



# PLANNING BOARD

## Regular Meeting Agenda - Amended

**Date:** Tuesday, January 18<sup>th</sup>, 2022

**Place:** [www.hobbsnm.org](http://www.hobbsnm.org)

**Time:** 10:00 a.m.

	W.M. "Tres" Hicks, Chairman	
Guy Kesner, Vice Chairman	Brett Drennan	Ben Donahue
Bill Ramirez	Larry Sanderson	Brett Clay

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Planning Board meeting will available  
via livestream at [www.hobbsnm.org](http://www.hobbsnm.org)

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes:**
  - a. December 21<sup>st</sup>, 2021
5. **Communications from Citizens** (3-minute limit per citizen)

Due to the current COVID-19 State of Emergency and the orders of the New Mexico Department of Health, public comment may also be submitted in writing via email to the Planning Board at [krobinson@hobbsnm.org](mailto:krobinson@hobbsnm.org) or via fax at 575-397-9227 no later than 9:00 a.m. on January 18<sup>th</sup>, 2022.

6. **Action Items:**
  - a. Review and Consider Yes Housing Berry Street LIHTC Development Agreement
  - b. Review and Consider Meadowlands Unit 1 – Final Plat Approval, as presented by property owner, Lemke Development, Inc.
  - c. Review and Consider Meadowlands Unit 2 – Preliminary Plat Approval, as presented by property owner, Lemke Development, Inc.

- d. Review and Consider Zia Subdivision Unit 8 – Final Plat Approval
- e. Review and Consider Zia Subdivision Unit 9 – Preliminary Plat Approval
- f. Review and Consider ETJ Subdivision SE Corner Jones Rd. & Bensing
- g. Review and Consider Notice Stating The Reasonable Notice Procedures For The City Of Hobbs Planning Board Pursuant To The New Mexico Open Meetings Act
- h. Review and Consider Planning Board Calendar

**7. Discussion/Updates:**

- a. None

**8. Adjournment**

The City will make every effort to provide reasonable accommodations for people with disabilities who wish to attend a public meeting. Please notify the City at least 24 hours before the meeting by calling the Planning Department at 575-397-9232

Notice is hereby given that a quorum of the Hobbs City Commission may be in attendance at City Advisory Board meetings.

**PLANNING BOARD MEETING  
MINUTES  
December 21, 2021**

The Hobbs Planning Board met on December 21, 2021 at 10:00 a.m. at the City of Hobbs Annex Building, Third Floor Rooms A302 and 304 located at 200 E. Broadway, Hobbs, NM 88240 with Mr. W.M. “Tres” Hicks Chairman presiding.

**Members Present:**

Tres Hicks, Chairman  
Guy Kesner, Vice Chairman  
Ben Donahue  
Larry Sanderson  
Brett Clay  
Brett Drennan

**Members Absent**

Bill Ramirez

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

Kevin Robinson, Development Director  
Valerie Chacon, Asst. City Attorney  
Zak Nash, Fire Prevention

Todd Randall, City Engineer  
Shawn Williams, Fire Marshall  
Jennifer Grassham, EDC of Lea County

**1) Call To Order.**

Chairman Hicks called the meeting to order at 10:04 am.

**2) Review and Consider Approval of Agenda.**

The first item of business was to review and approve the Agenda for the December 21, 2021 meeting. Mr. Hicks asked if there were any changes to the agenda? Mr. Robinson said item number property owners are in attendance for items 6 and 7 on the agenda. Mr. Hicks said to move item 5 to after item 7 and the Board will start with item 6. Mr. Sanderson made a motion, seconded by Mr. Donahue to approve the agenda as amended. The vote on the motion was 6-0 and the motion carried.

**3) Review and Consider Approval of Minutes.**

**November 16, 2021 – Regular Meeting**

Mr. Hicks asked if everyone has had a chance to read the Regular Meeting Minutes from the November 16, 2021. Mr. Donahue made a motion, seconded by Mr. Sanderson to approve the Regular Meeting Minutes as presented. The vote on the motion was 6-0 and the motion carried.

**4) Communications from Citizens.**

Mr. Gary Schubert discussed his property located at Alabama and Bensing. He discussed the lay out of his subdivision and he would like to have another discussion with the Planning Board over the Section and ½ section roadways.

**ACTION ITEMS**

**6) Review and Consider Preliminary Plan Approval for Trinity Estates, Unit 1 Subdivision, as presented by property owner, Stuard Development.**

Mr. Robinson said this is a Preliminary Plan Approval for Trinity Estates, Unit 1 Subdivision. He said this subdivision will be off Calle Grande and will include Poco, Rain, Trozo Streets. Mr. Kesner asked if there will be all underground utilities? Mr. Robinson said yes. He said this is a Preliminary Plan approval only. Mr. Donahue made a motion, seconded by Mr. Kesner to approve the Preliminary Sketch Plan for Unit 1. The vote on the motion was 6-0 and the motion carried.

**7) Review and Consider Front Yard Setback Variance as submitted by property owner for property located at 425 W. Berry.**

Mr. Robinson said at the last Planning Board Meeting this Front Yard Setback Variance came before the Board. The Board suggested sending out a letter to the entire block and see if the neighbors had any complaints about the carport. He said staff did send out certified letters and received 2 responses, one for granting a variance and one opposed to granting a variance. Mr. Donahue made a motion, seconded by Mr. Drennan to approve the Front Yard Setback. The vote on the motion was 6-0 and the motion carried.

**5) Review and Consider Preliminary Plan Approval for Centre Pointe Subdivision, as presented by property owner, Lemke Development, Inc.**

Mr. Robinson said this is the Preliminary Plan Approval for Centre Pointe Subdivision. He said this subdivision has 8 lots. He said there will be multifamily units. He said that the final approval of this subdivision is contingent on dedication and acceptance of a public street north of this subdivision connecting this subdivision to Joe Harvey. Mr. Drennan made a motion, seconded by Mr. Sanderson to approve the Preliminary Plan as presented. The vote on the motion was 6-0 and the motion carried.



- 8) **Review and Consider Vacation and Road Closure Plan for a portion of N. Fowler located between Taylor and Broadway.**

Mr. Robinson said this is a Vacation and Road Closure Plan located on Fowler between Taylor and Broadway Street. He said this is a roadway between the City of Hobbs building and Employee Parking lot. Mr. Kesner made a motion, seconded by Mr. Donahue to approve the vacation and Road Closure Plan. The vote on the motion was 6-0 and the motion carried.

- 9) **Review and Consider Proposed Certificate of Occupancy - Existing Building Ordinance, Procedure and Application.**

After much discussion Mr. Donahue made a motion to table the Certificate of Occupancy - Existing Building Ordinance, Procedure and Application. The vote on the motion was 6-0 and the motion carried. Mr. Hicks asked for volunteers from the Board, City Staff and Members of the Public for a Sub-committee to study the Proposed Certificate of Occupancy - Existing Building Ordinance, Procedure and Application. Mr. Guy Kesner, Mr. Ben Donahue, Mrs. Jennifer Grassham, Mr. Scott Shed and Mr. Zak Nash were chosen for the Sub-committee.

### **DISCUSSION ITEMS**

There were no discussion items.

### **Adjournment.**

With nothing further to discuss Mr. Kesner made a motion, seconded by Mr. Donahue to adjourn. The meeting adjourned at 11:44 am. The vote on the motion was 6-0 and the motion carried.

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Tres Hicks, Chairman

ITEM 6.a -

Review and Consider Yes Housing Berry Street LIHTC Development Agreement

## **DEVELOPMENT AGREEMENT**

**By and between the  
City of Hobbs, New Mexico  
a municipal corporation,**

**and**

**Yes Housing, Inc.  
901 Pennsylvania St. NE  
Albuquerque, NM, 87110**

\_\_\_\_\_, 2022

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## DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the City of Hobbs, New Mexico, a municipal corporation, (hereinafter "City") and Yes Housing, Inc., a Non-Profit New Mexico Corporation, (hereinafter "Developer"). City and Developer are sometimes hereinafter referred to collectively as "the Parties" and individually as "a Party."

### RECITALS

WHEREAS, the City amended Municipal Code Chapter 3.14.040 by adopting Ordinance #1050 on December 5, 2011 allowing a local contribution to developers providing for the affordable housing needs of working families; and

WHEREAS, the City adopted a Resolution on November 16, 2020, Resolution #7005, appropriating \$1,425,000 to the Development (defined below); and

WHEREAS, the Development (defined below) includes a mixed income, affordable rental project to be located at 616 W. Berry Drive, located within the corporate limits of the City; and

WHEREAS, the Developer has received an allocation of Low-Income Housing Tax Credits ("LIHTC") (the "Tax Credit Award") from the New Mexico Mortgage Finance Authority (hereinafter "MFA") which will fund a significant portion of the overall cost of the Project; and

WHEREAS, the Developer has the necessary construction, and marketing expertise to develop and market the Development; and

WHEREAS, the Developer has formed West Berry Senior Apartments, LLLP, a New Mexico limited liability limited partnership (the "Partnership") to develop, own and operate the Project. The Developer, through its wholly owned subsidiary, YES West Berry Senior Apartments, LLC, will serve as general partner of the Partnership. The obligations of the "Developer" under this Agreement will be assigned to, and assumed by, the Partnership prior to or at the time of the closing of the City Loan described hereunder.

NOW, THEREFORE, and in consideration of the premises and the mutual covenants hereinafter, set forth, the Parties formally covenant and agree as follows:

### ARTICLE I

#### Definitions

Section 1.1 The Definitions in the City's Municipal Code Chapter 3.14.040, if any, as they exist at the time of the execution of this Agreement or as amended during the term of this Agreement are adopted by reference and incorporated herein as though set forth in full in this paragraph.

## ARTICLE II

### Project Purpose and Description

Section 2.1 Purpose of Project. The purpose of the Project is to develop an affordable, mixed income, rental housing development. Populations to be served will range from the very low income to moderate income tenants. Rents for all units shall be restricted for Low to Moderate households.

Section 2.2 Project Term. The development of the Project and the provision of the affordable housing units (as defined below) shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement but, in any event, the obligation to provide the Affordable Housing Units required hereunder shall be continued for thirty five (35) years from the completion of the Project ("Affordability Period").

Section 2.3. Project Description. The Project named West Berry Apartments is located at 616 W. Berry Drive, as legally described in Exhibit A. The community will consist of 44 one-bedroom units, 12 two-bedroom units, and a community building. The site will be sustainable, provide for efficient use of water and energy, and keep the community healthy for residents. All units in this development will have rents at or below 60% of AMI, and be compliant with the affordability requirements of the New Mexico Mortgage Finance Authority Low Income Housing Tax Credit Allocation.

## ARTICLE III

### Funds Committed to the Project

Section 3.1 Description of City Loan. To assist with the Development, the City shall lend to the Developer an amount not to exceed ONE MILLION FOUR HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$1,425,000.00) of Municipal Funds which are not the proceeds of tax exempt bonds (the "Funds") subject to the terms and conditions contained herein. Funds loaned to the Developer will be evidenced by a City Note in the form attached as Exhibit B. The Developer shall loan the Funds to the Partnership, which loan will be evidenced by a Promissory Note (the "YES Note") and secured by a Mortgage, Assignment of Rents and Security Agreement (the "YES Mortgage") on the Project, which YES Mortgage will be subordinate in all respects to any mortgage or other security instrument of any construction or permanent lender, including those of Senior Lender and Permanent Lender (each defined below). The City acknowledges that, except as otherwise provided in the Collateral Assignment described below, the Developer shall have the right to retain all amounts repaid to Developer by the Partnership in repayment of the Loan. Notwithstanding anything in the Development Agreement to the contrary, the YES Note is not forgivable and requires payment in full by the maturity date stated therein. In order to ensure that the terms of the Development Agreement are met, the Developer and the Partnership shall execute the Restrictive Real Estate Covenants attached as Exhibit C. The Funds proceeds shall be subject to repayment, without interest, to the City by the Developer or the Partnership in the event of an uncured violation of the Restrictive Real Estate Covenants or the Development Agreement (the "City Repayment Obligation"). The City Repayment Obligation shall be secured by a collateral assignment of the YES Note and the YES Mortgage to the City (the "Collateral Assignment").

Section 3.2 Project Budget. The Project Budget is attached in Exhibit F.

Section 3.3 Other Loans/Subsidies. Other loans and subsidies, if applicable, are listed on the attached Exhibit F and incorporated herein as though set forth in full in this paragraph. Without the prior knowledge and written approval of the City, the Developer shall not encumber either the Project or the Developer as a whole with obligations which could impede the success of the Project, other than those loans and encumbrances set forth in Exhibit F.

Section 3.4 Tax Credits. Tax Credits are listed on the attached Exhibit F and incorporated herein as though set forth in full in this paragraph.

## ARTICLE IV

### Commencement and Completion of the Project

Section 4.1 Agreement to Construct and Complete the Project. Developer agrees that:

A. It shall construct the Project in accordance with the Plans, Specifications and Elevations (the "Plans") prepared by Developer, including any and all supplements, amendments and additions or deletions thereon or therein, as approved by the City.

B. It shall construct the Project with all reasonable dispatch and according to the Development Schedule attached as Exhibit G. An updated Development Schedule shall be provided within sixty (60) days after execution of the Agreement and shall be provided as part of the subsequent quarterly reports.

C. Developer, through the Partnership, shall have sole responsibility for construction of the Project and shall perform the responsibilities by itself or through affiliates, agents, contractors, subcontractors or others selected by it in whatever lawful manner it deems necessary or advisable provided it is in conformance with all applicable funding sources. Developer shall procure from the appropriate state, county, municipal and other authorities and corporations appropriate building permits and certificates of occupancy, connection arrangements for the supply of water, electricity and other utilities and discharge of sewage and industrial waste disposal for the operation of the Project.

Section 4.2 Establishment of Completion Date.

A. The Developer shall complete the construction of the Project no later than December 31, 2023.

B. The completion date shall be evidenced to the City by a Certificate(s) of Occupancy issued by the City; (ii) if applicable, a certificate of completion and acceptance by the City accepting public infrastructure required to be constructed; and (iii) release of liens by contractors, subcontractors and suppliers employed in the Project. Such documents shall be delivered to the City promptly but not later than thirty (30) days after the completion of the Project, unless an extension of such date has been agreed to in writing by the parties to this Agreement. Notwithstanding the foregoing, such certificates of occupancy shall be given without prejudice to any rights of the City against any third party existing at the date of such documents or which may subsequently come into being.

C. City may conduct inspections of the Project during normal business hours after giving reasonable notice to Developer. Notwithstanding the above, Developer shall use its best effort to arrange for a Project walk through within

five (5) days after substantial completion of the Project with the Developer's Authorized Representative, City's Authorized Representative, Construction Contractor and Independent Architect/Engineer.

Section 4.3 Developer to Pursue Remedies Against Contractor and Subcontractors and their Sureties. In the event of default of any contractor or subcontractor under any contract made in connection with the Project, Developer shall promptly precede either separately or in conjunction with others to exhaust any remedies against the contractor or subcontractor so in default and against each surety for the performance of such contractor or subcontractor. Developer may prosecute or defend any action or proceeding or take other action involving such contractor or subcontractor or surety or other guarantor or indemnitee which Developer deems reasonably necessary.

## ARTICLE V

### Plans and Financing

Section 5.1 Project Plans. Prior to the funding of the City Loan, the Developer shall submit one complete set of the Plans, Specifications and Elevations for the Project to the City. As a condition to the funding of the City Loan, The City shall review and approve the proposed Plans, Specifications and Elevations prior to the commencement of any construction work pursuant hereto, such approval to not be unreasonably withheld, conditioned or delayed. In a case of material change, the Developer shall certify to the City that such revised Plans, Specifications and Elevations (not to be confused with plans for building permits) will not materially affect the purpose of the Project as a 'livable' affordable housing project, provided that no such material change shall be made without the prior written consent of the City.

Section 5.2 Construction Financing. Prior to the funding of the City Loan, the Developer shall submit, or cause to be submitted to the City evidence of the Tax Credit Award and commitments to the Developer to provide the balance of all construction financing for this Project. In the event that the Developer does not receive the Tax Credit Award, this Agreement shall terminate and the City shall have no obligation to loan the Funds.

## ARTICLE VI

### Usage and Documentation of City Funds

Section 6.1 Use of Loan Proceeds, Repayment, Discharge. The City Funds shall be an amount not greater than ONE MILLION FOUR HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$1,425,000.00), which includes all City funds allocated for this Project, and shall be used for the development and construction of the Project. The City Funds shall be repayable to the City by the Developer in accordance with the terms and conditions of this Agreement.

Section 6.2 Disbursement of City Loan Proceeds Authorized Under This Agreement. The City Loan authorized under this Agreement in the amount of ONE MILLION FOUR HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$1,425,000.00) shall be disbursed to the Developer, which funds will be loaned by the Developer to the Partnership, to pay actual costs incurred by the Partnership for purposes authorized under this Agreement and per the project budget attached hereto and incorporated herein as Exhibit F.



A. In addition to any other requirements herein, the City Funds shall only be disbursed in the event Developer meets the criteria set forth herein.

B. Developer agrees to provide City with a Request for City Loan Disbursement, in a form acceptable to City and, not less than ten (10) days prior to distribution date.

C. Plans and Specifications. Prior to the funding of the City Loan, Developer shall submit one complete set of the Plans and Specifications for the units to the City. The City shall review and approve the proposed Plans and Specifications prior to the funding of the City Loan. In a case of material change, the Authorized Development Representative shall certify to the City that such revised Plans and Specifications will not materially affect the purpose of the development Project as set forth herein, provided that no such material change shall be made without the prior written consent of the City.

Section 6.3 Loan Documentation. Developer shall execute and deliver the City Note to the City in order to evidence the obligation to repay to the City the City Loan.

Section 6.4 Subordination and Release. The YES Mortgage shall be subject to and subordinate to any mortgage or bond securing the construction loan(s) and the initial permanent loan(s) for the Project, and the New Mexico Mortgage Finance Authority Mortgage and Land Use Restriction Agreement, and City, Developer or other applicable parties shall execute documents as may be necessary to effectuate such subordination on terms satisfactory to Senior Lender and Permanent Lender.

## ARTICLE VII

### Warranties and Obligations

Section 7.1 Warranties and Obligations by the City. The City makes the following warranties as the basis for the undertakings on its part contained herein.

A. The City is a municipal corporation organized and existing under and pursuant to the laws of the State of New Mexico and is authorized by the Act to provide financing for, acquire, construct, own, lease, rehabilitate, improve, sell and otherwise assist projects for the purpose of providing adequate residential housing including residential housing for individuals and families of low and moderate income by inducing private enterprise to locate, develop and expand such residential housing facilities in the City.

Section 7.2 Warranties and Obligations by Developer. Developer makes the following warranties as the basis for the undertakings on its part herein contained.

A. Developer is a New Mexico Non-Profit Corporation duly organized and validly existing as such under the laws of the State of New Mexico with authority to perform the transactions set forth herein, has the power to enter into this Agreement and by proper action has duly authorized the execution and delivery of this Agreement.

B. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated

hereby, nor the compliance with the terms and conditions of this Agreement violate or will violate the terms of Developer's Articles of Incorporation or Bylaws or conflict with or result in a breach of any of the terms, conditions or provisions of any corporate restriction or any agreement or any instrument to which Developer is now a party or by which it is bound or constitutes or will constitute a default under any of the foregoing or will result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the Real Property or assets of Developer under the terms of any instrument or agreement.

C. To Developer's knowledge, there are no pending or threatened legal or administrative proceedings against Developer or affecting the Project which, if determined adversely, would have a material adverse effect on Developer or the Project.

D. The Real Property shall be used for the development of the Project.

E. The Restrictive Real Estate Covenants attached hereto as Exhibit C will be binding on the Project and the Developer who shall comply therewith.

F. The Developer shall comply with the following provisions, if applicable, including, but not limited, to:

1. Requirements of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (49 CFR Part 24) and Section 104(d) of the Housing and Community Development Act of 1974.
2. Regulations of the Uniform Administrative Requirements as described in 24 CFR Part 92.505.
3. Federal laws and regulations as described in 24 CFR Part 92, Subpart E.
4. Maintain accurate records which document and verify affirmative marketing efforts.

G. None of the units in the Project shall at any time be utilized on a transient basis; and none of the Project nor any portion thereof shall ever be used as a hotel, motel dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, rest home or trailer court or park.

H. At all times material hereto, the Project shall comply in all material respects with all applicable municipal codes, planning ordinances, building codes, Federal Model Energy Code, flood regulations, environmental laws, ordinances, statutes, rules and regulations relating to the Project.

I. Developer shall not, during the term of this Agreement, amend or change its Bylaws or Articles of Incorporation in any manner if such amendment or change would result in a conflict with the terms of this Agreement.

J. The Developer shall comply with the provisions of, and act in accordance with, all federal laws, rules and regulations, and Executive Orders related to equal employment opportunity, affirmative action, equal access to programs and services, and the enforcement of Civil Rights, including, but not limited to, Section 3 of the Housing and Urban Development Act of 1968, Sections 103 and 109 of the Housing and Community Development Act of 1974,

as amended, Title VI and Title VII of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, Sections 502, 503, 504 and 505 of the Rehabilitation Act of 1973, Equal Pay Act of 1963, Age Discrimination in Employment Act of 1967, as amended, the Vietnam Era Veterans Readjustment Act of 1974, the 1986 U.S. Immigration Reform and Control Act, Americans With Disabilities Act of 1990, Executive Order 11063 of 1962 and Executive Order 11246 of 1965, as amended, and the Nontraditional Employment for Women Act of 1991; the New Mexico Human Rights Act as well as all rules and regulations pertaining to each such statute or ordinance; and will not discriminate against any person or applicant because of race, color, religion, sex, age, family status, national origin or ancestry, physical or mental handicap, sexual orientation, gender identity, disability, or Vietnam-era or disabled veteran status, and will make reasonable accommodation to the known physical or mental handicap or disability of an otherwise qualified applicant for tenancy.

K. Required Assurances: During the performance of this Agreement, the Developer agrees as follows:

1. Compliance with Civil Rights Laws and Executive Orders:

a. The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual preference, sexual orientation, age, national origin or ancestry, physical or mental handicap, disability, or Vietnam era or disabled veteran status.

b. The Developer will make reasonable accommodation to the known physical or mental handicap or disability of an otherwise qualified employee or applicant for employment.

c. The Developer will ensure and maintain a working environment free of sexual harassment and other unlawful forms of harassment, intimidation, and coercion in all facilities at which the Developer's employees are assigned to work.

d. The Developer will in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration of employment without regard to race, color, religion, gender, sexual preference, sexual orientation, age, national origin or ancestry, or physical or mental handicap or disability.

L. The Developer shall comply with all applicable provisions of the Act including, but not limited to:

1. Provide the City with an approved schedule of activities from the date of acquisition of the Real Property through completion of construction of the Project

2. Requirements of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (49 CFR Part 24) and Section 104(d) of the Housing and Community Development Act of 1974.

3. Regulations of the Uniform Administrative Requirements as described in 24 CFR Part 92.505.

4. Federal laws and regulations as described in 24 CFR Part 92, Subpart E.

5. Federal laws and regulations as described in 24 CFR Part 92, Subpart F.
6. Federal laws and regulations as described in 24 CFR Part 92, Subpart H.
7. Federal laws and regulations as described in 24 CFR Part 893.6(b).
8. Adhere to all applicable labor provisions outlined in 24 CFR 92.354.

M. The Plans and Specification for the construction of the Project shall be reviewed by the City.

N. The provisions contained herein shall be binding on the successors and assigns of Developer.

O. Developer shall have sole responsibility for construction of the units and may perform the same by itself or through affiliates, agents, contractors, subcontractors or others selected by it in whatever lawful manner it deems necessary or advisable provided it is in conformance with the terms of this Agreement. Developer shall procure from the appropriate state, county, municipal and other authorities and corporations appropriate building permits and certificates of occupancy, connection arrangements for the supply of gas, water, electricity and other utilities and discharge of sewage and industrial waste disposal for the operation of the units.

P. Developer shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry or physical handicap.

## ARTICLE VIII

### Monitoring /Reports Required

Section 8.1 The Developer shall report, in writing, at least quarterly during the construction and lease-up phases of the Project. The quarterly report shall include the progress of construction as a percentage complete, construction funds expended with remaining balance, and number of units completed.

Section 8.2 The Developer shall comply with all applicable monitoring provisions of the New Mexico Mortgage Authority as determined by the NMMFA.

## ARTICLE IX

### Fees, Taxes, Insurance and Other Amounts Payable

Section 9.1 Payment. Fees and Other Amounts Payable. Developer shall promptly pay or cause to be paid, as the same become due, all governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project or any interest therein or other property constructed, installed or bought by

Developer therein or thereon which, if not paid, will become a lien on the Real Property prior to or on a parity with the City Mortgage including all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project, provided that with respect to governmental charges that may lawfully be paid in installments over a period of years, Developer shall be obligated to pay only such installments as are required to be paid during the term of this Agreement when due. Developer may, in good faith, contest any such charges and in the event of any such contest may permit the charges so contested to remain unpaid during the period of such a contest and any appeal therefrom, provided that during such period, enforcement of any such contested item shall be effectively stayed. If Developer shall fail to pay any of the foregoing items required herein to be paid by Developer, the City may (but shall be under no obligation to) pay the same and any amounts so advanced therefore by the City shall become an additional obligation of Developer to the City, which amounts, together with interest thereon at statutory judgment interest rate from the date thereof, Developer agrees to pay on demand. Any such amounts so advanced by the City shall be secured by the City Mortgage.

Section 9.2 Payments Required. The obligations of Developer to make the payments required in Section 9.1 hereof and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional without offset or counterclaim for claims against the City or any other party.

Section 9.3 Maintenance of Project. Developer agrees that, during the term of this Agreement, it shall, at its own expense, keep, or cause to be kept, the Project in as reasonably safe condition as its operations shall permit and keep the buildings and all other improvements forming a part of the Project in good repair and in good operating condition making, from time to time, all necessary repairs thereto and renewals and replacements thereof. Any tangible property purchased or installed with proceeds from the City Funds or Loans or received in exchange for tangible property purchased or installed with proceeds from the City Funds or Loans shall become a part of the Project and the Real Property thereof. Developer shall not permit any mechanic's lien, security interest, or other encumbrance to be established or to remain against the Project for labor or materials furnished in connection with the construction or installation of the Project or any additions, modifications, improvements, repairs, renewals or replacements made by it, provided that if Developer shall notify the City of its intention to do so, Developer may, in good faith, contest any mechanic's or other liens filed or established against the Project and such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Developer determines or the City shall notify Developer that, in the opinion of the City, by non-payment of any such items, the City Mortgage as to any part of the Project shall be materially endangered or the Project or any part thereof shall be subject to loss or forfeiture in which event the Developer shall promptly pay and cause to be satisfied and discharged all such unpaid items.

Section 9.4 Insurance Required. During the construction period and throughout the term of this Agreement, Developer itself through its contractors, subcontractors or agents shall keep the Project insured against loss or damage by maintaining policies of insurance and by paying, as the same become due and payable, all premiums with respect thereto including but not necessarily limited to the following coverage:

A. COMPREHENSIVE GENERAL LIABILITY INSURANCE. Developer shall obtain comprehensive general liability insurance, including automobile insurance, with liability limits in amounts not less than \$1,000,000 aggregate limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policies of insurance must include coverage for all operations performed on or about the Project, including coverage for collapse, explosion and underground liability coverage, coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off the Project site and contractual liability coverage which shall specifically insure the indemnification provisions of this Agreement. The above requirement shall include but shall not be limited to protection against damage or destruction of public and private property, including telephone conduit, telegraph conduit, power conduit, telephone signal cables, fiber optics cables, television cables, computer cables, fire alarm circuits, gas mains, water service connections, sanitary sewer, sewer, house or building connections,

water mains, water service connections, steam lines, petroleum products pipelines, storm drains, storm inlet lines including all appurtenances thereto while located below the surface of the ground including injury or death to person or persons caused by Developer's operations including blasting and trenching, backfilling, tamping, with or without the use of mechanical equipment, and the collapse of or structural damage to a building, house or structure including power, telephone, telegraph, fire alarm, street light poles, curb, gutter and sidewalk on public or private property and destruction of or damage to other public or private property resulting therefrom including injury or death to person or persons and all causes by Developer's operations in the removal of other building structures including their supports, trees and utility poles or by excavation including blasting and trenching, backfilling, tamping with or without use of mechanical equipment. Other public and private property as used above shall include but not be limited to lawns, plants, flowers, trees, fences, yards, walls.

**B. WORKER'S COMPENSATION INSURANCE.** Developer shall comply with the provisions of the Worker's Compensation Act, the Subsequent Injury Act and the New Mexico Occupational Disease Disablement Law. Developer shall procure and, maintain, during the life of the Project complete Worker's and Employer's Liability Insurance in accordance with New Mexico law and regulations. Such insurance shall include coverage permitted under NMSA 1978, §52-1-10 for safety devices. With respect to worker's compensation insurance, if Developer elects to be self-insured, it shall comply with the applicable requirements of law. If any portion of the construction of the Project is to be subcontracted or sublet, Developer shall require the contractor and subcontractor to similarly provide such coverage (or qualify as self-insured) for all latter's employees to be engaged in such work. It is agreed with respect to all worker's compensation insurance, Developer and its surety shall waive any right of subrogation they may acquire against the City, its officers, agents and employees by reason of any payment made on account of injury, including death, resulting therefrom sustained by any employee of the insured arising out of performance of this Agreement. Neither the Developer nor its employees are considered to be employees of the City of Hobbs for any purpose whatsoever. The Developer is considered to be an independent contractor at all times in the performance of this Agreement. The Developer further agrees that neither it nor its employees are entitle to any benefits from the City under the provisions of the Worker's Compensation Act of the State of New Mexico, nor to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

**C. BUILDER'S RISK INSURANCE.** Developer shall procure and maintain, until completion of the construction, builder's risk, vandalism and malicious mischief insurance. Alternatively, Developer shall procure and maintain insurance against loss or damage to the Project by fire, lightning, vandalism, and malicious mischief with the uniform extended coverage endorsement limited only as may be provided in the standard form or extended coverage endorsement at the time in use by the State of New Mexico to provide for not less than 90% recovery of the market value of the buildings and other improvements but in any event no less than the cost of fully paying the City Note.

**D. PROOF OF INSURANCE:** Prior to any funding and during the term of this Agreement, not less than once each year, on or before May 31, Developer shall provide to the City without demand, or more frequently upon demand, proof of all required insurance coverages.

**Section 9.5 Performance. Payment and Other Bonds.** Developer or Contractor shall furnish or cause to be furnished, performance and payment bonds, or other security such as an irrevocable letter of credit, acceptable to the City, as security for the faithful performance and payment of all its obligations pursuant to the construction of the Project. These bonds shall be in amounts at least equal to the amount of the City Note and in such form and with such sureties as are licensed to conduct business in the State of New Mexico and are named in the current list of surety companies acceptable on federal bonds as published in the Federal Register by the Audit Staff of Accounts, U. S. Treasury Department. The performance bond shall also include coverage for any guaranty period provided by the contractor. The surety on the performance bond shall furnish a waiver whereby it consents to the progress or partial payment to any contractor of amounts for materials and acknowledges that such payment shall not preclude enforcement of such remedied as may be available against such surety. Developer shall cause the City to be named a joint obligee on such

bonds. If the surety on any bond furnished by Developer is declared bankrupt or becomes insolvent or its right to do business in the State of New Mexico is revoked, Developer shall substitute or cause to be substituted another bond and surety within ten (10) days thereafter. The Developer may furnish an irrevocable letter or letters of credit in form satisfactory to the City as an alternative to the performance, payment bonds specified above. Any such letter must be drawn against a New Mexico institution whose deposits are federally insured and shall be payable exclusively to the City on demand.

Section 9.6 Application of Net Proceeds of Insurance. The Net Proceeds of builder's risk insurance and of fire and other hazard and casualty insurance, carried pursuant to the provisions of this Agreement hereof, shall be applied as provided in this Agreement and the Net Proceeds of liability insurance carried pursuant to the provisions of this Agreement hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds have been paid. The net proceeds of the bonds provided pursuant to this Agreement shall be applied to curing the defect in performance or payment.

Section 9.7 Additional Provisions Respecting Insurance. Subject to Section 10.1, all insurance required to be taken out by Developer pursuant to this Agreement shall be taken out and maintained in generally recognized responsible insurance companies authorized to do business in the state of New Mexico selected by Developer. All applicable policies evidencing such insurance shall name both the City and Developer as named insured and the City shall be named as loss payee as to the City's mortgages under the builder's risk and property insurance required by this Agreement. An original or duplicate copy of the insurance policies providing the coverage required by Section 6 hereof shall be deposited with the City. Prior to expiration or exchange of such policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced or is no longer required by this Agreement. All policies required hereunder shall provide that the City shall be given thirty (30) days prior written notice of cancellation, non-renewal or material alteration of coverage. Provisions that the insurance company shall "endeavor to give the City notice" shall not be allowed.

Section 9.8 Advances by City. If Developer shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Project in as reasonably safe condition as its operating condition shall permit or shall fail to keep the buildings in good repair and good operating condition, the City may, but shall be under no obligation to, obtain the required policies of insurance and pay the premiums on the same or make the required repairs, renewals and replacements and all amounts so advanced therefore by the City shall become an additional obligation of Developer to the City which amounts, together with any interest thereon at the statutory judgment interest rate thereof, Developer agrees to pay on demand. Any such amounts advanced by the City shall be secured by the City Mortgage and shall be paid upon demand by the City.

## ARTICLE X

### Damage, Destruction and Condemnation

Section 10.1 Damage, Destruction, and Condemnation. In the event the Project is destroyed or damaged, in whole or in part, by fire, or other casualty or title to or the temporary use of the Project or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or any person, firm or corporation, acting under governmental authority, Developer shall have the right to use the net proceeds of insurance or from any award made in such eminent domain proceedings to be applied to the restoration of the buildings and other improvements located on the Real Property to substantially the same conditions as existed prior to the casualty causing the damage or destruction or the exercise of eminent domain; provided that such proceeds are sufficient to rebuild the Project or if such proceeds are insufficient, then Developer shall fund any deficiency.

Section 10.2 Partial Damage, Destruction, and Condemnation If the casualty or condemnation affects only part of the Project and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the City Loan, in a manner that provides adequate security to the City for repayment of the remaining balance of the City Loan. In the event City and Developer cannot agree on the approach to take, City shall make the final decision and Developer agrees to be bound by that decision. In the event of any conflicts between the terms of mortgages encumbering the Project regarding the application of casualty proceeds or condemnation proceeds, the terms of the mortgages shall control in the order of their priority.

## ARTICLE XI

### Special Covenants

Section 11.1 City's Right of Access to the Project. Developer agrees that the City and any of its duly authorized agents shall have the right at all reasonable times upon at least 24 hours' prior notice to Developer, and subject to the rights of the tenants to enter upon and examine and inspect the Project provided that any such inspections shall be conducted in a manner that will minimize any intrusion on the operations of the Project.

Section 11.2 Good Standing. Developer warrants and represents that it has executed, filed and recorded all certificates and other documents and has done and shall continue to do throughout the term of this Agreement such other acts as may be necessary or appropriate to comply with all applicable requirements for the formation, qualification and operation of a limited liability company and the operation and ownership of the Project under the laws of the State of New Mexico.

Section 11.3 Granting of Easements. If no Event of Default under this Agreement shall then be continuing, Developer may at any time grant easements, licenses, rights-of-way including the dedication of public roads, streets or highways, and other rights or privileges in the nature of easements with respect to any Real Property included in the Project, consistent with the purposes of the Project, free from the lien of the City Mortgage or Developer may release existing easements, licenses, rights-of-way and other rights or privileges with or without consideration subject to review and approval by the City. Developer shall furnish to the City a survey showing such easement, license or right-of-way, a copy of the instrument of grant and a certificate executed by a duly Authorized Developer Representative stating that such grant or release is not detrimental to the proper conduct of the business of Developer and that such grant or release shall not impair the effective use of market value or interfere with the effective operation of the Project.

Section 11.4 Release and Indemnification Agreement. Developer releases the City from, and covenants and agrees that the City shall not be liable to the Developer for any loss or damage to property or any injury to or death of any person or persons occasioned by any cause whatsoever pertaining to the Project or the use thereof.

Developer shall defend, indemnify and hold harmless the City from any loss, claim, claims alleging violations of any federal, state, or local law, damage, acts, penalty, liability, disbursement, litigation expense, attorney's fees and expense or court costs arising out of or in any way relating to this Agreement, the City Mortgage, the City Note or any other cause whatsoever pertaining to the Project, subject to the limitations found in NMSA 1978 § 56-7-1. The City shall promptly, after receipt of notice of the existence of a claim in respect of which indemnity hereunder shall be sought or of the commencement of any action against the City in respect of which indemnity hereunder may be sought, notify Developer in writing of the existence of such claim or commencement of such action. This section shall not apply to the negligent act or failure to act of the City or of its officials, employees and agents.



**This indemnification agreement shall survive the term or termination of this Agreement.**

Section.11.5 Sale, Assignment or Encumbrance of Project. Except as otherwise expressly permitted herein including the financing referenced in Exhibit F or in the YES Mortgage, the Partnership shall not sell, assign, dispose of, mortgage or in any way encumber the Project or any part thereof without the prior written consent of the City. Any conveyance of the Project during the term of this Agreement shall incorporate the covenants found in Exhibit C and agreements contained herein.

Section 11.6 Exceptions. Notwithstanding the foregoing, the following shall not constitute a sale or conveyance, cause a default under this Agreement, or cause an acceleration of the City Loan: (A) the withdrawal, removal, and/or replacement of the General Partner of the Partnership pursuant to the terms of the Partnership Agreement of the Partnership, provided that any required substitute General Partner is reasonably acceptable to the City (an affiliate of any limited partner of the Partnership shall be acceptable to the City); (B) an admission of a Limited Partner into the Partnership, or a transfer of a Limited Partner's interest in the Partnership (which shall be permitted without the City's consent); (C) the execution and delivery of a purchase option and right of first refusal agreement (the "Option"), as described in the Partnership Agreement of the Partnership; and (D) the exercise of the Option by the project sponsor identified therein.

The City's consent to (a) the exercise of the Option by the project sponsor identified therein shall not be unreasonably withheld.

Section 11.7 Authority of Authorized City Representative. Whenever, under the provisions of this Agreement, the approval of the City is required or Developer is required to take some action at the request of the City, such approval or such request shall be made by the Authorized City Representative unless otherwise specified in this Agreement and Developer shall be authorized to act on any such approval or request.

Section 11.8 Authority of Authorized Developer Representative. The Developer represents and warrants to the City that the Authorized Developer Representative is empowered to take all actions contemplated herein and that reliance by the City on the authority of the Authorized Developer Representative shall not give rise to a complaint against the City as a result of any action taken by the City.

Section 11.9 Financial Statement of Developer. During the term of this Agreement, Developer agrees to furnish the City a copy of its audited annual financial statements at least annually within ninety (90) days of the end of the Developer's fiscal year.

## ARTICLE XII

### Events of Default Defined and Remedies Upon Default

Section 12.1 Events of Default Defined. The following shall be "material events of Default" under this Agreement, also referred to as "Events of Default" or "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

A. Failure by Developer to pay within fifteen (15) days of the receipt of notice of monies due any amount required to be paid pursuant to the City Note.

B. Failure by Developer to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, for a period of thirty (30) days after written notice from City to Developer specifying such failure and requesting that it be remedied. Provided, however, if the default in question is not reasonably susceptible to cure within such thirty (30) day period Developer shall not be in default if, within such ten day period, Developer notifies City that it has undertaken reasonable measures to cure the default and specifies the nature of such measures. If Developer fails to take corrective action or to cure the default within a reasonable time, the limited partner of the Partnership may remove and replace the general partner of the Partnership with a substitute general partner reasonably acceptable to the City who and shall effect a cure within a reasonable time thereafter in accordance with the foregoing provisions.

C. Failure by Developer to maintain its existence as a New Mexico Non-Profit Corporation, or if Developer dissolves or otherwise disposes of all or substantially all of its assets with or merge into another entity.

D. The occurrence of an "Event of Default" under the City Note or Restrictive Real Estate Covenants.

E. Cure by limited partner of the Partnership on behalf of the Developer on the Partnership shall be accepted on the same terms as cure by the Developer.

Section 12.2 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City nor any remedy conferred upon or reserved to the City pursuant to the or the City Note is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be herein expressly required.

Section 12.3 Agreement to Pay Attorneys' Fees and Expenses. If Developer defaults under any of the provisions of this Agreement or the City Note or the Restrictive Real Estate Covenants and the City employs attorneys, in house or outside, or incurs other expenses for the enforcement of performance or observance or any obligations or agreement on the part of Developer herein contained in this Agreement, the City Note or the Restrictive Real Estate Covenants, Developer agrees that it shall on demand therefore pay to the City the reasonable fees of such attorneys and such other reasonable expenses incurred by the City.

Section 12.4 No Additional Waiver Implied by One Waiver. If any agreement contained in this Agreement should be breached by any Party and thereafter waived by the Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

Section 12.5 Remedies Upon Default.

A. Upon any Event of Default ("Default") and regardless of any other notices previously provided, the City shall send a Final Notice of Default to Developer describing the Default and requiring cure within thirty (30) days

from the date of the mailing or delivery of the Notice.

B. If the Default is not cured or arrangements satisfactory to the City made to cure the Default, the City may elect to (1) accelerate, impose interest and call due the City Note; and (2) sue for compensatory and consequential damages suffered by the City due to the Default as well as, if appropriate, punitive damages; provided that in no event shall any right or remedy of City under this Development Agreement, under the Restrictive Real Estate Covenants, or under any other document or agreement, foreclose, extinguish or wipe out the interests of Senior Lender or Permanent Lender in the Project.

## ARTICLE XIII

### Miscellaneous

Section 13.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the City:           Authorized City Representative  
                                  Legal & Planning Department  
                                  City of Hobbs  
                                  200 E. Broadway  
                                  Hobbs, NM 88240

If to Developer:        Yes Housing, Inc.  
                                  901 Pennsylvania St, NE  
                                  Albuquerque, NM, 87110

with a copy to:        Wincopin Circle, LLLP  
                                  c/o Enterprise Community Asset Management  
                                  11000 Broken Land Parkway Suite 700  
                                  Columbia, MD 21044  
                                  Attn: General Counsel

The City and Developer may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificate or other communication shall be sent.

Section 13.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City and Developer, and their respective successors and assigns, subject however to the limitations contained herein.

Section 13.3 Severability. In the event any covenant, condition or provision herein is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such covenant, condition or provision shall be deemed amended to conform to applicable laws so as to be valid or enforceable or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken. If stricken, all other covenants, conditions and provisions of this

Agreement shall remain in full force and effect provided that the striking of such covenants, conditions or provisions does not materially prejudice either the City of, or the Developer in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Section 13.4 Amendments, Changes and Modifications. Except as otherwise provided in this Agreement or in the City Mortgage, this Agreement shall not be effectively amended, changed, modified, altered or terminated except by mutual written agreement of the Parties. The City Manager is authorized to enter into amendments to this Agreement which do not materially adversely impact the City's rights or obligations pursuant to this Agreement.

Section 13.5 Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.6 Other Instruments. Developer and the City covenant that they shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such instrument, supplemental hereto and further acts, instruments and transfers as may be required hereunder.

Section 13.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

Section 13.8 Recording. This Agreement as well as the Restrictive Real Estate Covenants and every assignment and modification thereof shall be recorded in the office of the County Clerk of Lea County New Mexico, by the Planning Department.

Section 13.9 No Pecuniary Liability of City. No provision, covenant or agreement contained in this Agreement or any obligations herein imposed upon the City or the breach thereof shall constitute an indebtedness of the City within the meaning of any constitutional provision or statutory limitations of the State of New Mexico or shall constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers.

Section 13.10 Officials, Agents and Employees Not Personally Liable. No official, agent or employee of the City and no member of the City Council shall be personally liable on this Agreement.

Section 13.11 Waiver. No provisions of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing, signed by the party making the waiver and addressed to the other party, nor shall any custom or practice which may evolve between the parties in the administration of the terms of this Agreement be construed to waive or lessen the right of either party to insist upon the performance of the other party in strict accordance with the terms of this Agreement. Further, the waiver by any party of a breach by the other party or any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

Section 13.12 Gender, Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

Section 13.13 Captions and Section Headings. The captions, section headings, and table of contents contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

Section 13.14 Relationship of Contract Documents. All documents attached to this Agreement or incorporated into this Agreement are complementary, and any requirement of one contract document shall be as binding as if required by all. Any inconsistency among the various documents shall be resolved in favor of the language in this Development Agreement which, along with its amendments, if any, is deemed to be the primary document.

Section 13.15 Exhibits, Certificates, Documents Incorporated and Attachments. Incorporation by Reference: All certificates, documents, exhibits, attachments, riders, and addenda referred to in this Agreement are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

Section 13.16 Governmental Rights and Powers. Nothing in this Agreement shall be construed or interpreted as limiting, relinquishing, waiving, or defining governmental rights and the police powers of the City or abrogating the requirement of any ordinance.

Section 13.17 Cross References. References in the text of this Agreement to articles, sections, or exhibits pertain to articles, sections or exhibits of this Agreement unless otherwise specified.

Section 13.18 Time is of the Essence. Subject to the qualifications otherwise set forth herein, time is of the essence in the performance of this Agreement.

Section 13.19 Assignment and Subletting. The Developer shall not delegate, assign, sublet, mortgage or otherwise transfer, in whole or in part, any of the rights or responsibilities granted in this Agreement or the City Mortgage, the City Note and the Restrictive Real Estate Covenants without the prior written approval of the City, except that the Developer may assign such rights and responsibilities under this Agreement and such other documents to the Partnership without the consent of the City. The City has no obligation to and shall not be required to approve any assignment or other transfer of this Agreement that would result in the services required in this Agreement being performed by any other person or entity other than the Developer.

Section 13.20 No Partnership or Agency. Nothing contained in this Agreement is intended or shall be construed in any respect to create or establish any relationship other than that of the owner and contractor, and nothing herein shall be construed to establish any partnership, joint venture or association or to make Developer the general representative or agent of City for any purpose whatsoever.

Section 13.21 Force Majeure. Except as expressly provided in this Agreement, neither City, nor Developer shall be deemed to be in default hereunder if either party is prevented from performing any of the obligations, other than payment of rental, fees and charges hereunder, by reason of strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of the public enemy, weather conditions and the results of acts of nature, riots, rebellion, sabotage, or any other similar circumstances for which it is not responsible or which are not within its control. After the termination of any such event of Force Majeure forbearance shall terminate, and the obligation to perform shall recommence with an appropriate and reasonable extension to any deadlines.

Section 13.22 Forum Selection. Any cause of action, claim, suit, demand, or other case or controversy arising from or related to this Agreement shall only be brought in a state district court located in Lea County, New Mexico or in a federal district court located in New Mexico. The parties irrevocably admit themselves to, and consent to, the jurisdiction of either of both said courts. The provisions of this section shall survive the termination of this Agreement.

Section 13.23 Compliance with Laws. The Developer shall comply with all applicable laws, ordinances, regulations and procedures of Federal, State, and local governments in the development, construction, maintenance and management of the Project

Section 13.24 Savings. City and Developer acknowledge and agree that they have thoroughly read this Agreement, including all exhibits thereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. City and Developer further acknowledge that the Agreement is the result of negotiations between them and this Agreement shall not be construed against either party by reason of that party's preparation of all or part of this Agreement.

Section 13.25 Survival. All obligations, covenants and agreements contained herein which are not performed at or before the closing but which are to be performed after the closing as provided in this Agreement shall survive the closing of this transaction.

Section 13.26 Approval Required. This Agreement shall not become effective or binding until approved by the City of Hobbs Commission. The effective date of this Agreement shall be the date of the Commission's approval.

Section 13.27 Agreement Binding. This Agreement and all parts contained herein shall be binding upon each party and such transferees, their successors, assigns and all parties claiming by, through or under any of them. It is further agreed that each and every conveyance of any portion of the Project shall contain the covenants specified in this Agreement and those contained in Exhibit I, Restrictive Real Estate Covenants, attached hereto.

WITNESS WHEREOF the City and Developer have caused this Agreement to be executed in their respective names and all as of the date first written above.

Developer: Yes Housing, Inc.  
a Non-Profit New Mexico Corporation  
901 Pennsylvania St. NE  
Albuquerque, NM, 87110

By: \_\_\_\_\_  
Holly Barela, Senior Vice President/CFO/COO

Date: \_\_\_\_\_

CITY OF HOBBS, a New Mexico municipal corporation:

\_\_\_\_\_  
Sam D. Cobb - Mayor

ATTEST:

\_\_\_\_\_  
Jan Fletcher, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Efren Cortez, City Attorney

## Exhibit A

### Legal Description

#### Parcel One

A tract of land located in the Southwest Quarter of Section 27, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico, and being more particularly described as follows:

Beginning at a point on the North line of Berry Drive, said point being N00°04'00"W 1110.93 feet and N89°59'00"E 443.37 feet from the Southwest corner of said Section 27, thence N00°07'43"W 433.69 feet; thence S89°58'01"E 343.38 feet; thence S00°03'11"E 433.69 feet to a point on the North line of Berry Drive; thence N89°58'00"W along the North line of Berry Drive 342.80 feet to the point of beginning.

#### Parcel Two

A tract of land located in the Southwest Quarter of Section 27, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico, and being more particularly described as follows:

Beginning at a point on the East right of way of the Texas-New Mexico Railroad and on the North line of Berry Drive said point being N00°04'00"W 1110.93 feet and N89°58'00"E 428.37 feet from the Southwest corner of said Section 27; thence N00°07'43"W along the railroad right of way 869.07 feet to a point on the South line of Alto Drive; thence N89°55'30"E 15.0 feet; thence S00°07'43"E 216.91 feet; thence S89°58'00"E 59.42 feet thence S00°07'43"E 218.50 feet; thence N89°58'01"W 59.42 feet; thence S00°07'43"E 433.69 feet to a point on the North line of Berry Drive; thence N89°58'00"W 15.00 feet to the point of beginning.

For informational purposes only address of property per county assessor's tax roll:

616 W. Berry,  
Hobbs, New Mexico 88240

APN: 78649



## Exhibit B

### PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned YES HOUSING, INC ("Maker") promises to pay to the order of the CITY OF HOBBS ("Holder"), a New Mexico municipal corporation, organized and existing under the Constitution and laws of the State of New Mexico and its charter, and having an office at 200 E. Broadway, Hobbs, New Mexico 88240, or its assigns, the principal sum of ONE MILLION FOUR HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$1,425,00.00), or so much thereof as shall have been advanced to Maker by Holder from time to time, together with all charges as provided herein and in the Mortgage, as hereinafter defined.

On \_\_\_\_\_, 2022, the Maker and the Holder entered into a certain Development Agreement (the "Development Agreement") which provided for the above referenced loan and grants by the Holder to the Maker of an amount not to exceed the Principal Sum of this Note. All capitalized terms used in this Note have the meaning provided in the Development Agreement.

No interest shall accrue nor is interest payable on this Note.

The proceeds of the loan evidenced by this City Note may be assigned, with prior written City approval, to any successors, assignees or purchasers of the Project who agree in writing to assume all of the obligations of Maker, its successors and assigns under the Agreement, this City Note and the Maker shall thereupon be released from all future liability hereunder.

Except as otherwise provided in the next sentence, no payments shall be made under the Note. However, the \$1,425,000.00 shall become immediately due and payable, to the extent and if permitted by federal bankruptcy law, upon: (i) the dissolution or liquidation of the Maker prior to the permitted assignment of Maker's rights and assumption of its obligations hereunder; and (ii) Maker's uncured default in any warranty, obligation or other term, condition, of the Development Agreement.

