implementing regulations at 24 CFR Part 42, specify that a grantee under the Community Development Block Grant (CDBG) must certify that it has in effect and is following a "residential Anti-displacement and relocation assistance plan" (Plan). As a CDBG grantee, _____ CITY OF HOBBS _____ must certify to State of New Mexico Department of Finance and Administration Local Government Division that it has and is following such a Plan.

The Plan must include three components: 1) one-for-one replacement requirements for lower-income housing units, 2) relocation assistance, and 3) a description of the steps _____ CITY OF HOBBS _____ will take to minimize displacement.

II. Activities Covered by the Plan

All activities involving the use of CDBG funds that cause displacement as a direct result of demolition or conversion of a lower-income dwelling are subject to the requirements specified in the Plan. Activities for which funds are first obligated on or after September 30, 1988 are subject to the requirements specified in the Plan, without regard to the source year of the funds.

III. Uniform Relocation Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) govern displacement that directly results from acquisition, rehabilitation, or demolition of real property when federal funds are used. _____ CITY OF HOBBS _____'s Residential Anti-displacement and Relocation Assistance Plan is in no way intended to supersede the URA. CDBG assisted activities may still be subject to the requirements of the URA.

IV. One-for-One Replacement Units

All occupied and vacant occupiable lower-income dwelling units that are demolished or converted to a use other than as lower-income dwelling units in connection with an assisted activity must be replaced with comparable lower-income units. Replacement lower-income dwelling units may be provided by any governmental agency or private developer and must meet the following requirements:

- A. The units must be located within _____ CITY OF HOBBS _____ to the extent feasible, the units shall be located within the same neighborhood as the units replaced

- B. The units must be sufficient in number and size to house no fewer than the number of occupants who could have been housed in the units that are demolished or converted. The number of occupants who could have been housed in the units shall be in accordance with applicable local housing occupancy codes. The units may not be replaced with smaller units (e.g., a 2-bedroom unit with two 1-bedroom units), unless CITY OF HOBBS has provided information demonstrating that such a proposed replacement is consistent with the needs assessment contained State of New Mexico Department of Finance and Administration Local Government Division HUD-approved Consolidated Plan.
- C. The units must be in standard condition and must at a minimum meet Section 8 Program Housing Quality Standards. Replacement lower-income units may include units brought from a substandard condition to standard condition if: 1) no person was displaced from the unit; and 2) the unit was vacant for at least 3 months before execution of the agreement between CITY OF HOBBS and the property owner.
- D. The units must initially be made available for occupancy at any time during the period beginning 1 year before the recipient makes public the information required under Section F below and ending 3 years after the commencement of the demolition or rehabilitation related to the conversion.
- E. The units must be designed to remain lower-income dwelling units for at least 10 years from the date of initial occupancy. Replacement lower-income dwelling units may include, but are not limited to, public housing or existing housing receiving Section 8 project-based assistance
- F. Before CITY OF HOBBS enters into a contract committing it to provide CDBG funds for any activity that will directly result in the demolition of lower-income dwelling units or the conversion of lower-income dwelling units to another use, CITY OF HOBBS must make public and submit in writing to State of New Mexico Department of Finance and Administration Local Government Division the following information:
- 1 A description of the proposed assisted activity;
 - 2 The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than for lower-income dwelling units as a direct result of the assisted activity;
 - 3 A time schedule for the commencement and completion of the demolition or conversion;
 - 4 The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data is not available at the time of the submission to State of New Mexico Department of Finance and Administration Local Government Division, the submission shall identify the general location on an area map and the approximate number of dwelling units by size, and information identifying the specific location and number of dwellings units by size shall be submitted and disclosed to the public as soon as it is available;
 - 5 The source of funding and time schedule for the provision of replacement dwelling units;
 - 6 The basis for concluding that each replacement unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
 - 7 Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the needs assessment contained in

the State of New Mexico Department of Finance and Administration Local Government Division Consolidated Plan.

- G. The one-for-one replacement requirements may not apply if HUD determines, based on objective data, that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within _____ CITY OF HOBBS _____. In making such a determination, State of New Mexico Department of Finance and Administration Local Government Division will consider such factors as vacancy rates, numbers of lower-income units in _____ CITY OF HOBBS _____ and the number of eligible families on the Section 8 waiting list.

V. Relocation Assistance

Each lower-income person who is displaced as a direct result of CDBG assisted demolition or conversion of a lower-income dwelling shall be provided with relocation assistance.

Relocation assistance includes advisory services and reimbursement for moving expenses, security deposits, credit checks, other moving expenses, including certain interim living costs, and certain replacement housing assistance.

Displaced persons have the right to elect, as an alternative to the benefits described in this Plan, to receive benefits under the URA, if they determine that it is in their best interest to do so. The following relocation assistance shall be available to lower-income displacement persons:

- A. Displaced lower-income persons will receive the relocation assistance required under 49 CFR 24, Subpart C (General Relocation Requirements) and Subpart D (Payment for Moving and Related Expenses) whether the person elects to receive assistance under the URA or the assistance required by CDBG regulations. Relocation notices must be distributed to the affected persons in accordance with 49 CFR 24.203 of the URA;
- B. The reasonable and necessary cost of any security deposit required to rent the replacement dwelling unit and for credit checks required to rent or purchase the replacement dwelling unit;
- C. Actual reasonable out-of-pocket costs incurred in connection with temporary relocation, including moving expenses and increased housing costs, if:
 - 1. The person must relocate temporarily because continued occupancy of the dwelling unit constitutes a substantial danger to the health or safety of the person or the public; or
 - 2. The person is displaced from a lower-income dwelling unit, none of the comparable replacement units to which the person has been referred qualifies as a lower-income dwelling unit, and a suitable lower-income dwelling unit is scheduled to become available through one-for-one replacement requirements
- D. Replacement Housing Assistance. Displaced persons are eligible to receive one of the following two forms of replacement housing assistance:
 - 1. Each person shall be offered rental assistance equal to 60 times the amount necessary to reduce the monthly rent and estimated average monthly cost of

utilities for a replacement dwelling to the "Total Tenant Payment", as determined under 24 CFR 813.107. All or a portion of this assistance may be offered through a certificate or housing voucher for rental assistance under the Section 8 program. Where Section 8 assistance is provided to the displaced person,

CITY OF HOBBS must provide the person with referrals to comparable units whose owners are willing to participate in Section 8 program to the extent that cash assistance is provided, it will be provided in installments.

2. In lieu of the housing voucher, certificate or cash assistance described above, the person may elect to receive a lump sum payment allowing them to secure participation in a housing cooperative or mutual housing association. This lump sum payment shall be equal to the capitalized value of 60 monthly installments of the amount that is obtained by subtracting the

"Total Tenant Payment", as determined under 24 CFR 813.107, from the monthly cost of rent and average monthly cost of utilities at a comparable replacement dwelling unit. To compute the capitalized value, the installments shall be discounted at the rate of interest paid on passbook savings in a federally insured financial institution conducting business within CITY OF HOBBS.

Displaced lower-income tenants shall be advised of their right to elect relocation assistance pursuant to the URA and the regulations at 49 CFR 24 as an alternative to the relocation assistance available under CDBG regulations.

VI. Eligibility for Relocation Assistance

A lower-income person is eligible for relocation assistance if they are considered to be a "displaced person" as defined in 24 CFR 42.305. A displaced person means a lower-income person who, in connection with an activity assisted under the CDBG program, permanently moves from real property or permanently moves personal property from real property as a direct result of demolition or conversion of a lower-income dwelling.

For purposes of this definition, a permanent move includes a move made permanently and:

- A. After notice by the owner to move from the property, if the move occurs on or after the date of the submission of a request to CITY OF HOBBS for CDBG assistance that is later approved for the requested activity; or
- B. After notice by the owner to move from the property, if the move occurs on or after the date of the initial official submission to HUD of the consolidated plan under 24 CFR Part 91 describing the assisted activity; or
- C. Before the dates described in A & B above, if CITY OF HOBBS or State of New Mexico Department of Finance and Administration Local Government Division determines that the displacement was a direct result of conversion or demolition in connection with a CDBG assisted activity; or
- D. By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:
 1. The tenant moves after execution of the CDBG agreement covering the acquisition, rehabilitation or demolition and the move occurs before the tenant is

provided written notice offering the tenant the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex upon completion of the project under reasonable terms and conditions, including a monthly rent and estimated average monthly utility costs that do not exceed the greater of the tenant's monthly rent before such agreement, or the total tenant payment as determined under 24 CFR 813.107 if the tenant is lower-income, or 30 percent of gross household income if the tenant is not lower-income.

2. The tenant is required to relocate temporarily, does not return to the building/complex, and either is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or other conditions of the temporary relocation are not reasonable.
3. The tenant is required to move to another dwelling unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.

