

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

Marshall R. Newman

Christopher R. Mills

Larron B. Fields

Joseph D. Calderón

Dwayne Penick

Don R. Gerth

Acting City Manager

Manny Gomez

July 6, 2020



Hobbs City Commission

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

Monday, July 6, 2020 – 6:00 p.m.

Virtual Meeting Held by Video Conference

Sam D. Cobb, Mayor

Marshall R. Newman
Commissioner – District 1

Christopher R. Mills
Commissioner – District 2

Larron B. Fields
Commissioner – District 3

Joseph D. Calderon
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 15, 2020, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

2. Proclamation Proclaiming the Month of July, 2020, as "*Parks and Recreation Month*"

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.)*

Due to the current COVID-19 State of Emergency and the orders of the New Mexico Department of Health, public comment should be submitted in writing via email to the City Clerk at jfletcher@hobbsnm.org or via fax at (575) 397-9334 no later than 4:30 p.m. on July 6, 2020.

CONSENT AGENDA *(The consent agenda is approved by a single motion. Any member of the Commission may request an item to be transferred to the regular agenda from the consent agenda without discussion or vote.)*

3. Consideration of Approval of a Professional Services Agreement with the Friends of the Hobbs Public Library for FY 20-21 *(Efren Cortez, City Attorney)*

DISCUSSION

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

4. **PUBLICATION**: Proposed Ordinance Approving a Real Estate Purchase Agreement to Sell and Convey a Parcel of Land Located Northeast of the Intersection of Texas and Dal Paso Streets to Franklin Land Associates, LLC, for the Purchase Price of \$190,000.00 *(Kevin Robinson, Planning Department)*
5. Consideration of Approval of a CES Contract with G & G Roofing for Roof Replacement at the Hobbs Senior Center in the Amount of \$804,712.90 *(Shelia Baker, General Services Director)*

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

6. Next Meeting Date:
 - City Commission Regular Meeting
July 20, 2020, at 6:00 p.m.

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 6, 2020

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: June 25, 2020
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular Commission Meeting of June 15, 2020

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

Minutes of the regular meeting of the Hobbs City Commission held on Monday, June 15, 2020, in Hobbs, New Mexico. This was a virtual meeting held by video conferencing and viewable to the public via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

Mayor Cobb called the virtual meeting to order at 6:00 p.m. and welcomed everyone viewing through Livestream. Ms. Jan Fletcher, City Clerk, called the roll and the following identified themselves as participating remotely through video conferencing and answered present:

Mayor Sam D. Cobb
Commissioner Marshall R. Newman
Commissioner Christopher Mills
Commissioner Larron B. Fields
Commissioner Joseph D. Calderón
Commissioner Dwayne Penick
Commissioner Don Gerth

The following staff members and presenters participated remotely in the meeting via video conference:

Manny Gomez, Acting City Manager/Fire Chief
Efren Cortez, City Attorney
Shelia Baker, General Services Director
Kevin Robinson, Development Director
Doug McDaniel, Recreation Director
Missi Currier, CEO, EDC of Lea County
Hayden Andrews, Manager, Rockwind Grill, LLC
Jan Fletcher, City Clerk

Mayor Cobb explained the guidelines issued by the New Mexico Attorney General's Office, Open Government Division (OGD), regarding the virtual public body meeting through video conferencing. He stated the following guidelines must be followed:

- At the start of the meeting, the Mayor should announce the names of those members of the public body participating remotely.
- All members of the public body participating remotely must identify themselves whenever they speak and must be clearly audible to the other members of the public body and to the public.
- Members of the public should be afforded remote access, via livestream.
- Mayor should suspend discussion if the audio or video is interrupted.
- All votes of the public body must be a roll call vote.
- The public body should produce and maintain a recording of the open session of the meeting.

**For the record, it is noted that all of these guidelines were strictly followed during the entire City Commission meeting.

Invocation and Pledge of Allegiance

Commissioner Fields delivered the invocation and Mayor Cobb led the Pledge of Allegiance.

Approval of Minutes

Commissioner Calderón moved that the minutes of the regular meeting held on Monday, June 1, 2020, be approved as presented. Commissioner Newman seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes, Newman yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Closed Session

The City Commission convened in a virtual closed session on Monday, June 15, 2020, at 5:15 p.m., for the discussion of the purchase, acquisition or disposal of real property, specifically related to the disposal of City-owned real property located northeast of the intersection of Texas and Dal Paso Streets. The matters discussed in the closed meeting were limited only to that specified above. No action was taken during the meeting.

Proclamations and Awards of Merit

Recognition of City Employees - Milestone Service Awards for the Month of June, 2020

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, 2020, which total 50 years of service worked. Acting City Manager/Fire Chief Gomez read their names, job titles and gave a brief summary of the job duties performed by each of the following employees:

- 5 years - Yesenia Sanchez, Animal Adoption
- 5 years – Juan Contreras, Hobbs Fire Department
- 10 years – Victor Hawkins, Hobbs Fire Department
- 15 years – Bryan Ussery, Streets Department
- 15 years – Robert Janousek, W.W.T.P.

Acting City Manager/Fire Chief Gomez stated these employees are not present due to COVID-19 and social distancing requirements. He 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

The public was given the opportunity to submit public comments prior to the meeting in writing via email to the City Clerk at jfletcher@hobbsnm.org or via fax to (575) 397-9334 by 4:30 p.m., on June 15, 2020. There were no public comments submitted.

Consent Agenda

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

Resolution No. 6944 – Authorizing Participation in the Local Government Clean and Beautiful Program with the New Mexico Department of Tourism in the Amount of \$6,250.00.

Consideration of Approval of a Professional Services Agreement with the Boys and Girls Club of Hobbs for FY 20-21 in the Amount of \$69,000.00.

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

Discussion

Discussion of Rockwind Grill Lease Extension - Performance Review and Survey Results.

Mr. Doug McDaniel, Recreation Director, explained the Performance Review and Survey Results of the Rockwind Grill. He stated this review is required by the agreement between the City and Rockwind Grill. Mr. McDaniel stated 27 hard copy cards were received and 52 email responses were received of 4,000 emails sent. He stated there were five rankings on the electronic survey that included: very happy, happy, neutral, sad and very sad. The following are the percentages of each category: Food 82-86%, Staff Friendliness 69%, Experience 62%, Speed of Service 58%, Timeliness 57% and Responses to Catering 50%. Mr. McDaniel stated the data received suggests Rockwind Grill excels in its service. He further stated he and Mr. Hayden Andrews, Manager of Rockwind Grill, visited with Mr. Efren Cortez, City Attorney, to discuss how to better its service at Rockwind Grill. The following are recommendations from both parties: (1) Rockwind Grill management would like to see the results of the surveys in a timely manner; (2) Rockwind Grill management would like to review all feedback on service, whether good or bad; and

(3) have discussions on how to improve service regarding GPS units, Kiosks and delivery of food to golfers on the golf course.