Prepayments of all or any part of the principal balance of this City Note may be made at any time and from time to time by Maker. No premium or penalty shall be charged in connection with such prepayment.

The proceeds of this City Note shall be disbursed or applied by the Holder to or for the benefit of the Maker for the construction and development of the improvements on the Project site as provided in the Development Agreement, and for costs related thereto. Disbursements of principal hereon shall be made in accordance with the terms of the Agreement.

The Maker waives presentment for payment, protest notice of protest and notice of dishonor. The Maker consents to any number of renewals or extensions of the time of payment hereof. Any such renewals or extensions may be made without notice to Maker and without affecting its liability.

Failure to accelerate the indebtedness evidenced hereby by reason of default in the payment of an installment of principal, interest, or principal and interest, or the acceptance of a past due installment of the same, shall not be construed as a novation of this City Note or as a waiver of the right of the Holder to thereafter insist upon strict

compliance with the terms of this City Note without previous notice of such intention being given to the Maker. This City Note shall not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

As used herein, the terms "Maker" and "Holder" shall be deemed to include their respective successors, legal representatives and assigns, whether voluntary by action of the parties or involuntary by operation of law. This City Note shall be construed according to the laws of the State of New Mexico.

Any and all references in the City Note to any other document or documents shall be references to such document or documents as the same may from time to time be modified, amended, renewed, consolidated or extended.

Subject to the qualification otherwise set forth herein, time is of the essence in the performance of this Note.

The representative of Maker subscribing below represents that he has full power, authority and legal right to execute and deliver this Note and that the debt evidenced hereby constitutes a valid and binding obligation of Maker.

IN WITNESS WHEREOF, the said Maker, Yes Housing, Inc. a Non-Profit New Mexico Corporation, hereunto duly authorized, has caused this instrument to be executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Yes Housing, Inc., a Non-Profit New Mexico Corporation

By: \_\_\_\_\_

Holly Barela

Its: Senior Vice President/CFO/COO

STATE OF NEW MEXICO    )  
  )  
COUNTY OF BERNALILLO )

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Holly Barela, of Yes Housing, Inc., a Non-Profit New Mexico Corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

Exhibit C

RESTRICTIVE REAL ESTATE COVENANTS

Made in Hobbs, New Mexico

Date \_\_\_\_\_

These Restrictive Real Estate Covenants are made by YES Housing, Inc., a Non-Profit New Mexico Corporation ("Developer") and West Berry Senior Apartments, LLLP (the "Partnership") in favor of the City of Hobbs whose address is 200 E. Broadway, Hobbs, New Mexico, 88240, a municipal corporation ("City"), and shall run with the land until modified or released by the City.

1. Recitals:

A. The Partnership is the owner fee simple, and the Developer is the developer of the Project on, that certain real estate ("Real Property") in Lea County New Mexico, which is located in Hobbs, NM and whose legal description is:

Parcel One

A tract of land located in the Southwest Quarter of Section 27, Township 18 South, Range 38 East, N.M.P.M., Lea County,

New Mexico, and being more particularly described as follows:

Beginning at a point on the North line of Berry Drive, said point being N00°04'00"W 1110.93 feet and N89°59'00"E 443.37 feet from the Southwest corner of said Section 27, thence N00°07'43"W 433.69 feet; thence S89°58'01"E 343.38 feet; thence S00°03'11"E 433.69 feet to a point on the North line of Berry Drive; thence N89°58'00"W along the North line of Berry Drive 342.80 feet to the point of beginning.

Parcel Two

A tract of land located in the Southwest Quarter of Section 27, Township 18 South, Range 38 East, N.M.P.M., Lea County,

New Mexico, and being more particularly described as follows:

Beginning at a point on the East right of way of the Texas-New Mexico Railroad and on the North line of Berry Drive said point being N00°04'00"W 1110.93 feet and N89°58'00"E 428.37 feet from the Southwest corner of said Section 27; thence N00°07'43"W along the railroad right of way 869.07 feet to a point on the South line of Alto Drive; thence N89°55'30"E 15.0 feet; thence S00°07'43"E 216.91 feet; thence S89°58'00"E 59.42 feet thence S00°07'43"E 218.50 feet; thence N89°58'01"W 59.42 feet; thence S00°07'43"E 433.69 feet to a point on the North line of Berry Drive; thence N89°58'00"W 15.00 feet to the point of beginning.

For informational purposes only address of property per county assessor's tax roll:

616 W. Berry,  
Hobbs, New Mexico 88240

APN: 78649

B. For consideration for the assistance given by the City directly to the Developer and the Partnership, the Developer and the Partnership have agreed to restrictions on the use and rental of the Real Property.

## 2. Definitions

"AMI" means Area Median Income which is the annual income figure for a specific geographic area which is determined annually by the Department of Housing and Urban Development and adjusted for family size.

"Annual Income" means the anticipated total income from all sources, as defined in 24 CFR 5.609, to be received by the Family Head and spouse and each additional member of the household during a twelve-month period.

"Low Income" families means households earning Family Income of 80% or less of the City's median income for the area, as determined by the U.S. Department of Housing and Urban Development.

"Very Low-Income" families means households earning Family Income of 50% or less of Median Family Income.

"Family" means one or more individuals residing in a household.

"Family Income" means the gross annual income earned or received through all sources by a Family.

"HUD" means the U. S. Department of Housing and Urban Development.

"Project" means the residential apartment development to be constructed upon the Real Property, including a flood water retention area located upon Tract Two, related on-site and off-site improvements, equipment and related rights therein.

"Special Needs" households means homeless people and/or people with physical or developmental disabilities or chronic mental illnesses as defined in HUD's Handbook 4571.2, Section 1-5, Parts A.2. and A.3.

"Utility Allowance" is the amount established by a schedule that is appropriate for a specific rent to cover the cost of utilities that are paid to the utility company as approved by the City.

## 3. Restrictive Covenants

A. Use of Property. The Real Property shall be used as and only for the Project. The Project shall consist of fifty-six (56) units; all units shall have rents at or below 60% of AMI, and shall remain compliant with affordability requirements of the NMMFA throughout the term of this covenant.

B. Income Qualifications. The Partnership shall determine the annual income of a household occupying or seeking to occupy the Affordable Units, in accordance with 24 CFR Part 5.609. The income of the household shall not exceed sixty percent (60%) of the City's Median Income for the Affordable Units.

(1) The Partnership shall determine whether the annual income of household(s) occupying or seeking to occupy the Affordable Units, exceeds the applicable income limit prior to admission of the household(s) to occupancy.

(2) The Partnership shall annually re-examine and document the income of households residing in the Affordable Units to ensure compliance with Sections B of these covenants.

C. Rent Determination. Rents charged occupants of the affordable units must not exceed 30% of the imputed income limit applicable to such unit.

1) Affordable Units continue to qualify as affordable housing despite a temporary noncompliance caused by increases in the income of existing tenants, if actions are being taken to ensure that a vacancy is filled in accordance with B above, until the noncompliance is corrected.

2) The Partnership shall ensure that each household occupying the affordable units will have an executed lease with the Owner in compliance with 24 CFR Part 92.253.

3) Any rent increases of the affordable units must be approved in writing by the City prior to implementation. If utilities are not included in the rent, an allowance must be made using the City's established utility allowance.

4) Encumbrances. The Partnership covenants and agrees that it shall not refinance, mortgage, suffer or allow the creation of a lien, nor otherwise encumber the Real Property, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed; however, without the consent of the City, the Owner or Partnership may enter into a Land Use Restriction Agreement with the New Mexico Mortgage Finance Authority and the Owner may encumber the Real Property and Project with the mortgages securing the construction and permanent financing of the Project.

5) Property Standards Requirements. The project will meet all Housing Quality Standards, or other physical property standards regulated by HUD, and local building code requirements, and allow the City to inspect the property, for the duration of this Agreement.

6) Monitoring/Reporting Requirements

a) The Partnership shall report, in writing, at least quarterly during the construction and lease-up phases of the Project. The quarterly report shall include the process of construction as a percentage complete, construction funds expended with remaining balance, and number of units completed. Following completion of construction and the lease-up of 65% of the units, the City, at its discretion, may require an Administrative Fee from the Partnership for the purpose of monitoring the Project, if monitoring is so requested.

b) At any time during normal business hours and as often as the City and/or the appropriate funding entity may deem necessary, there shall be made available to the City for examination, all of the Owner's records with respect to all matters covered by this Agreement. The Partnership shall permit the City, at the City's expense, and/or the appropriate funding entity to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

7) Term. The Developer's and the Partnership's obligations designated herein are to commence upon the execution of this Restrictive Real Estate Covenants by the last party to sign ("Commencement Date"), and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement but, in any event, the provision of the Affordable Units required hereunder shall be continued for thirty five (35) years from the completion of the Project ("Affordability Period"). These Restrictive Real Estate Covenants shall be and constitute covenants running with the Real Property during the term of these Covenants and shall be enforceable by the City by legal and equitable action, including an action for injunctive relief; provided that in no event shall any right or remedy of City under this Restrictive Real Estate Covenants, or under any other document or agreement, foreclose, extinguish or wipe out the interests of Senior Lender or Permanent Lender in the Project.

8) The City has contributed the sum of \$1,425,000.00 Funds towards the development of the Project on the Real Property. The Funds must be repaid, without interest, to the City by the Developer in the event of a violation of the Affordable Unit obligations pursuant to these Restrictive Real Estate Covenants (the "Funds Repayment Obligation") during the thirty-five (35) years of the term of these Restrictive Real Estate Covenants. The Funds Repayment Obligation is the sole obligation of the Developer, its successors and assigns. In the event of violation of this Restrictive Real Estate Covenant the City shall give written notice to the Developer and the Partnership, the Partnership's limited partner, (the "Investor") and all holders of financial encumbrances against the Real Property, and these parties shall have thirty (30) days to cure the violation (or if the violation cannot reasonably be cured within thirty (30) days, then to commence to cure the violation and diligently pursue to cure the violation) before the Funds Repayment Obligation shall become due. The addresses for the Developer and the Tax Credit Investor are as follows:

Developer: YES Housing, Inc.  
901 Pennsylvania St NE  
Albuquerque, New Mexico 87110

Partnership: West Berry Senior Apartments, LLLP  
901 Pennsylvania St NE  
Albuquerque, New Mexico 87110

Limited Partner: Wincopin Circle, LLLP  
c/o Enterprise Community Asset Management  
11000 Broken Land Parkway Suite 700  
Columbia, MD 21044  
Attn: General Counsel

11) Binding Effect.

Upon execution of these Restrictive Real Estate Covenants by the Developer and the Partnership, the terms, conditions and covenants under these Restrictive Real Estate Covenants shall be binding and inure to the benefit of the parties and their representatives, successors and assigns.

9) Construction and Severability. If any parts of these Restrictive Real Estate Covenants are held to be invalid or unenforceable, the remainder of the Restrictive Real Estate Covenants will remain valid and enforceable if the remainder is reasonably capable of completion.

IN WITNESS WHEREOF, the said Developer and the Partnership hereunto duly authorized, have caused, this instrument to be executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

DEVELOPER:  
Yes Housing, Inc., a Non-Profit New Mexico Corporation

By: \_\_\_\_\_

Holly Barela  
Its: Senior Vice President/CFO/COO

PARTNERSHIP:  
West Berry Senior Apartments, LLLP, a New Mexico Limited Liability  
Limited Partnership

By: YES West Berry Senior Apartments, LLC, a New Mexico  
Limited Liability Company,  
Its: General Partner

By: YES Housing Inc., a Non-Profit New Mexico  
Corporation,  
Its: Manager

By: \_\_\_\_\_  
Holly Barela, Senior Vice President/CFO/COO

STATE OF NEW MEXICO    )  
  )  
COUNTY OF BERNALILLO )

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Holly Barela, Senior Vice President/CFO/COO of Yes Housing, Inc., a Non-Profit New Mexico Corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

STATE OF NEW MEXICO    )  
  ) ss.  
COUNTY OF BERNALILLO )

      This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Holly Barela, Senior Vice President/CFO/COO of YES Housing Inc., Manager of YES West Berry Senior Apartments, LLC, a New Mexico limited liability company, as General Partner of West Berry Senior Apartments, LLLP, a New Mexico limited liability limited partnership.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



Exhibit H

REQUEST FOR CITY LOAN DISBURSEMENT

As of this date, \_\_\_\_\_, YES Housing, Inc. a New Mexico Corporation ("Borrower") hereby requests disbursement of Loan Proceeds from CITY OF HOBBS, a New Mexico municipal corporation ("Lender") as per supporting documents and authorities contained within Resolution #??? and ratified by the local governing authority on February 7, 2022.

Said disbursement request is for:

- ☐ Five Hundred Seventy Thousand Dollars and Zero Cents (\$570,000), draw down available to Developer when the Project is "dried-in". Attach hereto documentation from the City of Hobbs Chief Building Inspector of dried in status. Dried in status is hereby defined as a complete watertight envelope of each structure including rough in of all electrical and mechanical.
- ☐ Eight Hundred Fifty-Five Thousand Dollars and Zero Cents (\$855,000.00) is available to Developer upon issuance of Municipal Certificate of Occupancy. Attach hereto documentation from the City of Hobbs Chief Building Inspector.

Developer: YES Housing, Inc.  
901 Pennsylvania St. NE  
Albuquerque, NM, 87102

YES Housing, Inc. a New Mexico Corporation

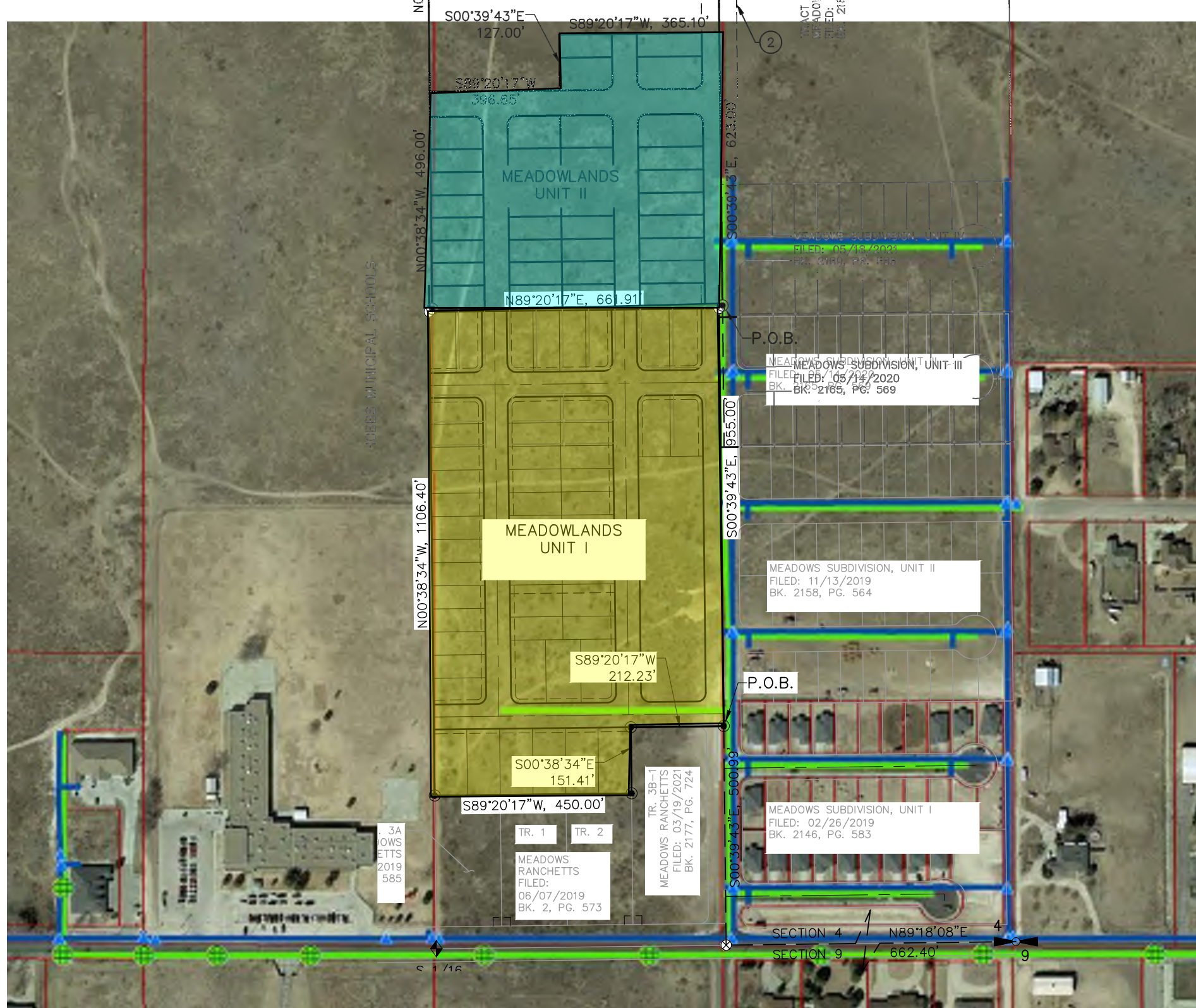
By: \_\_\_\_\_

(printed name) \_\_\_\_\_

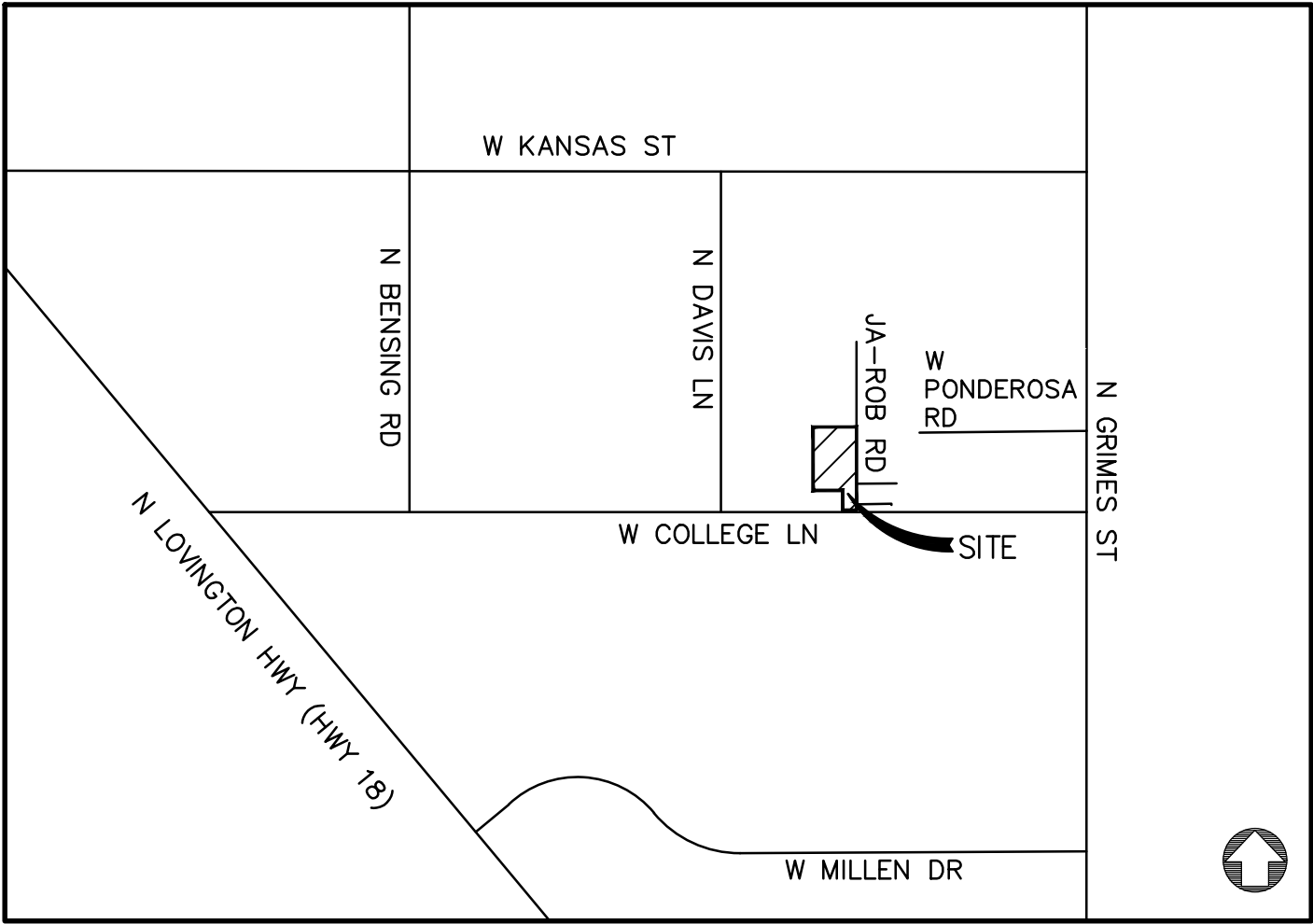
Manager and Member

ITEM 6.b -

Review and Consider Meadowlands Unit 1 – Final Plat Approval, as presented by property owner, Lemke Development, Inc.



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VICINITY MAP  
N.T.S.

NOTES

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

EXISTING EASEMENTS:

- ① 40-FOOT PUBLIC INFRASTRUCTURE EASEMENT  
FILED SEPTEMBER 08, 2017, BK. 2121, PG. 34.
- ② 30-FOOT PUBLIC INFRASTRUCTURE EASEMENT  
FILED JUNE 07, 2019, BK. 2, PG. 573.

NEW EASEMENTS:

- ① 20-FOOT PUBLIC INFRASTRUCTURE EASEMENT BY THE FILING OF THIS PLAT.
- ② 10-FOOT PUBLIC INFRASTRUCTURE EASEMENT BY THE FILING OF THIS PLAT.

LEGEND

- ◆ FOUND QUARTER CORNER AS NOTED
- 4 3  
9 10 FOUND SECTION CORNER AS NOTED
- SET 18"x1/2" REBAR WITH BLUE PLASTIC  
CAP MARKED "F&C PS 22909"
- ⊗ CALCULATED CORNER NOT SET

DESCRIPTION

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

Beginning at the Southeast corner of the tract herein described, from which a 2-inch brass cap found for the South Quarter Corner of said Section 4, bears S00°39'43"E, a distance of 500.99 feet and N89°18'08"E, a distance of 662.40 feet;

Thence, S89°20'17"W, a distance of 212.23 feet;

Thence, S00°38'34"E, a distance of 151.41 feet;

Thence, S89°20'17"W, a distance of 450.00 feet to the Southwest corner of this Tract;

Thence, N00°38'34"W, a distance of 1106.40 feet to the Northwest corner of this Tract;

Thence, N89°20'17"E, a distance of 661.91 feet to the Northeast corner of this Tract;

Thence, S00°39'43"E, a distance of 905.00 feet to the point of beginning.

This tract contains 16.079 Acres (700,411 sq.ft.), more or less.

FREE CONSENT AND DEDICATION

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

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

JOHN LEMKE \_\_\_\_\_ DATE \_\_\_\_\_

ACKNOWLEDGEMENT:

STATE OF \_\_\_\_\_)  
 )SS.  
COUNTY OF \_\_\_\_\_)

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021, BEFORE ME

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

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

TREASURER'S OFFICE CERTIFICATION

THIS IS TO CERTIFY THAT THE TAXES ARE CURRENT AND

PAID ON UPC #: \_\_\_\_\_

PROPERTY OWNER OF RECORD \_\_\_\_\_

LEA COUNTY  
TREASURER'S OFFICE \_\_\_\_\_ DATE \_\_\_\_\_

SURVEYOR'S CERTIFICATION

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

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



PLAT OF  
MEADOWLANDS, UNIT I  
SECTION 4, TOWNSHIP 18 SOUTH,  
RANGE 38 EAST, N.M.P.M.,  
CITY OF HOBBS,  
LEA COUNTY, NEW MEXICO  
APRIL 2021

CERTIFICATE OF MUNICIPAL APPROVAL

I, JAN FLETCHER, THE DULY APPOINTED AND ACTING CITY CLERK OF THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FORGOING PLAT OF THE MEADOWS SUBDIVISION, UNIT II, TO THE CITY OF HOBBS, WAS APPROVED BY THE COMMISSION OF THE CITY OF HOBBS BY RESOLUTION No. \_\_\_\_\_ ON THE \_\_\_\_ OF \_\_\_\_\_, 2021 A.D.

\_\_\_\_\_  
JAN FLETCHER, CITY CLERK

ACKNOWLEDGMENT

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

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_DAY OF \_\_\_\_\_, 2021 A.D.  
BY JAN FLETCHER.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
MY COMMISSION EXPIRES

CERTIFICATE OF APPROVAL  
BY THE CITY OF HOBBS PLANNING BOARD:

THE PLAT, RESTRICTIONS AND DEDICATION APPROVED AND ACCEPTED THE \_\_\_\_DAY  
OF \_\_\_\_\_, 2021 A.D. BY THE CITY PLANNING BOARD OF HOBBS NEW MEXICO.

\_\_\_\_\_  
CHAIRMAN: WILLIAM M. HICKS, III

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_)  
 )SS.  
COUNTY OF \_\_\_\_\_)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_DAY OF \_\_\_\_\_, 2021,  
BY WILIAM M. HICKS.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
MY COMMISSION EXPIRES

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

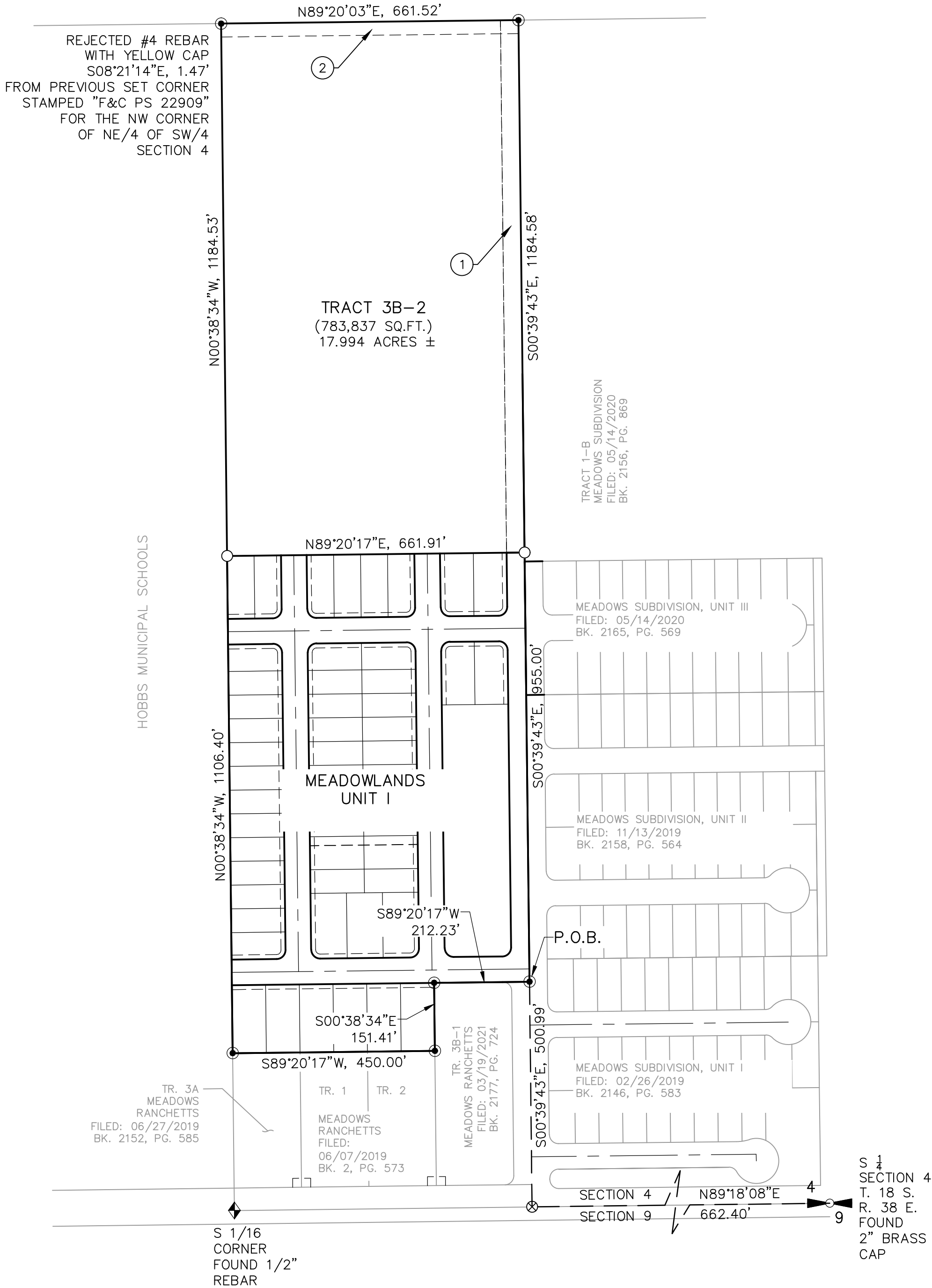
STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

\_\_\_\_\_, 2021,  
AT \_\_\_\_\_, O'CLOCK \_\_M AND RECORDED IN  
CABINET \_\_\_\_\_  
SLIDE \_\_\_\_\_  
\_\_\_\_\_, LEA COUNTY CLERK  
BY \_\_\_\_\_ DEPUTY

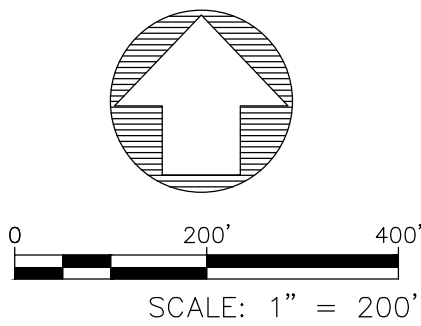
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HOBBS LAND VENTURES, LLC  
(5/26/2004, BK. 1306, PG. 794)

PLAT OF  
MEADOWLANDS, UNIT I  
SECTION 4, TOWNSHIP 18 SOUTH,  
RANGE 38 EAST, N.M.P.M.,  
CITY OF HOBBS,  
LEA COUNTY, NEW MEXICO  
APRIL 2021



CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	31.42	20.00	90°00'00"	N44°20'17"E	28.28
C2	31.42	20.00	90°00'00"	S45°39'43"E	28.28
C3	31.42	20.00	90°00'00"	N44°20'17"E	28.28
C4	31.42	20.00	90°00'00"	S45°39'43"E	28.28
C5	31.42	20.00	90°00'00"	N44°20'17"E	28.28
C6	31.42	20.00	90°00'00"	N45°39'43"W	28.28
C7	31.42	20.00	90°00'00"	S44°20'17"W	28.28
C8	31.42	20.00	90°00'00"	S45°39'43"E	28.28
C9	31.42	20.00	90°00'00"	S44°20'17"W	28.28
C10	31.42	20.00	90°00'00"	N45°39'43"W	28.28
C11	31.42	20.00	90°00'00"	N44°20'17"E	28.28
C12	31.42	20.00	90°00'00"	S45°39'43"E	28.28
C13	31.42	20.00	90°00'00"	S44°20'17"W	28.28
C14	31.42	20.00	90°00'00"	N45°39'43"W	28.28
C15	31.42	20.00	90°00'00"	N44°20'17"E	28.28



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STATE OF NEW MEXICO  
COUNTY OF LEA  
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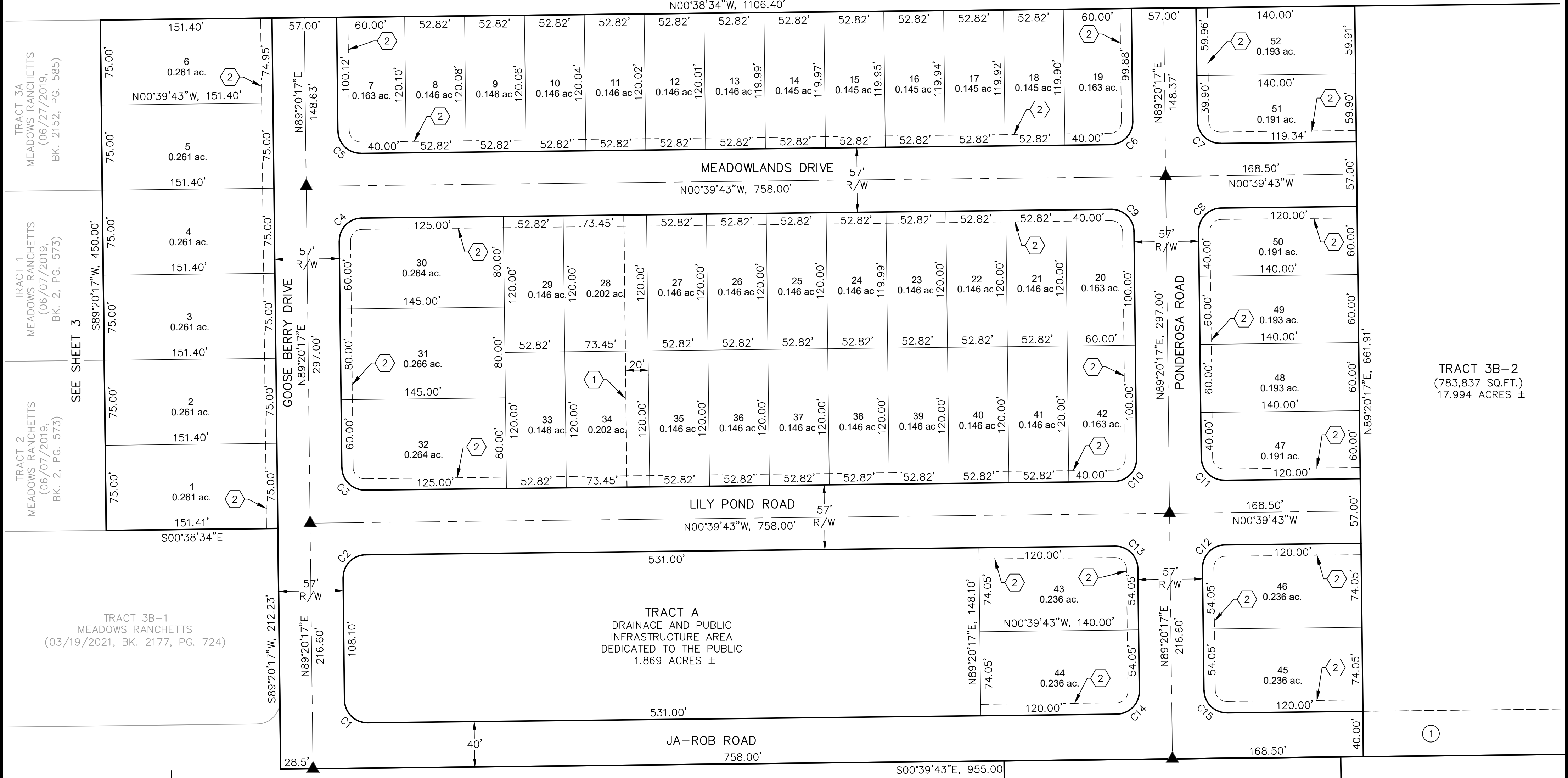
\_\_\_\_\_, 2021,  
AT \_\_\_\_\_, O'CLOCK \_\_\_\_M AND RECORDED IN  
CABINET \_\_\_\_\_  
SLIDE \_\_\_\_\_  
\_\_\_\_\_, LEA COUNTY CLERK  
BY \_\_\_\_\_ DEPUTY



PLAT OF  
MEADOWLANDS, UNIT I  
SECTION 4, TOWNSHIP 18 SOUTH,  
RANGE 38 EAST, N.M.P.M.,  
CITY OF HOBBS,  
LEA COUNTY, NEW MEXICO  
APRIL 2021

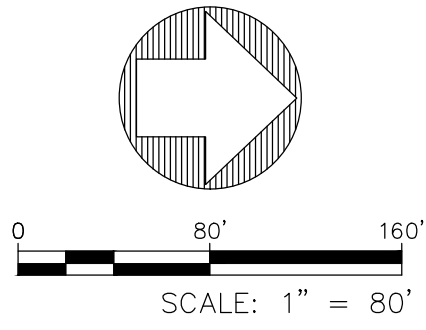
HOBBS MUNICIPAL SCHOOLS

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ALBUQUERQUE, NM 87120  
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SEE SHEET 2  
FOR ADJOINER INFORMATION



STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

\_\_\_\_\_, 2021,  
AT \_\_\_\_\_, O'CLOCK \_\_\_\_M AND RECORDED IN  
CABINET \_\_\_\_\_  
SLIDE \_\_\_\_\_  
\_\_\_\_\_, LEA COUNTY CLERK  
BY \_\_\_\_\_, DEPUTY

CONSTRUCTION PLANS

FOR

MEADOWLANDS

UNIT I

INFRASTRUCTURE IMPROVEMENTS

HOBBS, NEW MEXICO

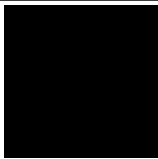
INDEX OF DRAWINGS		
SHEET NO.	DWG.	SHEET
1	1-1	COVER SHEET
2	1-2	GENERAL NOTES
3	1-3	GENERAL NOTES
4	2-1	PRELIMINARY SURVEY PLAT
5	2-2	PRELIMINARY SURVEY PLAT
6	3-1	TYPICAL ROADWAY SECTIONS
7	3-2	ROADWAY DETAILS
8	3-3	ROADWAY DETAILS
9	3-4	XCEL ELECTRICAL LAYOUT
10	3-5	UTILITY SECTIONS
11	3-6	UTILITY TRENCH SECTIONS
12	3-7	UTILITY DETAILS
13	3-8	UTILITY DETAILS
14	3-9	STORM DRAIN DETAILS
15	3-10	STORM DRAIN DETAILS
16	3-11	STORM DRAIN DETAILS
17	3-12	STORM DRAIN DETAILS
18	4-0	COMPOSITE PAVING PLAN
19	4-1	JA-ROB ROADWAY PLAN & PROFILE
20	4-2	JA-ROB ROADWAY PLAN & PROFILE
21	4-3	JA-ROB ROADWAY PLAN & PROFILE
22	4-4	JA-ROB ROADWAY PLAN & PROFILE
23	4-5	MEADOWLANDS ROAD ROADWAY PLAN & PROFILE
24	4-6	MEADOWSLANDS ROAD ROADWAY PLAN & PROFILE
25	4-7	LILY POND ROADWAY PLAN & PROFILE
26	4-8	LILY POND ROADWAY PLAN & PROFILE
27	4-9	MEADOWLANDS DRIVE ROADWAY PLAN & PROFILE
28	4-10	MEADOWSLANDS DRIVE ROADWAY PLAN & PROFILE
29	4-11	FOX FIRE ROADWAY PLAN & PROFILE
30	4-12	FOX FIRE ROADWAY PLAN & PROFILE
31	5-0	OVERALL UTILITY PLAN
32	5-1	JA-ROB RD UTILITY PLAN & PROFILE
33	5-2	JA-ROB RD UTILITY PLAN & PROFILE
34	5-3	JA-ROB RD UTILITY PLAN & PROFILE
35	5-4	JA-ROB RD UTILITY PLAN & PROFILE
36	5-5	MEADOWLANDS RD UTILITY PLAN & PROFILE
37	5-6	MEADOWLANDS RD UTILITY PLAN & PROFILE
38	5-7	LILY POND RD UTILITY PLAN & PROFILE
39	5-8	LILY POND RD UTILITY PLAN & PROFILE
40	5-9	MEADOWLANDS DR UTILITY PLAN & PROFILE
41	5-10	MEADOWLANDS DR UTILITY PLAN & PROFILE
42	5-11	FOX FIRE RD UTILITY PLAN & PROFILE
43	5-12	FOX FIRE RD UTILITY PLAN & PROFILE
44	6-0	OVERALL GRADING PLAN
45	6-1	GRADING PLAN POND DETAIL
46	7-0	OVERALL STORM DRAIN
47	7-1	MEADOWLANDS RD STORM DRAIN
48	7-2	MEADOWLANDS RD STORM DRAIN
49	7-3	RUNDOWN PROFILE
50	7-4	JA-ROB RD STORM DRAIN
51	7-5	RIPRAP DETAIL



VICINITY MAP

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DESIGNED: RJF						
DRAWN: RJS						
CHECKED: RJF						
APPROVED:						
	NO.	DATE	BY		REVISION	



**Fierro & Company**  
ENGINEERING & SURVEYING  
6300 MONTANO RD. NW  
ALBUQUERQUE, NM 87120  
(505)-352-8930

CLIENT:

**JOHN LEMKE**  
**D.B.A**  
**LEMKE DEVELOPMENT, INC**

**MEADOWLANDS**  
**UNIT I**

**COVER SHEET**

SHEET	1 of 51
DWG	1-1
DATE	Aug-2020
PROJ	19003







## ENGINEER OF RECORD CERTIFICATION LETTER

DATE: January 5, 2022

TO: City of Hobbs Engineering & Planning Departments

FROM: Robert Fierro

RE: Updated Engineering\Construction Certification for  
Meadowlands Subdivision, Unit I

This correspondence shall serve as certification that all engineering designs and construction work on the above mentioned subdivision\project have been completed in accordance with all applicable City of Hobbs approved technical standards/specifications and as to the construction plans approved by the City of Hobbs with the exceptions below:

- 1) Valley Gutters as shown on "Infrastructure for Bond" exhibit.
- 2) Fillet as shown on "Infrastructure for Bond" exhibit.
- 3) Sidewalk around Tract A and sidewalk culverts as shown on "Infrastructure for Bond" exhibit.
- 4) Pond improvements requested by City of Hobbs.

The owner will seek a bond for these improvements. Please refer to the Infrastructure for Bond and as-built plans. The engineer's estimate for the above improvements is \$49,047.76, excluding the cost of the pond improvements.

Any variations from the originally approved construction plans are noted in the enclosed "as built" plans and do not materially affect the original design(s) in any way.

Please contact me if you should have any questions.



ITEM 6.c -

Review and Consider Meadowlands Unit 2 – Preliminary Plat Approval, as presented by property owner, Lemke Development, Inc.