If the displacement occurs on or after the appropriate date described in A & B above, the lower-income person is not eligible for relocation assistance if:

- A. The person is evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable federal, State or local law, or other good cause, and the CITY OF HOBBS determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;
- B. The person moved into the property on or after the date described in A & B above after receiving written notice of the expected displacement; or
- C. CITY OF HOBBS determines that the displacement was not a direct result of the CDBG assisted activity and the State of New Mexico Department of Finance and Administration Local Government Division concurs with this determination.

VII. Minimizing Displacement

The CDBG regulations regarding the demolition or conversion of lower-income dwelling units are designed to ensure that lower-income persons are provided with adequate, affordable replacement housing. Naturally, involuntary displacement should be discouraged whenever a reasonable alternative exists. Involuntary displacement is extremely disruptive and disturbing, especially to lower-income persons who do not have the means to locate alternative housing.

There are various ways that displacement can be minimized. The following are steps that will be taken to minimize the involuntary displacement of lower-income persons when CDBG funds are involved:

- A. Screening of Applications All CDBG applications will be reviewed to determine whether involuntary displacement is likely to occur. Those applications involving displacement will receive a lower priority recommendation for funding unless it can be shown that alternatives are not available.
- B. Acquisition of Property Applicants who apply for CDBG funds to acquire property for the

development of lower-income housing will be encouraged to purchase vacant land. In the case of in-fill and other projects where this is not feasible and the project involves potential displacement, the applicant shall agree to allow the displaced lower-income person(s) to occupy the new housing at an affordable rent.

Applicants who utilize CDBG funds to rehabilitate or convert a lower-income unit to a non-residential use will be required to supply replacement housing consistent with paragraph IV, as well as relocation assistance.

- C. Cost of Relocation Assistance The cost of any required relocation assistance and the provision of replacement housing will be borne by the applicant and may be paid for out of CDBG funds awarded to the project.

VIII. Definitions

- A. "Comparable replacement dwelling unit" means a dwelling unit that:
- 1 Meets the criteria of 49 CFR 24.2(d)(1) through (6); and
 - 2 Is available at a monthly cost for rent plus estimated average monthly utility costs that does not exceed the "Total Tenant Payment" determined under 24 CFR 813.107 after taking into account any rental assistance the household would receive.
- B. "Lower-income dwelling unit" means a dwelling unit with a market rental (including utility costs) that does not exceed the applicable Fair Market Rent (FMR) for existing housing and moderate rehabilitation established under 24 CFR Part 888.
- C. "Standard condition" means units that at a minimum meet the Existing Housing Quality Standards of the Section 8 rental subsidy program.
- D. "Substandard condition suitable for rehabilitation" means units with code violations that can be brought to Section 8 Housing Quality Standards within reasonable monetary amounts.
- E. "Vacant occupiable dwelling unit" means a dwelling unit that is in a standard condition; a vacant dwelling unit that is in substandard condition, but is suitable for rehabilitation; or a dwelling unit in any condition that has been occupied (except by a squatter) at any time within the period beginning 3 months before the date of execution of the agreement by _____ CITY OF HOBBS _____ covering the rehabilitation or demolition.

IX. Grievances

The _____ CITY OF HOBBS _____ will provide timely written answers to written complaints and grievances within 15 working days where practical. Action items:

- A. Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.
- B. Allow for appeal of a decision to a neutral authority.
- C. File a detailed record of all complaints or grievances and responses in one central location with easy public access.

SECTION 3 PLAN REQUIRED ELEMENTS

The _____ CITY OF HOBBS _____ is committed to comply with Section 3 of the Housing and Urban Development Act of 1968. This Act encourages the use of small local businesses and the hiring of low income residents of the community.

The _____ CITY OF HOBBS _____ has appointed NICHOLAS GOULET, HR DIRECTOR as the Section 3 Coordinator, to advise and assist key personnel and staff on Section 3, to officially serve as focal point for Section 3 complaints, and as the on-site monitor of prime contractors and sub-contractors to insure the implementation and enforcement of their Section 3 plans. The approval or disapproval of the Section 3 plan is the ultimate responsibility of the _____ CITY OF HOBBS _____. Documentation of efforts will be retained on file for monitoring by the state.

Therefore, the _____ CITY OF HOBBS _____ shall:

1. Hiring
 - a. Advertise for all _____ CITY OF HOBBS _____ positions in local newspapers
 - b. List all _____ CITY OF HOBBS _____ job opportunities with the State Employment Service
 - c. Give preference in hiring to lower income persons residing in the _____ CITY OF HOBBS _____. This means that if two equally qualified persons apply and one is a resident of the _____ CITY OF HOBBS _____ and one is not, the resident will be hired
 - d. Maintain records of _____ CITY OF HOBBS _____ hiring as specified in the Annual CDBG Resolutions (Exhibit 1-Y). Note: Chart for Section 3 Plan MUST be filled out in its entirety and updated on an annual basis.

2. Contracting

- a. The _____ CITY OF HOBBS _____ will compile a list of businesses, suppliers and contractors located in the _____ CITY OF HOBBS _____.
- b. These vendors will be contacted for bid or quotes whenever the _____ CITY OF HOBBS _____ requires supplies, services or construction.
- c. Preference will be given to small local businesses. This means if identical bids/quotes are received from a small business located within the _____ CITY OF HOBBS _____ and one from outside the _____ CITY OF HOBBS _____, the contract will be awarded to the business located within the community.

3. Training

The CITY OF HOBBS shall maintain a list of all training programs operated by the CITY OF HOBBS and its agencies and will direct them to give preference to CITY OF HOBBS residents. The CITY OF HOBBS will also direct all CDBG sponsored training to provide preference to CITY OF HOBBS residents.

4. CDBG Contracts

All CDBG bid proposals and contracts shall include the following Section 3 language.

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that the greatest extent feasible, opportunities for training and employment be given lower income residents of the project areas, and contracts for work in connection with the project be awarded to business concerns residing in the project area.
- b. The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR and all applicable rules and orders of the Department issued there-under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under the Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135, and will not let any subcontract unless the subcontractor has first provided it with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department, issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

The CITY OF HOBBS shall require each contractor to prepare a written Section 3 plan as a part of their bids on all jobs exceeding \$100,000. All Section 3 plans shall be reviewed and approved by the City's Equal Opportunity Section 3 Compliance Officer and retained for monitoring by the state.

The CITY OF HOBBS will maintain all necessary reports and will insure that all contractors and subcontractors submit required reports.

LOWER INCOME CLARIFICATION

A family who resides in CITY OF HOBBS and whose income does not exceed the income limit for the size of family as per the attached Section 8 Income Limit for CITY OF HOBBS. Information contained in our Section 3 Plan reflects the status of the CITY OF HOBBS employees regarding lower income considerations based on their salary paid by the CITY OF HOBBS.

Certification

This Federal Requirements Plan hereby incorporates all of the State of New Mexico CDBG requirements to include Citizen Participation, Fair Housing, Residential Anti-Displacement & Relocation as well as Section 3. The CITY OF HOBBS herewith certifies to follow the CDBG Federal Requirements Plan described above and adopt the plan by resolution annually.

PASSED AND ADOPTED BY THE CITY COMMISSION of the CITY of HOBBS on this 1 day of July, 2019.

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

Plan Adoption Date: _____

Adoption Instrument: _____

Certified By: _____

SAM D COBB

MAYOR

Date



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: JULY 1, 2019

SUBJECT: APPROVAL OF A RESOLUTION FOR THE DISPOSAL OF CITY PROPERTY;
ROCKWIND COMMUNITY LINKS ELECTRIC GOLF CARTS

DEPT. OF ORIGIN: Parks & Recreation Department

DATE SUBMITTED: June 25, 2019

SUBMITTED BY: Doug McDaniel, Parks and Recreation Director

Summary:

The City of Hobbs previously purchased battery-powered golf carts in October 2013 (Cart #'s 1-21) and February 2015 (Cart #'s 22-65). The City's new fleet of gas-powered golf carts was put into service on Monday, June 17, 2019. With the addition of the new golf carts, the golf carts previously used at Rockwind Community Links are ready to be disposed of and sent to auction.

With the approval of the City Commission, a total of forty (40) E-Z-GO golf carts will be removed from the City's Golf Maintenance inventory list (18-4315) and sent to auction.

Fiscal Impact:

Reviewed By: 
Finance Department

Fiscal Impact will depend on the revenue generated at auction. It is anticipated that the golf carts will have a value of \$500.00 - \$1,000.00. Current auction commission is set at 25% of gross proceeds.