Commissioner Gerth stated he has been at Rockwind Grill and the survey cards are not always available on the tables. He stated the customers should not have to ask for a survey card. Mr. McDaniel agreed and stated the comment card should be readily available on the tables and the email address on the card should be updated to add the new Acting Golf Course Manager.

Mayor Cobb stated Rockwind Grill is a professional business and the City is not directing them on how to run their business. He stated Rockwind Grill should look to find ways moving forward to improve service delivery during these unknown and unprecedented times. Mayor Cobb stated he is looking forward to working with Rockwind Grill management.

Mr. Andrews expressed his appreciation for the continued support from the City. He stated Rockwind Grill is listening and will be addressing the concerns and issues brought forward by the City.

Economic Development Corporation of Lea County – Airline Service.

Ms. Missi Currier, President and CEO of the Economic Development Corporation of Lea County, reviewed the airline service and presented the following remarks:

FlyHobbs' Overview

The FlyHobbs' alliance is a successful public/private partnership, including the City of Hobbs, Lea County, the Economic Development Corporation of Lea County (EDC), and United Airlines, all working toward the success of the air service for the region and beyond. Commercial air service is provided by United Express/Express Jet with direct flights from UA's hubs in both Houston and Denver. Through these hubs, connections are offered to over 350 destinations throughout the United States and a variety of international destinations.

The Lea County Regional Airport has proven to be a viable regional transportation gateway serving all of the Permian Basin for both business and leisure travel. In February 2020, the Houston-to-Hobbs route operated at its highest February load factor ever of 77%. In the third quarter of 2019, this route was the third most profitable spoke out of 105 destinations served from Houston's hub as measured by stage-length adjusted total revenue per available seat mile. In 2019 alone, over 54,000 passengers utilized the

service. The FlyHobbs economic impact to the region is estimated at over \$25 million per year.

Ms. Currier reviewed the current ridership and load factors. Currently, due to the pandemic and the slowdown in oil and gas production, she stated that the partners have worked with United Airlines to temporarily reduce the Houston flight options and suspend Denver routes. As of June 15, 2020, there is a daily incoming flight to Hobbs from Houston and outbound back to Houston on Monday, Wednesday, and Friday. As ridership demand increases, the flight schedule will resume.

Mayor Cobb thanked Ms. Currier for a good presentation to the Commission. He stated the EDC is meeting regularly with the Airline Committee to stay informed and monitor the situation. Mayor Cobb stated he hopes the economy improves locally and nationally.

Action Items

FINAL ADOPTION: Ordinance No. 1124 - Authorizing the Issuance and Sale of the City of Hobbs, New Mexico, Multifamily Housing Revenue Bonds, in One or More Tax-Exempt Series (Four Seasons Apartments) in an Amount Not to Exceed \$10,000,000 for the Purposes of Providing Funds for the Rehabilitation, Improvement and Equipping of an 80-Unit Multifamily Housing Project Located in the City of Hobbs, Lea County, New Mexico, and Known as the Four Seasons Apartments.

Mayor Cobb stated public comments on proposed Ordinance No. 1124 were requested to be submitted in writing via email to the City Clerk at jfletcher@hobbsnm.org or via fax at (575) 397-9334 no later than 4:30 p.m. on June 15, 2020. In response to Mayor Cobb's inquiry, Ms. Jan Fletcher, City Clerk, stated no public comments were received.

Mr. Kevin Robinson, Development Director, explained the ordinance and stated the City is requesting the Commission to authorize the issuance and sale of the City of Hobbs, New Mexico multifamily housing revenue bonds, in one or more tax-exempt or taxable series (Four Seasons Apartments) in an amount not to exceed \$10,000,000.00 for the purposes of providing funds for the rehabilitation, improvement and equipping of a 80-unit multifamily housing project located in the City of Hobbs, Lea County, New Mexico and known as the Four Seasons Apartments. Mr. Robinson emphasized this is not a general obligation of the City.

Mayor Cobb stated the Four Seasons Apartment complex has income limits for residents to qualify to reside there and is considered affordable housing rather than low-income housing. Mr. Robinson agreed.

In response to Commissioner Mills' question, Mr. Robinson stated the Four Seasons Apartments are in very bad condition and all 80 units in the apartment complex will be rehabilitated. Commissioner Mills stated the property is in a poor state; however, it is in a great location near schools and it is a blessing the Four Seasons Apartments will be rehabilitated.

Commissioner Penick stated he supports the rehabilitation of the Four Seasons Apartments and it is long overdue.

Proper publication having been made, and no public comments having been submitted in writing prior to the meeting, and there being no further discussion, Commissioner Mills moved to adopt Ordinance No. 1124 as presented. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the ordinance is attached and made a part of these minutes.

Resolution No. 6945 – Extending the Professional Services Agreement with Rockwind Grill, LLC, as Assigned by Pacific Rim, Inc., for Management and Operation of Rockwind Restaurant and Catering Service.

Mr. Efen Cortez, City Attorney, stated the City desires to renew the Professional Services Agreement with Rockwind Grill, LLC, as assigned by Pacific Rim, Inc., for restaurant, food, beverage and catering services at Rockwind Community Links Golf Course. He stated the City entered into an agreement with Rockwind Grill, LLC, on June 17, 2019, which will expire on June 30, 2020. Mr. Cortez stated the term of the original agreement allows for three one-year renewal options with mutual written consent of both parties. He stated the parties are seeking to enter into the first one-year extension so as to provide continuity of services to the citizens of Hobbs.

In response to Commissioner Gerth's inquiry, Mr. Cortez stated the agreement with Rockwind Grill has special language referred to as a tail provision which allows Rockwind Grill to continue service if the agreement is not renewed and allowing time for the City to contract with another vendor. He stated the City has learned from its mistakes of the past so there will be no gap in service to the customers.

There being no further discussion, Commissioner Calderón moved that Resolution No. 6945 be approved as submitted. Commissioner Mills seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documents are attached and made a part of these minutes.

Resolution No. 6946 – Authorizing FY 20-21 Funding Appropriations for Economic Development and Marketing Entities.