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




<div><div>GENERAL NOTES:</div><div><div><div>1. ALL IMPROVEMENTS, UNLESS OTHERWISE MODIFIED IN THE PROJECT SPECIFICATIONS, SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APWA NEW MEXICO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION, EXCEPT WHERE OTHERWISE NOTED IN THE DRAWINGS.</div><div>2. STANDARD DRAWINGS: REFER TO STANDARD DRAWINGS FOR THE NEW MEXICO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION UNLESS OTHERWISE NOTED.</div><div>3. THE CONTRACTOR AGREES THAT HE/SHE SHALL ASSUME THE SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF PROJECT CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.</div><div>4. NO CHANGES SHALL BE MADE TO THESE PLANS WITHOUT THE WRITTEN APPROVAL OF THE OWNER, ENGINEER AND ALL APPROVAL SIGNATORIES. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION METHODS OR TECHNIQUES OR FOR THE PROSECUTION OF THE WORK AS SHOWN ON THESE PLANS. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS OR OTHER PERSONS PERFORMING ANY OF THE WORK OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH CONTRACT DOCUMENTS.</div><div>5. UNLESS OTHERWISE PROVIDED AS PART OF THE CONSTRUCTION PLANS, A COMPLETE TRAFFIC CONTROL PLAN SHALL BE PREPARED BY THE CONTRACTOR WHEN ANY PORTION OF THE WORK IS IN THE PUBLIC RIGHT-OF-WAY OR AFFECTING ON-SITE VEHICLE OR PEDESTRIAN CIRCULATION. ALL CONSTRUCTION SIGNING, BARRICADING AND CHANNELIZATION SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) LATEST EDITION. THE PLAN SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL FOR ON-SITE CONSTRUCTION. TRAFFIC CONTROL WITHIN THE CITY/COUNTY RIGHT-OF-WAY SHALL DEFAULT TO THE CITY/COUNTY TRAFFIC DEPARTMENT FOR APPROVAL. THE CONTRACTOR SHALL NOT IMPLEMENT THE TRAFFIC CONTROL PLAN UNTIL APPROVAL OF THE PLAN HAS BEEN RECEIVED FROM THE ENGINEER. THE TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO AND APPROVED BY THE CITY OR ENGINEER.</div><div>6. THE CONTRACTOR SHALL DESIGNATE AT LEAST ONE EMERGENCY CONTACT PERSON, AND SHALL PROVIDE TELEPHONE NUMBERS WHERE THIS PERSON CAN BE CONTACTED AT ANY TIME, INCLUDING WEEKENDS, HOLIDAYS AND AFTER HOURS. THIS INFORMATION SHALL BE PROVIDED TO THE OWNER AND THE ENGINEER.</div><div>7. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS FROM ALL JURISDICTIONAL AUTHORITIES PRIOR TO START OF CONSTRUCTION. PERMIT COSTS ARE INCIDENTAL TO BASE BID.</div><div>8. ALL WORK ON THIS PROJECT SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS CONCERNING CONSTRUCTION SAFETY, HEALTH, AND ENVIRONMENTAL PROTECTION.</div><div>9. EXISTING SITE IMPROVEMENTS WHICH ARE DAMAGED OR DISPLACED BY THE CONTRACTOR SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE. REPAIRS SHALL BE APPROVED BY THE OWNER PRIOR TO CONSTRUCTION OF THE REPAIRS. REPAIRS SHALL BE ACCEPTED BY THE OWNER PRIOR TO FINAL PAYMENT.</div><div>10. THE CONTRACTOR SHALL USE THE DESIGNATED STAGING AREAS FOR STORAGE OF EQUIPMENT AND MATERIAL. NO MATERIAL OR EQUIPMENT MAY BE STORED OR LEFT ON-SITE AT ANY OTHER LOCATION. THE OWNER ASSUMES NO LIABILITY FOR CONTRACTOR'S EQUIPMENT AND MATERIAL IN THE STAGING AREA. SECURITY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. IF NO STAGING AREA IS DESIGNATED ON THESE PLANS, AN OFF-SITE STAGING AREA SHALL BE PROVIDED AT THE CONTRACTOR'S EXPENSE, OR THE CONTRACTOR MAY NEGOTIATE WITH THE OWNER TO USE AN ON-SITE AREA. OWNER WILL HAVE A STAGING AREA DESIGNATED.</div><div>11. ALL STATIONING REFERS TO THE CENTERLINE OF THE RIGHT-OF-WAY UNLESS OTHERWISE NOTED. STATIONING OF CHANNELS OR PIPES IN DRAINAGE EASEMENTS REFERS TO THE CENTERLINE OF CHANNEL OR PIPE, UNLESS OTHERWISE NOTED.</div><div>12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING, IN ADVANCE OF THEIR CONSTRUCTION OPERATIONS, IF OVERHEAD UTILITY LINES, SUPPORT STRUCTURES, POLES, GUYS, ETC., ARE AN OBSTRUCTION TO CONSTRUCTION OPERATIONS. IF ANY OBSTRUCTION IS EVIDENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE APPROPRIATE UTILITY OWNER TO REMOVE OR SUPPORT THE UTILITY OBSTRUCTION. ALL COSTS FOR THESE REQUIREMENTS ARE INCIDENTAL TO THE CONTRACT.</div><div>13. FACILITIES WHICH ARE NOT SPECIFICALLY LOCATED WITH ACTUAL VERTICAL AND HORIZONTAL CONTROLS ON THE CONSTRUCTION DOCUMENTS, ARE SHOWN APPROXIMATE AND IN ACCORDANCE WITH THE BEST AVAILABLE INFORMATION PROVIDED BY VARIOUS OWNERS OF THE FACILITIES, AND SUPPLEMENTED BY VISUAL SURFACE INFORMATION WHERE APPROPRIATE. ACCURACY, LOCATION, AND COMPLETENESS OF THIS INFORMATION IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND SHOULD BE VERIFIED, BY ANY MEANS NECESSARY, BEFORE THE INITIATION OF CONSTRUCTION. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL NOTIFY THE CITY, ENGINEER, AND THE CITY'S PROJECT MANAGER IMMEDIATELY.</div><div>14. IT IS MANDATORY THAT A PRECONSTRUCTION MEETING BE HELD BEFORE COMMENCING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE CITY'S PROJECT MANAGER TO DETERMINE THE TIME AND LOCATION OF THE PRECONSTRUCTION MEETING.</div><div>15. AS-BUILTS: CONTRACTOR SHALL DELIVER FINAL CERTIFIED AS-BUILTS IN HARD COPY. AS-BUILTS SHALL BE SUBMITTED WITH SUBSTANTIAL COMPLETION PAY APPLICATION. NO PAYMENT WILL BE MADE WITHOUT AS-BUILT SUBMITTAL.</div><div>16. CALL NM811 AT LEAST 2-DAYS BEFORE DIGGING.</div><div>17. THE CONTRACTOR SHALL CONFINE THEIR WORK TO WITHIN THE CONSTRUCTION LIMITS AND/OR PUBLIC RIGHT-OF-WAY TO PRESERVE EXISTING VEGETATION, LANDSCAPING, AND PRIVATE PROPERTY. APPROVAL OF THESE PLANS DOES NOT GIVE OR IMPLY ANY PERMISSION TO TRESPASS OR WORK ON PRIVATE PROPERTY. PERMISSION MUST BE GRANTED IN WRITING BY THE OWNER OF THAT PROPERTY.</div></div></div></div>																<div><div>EROSION CONTROL/ENVIRONMENTAL PROTECTION/STORM WATER POLLUTION PREVENTION PLAN</div><div><div>1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULFILLING ALL NECESSARY NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, OBTAINING AN NPDES PERMIT BEFORE CONSTRUCTION, FILLING OUT THE NOTICE OF INTENT (NOI) APPLICATION, AND FILLING OUT THE NOTICE OF TERMINATION (NOT) APPLICATION. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE IMPLEMENTATION OF AND INSPECTION REPORTS FOR THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP). THE CONTRACTOR SHALL SUBMIT THE SWPPP WITH THE PROPOSED CONSTRUCTION STAGING AREA AND TEMPORARY SANITARY FACILITIES CLEARLY SHOWN. ANY CHECK DAMS, SILT FENCES, OR OTHER BEST MANAGEMENT PRACTICES (BMP) THAT ARE REQUIRED IN THE APPROVED SWPPP SHALL BE INCLUDED IN AND ARE INCIDENTAL TO THE SWPPP BID AMOUNT.</div><div>2. THE CONTRACTOR IS REQUIRED TO KEEP A CURRENT COPY OF THE SWPPP AT THE CONSTRUCTION SITE OR AT AN EASILY ACCESSIBLE LOCATION SO THAT IT CAN BE MADE AVAILABLE AT THE TIME OF AN ONSITE INSPECTION OR UPON REQUEST BY THE EPA; A STATE, TRIBAL, OR LOCAL AGENCY APPROVING STORM WATER MANAGEMENT PLANS; THE OPERATOR OF A STORM SEWER SYSTEM RECEIVING DISCHARGES FROM THE SITE; OR REPRESENTATIVES OF THE U.S. FISH AND WILDLIFE SERVICE (USFWS) OR THE NATIONAL MARINE FISHERIES SERVICE (NMFS).</div><div>3. THE CONTRACTOR SHALL CONFORM TO ALL CITY, COUNTY, STATE AND FEDERAL DUST AND EROSION CONTROL REGULATIONS. THE CONTRACTOR SHALL PREPARE AND OBTAIN ANY NECESSARY DUST OR EROSION CONTROL PERMITS FROM THE REGULATORY AGENCIES.</div><div>4. THE CONTRACTOR SHALL EITHER PROMPTLY REMOVE ANY MATERIAL EXCAVATED WITHIN THE PUBLIC RIGHT-OF-WAY OR INSTALL BMPs ACCORDING TO NPDES REQUIREMENTS TO PREVENT DISCHARGE OF EXCAVATED MATERIAL WITHIN THE PUBLIC RIGHT-OF-WAY DURING A RAIN OR WIND EVENT. ALL COSTS FOR THESE REQUIREMENTS ARE INCIDENTAL TO THE CONTRACT.</div><div>5. THE CONTRACTOR SHALL IMPLEMENT THE APPROVED SWPPP AND ENSURE THAT NO SOIL ERODES FROM THE SITE INTO PUBLIC RIGHT-OF-WAY OR ONTO PRIVATE PROPERTY.</div><div>6. THE CONTRACTOR SHALL MITIGATE EROSION OF TEMPORARY OR PERMANENT DIRT SWALES BY INSTALLING BMPs IDENTIFIED IN THE APPROVED SWPPP IN THE SWALES PERPENDICULAR TO THE DIRECTION OF FLOW, AND AT INTERVALS AS SPECIFIED IN THE SWPPP.</div><div>7. CONSTRUCTION AREAS SHALL BE WATERED FOR DUST CONTROL IN COMPLIANCE WITH GOVERNMENT ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND SUPPLYING WATER AS REQUIRED. WATERING, AS REQUIRED FOR CONSTRUCTION AND DUST CONTROL, SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND NO MEASUREMENT OR PAYMENT SHALL BE MADE THEREFORE.</div><div>8. ANY AREAS DISTURBED BY CONSTRUCTION AND NOT COVERED BY LANDSCAPING OR AN IMPERVIOUS SURFACE SHALL BE RE-VEGETATED WITH NATIVE GRASS SEEDING. WHEN CONSTRUCTION ACTIVITIES CEASE AND EARTH DISTURBING ACTIVITIES WILL NOT RESUME WITHIN 14 DAYS, STABILIZATION MEASURES MUST BE INITIATED. UNLESS INDICATED OTHERWISE ON THESE PLANS OR ON THE LANDSCAPING PLAN, NATIVE GRASS SEEDING SHALL BE IN ACCORDANCE WITH SECTION 1012 OF THE NEW MEXICO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, APWA NM CHAPTER, CURRENT EDITION.</div><div>9. ALL WASTE PRODUCTS FROM THE CONSTRUCTION SITE, INCLUDING ITEMS DESIGNATED FOR REMOVAL, CONSTRUCTION WASTE, CONSTRUCTION EQUIPMENT WASTE PRODUCTS (OIL, GAS, TIRES, ETC.) GARBAGE, GRUBBING, EXCESS CUT MATERIAL, VEGETATIVE DEBRIS, ETC. SHALL BE APPROPRIATELY DISPOSED OF OFFSITE AT NO ADDITIONAL COST TO THE CITY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMITS REQUIRED TO HAUL OR DISPOSE OF WASTE PRODUCTS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT THE WASTE DISPOSAL SITE COMPLIES WITH GOVERNMENT REGULATIONS REGARDING THE ENVIRONMENT, ENDANGERED SPECIES, AND ARCHAEOLOGICAL RESOURCES.</div><div>10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEANUP AND REPORTING OF SPILLS OF HAZARDOUS MATERIALS ASSOCIATED WITH THE CONSTRUCTION SITE. HAZARDOUS MATERIALS INCLUDE GASOLINE, DIESEL FUEL, MOTOR OIL, SOLVENTS, CHEMICALS, PAINTS, ETC. WHICH MAY BE A THREAT TO THE ENVIRONMENT. THE CONTRACTOR SHALL REPORT THE DISCOVERY OF PAST OR PRESENT SPILLS TO THE NEW MEXICO ENVIRONMENT DEPARTMENT EMERGENCY RESPONSE TEAM AT (505) 827-9329.</div><div>11. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE REGULATIONS CONCERNING SURFACE AND UNDERGROUND WATER. CONTACT WITH SURFACE WATER BY CONSTRUCTION EQUIPMENT AND PERSONNEL SHALL BE MINIMIZED. EQUIPMENT MAINTENANCE AND REFUELING OPERATIONS SHALL BE PERFORMED IN AN ENVIRONMENTALLY SAFE MANNER IN COMPLIANCE WITH GOVERNMENT REGULATIONS.</div><div>12. WHERE STORM INLETS ARE SUSCEPTIBLE TO INFLOW OF SILT OR DEBRIS FROM CONSTRUCTION ACTIVITIES, PROTECTION SHALL BE PROVIDED ON THEIR UPSTREAM SIDE UTILIZING BMPs ACCORDING TO NPDES REQUIREMENTS. ALL COSTS FOR THESE REQUIREMENTS ARE INCIDENTAL TO THE CONTRACT.</div><div>13. STORM WATER POLLUTION PREVENTION PLANS (SWPPP) AND ACCOMPANYING FEDERAL EPA ADMINISTRATIVE PROCEDURES SHALL MEET THE CITY OF HOBBS GUIDELINES AND PROCEDURES OUTLINED IN THE CURRENT ADDITION OF THE NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT STORM WATER MANAGEMENT GUIDELINES FOR CONSTRUCTION AND INDUSTRIAL ACTIVITIES MANUAL.</div><div>14. THE CONTRACTOR SHALL PROVIDE ADEQUATE MEANS FOR CLEANING TRUCKS AND/OR OTHER EQUIPMENT OF MUD BEFORE ENTERING PUBLIC STREETS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CLEAN STREETS AND TAKE WHATEVER MEASURES ARE NECESSARY TO ENSURE THAT ALL ROADS ARE MAINTAINED IN A CLEAN, MUD AND DUST-FREE CONDITION AT ALL TIMES.</div></div></div>																<div><div>UTILITIES-GENERAL NOTE:</div><div><div>1. IF ANY UTILITY LINES, PIPELINES OR UNDERGROUND UTILITY LINES ARE SHOWN ON THESE DRAWINGS. THEY ARE SHOWN IN AN APPROXIMATE LOCATION ONLY, AND LINES MAY EXIST WHERE NONE ARE SHOWN. THE LOCATION IS BASED UPON INFORMATION PROVIDED BY THE UTILITY OWNER OR FROM EXISTING PLANS, AND THIS INFORMATION MAY BE INCOMPLETE, OR OBSOLETE AT THE TIME OF CONSTRUCTION. THE ENGINEER HAS NOT UNDERTAKEN ANY FIELD VERIFICATION OF THESE LOCATIONS, LINE SIZES OR MATERIAL TYPE, MAKES NO REPRESENTATION THERETO, AND ASSUMES NO RESPONSIBILITY ITSELF OF THE LOCATION OF ANY UTILITY LINE, PIPELINE OR UNDERGROUND INSTALLATION IN OR NEAR THE AREA IN ADVANCE OF ANY DURING ANY EXCAVATION WORK. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES CAUSED BY ITS FAILURE TO LOCATE, IDENTIFY AND PRESERVE ANY AND ALL EXISTING UTILITIES, PIPELINES AND UNDERGROUND FACILITIES. IN PLANNING AND CONDUCTING EXCAVATIONS, THE CONTRACTOR SHALL COMPLY WITH ALL STATE STATUES, MUNICIPAL AND LOCAL ORDINANCES, RULES AND REGULATIONS, IF ANY, PERTAINING TO THE LOCATION OF THESE LINES AND FACILITIES</div><div>2. THE CONTRACTOR SHALL NOTIFY NEW MEXICO ONE CALL, INC. AT PHONE NO. (811) AT LEAST TWO WORKING DAYS PRIOR TO STARTING WORK ON THIS PROJECT.</div><div>3. SEWER/WATER LINES SHALL BE PLACED IN SEPARATE TRENCHES A DISTANCE OF 15 FEET TYPICALLY OR A MINIMUM OF 10 FEET APART HORIZONTALLY. THE WATER LINE SHALL BE PLACED A MINIMUM OF 1.5 FEET HIGHER IN ELEVATION THAN THE SEWER. AT ALL CROSSINGS OF WATER AND SEWER LINES, THE WATER LINE SHALL BE MINIMUM OF 1.5 HIGHER THAN THE SEWER OR THE SEWER LINE SHALL BE SDR 26 PRESSURIZED PIPE. IF THESE REQUIREMENTS ARE NOT MET, CONSTRUCT SEWER ENCASEMENT PER APWA STD. DWG. 2140.</div><div>4. SEWER &amp; WATER LINE DISTANCES SHOWN IN PLANS ARE HORIZONTAL DISTANCES WITHOUT REGARD TO SLOPE OF PIPE OR PROJECT STATIONING.</div><div>5. ELECTRONIC MARKER DEVICES (EMD) WILL BE REQUIRED AT ALL SANITARY SEWER MANHOLES AND WATER VALVE CANS, NEW OR ADJUSTED TO GRADE THROUGHOUT THE PROJECT. EMD's SHALL BE INCIDENTAL TO ITEM OR ADJUSTMENT.</div></div></div> <div><div>SOILS</div><div><div>1. UNLESS OTHERWISE SPECIFIED SUBGRADE SOILS AND STRUCTURAL FILL MATERIALS SHALL BE COMPACTED TO THE FOLLOWING PERCENTAGES OF THE ASTM D-1557 MAXIMUM DENSITY.</div><div><table><tr><th>MATERIALS</th><th>PERCENT (%) COMPACTION</th></tr><tr><td>STRUCTURAL FILL IN THE BUILDING AREA</td><td>95</td></tr><tr><td>SUB BASE FOR SLAB SUPPORT</td><td>95</td></tr><tr><td>MISCELLANEOUS BACKFILL BELOW STRUCTURAL FILL OR ROAD</td><td>95</td></tr><tr><td>MISCELLANEOUS BACKFILL BELOW UNPAVED, NON-BUILDING AREAS</td><td>90</td></tr><tr><td>ROAD SUB GRADE</td><td>95</td></tr><tr><td>SIDEWALK SUB GRADE</td><td>95</td></tr><tr><td>CURB AND GUTTER SUBGRADE</td><td>95</td></tr><tr><td>ARROYOS</td><td>90</td></tr></table></div></div></div>																MATERIALS	PERCENT (%) COMPACTION	STRUCTURAL FILL IN THE BUILDING AREA	95	SUB BASE FOR SLAB SUPPORT	95	MISCELLANEOUS BACKFILL BELOW STRUCTURAL FILL OR ROAD	95	MISCELLANEOUS BACKFILL BELOW UNPAVED, NON-BUILDING AREAS	90	ROAD SUB GRADE	95	SIDEWALK SUB GRADE	95	CURB AND GUTTER SUBGRADE	95	ARROYOS	90																
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DRAWN: RJS				70%								JOHN LEMKE D.B.A. LEMKE DEVELOPMENT, INC.				SET 1-2																																																																	
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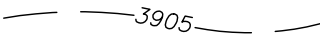
- GRADING NOTES:**
- EXCEPT AS PROVIDED HEREIN, GRADING SHALL BE PERFORMED AT THE ELEVATIONS AND IN ACCORDANCE WITH THE DETAILS SHOWN ON THIS PLAN.
  - EARTH SLOPES SHALL NOT EXCEED 3 HORIZONTAL TO 1 VERTICAL UNLESS OTHERWISE SHOWN.
  - IT IS THE INTENT OF THESE PLANS THAT THIS CONTRACTOR SHALL NOT PERFORM ANY WORK OUTSIDE OF THE PROPERTY BOUNDARIES EXCEPT AS REQUIRED BY THIS PLAN.
  - A DISPOSAL SITE FOR ANY & ALL EXCESS EXCAVATION MATERIAL AND UNSUITABLE MATERIAL, SHALL BE OBTAINED BY THE CONTRACTOR IN COMPLIANCE WITH APPLICABLE ENVIRONMENTAL REGULATIONS. ALL COSTS INCURRED IN OBTAINING A DISPOSAL SITE AND HAUL FROM THE SITE SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT SHALL BE MADE.
  - A BORROW SITE CONTAINING ACCEPTABLE FILL MATERIAL SHALL BE OBTAINED BY THE CONTRACTOR IN COMPLIANCE WITH APPLICABLE ENVIRONMENTAL REGULATIONS. ALL COSTS INCURRED IN OBTAINING A BORROW SITE AND HAUL TO THE SITE SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT SHALL BE MADE.
  - VERIFY ALL ELEVATIONS SHOWN ON PLAN FROM BASIS OF ELEVATION CONTROL STATION PRIOR TO BEGINNING CONSTRUCTION.
  - DENSITY TESTING SHALL BE PER C.O.H. SPECIFICATIONS.
  - ALL AREAS DISTURBED BY THE CONSTRUCTION ACTIVITIES OF THIS PROJECT SHALL BE RESTORED AND RE-GRADED IN A MANNER ACCEPTABLE TO THE OWNER AND ENGINEER. ANY REQUIRED RESTORATION AND RE-GRADED IS CONSIDERED INCIDENTAL TO CONSTRUCTION AND NO EXTRA PAYMENT SHALL BE MADE TO THE CONTRACTOR.
  - UNLESS OTHERWISE SPECIFIED SUBGRADE SOILS AND STRUCTURAL FILL MATERIALS SHALL BE PER THE GEOTECHNICAL REPORT.
  - ALL WORK RELATIVE TO FOUNDATION CONSTRUCTION, SITE PREPARATION, AND PAVEMENT INSTALLATION, AS SHOWN ON THIS PLAN, SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SOILS REPORT. ALL OTHER WORK, UNLESS OTHERWISE STATED OR PROVIDED FOR HERON, SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF HOBBS SPECIFICATIONS (FIRST PRIORITY), AND/OR THE NMAPWA STANDARD SPECIFICATIONS FOR PUBLIC WORKS (SECOND PRIORITY).
  - PRIOR TO GRADING, ALL VEGETATION DEBRIS, AND NEAR SURFACE ORGANICALLY CONTAMINATED SOIL SHALL BE STRIPPED FROM ALL AREAS TO BE GRADED. VEGETATION AND DEBRIS SHALL BE DISPOSED AT A LEGALLY ACCEPTABLE LOCATION.
  - THE CONTRACTOR IS TO ENSURE THAT NO SOIL ERODES FROM THE SITE ONTO ADJACENT PROPERTY OR PUBLIC RIGHT-OF-WAY. THIS SHOULD BE ACHIEVED BY CONSTRUCTING TEMPORARY BERMS AT THE PROPERTY LINES WETTING THE SOIL TO PROTECT IT FROM WIND EROSION AND OTHER MEANS AS DTERMINED BY THE CONTRACTOR.
  - PAVING AND ROADWAY GRADES SHALL BE ±0.05' FROM PLAN ELEVATIONS. PAD ELEVATIONS SHALL BE +/-0.05' FROM BUILDING PLAN ELEVATIONS.
  - ALL SPOT ELEVATIONS ARE TO FLOWLINE UNLESS OTHERWISE NOTED. VALLEY GUTTER ELEVATIONS ARE SHOWN AT FLOWLINE ELEVATION.
  - ALL DISTURBED AREA, INCLUDING SLOPES GRADED AT 3 HORIZONTAL TO 1 VERTICAL SHALL BE RE-SEEDED PER NMAPWA SPECIFICATION 1012.
  - PAD OVER EXCAVATION SHALL BE PER THE GEOTECHNICAL REPORT.

- WASTEWATER GENERAL NOTES**
- SEWER/WATER LINES SHALL BE PLACED IN SEPARATE TRENCHES AT A DISTANCE OF 15 FEET TYPICALLY OR A MINIMUM OF 10 FEET APART HORIZONTALLY. THE WATER LINE SHALL BE PLACED A MINIMUM OF 1.5 FEET HIGHER IN ELEVATION THAN THE SEWER LINE. AT ALL CROSSINGS OF WATER AND SEWER LINES, THE WATER LINE SHALL BE A MINIMUM OF 1.5 FEET HIGHER THAN THE SEWER LINE OR THE SEWER LINE SHALL BE C-900 PRESSURIZED PIPE.
  - IT WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT AND MAINTAIN IN SERVICE ALL EXISTING UTILITIES. THE CONTRACTOR SHALL ADEQUATELY SUPPORT AND PROTECT EXISTING UTILITIES AFFECTED BY THE CONTRACTOR'S TRENCHING ACTIVITY. IN THE EVENT THAT EXISTING UTILITIES ARE DAMAGED BY THE CONTRACTOR'S OPERATIONS, THE CONTRACTOR SHALL ARRANGE FOR AND COORDINATE WITH THE PROJECT MANAGER, PROMPT REPAIR BY THE RESPECTIVE UTILITY AND SHALL BEAR THE COST OF THE REPAIRS.
  - THE CITY OF HOBBS SHALL APPROVE MATERIAL SUBMITTALS BEFORE CONSTRUCTION
  - PRIOR TO THE SEWER LINE INSTALLATION, THE FOLLOWNG CONDITIONS WILL OCCUR:  
A) THE SEWER LINE ROUTE WILL BE CLEARED AND GRUBBED AND THEN GRADED TO PLAN ELEVATION  
B) THE SEWER LINE WILL BE STAKED WHEN OUTSIDE AN AREA WITH CURB AND GUTTER
  - 30 DAYS FOLLOWING INSTALLATION AND BACKFILL OF SEWER LINES, A DEFLECTION TEST USING A HAND PULLED MANDREL SHALL BE PERFORMED IN THE PRESENCE OF THE CITY'S INSPECTOR. ALL COSTS FOR THESE REQUIREMENTS ARE INCIDENTAL TO THE CONTRACT.
  - AIR TESTING OF SEWER LINES AND HYDROSTATIC TESTING OF FORCE MAINS SHALL BE CONDUCTED IN THE PRESENCE OF THE CITY'S INSPECTOR. ALL COSTS FOR THESE REQUIREMENTS ARE INCIDENTAL TO THE CONTRACT.
  - ALL SEWER SERVICE LINES SHALL BE INSPECTED BY TV CAMERA AND VIDEOED THEN PROVIDED TO THE CITY'S INSPECTOR FOR REVIEW BEFORE ACCEPTANCE BY THE CITY. IN THE EVENT THAT THE FIRST INSPECTION OR SUBSEQUENT INSPECTIONS AFTER THAT DO NOT PASS, THE CONTRACTOR WILL BE REQUIRED TO PERFORM ADDITIONAL INSPECTIONS OF THE SEWER SERVICE LINES USING A TV CAMERA AT THE CONTRACTOR'S EXPENSE.
  - MANHOLES SHALL MEET THE CITY OF HOBBS STANDARDS EXCEPT THAT THERE SHALL BE NO LADDER RUNGS INSTALLED.
  - THE CONTRACTOR IS RESPONSIBLE FOR TESTING OF ALL FORCE MAIN LINES, INCLUDING BUT NOT LIMITED TO HYDROSTATIC AND BACTERIA TESTING, DISINFECTING, AND FLUSHING. ALL COSTS FOR THESE REQUIREMENTS ARE INCIDENTAL TO THE CONTRACT.
  - IF BYPASS PUMPING IS REQUIRED, THEN A BYPASS PUMPING PLAN MUST BE SUBMITTED TO THE CITY'S PROJECT MANAGER, FOR ACCEPTANCE, SEVEN (7) DAYS BEFORE BYPASS PUMPING BEGINS.
  - MANHOLES SHALL BE RAISED TO SURFACE COURSE OF PAVEMENT. CIRCULAR CONCRETE COLLARS SHALL BE CONSTRUCTED TO SURFACE ELEVATION.
  - NO BRICKS SHALL BE USED TO ADJUST MANHOLES TO FINISHED GRADE.





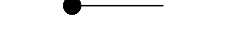


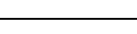


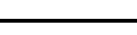



LEGEND



SAS MANHOLE  
CLEANOUT  
WATER METER  
EXISTING WATER VALVE  
NEW WATER VALVE  
GAS METER



EXISTING MAJOR CONTOUR  
EXISTING MINOR CONTOUR  
PROPOSED MAJOR CONTOUR  
PROPOSED MINOR CONTOUR



PROPERTY BOUNDARY  
OVERHEAD ELECTRIC  
EXISTING MAIN WATERLINE  
NEW MAIN WATERLINE  
EXISTING FIREHYDRANT  
EXISTING SANITARY SEWER  
NEW SANITARY SEWER  
NEW SANITARY SEWER MANHOLE  
UTILITY LATERAL  
SAWCUT  
TOP OF CURB  
TOP OF ASPHALT  
EXISTING PAVEMENT  
NEW CONCRETE

DESIGNED: RJF						
DRAWN: RJS						
CHECKED: RJF						
APPROVED: ###						
	NO.	DATE	BY		REVISION	

BID SET  
70%  
PLANS



Fierro & Company

ENGINEERING | SURVEYING

6300 MONTANO RD. NW

ALBUQUERQUE, NM 87120

(505) 352-8930

CLIENT:

JOHN LEMKE  
D.B.A.  
LEMKE DEVELOPMENT, INC.

MEADOWLANDS  
UNIT II

GENERAL NOTES

SHEET	3	of	41
SET	1-3		
DATE	Dec-2021		
PROJ	21068		





\_\_\_\_\_, LEA COUNTY CLERK

SHEET 1 OF 3

  
**Fierro & Company**  
**ENGINEERING | SURVEYING**  
6300 MONTANO RD. NW, SUITE C  
ALBUQUERQUE, NM 87120  
PH 505.352.8930  
[www.fierrocompany.com](http://www.fierrocompany.com)

DESIGNED: RJF						BID SET  70%  PLANS	<div><div>FC</div><div>Fierro &amp; Company</div><div>ENGINEERING   SURVEYING</div><div>6300 Montano Rd. NW</div><div>Albuquerque, NM</div><div>(505) 352-8930</div></div>	CLIENT:  JOHN LEMKE D.B.A. LEMKE DEVELOPMENT, INC.	MEADOWLANDS UNIT II		SHEET 4 of 41
DRAWN: RJS					SET 2-1						
CHECKED: RJF					PRELIMINARY PLAT				DATE Dec-2021		
APPROVED: ###									PROJ 21068		
	NO.	DATE	BY	REVISION							

PLAT OF  
MEADOWLANDS, UNIT II  
SECTION 4, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M.  
CITY OF HOBBS, LEA COUNTY, NEW MEXICO  
JANUARY 2022



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

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

CABINET \_\_\_\_\_  
SLIDE \_\_\_\_\_  
\_\_\_\_\_, LEA COUNTY CLERK

SHEET 2 OF 3

Z:\2021\21068\CADD\SHEETS\00\_SURVEY\00\_PLAT.dwg / 11/2022 9:21:48 AM

DESIGNED: RJF							
DRAWN: RJS							
CHECKED: RJF							
APPROVED: ###							
	NO.	DATE	BY		REVISION		

BID SET  
70%  
PLANS

**Fierro & Company**  
ENGINEERING | SURVEYING  
6300 Montano Rd. NW  
Albuquerque, NM  
(505) 352-8930

CLIENT:  
**JOHN LEMKE**  
**D.B.A.**  
**LEMKE DEVELOPMENT, INC.**

**MEADOWLANDS**  
**UNIT II**  
  
**PRELIMINARY PLAT**

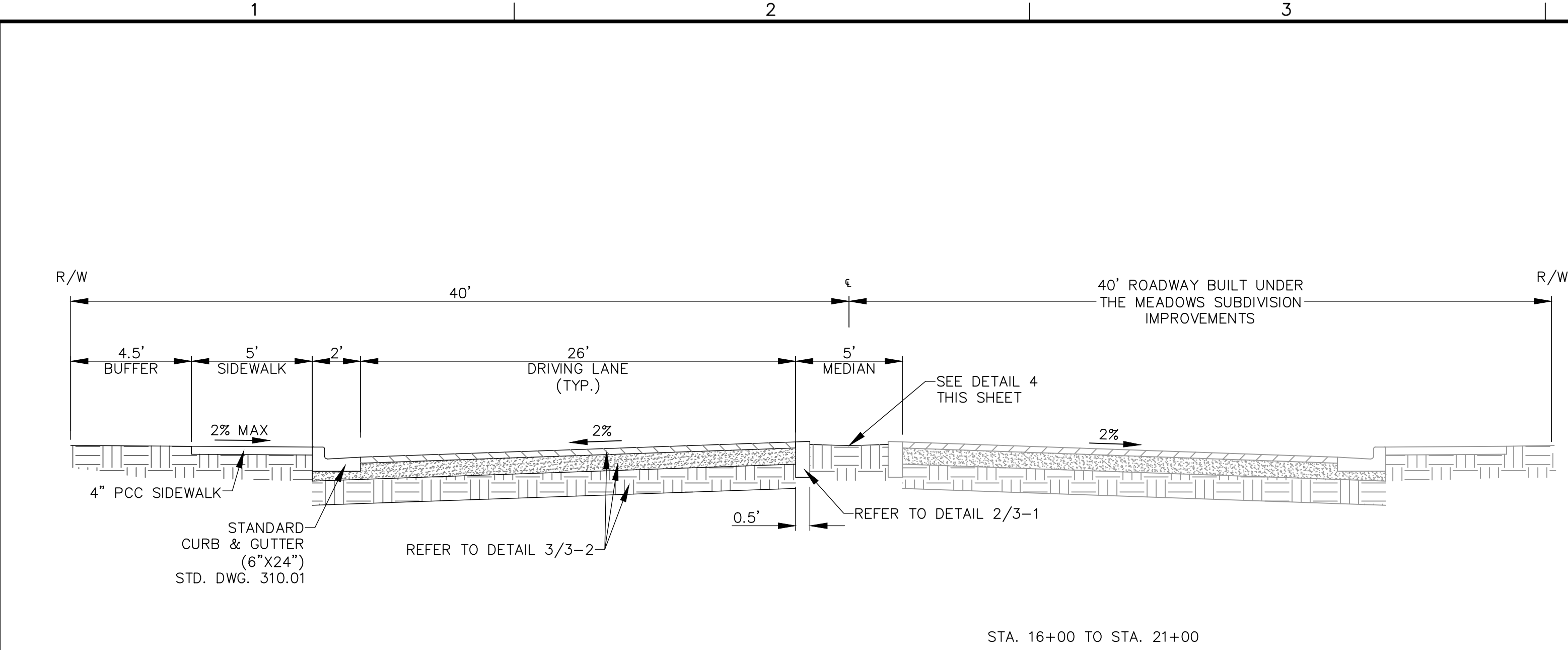
SHEET	5	of	41
SET	2-2		
DATE	Dec-2021		
PROJ	21068		



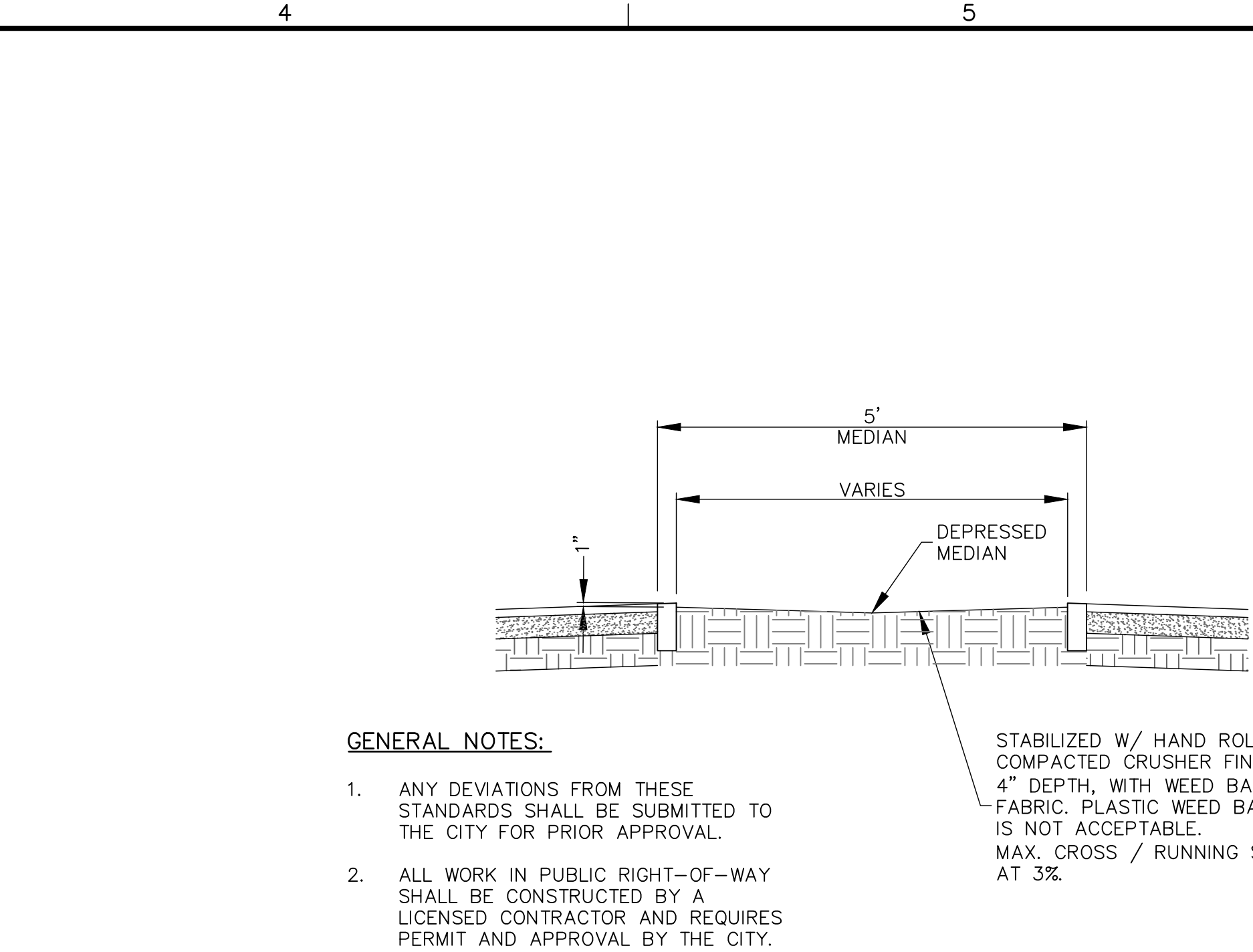
DESIGNED: RJF							BID SET  70%  PLANS	<div><b>Fierro &amp; Company</b> ENGINEERING   SURVEYING 6300 Montano Rd. NW Albuquerque, NM (505) 352-8930</div>	CLIENT:  <b>JOHN LEMKE D.B.A. LEMKE DEVELOPMENT, INC.</b>	<b>MEADOWLANDS UNIT II</b>	SHEET 6 of 41
DRAWN: RJS						SET 2-3					
CHECKED: RJF										DATE Dec-2021	
APPROVED: ###	NO.	DATE	BY	REVISION							PROJ 21068



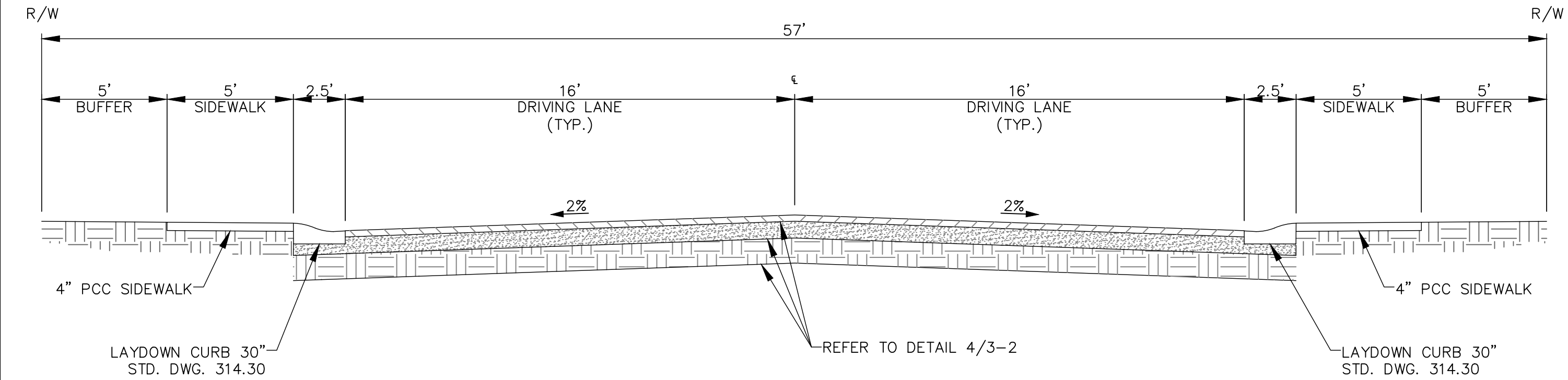
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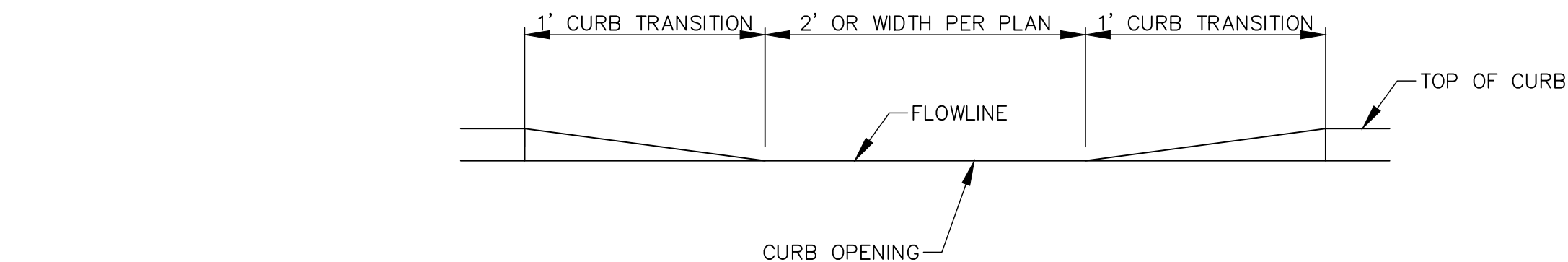
1 JA-ROB - EXISTING TYPICAL ROAD SECTION  
N.T.S.



3 MEDIAN DETAIL  
N.T.S.



2 RESIDENTIAL ROADWAY TYPICAL SECTION  
N.T.S.



4 TYPICAL CURB OPENING  
N.T.S.

DESIGNED: RJF							
DRAWN: RJS							
CHECKED: RJF							
APPROVED: ###							
NO.	DATE	BY		REVISION			

BID SET  
70%  
PLANS

**F**  
**Fierro & Company**  
ENGINEERING | SURVEYING  
6300 MONTANO RD NW  
ALBUQUERQUE, NM 87120  
(505) 352-8930

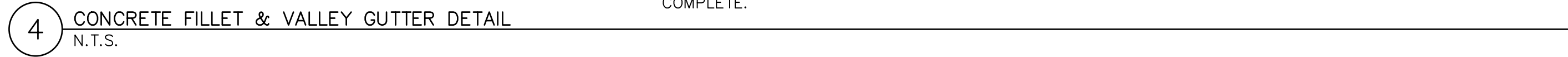
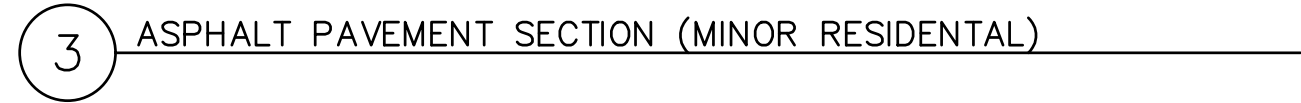
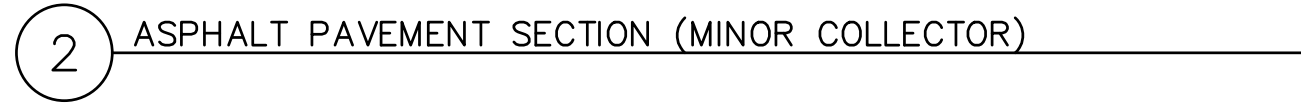
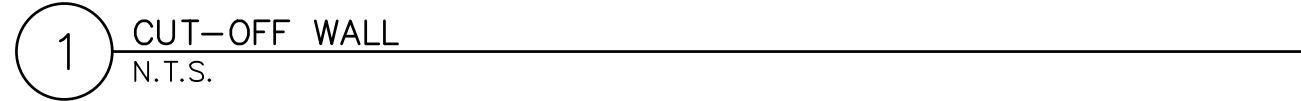
CLIENT:

**JOHN LEMKE**  
**D.B.A.**  
**LEMKE DEVELOPMENT, INC.**

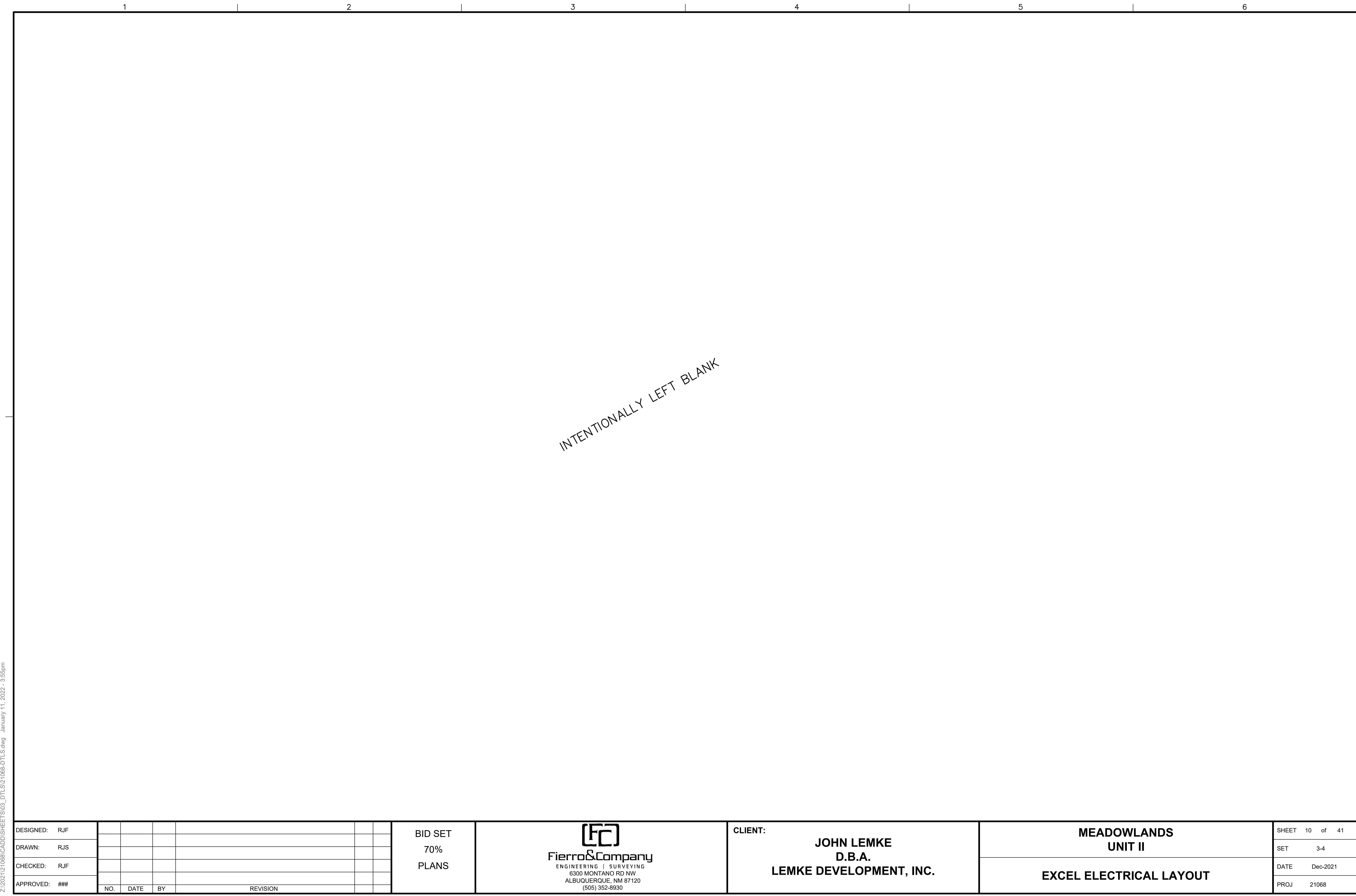
**MEADOWLANDS**  
**UNIT II**

**TYPICAL ROADWAY SECTIONS**

SHEET	7	of	41
SET	3-1		
DATE	Dec-2021		
PROJ	21068		



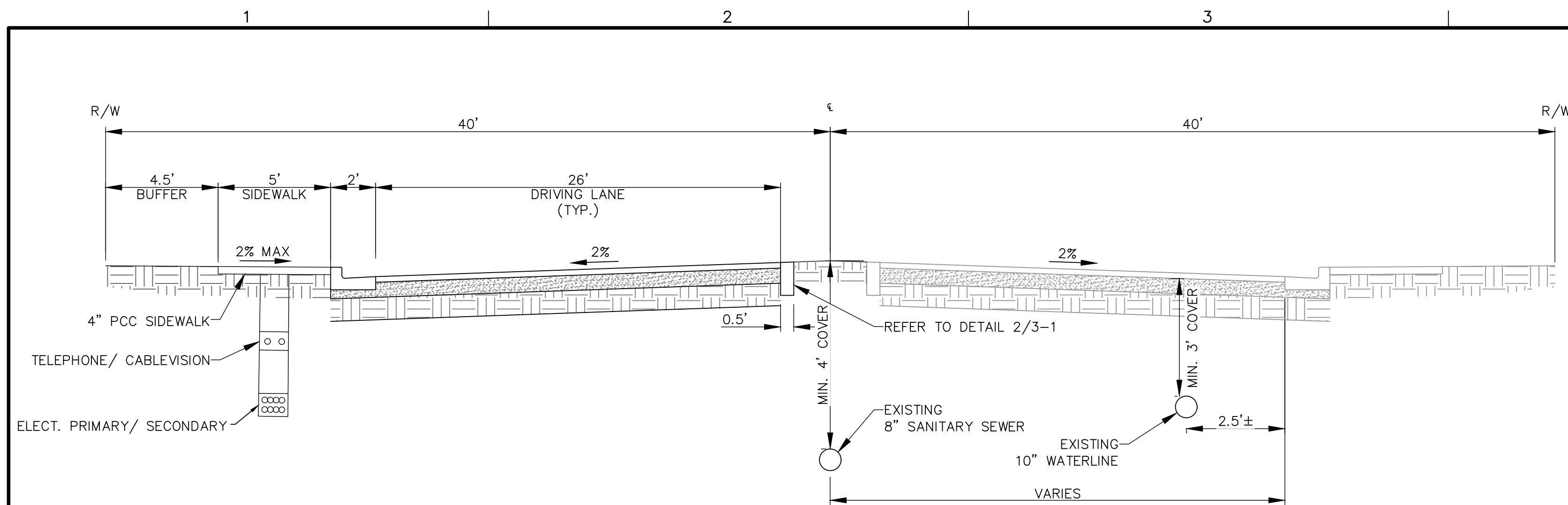




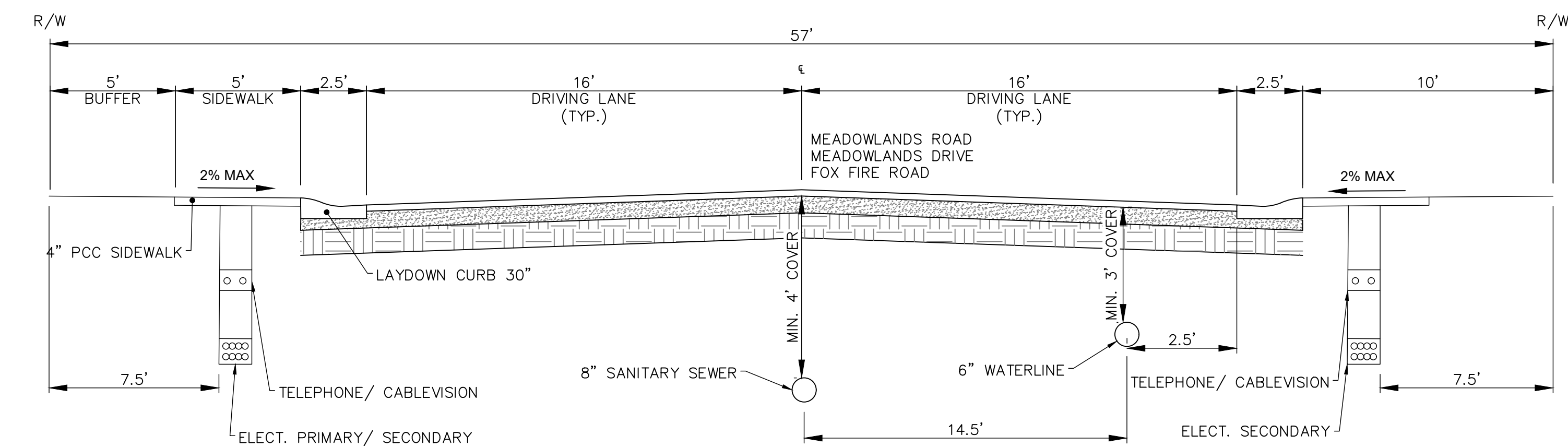
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DESIGNED: RJF								BID SET  70%  PLANS	<div><div></div><div><b>Fierro &amp; Company</b> ENGINEERING   SURVEYING 6300 MONTANO RD NW ALBUQUERQUE, NM 87120 (505) 352-8930</div></div>	CLIENT:  <b>JOHN LEMKE D.B.A. LEMKE DEVELOPMENT, INC.</b>	<b>MEADOWLANDS UNIT II</b>		SHEET 10 of 41
DRAWN: RJS							SET 3-4						
CHECKED: RJF							DATE Dec-2021						
APPROVED: ###							PROJ 21068						
	NO.	DATE	BY		REVISION								

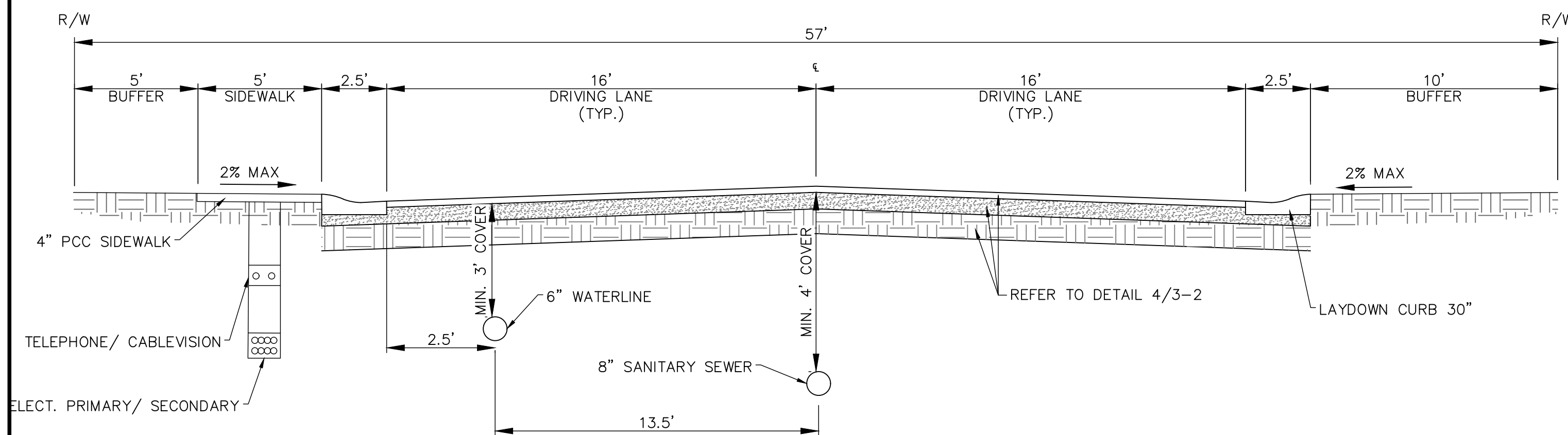




1 JA-ROB HYBRID MINOR COLLECTOR SECTION (LEFT HALF)  
N.T.S.



2 TYPICAL UTILITY SECTION (MEADOWLANDS DRIVE)  
N.T.S.

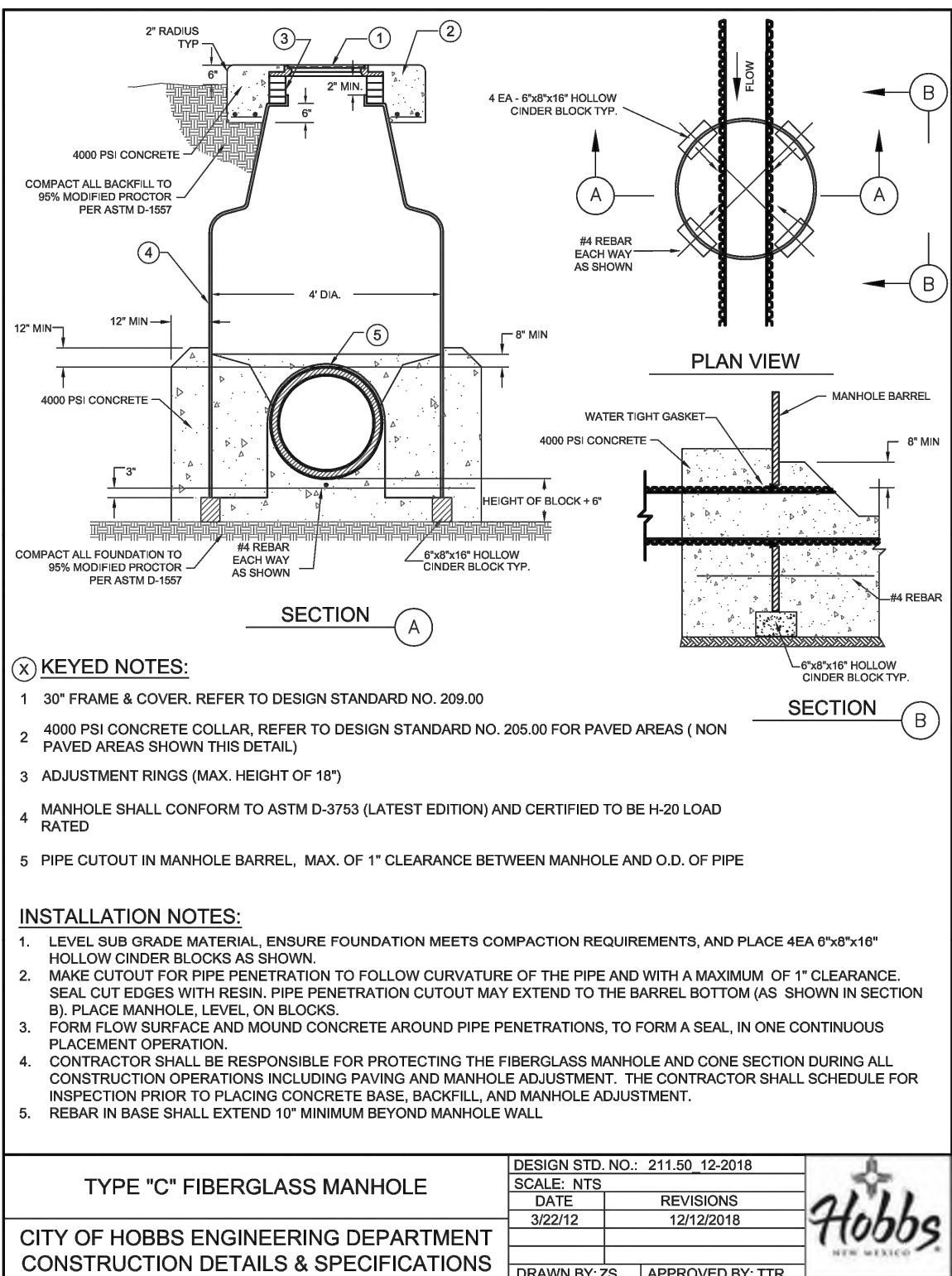
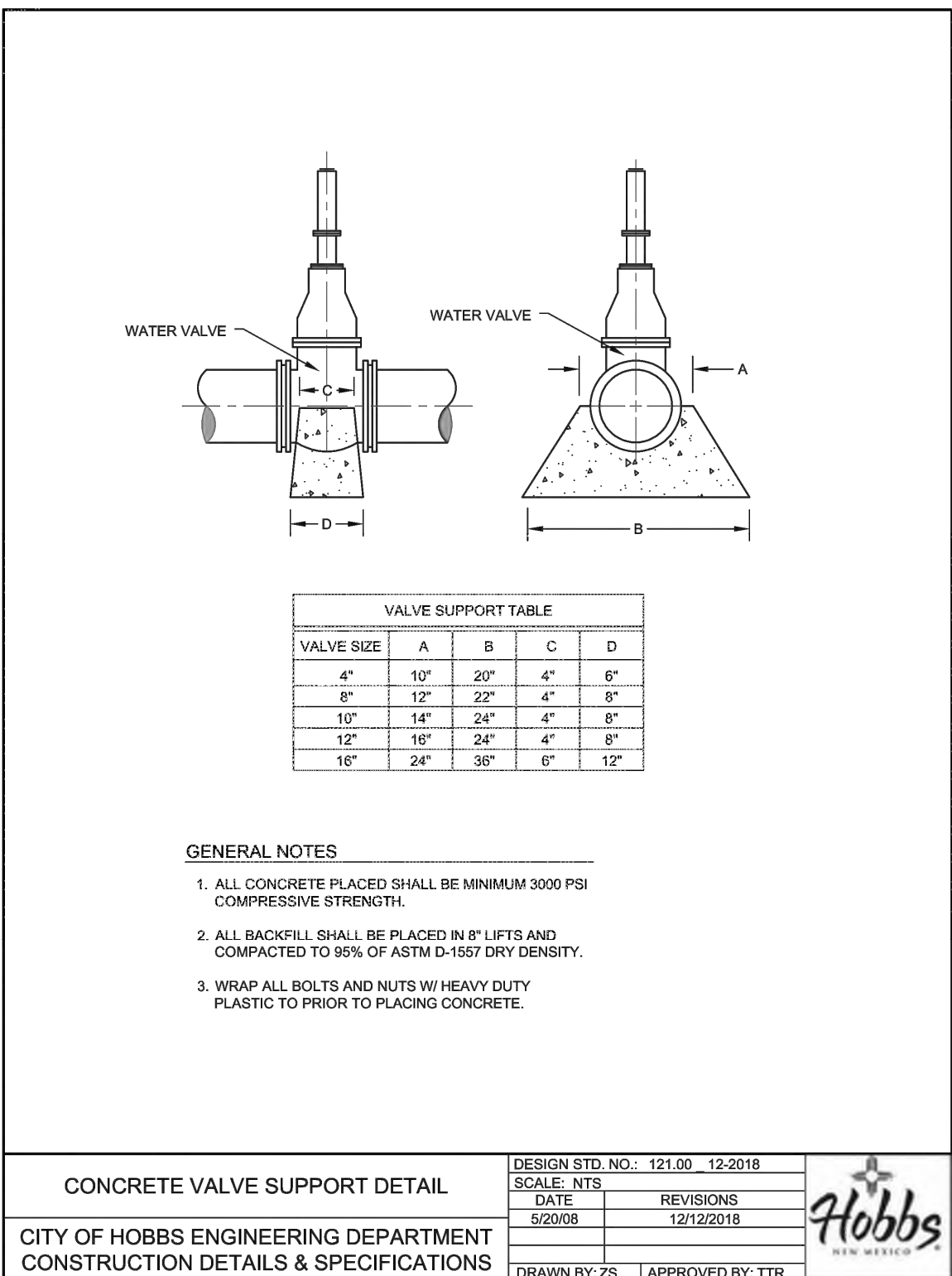