Attachments: Resolution, Inventory List

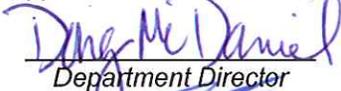
Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Staff recommends that the City Commission consider approval of a Resolution to dispose and auction forty (40) golf carts.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK' S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 6813

A RESOLUTION AUTHORIZING THE DISPOSITION OF OBSOLETE, WORN-OUT
AND UNUSABLE PERSONAL PROPERTY

WHEREAS, NMSA 1978, §13-6-1 allows a municipality to dispose of obsolete, worn-out or unusable tangible personal property; and

WHEREAS, the City of Hobbs previously purchased E-Z-GO battery-powered golf carts in October 2013 and February 2015 as outlined in Exhibit A attached hereto; and

WHEREAS, the City has now purchased a new fleet of gas-powered golf carts which were put into service on Monday, June 17, 2019; and

WHEREAS, with the addition of these new gas-powered golf carts, the carts used previously at Rockwind Community Links should be disposed of via auction; and

WHEREAS, The City desires to delete from its public inventory and dispose of the items of personal property set forth in Exhibit A and the governing body hereby makes the official, specific finding that each item of property on the attached list:

- (1) Is obsolete and of a value less than five thousand dollars (\$5,000), and
- (2) Is worn-out, unusable, or obsolete to the extent that the item is no longer economical or safe for continued use by the City of Hobbs, and
- (3) That all such items should be deleted from the City's public inventory and sold at public auction in Hobbs, New Mexico, and
- (4) That an accounting of transfers of assets between departments, including those between proprietary and governmental funds are listed here.

WHEREAS, A copy of this official finding and proposed disposition of the property sought to be disposed of shall be made a permanent part of the official minutes of the governing body.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor is hereby authorized and directed to approve the disposal of forty (40) E-Z-GO battery-powered golf carts and that they be removed from the City's Golf Maintenance inventory list (18-4315) and sent to auction.

PASSED, ADOPTED AND APPROVED this 1st day of July, 2019.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

EXHIBIT A
GOLF CART INVENTORY LIST

ASSET	DESCRIPTION	STATUS	TYPE	TAG #	SERIAL/PARCEL	CLASS CD	SUBCLASS	LOCATION	LOCATION DESC	CUSTODIAN	DATE ACQ	ACQ COST	MANUFACTURER	MODEL
1	2014 EZGO RXV GOLF CART # 1	A	G	1	5323508	OT	657	4315	GOLF	FAC	10/23/13	4,585.99	EZGO	EZGO RXV
2	2014 EZGO RXV GOLF CART # 2	A	G	2	5323511	OT	657	4315	GOLF	FAC	10/23/13	4,585.99	EZGO	EZGO RXV
3	2014 EZGO RXV GOLF CART # 3	A	G	3	5323522	OT	657	4315	GOLF	FAC	10/23/13	4,585.99	EZGO	EZGO RXV
4	2014 EZGO RXV GOLF CART # 4	A	G	4	5323510	OT	657	4315	GOLF	FAC	10/23/13	4,585.99	EZGO	EZGO RXV
6	2014 EZGO RXV GOLF CART # 6	A	G	6	5323504	OT	657	4315	GOLF	FAC	10/23/13	4,585.99	EZGO	EZGO RXV
9	2014 EZGO RXV GOLF CART # 9	A	G	9	5323515	OT	657	4315	GOLF	FAC	10/23/13	4,585.99	EZGO	EZGO RXV
10	2014 EZGO RXV GOLF CART # 10	A	G	10	5323507	OT	657	4315	GOLF	FAC	10/23/13	4,585.99	EZGO	EZGO RXV
12	2014 EZGO RXV GOLF CART # 12	A	G	12	5323518	OT	657	4315	GOLF	FAC	10/23/13	4,585.99	EZGO	EZGO RXV
13	2014 EZGO RXV GOLF CART # 13	A	G	13	5323523	OT	657	4315	GOLF	FAC	10/23/13	4,585.99	EZGO	EZGO RXV
15	2014 EZGO RXV GOLF CART # 15	A	G	15	5323517	OT	657	4315	GOLF	FAC	10/23/13	4,585.99	EZGO	EZGO RXV
16	2014 EZGO RXV GOLF CART # 16	A	G	16	5323521	OT	657	4315	GOLF	FAC	10/23/13	4,585.99	EZGO	EZGO RXV
17	2014 EZGO RXV GOLF CART # 17	A	G	17	5323512	OT	657	4315	GOLF	FAC	10/23/13	4,585.99	EZGO	EZGO RXV
18	2014 EZGO RXV GOLF CART # 18	A	G	18	5323520	OT	657	4315	GOLF	FAC	10/23/13	4,585.99	EZGO	EZGO RXV
20	2014 EZGO RXV GOLF CART # 20	A	G	20	5323509	OT	657	4315	GOLF	FAC	10/23/13	4,585.99	EZGO	EZGO RXV
22	2014 EZGO RXV GOLF CART # 22	A	G	22	5360566	OT	657	4315	GOLF	FAC	02/05/15	4,585.99	EZGO	EZGO RXV
23	2014 EZGO RXV GOLF CART # 23	A	G	23	5360573	OT	657	4315	GOLF	FAC	02/05/15	4,585.99	EZGO	EZGO RXV
24	2014 EZGO RXV GOLF CART # 24	A	G	24	5360578	OT	657	4315	GOLF	FAC	02/05/15	4,585.99	EZGO	EZGO RXV
25	2014 EZGO RXV GOLF CART # 25	A	G	25	5360582	OT	657	4315	GOLF	FAC	02/05/15	4,585.99	EZGO	EZGO RXV
26	2014 EZGO RXV GOLF CART # 26	A	G	26	5360569	OT	657	4315	GOLF	FAC	02/05/15	4,585.99	EZGO	EZGO RXV
27	2014 EZGO RXV GOLF CART # 27	A	G	27	5360561	OT	657	4315	GOLF	FAC	02/05/15	4,585.99	EZGO	EZGO RXV
28	2014 EZGO RXV GOLF CART # 28	A	G	28	5360593	OT	657	4315	GOLF	FAC	02/05/15	4,585.99	EZGO	EZGO RXV
29	2014 EZGO RXV GOLF CART # 29	A	G	29	5360565	OT	657	4315	GOLF	FAC	02/05/15	4,585.99	EZGO	EZGO RXV
31	2014 EZGO RXV GOLF CART # 31	A	G	31	5360602	OT	657	4315	GOLF	FAC	02/05/15	4,585.99	EZGO	EZGO RXV
33	2014 EZGO RXV GOLF CART # 33	A	G	33	5360574	OT	657	4315	GOLF	FAC	02/05/15	4,585.99	EZGO	EZGO RXV
35	2014 EZGO RXV GOLF CART # 35	A	G	35	5360575	OT	657	4315	GOLF	FAC	02/05/15	4,585.99	EZGO	EZGO RXV
36	2014 EZGO RXV GOLF CART # 36	A	G	36	5360562	OT	657	4315	GOLF	FAC	02/05/15	4,585.99	EZGO	EZGO RXV
38	2014 EZGO RXV GOLF CART # 38	A	G	38	5360577	OT	657	4315	GOLF	FAC	02/05/15	4,585.99	EZGO	EZGO RXV
39	2014 EZGO RXV GOLF CART # 39	A	G	39	5360580	OT	657	4315	GOLF	FAC	02/05/15	4,585.99	EZGO	EZGO RXV
41	2014 EZGO RXV GOLF CART # 41	A	G	41	5360563	OT	657	4315	GOLF	FAC	02/05/15	4,585.99	EZGO	EZGO RXV
47	2014 EZGO RXV GOLF CART # 47	A	G	47	5360583	OT	657	4315	GOLF	FAC	02/05/15	4,585.99	EZGO	EZGO RXV
49	2014 EZGO RXV GOLF CART # 49	A	G	49	5360597	OT	657	4315	GOLF	FAC	02/05/15	4,585.99	EZGO	EZGO RXV
50	2014 EZGO RXV GOLF CART # 50	A	G	50	5360599	OT	657	4315	GOLF	FAC	02/05/15	4,585.99	EZGO	EZGO RXV
53	2014 EZGO RXV GOLF CART # 53	A	G	53	5360588	OT	657	4315	GOLF	FAC	02/05/15	4,585.99	EZGO	EZGO RXV
54	2014 EZGO RXV GOLF CART # 54	A	G	54	5360579	OT	657	4315	GOLF	FAC	02/05/15	4,585.99	EZGO	EZGO RXV
56	2014 EZGO RXV GOLF CART # 56	A	G	56	5360587	OT	657	4315	GOLF	FAC	02/05/15	4,585.99	EZGO	EZGO RXV
59	2014 EZGO RXV GOLF CART # 59	A	G	59	5360581	OT	657	4315	GOLF	FAC	02/05/15	4,585.99	EZGO	EZGO RXV
60	2014 EZGO RXV GOLF CART # 60	A	G	60	5360595	OT	657	4315	GOLF	FAC	02/05/15	4,585.99	EZGO	EZGO RXV
62	2014 EZGO RXV GOLF CART # 62	A	G	62	5360596	OT	657	4315	GOLF	FAC	02/05/15	4,585.99	EZGO	EZGO RXV
63	2014 EZGO RXV GOLF CART # 63	A	G	63	5360591	OT	657	4315	GOLF	FAC	02/05/15	4,585.99	EZGO	EZGO RXV
64	2014 EZGO RXV GOLF CART # 64	A	G	64	5360586	OT	657	4315	GOLF	FAC	02/05/15	4,585.99	EZGO	EZGO RXV



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: JULY 1, 2019

SUBJECT: APPROVAL OF A RESOLUTION TO TRANSFER CITY OF HOBBS PROPERTY TO THE CITY OF LOVINGTON; ROCKWIND COMMUNITY LINKS GOLF CARTS
DEPT. OF ORIGIN: Parks & Recreation Department
DATE SUBMITTED: June 25, 2019
SUBMITTED BY: Doug McDaniel, Parks and Recreation Director

Summary:

The City of Hobbs previously purchased battery-powered golf carts in October 2013 (Cart #'s 1-21) and February 2015 (Cart #'s 22-65). The City's new fleet of gas-powered golf carts was put into service on Monday, June 17, 2019. With the addition of the new golf carts, the golf carts previously used at Rockwind Community Links are ready to be disposed of and sent to auction.