Mr. Cortez, stated this resolution appropriates funding to the EDC for operations and special projects (\$250,000), the Hobbs Chamber of Commerce (\$75,000), and the Hobbs Hispano Chamber of Commerce (\$64,000) for FY 20-21. If approved, the City of Hobbs will execute a professional services agreement with each entity that will outline the contractual obligations of each party for the fiscal year. He stated these entities made presentations at a previous Commission meeting.

There being no discussion, Commissioner Calderón moved that Resolution No. 6946 be approved as submitted. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution is attached and made a part of these minutes.

Consideration of Approval of Bid No. 1580-20 for 2020 Tandem 12-Yard Dump Truck.

Ms. Shelia Baker, General Services Director, explained Bid No. 1580-20 for the purchase of a 2020 Tandem 12-Yard Dump Truck and stated bids were opened at 2:00 PM on Monday, June 8, 2020. She stated this unit will replace a 12-yard dump truck that has a blown engine. Ms. Baker stated the previous unit was put into service in 2009 and has over 100,000 miles with repairs totaling \$45,000.00. She stated the City of Hobbs Street Department provides services that require hauling of material utilizing dump trucks to complete the services. Ms. Baker stated this includes alley material, cold mix, millings, soil, sweepings, tree trimmings and debris. It also includes special projects such as community-wide cleanup, hauling soil to the cemetery and hauling tree limbs for the Parks and Open Spaces Department.

In response to Commissioner Gerth's inquiry, Ms. Ms. Baker stated there were three bids, two of which were from Watson Truck & Supply and the other from LoneStar Truck Group. She stated one of the bids from Watson Truck & Supply was deemed non-responsive. Commissioner Gerth encouraged staff to continue utilizing local vendors when possible.

Commissioner Newman moved to accept Bid No. 1580-20 from Watson Truck & Supply, Inc., in the amount of 126,372.67. Commissioner Fields seconded the motion and roll call vote was recorded as follows: Mills yes, Newman yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the supporting documentation is attached and made a part of these minutes.

Resolution No. 6947 – Extending the Professional Services Agreement with Life Skills Fore Youth of the Pecos for Operation of the First Tee Program at Rockwind Community Links.

Mr. McDaniel explained the resolution and stated with the opening of Rockwind Community Links, one of the goals was to engage the youth of Hobbs, Lea County, Southeast New Mexico and West Texas in the game of golf by offering various junior golf instructional programs, clinics and camps. He stated the First Tee Program teaches valuable life lessons using the game of golf, and the City of Hobbs has funded the First Tee Program at Rockwind Community Links for the previous five years. Mr. McDaniel stated the most recent agreement was renewed in June, 2019, for a term of one year with the option for three additional one-year terms but the agreement requires all renewals to be done by resolution. He stated the Professional Services Agreement includes new language that gives the City of Hobbs the ability to audit First Tee program finances. Mr. McDaniel added it also prohibits the City of Hobbs from acting as a trustee for funds generated by the First Tee and prohibits City staff from being issued credit cards assigned to the First Tee program. He stated the partnership with Life Skills Fore Youth of the Pecos has afforded local youth golfers to participate in the nationally First Tee Program. Mr. McDaniel stated the First Tee's Nine Core Values, Nine Healthy Habits and Code of Conduct continue to have a positive impact on all that participate in this program at Rockwind Community Links, at the Hobbs Boys and Girls Club and in the Hobbs Municipal Schools. He stated if the City renews this agreement, Rockwind Community Links will continue to be officially designated as a "The First Tee of Southeastern New Mexico Program Location" and will receive all considerations normally associated with First Tee Program locations as described in the agreement.

In response to Commissioner Fields' question, Mr. McDaniel stated the additional language has been added to the agreement.

Commissioner Gerth stated he learned how to play golf at five years of age and stated The First Tee Program is a great opportunity for youth and to help the game of golf keep growing.

There being no further discussion, Commissioner Gerth moved that Resolution No. 6947 be approved as submitted. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documents are attached and made a part of these minutes.

Comments by City Commissioners, City Manager

Acting City Manager/Fire Chief Gomez stated there are 18 Livestream viewers at tonight's meeting, and he thanked the viewers for watching the meeting.

Acting City Manager/Fire Chief Gomez stated Rockwind Grill and Golf Course held a championship tournament this weekend and the tournament was a success. He expressed appreciation to Mr. McDaniel, Mr. Ben Kirkes, Acting Golf Pro/General Manager, and staff for providing great service to the community.

Acting City Manager/Fire Chief Gomez stated at tonight's meeting, the Commission approved a resolution under authorizing Hobbs' participation in the Local Government Clean and Beautiful Program with the New Mexico Department of Tourism in the amount of \$6,250.00 for FY 20-21. He stated the local match is in the amount of \$1,250.00 in-kind services which means it is volunteer work from City staff. Acting City Manager/Fire Chief Gomez encouraged the Commission to organize clean-ups throughout Hobbs once citizens are allowed to congregate. He further stated the beautification theme is "Let's all Win, Toss it in the Bin! Keep Hobbs Beautiful".

Acting City Manager/Fire Chief Gomez stated 15 years ago, the Hobbs Fire Department starting participating in "Safety Stand Down". He stated during June 17 – 20, the Hobbs Fire Department will be conducting training throughout the community. He stated this year's theme is "Building a Super Highway to Safety". He stated 115 firefighters or emergency staff have perished in the line of duty this past year, of which 25% perish while being on highway duties.

Commissioner Mills stated Carlsbad and Clovis, New Mexico, will be hosting a firework display this Fourth of July. He stated the City cannot underestimate the importance of citizens wanting to return to some normalcy and it's the small things that are a big deal like observing the fireworks display in Hobbs and utilizing the splash pads.

Commissioner Fields congratulated employees who reached their milestones and were recognized at tonight's meeting. He agreed that the quality of life has been lacking for citizens over the last few months. He thanked Acting City Manager/Fire Chief Gomez for his responsiveness in cleaning up the property on Avenue B.

Commissioner Penick thanked Ms. Tanya Sanchez, Tourism Development Coordinator, for her work on the Local Government Clean and Beautiful Program Grant with the New Mexico Department of Tourism. He stated he likes the theme "Let's all Win, Toss it in the Bin! Keep Hobbs Beautiful".

Commissioner Penick also thanked the City's employees as they are the backbone of the City. He thanked Mr. Cortez, Acting City Manager/Fire Chief Gomez, the City Commission and the Mayor for the important role they play in the City.

Commissioner Penick stated he agrees with Commissioner Mills and there is more to life than COVID-19 even though he has a great respect for the pandemic and those who are ill with it. He stated the City needs to get back to some normalcy and quality to life.