3 TYPICAL UTILITY SECTION (LILY POND ROAD & ROAD 1)  
N.T.S.

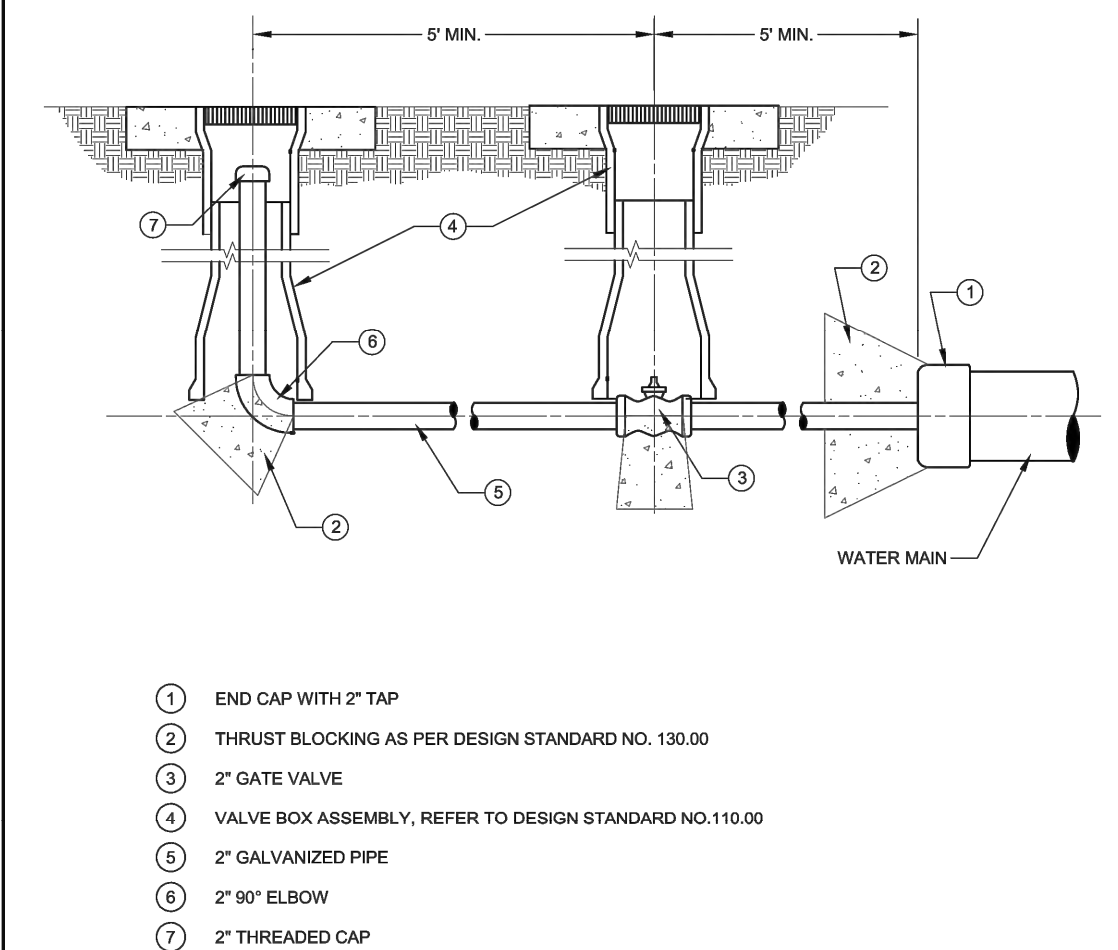
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DRAWN: RJS										SET 3-5
CHECKED: RJF									<b>UTILITY SECTIONS</b>	DATE Dec-2021
APPROVED: ###	NO.	DATE	BY	REVISION						PROJ 21068




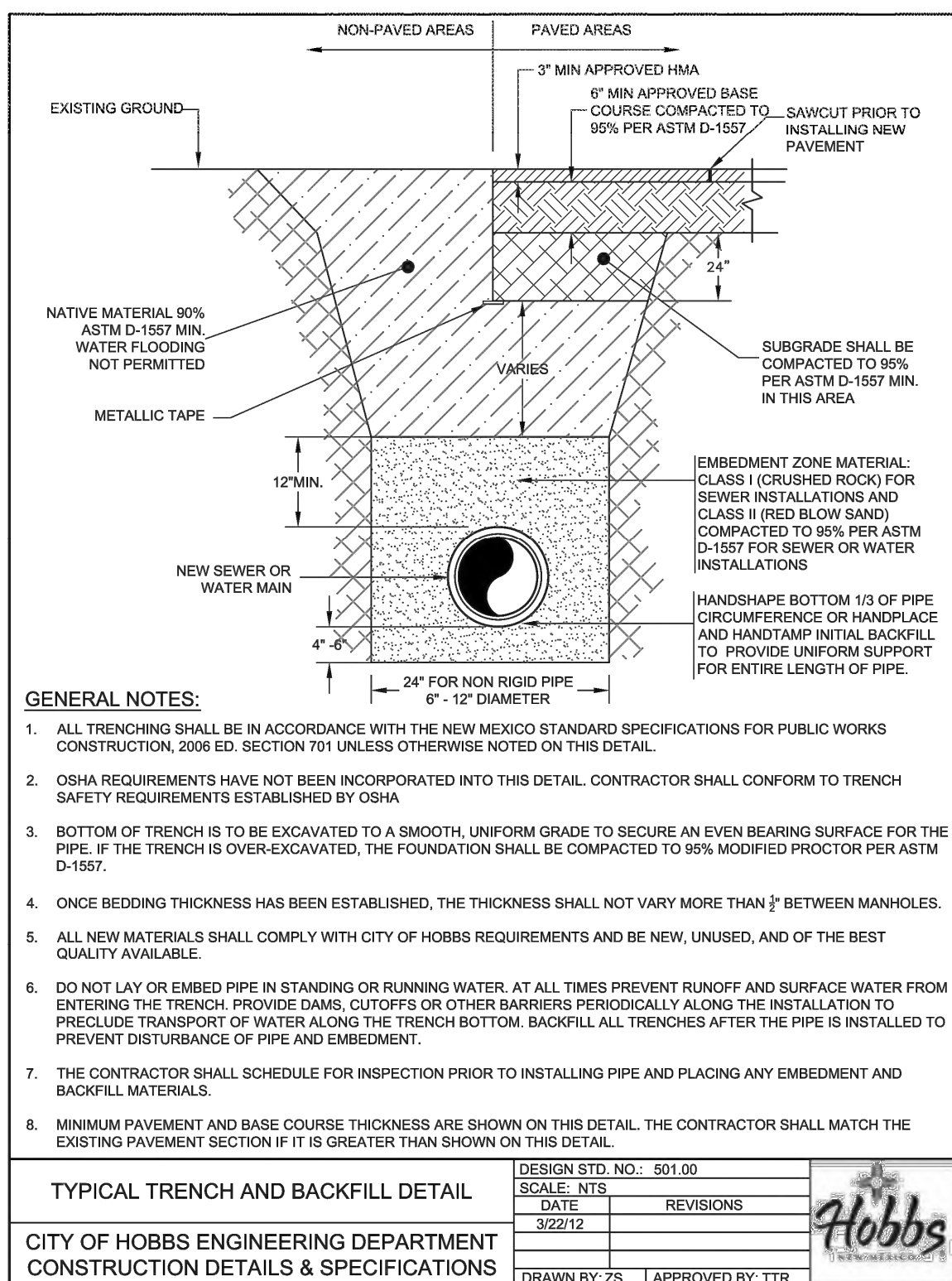
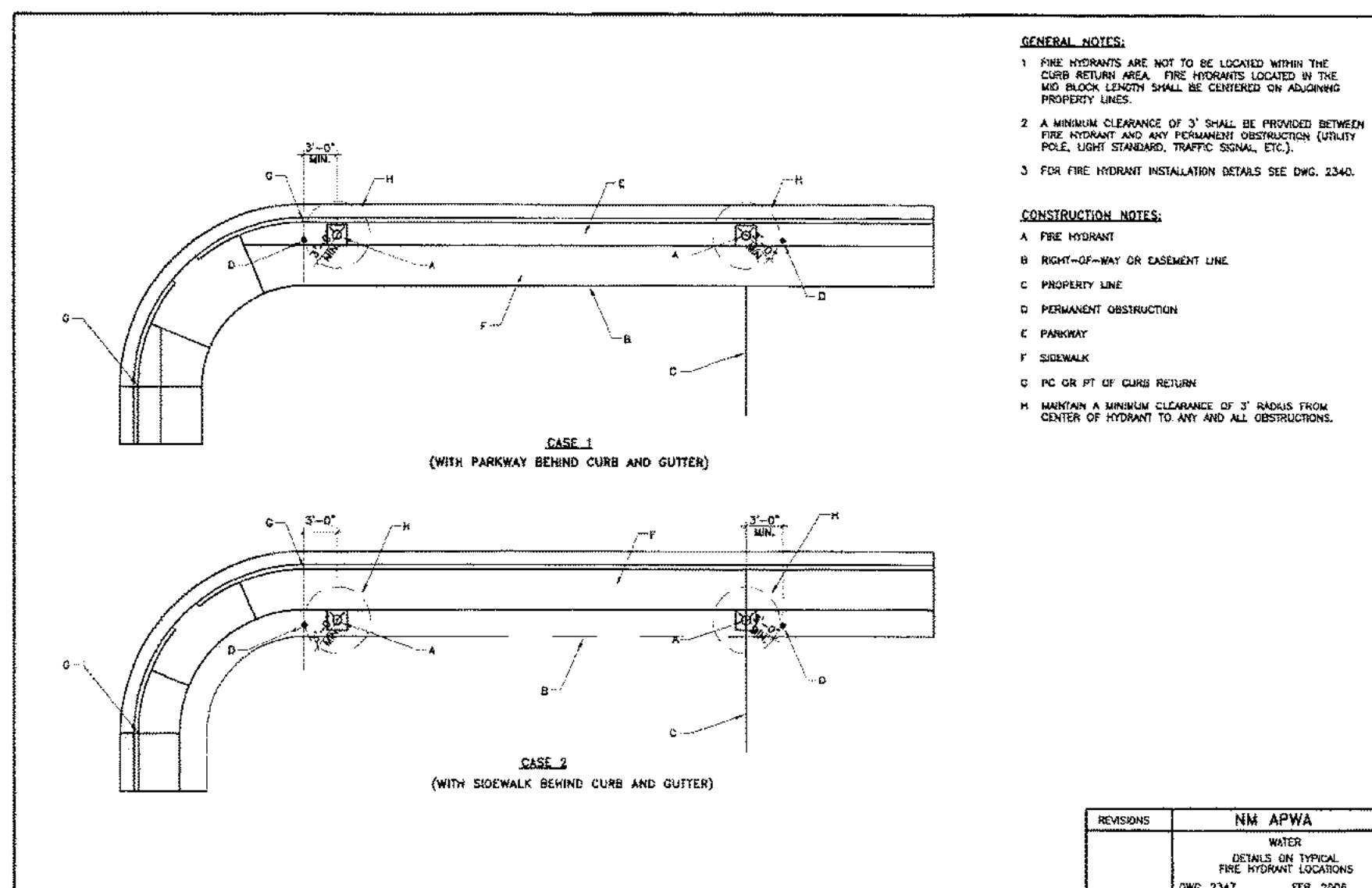







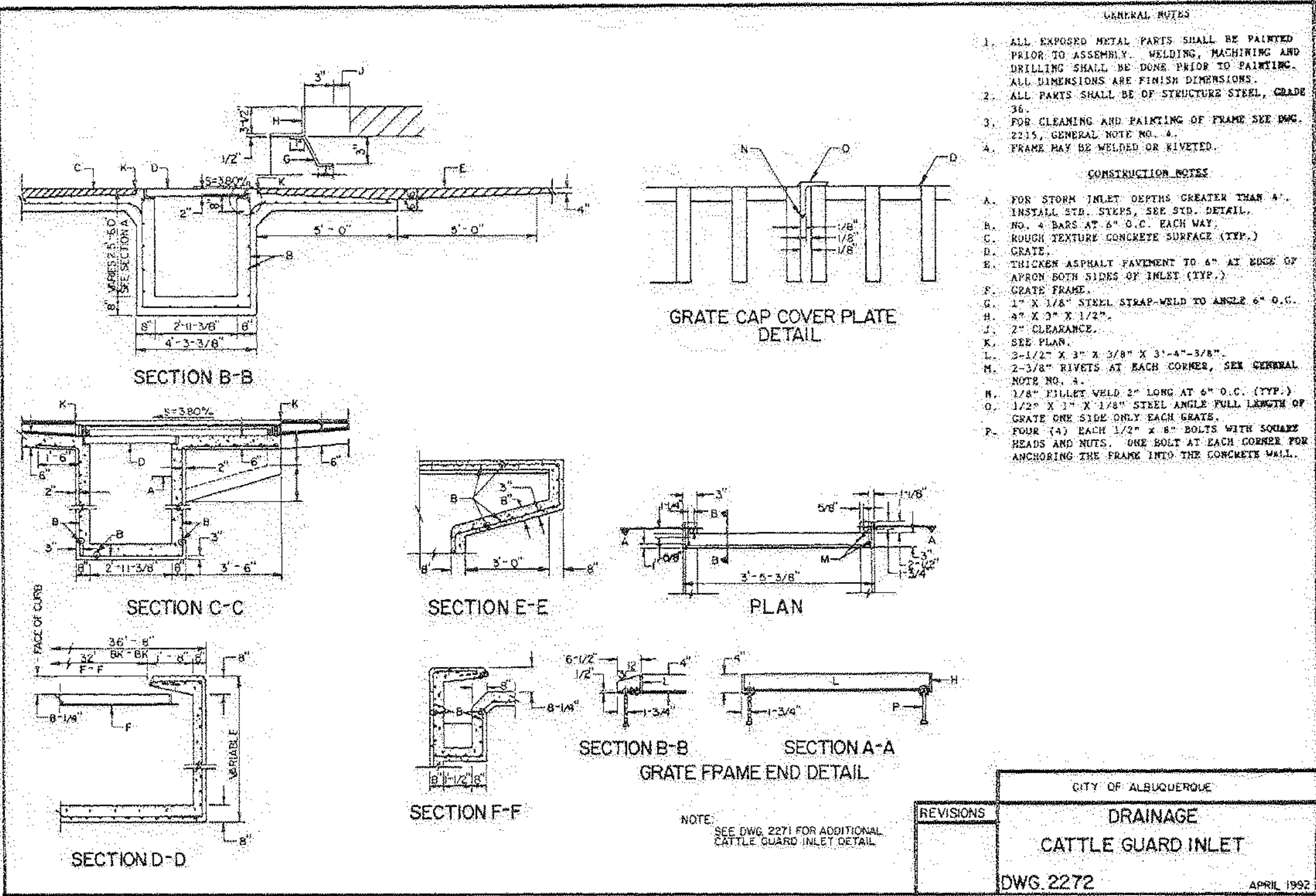
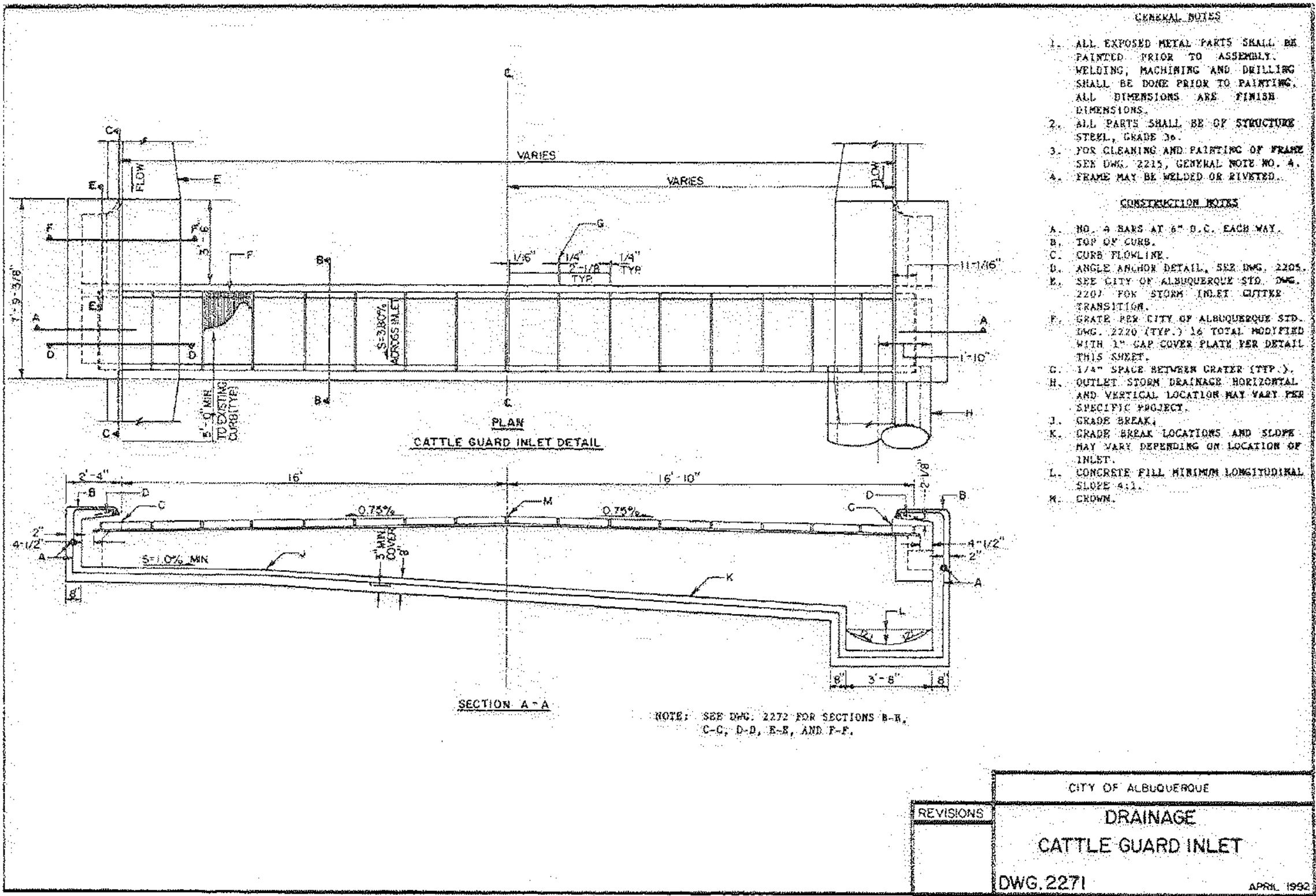
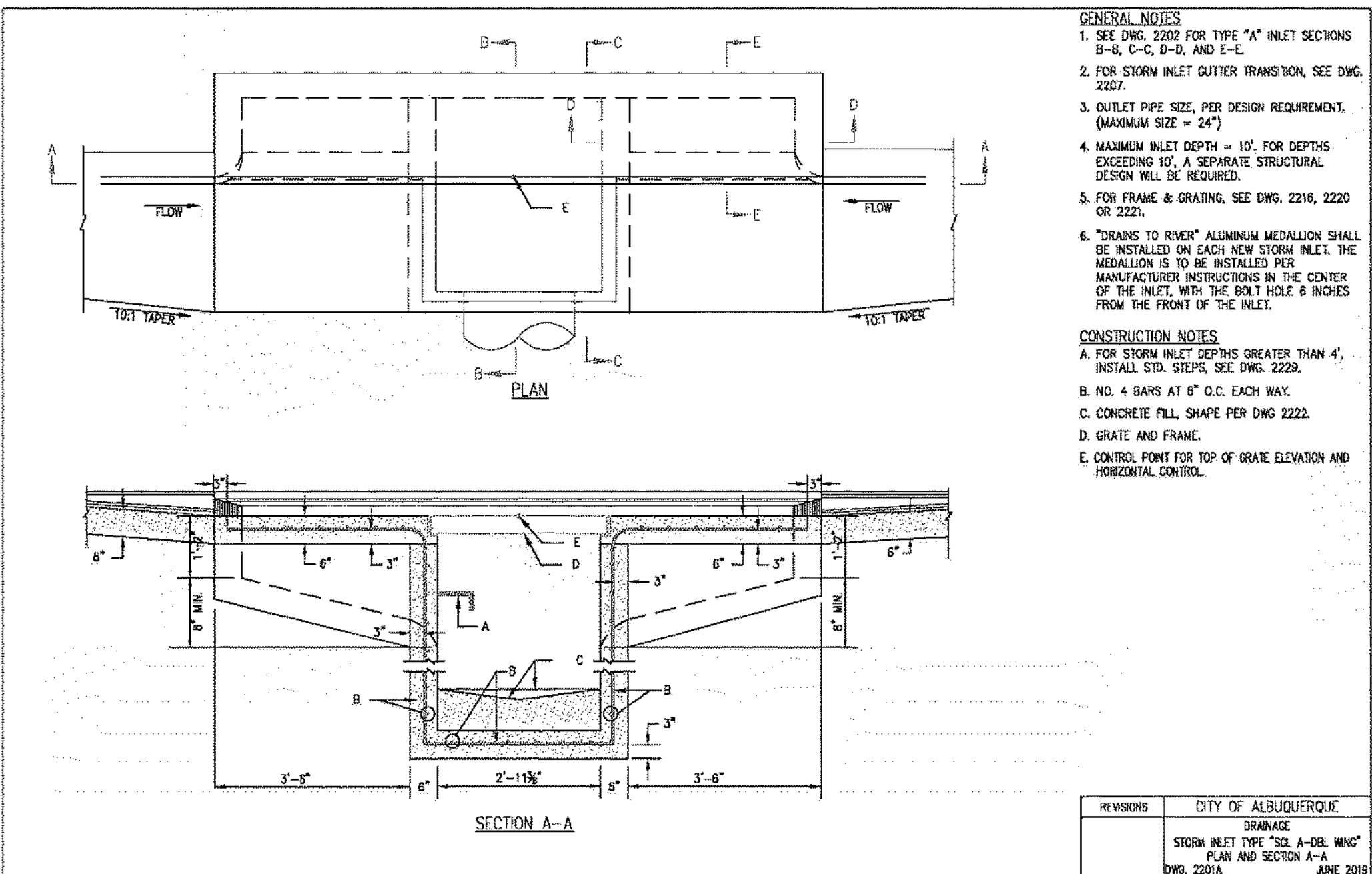
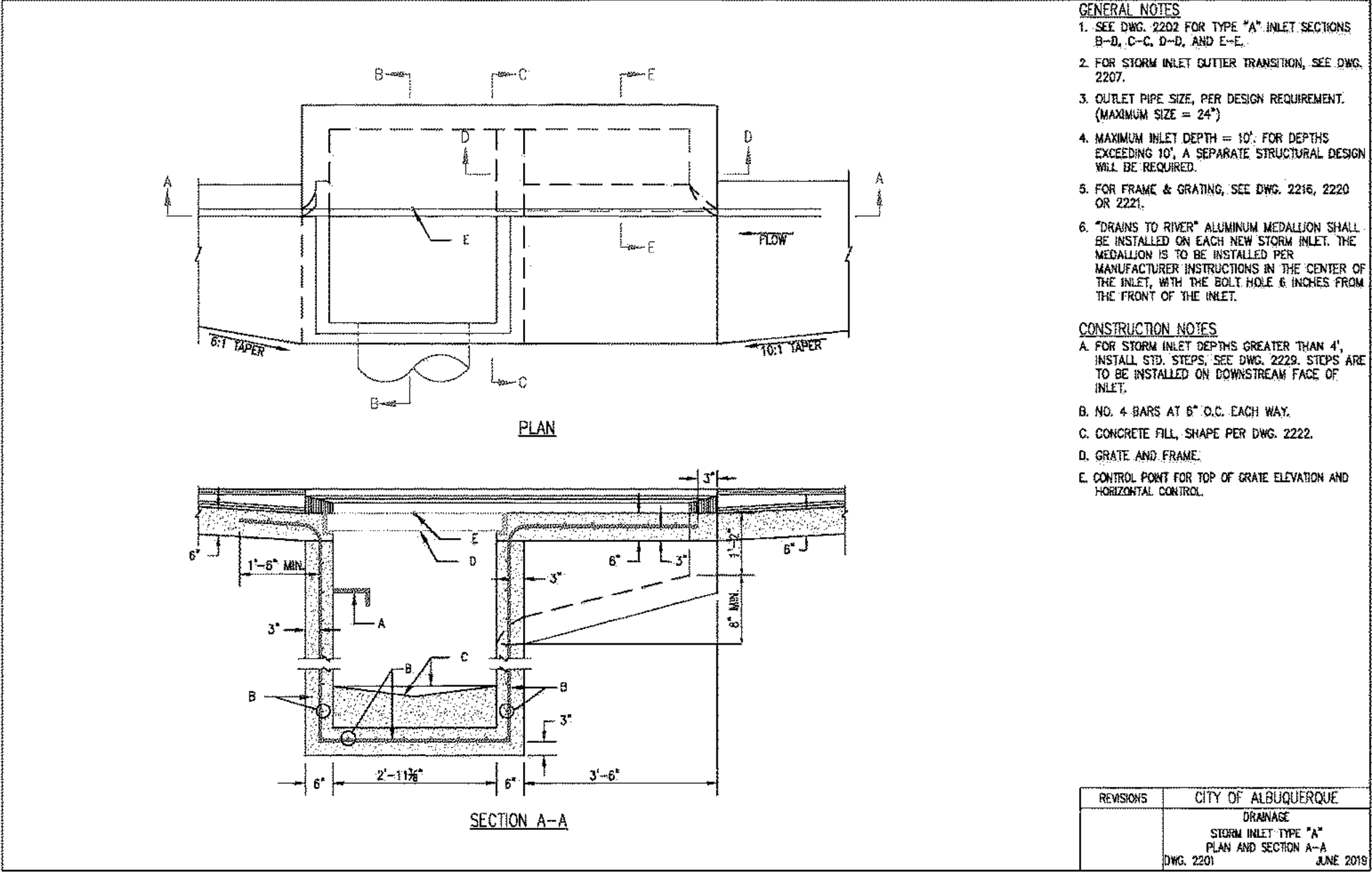


2" BLOWOFF ASSEMBLY	DESIGN STD. NO.: 131.00 12-2018		
	SCALE: NTS	REVISIONS	
	DATE 5/20/08	12/12/2018	
	CITY OF HOBBS ENGINEERING DEPARTMENT CONSTRUCTION DETAILS & SPECIFICATIONS		
DRAWN BY: ZS		APPROVED BY: TTR	



DESIGNED: RJF							BID SET  70%  PLANS	<div> Fierro &amp; Company ENGINEERING   SURVEYING 6300 MONTANO RD NW ALBUQUERQUE, NM 87120 (505) 352-8930</div>	CLIENT:  JOHN LEMKE D.B.A. LEMKE DEVELOPMENT, INC.	MEADOWLANDS UNIT II		SHEET 14 of 41
DRAWN: RJS						SET 3-8						
CHECKED: RJF						DATE Dec-2021						
APPROVED: ###	NO.	DATE	BY	REVISION		PROJ 21068						
										UTILITY DETAILS		





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DESIGNED: RJF					
DRAWN: RJS					
CHECKED: RJF					
APPROVED: ###					
NO.	DATE	BY	REVISION		

BID SET  
70%  
PLANS

**Fierro & Company**  
ENGINEERING | SURVEYING  
6300 MONTANO RD NW  
ALBUQUERQUE, NM 87120  
(505) 352-8930

CLIENT:

**JOHN LEMKE**  
**D.B.A.**  
**LEMKE DEVELOPMENT, INC.**

**MEADOWLANDS**  
**UNIT II**  
**STORM DRAIN DETAILS**

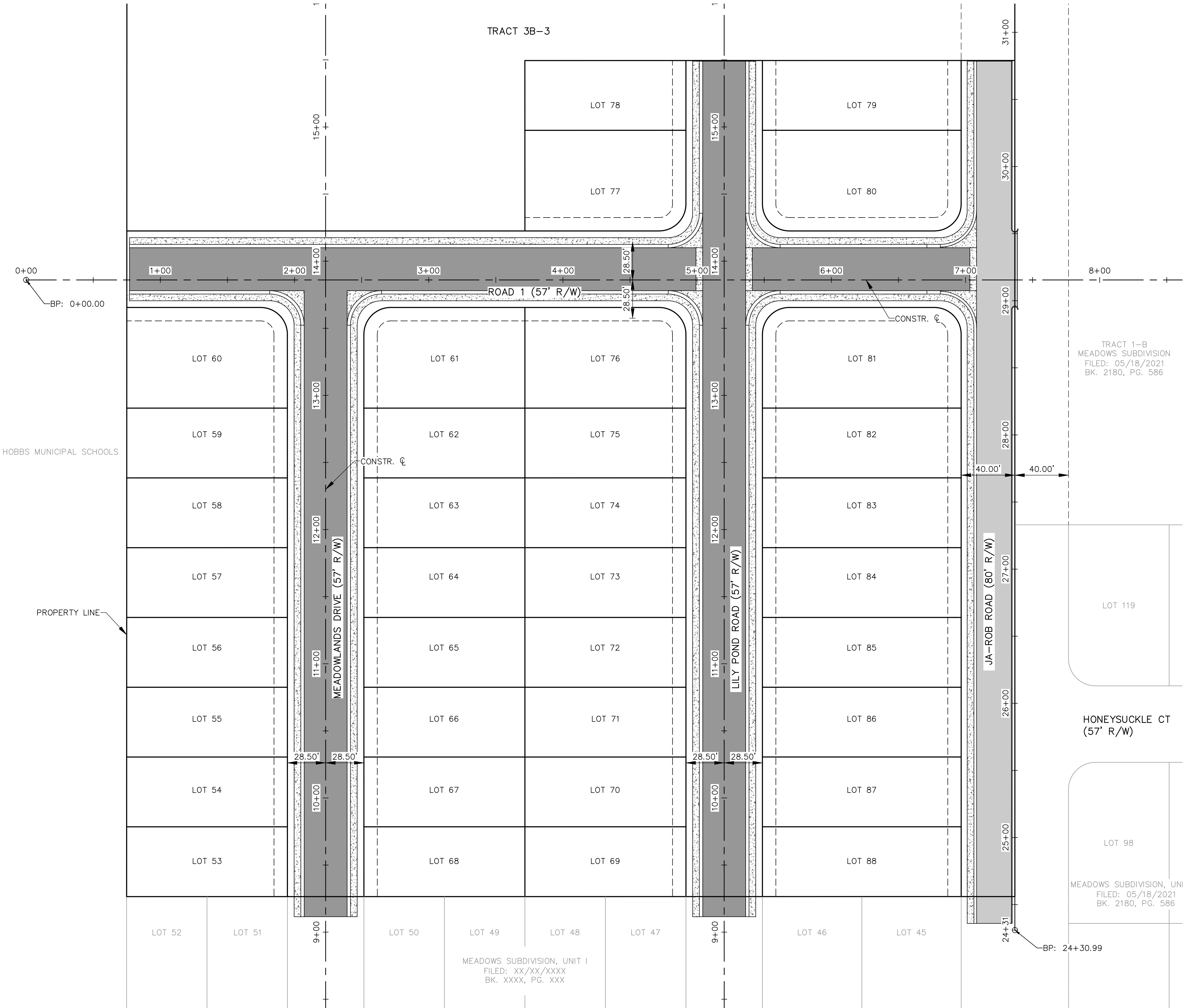
SHEET 15 of 41  
SET 3-9  
DATE Dec-2021  
PROJ 21068

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LEGEND

- H.P.

HIGH POINT
- DROP INLET
- EXISTING PAVEMENT
- NEW PAVEMENT
- LANDSCAPING



DESIGNED: RJF							
DRAWN: JB							
CHECKED: RJF							
APPROVED: ###							
NO.	DATE	BY		REVISION			

BID SET  
70%  
PLANS



CLIENT:

**JOHN LEMKE  
D.B.A.  
LEMKE DEVELOPMENT, INC.**

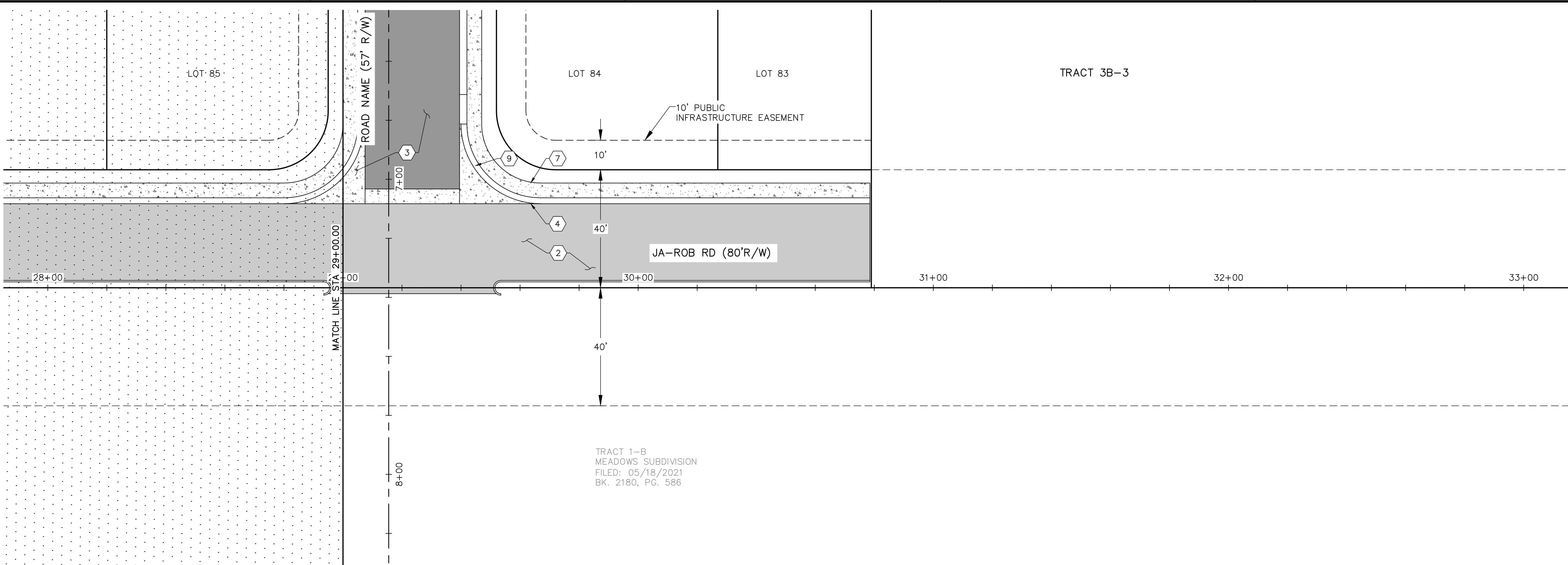
**MEADOWLANDS  
UNIT II**

**COMPOSITE PAVING PLAN**

SHEET 16 of 41  
SET 4-0  
DATE Dec-2021  
PROJ 21068

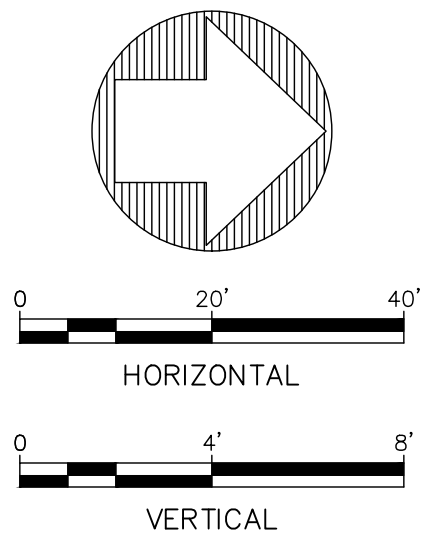
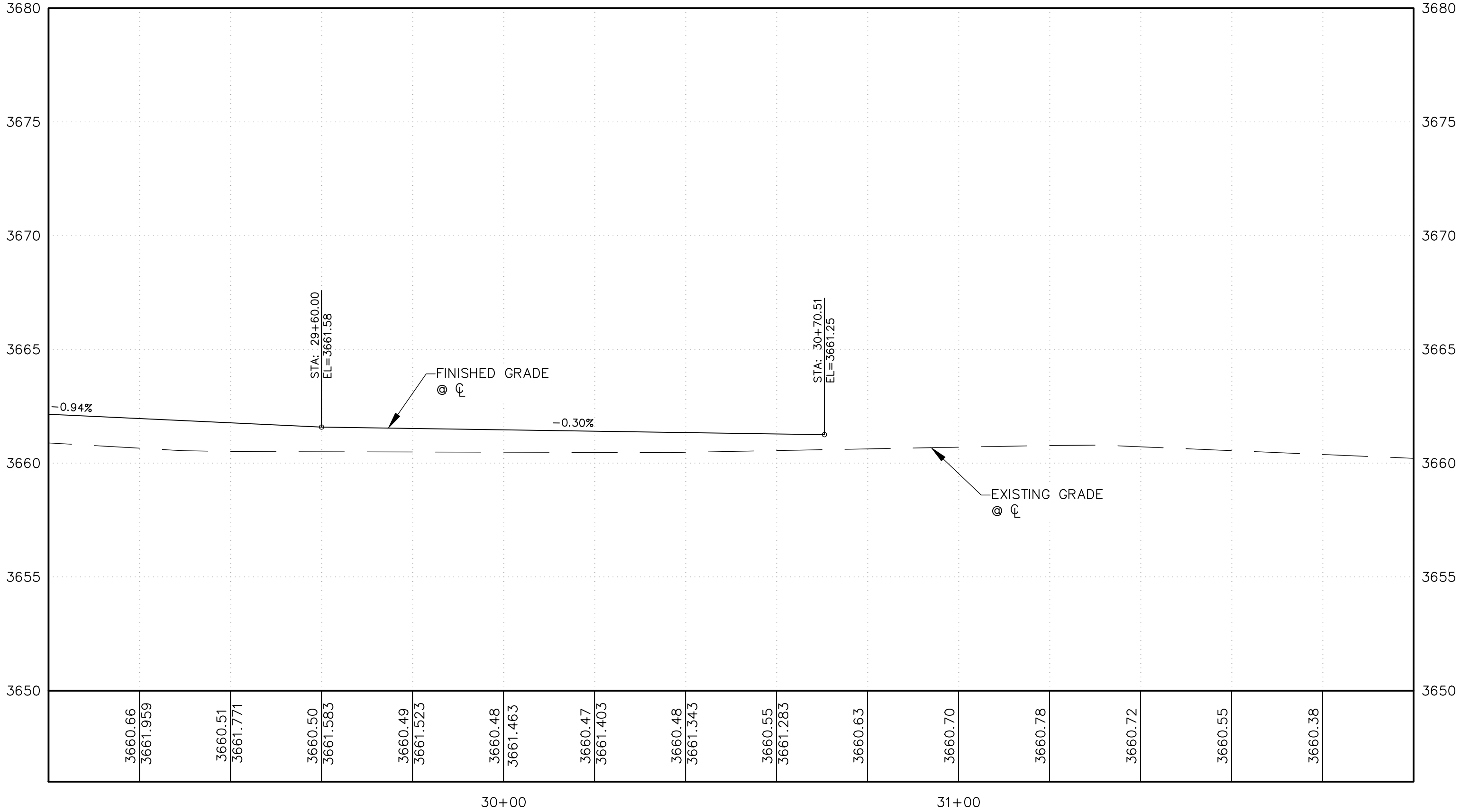


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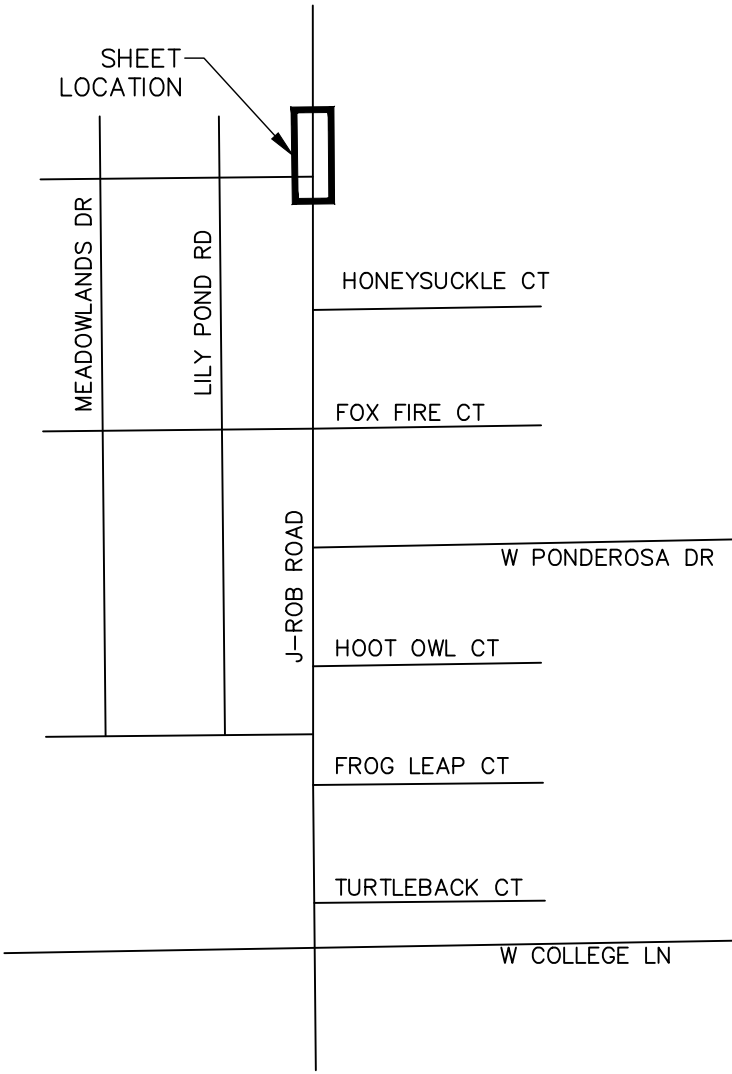


- KEYED NOTES
- 1 EXISTING ASPHALT
  - 2 CONSTRUCT ASPHALT PAVING SECTION (MINOR COLLECTOR) PER DETAIL 2/3-2
  - 3 CONSTRUCT ASPHALT PAVING SECTION (RESIDENTIAL) PER DETAIL 3/3-2
  - 4 CONSTRUCT 6" X 24" (STANDARD) CURB & GUTTER PER C.O.H. DESIGN STD. NO. 310.01
  - 5 CONSTRUCT LAYDOWN CURB 30" PER C.O.H. DESIGN STD. NO. 314.30
  - 6 CONSTRUCT 10' CURB TRANSITION FROM 6"x24" TO LAYDOWN CURB 30".
  - 7 CONSTRUCT TYPICAL SIDEWALK PER C.O.H. DESIGN STD NO. 300.00
  - 8 CONSTRUCT CONCRETE VALLEY GUTTER PER DETAIL 4/3-2
  - 9 CONSTRUCT ADA RAMP - CURB RETURN PER C.O.H. DESIGN STD. NO. 305
  - 10 CONSTRUCT ADA RAMP "PARALLEL CURB RAMP" PER N.M.D.O.T. STD. DWG. 608-001-3
  - 11 CONSTRUCT CUT-OFF WALL PER DETAIL 1/3-2
  - 12 INSTALL STOP SIGN AND STREET NAME SIGN PER MUTCP, AT OWNERS DIRECTION

21068-JA-ROB PROFILE



KEY MAP



DESIGNED: RJF							
DRAWN: RJS							
CHECKED: RJF							
APPROVED: ###							
NO.	DATE	BY	REVISION				

BID SET  
70%  
PLANS



CLIENT:  
**JOHN LEMKE**  
**D.B.A.**  
**LEMKE DEVELOPMENTS, INC.**

**MEADOWLANDS**  
**UNIT II**  
**JA-ROB RD**  
**ROADWAY PLAN & PROFILE**

SHEET 18 of 41  
SET 4-2  
DATE Dec-2021  
PROJ 21068













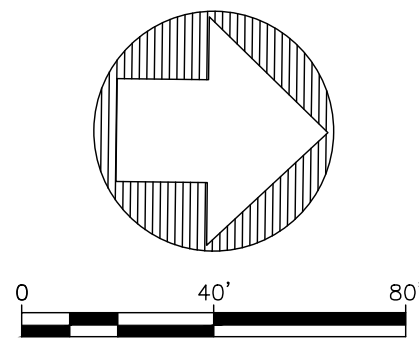




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LEGEND

- NEW SINGLE METER W/ SINGLE BOX
- NEW SANITARY SEWER LATERAL
- NEW WATERLINE MAIN
- NEW SANITARY SEWER MAIN
- ELECTRIC LINE
- EXISTING OVERHEAD ELECTRIC
- EXISTING MAIN WATERLINE
- EXISTING SANITARY SEWER
- EXISTING GAS LINE
- NEW SEWER MANHOLE
- EXISTING SEWER MANHOLE
- EXISTING POWER POLE
- EXISTING STREET LIGHT
- PROPOSED STREET LIGHT
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING WATER VALVE
- PROPOSED WATER VALVE
- NEW CONCRETE



DESIGNED: RJF					
DRAWN: JB					
CHECKED: RJF					
APPROVED: ###					
NO.	DATE	BY	REVISION		

BID SET  
70%  
PLANS



CLIENT:

**JOHN LEMKE**  
**D.B.A.**  
**LEMKE DEVELOPMENT, INC.**

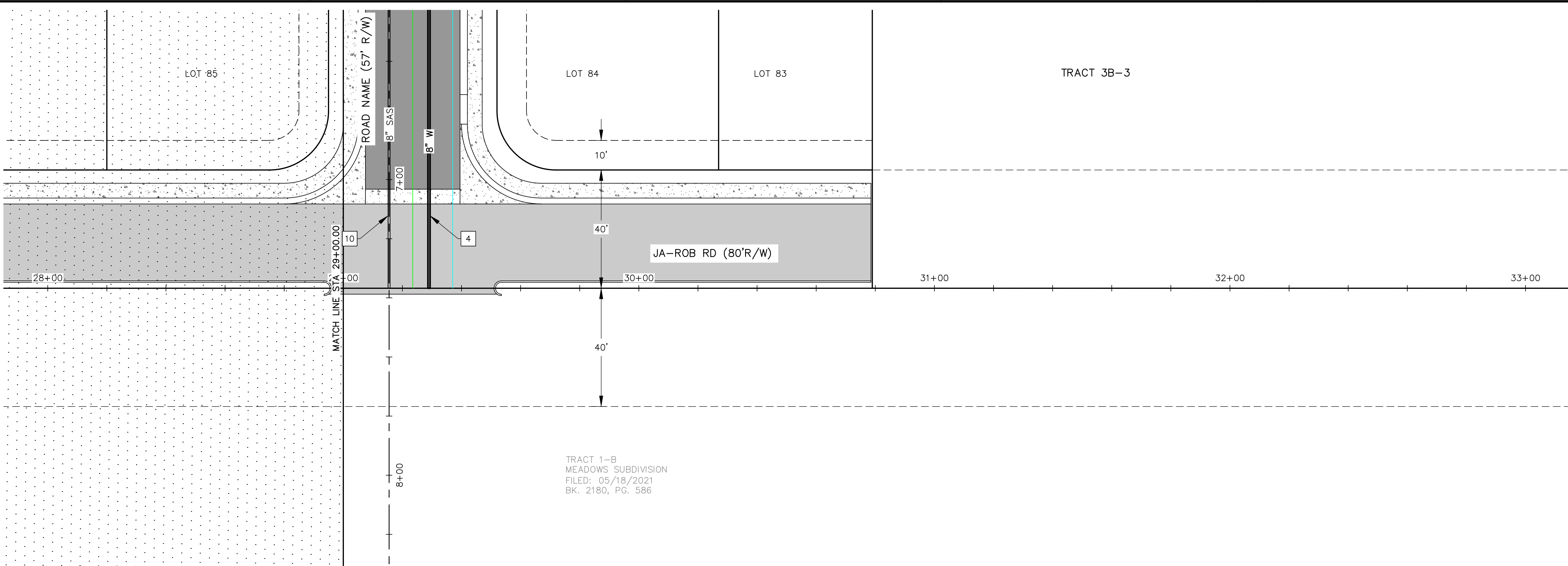
**MEADOWLANDS**  
**UNIT II**  
  
**OVERALL UTILITY PLAN**

SHEET 25 of 41  
SET 5-0  
DATE Dec-2021  
PROJ 21068





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- CONSTRUCTION NOTES
- 1

NEW WATERLINE CONNECTION TO EX. MAIN PER APWA STD. DWG. 2301.
- 2

INSTALL 6" WATERLINE.
- 3

INSTALL 8" WATERLINE.
- 4

INSTALL WATER DISTRIBUTION FITTING.
- 5

INSTALL GATE VALVE AND VALVE BOX PER C.O.H. DESIGN STD. NO. 120.00.
- 6

INSTALL FIRE HYDRANT PER C.O.H. DESIGN STD. NO. 110.00.
- 7

INSTALL CAP AND CONCRETE THRUST BLOCK.
- 8

INSTALL 2" BLOWOFF ASSEMBLY PER C.O.H. STD. DWG. 131.10.
- 9

REMOVE AND REPLACE EX. ASPHALT PAVEMENT PER NM APWA STD. DWG. 2465.
- 10

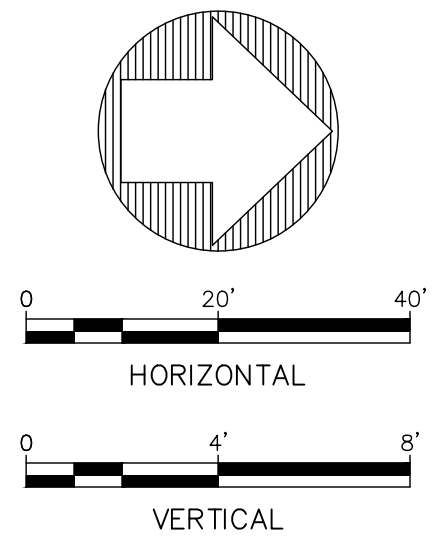
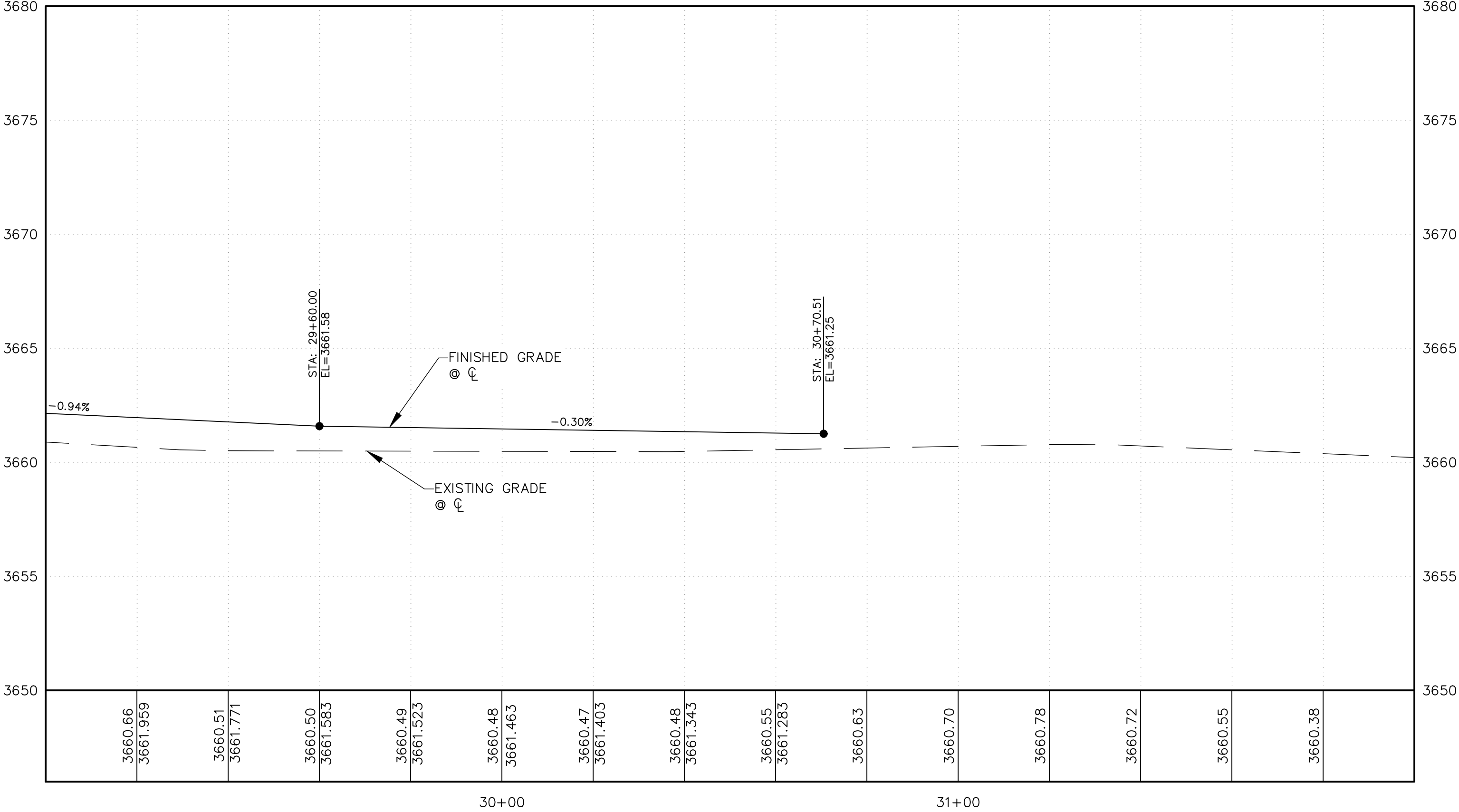
INSTALL 8" SEWER PIPE.
- 11

INSTALL 4' DIA. TYPE "C" FIBERGLASS MANHOLE PER C.O.H. DESIGN STD. NO. 211.50.
- 12

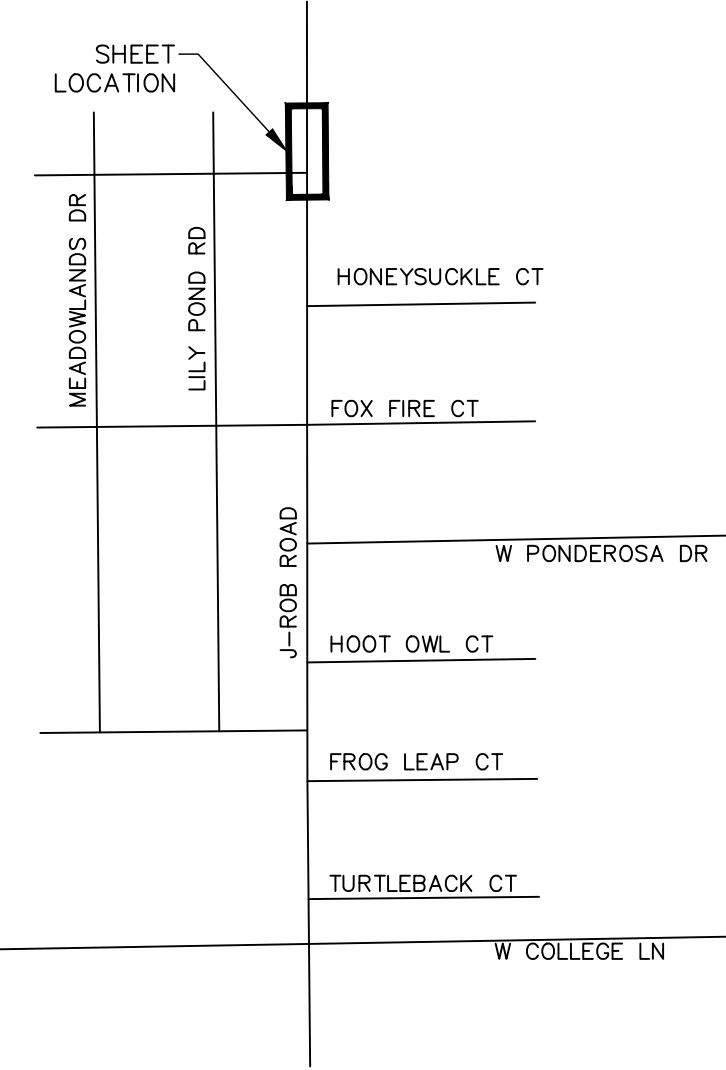
PLUG END AND INSTALL SEWER LINE DEAD-END MARKER.
- 13

CONSTRUCT SEWER ENCASEMENT PER DETAIL APWA STD. DWG. 2140.

21068-JA-ROB PROFILE



KEY MAP



DESIGNED: RJF							
DRAWN: RJS							
CHECKED: RJF							
APPROVED: ###							
	NO.	DATE	BY	REVISION			

BID SET  
70%  
PLANS



CLIENT:  
**JOHN LEMKE**  
**D.B.A.**  
**LEMKE DEVELOPMENTS, INC.**

**MEADOWLANDS**  
**UNIT II**  
**JA-ROB RD**  
**UTILITY PLAN & PROFILE**

SHEET 27 of 41  
SET 5-2  
DATE Dec-2021  
PROJ 21068

















ITEM 6.d -

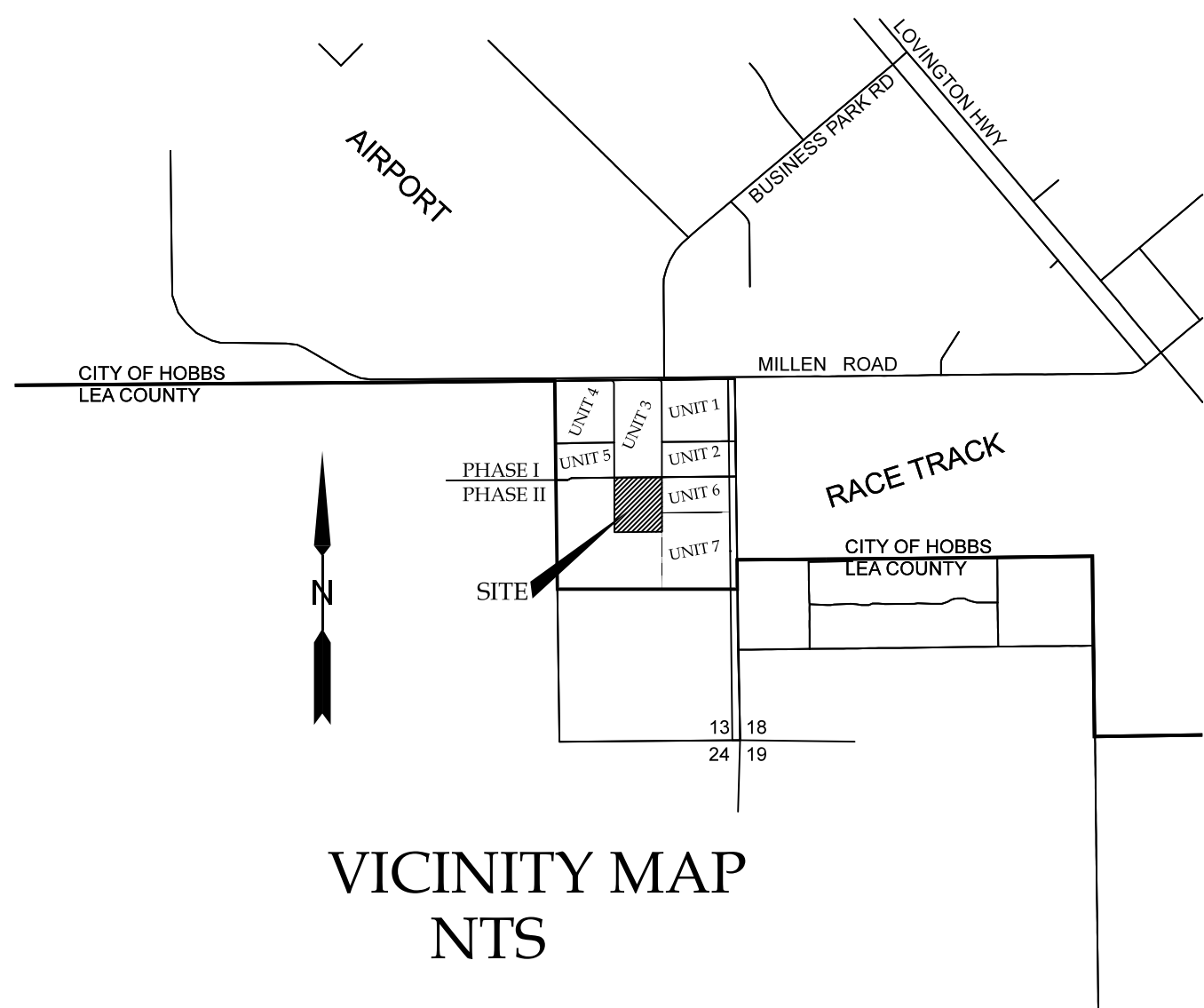
Review and Consider Zia Subdivision Unit 8 – Final Plat Approval



# ZIA CROSSING SUBDIVISION

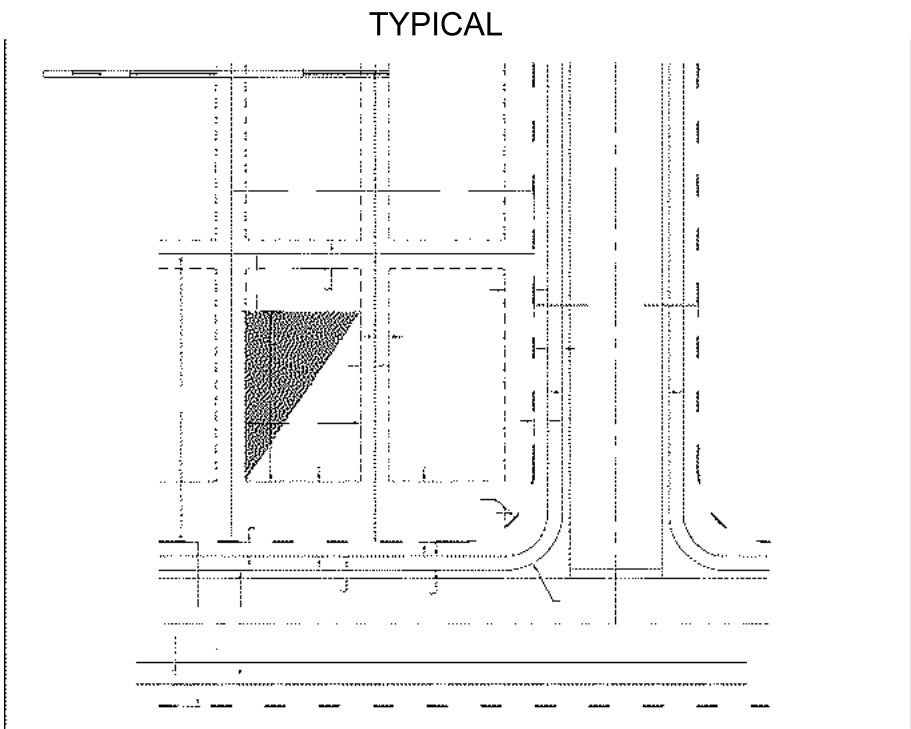
## TRACT 1, PHASE III

CITY OF HOBBS, LEA COUNTY, NEW MEXICO



### NOTES:

1. SET 1/2" REBAR WITH PLASTIC CAP MARKED LS 8685 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 10.00 FOOT SIDE SETBACK LINES APPLY. LOT FRONT SETBACK LINES ARE 21.00 FEET.



### DESCRIPTION AND DEDICATION FOR TRACT 1, PHASE III, ZIA CROSSING SUBDIVISION, HOBBS, NM

ALL THAT PORTION OF THE EAST ½ OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 37 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT BEING THE SOUTH LINE OF UNIT 5 ZIA CROSSING SUBDIVISION, PHASE I AND FROM WHICH THE NORTH ¼ CORNER OF SAID SECTION 13, BEING A CONCRETE MONUMENT WITH BRASS CAP, BEARS N 31°34'25" W A DISTANCE OF 1665.41 FEET AND ALSO FROM WHICH THE E ¼ CORNER OF SAID SECTION 13, BEING A CONCRETE MONUMENT WITH BRASS CAP, BEARS S 56°10'49" E A DISTANCE OF 2167.50 FEET;  
THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF SAID UNIT 5 N 89°28'22" E A DISTANCE OF 698.71 FEET;  
THENCE LEAVING SAID SOUTH LINE S 00°10'42" E A DISTANCE OF 801.01 FEET;  
THENCE S 89°28'22" W A DISTANCE OF 698.71 FEET;  
THENCE N 00°10'42" W A DISTANCE OF 801.01 FEET TO THE POINT OF BEGINNING, AND CONTAINING 12.84 ACRES, MORE OR LESS.

SUBDIVIDED AS THE SAME APPEARS HEREON, WITH ALL RIGHTS-OF-WAY AS SHOWN HEREON DEDICATED TO THE PUBLIC, COMPRISING ZIA CROSSING SUBDIVISION, TRACT 1, PHASE III, 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 AGENT FOR ZIA CROSSING, LLC.

### 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, N.M.P.L.S. 8685 \_\_\_\_\_ DATE \_\_\_\_\_

### CERTIFICATE OF MUNICIPAL APPROVAL:

STATE OF NEW MEXICO) \_\_\_\_\_  
COUNTY OF LEA )

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, TRACT 1, PHASE III, WAS APPROVED BY THE COMMISSION OF THE CITY OF HOBBS BY RESOLUTION No. \_\_\_\_\_ ON THE \_\_\_\_ OF \_\_\_\_\_, 2021 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 \_\_\_\_\_, 2021,A.D. BY THE CITY PLANNING BOARD OF HOBBS, NEW MEXICO.

\_\_\_\_\_  
CHAIRMAN: WILLIAM M. HICKS III

### ACKNOWLEDGMENT :

STATE OF NEW MEXICO) \_\_\_\_\_  
COUNTY OF LEA )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, BEFORE ME PERSONALLY APPEARED DANIEL W. DATTOLA, AGENT FOR ZIA CROSSING, 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: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**FOUR CORNERS SURVEYING, INC.**  
21150 COUNTY ROAD U, CORTEZ, CO 81321  
970-882-4241

DRAWN RAB	DATE 7/21/2021	ZIA CROSSING SUBDIVISION TRACT 1, PHASE III
APPROVED	DATE	CITY OF HOBBS, NEW MEXICO
SCALE NOT TO SCALE	SHEET 1 OF 2	PROJECT NO. 925TR1PH3TITLESHEET

LEA COUNTY SEAL

STATE OF NEW MEXICO  
COUNTY OF LEA

FILED: \_\_\_\_\_, 2021

AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M  
AND RECORDED IN:

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

PAT CHAPPELLE  
LEA COUNTY CLERK

BY: \_\_\_\_\_ DEPUTY

### 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.

i.e. N 89°26'36" E - 2642.09'

ALL DISTANCE SHOWN HEREON ARE GROUND VALUES

ZIA CROSSING SUBDIVISION PHASE III, TRACT 1 = 54 LOTS

TOTAL ACREAGE = 12.84 AC.

N1/4 CORNER SECTION 13  
FOUND CONCRETE  
MONUMENT WITH  
BRASS DISK

BLACK GOLDESTATES, LLC

UNIT 3

LONGTAIL ROAD

BLACK GOLDESTATES, LLC

GREY GHOST ROAD

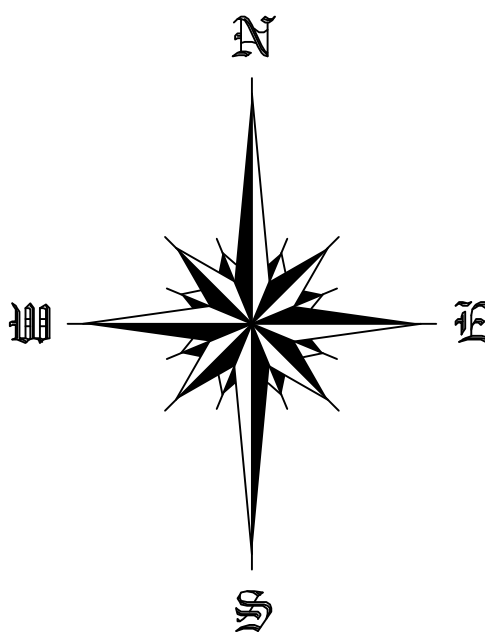
UNIT 7

KING KELLY ROAD

TIE TO  
1/4 CORNER SECTION 13  
FOUND CONCRETE  
MONUMENT WITH  
BRASS DISK

TRACT 1  
PHASE III

BLACK GOLDESTATES, LLC



LEGEND:

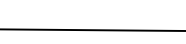
THESE STANDARD SYMBOLS MAY BE FOUND IN THE  
DRAWING.



POINT AS DESCRIBED HEREON



SUBDIVISION BOUNDARY



CENTERLINE OF ROAD

SET 1/2" REBAR WITH PLASTIC CAP LS8685  
AT ALL CORNERS AND BEGINNING AND END  
OF CURVES

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	39.42'	35.46'	S 45°21'11" E	90°20'55"
C2	25.00'	39.12'	35.25'	N 44°38'49" E	89°39'05"
C3	25.00'	39.42'	35.46'	N 45°21'11" W	90°20'55"
C4	25.00'	39.12'	35.25'	S 44°38'49" W	89°39'05"
C5	25.00'	39.42'	35.46'	S 45°21'11" E	90°20'55"
C6	25.00'	39.12'	35.25'	N 44°38'49" E	89°39'05"
C7	25.00'	39.42'	35.46'	S 45°21'11" E	90°20'55"
C8	25.00'	39.12'	35.25'	N 44°38'49" E	89°39'05"
C9	25.00'	39.42'	35.46'	N 45°21'11" W	90°20'55"
C10	25.00'	39.12'	35.25'	S 44°38'49" W	89°39'05"
C11	25.00'	39.42'	35.46'	S 45°21'11" E	90°20'55"
C12	25.00'	39.12'	35.25'	N 44°38'49" E	89°39'05"

ZIA CROSSING PARKWAY = 80' ROW  
KING KELLY ROAD = 57' ROW  
GREY GHOST ROAD = 57' ROW  
LONGTAIL ROAD = 57' ROW  
PADDOCK ROAD = 57' ROW

FOUR CORNERS SURVEYING, INC.  
21150 COUNTY ROAD U, CORTEZ, CO 81321  
970-882-4241

DRAWN RAB	DATE 4/16/2021	ZIA CROSSING SUBDIVISION PHASE III, TRACT 1
APPROVED	DATE	CITY OF HOBBS, NEW MEXICO

SCALE 1" = 60'	SHEET 2 OF 2	PROJECT NO. 925TR1PH3SHT2
-------------------	-----------------	------------------------------



January 13, 2022

Mr. Todd Randall  
City Engineer  
City of Hobbs  
200 E. Broadway  
Hobbs, New Mexico 88240

Re: **Zia Crossing Unit 8**  
**Hobbs, New Mexico**

Dear Mr. Randall:

Periodic inspection indicates that the construction has been completed pursuant to the plans, and specifications.

I recommend the project be accepted.

If you have any questions regarding the project, please contact our office.

Sincerely,

the Ross Group

Philip L. Ross, PE

Cc: Kevin Robinson



ITEM 6.e -

Review and Consider Zia Subdivision Unit 9 – Preliminary Plat Approval

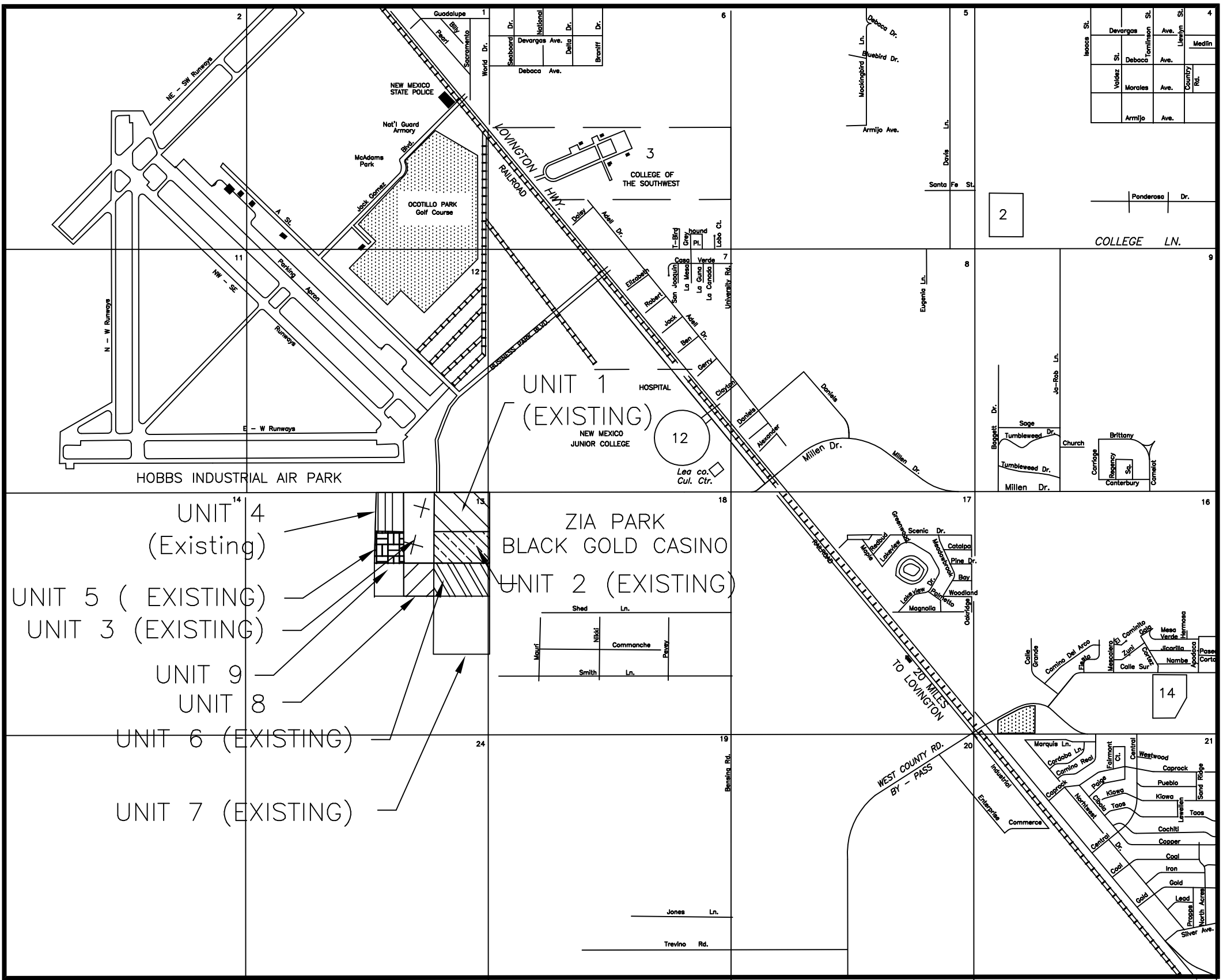
# SUBDIVISION PLANS ZIA CROSSING, UNIT 9

CITY OF HOBBS  
LEA COUNTY, NEW MEXICO  
NE/4 OF SECTION 13, TOWNSHIP 18 SOUTH RANGE 37 EAST

AUGUST, 2021

## INDEX OF SHEETS

SHEET	DESCRIPTION
A1	COVER SHEET, INDEX OF DRAWINGS & LOCATION MAP
A2	GENERAL NOTES & MATERIALS SPECIFICATIONS
A3	MASTER LAYOUT
A4	PRELIMINARY PLAT PROVIDED BY FOUR CORNERS SURVEYING
B1	HOMESTRETCH PLAN & PROFILE
B2	LONGTAIL PLAN & PROFILE
B3	GRAY GHOST PLAN & PROFILE
B4	KING KELLY PLAN & PROFILE
I1	INTERSECTION DETAILS
W1	WATER DETAILS
R1	ROADWAY DETAILS
S1	SEWER DETAILS
U1	UNDERGROUND ELECTRIC/TELEPHONE/CABLE TRENCH LAYOUT (Provided by Xcel Energy)
U2	ELEC/TELE/CABLE TRENCH DETAILS & USPS CLUSTER BOX DETAILS



LOCATION MAP

Not to Scale

SPECIFICATIONS: Street Construction

- All work shall meet or exceed the applicable requirements of the "New Mexico Standard Specifications for Public Works Construction" 1987 Edition (herein--after abbreviated NMSS), except as otherwise specified herein.
- Earthwork shall be considered incidental to the street construction unless otherwise indicated in the bid proposal. All roots and other vegetation shall be removed from areas to be covered by asphalt or concrete. The subgrade shall be accurately shaped to lines and grades as indicated on the drawings and compacted as indicated on the details. Minimum compaction in areas not otherwise shown shall be 90% of the maximum density as determined by ASTM D-1557, Method A.
- All Portland Cement Concrete for pavement shall conform to NMSH&TD Specification-- Section 451 or Section 503, for structures. The contractor shall submit a proposed job mix for the engineer's approval in ample time before placing any concrete.
- Base course materials and placement shall conform to the requirements of NMSH&TD Specification, Section 304--Base Course. The contractor shall submit an aggregate analysis for the engineer's approval in ample time before placing any base course material.
- Prime coat material and placement shall conform to the requirements of NMSH&TD Specifications, Section 408--Prime Coat. The contractor shall submit certification of quality for his proposed material for the engineer's approval in ample time before placing any prime coat.
- Asphaltic concrete surface course material and placement shall conform to the requirements of NMSH&TD Specification, Section 420 OR 422--Plant Mix Bituminous Pavement (Dense Graded or Super Pave). The contractor shall submit a proposed mix design for the engineer's approval in ample time before placing any surface course.
- The water and sewer contractor shall complete his work, including trench compaction and clean--up, in any one street before the paving contractor starts final subgrade preparation for the street construction. Final adjustment to grade of valve boxes and manhole covers, pouring concrete collars, etc., shall be left for the paving contractor.
- All construction, including compaction, shall be guaranteed for a period of 12 months after completion of construction.

SPECIFICATIONS -- Water and Sewer Systems

- All work shall meet or exceed the applicable requirements of the "New Mexico Standard Specifications for Public Works Construction", 1987 Edition (herein--after abbreviated NMSS), except as otherwise specified herein.
- Manufacturer's brochure cuts, and certificates of quality where applicable, shall be submitted for the engineer's approval for all items installed on the job.
- Water mains shall be PVC Water Pressure Pipe, Class 150, DR 18, C--900 water pipe as specified in NMSS Section 121, joints may be either mechanical or push--on type except where otherwise specifically indicated, or shall be Polyethylene Water Pressure Pipe, DR 17 as specified by AWWA C--906.
- The use of tapping sleeves for connection to existing mains or repair sleeves will not be permitted except with the express permission of the engineer for each instance.
- Water service lines shall be 1" diameter, polyethylene tubing and accessories shall conform with NMSS Section 560.2 -- Water Service Pipe.
- All sections of new water mains shall be hydrostatically tested in accordance with AWWA C--600, Sec. 13, in the presence of the engineer and a city representative. The contractor shall furnish all equipment and labor required to make the tests. The mains shall be tested with the service connections complete in place. The leakage shall not exceed the calculated allowable leakage as specified in test sheet 801.16.2 in NMSS Section 801. The contractor shall locate and repair all leaks until there are no visible leaks and the overall leakage is within the specified maximum.
- Sanitary sewer pipe shall be Polyvinyl Chloride (PVC) pipe, DR 35, as specified in the NMSS Section 121.
- Manholes shall be constructed with precast reinforced concrete sections conforming to ASTM C--478. Block manholes are expressly prohibited. All portland cement concrete and mortar used in manhole construction shall utilize Type II cement. Care shall be taken to properly finish manhole inverts.
- The water and sewer contractor shall complete his work, including trench compaction and clean--up, in any one street before the paving contractor starts final subgrade preparation for the street construction. Final adjustment to grade of valve boxes and manhole covers, pouring concrete collars, etc., shall be left for the paving contractor.
- All watermains shall be chlorinated as specified in NMSS Section 801.17. Each service connection shall be operated to thoroughly flush the lines on completion.
- All construction, including compaction, shall be guaranteed for a period of 12 months after completion of construction.
- All service line connections for water and sewer shall be made with fittings specifically for the material used, and as per the manufacturer's installation requirements.

NOTES -- Water and Sewer Construction

- Sewer services shall be located 5 feet ± down--stream from the center of the lot frontage except where otherwise indicated on the plans. Opposing connections shall be spaced at least 4 feet apart along the sewer mains. Water services shall be located 5 feet ± upstream from the common lot lines except where otherwise indicated on the plans, and 10 feet minimum away from the sewer services. Water taps shall be spaced at least 2 feet apart on the water mains.
- Stationing is as shown on the plan and profile sheets.
- Water mains shall not be located less than 10 feet away from sewer lines nor closer than 3 feet to the lip of the curb and gutter, except where lines cross.
- Where a water line passes beneath or less than 18 inches above a sewer line, the sewer line shall be encased in concrete 6 inches thick as shown in the "Standard Details" for at least 10 feet on each side of the water line, or the sewer line shall be Ductile or Cast Iron Pipe with pressure--type joints for 10 feet on each side of the water line. This shall also apply where a parallel water line is less than 10 feet horizontally and less than 2 feet above the sewer.

GENERAL NOTES:

- Testing of construction materials, including subgrade compaction, shall be performed as required by the engineer and at the expense of the owner, except that the contractor shall pay for any re--testing required. The contractor shall cooperate in allowing opportunity for testing and furnishing samples and job site assistance as required. The contractor shall furnish manufacturer's certificates of quality as required.
- The contractor shall maintain a reasonably clean job site throughout the construction period and at completion shall remove all debris and dress up all areas disturbed by his operations.
- Measurement and payment of the various items of construction shall be made by the units indicated in the bid proposal and at the unit prices bid, work and materials not specifically called out in the bid proposal shall be considered incidental to the nearest associated item listed in the proposal.
- The contractor shall do his own layout and construction staking from bench marks and and centerline reference points furnished by the owner. The contractor shall be responsible for properly referencing all triangulation stations, bench marks, monuments, and grant markers, section corners, or other permanent reference marker, that may be destroyed during the construction of this project. The Project Manager, at the contractor's expense, shall reference and reset destroyed monuments according to government regulations and state law. Design survey for Owner provided by John West Surveying Company.
- Haul shall be considered incidental to construction, and no direct payment shall be made.
- For estimating purposes only, earthwork quantities are based on a shrinkage factor of 0% in roadway embankment and 0% swell in roadway excavation.
- No underground utilities (water or sewer) shall be backfilled prior to inspection and approval by the ENGINEER. Any backfill placed prior to inspection and approval will be removed at the contractor's expense.
- Locations of all existing utilities shown were taken from record drawings or field surveys and are located as accurately as possible from information available. It will be the contractor's responsibility to protect, maintain in service, and at points required, verify exact locations of these utilities during construction operations of this project.
- The contractor shall never unnecessarily interfere with or interrupt the services of any public utility having property within or adjacent to the construction area. He shall give all public utility companies a reasonable notice in writing, in no event less than 48 hours, for any work that he contemplates would interfere in any what whatsoever with the service of any existing public utility and city--owned facility.
- When construction under this project connects to existing improvements the contractor shall build an easy--riding connection.
- When abutting new pavement to edges of existing pavement, the existing pavement shall be cut a straight neat edge and tack coat shall be applied to edges of existing pavement prior to beginning of new pavement operations.
- The Contractor shall coordinate any work required by others in the construction area with the construction of this project.
- No underground utilities (water or sewer) shall be backfilled prior to inspection and approval by the CITY OF HOBBS. Any backfill placed prior to inspection and approval will be removed at the contractor's expense.
- Where proposed elevations in the plans are shown with two digits preceeding the decimal, it shall be assumed that 3600 feet is to be added.
- All concrete shall contain fiber reinforcement. Fiber reinforcement shall be virgin polypropylene strands approximately 3/4 inches in length, mixed into the concrete at a rate of 1.5 pounds per cubic yard or fibers shall be Anti--Crack HD (AR glass fibers) as manufactured by Saint--Gobain Vetrotex America and mixed into the concrete at a rate of 1.0 pounds per cubic yard (fiber length 3/4 inch). Use of fiber reinforcement does NOT substitute for any structural reinforcement required by teh project drawings and contract documents. No separate measurement or payment will be made for fiber reinforcement, it shall be considered incidental to the item being installed.
- Construction will not be considered complete until all drainage structures, including new curband gutter, are tested flowing and found satisfactory by the project manager. Finished concrete grade tolerance shall not deviate from those shown on the plans by more than =/-- 0.002 feet. This shall be considered incidental to the construction of this project.

MATERIAL SPECIFICATION:

Materials and equipment used in the installation of water and sewer improvements shall be in accordance with the City of Hobbs standards and shall be new and unused, manufactured in compliance with standards published by the American Society for Testing and Materials (ASTM), the Americal Water Works Association (AWWA) or other published applicable standards.

Where specific items are called for by name, make, or catalog number such reference shall be interpreted as establishing a standard quality and not construed as limiting competition. The use of substitutes is permissible in most cases, provided written requires and proper certification are submitted to the ENGINEER for review and approval prior to Bid Opening for City of Hobbs approval.

SANITARY SEWER

Collector: PVC, SDR 26 (under 18" Dia.) (Stiffness of 46 for over 18" Dia.), push--on, gasketed (or glued) sewer pipe.

Service: PVC, SCH 40 or SDR 21, push--on, gasketed (or glued) sewer pipe.

Fittings: PVC, SCH 40, push--on, gasketed sewer pipe,

Manholes: Fiberglass (preferred) or Precast reinforced concrete, 4 ft. inside diameter, type "C" Concentric manholes.

Manhole rim and Lid: A. Vented in pavement areas, East Jordan Iron Works #41430120A01 or approved equal. Frame & cover shall be AASHTO H--20 load rated, Ductile Iron castings shall be grade 70--50--05 conforming to ASTM A536 (latest edition), Grey Iron castings shall be CL35 conforming to ASTM A448 (latest edition), frame & cover to be uncoated. (See Details) B. Sealing in drainage swale and bar--dich areas, shall be as required by the City of Hobbs.

Force Mains: HDPE DR 13.4 C--906 (WPR 130 psi) or PVC DR 14 Class 200 C--900 (WPR 145 psi).

POTABLE WATER

Distribution Lines: PVC, DR 18, Class 150, C--900 push--on, gasketed water pipe -- OR -- HDPE, DR 17, C--906 blue or blue stripe.

Fittings: Mechanical joint (MJ), class 250 or 350 S.S.B. type, ductile iron pipe fittings for PVC. Polyethylene fittings may be MJ or fused fittings, ductile iron pipe sizes. All HDPE pipe shall utilize MJ adapters when connection to Ductile Iron Fittings. Mega Lug restrained fittings shall be used along with concrete thrust blocking. Valves may be FL X MJ when connected at fittings.

Gate Valves: Mueller bonded resilient seat, non--raising stem type, mechanical joint, fuse bonded epoxy coated inside and out, 2 inch operating nut, opens counter--clockwise. Valves may be FL x MJ when connected at fittings.

Fire Hydrants: Kennedy Guardian -- K81D Main valve fire hydrant, Exterior painted "chrome yellow" as per NM APWA specs.

Valve Boxes: Tyler 461S, or equal

Water Meter Box -- Regular Meter Box -- East Jordan product number 32234002A04, round 18" x 18" and DFW Plastics Inc. plastic blue cover product number (18AMR--49).



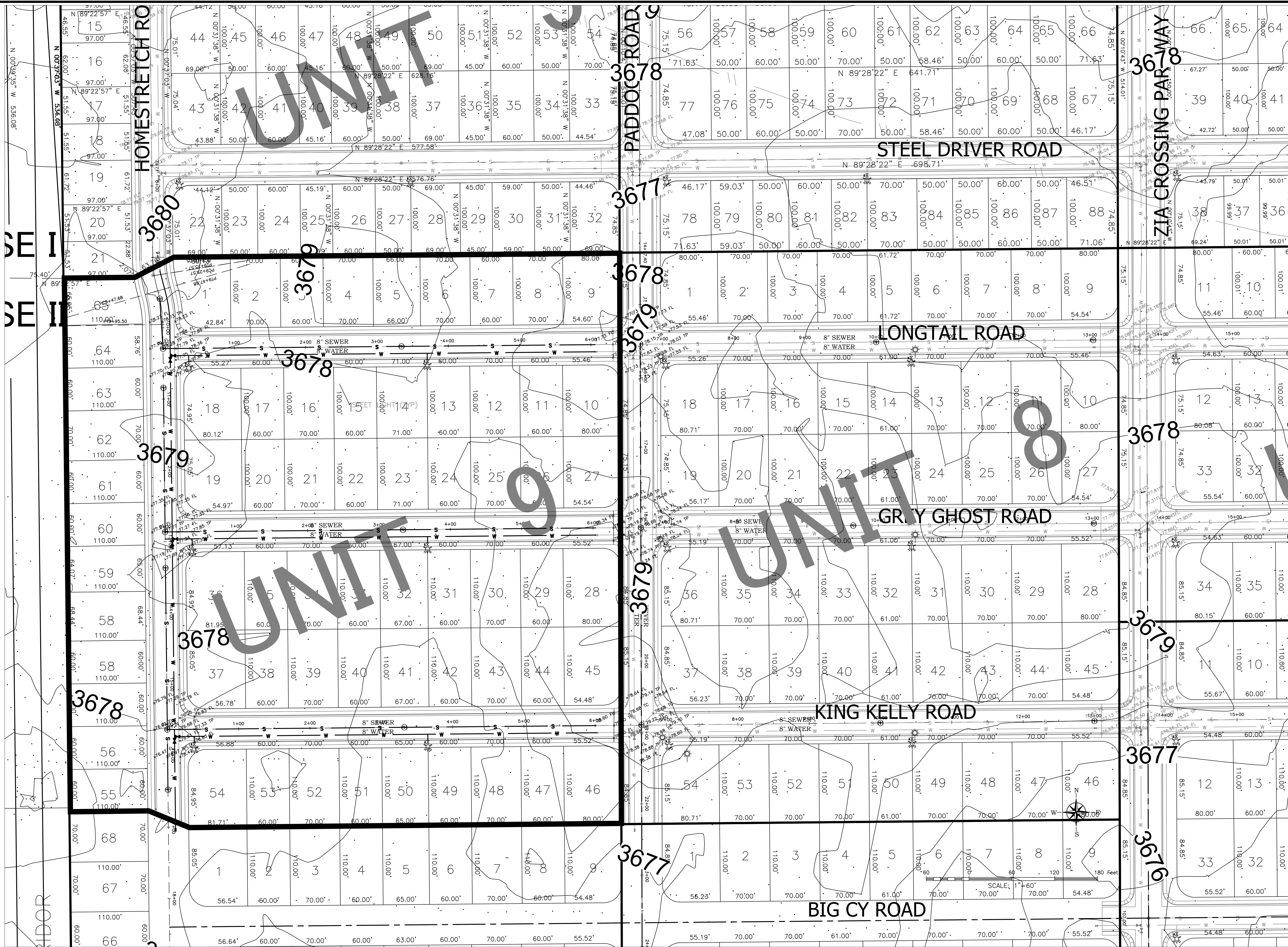
NO.	DATE	REVISIONS:				BY	CHK	ENGR	APP.
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2									
3									
4									
5									

ZIA CROSSING, LLC  
ZIA CROSSING UNIT 9  
GENERAL NOTES AND  
MATERIALS SPECIFICATIONS

the ROSS GROUP  
CONSULTING ENGINEERS  
410 N. DAL PASO  
HOBBS, NEW MEXICO 88240  
(575) 392-7918 TELE.  
(575) 392-9114 FAX

Drawn By: PLR      Checked by: PLR  
Date: 8-4-21      Disk: ZIA8  
File Name: GEN NOTES      Job No.:  
SHEET  
A2  
A2 of A4 sheets





ORIGINAL DRAWING SIZE 24" X 36"

Drawn By:		Checked by:	
SMM		PLR	
Date:	7/26/2021	Disk:	GENERAL
File Name:	Job No.:		
BASE			
SHEET			
A3			
A4 of A4 sheets			

ZIA CROSSING UNIT 9	
MASTER LAYOUT	

the ROSS GROUP	
CONSULTING ENGINEERS	
410 N. DAL PASO	
HOBBES, NEW MEXICO 88240	
(575) 392-7918 TELE.	
(575) 392-9114 FAX	

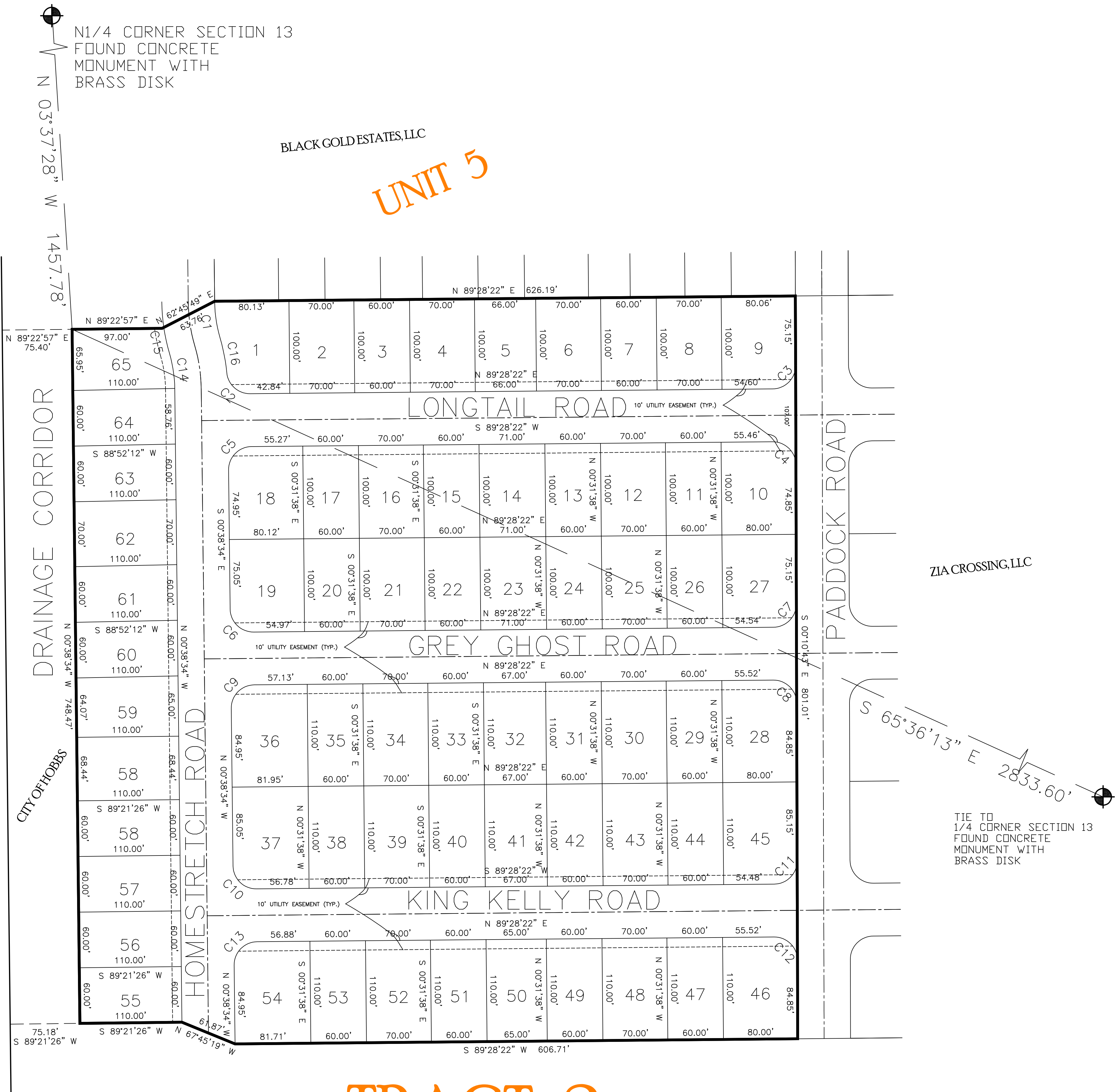
REVISIONS:	
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BY		CHK		ENGR		APP.	



ZIA CROSSING SUBDIVISION TRACT 2, PHASE III, = 65 LOTS

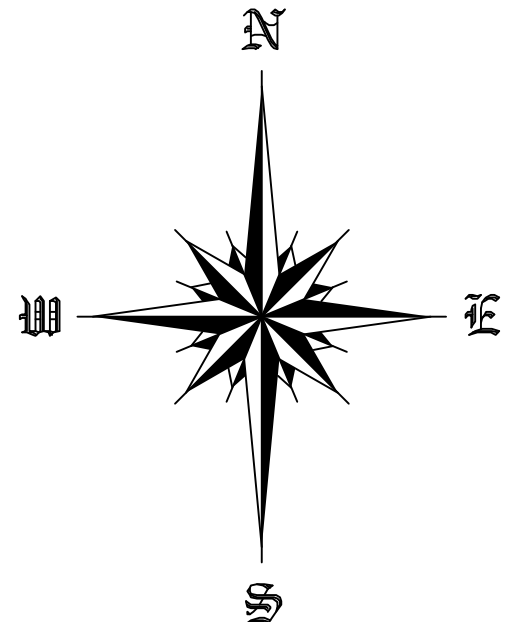
TOTAL ACREAGE = 14.10 AC.



TRACT 2

PHASE III

BLACK GOLDESTATES,LLC



LEGEND:  
THESE STANDARD SYMBOLS MAY BE FOUND IN THE  
DRAWING.