The City of Hobbs has received a request from the City of Lovington to transfer eight (8) of the E-Z-GO golf carts used previously at Rockwind Community Links to the City of Lovington.

With the approval by the City Commission, a total of eight (8) E-Z-GO RXV golf carts will be removed from the City's Golf Maintenance inventory list (18-4315) and transferred to the City of Lovington. The following golf carts will be transferred:

<u>Cart #:</u>	<u>Serial #:</u>	<u>Cart #:</u>	<u>Serial #:</u>
5	5323505	7	5323506
8	5323514	21	5323519
30	5360564	51	5360590
52	5360559	55	5360600

Fiscal Impact:

Reviewed By: 
Finance Department

No proceeds will be generated from the transfer.

Attachments: Resolution, Request from the City of Lovington

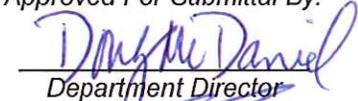
Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Staff recommends that the City Commission consider approval of a Resolution to transfer eight (8) golf carts to the City of Lovington.

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. 6814

A RESOLUTION AUTHORIZING THE DISPOSITION VIA TRANSFER OF OBSOLETE,
WORN-OUT AND UNUSABLE PERSONAL PROPERTY

WHEREAS, NMSA 1978, §13-6-1(D) allows a municipality to dispose of obsolete, worn-out or unusable tangible personal property by donation to other state agencies, local public bodies, school districts, state educational institutions or municipalities; and

WHEREAS, the City of Hobbs previously purchased E-Z-GO battery-powered golf carts in October 2013 and February 2015; and

WHEREAS, the City has now purchased a new fleet of gas-powered golf carts which were put into service on Monday, June 17, 2019; and

WHEREAS, on June 17, 2019, the City of Lovington submitted a request to obtain eight (8) of the E-Z-GO battery-powered golf carts from the City; and

WHEREAS, with the addition of the new gas-powered golf carts, eight (8) of the E-Z-Go battery-powered golf carts used previously at Rockwind Community Links should be disposed of via transfer to the City of Lovington, specifically the following carts:

Cart #5 (5323505); Cart #8 (5323514); Cart #30 (5360564); Cart #52 (5360559); Cart #7 (5323506); Cart 21 (5323519); Cart #51 (5360590); Cart #55 (5360600); and

WHEREAS, The City desires to delete from its public inventory and dispose of the items of personal property set forth above and the governing body hereby makes the official, specific finding that each item of property listed above:

(1) Is obsolete and of a value less than five thousand dollars (\$5,000), and

- (2) Is worn-out, unusable, or obsolete to the extent that the item is no longer economical or safe for continued use by the City of Hobbs, and
- (3) That all such items should be deleted from the City's public inventory and sold at public auction in Hobbs, New Mexico, and
- (4) That an accounting of transfers of assets between departments, including those between proprietary and governmental funds are listed here.

WHEREAS, A copy of this official finding and proposed disposition of the property sought to be disposed of shall be made a permanent part of the official minutes of the governing body.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor is hereby authorized and directed to approve the transfer of the eight (8) E-Z-GO battery-powered golf carts to the City of Lovington and that they be removed from the City's Golf Maintenance inventory list (18-4315).

PASSED, ADOPTED AND APPROVED this 1st day of July, 2019.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



City of Lovington

214 S. Love St.
PO Box 1268
Lovington, NM 88260

Bus: 575-396-2884
Fax: 575-396-6328
jwilliams@lovington.org

June 17, 2019

Manny Gomez
Interim City Manager
City of Hobbs
200 E. Broadway
Hobbs, NM 88240

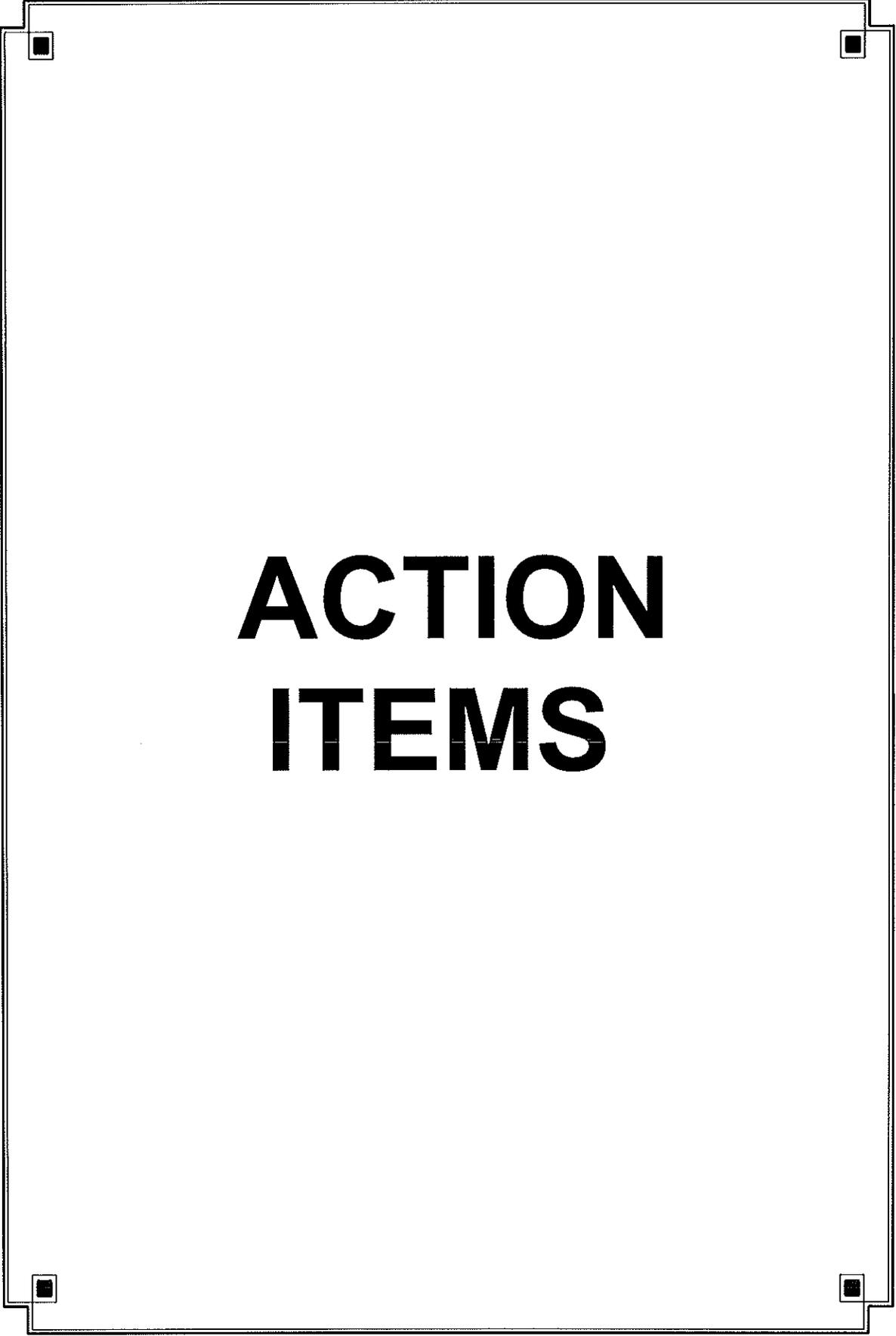
Mr. Gomez,

It was brought to my attention several days ago that the City of Hobbs Rockwind Golf Course will be replacing its fleet of golf carts. On behalf of the City of Lovington, I am requesting the Hobbs City Commission consider transferring 8 of the surplus carts to the City of Lovington. These units would be very beneficial to the City of Lovington as it would help our staff carry out the various tasks required at our public events (July 4th Party in the Park, Smokin' on the Plaza, Cinco de Mayo, etc.). When critiquing our various events, one item that consistently is brought up is the lack of efficient transportation of staff and equipment. It is not feasible for our personnel to utilize pickups for these functions as they are held at Chaparral Park (predominantly grass) or on streets that are blocked off and utilized heavily by pedestrians. The City does own a limited number of gas powered "mules", however, there are simply not a sufficient number to help provide event coverage.