Mayor Cobb stated he has been participating on a Mayor's Council with 20 other New Mexico Mayors. Mayor Cobb stated the committee has been advocating for opening things such as the splash pads with social distancing requirements. He stated they are also working together on the economic stimulus package to be presented during the Special Legislative Session which starts on June 18, 2020. Mayor Cobb stated he hopes the resurgence in COVID-19 cases throughout the state does not put a damper on the progress already made. He agreed that everyone is ready to resume a sense of normalcy.

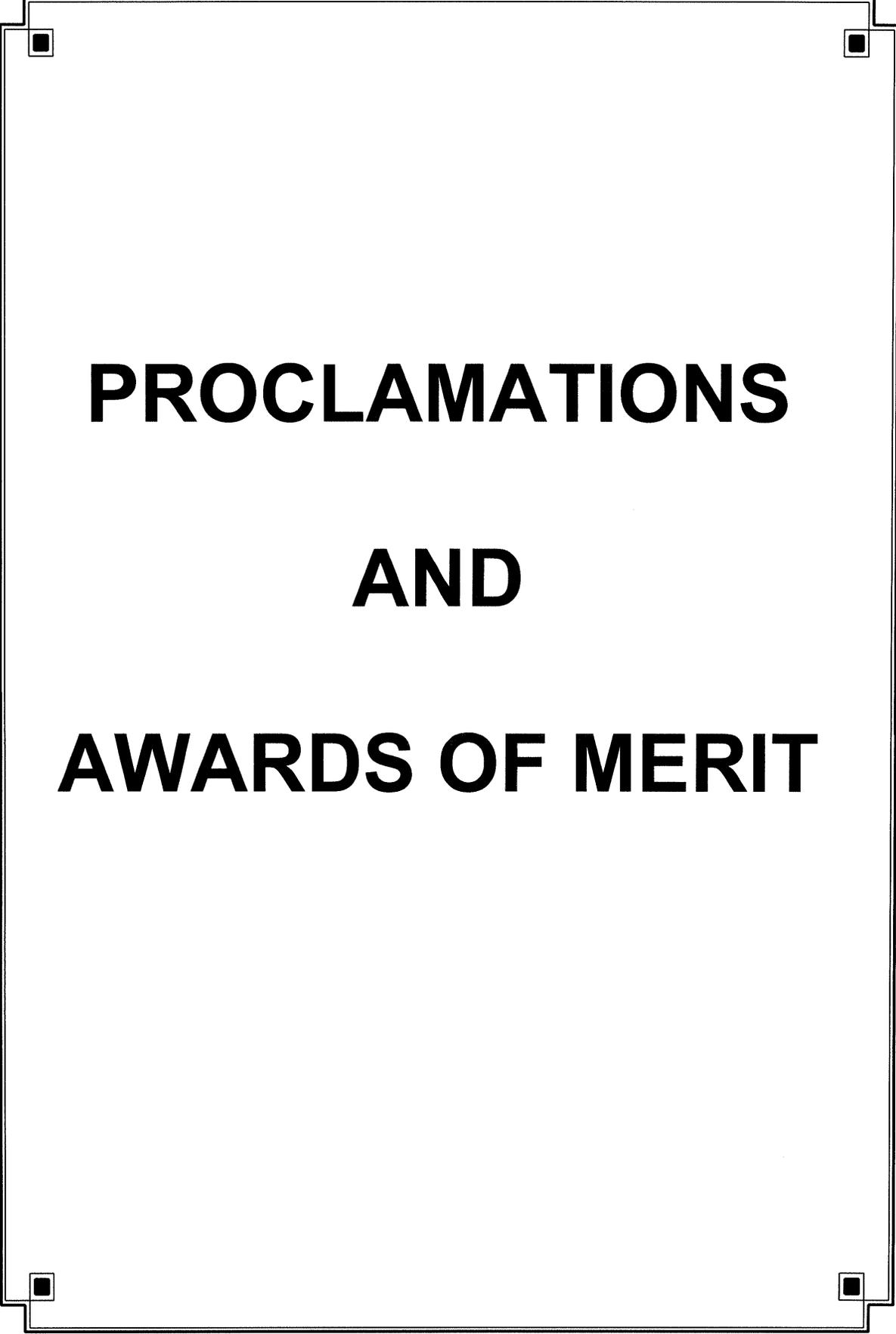
Adjournment

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Newman seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 7:09 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



**PROCLAMATIONS
AND
AWARDS OF MERIT**

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, parks and recreation programs and facilities are an integral part of communities throughout this country, including Hobbs; and

WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U. S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, Hobbs recognizes the benefits derived from parks and recreation resources.

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

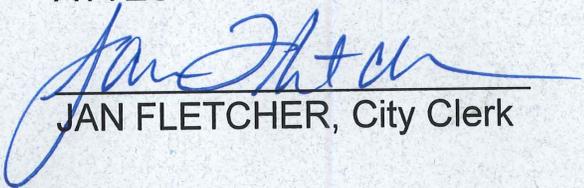
"PARKS AND RECREATION MONTH"

in the City of Hobbs.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of July, 2020, and cause the seal of the City of Hobbs to be affixed hereto.

SAM D. COBB, Mayor

ATTEST:



JAN FLETCHER, City Clerk





CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 6, 2020

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

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: June 26, 2020
SUBMITTED BY: Efren 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 2020-2021 ending June 30, 2021, 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: _____

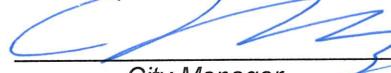

City Attorney

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. _____
Ordinance No. _____
Approved _____
Other _____

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

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

FY 2020-2021

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, 2020, and ending June 30, 2021. 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 _____, 2020.

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



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 6, 2020

SUBJECT: AN ORDINANCE APPROVING A REAL ESTATE PURCHASE AGREEMENT TO SELL AND CONVEY A PARCEL OF LAND LOCATED NE OF THE INTERSECTION OF TEXAS AND DAL PASO, CONTAINING 1.30 ACRES, MORE OR LESS, TO FRANKLIN LAND ASSOCIATES, LLC FOR THE PURCHASE PRICE OF \$190,000.00.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: June 29, 2020
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: First Reading of the Ordinance to authorize publication to sell and convey a parcel of land located NE of the intersection of Texas and Dal Paso, containing 1.30 acres, more or less, to Franklin Land Associates, LLC for the purchase price of \$190,000.00. The City of Hobbs is proposing to sell a municipally owned parcel located NE of the intersection of Texas and Dal Paso, containing 1.30 acres, more or less, to Franklin Land Associates, LLC for the purchase price of \$190,000.00. The proposed replat of the property is attached. The purpose of the sale is Economic Development.