POINT AS DESCRIBED HEREON

SUBDIVISION BOUNDARY

CENTERLINE OF ROAD

SET 1/2" REBAR WITH PLASTIC CAP LS8685  
AT ALL CORNERS AND BEGINNING AND END  
OF CURVES

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	146.50'	40.33'	40.20'	S 08°24'50" E	15°46'23"
C2	25.00'	37.06'	33.76'	S 48°03'20" E	84°56'36"
C3	25.00'	39.12'	35.25'	N 44°38'49" E	89°39'05"
C4	25.00'	39.42'	35.46'	N 45°21'11" W	90°20'55"
C5	25.00'	39.32'	35.39'	S 44°24'54" W	90°06'56"
C6	25.00'	39.22'	35.32'	S 45°35'06" E	89°53'04"
C7	25.00'	39.12'	35.25'	N 44°38'49" E	89°39'05"
C8	25.00'	39.42'	35.46'	S 45°21'11" E	90°20'55"
C9	25.00'	39.32'	35.39'	N 44°24'54" E	90°06'56"
C10	25.00'	39.22'	35.32'	N 45°35'06" W	89°53'04"
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C12	25.00'	39.42'	35.46'	S 45°21'11" E	90°20'55"
C13	25.00'	39.32'	35.39'	N 44°24'54" E	90°06'56"
C14	146.50'	40.03'	39.91'	N 08°28'18" W	15°39'27"
C15	203.50'	28.21'	28.19'	N 12°19'44" W	7°56'34"
C16	203.50'	38.06'	38.01'	S 10°56'32" E	10°42'59"

KING KELLY ROAD = 57' ROW  
GREY GHOST ROAD = 57' ROW  
LONTAIL ROAD = 57' ROW  
PADDOCK ROAD = 57' ROW

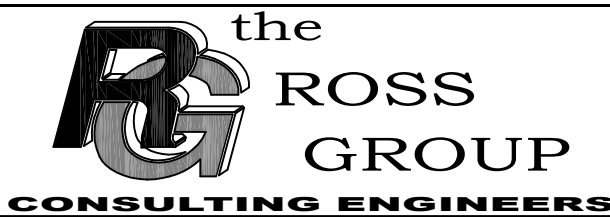
FOUR CORNERS SURVEYING, INC.  
21150 COUNTY ROAD U, CORTEZ, CO 81321  
970-882-4241

DRAWN RAB	DATE 7/20/2021	ZIA CROSSING SUBDIVISION TRACT 2, PHASE III
APPROVED	DATE	CITY OF HOBBS, NEW MEXICO
SCALE 1" = 60'	SHEET 2 OF 2	PROJECT NO. 925TR2PH3SHT2

NO.	REVISIONS	BY	DATE	DES
				DRN
				CHK
				APPD

DATE
6/23/15

SCALE
H: 1" = 50'
V: 1" = 5'



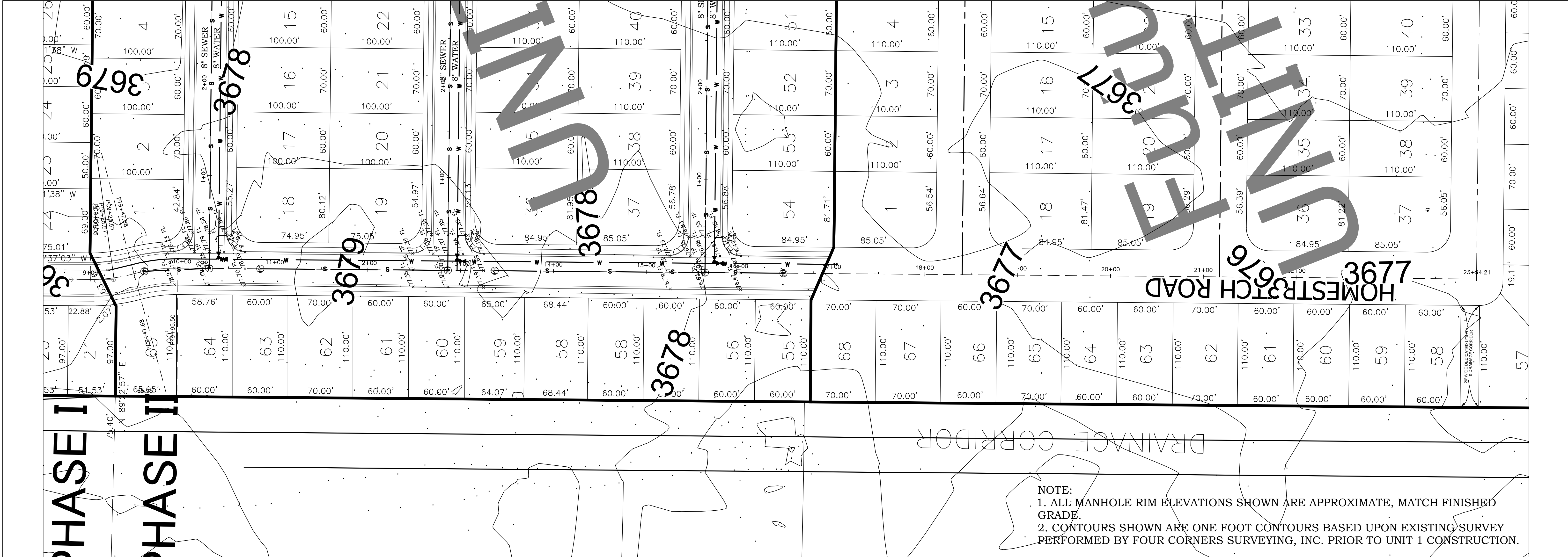
410 N. Dal Paso  
Hobbs, New Mexico 88240  
Telephone (575) 392-7918  
Fax (575) 392-9114

ZIA CROSSING SUBDIVISION  
PHASE 2

HOMESTRETCH ROAD PLAN & PROFILE  
STA 8+50 TO STA 23+94.21

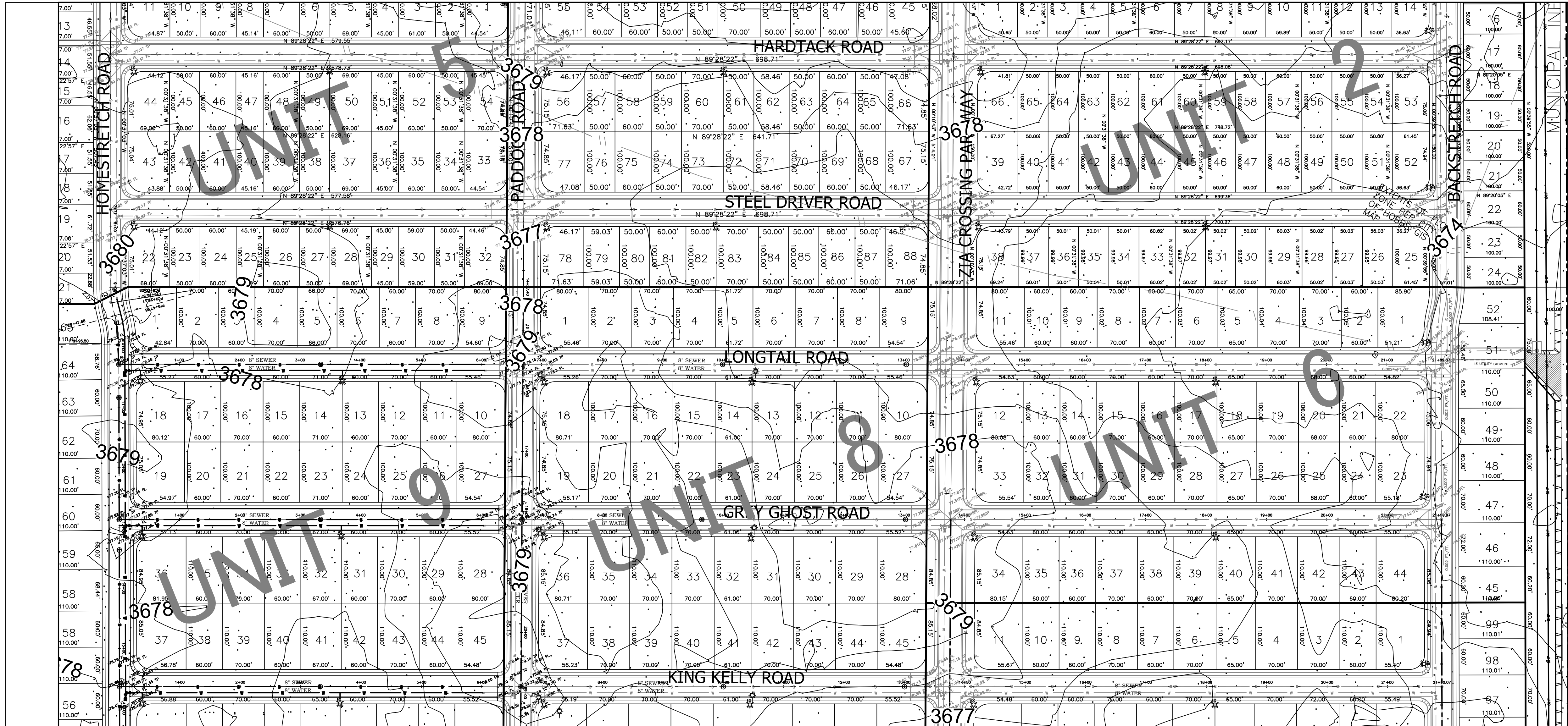
SHEET
B? OF B?

8+50	3679.91 EXIST. GRADE AT CENTERLINE CL 79.41, FL 78.91, 8" INV 71.75			3680
9+00	3679.48 EXIST. GRADE AT CENTERLINE CL 79.51, FL 79.01, 8" INV 71.87			3675
9+50	STA 9+13.8 END UNIT 5 CL 79.43, FL 70.03 STA 9+23.8 MH #1 8" INV 71.93, RIM 79.55 3679.13 EXIST. GRADE AT CENTERLINE CL 79.24, FL 78.74	8" PVC SEWER SDR 26 SLOPE 0.0025 FT./FT. MH STA 9+59.21 INV 73.96 MH STA 10+29.21 INV 73.78 MH STA 11+87.21 INV 73.66 SLOPE = - 0.0025 FT./FT. SLOPE = - 0.012 FT./FT.		
10+00	3679.38 EXIST. GRADE AT CENTERLINE CL 78.51, FL 78.01, 8" INV 73.86			
10+50	STA 10+29.21 CENTERLINE LONGTAL 3678.23 EXIST. GRADE AT CENTERLINE CL 78.24, FL 77.74			
11+00	3678.58 EXIST. GRADE AT CENTERLINE CL 78.14, FL 77.64, 8" INV 73.63			
11+50	3679.15 EXIST. GRADE AT CENTERLINE CL 78.04, FL 77.54, 8" INV 73.50			
12+00	3678.69 EXIST. GRADE AT CENTERLINE CL 77.94, FL 77.44, 8" INV 73.38			
12+50	3678.61 EXIST. GRADE AT CENTERLINE CL 77.84, FL 77.34, 8" INV 73.25			
13+00	STA 12+86.21 CENTERLINE GREY GHOST 3678.06 EXIST. GRADE AT CENTERLINE CL 77.74, FL 77.24			
13+50	3677.97 EXIST. GRADE AT CENTERLINE CL 77.64, FL 77.14, 8" INV 73.09			
14+00	3678.24 EXIST. GRADE AT CENTERLINE CL 77.54, FL 77.04, 8" INV 72.82			
14+50	3678.44 EXIST. GRADE AT CENTERLINE CL 77.44, FL 76.94, 8" INV 72.55			
15+00	3678.70 EXIST. GRADE AT CENTERLINE CL 77.34, FL 75.84, 8" INV 72.28			
15+50	3678.17 EXIST. GRADE AT CENTERLINE CL 77.24, FL 76.74, 8" INV 72.01			
16+00	STA 15+63.21 CENTERLINE KING KELLY 3677.73 EXIST. GRADE AT CENTERLINE CL 76.98, FL 76.48, 8" INV 72.03			
16+50	3677.23 EXIST. GRADE AT CENTERLINE CL 76.66, FL 76.16			
17+00	STA 16+89.74 END UNIT 9 CONST. CL 76.66, FL 75.16			
17+50	3677.08 EXIST. GRADE AT CENTERLINE			
18+00	3677.19 EXIST. GRADE AT CENTERLINE			
18+50	3677.05 EXIST. GRADE AT CENTERLINE			
19+00	STA 18+40.21 CENTERLINE BIG CY 3677.11 EXIST. GRADE AT CENTERLINE			
19+50	3676.92 EXIST. GRADE AT CENTERLINE			
20+00	3676.85 EXIST. GRADE AT CENTERLINE			
20+50	3676.61 EXIST. GRADE AT CENTERLINE			
21+00	3676.54 EXIST. GRADE AT CENTERLINE			
21+50	3676.27 EXIST. GRADE AT CENTERLINE			
22+00	STA 21+17.21 CENTERLINE MIGHTY ATOM 3676.07 EXIST. GRADE AT CENTERLINE			
22+50	3676.52 EXIST. GRADE AT CENTERLINE			
23+00	3676.98 EXIST. GRADE AT CENTERLINE			
23+50	3677.06 EXIST. GRADE AT CENTERLINE			
24+00	3676.82 EXIST. GRADE AT CENTERLINE			
	STA 23+94.21 CENTERLINE THE COUNT			

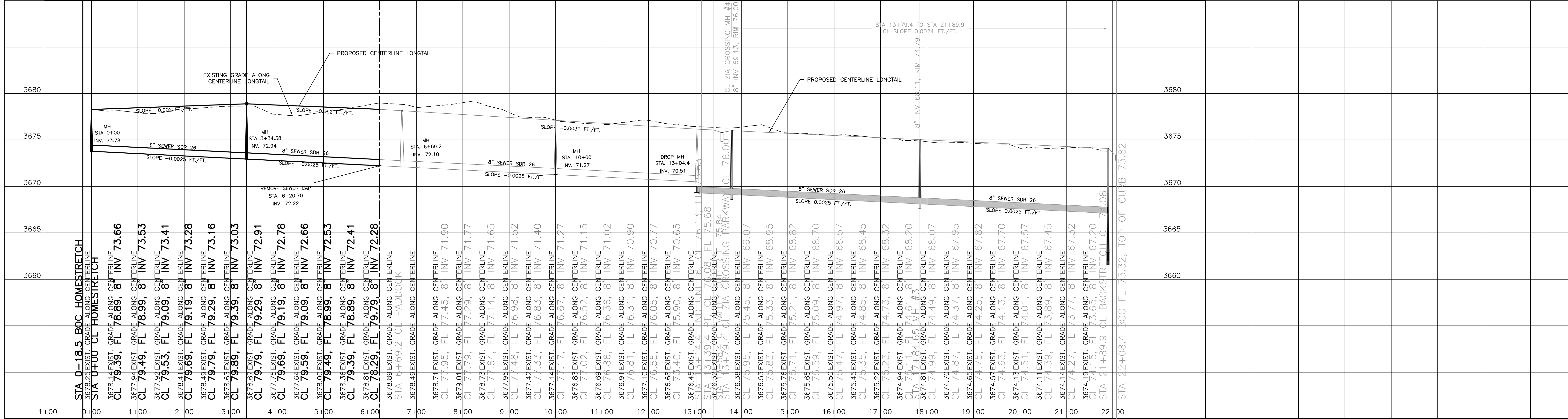


ORIGINAL DRAWING 24" X 36".





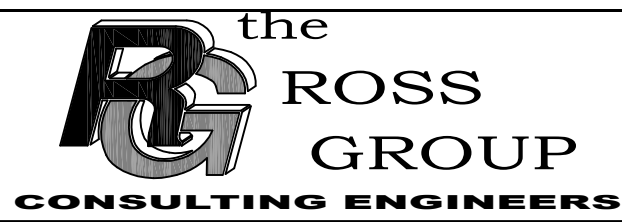
NOTE:  
1. ALL MANHOLE RIM ELEVATIONS SHOWN ARE APPROXIMATE, MATCH FINISHED GRADE.  
2. CONTOURS SHOWN ARE ONE FOOT CONTOURS BASED UPON EXISTING SURVEY PERFORMED BY FOUR CORNERS SURVEYING, INC. PRIOR TO UNIT 1 CONSTRUCTION.



NO.	REVISIONS	BY	DATE	DES
				DRN
				CHK
				APPD

DATE  
6/29/15

SCALE  
H: 1" = 100'  
V: 1" = 5'



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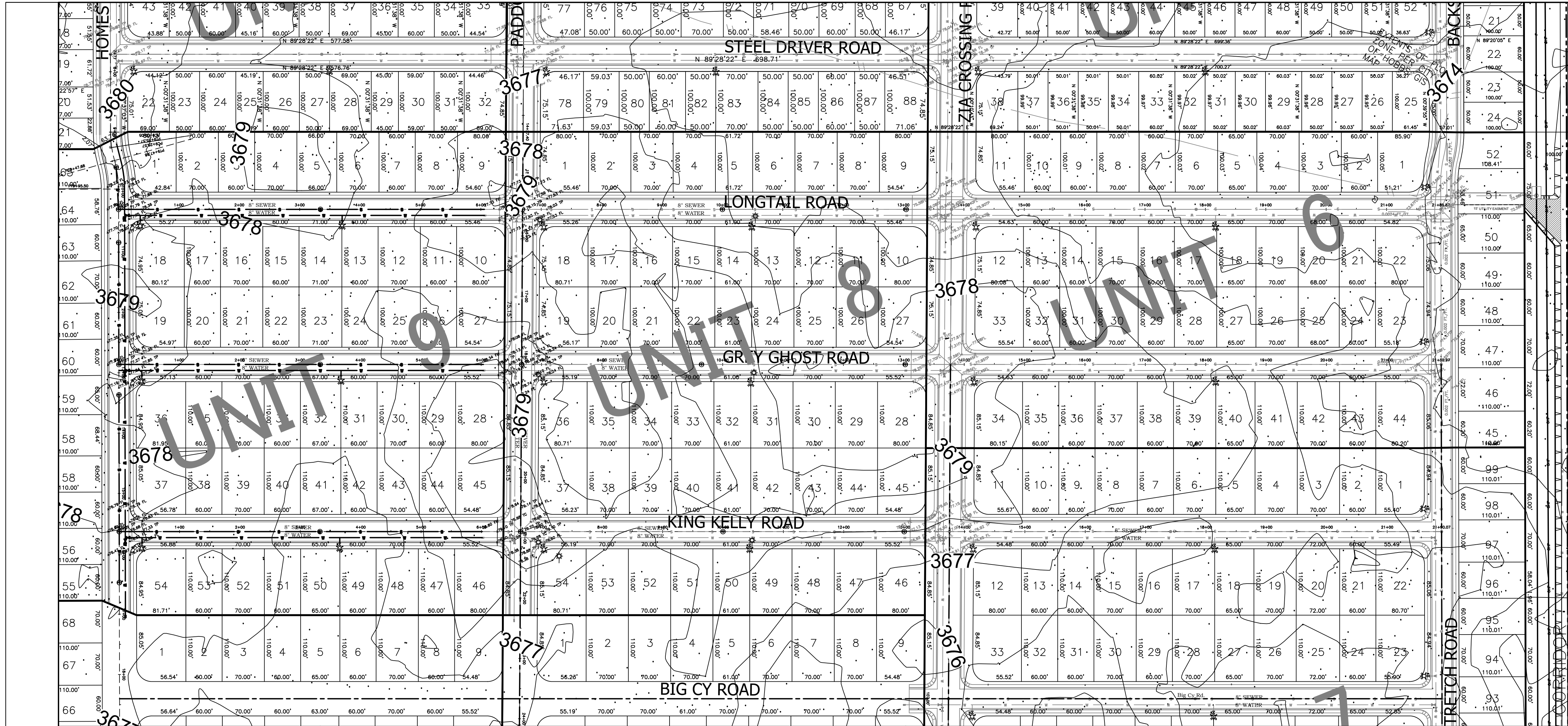
ZIA CROSSING SUBDIVISION  
PHASE 2 - UNIT 8

LONGTAIL PLAN & PROFILE  
STA 0+00 TO STA 21+89.9

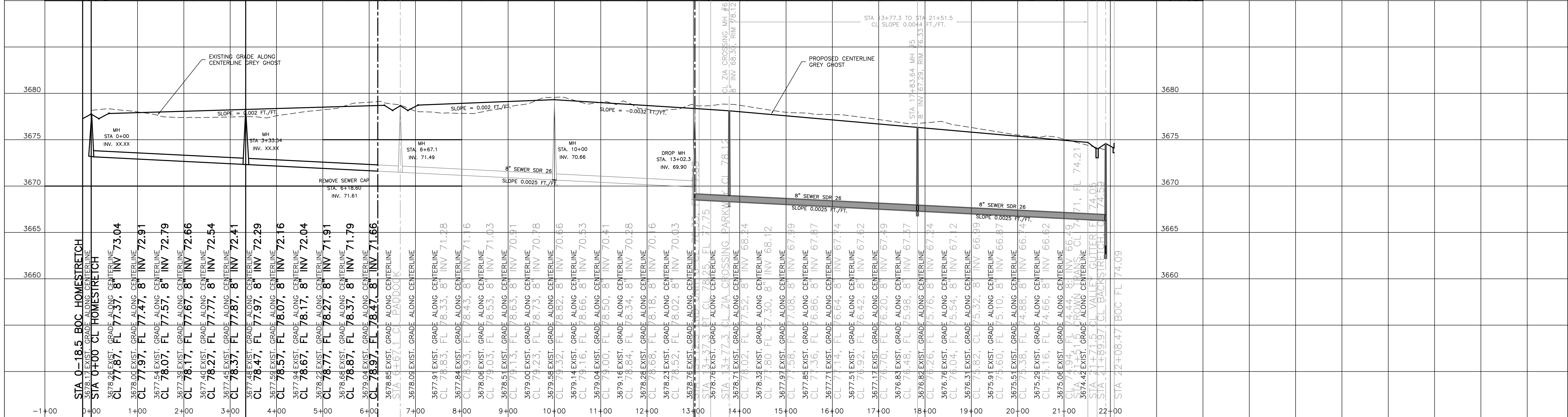
SHEET  
B2  
OF  
B4

ORIGINAL DRAWING 24" X 36"





NOTE:  
1. ALL MANHOLE RIM ELEVATIONS SHOWN ARE APPROXIMATE, MATCH FINISHED GRADE.  
2. CONTOURS SHOWN ARE ONE FOOT CONTOURS BASED UPON EXISTING SURVEY PERFORMED BY FOUR CORNERS SURVEYING, INC. PRIOR TO UNIT 1 CONSTRUCTION.



NO.	REVISIONS	BY	DATE	DES
				DRN
				CHK
				APPD

DATE
7/26/2021

the  
ROSS  
GROUP  
CONSULTING ENGINEERS

410 N. Dal Paso  
Hobbs, New Mexico 88240  
Telephone (575) 392-7918  
Fax (575) 392-9114

ZIA CROSSING SUBDIVISION PHASE 2 - UNIT 9
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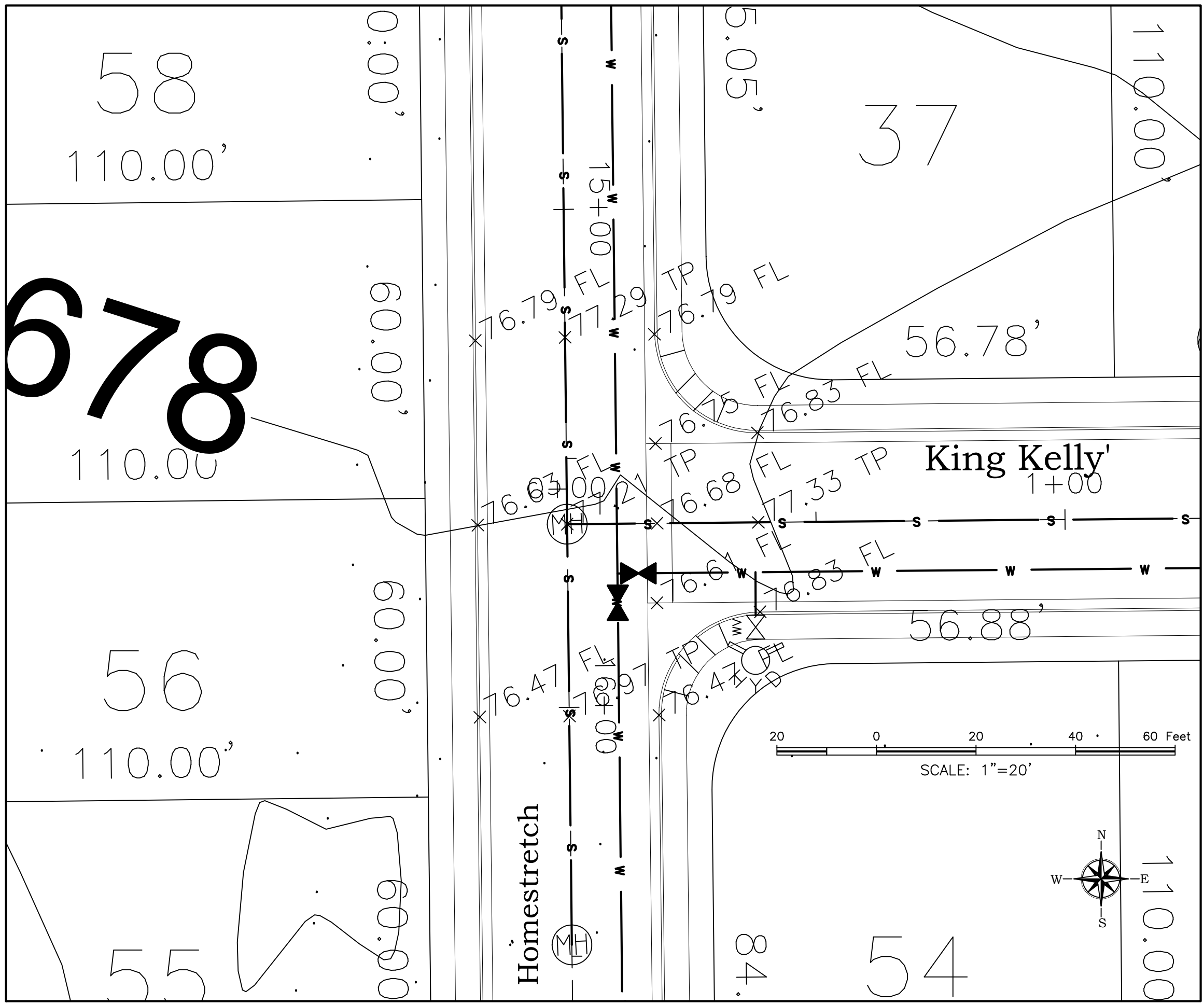
GREY GHOST PLAN & PROFILE STA 0+00 TO STA 21+89.97
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SHEET B3 OF B4
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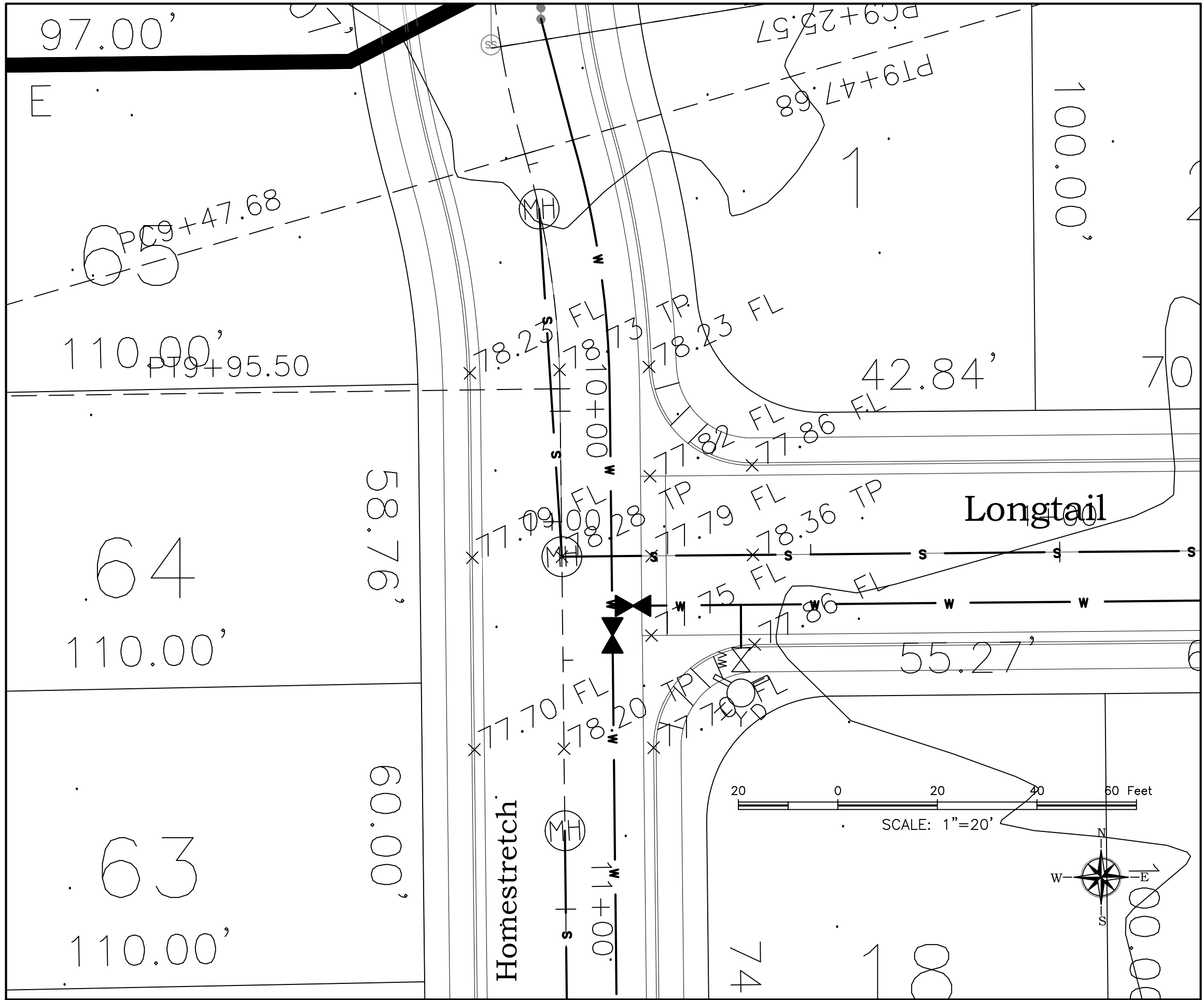
ORIGINAL DRAWING 24" X 36"



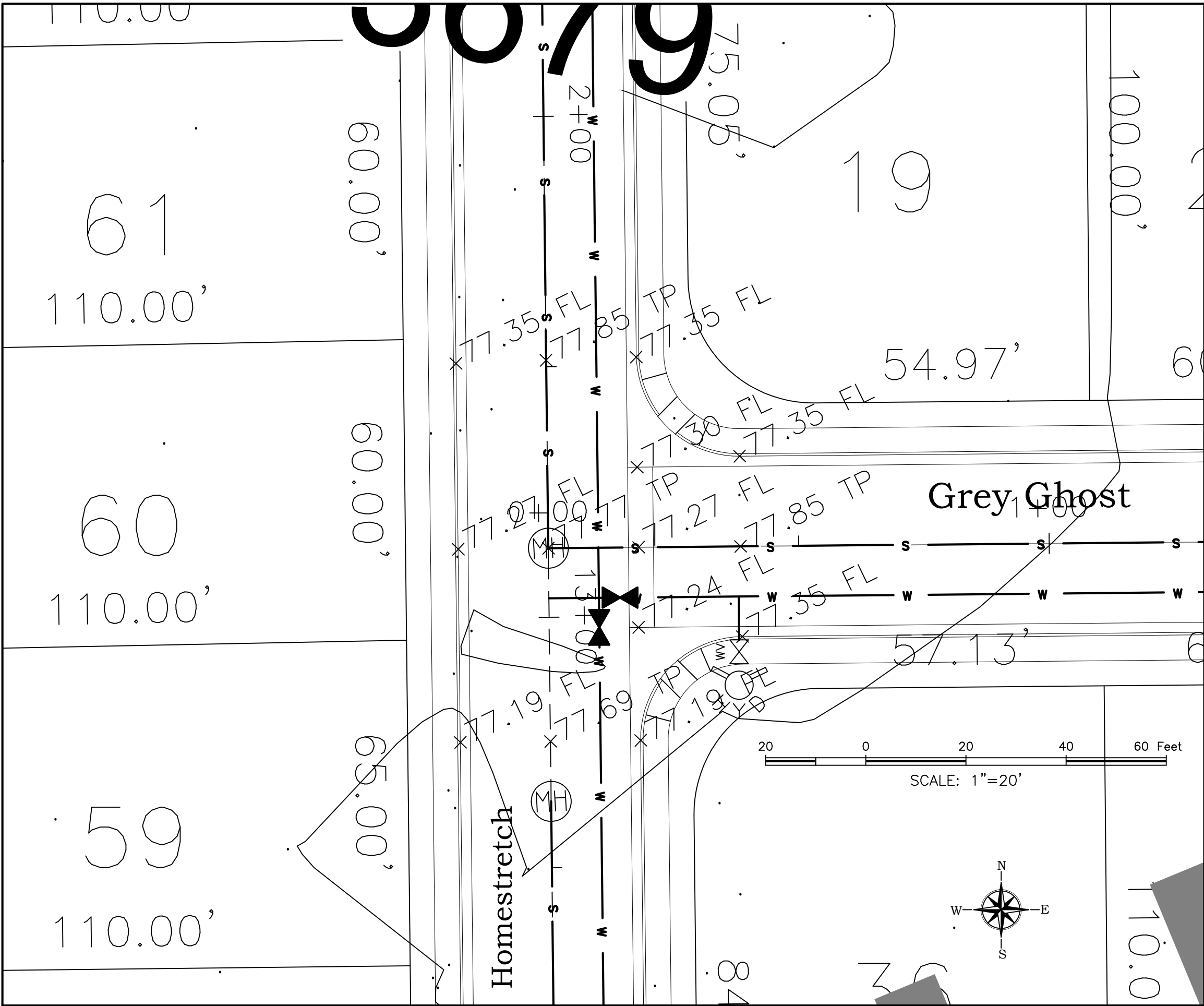




HOMESTRETCH & KING KELLY



HOMESTRETCH & LONGTAIL



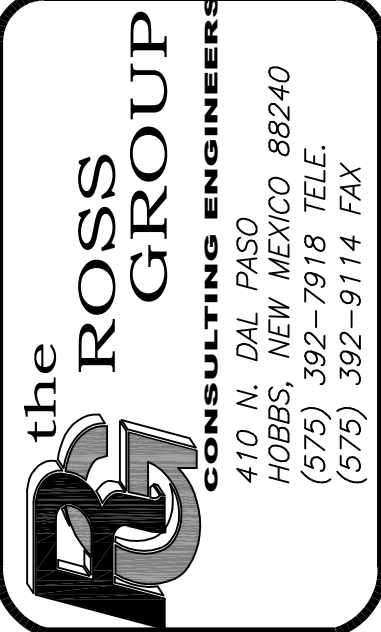
HOMESTRETCH & GREY GHOST

ORIGINAL DRAWING SIZE 24" X 36"

PRELIMINARY - NOT FOR CONSTRUCTION - UNDER REVIEW

Drawn By:	Checked by:
SMM	PLR
Date:	Disk:
7/26/21	GENERAL
File Name:	Job No.:
BASE	

SHEET  
11  
11 of 11 sheets

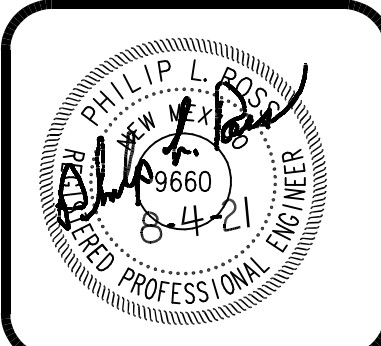


ZIA CROSSING UNIT 9

INTERSECTION DETAILS

NO.	DATE	REVISIONS:	BY	CHK	ENGR	APP.
1						
2						
3						
4						
5						





NO.	DATE	REVISIONS:	BY	CHK	ENGR	APP.
1						
2						
3						
4						
5						

ZIA CROSSING UNIT 9

WATER DETAILS



Drawn By:	Checked by:
SMM	PLR
Date:	Disk:
8/4/21	GENERAL
File Name:	Job No.:
WATER	

SHEET  
**W1**  
W1 of W1 sheets

ORIGINAL DRAWING SIZE 24" X 36"

**CONCRETE VALVE SUPPORT DETAIL**

DESIGN STD. NO.: 151.00  
SCALE: NTS  
DATE: 5/20/08  
REVISIONS:  
APPROVED BY: TTR

**CONCRETE BLOCKING DETAILS**

DESIGN STD. NO.: 151.00  
SCALE: NTS  
DATE: 5/20/08  
REVISIONS:  
APPROVED BY: TTR

**GENERAL NOTES**

1. ALL CONCRETE PLACED SHALL BE MINIMUM 3000 PSI COMPRESSIVE STRENGTH.
2. ALL BACKFILL SHALL BE PLACED IN 6" LIFTS AND COMPACTED TO 95% OF ASTM D-1557 DRY DENSITY.

**CONSTRUCTION NOTES**

A. OUTSIDE DIAMETER OF PIPE PLUS 6"  
B. OUTSIDE DIAMETER OF CAP OR PLUG, MIN. 12" x 12".

**GENERAL NOTES**

1. ALL CONCRETE PLACED SHALL BE MINIMUM 3000 PSI COMPRESSIVE STRENGTH.
2. ALL BACKFILL SHALL BE PLACED IN 6" LIFTS AND COMPACTED TO 95% OF ASTM D-1557 DRY DENSITY.

**VALVE SUPPORT TABLE**

VALVE SIZE	A	B	C	D
4"	12"	20"	4"	0"
6"	12"	22"	4"	0"
8"	12"	24"	4"	0"
10"	12"	26"	4"	0"
12"	12"	28"	4"	0"

**CONCRETE VALVE SUPPORT DETAIL**

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**CONCRETE BLOCKING DETAILS**

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VALVE SIZE	A	B	C	D
4"	12"	20"	4"	0"
6"	12"	22"	4"	0"
8"	12"	24"	4"	0"
10"	12"	26"	4"	0"
12"	12"	28"	4"	0"

**WATER VALVE DETAILS**

DESIGN STD. NO.: 150.00  
SCALE: NTS  
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**WATER VALVE DETAILS**

DESIGN STD. NO.: 150.00  
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**GENERAL NOTES**

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2. ALL BACKFILL SHALL BE PLACED IN 6" LIFTS AND COMPACTED TO 95% OF ASTM D-1557 DRY DENSITY.

**CONCRETE VALVE SUPPORT DETAIL**

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**CONCRETE BLOCKING DETAILS**

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2. ALL BACKFILL SHALL BE PLACED IN 6" LIFTS AND COMPACTED TO 95% OF ASTM D-1557 DRY DENSITY.

**CONSTRUCTION NOTES**

A. OUTSIDE DIAMETER OF PIPE PLUS 6"  
B. OUTSIDE DIAMETER OF CAP OR PLUG, MIN. 12" x 12".

**GENERAL NOTES**

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**VALVE SUPPORT TABLE**

VALVE SIZE	A	B	C	D
4"	12"	20"	4"	0"
6"	12"	22"	4"	0"
8"	12"	24"	4"	0"
10"	12"	26"	4"	0"
12"	12"	28"	4"	0"

**2" STAMPED BRASS MARKER**

DESIGN STD. NO.: 150.00  
SCALE: NTS  
DATE: 5/20/08  
REVISIONS:  
APPROVED BY: TTR

**2" STAMPED BRASS MARKER**

DESIGN STD. NO.: 150.00  
SCALE: NTS  
DATE: 5/20/08  
REVISIONS:  
APPROVED BY: TTR

**GENERAL NOTES**

1. VALVE BOX LOCATION TO BE APPROVED BY THE CITY.
2. MECHANICAL RESTRAINT JOINT SHALL BE EBAR IRON OR CITY ENGINEER APPROVED EQUAL.
3. ALL BACKFILL SHALL BE PLACED IN 6" LIFTS AND COMPACTED TO 95% OF ASTM D-1557 DRY DENSITY.
4. IF A VALVE IS REQUIRED FOR THE MAINTENANCE OF FUTURE EXPANSION OF A WATER SYSTEM, A CITY ENGINEER APPROVED CAP OR PLUG SHALL BE INSTALLED A MIN. OF 10" FROM VALVE.

**CONCRETE VALVE SUPPORT DETAIL**

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**CONCRETE BLOCKING DETAILS**

DESIGN STD. NO.: 151.00  
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**GENERAL NOTES**

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2. ALL BACKFILL SHALL BE PLACED IN 6" LIFTS AND COMPACTED TO 95% OF ASTM D-1557 DRY DENSITY.

**CONSTRUCTION NOTES**

A. OUTSIDE DIAMETER OF PIPE PLUS 6"  
B. OUTSIDE DIAMETER OF CAP OR PLUG, MIN. 12" x 12".

**GENERAL NOTES**

1. ALL CONCRETE PLACED SHALL BE MINIMUM 3000 PSI COMPRESSIVE STRENGTH.
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**VALVE SUPPORT TABLE**

VALVE SIZE	A	B	C	D
4"	12"	20"	4"	0"
6"	12"	22"	4"	0"
8"	12"	24"	4"	0"
10"	12"	26"	4"	0"
12"	12"	28"	4"	0"

**HYDRANT TO BE LOCATED BETWEEN SIDEWALK & ROW LINE**

DESIGN STD. NO.: 150.00  
SCALE: NTS  
DATE: 5/20/08  
REVISIONS:  
APPROVED BY: TTR

**HYDRANT TO BE LOCATED BETWEEN SIDEWALK & ROW LINE**

DESIGN STD. NO.: 150.00  
SCALE: NTS  
DATE: 5/20/08  
REVISIONS:  
APPROVED BY: TTR

**GENERAL NOTES**

1. FOLLOWING CITY FIRE HYDRANT STANDARDIZATION PROCEDURE, THE ONLY FIRE HYDRANT ALLOWABLE FOR INSTALLATION SHALL BE THE KENNEDY GUARDIAN K810, 5-1/4" MAIN VALVE.
2. VALVE BOX LOCATION TO BE APPROVED BY THE CITY.
3. ALL FIRE HYDRANTS SHALL HAVE AT LEAST 8 FEET OF CLEARANCE FROM UNDESGRADING, RECREATION, UTILITY, APPLIANCES, AND DRIVEWAYS, AROUND ITS CIRCUMFERENCE.
4. LOCATE FIRE HYDRANTS IN PARKWAY BEHIND CURB & CUTTER IF AVAILABLE, OTHERWISE PLACE FIRE HYDRANT AT DIRECTION OF UTILITY DIRECTOR.
5. HYDRANTS SHALL BE CONNECTED TO THE MAIN BY A FUSION BONDED, EPOXY COATED MECHANICAL JOINT OR FLANGED BRONZE MECHANICAL JOINTS SHALL BE FITTED WITH STRAPPING LUGS.
6. BLUE BASED PAVEMENT REFLECTORS SHALL BE LOCATED IN FRONT OF EACH NEW FIRE HYDRANT ALONG THE CENTER LINE OF THE ROAD.
7. THE COLOR OF THE FIRE HYDRANT SHALL BE CHROME YELLOW.

**CONCRETE VALVE SUPPORT DETAIL**

DESIGN STD. NO.: 151.00  
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**CONCRETE BLOCKING DETAILS**

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**GENERAL NOTES**

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2. ALL BACKFILL SHALL BE PLACED IN 6" LIFTS AND COMPACTED TO 95% OF ASTM D-1557 DRY DENSITY.

**CONSTRUCTION NOTES**

A. OUTSIDE DIAMETER OF PIPE PLUS 6"  
B. OUTSIDE DIAMETER OF CAP OR PLUG, MIN. 12" x 12".

**GENERAL NOTES**

1. ALL CONCRETE PLACED SHALL BE MINIMUM 3000 PSI COMPRESSIVE STRENGTH.
2. ALL BACKFILL SHALL BE PLACED IN 6" LIFTS AND COMPACTED TO 95% OF ASTM D-1557 DRY DENSITY.

**VALVE SUPPORT TABLE**

VALVE SIZE	A	B	C	D
4"	12"	20"	4"	0"
6"	12"	22"	4"	0"
8"	12"	24"	4"	0"
10"	12"	26"	4"	0"
12"	12"	28"	4"	0"

**2" BLOWOFF ASSEMBLY**

DESIGN STD. NO.: 151.00  
SCALE: NTS  
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APPROVED BY: TTR

**2" BLOWOFF ASSEMBLY**

DESIGN STD. NO.: 151.00  
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DATE: 5/20/08  
REVISIONS:  
APPROVED BY: TTR

**GENERAL NOTES**

1. END CAP WITH 2" TAP
2. THRUST BLOCKING AS PER DESIGN STANDARD NO. 150.00
3. 2" GATE VALVE
4. VALVE BOX ASSEMBLY, REFER TO DESIGN STANDARD NO. 150.00
5. 2" GALVANIZED PIPE
6. 2" GUY BLOCK
7. 2" THREADED CAP

**CONCRETE VALVE SUPPORT DETAIL**

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**CONCRETE BLOCKING DETAILS**

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**GENERAL NOTES**

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2. ALL BACKFILL SHALL BE PLACED IN 6" LIFTS AND COMPACTED TO 95% OF ASTM D-1557 DRY DENSITY.

**CONSTRUCTION NOTES**

A. OUTSIDE DIAMETER OF PIPE PLUS 6"  
B. OUTSIDE DIAMETER OF CAP OR PLUG, MIN. 12" x 12".

**GENERAL NOTES**

1. ALL CONCRETE PLACED SHALL BE MINIMUM 3000 PSI COMPRESSIVE STRENGTH.
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6"	12"	22"	4"	0"
8"	12"	24"	4"	0"
10"	12"	26"	4"	0"
12"	12"	28"	4"	0"

**TRENCH AND BACKFILL GENERAL NOTES:**

1. CONTRACTOR SHALL OBSERVE ALL CONSTRUCTION SIGNING AND TRAFFIC CONTROL REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
2. IN PAVED AREAS, NEW ASPHALT CONCRETE SHALL MATCH EXISTING ROADWAY GRADE AND SLOPE.
3. RED BLOW SAND MATERIAL WITH 100% PASSING THE #8 SIEVE SHALL BE USED IN THE FLOWABLE CONCRETE BACKFILL.

**OPTIONAL TRENCH AND BACKFILL FLOWABLE BACKFILL**

NOT TO SCALE

**CONCRETE VALVE SUPPORT DETAIL**

DESIGN STD. NO.: 151.00  
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APPROVED BY: TTR

**CONCRETE BLOCKING DETAILS**

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**CONSTRUCTION NOTES**

A. OUTSIDE DIAMETER OF PIPE PLUS 6"  
B. OUTSIDE DIAMETER OF CAP OR PLUG, MIN. 12" x 12".

**GENERAL NOTES**

1. ALL CONCRETE PLACED SHALL BE MINIMUM 3000 PSI COMPRESSIVE STRENGTH.
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VALVE SIZE	A	B	C	D
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6"	12"	22"	4"	0"
8"	12"	24"	4"	0"
10"	12"	26"	4"	0"
12"	12"	28"	4"	0"

**TYPICAL TRENCH AND BACKFILL DETAIL**

DESIGN STD. NO.: 150.00  
SCALE: NTS  
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**TYPICAL TRENCH AND BACKFILL DETAIL**

DESIGN STD. NO.: 150.00  
SCALE: NTS  
DATE: 5/20/08  
REVISIONS:  
APPROVED BY: TTR

**GENERAL NOTES**

1. ALL TRENCHING SHALL BE IN ACCORDANCE WITH THE NEW MEXICO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2008 EDITION, SECTION 701, UNLESS OTHERWISE NOTED ON THIS DETAIL. CONTRACTOR SHALL CONFORM TO TRENCH SAFETY REQUIREMENTS ESTABLISHED BY OSHA.
2. OSHA REQUIREMENTS HAVE NOT BEEN INCORPORATED INTO THIS DETAIL. CONTRACTOR SHALL CONFORM TO TRENCH SAFETY REQUIREMENTS ESTABLISHED BY OSHA.
3. BOTTOM OF TRENCH IS TO BE EXCAVATED TO A SMOOTH, UNIFORM GRADE TO SECURE AN EVEN BEARING SURFACE FOR THE PIPE. IF THE TRENCH IS OVER-EXCAVATED, THE FOUNDATION SHALL BE COMPACTED TO 95% MODIFIED PROCTOR PER ASTM D-1557.
4. ONCE BEDDING THICKNESS HAS BEEN ESTABLISHED, THE THICKNESS SHALL NOT VARY MORE THAN 1/2" BETWEEN MANHOLES.
5. ALL NEW MATERIALS SHALL COMPLY WITH CITY OF HOBBS REQUIREMENTS AND BE NEW, UNUSED, AND OF THE BEST QUALITY AVAILABLE.
6. DO NOT LAY OR EMBED PIPE IN STANDING OR RUNNING WATER. AT ALL TIMES PREVENT RUNOFF AND SURFACE WATER FROM ENTERING THE TRENCH. PROVIDE DAMS, CUTOFFS OR OTHER BARRIERS PERIODICALLY ALONG THE INSTALLATION TO PRECLUDE TRANSPORT OF WATER ALONG THE TRENCH BOTTOM. BACKFILL ALL TRENCHES AFTER THE PIPE IS INSTALLED TO PREVENT DISTURBANCE OF PIPE AND EMBEDMENT.
7. THE CONTRACTOR SHALL SCHEDULE FOR INSPECTION PRIOR TO INSTALLING PIPE AND PLACING ANY EMBEDMENT AND BACKFILL MATERIALS.
8. MINIMUM PAVEMENT AND BASE COURSE THICKNESS ARE SHOWN ON THIS DETAIL. THE CONTRACTOR SHALL MATCH THE EXISTING TRENCH SECTION IF IT IS GREATER THAN SHOWN ON THIS DETAIL.

**CONCRETE VALVE SUPPORT DETAIL**

DESIGN STD. NO.: 151.00  
SCALE: NTS  
DATE: 5/20/08  
REVISIONS:  
APPROVED BY: TTR

**CONCRETE BLOCKING DETAILS**

DESIGN STD. NO.: 151.00  
SCALE: NTS  
DATE: 5/20/08  
REVISIONS:  
APPROVED BY: TTR

**GENERAL NOTES**

1. ALL CONCRETE PLACED SHALL BE MINIMUM 3000 PSI COMPRESSIVE STRENGTH.
2. ALL BACKFILL SHALL BE PLACED IN 6" LIFTS AND COMPACTED TO 95% OF ASTM D-1557 DRY DENSITY.

**CONSTRUCTION NOTES**

A. OUTSIDE DIAMETER OF PIPE PLUS 6"  
B. OUTSIDE DIAMETER OF CAP OR PLUG, MIN. 12" x 12".

**GENERAL NOTES**

1. ALL CONCRETE PLACED SHALL BE MINIMUM 3000 PSI COMPRESSIVE STRENGTH.
2. ALL BACKFILL SHALL BE PLACED IN 6" LIFTS AND COMPACTED TO 95% OF ASTM D-1557 DRY DENSITY.

**VALVE SUPPORT TABLE**

VALVE SIZE	A	B	C	D
4"	12"	20"	4"	0"
6"	12"	22"	4"	0"
8"	12"	24"	4"	0"
10"	12"	26"	4"	0"
12"	12"	28"	4"	0"

**METER BOX TO BE LOCATED ENTIRELY IN CITY RIGHT-OF-WAY.**

DESIGN STD. NO.: 150.00  
SCALE: NTS  
DATE: 5/20/08  
REVISIONS:  
APPROVED BY: TTR

**METER BOX TO BE LOCATED ENTIRELY IN CITY RIGHT-OF-WAY.**

DESIGN STD. NO.: 150.00  
SCALE: NTS  
DATE: 5/20/08  
REVISIONS:  
APPROVED BY: TTR

**GENERAL NOTES**

1. THE VALVE AND METER REGISTER BOX SHALL BE LOCATED UNDER THE LID DRIVING, WHEN TWO METERS ARE TO BE INSTALLED IN A SINGLE METER BOX, THE METER REGISTERS SHALL BE WITHIN READING RANGE OF THE LID OPENING.
2. THE METER BOX SHALL NOT BE LOCATED WITHIN DRIVEWAYS, SIDEWALKS OR ON PRIVATE PROPERTY UNLESS WITHIN A UTILITY EASEMENT. METER BOX SHALL BE LOCATED AWAY FROM VEHICULAR OR PEDESTRIAN ACCESSIBLE OR PATHWAYS.
3. IF CONCRETE ENCASED, THE TOP OF THE METER BOX SHALL BE FLUSH WITH TOP OF CONCRETE, OTHERWISE THE TOP OF THE METER BOX SHALL BE 1" ABOVE FINISH GRADE.