Thank you in advance for your consideration of this request. Any assistance or guidance would be welcomed. Please do not hesitate to contact me if you should require any additional information or further dialogue regarding this matter.

Sincerely,

James R. Williams
City Manager



ACTION ITEMS



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 1, 2019

SUBJECT: Restaurant Liquor License Application of Maria Bonita Grill, LLC, d/b/a Maria Bonita Grill, 2004 North Turner, Hobbs, New Mexico, 88240, for the Sale of Beer and Wine Only

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

Summary:

Maria Bonita Grill, LLC, has applied to the State of New Mexico, Alcohol and Gaming Division, for the issuance of a restaurant liquor license at 2004 North Turner for the sale of beer and wine only. This application has received preliminary approval from the State of New Mexico.

The application was received by the City Clerk's Office on May 28, 2019, and a public hearing must be held by the City within forty-five (45) days from receipt of such notice. The City has duly published notice of the hearing and properly notified the applicant of such hearing by certified mail.

Fiscal Impact:

Reviewed By: 
Finance Department

The applicant has paid the required \$250.00 administrative fee to the City.

Attachments:

1. Application packet from State of New Mexico, Alcohol and Gaming Division
2. Area map
3. Affidavit of Publication
4. Resolution concerning approval or disapproval of the application

Legal Review:

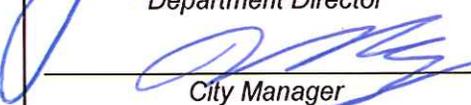
Approved As To Form: 
City Attorney

Recommendation:

Appoint a Hearing Officer; Motion to approve or disapprove the application.

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. 6815

A RESOLUTION CONCERNING THE ISSUANCE OF A
RESTAURANT LIQUOR LICENSE TO MARIA BONITA GRILL, LLC,
LOCATED AT 2004 NORTH TURNER, HOBBS, NEW MEXICO

WHEREAS, the City of Hobbs has received the application of Maria Bonita Grill, LLC, for the issuance of a restaurant liquor license for the sale of beer and wine at Maria Bonita Grill located at 2004 North Turner, Hobbs, New Mexico, and said application has received preliminary approval from the State of New Mexico, Alcohol and Gaming Division; and

WHEREAS, a public hearing is being held by the governing body of the City of Hobbs on July 1, 2019, on the question of whether or not the proposed restaurant liquor license should be granted for the sale of beer and wine.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the restaurant liquor license application of Maria Bonita Grill, LLC, d/b/a Maria Bonita Grill, 2004 North Turner, Hobbs, New Mexico, be and is hereby _____ (approved or disapproved) for the sale of beer and wine.

PASSED, ADOPTED AND APPROVED this 1st day of July, 2019.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



New Mexico Regulation and Licensing Department
ALCOHOL AND GAMING DIVISION

PO Box 25101 ▪ Santa Fe, New Mexico 87504-5101
Phone (505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us/alcoholandgaming

May 22, 2019

Certified Mail No.: 9171 9690 0935 0155 1792 90

City of Hobbs
Attn: Jan Fletcher
200 East Broadway
Hobbs, NM 88240

9171 9690 0935 0155 1792 90

RECEIVED

RE: Lic. No. /Appl. No.: Application No. 1124219
Name of Applicant: Maria Bonita Grill, LLC
Doing Business as: Maria Bonita Grill
Proposed Location: 2004 N. Turner St.
Hobbs, New Mexico 88240

MAY 28 2019

OFFICE OF THE CITY CLERK
HOBBS, NEW MEXICO

Michelle Lujan Grisham
Governor

Marguerite Salazar
Superintendent

Claudia Armijo
Deputy Superintendent

Daniel Rubin
General Counsel

Andrew Vallejos
Director

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

While the law states that “within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer,” we recognize the potential for conflict between the requirement for publication of 30-day notice and the 45-day hearing requirement. Should the Local Governing Body be unable to meet one of these requirements, please send a Request for Waiver/Extension by email to the assigned AGD Hearing Officer listed on page 2.

Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken by the Alcohol & Gaming Division;
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, the Notice shall also be published on the website.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. A record shall be made of the hearing.

THE APPLICANT IS SEEKING A RESTAURANT BEER/WINE LIQUOR LICENSE.

Alcohol and Gaming Division
(505) 476-4875

Boards and Commissions
Division
(505) 476-4600

Construction Industries Division
(505) 476-4700

Financial Institutions Division
(505) 476-4885

Manufactured Housing Division
(505) 476-4770

Securities Division
(505) 476-4580

Administrative Services Division
(505) 476-4800

Within thirty (30) days after the Public Hearing, the governing body shall notify the Alcohol and Gaming Division of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify the Alcohol and Gaming Division within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to the Alcohol and Gaming Division with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

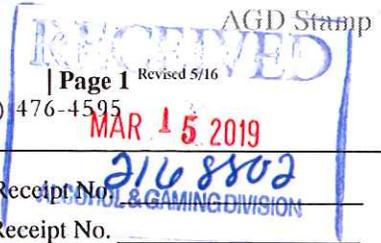
Respectfully,



Tammy M. Sandoval, Hearing Officer
New Mexico Regulation & Licensing Dept. | Alcohol & Gaming Division
Phone: (505) 476-4548 Fax: (505) 476-4595
Email: tammy.sandoval@state.nm.us

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of Zoning Statement



AGD USE ONLY: Payment | Application Fee \$ 200 Received on: 3-15-19 Receipt No. 2168802
 License Fee \$ _____ Received on: _____ Receipt No. _____
 Application # 1124219 Local Option District: _____

RESTAURANT LIQUOR LICENSE APPLICATION

\$200.00 Application Fee, non-refundable.

Check appropriate boxes:

Application is for: New Restaurant Liquor License

Applicant is: Individual Limited Liability Company Corporation Partnership (General/Limited)

NAME OF APPLICANT (company or individual) ADDRESS (including city, state, zip) TELEPHONE NUMBER
Maria Bonita Grill LLC 2004 N. Turner St. 575-393-0833
575-602-8959

D/B/A Name to be used: Maria Bonita Grill LLC Business Phone #: 575-393-0833

Email Address (required): maria bonita3930833@gmail.com

Physical location where license is to be used: (Include street number / highway number / state road, city and county, state, and zip code)

2004 N. Turner St. Hobbs, Lea county, New Mexico 88240

Mailing Address: 2004 N. Turner St. Hobbs NM 88240

Agent/Contact Person: Soledad Ronquillo Phone#: 432-209-9642 Email: maria bonita3930833@gmail.com

Are alcoholic beverages currently being dispensed at the proposed location? Yes No If Yes, License # / Type: _____

I, (print name) Soledad Ronquillo, as (title) owner
 being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application;
 that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations
 herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

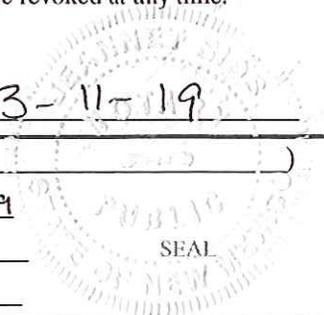
You must sign and date this form before a Notary Public.

Signature of Applicant: Soledad Ronquillo Date: 3-11-19

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Lea)

SUBSCRIBED AND SWORN TO before me this 11th day of March, 20 19

By: Soledad Ronquillo Notary Public: Geannet Pires
 My Commission Expires: 03-01-20



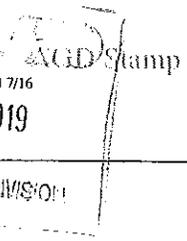
FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____ City, County, Village

Public Hearing held on _____, 20____. Check one: Approved Disapproved

Signature and Title of City/County Official: _____

FOR ALCOHOL AND GAMING DIVISION USE ONLY: Approved Disapproved

Signed by Director: _____ Date: _____



PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION

NMSA §60-6B-10

1. The land and building which is proposed to be the licensed premises is: (check one)

Owned by Applicant, copy of deed/document attached Leased by Applicant, copy of lease/document attached

Other (provide details): Purchase Agreement

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): _____

B. Date and Term of Lease: _____

3. Premises location is Zoned (example C-1, see Zoning Statement): _____

Zoning Statement attached, which must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. Distance* from nearest Church: (Property line of church to closest point of licensed premises—shortest distance)

Name of Church: Trinity Lutheran Church - ELCA Miles/feet: 2,112 Ft

Address/location of Church: 2288, 718 Bender Blvd, Hobbs NM 88240

5. Distance* from nearest School: (Property line of school to closest point of licensed premises—shortest distance)

Name of School: Sanger School Miles/feet: 1,613 Ft

Address/location of School: 2020 W. Adobe Dr Hobbs NM 88240

6. Distance from military installation *(Property line of military installation to closest point of licensed premises—shortest distance.)