Fiscal Impact: Reviewed By: [Signature] Finance Department
The revenue from this sale will be booked against the Land Acquisition Fund

Attachments: Ordinance; Site Map, Real Estate Purchase Agreement and Special Warranty Deed

Legal Review: Approved As To Form: [Signature] City Attorney

Recommendation: Staff recommends consideration to approve publication of the Ordinance.

Approved For Submittal By: [Signature] Department Director, [Signature] City Manager
CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN
Resolution No. _____ Continued To: _____
Ordinance No. _____ Referred To: _____
Approved _____ Denied _____
Other _____ File No. _____

CITY OF HOBBS, NEW MEXICO

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REAL ESTATE PURCHASE AGREEMENT TO SELL AND CONVEY A PARCEL OF LAND LOCATED NE OF THE INTERSECTION OF TEXAS AND DAL PASO, CONTAINING 1.30 ACRES, MORE OR LESS, TO FRANKLIN LAND ASSOCIATES, LLC FOR THE PURCHASE PRICE OF \$190,000.00.

WHEREAS, the City of Hobbs, a municipal corporation, is the owner of a parcel of land located NE of the intersection of Texas and Dal Paso, containing 1.30 acres, more or less; and

WHEREAS, the Commission has determined that the public would be better served if the property is conveyed and developed by the private sector; and

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

WHEREAS, inclusive in this Ordinance are the following:

1. **Terms of Sale:** The City proposes to sell a parcel of land located NE of the intersection of Texas and Dal Paso, containing 1.30 acres, more or less for the purchase price of \$190,000.00.

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

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

2. **Appraised Value of Municipally Owned Real Property:** The property has been recently appraised and the proposed purchase price is at or above the current appraisal.

3. **Schedule of Payments:** The Purchase Price is to be paid with an earnest money deposit (escrowed upon acceptance of purchase agreement) with the balance to be paid as follows:

Earnest Money Deposit:	\$ 5,000
At Closing Balance of Cash	\$185,000
Total Payments	\$190,000

4. **The Amount of Purchase Price:** \$190,000
5. **Purchaser of Property:** Franklin Land Associates, LLC
6. **Purpose of Municipal Sale:** Economic Development - Site acquisition for company providing Retail Sales of General Merchandise.

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

(I)

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

LEGAL DESCRIPTION

A parcel of land comprised of Lot 23, Block 49, Original New Hobbs Addition, City of Hobbs, Lea County, New Mexico, containing 1.30 acres, more or less.

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

(II)

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

(III)

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

(IV)

That City staff and officials are hereby authorized and directed to do all acts

and deeds necessary in the accomplishment of the above.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2020.

CITY OF HOBBS, NEW MEXICO

By _____
Sam D. Cobb, Mayor

ATTEST:

By _____
JAN FLETCHER, City Clerk

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (hereinafter "Agreement"), entered into this ____ day of _____, 2020, between Franklin Land Associates, L.L.C., a Tennessee limited liability company (hereinafter "Purchaser"); and the City of Hobbs, New Mexico, a New Mexico Municipal Corporation (hereinafter "City").

RECITALS:

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

Legal Description:

NOW THEREFORE THE FOLLOWING IS AGREED BY THE PARTIES:

1. Earnest Money Deposit.

Purchaser will make an earnest money deposit with the Closing Agent in the sum of Five Thousand Dollars (\$5,000.00), within 24 hours of Commission Approval of this agreement.

2. Purchase Price.

The purchase price for the Property shall be One Hundred Ninety Thousand Dollars (\$190,000.00) of which the amount paid as earnest money shall be a part.

3. Property Survey.

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

4. Commissions.

Seller and Buyer warrant and represent to each other that they have not employed or dealt with any other real estate agent or broker relative to the sale and purchase of the Property, other than Burkett-Shaw Realty, whose six percent (6%) commission

shall be paid by Seller at Closing. Each party hereby agrees to indemnify and hold harmless the other from and against any liability (including costs and reasonable attorneys' fees) incurred in the defense thereof to any other agents or brokers with whom such party may have dealt.

5. Closing Date.

Closing for the sale of the Property shall occur on a mutually agreeable date, at least forty-five (45) days, but not more than two hundred seventy (270) days after the adoption of the ordinance authorizing the sale by the City, unless a referendum election is held pursuant to 3-54-1, NMSA, 1978, as amended. The parties may extend the Closing Date by mutual agreement, not to exceed 365 days following the date of the ordinance.

6. Review of Title.

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

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

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

7. Environmental Assessment.

If requested by Purchaser, City shall furnish Purchaser within 40 days following the execution of this agreement, a Phase I Environmental Site Assessment Report, prepared by a licensed environmental professional engineer or geologist on the

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

8. Title.

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

9. Oil and Gas Activities.

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

10. Risk of Loss.

All risk of loss or damage to the Property will pass from the City to Purchaser at closing. In the event that material loss or damage occurs prior to closing, Purchaser may, without liability, refuse to accept the conveyance of title, in which event the earnest money deposit, if any, shall be refunded. Possession of the Property by Purchaser shall occur at closing. Before closing, Purchaser shall be solely responsible to insure Purchaser's interest in the Property if Purchaser so chooses.

11. Default and Remedy.

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

B. Default by Purchaser. If Purchaser defaults in the performance of this Agreement prior to closing, City may terminate this Agreement and retain the earnest money deposit.

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

12. Costs and Fees.

The closing costs shall be paid as follows:

A. The City shall pay for survey and title insurance binder for the value of the purchase price.

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

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

13. Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by certified mail, postage prepaid, to the City, at City of Hobbs, ATTN: Development Director, 200 East Broadway, Hobbs, NM 88241; and to Purchaser, at _____, Hobbs, NM 88241, or to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

14. Attorney's Fees and Costs.

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

15. Counterparts.

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

16. Successors and Assigns.

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

17. Compliance with New Mexico State Statutes.

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

18. Governing Laws.

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

19. State Permits and Licenses.

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

20. Termination.

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

21. City Permits.

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

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

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

Subject to the rights of any mortgagees under any mortgages on the Property, the City retains the right to repurchase the property, for the same price paid by the Purchaser, if Purchaser has not begun development within twelve (12) months of the date of purchase, or if Purchaser defaults prior to completing development within twenty four (24) months following the closing date. Development is hereby defined as the Purchaser's completion of construction of the complete main building suitable to Purchaser's needs including on-site improvements of paved access street and parking areas, utility service lines, landscaping, and foundations, according to City Design Standards and Building Code Ordinances. Upon compliance with the development responsibility of Purchaser and at Purchaser's request, the City shall provide a written, recordable release or certificate of compliance with this paragraph, and a waiver of its right to repurchase. In the event that the City does not exercise any right to repurchase the Property within three years of the date of such right arises, then that right to repurchase shall lapse and expire.