**CONCRETE VALVE SUPPORT DETAIL**

DESIGN STD. NO.: 151.00  
SCALE: NTS  
DATE: 5/20/08  
REVISIONS:  
APPROVED BY: TTR

**CONCRETE BLOCKING DETAILS**

DESIGN STD. NO.: 151.00  
SCALE: NTS  
DATE: 5/20/08  
REVISIONS:  
APPROVED BY: TTR

**GENERAL NOTES**

1. ALL CONCRETE PLACED SHALL BE MINIMUM 3000 PSI COMPRESSIVE STRENGTH.
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**CONSTRUCTION NOTES**

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**GENERAL NOTES**

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**VALVE SUPPORT TABLE**

VALVE SIZE	A	B	C	D
4"	12"	20"	4"	0"
6"	12"	22"	4"	0"
8"	12"	24"	4"	0"
10"	12"	26"	4"	0"
12"	12"	28"	4"	0"

**5/8" X 3/4" METERS**

DESIGN STD. NO.: 150.00  
SCALE: NTS  
DATE: 5/20/08  
REVISIONS:  
APPROVED BY: TTR

**5/8" X 3/4" METERS**

DESIGN STD. NO.: 150.00  
SCALE: NTS  
DATE: 5/20/08  
REVISIONS:  
APPROVED BY: TTR

**GENERAL NOTES**

1. 5/8" CHECK VALVE (PROVIDED AND INSTALLED BY BUILDING PLUMBER)
2. 5/8" X 3/4" METER (PROVIDED AND INSTALLED BY CITY OF HOBBS)
3. 5/8" X 1" METER BUSHING
4. 1" FORD BALL VALVE OR MUELLER ANGLE METER STOP (ALT. METHOD ONLY)
5. 1" MUELLER INSTA-TIGHT FITTING
6. 1" X 3/4" ADAPTOR
7. PVC METER BOX (WESTERN IRON WORKS) & BLUE PLASTIC COVER (EAST JORDAN IRON WORKS)

**CONCRETE VALVE SUPPORT DETAIL**

DESIGN STD. NO.: 151.00  
SCALE: NTS  
DATE: 5/20/08  
REVISIONS:  
APPROVED BY: TTR

**CONCRETE BLOCKING DETAILS**

DESIGN STD. NO.: 151.00  
SCALE: NTS  
DATE: 5/20/08  
REVISIONS:  
APPROVED BY: TTR

**GENERAL NOTES**

1. ALL CONCRETE PLACED SHALL BE MINIMUM 3000 PSI COMPRESSIVE STRENGTH.
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**CONSTRUCTION NOTES**

A. OUTSIDE DIAMETER OF PIPE PLUS 6"  
B. OUTSIDE DIAMETER OF CAP OR PLUG, MIN. 12" x 12".

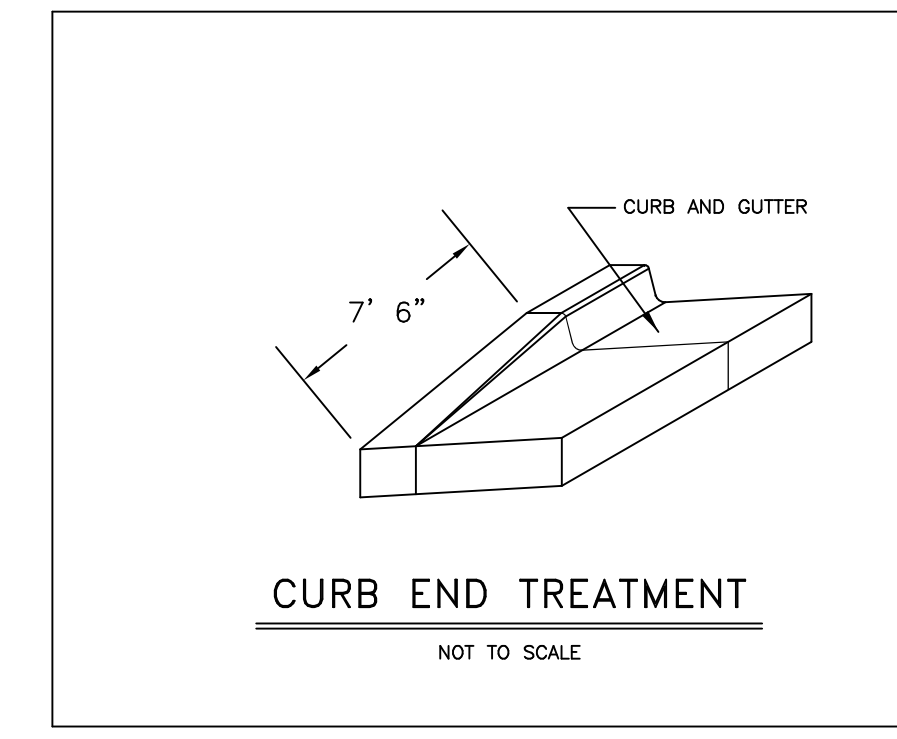
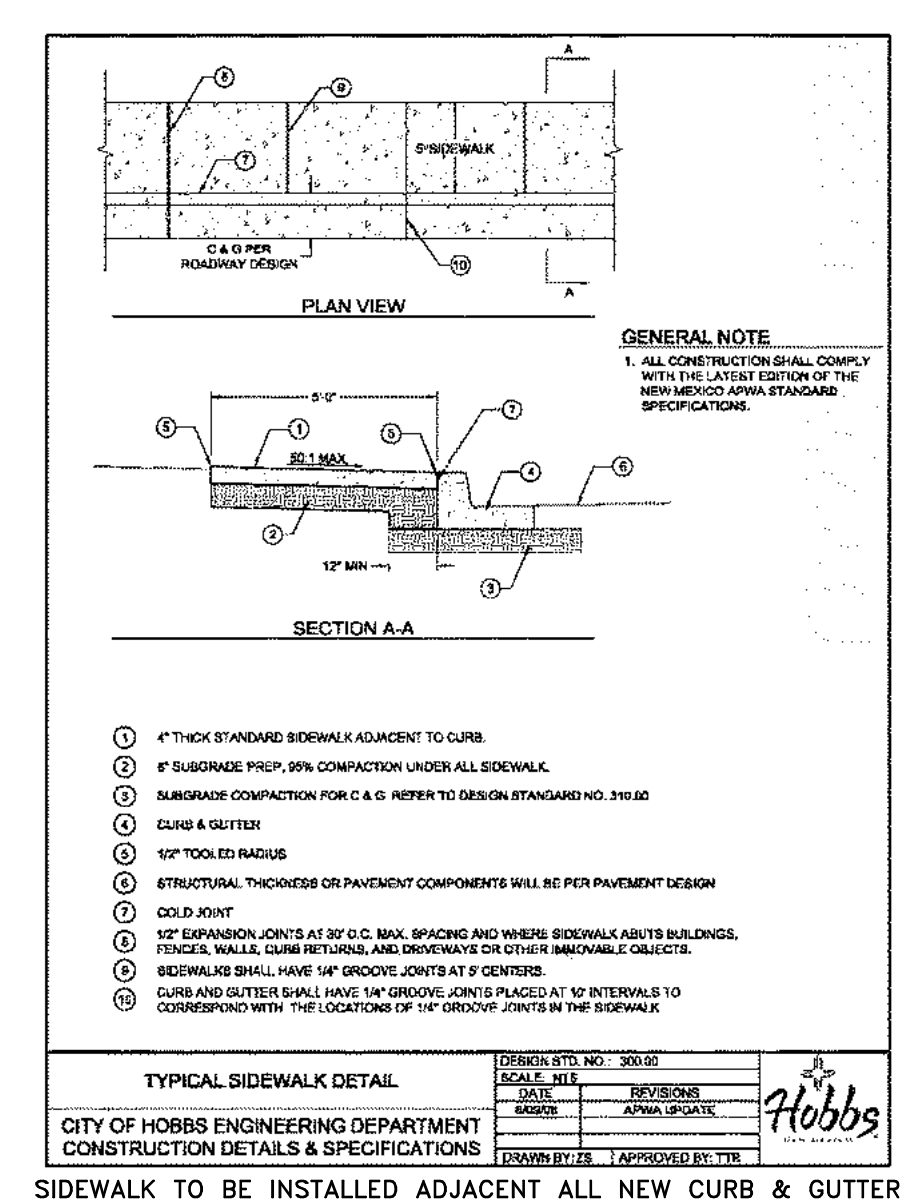
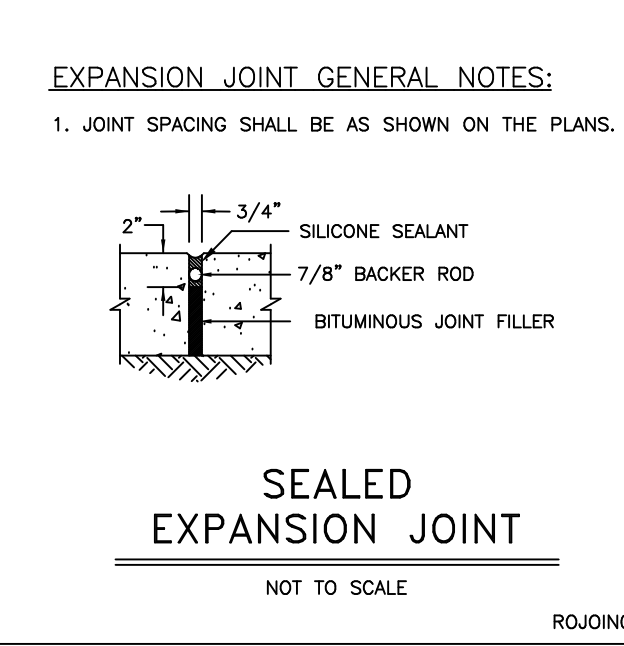
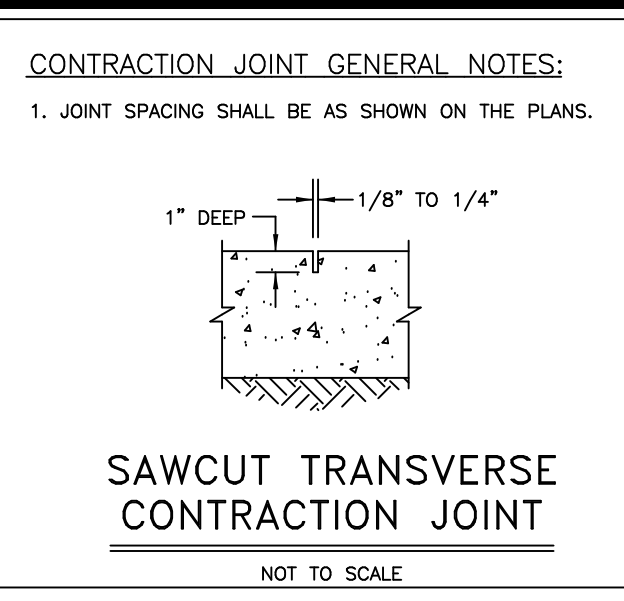
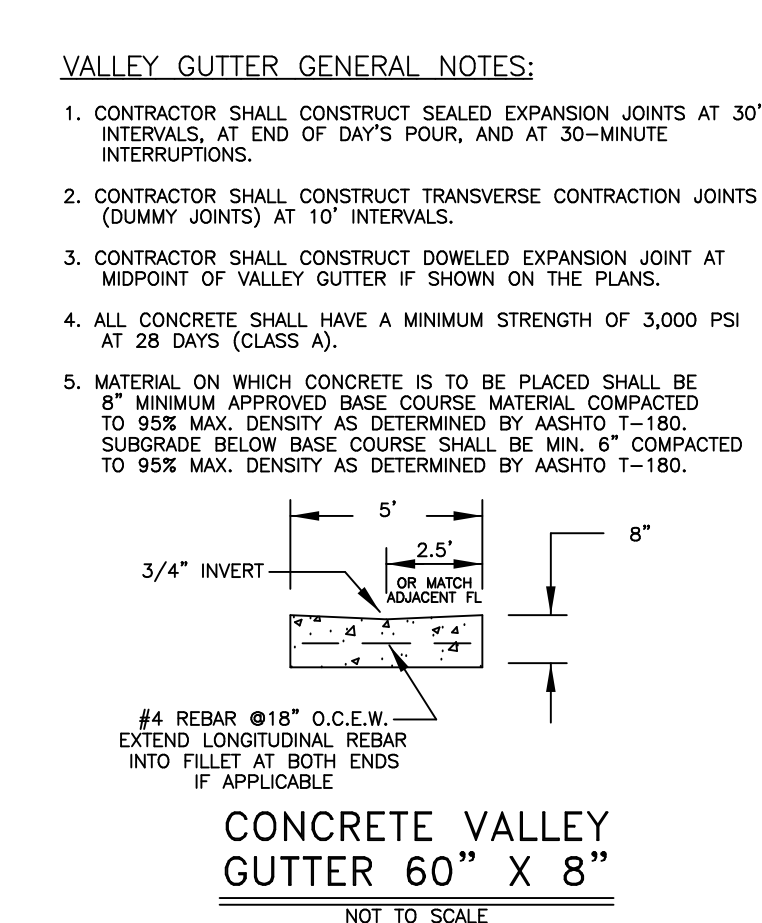
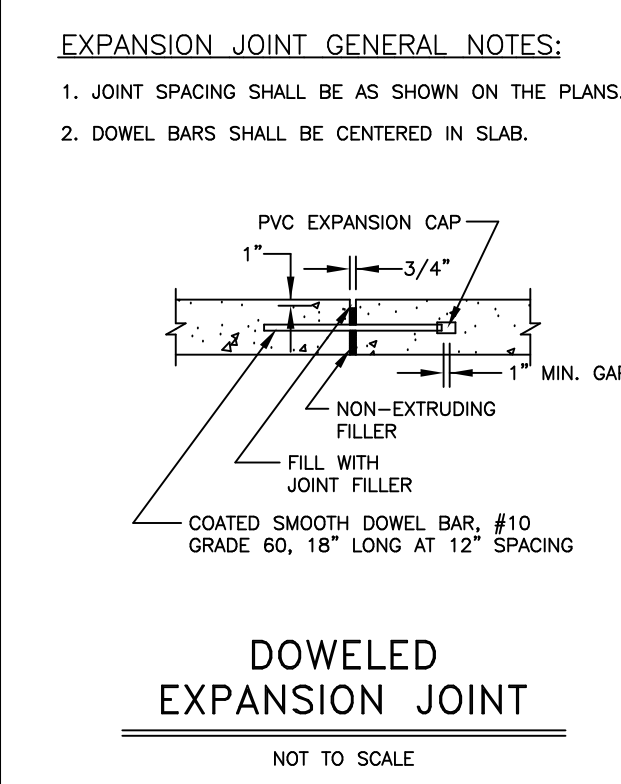
**GENERAL NOTES**

1. ALL CONCRETE PLACED SHALL BE MINIMUM 3000 PSI COMPRESSIVE STRENGTH.
2. ALL BACKFILL SHALL BE PLACED IN 6" LIFTS AND COMPACTED TO 95% OF ASTM D-1557 DRY DENSITY.

**VALVE SUPPORT TABLE**

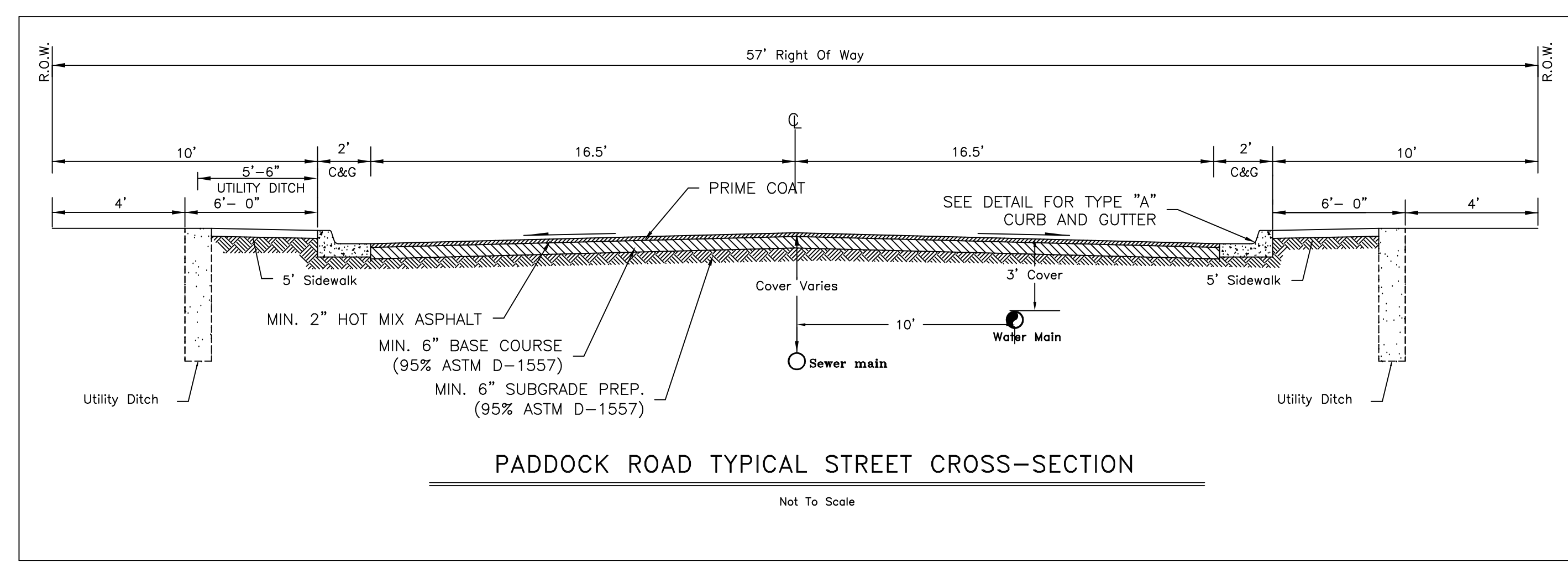
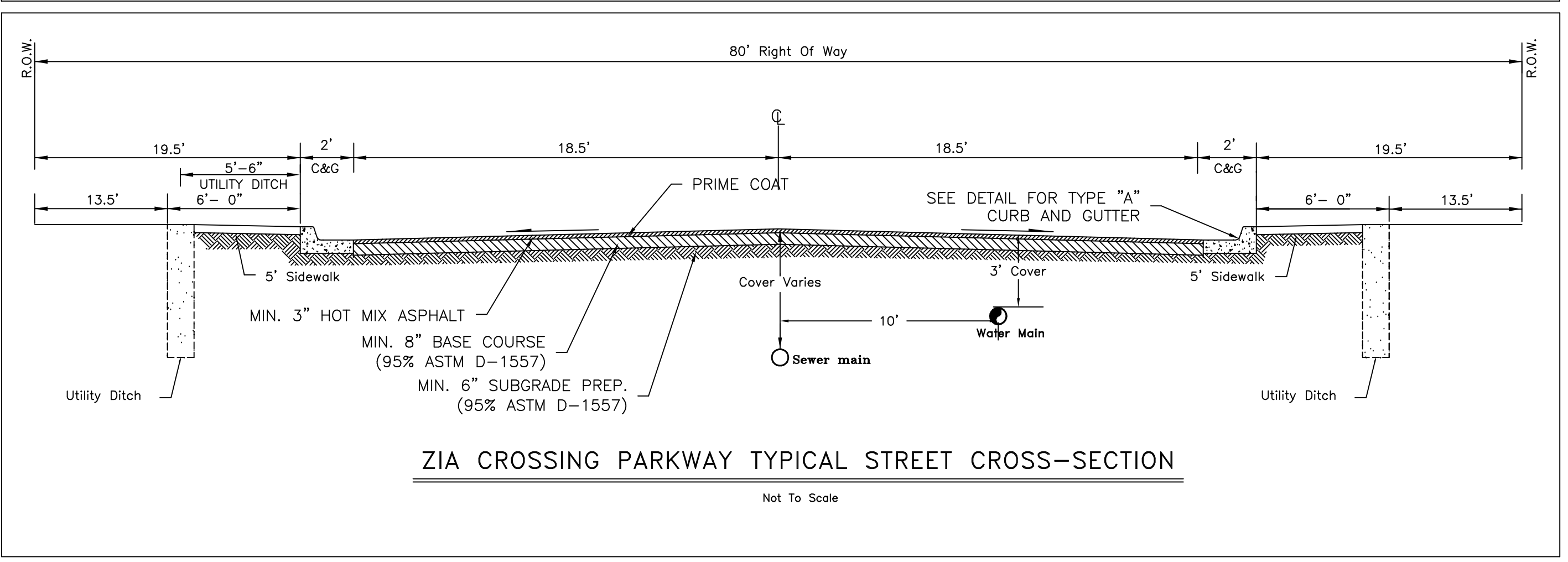
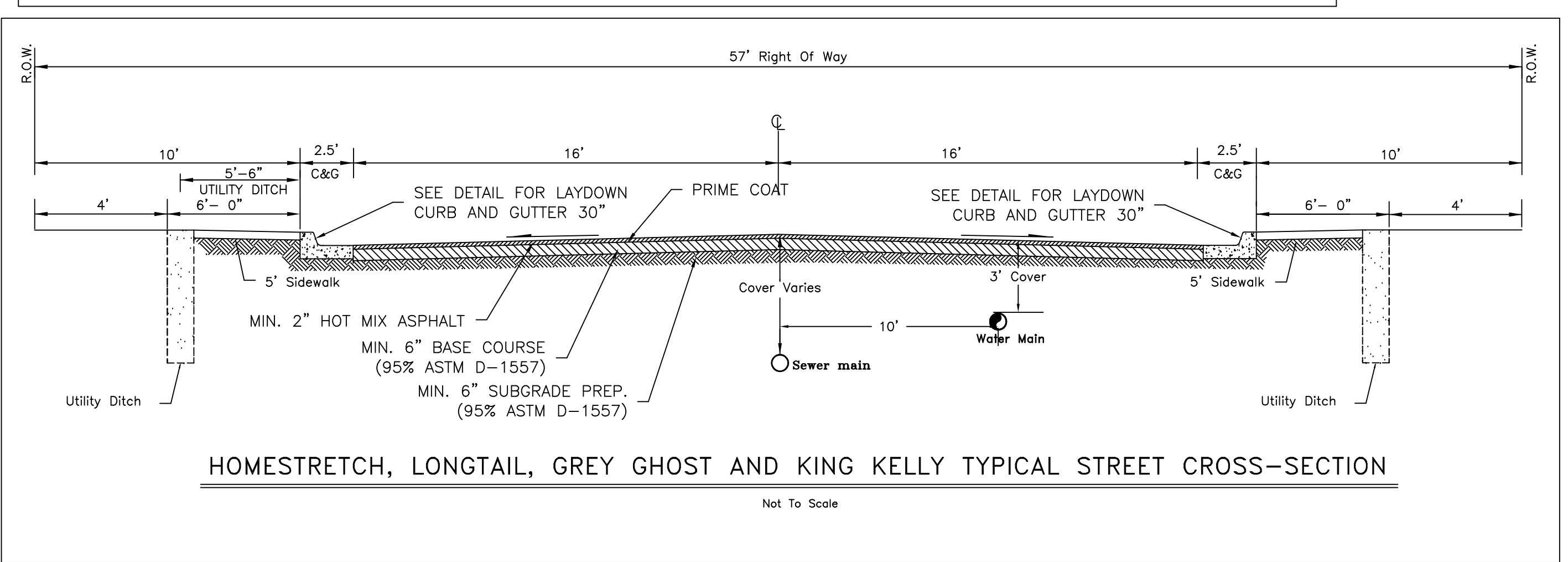
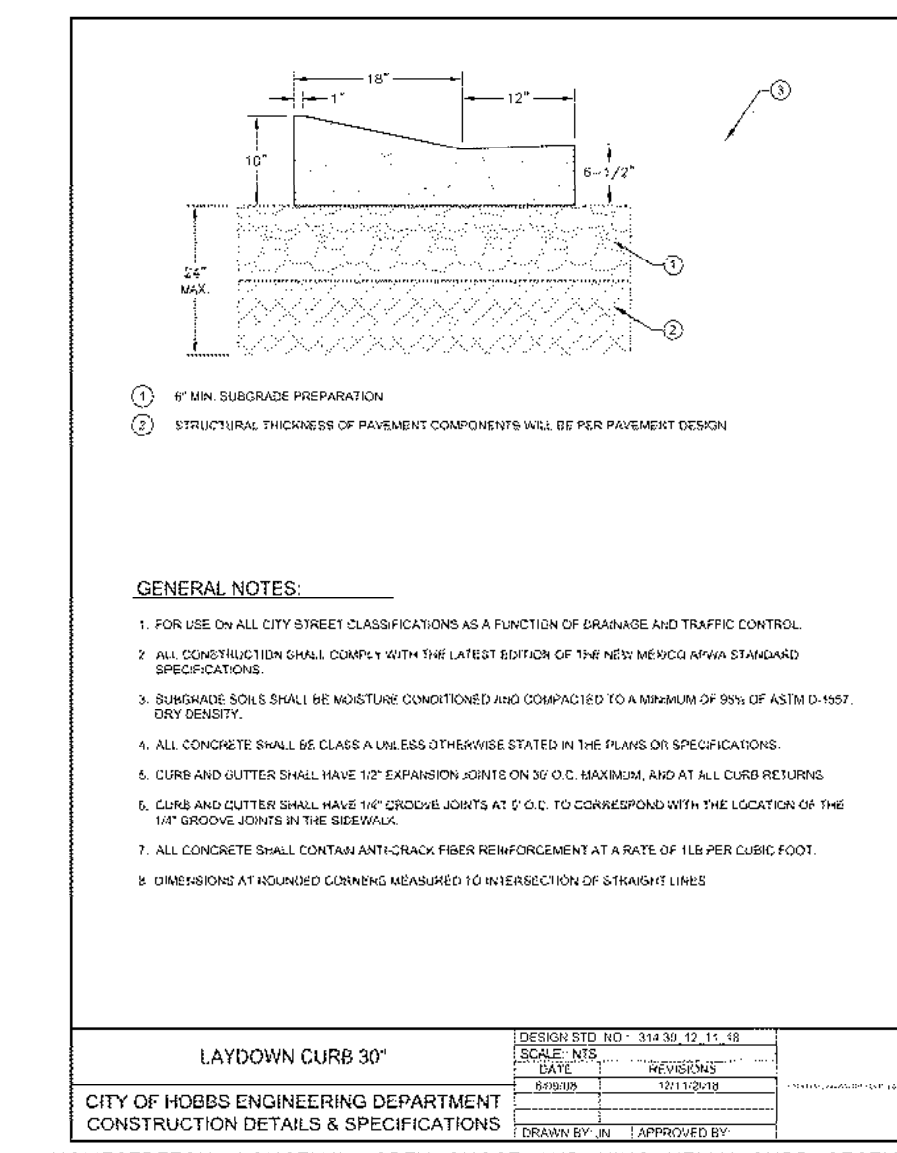
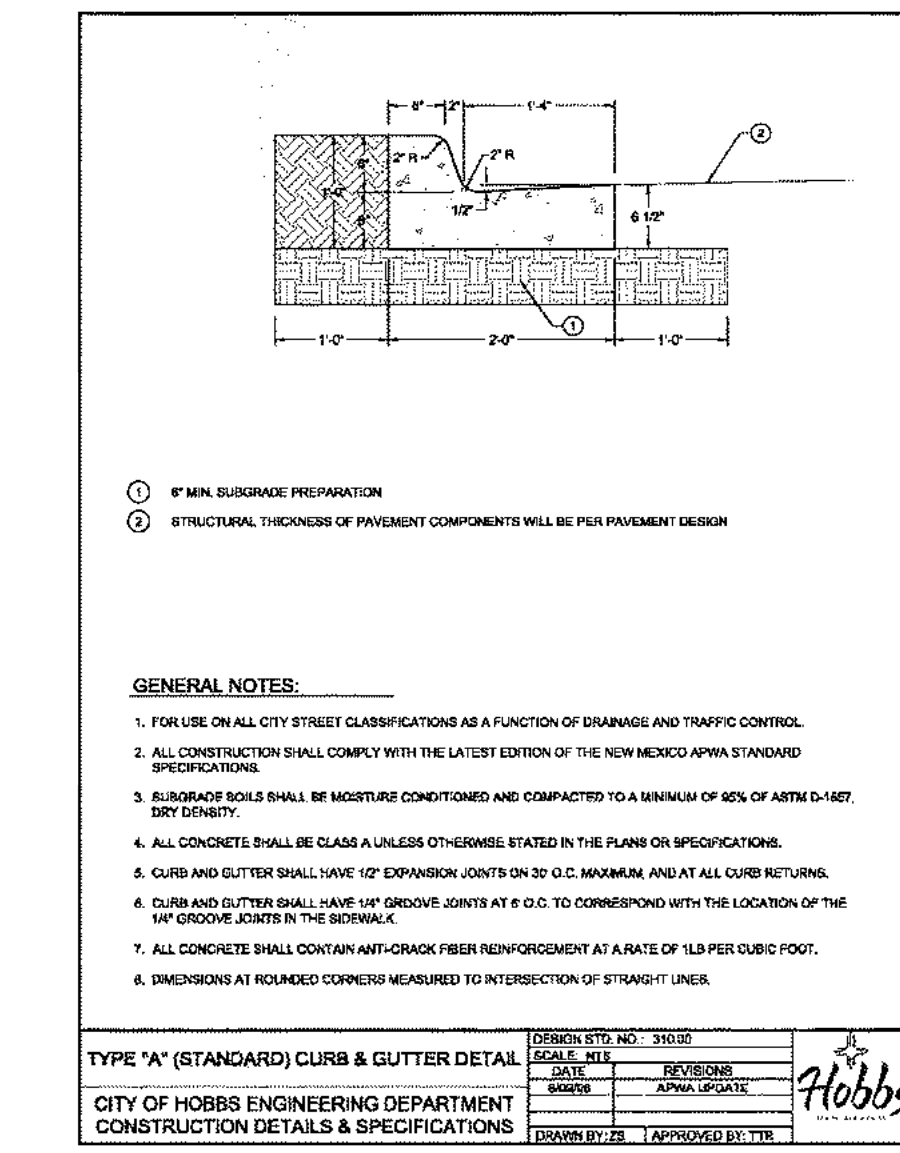
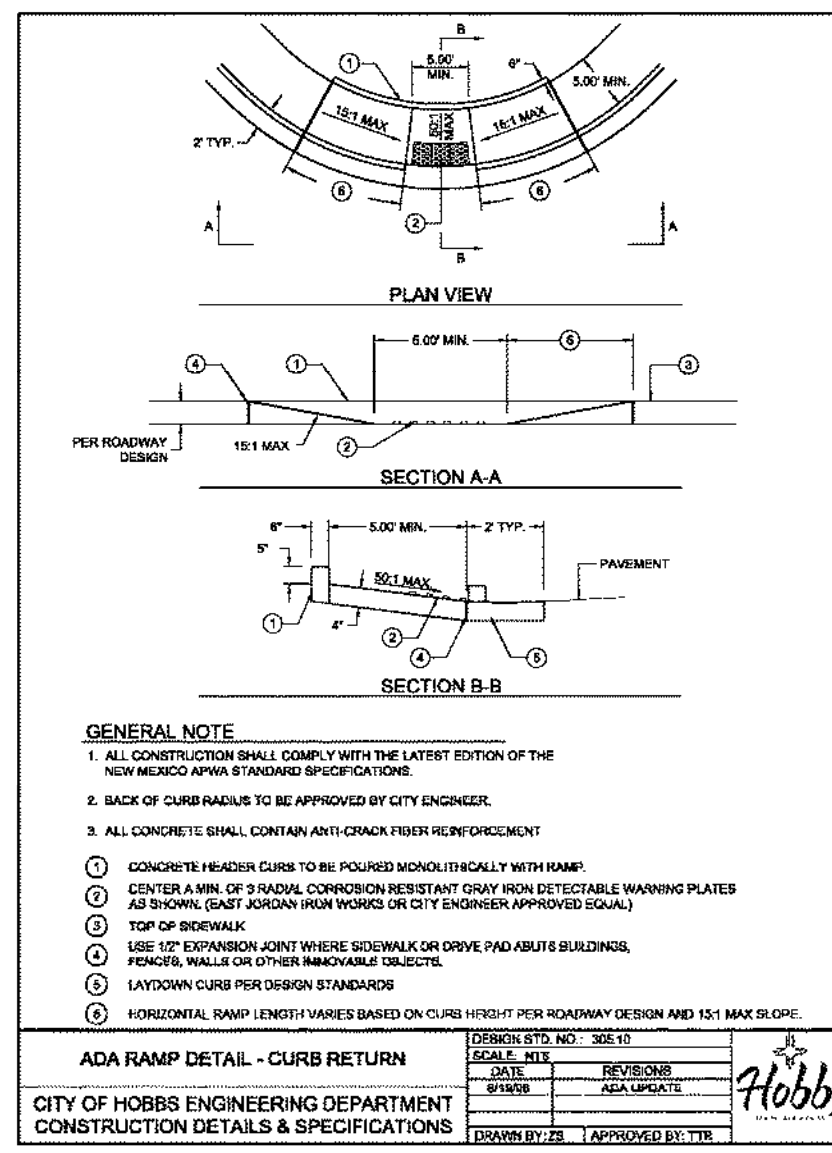
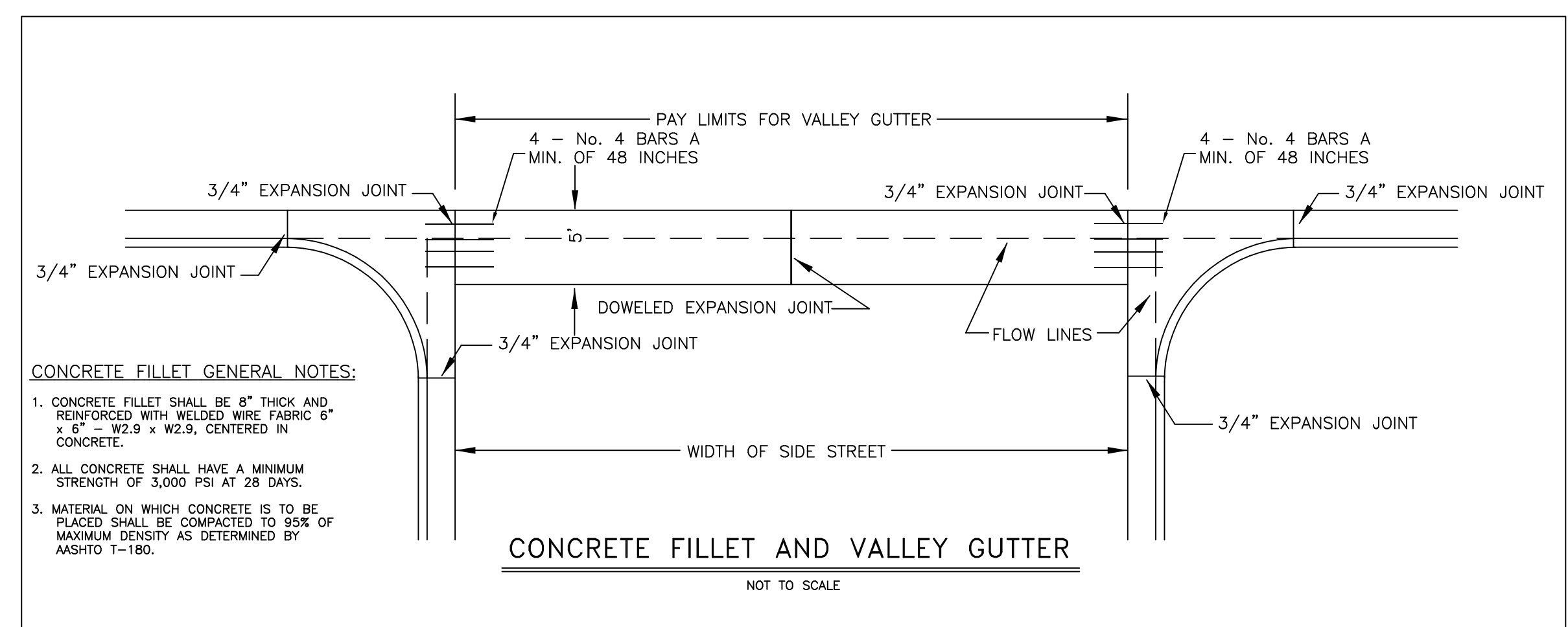
VALVE SIZE	A	B	C	D
4"	12"	20"	4"	0"
6"	12"	22"	4"	0"
8"	12"	24"	4"	0"
10"	12"	26"	4"	0"
12"	12"	28"	4"	0"





**ROADWAY CONSTRUCTION GENERAL NOTES:**

ALL CONCRETE WORK SHALL INCLUDE FIBER REINFORCEMENT. FIBERS SHALL BE VIRGIN POLYPROPYLENE STRANDS (APPROX. 3/4 inches IN LENGTH). ALL CONCRETE SHALL CONTAIN APPROXIMATELY 1.5 LBS. OF FIBER PER CUBIC YARD OF CONCRETE. NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE FOR SUCH WORK AND SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION. FIBER REINFORCEMENT DOES DELETE REQUIREMENT FOR STEEL REINFORCEMENT WHEN REQUIRED BY DETAILS ON THIS SHEET.



NO.	DATE	BY	CHK	ENGR	APP.
1					
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4					
5					