Name of Military Installation, ^{circle one:} Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces),
Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis)

Miles: 128 mi

7. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and **must be labeled** with designated areas highlighted, which will reflect the proposed Licensed Premises.

8. Type of Operation: Hotel Lounge Package Grocery Restaurant Racetrack

Small Brewer Craft Distiller Winery Wholesaler

Other (specify): _____

*NOTE: If the distance is beyond 300 feet, but less than 400 feet, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.



PLANNING DEPARTMENT

200 E. Broadway Street, Hobbs, NM 88240
Ph. 1-505-397-9232 Fax 1-505-397-9227

February 25, 2019

MAR 15 2019

APPROVED BEGINNING FEBRUARY 2019

RE: Zoning Certification for a proposed Restaurant to be located at 2004 N. Turner in Hobbs, New Mexico.

Dear Mr. Ronquillo:

Pursuant to your request for a current zoning certification for a proposed Restaurant to be located at 2004 N. Turner in Hobbs, in Hobbs, New Mexico, please be advised that the City of Hobbs has not adopted a zoning ordinance to regulate land uses and location of different types of development or specific business uses throughout the City at this time. Consequently, the City of Hobbs has no current regulations which govern zoning districts and/or land uses, or use of buildings or use of vacant land. Therefore, the proposed land use as referred to herein, including a proposed Restaurant, on the above referenced property in Hobbs is considered a use by right as of this date of February 25, 2019. Therefore, the proposed use is in conformance with applicable zoning law as of this date.

Please note that the City does have a Major Thoroughfare Plan, Subdivision Regulations, Flood Zone, Fire Zone, Landscaping Regulations, Building Code, Liquor License and other development regulations that must be followed for improvements and changes in building occupancy types, including yard setback requirements. This letter is in regards to that portion of the above referenced real property that exists within the corporate limits of the City of Hobbs, NM on February 25, 2019. If you have any questions or need further information, please contact me at (575) 397-9232.

Sincerely,

CITY OF HOBBS, NEW MEXICO

A handwritten signature in cursive script, appearing to read "Kevin Robinson", is written over a horizontal line.

Kevin Robinson - Planning Department

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City Commission of the City of Hobbs, New Mexico, will hold a public hearing on **Monday, July 1, 2019, at 6:00 p.m.**, in the City Commission Chamber at City Hall, First Floor Annex, 200 East Broadway, Hobbs, New Mexico. The purpose of the hearing will be to consider whether the State of New Mexico Regulation and Licensing Department, Alcohol and Gaming Division, should approve or disapprove the following liquor license application. Protests and objections may be made by any interested persons at the time, date and place of hearing.

NOTICE TO PERSONS WITH DISABILITIES: If you have a disability and require special assistance to participate in the hearing, please contact Jan Fletcher at least three days before the hearing date at (575) 397-9200.

If you are in need of an interpreter to participate in the hearing, please contact Jan Fletcher at (575) 397-9200 at least three days before the hearing date.

APPLICATION FOR RESTAURANT LICENSE FOR THE SALE OF BEER AND WINE

Application #:	1124219
Applicant:	Maria Bonita Grill, LLC
D/B/A Name:	Maria Bonita Grill
Proposed Address:	2004 North Turner St. Hobbs, NM 88240

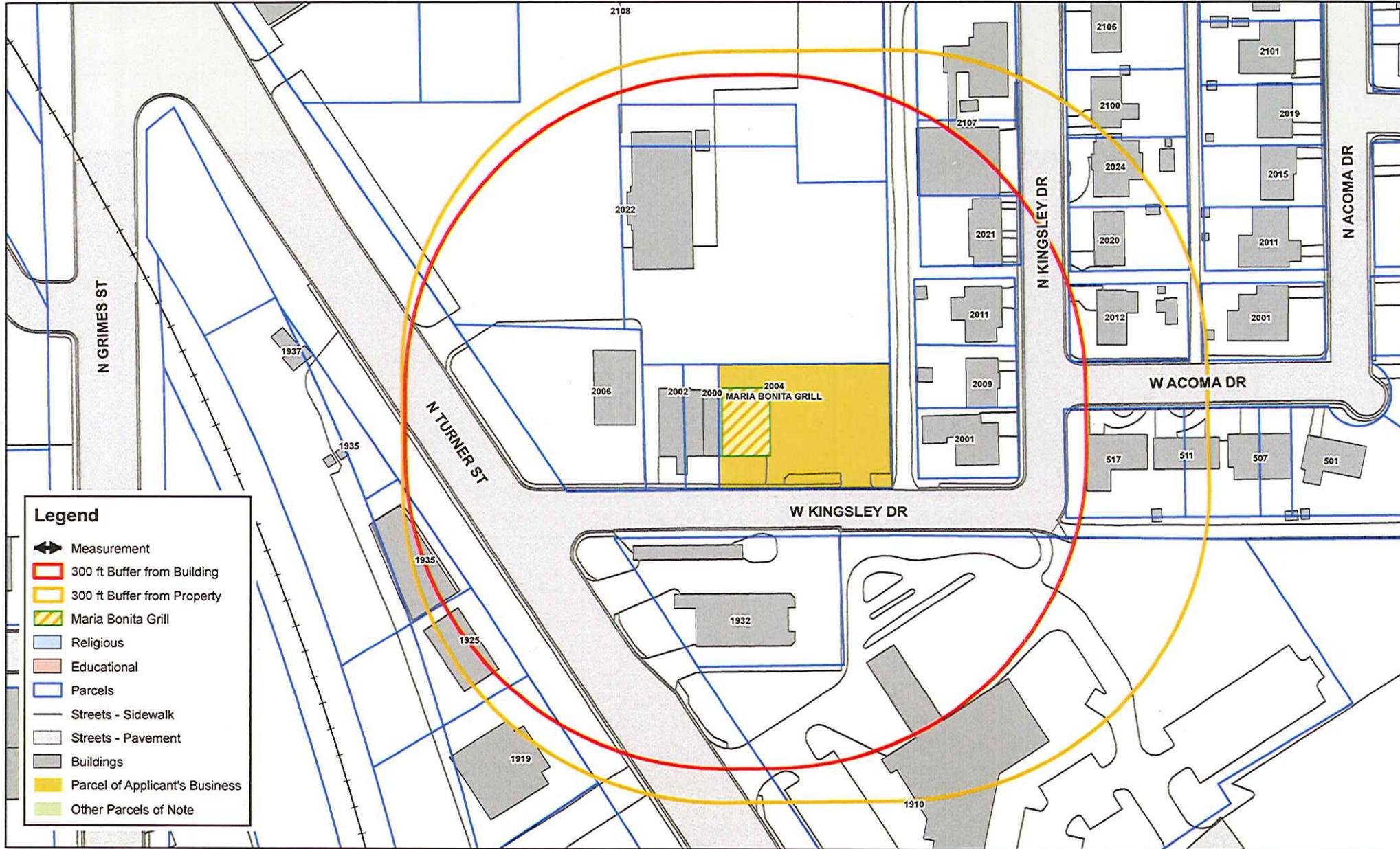
DATED this 29th day of May, 2019.



SAM D. COBB, Mayor

Maria Bonita Grill

300 ft Buffer Zone Map for Liquor License



Legend

- Measurement
- 300 ft Buffer from Building
- 300 ft Buffer from Property
- Maria Bonita Grill
- Religious
- Educational
- Parcels
- Streets - Sidewalk
- Streets - Pavement
- Buildings
- Parcel of Applicant's Business
- Other Parcels of Note



City of Hobbs GIS Division

SY

Date: 6/5/2019

1 inch = 125 feet

Time: 9:50:13 AM

DISCLAIMER: THE CITY OF HOBBS MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE OF ANY KIND REGARDING ANY GIS DATA PROVIDED HEREIN OR THE SOURCES OF SUCH DATA. THE CITY OF HOBBS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DATA CONTAINED WITHIN THIS PRODUCT IS PROVIDED BY THE CITY OF HOBBS FOR INFORMATIONAL PURPOSES ONLY AND NOT IN COMPLIANCE WITH ANY LEGAL REQUIRED SURVEYING STANDARD.

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

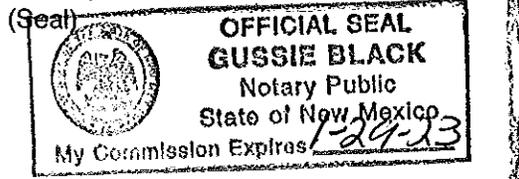
Beginning with the issue dated
May 31, 2019
and ending with the issue dated
May 31, 2019.


Publisher

Sworn and subscribed to before me this
31st day of May 2019.