B. Municipal Property – Real Estate Purchase. To ensure creation of new jobs to Hobbs, to attract new businesses to Hobbs, guard against speculation and assure compatible development with the surrounding neighborhood, the following provisions and covenants are required by the City Commission to be incorporated hereinto and as deed restrictions:

2) The main building must be completed within twenty four (24) months, and be equal in value to at least four times the purchase price of the land.

C. Building and Site Development:

1) Completion of the building and site improvements, including the main building, shall be completed and placed in service within twenty four (24) months of the purchase. The purpose of this requirement is to insure the property is sold to someone that intends to utilize the property and create jobs and not hold the property for speculation.

2) Development of the property for residential uses is not permitted.

3) In the REA Seller shall agree to place certain use restrictions on Seller's adjacent property for a period of 30 years:

i) Not to lease, rent or occupy, or allow to be leased, rented or occupied, any part of Seller's Property for the purpose of conducting business as, or for use as, a Family Dollar Store, Bill's Dollar Store, Dollar Tree, Dollar General, Dollar Zone, Variety Wholesale, Dollar Express, Ninety-Nine Cents Only, Deals, Dollar Express, Dollar Bills, Bonus Dollar, Maxway, Super Ten, Dollar, Planet Dollar, Big Lots, Odd Lots, Walgreens, CVS, Rite Aid, or any Wal-Mart concept including but not limited to Super Wal-Mart, Wal-Mart, Wal-Mart Neighborhood Market or Wal-Mart Express.

4) In addition to the above restrictions, Seller shall burden the Seller Property (a) for any unlawful purpose or in any way which would constitute a legal nuisance to an adjoining owners or occupant; (b) as a discotheque, dance hall or night club; (c) as a massage parlor; (d) funeral parlor; (e) bingo parlor; (f) car wash; (g) any use which emits a strong, unusual, offensive or obnoxious odor, fumes, dust or vapors, or any sound which can be heard outside of any buildings, except that any usual paging system be allowed; (h) any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation; (i) any "second hand" store or liquidation outlet; (j) any mobile home park, trailer court, labor camp, junk yard, recycling facility or stock yard; (k) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building); (l) any dry cleaners performing on-site cleaning services; (m) any automobile, truck, trailer or recreational vehicles sales, leasing, storage, display or body shop repair operation; (n) any living quarters, sleeping apartments or lodging rooms; (o) any veterinary hospital or animal raising facilities (except this provision shall not prohibit pet shops and shall not prohibit the provision of veterinary services in connection with pet shops or pet supplies business); (p) any establishment selling or exhibiting paraphernalia for use with illicit drugs, and establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video store or adult movie theater; (q) any bar or tavern; provided, however, a bar within a restaurant shall be permitted; (r) any pool or billiard hall, gun range or shooting gallery, or amusement or video arcade; (s) any use which creates fire, explosives or other hazards; and (t) facilities for the use of treating addiction including but not limited to inpatient or outpatient substance abuse treatment facilities, pharmacological treatment facilities, safe injection sites and methadone maintenance therapy or clinics.

D. No billboard shall be permitted on the property.

E. Purchaser is responsible for acquiring all local, state and federal permits and licensing. City staff will assist purchaser in processing appropriate permits for the site.

23. Conditions For Completing The Purchase.

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

- A. The City Commission must have approved the necessary Ordinance for the Sale of the Property, subject only to the referendum election issue as specified in 3-54-1 et. seq., NMSA, as amended.
- B. Purchaser must have received, reviewed and approved the survey prior to Closing. Purchaser shall have survey documents for review prior to intended date of Closing. Purchaser shall have until the date of closing to raise any objections with City, or request changes on the survey.
- C. If a request for a Phase I Environmental Site Assessment, Purchaser must have received, reviewed and approved the Phase I Environmental Assessment Report for the Property prior to Closing. Purchaser shall have the Environmental Assessment Report for review at least thirty (30) calendar days prior to the intended date of Closing; and Purchaser shall have twenty (20) days from receipt of the Report to raise any objections with City.
- D. There shall be no material adverse change in the condition of the Property as of closing.
- E. The representations and warranties contained in this Agreement are true and correct as of the date of closing.
- F. If any of the conditions set forth in this Section are not satisfied to the sole discretion of the Purchaser prior to closing, or waived by the time specified therefor, or, if no time is specified, then by the closing date, then the Purchaser shall receive a refund of the earnest money deposit plus interest earned.

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

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

- A. The City owns title to the Property subject only to easements, restrictions and reservations of record as disclosed in the title commitment.
- B. There are no public improvements which have been commenced or completed for which special real property tax assessments may be or have been levied against the Property.
- C. There are no known existing violations of applicable law with respect to the Property.
- D. There is no litigation pending or threatened against the Property which might result in a lien on the Property, or might interfere with the City's ability to sell

or convey the Property, or which might have a material adverse change upon the Property.

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

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

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

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

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

A. The Purchaser is Tennessee limited liability company with its corporate offices in Brentwood, Tennessee, and, prior to Closing, shall be authorized to do business in New Mexico.

B. The Purchaser intends to construct Business Facilities with structures within the Twenty four (24) months following closing.

C. Purchaser shall obtain a City Building Permit and begin building on the site within twelve (12) months following closing.

D.

26. Time of Essence.

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

27. Additional Documents.

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

28. Entire Document.

This instrument constitutes the entire agreement between the City and the Purchaser, and there are no agreements, understandings, warranties, or representations between the Purchaser and the City except as set forth herein.

REPA, Page 10.

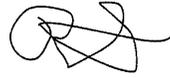
This Agreement cannot be amended except in writing executed by the Purchaser and the City.

Done and approved on the date first written above.

THE CITY OF HOBBS

PURCHASER

Mayor Sam Cobb



Franklin Land Associates, L.L.C.

By: _____

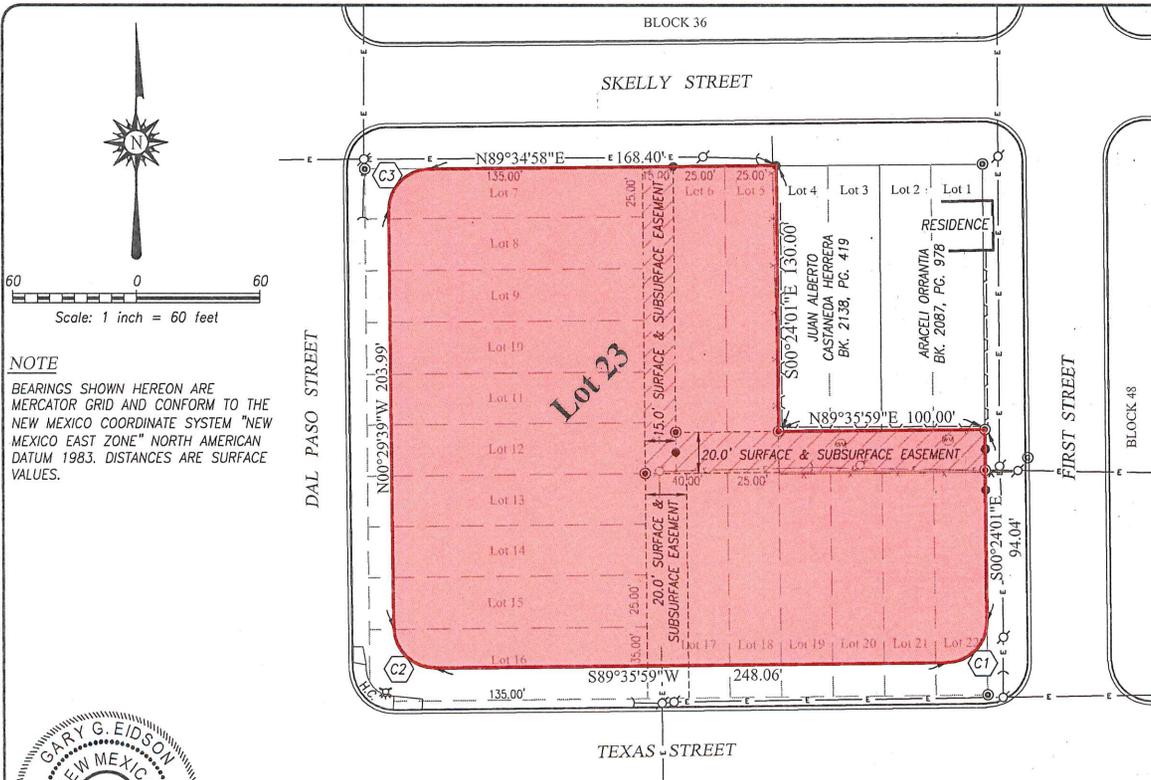
Its: Authorized Agent

ATTEST:

APPROVED AS TO FORM:

Jan Fletcher, City Clerk

Efren Cortez, City Attorney



NOTE
 BEARINGS SHOWN HEREON ARE MERCATOR GRID AND CONFORM TO THE NEW MEXICO COORDINATE SYSTEM "NEW MEXICO EAST ZONE" NORTH AMERICAN DATUM 1983. DISTANCES ARE SURFACE VALUES.



SURVEYOR'S CERTIFICATE:
 I, GARY G. EIDSON, NEW MEXICO PROFESSIONAL SURVEYOR No. 12641, DO HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GARY G. EIDSON _____
 DATE: _____

PROVIDING SURVEYING SERVICES SINCE 1946
JOHN WEST SURVEYING COMPANY
 412 N. DAL PASO HOBBES, N.M. 88240
 (575) 393-3117 www.jwsc.biz
 TBPLS# 10021000

CURVE TABLE:

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	20.00'	31.42'	90°00'01"	28.28'	N44°35'59"E
C2	20.00'	31.38'	89°54'21"	28.26'	S45°26'50"E
C3	20.00'	31.44'	90°04'38"	28.30'	S44°32'40"W

- LEGEND:**
- ⊙ - DENOTES FOUND 1/2" STEEL ROD W/CAP MARKED "JWSC PS 12641"
 - - DENOTES FOUND 1/2" STEEL ROD W/CAP MARKED "HICKS PS 12348"
 - ⊕ - DENOTES GAS LINE MARK
 - ⊖ - DENOTES WATER METER
 - ⊗ - DENOTES FIRE HYDRANT
 - ⊘ - DENOTES ELECTRIC LINE W/UTILITY POLE
 - ⊙ - DENOTES GUY/ANCHOR WIRE
 - ⊙ - DENOTES METAL FENCE LINE
 - ⊙ - DENOTES CHAIN LINK FENCE LINE

ALLEY VACATION AND REPLAT OF LOTS 5 THROUGH 22, BLOCK 49, ORIGINAL NEW HOBBS ADDITION, CITY OF HOBBS, LEA COUNTY, NEW MEXICO

REPLAT OF LOTS 5 THROUGH 22, AND THE VACATION OF THE ALLEY WITHIN BLOCK 49, ORIGINAL NEW HOBBS ADDITION, CITY OF HOBBS, LEA COUNTY, NEW MEXICO, INTO LOT 23, BLOCK 49, ORIGINAL NEW HOBBS ADDITION, CITY OF HOBBS, LEA COUNTY, NEW MEXICO.

SAID PROPERTY IS BEING REPLATTED AND ALLEY BEING VACATED AS THE SAME APPEARS HEREON WITH THOSE PORTIONS OF THE ORIGINAL LOTS THAT ARE NOT WITHIN THE NEW BOUNDARY OF LOT 23 ARE HEREBY DEDICATED TO THE PUBLIC WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR THEREOF.

MANNY GOMEZ
 ACTING CITY MANAGER, CITY OF HOBBS

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
 COUNTY OF LEA
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2020 A.D., BY MANNY GOMEZ.
 NOTARY PUBLIC MY COMMISSION EXPIRES _____

CERTIFICATE OF MUNICIPAL APPROVAL:

I, JAN FLETCHER, THE DULY APPOINTED AND ACTING CITY CLERK OF THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING ALLEY VACATION AND REPLAT OF LOTS 5 THROUGH 22, BLOCK 49, ORIGINAL NEW HOBBS ADDITION, CITY OF HOBBS, LEA COUNTY, NEW MEXICO, WAS APPROVED BY THE COMMISSION OF THE CITY OF HOBBS BY RESOLUTION No. _____ ON THE _____ OF _____, 2020 A.D.