Business Manager

My commission expires
January 29, 2023



This newspaper is duly qualified to publish legal notices or advertisements within the meaning of Section 3, Chapter 167, Laws of 1937 and payment of fees for said

LEGAL	LEGAL
LEGAL NOTICE MAY 31, 2019	
NOTICE OF PUBLIC HEARING	
NOTICE is hereby given that the City Commission of the City of Hobbs, New Mexico, will hold a public hearing on Monday, July 1, 2019, at 6:00 p.m. , in the City Commission Chamber at City Hall, First Floor Annex, 200 East Broadway, Hobbs, New Mexico. The purpose of the hearing will be to consider whether the State of New Mexico Regulation and Licensing Department, Alcohol and Gaming Division, should approve or disapprove the following liquor license application. Protests and objections may be made by any interested persons at the time, date and place of hearing.	
NOTICE TO PERSONS WITH DISABILITIES: If you have a disability and require special assistance to participate in the hearing, please contact Jan Fletcher at least three days before the hearing date at (575) 397-9200. If you are in need of an interpreter to participate in the hearing, please contact Jan Fletcher at (575) 397-9200 at least three days before the hearing date.	
APPLICATION FOR RESTAURANT LICENSE FOR THE SALE OF BEER AND WINE	
Application #:	1124219
Applicant:	Maria Bonita Grill, LLC
D/B/A Name:	Maria Bonita Grill
Proposed Address:	2004 North Turner St. Hobbs, NM 88240
DATED this 29th day of May, 2019.	
/s/ Sam D. Cobb SAM D. COBB, Mayor	
#34221	

67108146

00229048

CITY OF HOBBS FINANCE DEPT
200 E. BROADWAY ST
HOBBS, NM 88240



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 1, 2019

SUBJECT: MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT
Project No. Control # L200479
DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: June 25th, 2019
SUBMITTED BY: Todd Randall, City Engineer

Summary:

The City of Hobbs applied for Municipal Arterial Program (MAP) grant funding for intersection and traffic signal improvements for the following intersections: DAL PASO & SANGER / DAL PASO & CLINTON / DAL PASO & SNYDER. Design will be completed for all intersections. Sanger and Dal Paso will be the priority intersections based on the available funding.

The MAP Grant amount is \$266,667. The total Department share is 75% and the COH share is 25%.

The grant agreement states that the agreement terminates on June 30, 2021. Construction would start in summer of 2020.

Fiscal Impact:

Reviewed By:  Finance

Department

Expenditures / Revenue will be budgeted in the final FY20 Budget within Fund 48. This will not impact the general fund.

Attachments: Resolution / Grant Agreement

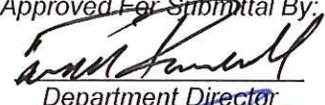
Legal Review:

Approved As To Form:  City Attorney

Recommendation:

Consider the approval of Resolution for the Mayor to execute the MAP Cooperative Agreement CN L200479

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. 6816

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
GRANT AGREEMENT WITH THE STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION FOR MAP CN: L200479

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is, authorized and directed to execute on behalf of the City of Hobbs a grant agreement with the State of New Mexico Department of Transportation for Control No. L200479; in the amount of \$266,667 (75%/25% share). The purpose of the agreement is for intersection and traffic signal improvements of the Dal Paso & Sanger, Dal Paso & Clinton, and Dal Paso & Snyder. A copy of the grant agreement is attached hereto and made a part hereof by reference.

PASSED, ADOPTED AND APPROVED this 1 day of July, 2019.

SAM D COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Contract No. _____
Vendor No. 0000054339
Control No. L200479

**MUNICIPAL ARTERIAL PROGRAM
COOPERATIVE AGREEMENT**

This Agreement is between the New Mexico Department of Transportation (Department) and City of Hobbs (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements. This Project will be referred to interchangeably as "Project" or "Project Control No. L200479 ." The Project is a joint and coordinated effort for which Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is Two Hundred Sixty Six Thousand Six Hundred Sixty Six Dollars and Sixty Six Cents (**\$266,667**) to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% \$200,000

Planning, Design, Construction, Reconstruction, Pavement Rehabilitation,
Construction Management, Drainage and Misc. Improvements

2. The Public Entity's required proportional matching
Share shall be 25% \$66,667
For purpose stated above

3. Total Project Cost \$266,667

- b. The Public Entity shall pay all Project costs, which exceed the total amount of Two Hundred Sixty Six Thousand Six Hundred Sixty Six Dollars and Sixty Six Cents (**\$266,667**)

c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

d. If the Project is not completed by the termination date in Section 6, the Public Entity shall return any unexpended funds.

3. The Department Shall:

Make disbursement(s) to the Public Entity after receipt of a cover letter requesting funds, Notice of Award/Work Order, Notice to Proceed, Estimated Summary of Costs and Quantities, and verification of available funds. All required documents must include Department Project and Control Numbers.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Pay all costs, perform all labor and supply all material, except as provided in Section 2, for the purpose as described in Section 1 and the construction work specified in the Project's plans.
- c. Adopt a written Resolution of support for the Project, including an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project, which is attached as **Exhibit C**.
- d. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
- e. Consider provisions for pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
- f. Be responsible for performing or directing the performance of all design and pre-construction activity, including, but not limited to, the following:
 1. Utility Certification;
 2. Drainage and storm drain design;
 3. Geotechnical design;
 4. Pavement design;
 5. Traffic design;
 6. Structural design;
 7. Environmental and archeological clearances Certification;
 8. Right-of-way maps and acquisition Certification;
 9. Hazardous substance/waste site(s) contamination investigations;
 10. Railroad Certification; and
 11. Intelligent Transportation System (ITS) Certification.
- g. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
- h. Cause all designs and PS&E's to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
- i. Design the Project in accordance with **Attachment A**, "Minimum Design Standards", which is incorporated into this Agreement.
- j. Adhere to **Exhibit B**, "Minimum Survey and Right of Way Acquisition Requirements", which is incorporated into this Agreement.
- k. Comply with **Attachment C**, "Construction Phase Duties and Obligations", which is incorporated into this Agreement.
- l. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
- m. Prior to Project construction, furnish the Department's District 2. Office "**Certification**

of the Pre-Construction Contract Phase" form, which is attached as Certification No. 1.

- n. Within thirty (30) days of completion, furnish the Department's District 2. Office "Certification of Construction Phase" form, which is attached as Certification No. 2.
- o. Within thirty (30) days of completion, furnish the Department's District 2. Office the "AS BUILT Summary of Costs and Quantities" form, which is attached as Certification No. 3. The report should reflect the total cost of project as stated in "Certification of Construction Phase" form.
- p. Failure to timely provide Certifications Nos. 1, 2 and 3, listed above, will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
- q. Obtain all required written agreements or permits relating to any realignment of Public Entity's roads, when applicable, from all public and private entities.
- r. Advertise, let, and supervise the construction of the Project.
- s. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
- t. Allow the Department to perform a final inspection of the Project to determining if the Project was constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet requirements and standards as determined by the Department will result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.
- u. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty- (30) days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on June 30, 2021. In the event an extension to the term is needed, the Public Entity

shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4u and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or

otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

City of Hobbs

By: _____

Date: _____

Title: _____

Attest: _____

Title: _____

ATTACHMENT A
Minimum Design Standards

1. The design shall provide for all facilities as required by law (ADA compliance, bicycle paths, etc.).
2. The pavement shall be designed for a 20-year life as a minimum for new construction or reconstruction, or for a 10-year life as a minimum for rehabilitation.
3. The following documents shall be used as a minimum in the design of this Project:
 - a. FHWA Manual of Uniform Traffic Control Devices, Current Edition as amended;
 - b. AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition ("Green Book");
 - c. AASHTO Guide for the Development of Bicycle Facilities, Current Edition;
 - d. DEPARTMENT'S Regulations for Driveway and Median Opening on Non-Access Controlled Highways, Current Update;
 - e. DEPARTMENT'S Urban Drainage Design Criteria;
 - f. DEPARTMENT'S Geotechnical Manual, Current Update;
 - g. DEPARTMENT'S Action Plan;
 - h. DEPARTMENT'S Local Government Road Fund Project Handbook; Current Edition;
 - i. DEPARTMENT'S Handbook of Hazardous Waste Management, Current Edition;
 - j. DEPARTMENT'S Location Study Procedures;
 - k. AASHTO Guide to Design of Pavement Structures, Current Edition, and;
 - l. Other design publications as outlined in the DEPARTMENT'S Local Government Road Fund Project Handbook.
 - m. The **Public Entity** may use **Public Entity** established local design standards if approved by the District Engineer, for each Project.

ATTACHMENT B

Minimum Survey and Right of Way Acquisition Requirements

1. Establish and permanently reference stations and monuments.
2. Determine and record sufficient topography to assure all relevant landmarks are shown. Include items such as buildings, sidewalks, driveways, walls, trees, etc.
3. Obtain and plot existing profile grade and cross-sections where necessary. Plot curb profiles as needed.
4. All utilities above and below ground and their owners shall be shown.
5. The surveyor shall verify, ascertain, and certify the right-of-way design plans.
6. All surveying and right-of-way mapping is to be performed in accordance with the **DEPARTMENT'S Surveying Requirements**, Current Edition, and **Minimum Standards for Surveying**, NMSA 1978, Sections 61-23-1 to 61023-32.
7. All **DEPARTMENT** Right of Way Handbooks, particularly **Right of Way Handbook (Current Edition, Local Public Agencies)**, shall be adhered to for all R/W operations, including Title Search, Property Survey, Right of Way Mapping, Appraisal, Appraisal Review, Acquisition (including donations), Relocation, and Right of Way Certification. Only qualified personnel may undertake Right of Way functions. **Public Entity** staff or consultants may not be used to perform any R/W functions unless the **Public Entity** certifies that each individual is qualified to perform each individual right of way activity, such as Title search, property survey, mapping, appraisal, etc. Right of Way operations shall conform to State statutes and Federal regulations. Future Federal funding for Project shall be jeopardized if right of way operations do not conform to State statutes and Federal regulations.
8. Obtain and prepare Title Reports that meet **DEPARTMENT** format and standards, for all affected R/W parcels.
9. Right of Way mapping shall be done in accordance with the "Attachment 2" checklist of the **DEPARTMENT'S Right of Way Mapping Development Procedures** Current Update. The surveyor shall verify and certify the checklist and the Right of Way maps.
10. Appraisals shall not begin until the **Public Entity** has 100% complete R/W maps. **Public**

Entity or contracted (fee) appraisers shall not be used unless fully qualified.

11. Appraisal Reports shall be prepared in conformance with Federal and Statutes and regulations. In no event shall the appraisal review function be contracted to a consultant. One purpose of appraisal review is to assure that the appraisal meets **DEPARTMENT** requirements prior to the initiation of acquisition.
12. **Public Entity** or contracted (fee) negotiators shall not be used unless fully qualified.
13. The **Public Entity** shall maintain all records and documents relating to the Right of Way acquisition for a minimum of five (5) years, and shall record all transfer of ownership documents with the County Clerk. **DEPARTMENT** personnel shall be provided access to Project R/W files upon reasonable notice.
14. The **Public Entity** shall furnish the **DEPARTMENT** with a written certification (R/W Certification) stating that Right of Way acquisition (and relocations, if applicable) has been performed in compliance with Federal and State laws and regulations.

ATTACHMENT C

Construction Phase Duties and Obligations

1. The **Public Entity** shall be responsible for all construction engineering, including Project supervision, surveying, inspection and testing when surveying and testing are not contracting items.
2. The **Public Entity's** general conditions, standard drawings and specifications may be used if approved by the **DEPARTMENT'S** District Engineer.

CERTIFICATION NO. 1

CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE

Control No. L200479

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the pre-construction phase requirements set forth in this Agreement.
2. That the design for this Project is in compliance with all state laws, rules, regulations, and local ordinances and in the rules and regulations of the **DEPARTMENT**.
3. The **Public Entity**(including, but not limited to, Temporary Construction Permits and Construction Maintenance Easements) has acquired that all necessary right(s)-of -way for the construction or reconstruction of this Project in compliance with the **DEPARTMENT'S Right of Way Handbook (Current Edition)] Local Public Agencies**, and Attachment B.
4. That all utilities within the location of this construction Project (check one or both of the following conditions):
 a. have been relocated
 b. are scheduled for relocation prior to or concurrent with construction of this Project and have been coordinated with the appropriate utility.
5. That the **Public Entity** has encumbered the necessary funds to complete the Project.
6. That the **Public Entity** has fully complied with the requirements of NMSA 67-3-62.
7. That roadway(s) and intersection(s) shall operate at a minimum Level of Service of C or D (LOS C or D) for the Projected 20 year design traffic volumes as specified in **A Policy on Geometric Design of Highways and Streets**, (Current Edition).
8. That traffic data collection, traffic projections, and traffic impact studies on this Project have been developed in conformance with the **DEPARTMENT'S New Mexico Traffic**

Survey and Standards, (Current Edition).

9. That no angle parking has been provided in this Project.
10. That the **Public Entity** has completed a (check, which of the following conditions exists):
 - _____ a. 20 year pavement design; or
 - _____ b. 10 year pavement design with provision for extending the pavement life to 20 years, and has incorporated it in the plans and specifications for this Project.
11. That the **Public Entity** has completed a Project drainage report, which meets the **DEPARTMENT'S** minimum drainage criteria as referenced in the **DEPARTMENT'S Drainage Manual.**
12. All drainage costs have been prorated between the **DEPARTMENT** and the **Public Entity** if applicable, according to the **DEPARTMENT'S Drainage Policy and Administrative Memorandum** (Current Update) and prorated calculations have been approved in writing by the **DEPARTMENT'S** Drainage Section.
13. That the **Public Entity** has completed all required Environmental Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S Action Plan,**(Current Edition).
14. That the **Public Entity** has completed all required Archaeological Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S Action Plan,** (Current Edition).
15. That the following attached Agreement(s) have been executed, when required, for construction or reconstruction of this Project (attach copies to this certification):
 - a. Lighting;
 - b. signalization;
 - c. storm sewer and lift station;
 - d. landscape;
 - e. road exchange; and
 - f. any other applicable agreements.
16. That the **Public Entity** has complied with and certifies compliance with all applicable provisions of Attachment A.
17. That this certification procedure has been executed prior to advertisements for contract

bids or commencement of this Project.

IN WITNESS WHEREOF, _____ in his/her
capacity as _____ of _____ does
hereby certify that the aforementioned matters stated herein are true to his/her knowledge and
belief and does hereby set his/her hand and seal this day and year specified below:

City of Hobbs

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
Public Entity Clerk

When completed, send Certification No. 1 to:

District LGRF Coordinator
Department of Transportation

CERTIFICATION NO. 2

CERTIFICATION OF THE CONSTRUCTION PHASE

Control No. L200479

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the construction phase requirements under this Agreement.
2. That the **Public Entity** has complied with and certifies that the Project plan complies with all publications identified in Attachment A.
3. That all work in Control No. **L200479** was performed in accordance with the Agreement.
4. That the total Project cost of _____, with New Mexico Department of Transportation "**DEPARTMENT**" 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the Project.
5. That the construction of the Project was completed on _____ of _____, 20[#]

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

City of Hobbs

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
Public Entity Clerk

When completed, send Certification No. 2 to:

District LGRF Coordinator, Department of Transportation



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 1, 2019

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

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: June 24, 2019
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: Sombra Homes, 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 \$50,000.00.

Fiscal Impact:

Reviewed By: 

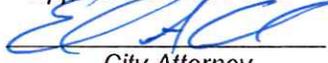
Finance Department

FY20 Budget Available \$1,500,000.00

Single Family Housing #010100-44901-170

Attachments: Developers Request and Development Agreement.

Legal Review:

Approved As To Form: 

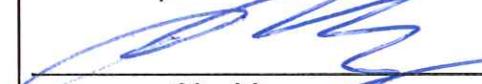
City Attorney

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. 6817.

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

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

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

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

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

PASSED, ADOPTED AND APPROVED this 1st day of July, 2019.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk

MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into on this ____ day of ____ 2019 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and Sombra Homes, LLC, 1113 W. Canterbury St., Hobbs, NM 88242, (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 365 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 Fifty Thousand Dollars (\$50,000.00), 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 365 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 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 Sombra Homes, LLC, 1113 W. Canterbury St., Hobbs, NM 88242 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.

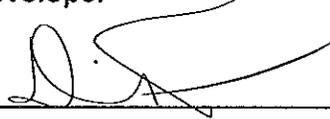
The foregoing constitutes the entire agreement between the parties hereto and may be modified only in writing by the parties hereto.

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



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 1, 2019

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

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: June 24, 2019
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: Gold Creek Homes 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 \$140,000.00.

Fiscal Impact:

Reviewed By: 

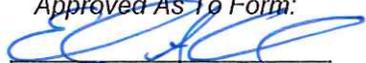
Finance Department

FY20 Budget Available \$1,500,000.00

Single Family Housing #010100-44901-170

Attachments: Developers Request and Development Agreement.

Legal Review:

Approved As To Form: 

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. 6818

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

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

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

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

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

PASSED, ADOPTED AND APPROVED this 1st day of July, 2019.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk

MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into on this ____ day of ____ 2019 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and Gold Creek Homes, 801 Briarwood Street, Weatherford, TX 76087, (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 365 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 Forty Thousand Dollars (\$140,000.00), 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 365 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 Gold Creek Homes, 801 Briarwood Street, Weatherford, TX 76087 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: C. Ryan Voorheer

ATTEST:

APPROVED AS TO FORM:

JAN FLETCHER, City Clerk

Efren Cortez, City Attorney