OWNER: JAN FLETCHER
 ACTING CITY CLERK, CITY OF HOBBS

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
 COUNTY OF LEA
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2020 A.D., BY JAN FLETCHER.
 NOTARY PUBLIC MY COMMISSION EXPIRES _____

CERTIFICATE OF APPROVAL BY THE CITY PLANNING BOARD:

THIS PLAT HAS BEEN REVIEWED AND APPROVED ON THE _____ DAY OF _____, 2020 A.D., BY THE CITY PLANNING AND ZONING BOARD OF HOBBS, LEA COUNTY, NEW MEXICO.

CHAIRMAN: WILLIAM M. HICKS III

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
 COUNTY OF LEA
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2020 A.D., BY WILLIAM M. HICKS III.
 NOTARY PUBLIC MY COMMISSION EXPIRES _____

STATE OF NEW MEXICO
 COUNTY OF LEA ~ FILED:

Special Warranty Deed

City of Hobbs, a New Mexico Municipal Corporation

for consideration paid grants to:

Franklin Land Associates, LLC

the following described real estate in Lea county, New Mexico

FOR SURFACE TITLE ONLY:

Lots 23, Block 49 of the Original New Hobbs Addition

Said property is burdened with the following Land Use Restrictions; (a) for any unlawful purpose or in any way which would constitute a legal nuisance to an adjoining owners or occupant; (b) as a discotheque, dance hall or night club; (c) as a massage parlor; (d) funeral parlor; (e) bingo parlor; (f) car wash; (g) any use which emits a strong, unusual, offensive or obnoxious odor, fumes, dust or vapors, or any sound which can be heard outside of any buildings, except that any usual paging system be allowed; (h) any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation; (i) any "second hand" store or liquidation outlet; (j) any mobile home park, trailer court, labor camp, junk yard, recycling facility or stock yard; (k) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building); (l) any dry cleaners performing on-site cleaning services; (m) any automobile, truck, trailer or recreational vehicles sales, leasing, storage, display or body shop repair operation; (n) any living quarters, sleeping apartments or lodging rooms; (o) any veterinary hospital or animal raising facilities (except this provision shall not prohibit pet shops and shall not prohibit the provision of veterinary services in connection with pet shops or pet supplies business); (p) any establishment selling or exhibiting paraphernalia for use with illicit drugs, and establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video store or adult movie theater; (q) any bar or tavern; provided, however, a bar within a restaurant shall be permitted; (r) any pool or billiard hall, gun range or shooting gallery, or amusement or video arcade; (s) any use which creates fire, explosives or other hazards; and (t) facilities for the use of treating addiction including but not limited to inpatient or outpatient substance abuse treatment facilities, pharmacological treatment facilities, safe injection sites and methadone maintenance therapy or clinics. Subject to reservations, restrictions and easements appearing of record with special warranty covenants.

IN WITNESS WHEREOF, City of Hobbs, sets its hand and seal on the date first written above.

City of Hobbs

By _____
Sam D. Cobb, Mayor

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

The foregoing instrument was acknowledged before me on this ___ day of _____, 2020 by Sam D. Cobb, as Mayor of the City of Hobbs, a New Mexico Municipal Corporation, to me personally known, who being by me duly sworn did say that he is the duly elected Mayor and signing officer of the City of Hobbs, and that said instrument was signed in behalf of said Municipal Corporation, and Sam D. Cobb acknowledged said instrument, and acknowledged that he executed the same as his free act and deed and on behalf of the respective Corporation.

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

Notary Public _____

My Commission Expires: _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 6, 2020

SUBJECT: AWARD CES CONTRACT TO G&G ROOFING FOR ROOF REPLACEMENT AT SR. CENTER

DEPT. OF ORIGIN: General Services

DATE SUBMITTED: 06-30-2020

SUBMITTED BY: Shelia Baker, General Services Director

Summary:

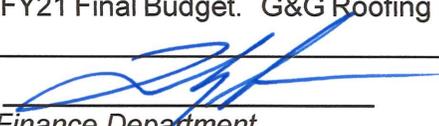
In 2019, the City of Hobbs contracted with Jim Koontz and Associates to complete roof inspections of 14 City buildings, create a report and corresponding replacement schedule. The roofs that were identified as the highest priority for replacement were the Sr. Center, Municipal Court and DA Office. A design was completed for the Sr. Center roof. There were two replacement options provided, modified bitumen and TPO. TPO was selected due to it having a lighter weight, providing savings on cooling costs due to reflectivity and being less expensive to install. Three prices were obtained from CES roofing contractors.

Company	Total Bid Price	CES Contract No.
G&G Roofing	\$753,388.32	2020-10B-G1109-6
VWRC	\$760,859.00	2020-10B-C1303-ALL
SMI Systems	\$935,396.00	18-09B-C302-ALL

It is the recommendation of the General Services Dept. to award the CES Contract to G&G Roofing in the amount of \$753,388.32. The FY20 budgeted amount was only for roof replacement and did not include the mechanical units or electrical that are both needed at the Sr. Center. Therefore, new money will need to be added or reclassified in the FY21 budget.

The project would not begin until after DFA approval of the FY21 Final Budget. G&G Roofing stated the project can be completed in 60 calendar days.

Fiscal Impact:

Reviewed By: 
Finance Department

Estimated Cost: \$804,712.90 (inclusive of NMGRT)

Budget Number: 010421-44901-00242

FY20 Budget Amount: \$642,185.00

An additional amount of \$177,815.00 would need to be added or reclassified in the FY2021 Final Budget with the carryover. Subject to DFA approval.

Attachments:

Bid Tabulation Sheet

Legal Review:

Approved As To Form: 
City Attorney

Recommendation: Award CES Contract to G&G Roofing for Roof Replacement at Sr. Center

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. _____

Roof Replacement of Senior Center

	G&G Roofing	WWRC	SMI Systems
Sr. Center	\$ 486,960.78		\$ 561,183.00
OSHA Approved Ladder on Low Roof	\$ 6,500.00	\$ 5,195.00	\$ 4,200.00
Roofing Base Price	\$ 493,460.78	\$ 489,400.00	\$ 565,383.00
Renovate Chimney	\$ 6,500.00	\$ 13,050.00	\$ -
Contingency	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Subtotal	\$ 504,960.78	\$ 519,450.00	\$ 570,383.00
Replace Mechanical Units	\$ 178,565.96	\$ 147,977.00	\$ 301,243.00
Replace Electrical to Mechanical Units	\$ 69,861.58	\$ 93,432.00	\$ 63,770.00
Total	\$ 753,388.32	\$ 760,859.00	\$ 935,396.00