**ZIA CROSSING UNIT 9**

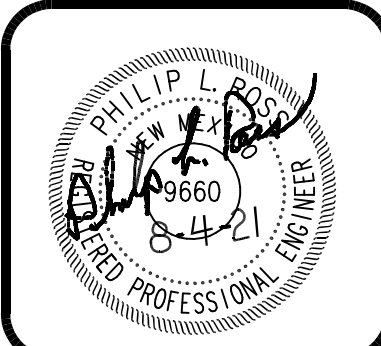
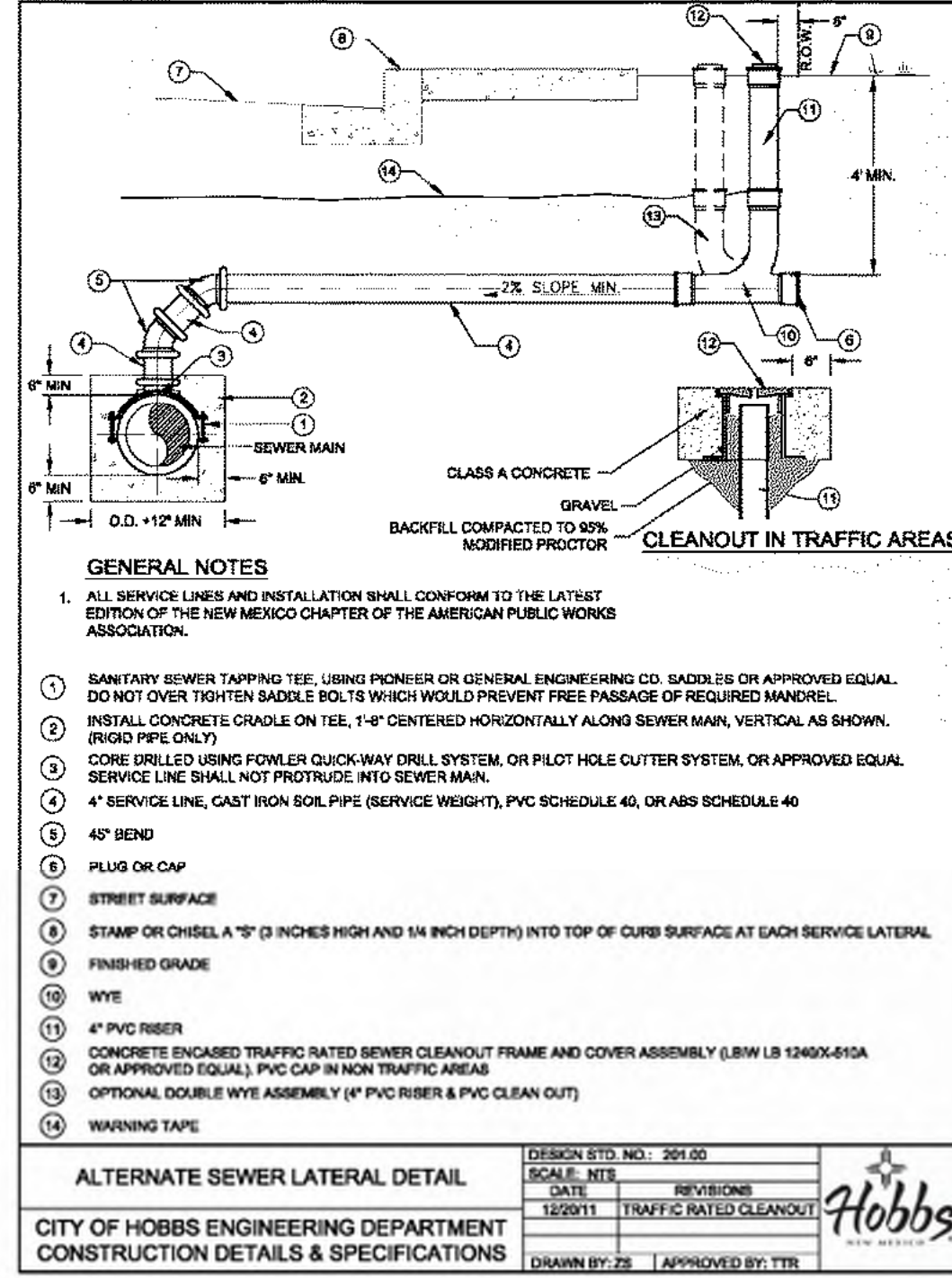
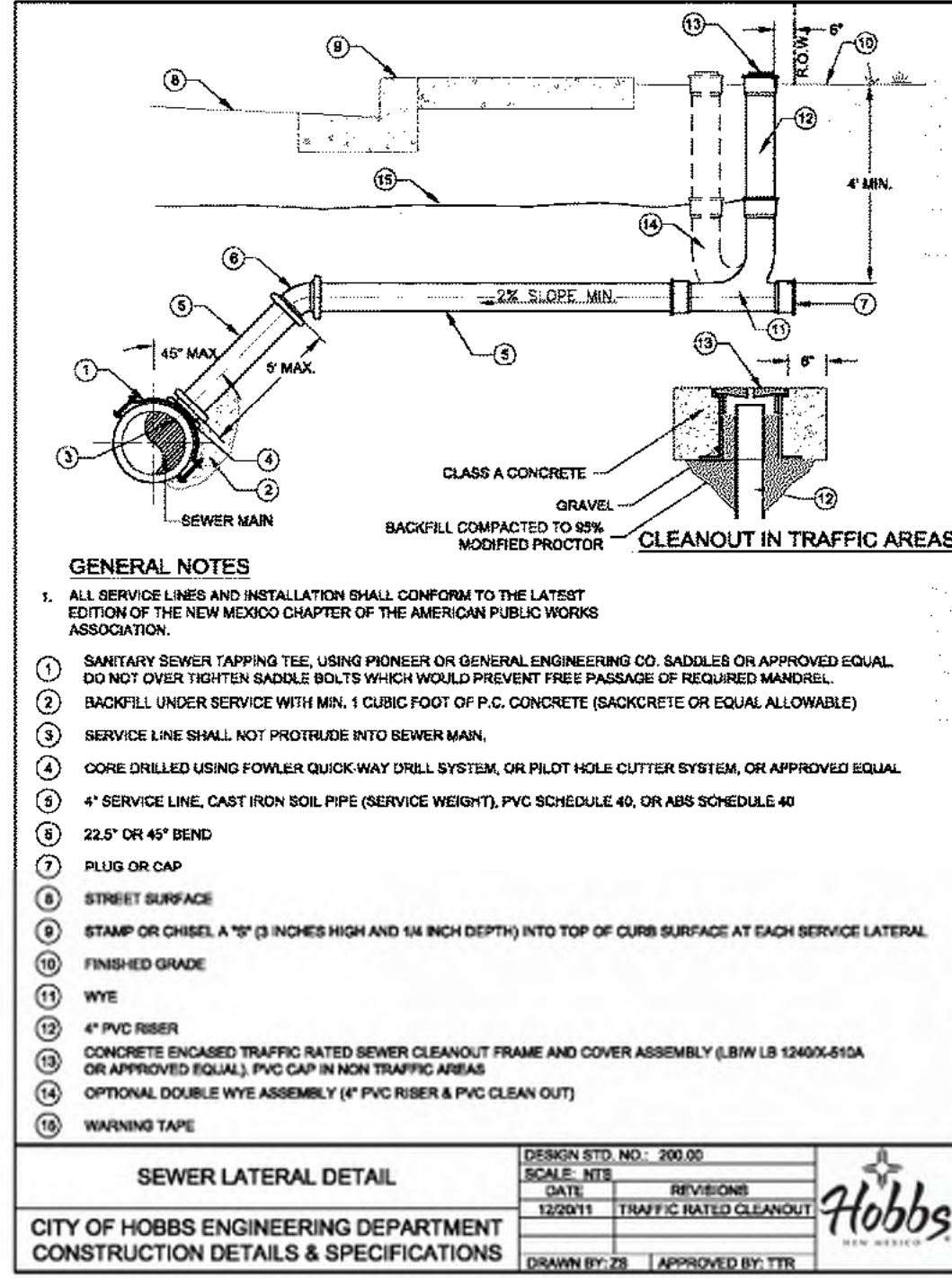
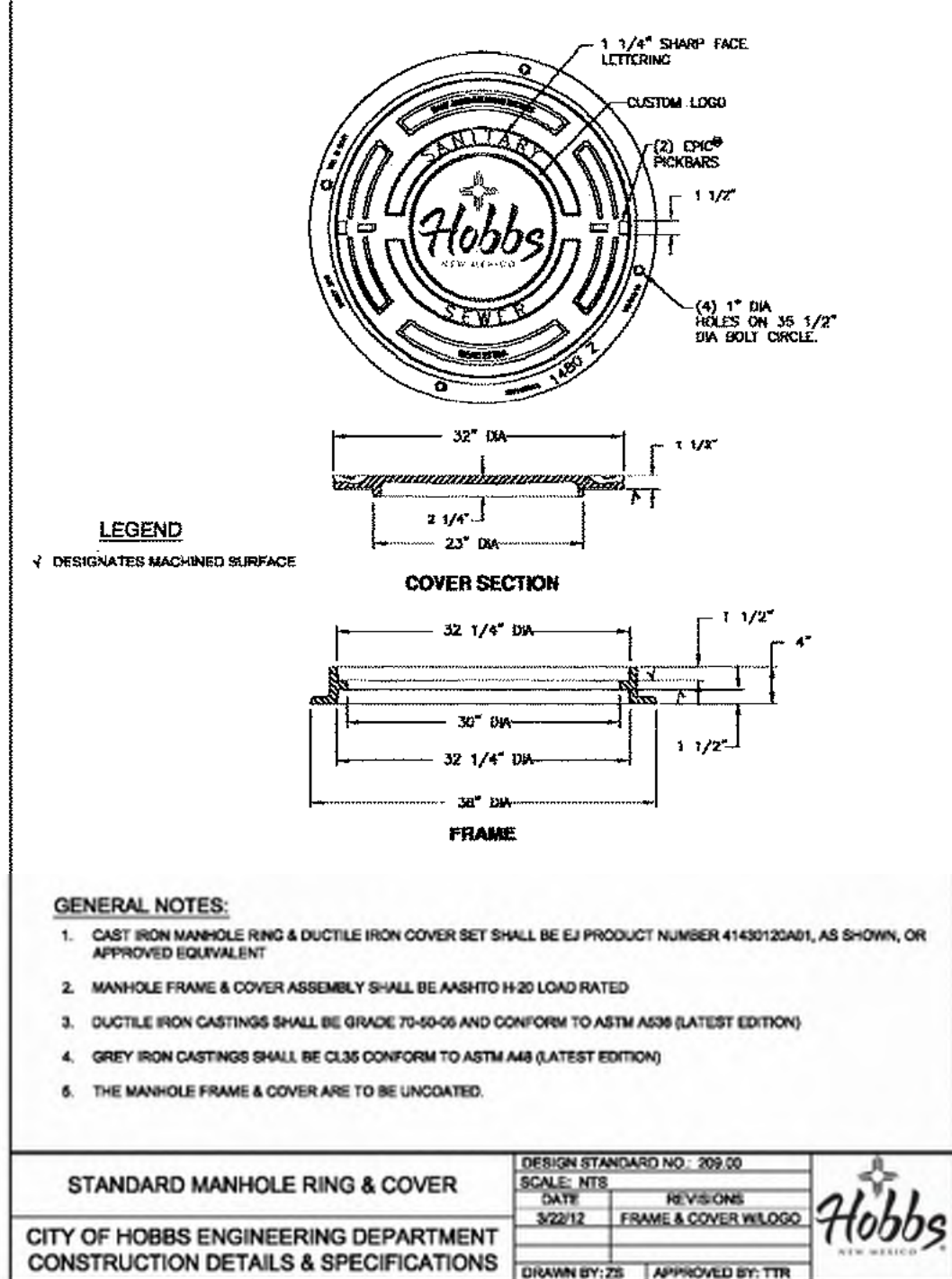
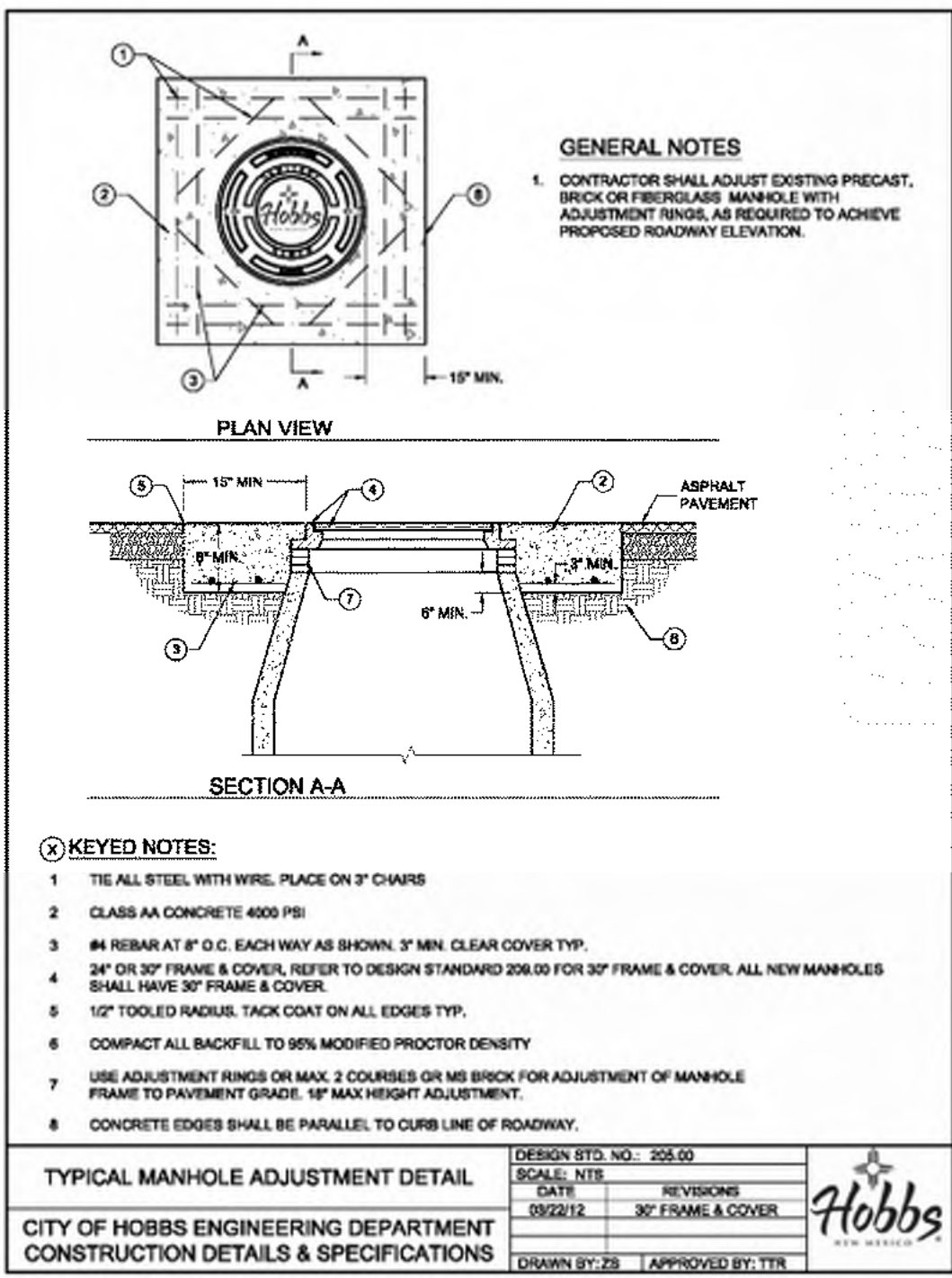
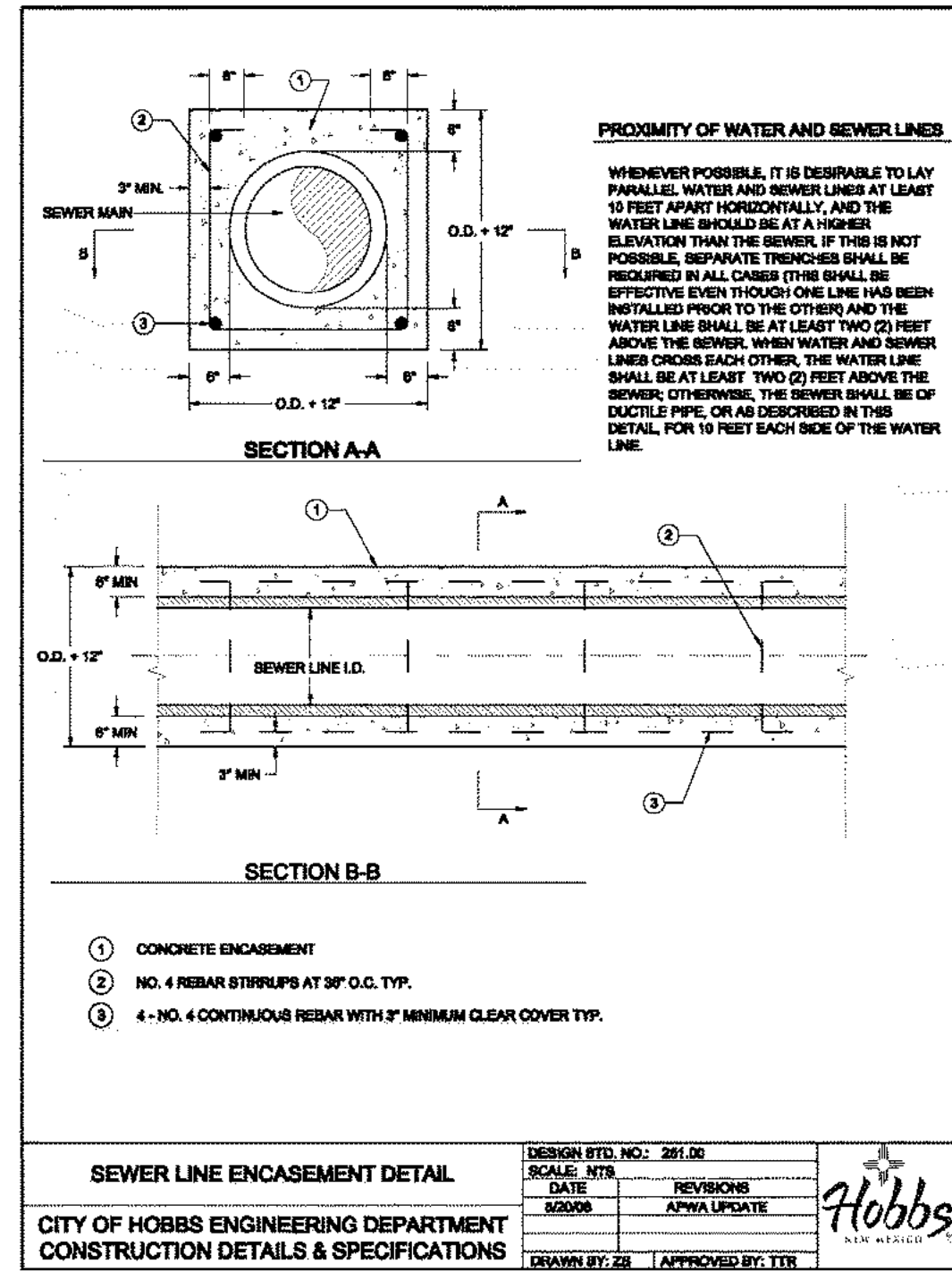
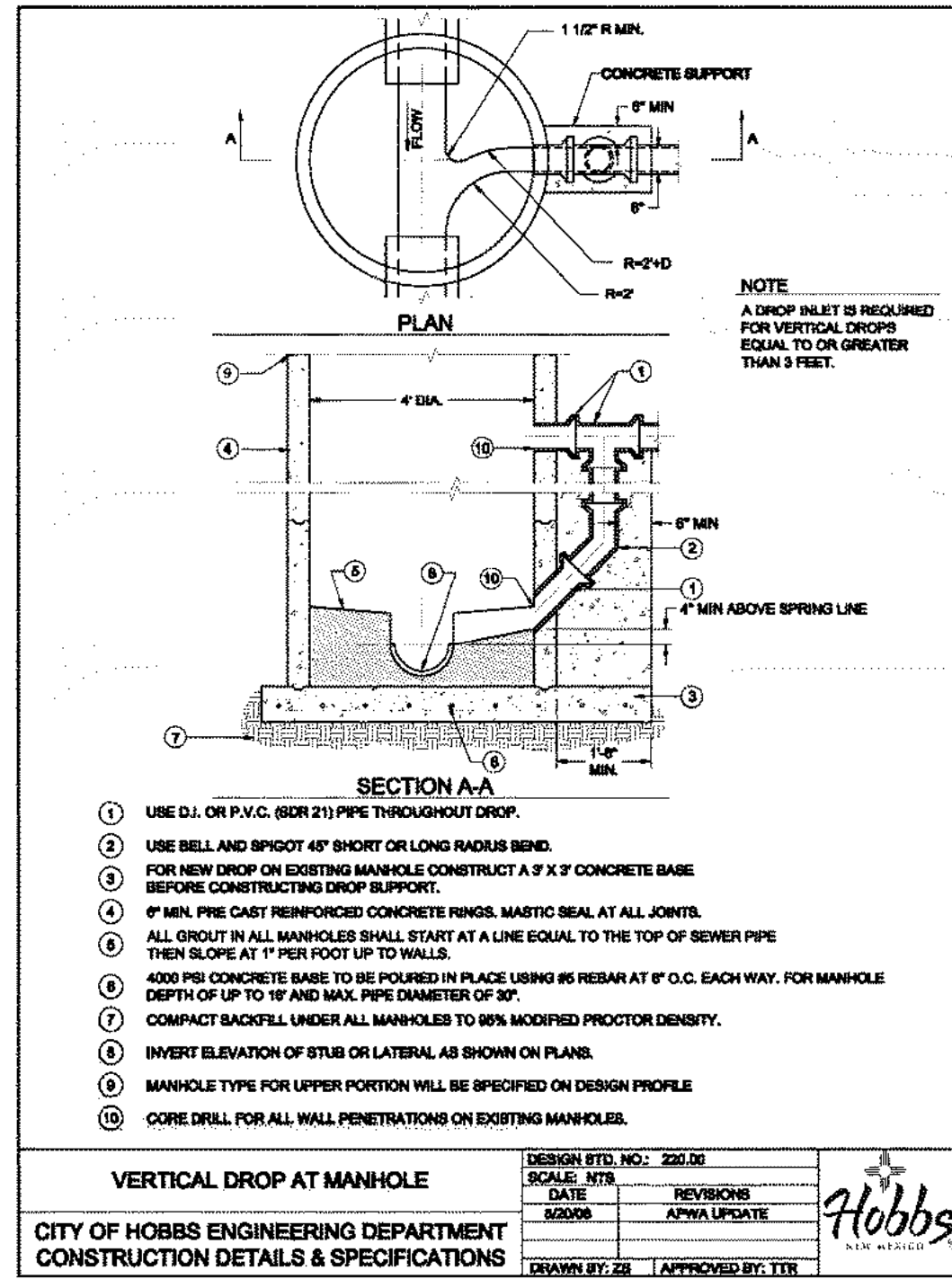
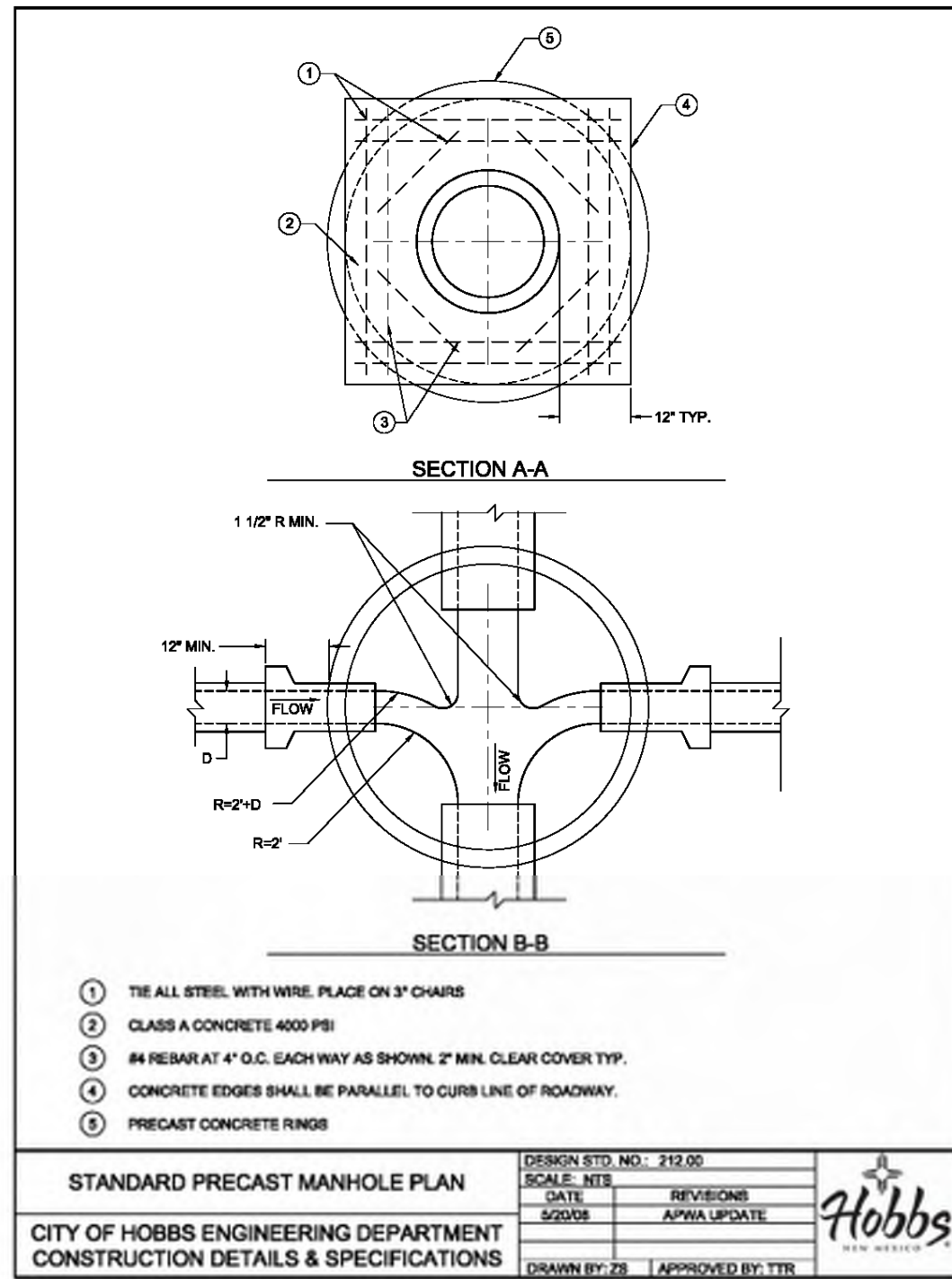
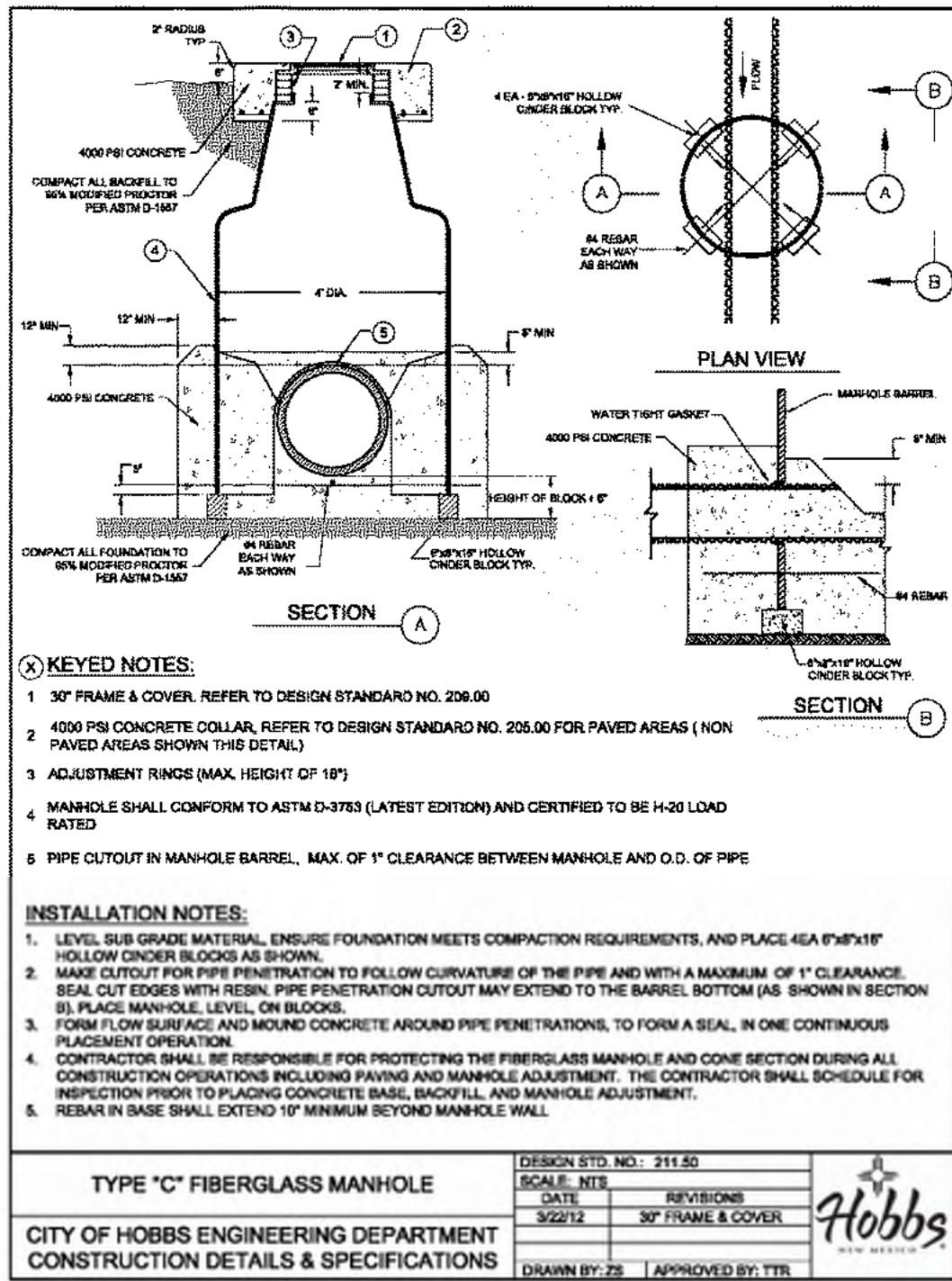
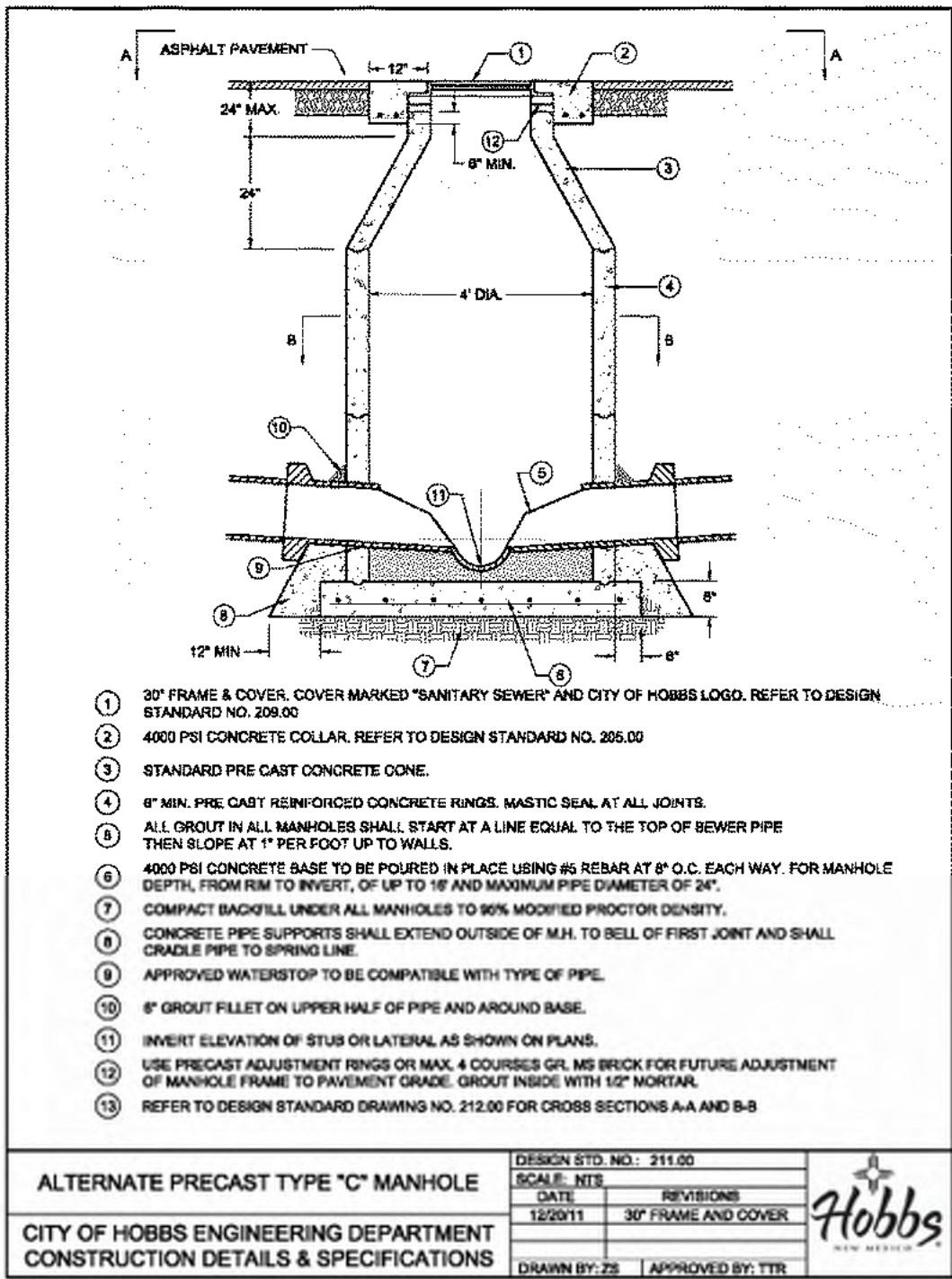
**ROADWAY DETAILS**



Drawn By:	Checked by:
SMM	PLR
Date:	Disk:
8/4/21	GENERAL
File Name:	Job No.:
ROAD	
SHEET	
R1	
R1 of R1 sheets	

ORIGINAL DRAWING SIZE 24" X 36"





NO.	DATE	REVISIONS:	CHK	ENGR	APP.
1					
2					
3					
4					
5					

ZIA CROSSING UNIT 9

SEWER DETAILS

the ROSS GROUP  
CONSULTING ENGINEERS  
410 N. DAL PASO  
HOBBS, NEW MEXICO 88240  
(505) 392-7918 TELE.  
(505) 392-9114 FAX

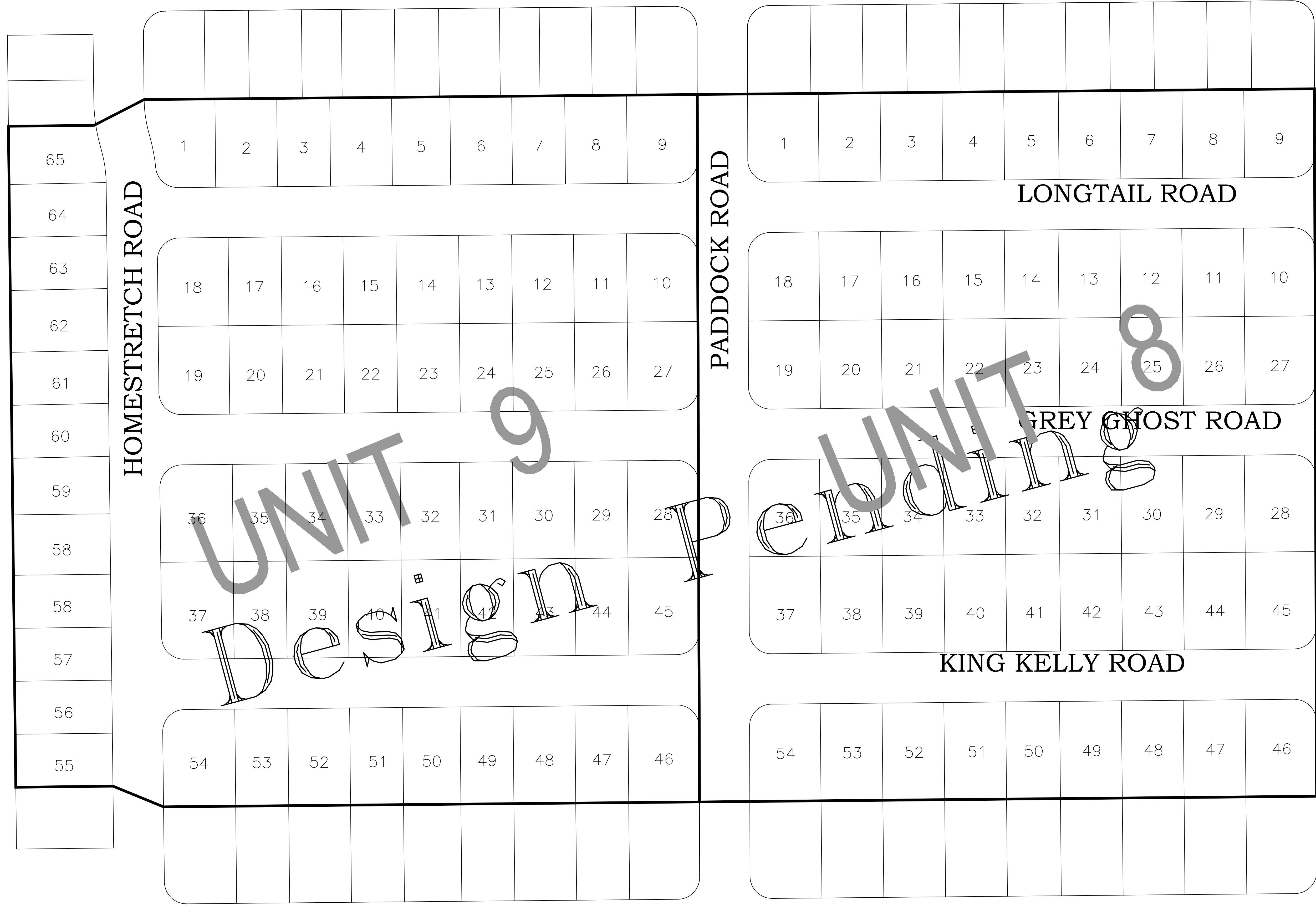
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SMM	PLR
Date:	Disk:
8/4/21	GENERAL
File Name:	Job No.:
SEWER	

SHEET  
**S1**  
S1 of S1 sheets

NOTE:  
SEE WATER DETAILS (SHEET W1) FOR  
TRENCH DETAILS, BOTH MECHANICAL  
COMPACTION AND/OR FLOWABLE FILL.

ORIGINAL DRAWING SIZE 24" X 36"





DRAWING PROVIDED BY XCEL ENERGY.

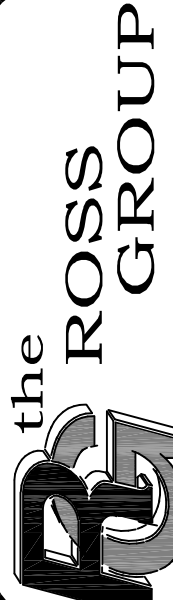
PRELIMINARY - NOT FOR CONSTRUCTION - UNDER REVIEW

ORIGINAL DRAWING SIZE 24" X 36".

DRAWING  
PROVIDED  
BY XCEL  
ENERGY.

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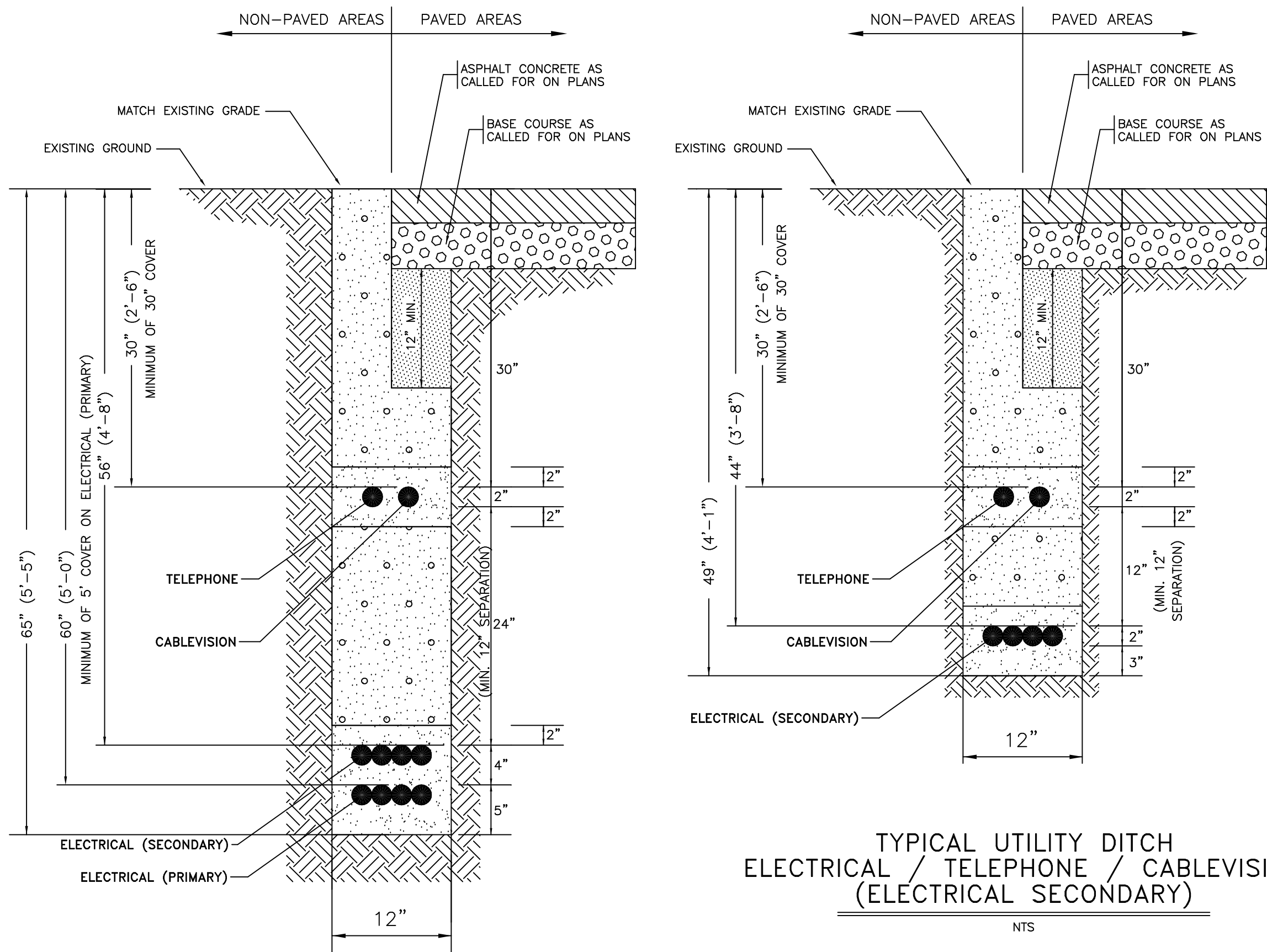
ZIA CROSSING UNIT 9  
UTILITY (ELECTRIC/CABLE/TELEPHONE)  
LAYOUT PLAN (BY XCEL ENERGY)



the ROSS GROUP  
CONSULTING ENGINEERS  
410 N. DAL PASO  
HOBBES, NEW MEXICO 88240  
(575) 392-7918 TELE.  
(575) 392-9114 FAX

Drawn By:	Checked by:
SMM	PLR
Date:	Disk:
8/4/21	GENERAL
File Name:	Job No.:
ROADS	

SHEET  
**U1**  
U1 of U2 sheets

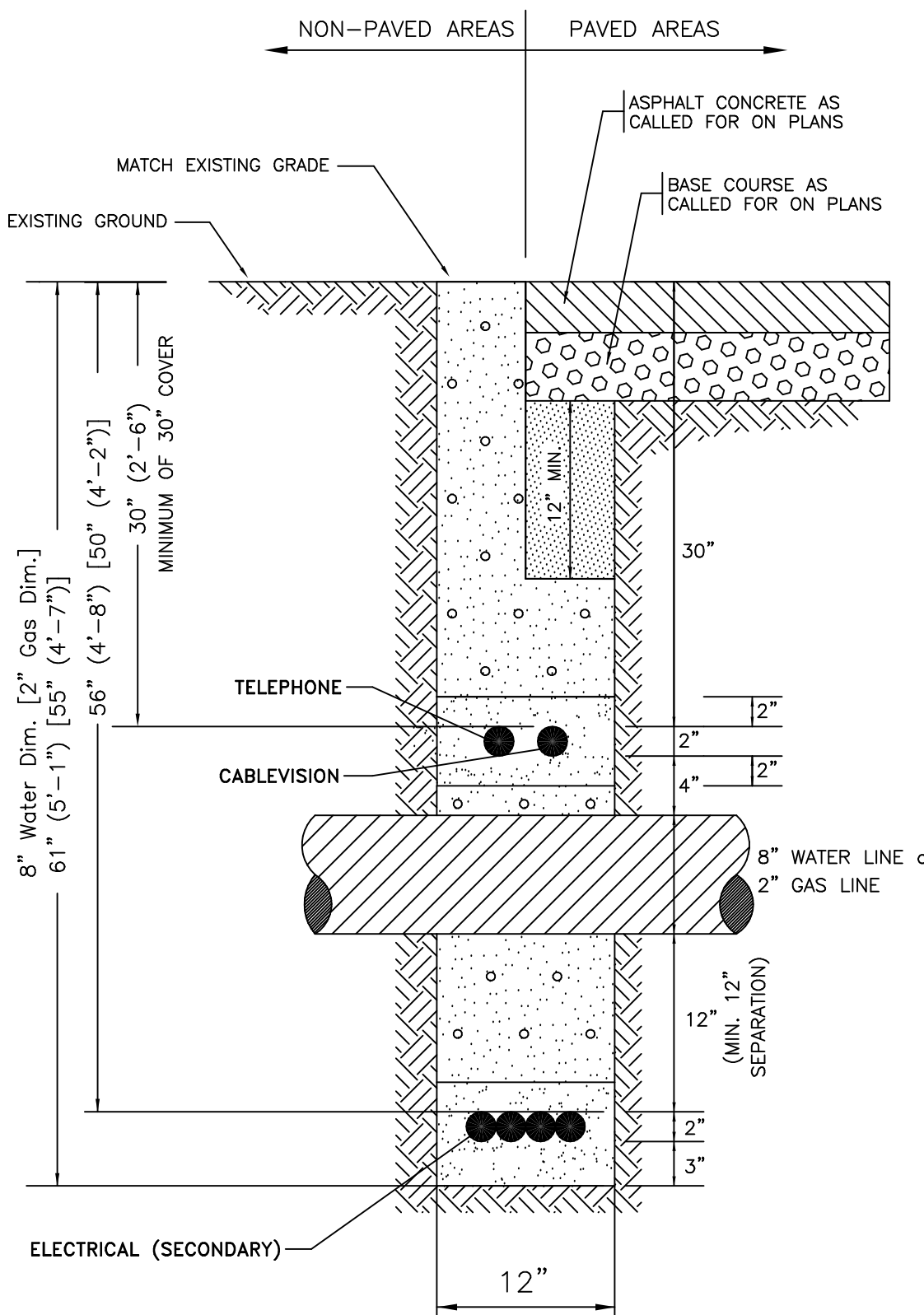


TYPICAL UTILITY DITCH  
ELECTRICAL / TELEPHONE / CABLEVISION  
(ELECTRICAL PRIMARY)  
NTS

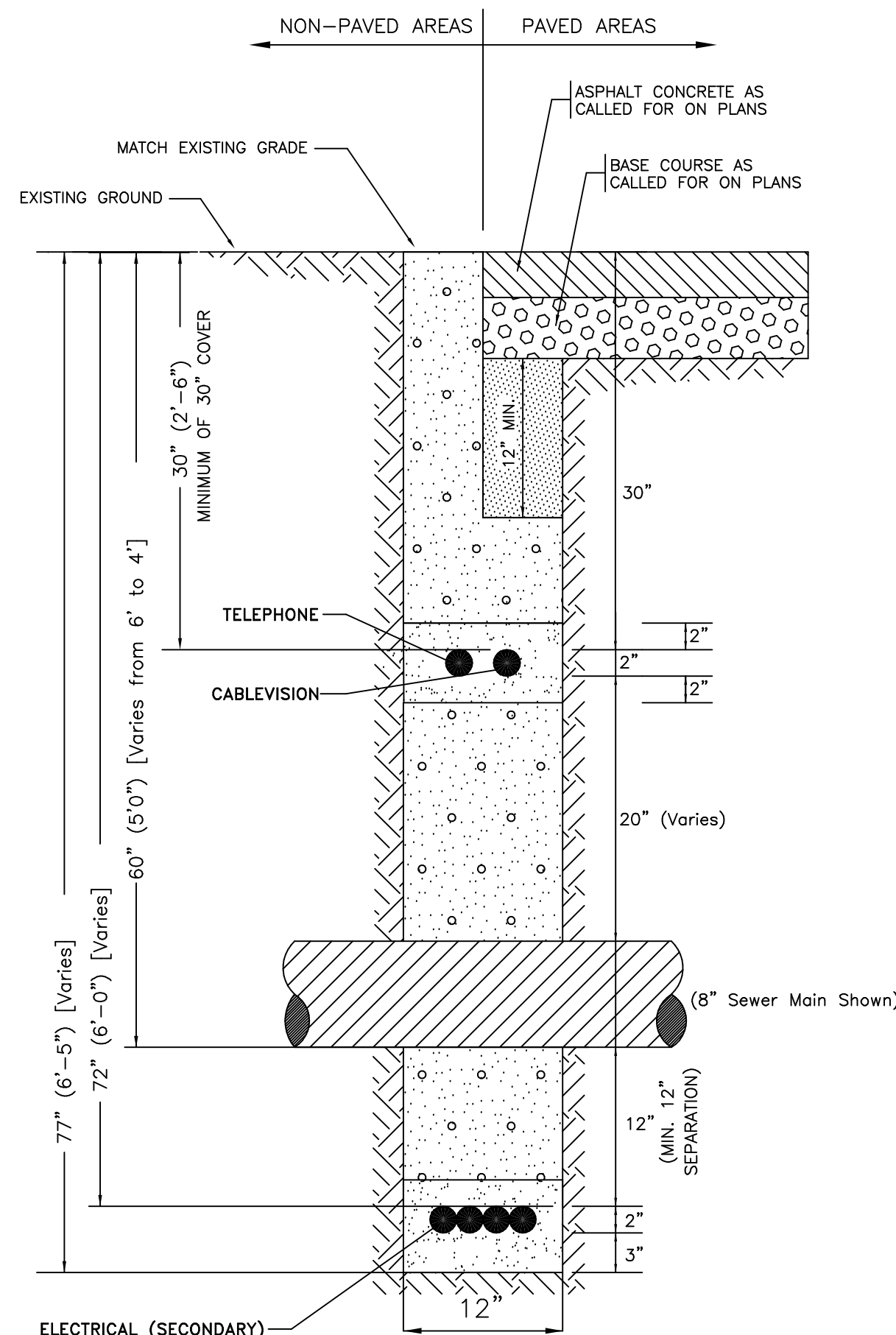
TYPICAL UTILITY DITCH  
ELECTRICAL / TELEPHONE / CABLEVISION  
(ELECTRICAL SECONDARY)  
NTS

LEGEND  
UTILITY DITCH COMPACTION AND MATERIAL REQUIREMENTS

NATIVE MATERIAL, 95% ASTM D-1557	SELECT BACKFILL MATERIAL, FREE FROM ROCKS GREATER THAN 1/4" INCH DIAMETER, DIRT CLODS, OR FROZEN MATERIAL
NATIVE MATERIAL, 90% ASTM D-1557	UNDISTURBED EARTH



TYPICAL UTILITY DITCH AT WATER/GAS CROSSING  
ELECTRICAL / TELEPHONE / CABLEVISION  
(ELECTRICAL SECONDARY)  
NTS



TYPICAL UTILITY DITCH AT SEWER CROSSING  
ELECTRICAL / TELEPHONE / CABLEVISION  
(ELECTRICAL SECONDARY)  
NTS

## LEGEND

- ▲ 16 UNIT CBU (TOTAL 8 FOR UNITS 8 & 9)  
4 EXISTING INSTALLED WITH UNIT 8 AND  
4 PROPOSED FOR INSTALLATION WITH UNIT 9  
TOTAL # OF LOTS UNIT 8 & 9 IS 119.  
TOTAL # OF BOXES = 8 x 16 = 128.



CLUSTER BOX UNIT (CBU) TYPE AND LOCATION  
NTS

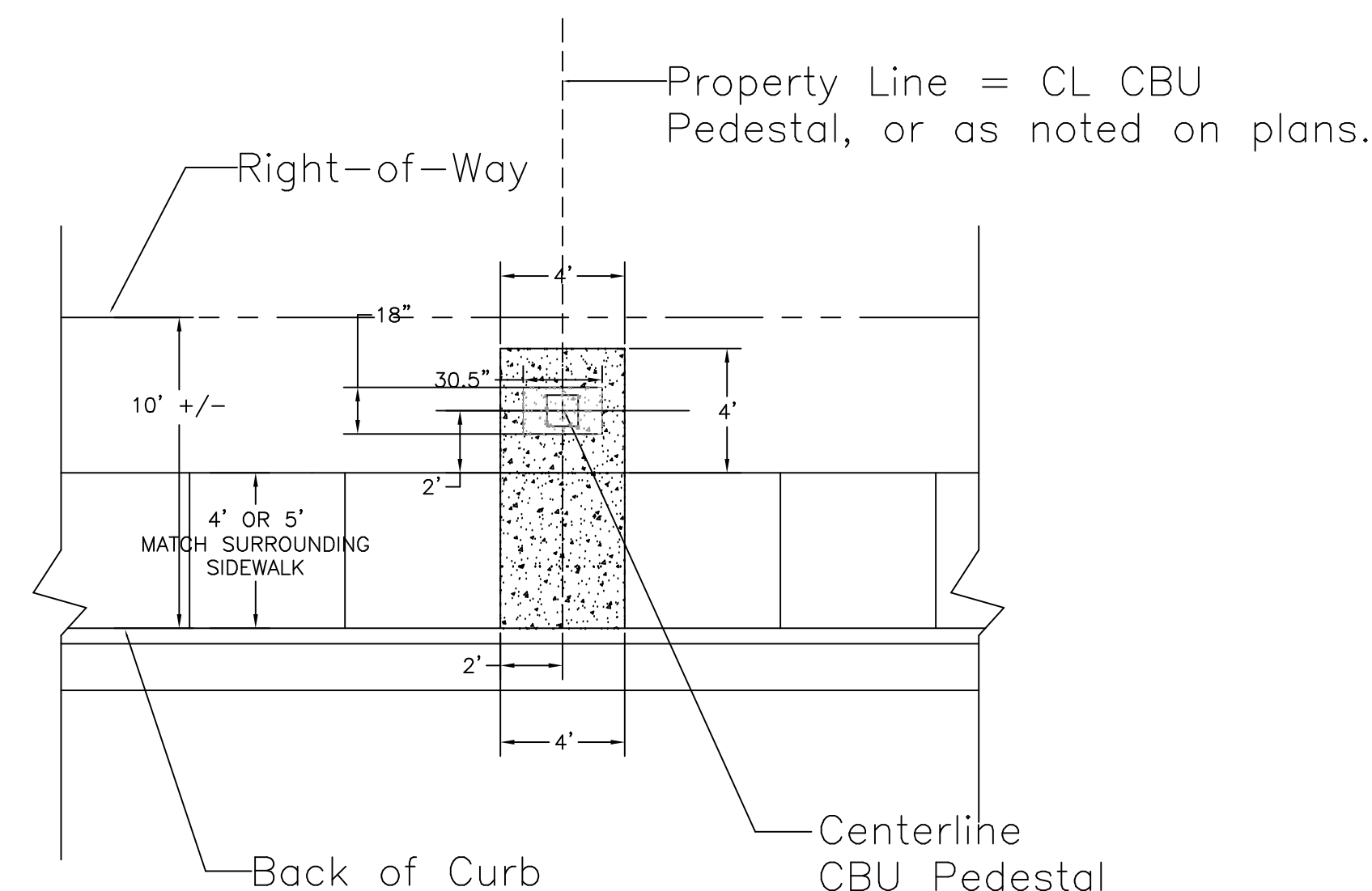
## CONSTRUCTION NOTES: DITCHING (UTILITY) CONTRACTOR

- DITCHES, BACKFILL MATERIALS, BACKFILL & COMPACTION PROVIDED BY DITCHING CONTRACTOR.
- DITCHING CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH ALL UTILITY OWNERS AND FOR THE PROTECTION OF ALL FACILITIES AFTER THEIR INSTALLATION. IF APPLICABLE, GAS COMPANY SHALL DITCH, INSTALL, BACKFILL AND COMPACT THEIR OWN UTILITIES.
- ANY UTILITIES DAMAGED BY THE DITCHING CONTRACTOR DURING TRENCHING, COMPACTION, OR INSTALLING SERVICE LATERALS SHALL BE REPAIRED AND/OR REPLACED AT THE EXPENSE OF THE DITCHING CONTRACTOR.
- EXTRA DEPTH NECESSARY FOR THE ELECTRICAL PRIMARY AND SECONDARY TO CROSS UNDER WATER or SEWER LINES AS SHOWN IN THE TYPICAL DETAILS IS CONSIDERED INCIDENTAL AND NO EXTRA PAYMENT WILL BE MADE.

## CLUSTER BOX UNITS (CBU'S) GENERAL NOTES:

CBU'S AVAILABLE AT [WWW.MAILBOXES.COM](http://WWW.MAILBOXES.COM).

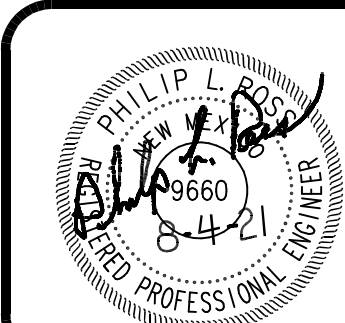
16 UNIT CBU TO BE MODEL NUMBER 3316, WITH PEDESTAL 3385. MANUFACTURED BY SALSBUURY INDUSTRIES - ALL ALUMINUM CONSTRUCTION CONTAINING AN OUTGOING MAIL SLOT AND 2 PARCEL LOCKERS EACH. ALL CBU KEYS TO BE DELIVERED TO THE ENGINEER FOR DELIVERY TO THE POST OFFICE.



- Notes:
- Dimensions shown allow approximately 6.25' clearance in front of CBU (mailbox).
  - See manufacturer's installation guide for installation of CBU pedestal and box.
  - Centerline of CBU Pedestal shall not be located closer than 25' from curb return at corner lots.
  - If CBU placed in area with out curb and gutter, 4' x 4' sidewalk still required in front of slab for pedestal.

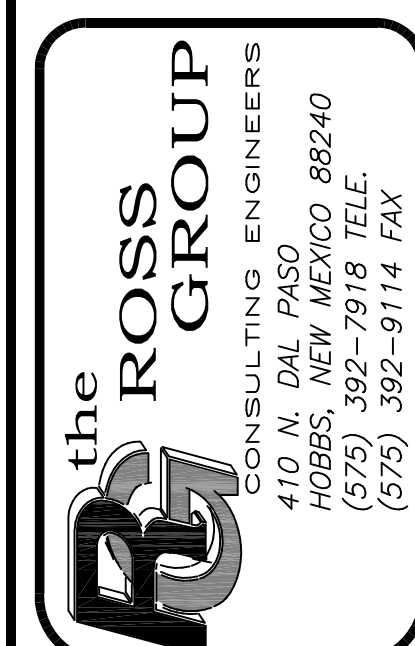
## TYPICAL CLUSTER BOX UNIT (CBU) CONCRETE DETAIL

NTS



NO.	DATE	REVISIONS:	BY	CHK	ENGR	APP.
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ZIA CROSSING UNIT 9  
POST OFFICE CLUSTER BOX DETAILS  
UTILITY (ELECTRIC / CABLE / TELEPHONE)  
TRENCH DETAILS



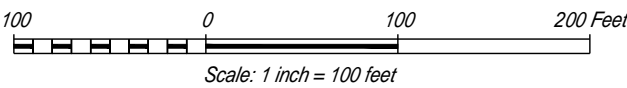
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SMM	PLR
Date:	Disk:
8/4/21	GENERAL
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






SHEET  
**U2**  
U2 of U2 sheets

ORIGINAL DRAWING SIZE 24" X 36".

ITEM 6.f -

Review and Consider ETJ Subdivision SE Corner Jones Rd. & Bensing



-  - DENOTES SET 1/2" STEEL ROD W/CAP MARKED  
 "JWSC PS 12641" UNLESS NOTED OTHERWISE
-  - DENOTES FOUND CORNER, AS NOTED
- \_\_\_\_\_ E \_\_\_\_\_  - DENOTES ELECTRIC LINE WITH POLE
- \_\_\_\_\_ UE \_\_\_\_\_  - DENOTES GTE BURIED LINE
- \_\_\_\_\_ W \_\_\_\_\_  - DENOTES WATER LINE W/WALVE
- \_\_\_\_\_ G \_\_\_\_\_  - DENOTES ZIA GAS LINE WITH TEE VALVE
- \_\_\_\_\_ 5'-SB \_\_\_\_\_ 5'-SB \_\_\_\_\_  - DENOTES 5 FT. BUILDING SETBACK LINE
- \_\_\_\_\_ 35'-SB \_\_\_\_\_ 35'-SB \_\_\_\_\_  - DENOTES 35 FT. BUILDING SETBACK LINE
- \_\_\_\_\_ 45'-SB \_\_\_\_\_ 45'-SB \_\_\_\_\_  - DENOTES 45 FT. BUILDING SETBACK LINE

- 1) 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.
- 2) BASED ON THE FLOOD INSURANCE RATE MAP FOR THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO AND INCORPORATED AREAS, MAP NUMBER 35025C1175D, EFFECTIVE DATE: DECEMBER 16, 2008, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY THIS TRACT LOCATED IN SECTION 20, TOWNSHIP 17 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO IS DESIGNATED AS "ZONE 'D'" BEING DEFINED AS AREAS IN WHICH FLOOD HAZARDS ARE UNDETERMINED, BUT POSSIBLE.
- 3) ADJACENT OWNERSHIP OBTAINED FROM LEA COUNTY ASSESSOR'S OFFICE.
- 4) UTILITY LOCATIONS SHOWN HEREON ARE FROM OBSERVED EVIDENCE, ACTUAL LOCATIONS SHOULD BE VERIFIED.
- 5) DATE OF SURVEY: MAY 19, 2021

**OWNER'S STATEMENT, DEDICATION AND AFFIDAVIT:**

THE FOREGOING SUBDIVISION OF THAT TRACT DESCRIBED IN THAT CERTAIN WARRANTY DEED, FILED IN BOOK 2136, PAGE 844, LEA COUNTY RECORDS, LEA COUNTY, NEW MEXICO, BEING THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4NW/4SW/4) OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO

SAD PROPERTY IS BEING SUBDIVIDED AS THE SAME APPEARS HEREON, WITH ALL RIGHTS-OF-WAY AS SHOWN BEING DEDICATED TO THE PUBLIC, COMPRISING PROSISE LAND DIVISION TO LEA COUNTY, NEW MEXICO, WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR THEREOF; NOTICE IS HEREBY GIVEN THAT THERE HAS BEEN FILED IN THE OFFICE OF THE COUNTY CLERK OF LEA COUNTY, NEW MEXICO, CERTAIN RESTRICTIVE COVENANTS APPLICABLE TO THE ABOVE DESCRIBED PROPERTY, WHICH SAID COVENANTS ARE RECORDED ON PAGE \_\_\_\_\_ OF BOOK \_\_\_\_\_, MISCELLANEOUS RECORDS OF SAID COUNTY.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER OF SAID LAND, HAS HEREUNTO SET HIS HAND THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2022 A.D.

JOSHUA PROSISE

**ACKNOWLEDGMENT:**

STATE OF NEW MEXICO  
COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 A.D., BY JOSHUA PROSISE.

NOTARY PUBLIC

**CERTIFICATE OF MUNICIPAL APPROVAL BY RESOLUTION:**

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 PROSISE LAND DIVISION WAS APPROVED BY THE COMMISSION OF THE CITY OF HOBBS BY RESOLUTION No. \_\_\_\_\_ ON THE \_\_\_\_\_ OF \_\_\_\_\_, 2022 A.D.

JAN FLETCHER, CITY CLERK

**ACKNOWLEDGMENT:**

STATE OF NEW MEXICO  
COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 A.D., BY JAN FLETCHER.

NOTARY PUBLIC

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

THE PLAT, RESTRICTIONS AND DEDICATION REVIEWED AND APPROVED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 A.D., BY  
THE CITY PLANNING BOARD OF HOBBS, NEW MEXICO.

CHAIRMAN: WILLIAM M. HICKS, III

**ACKNOWLEDGMENT:**

STATE OF NEW MEXICO  
COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 A.D., BY WILLIAM M. HICKS

NOTARY PUBLIC

**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.

DATE: \_\_\_\_\_



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TBPLS# 10021000

**CERTIFICATE OF APPROVAL BY THE LEA COUNTY PLANNING & ZONING BOARD:**

BE IT KNOWN THAT THE PLAT OF PROPOSED LAND DIVISION, CONSISTING OF LAND SUBDIVIDED AS PROPOSED IN LEA COUNTY, NEW MEXICO, WAS SUBMITTED TO THE LEA COUNTY PLANNING AND ZONING BOARD, ASSEMBLED AT A MEETING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, A.D., AND THE SUBDIVISION AS SHOWN IN THE ATTACHED PLAT WAS THEREBY APPROVED AND ACCEPTED BY A MAJORITY OF THE SAID BOARD.

*DANIEL JOHNCOX, CHAIRMAN*

ATTEST: KEITH MANES, LEA COUNTY CLERK

BY \_\_\_\_\_ DEPUTY

**ACKNOWLEDGMENT:**

STATE OF NEW MEXICO  
COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 A.D., BY DANIEL JOHNCOX AND KEITH MANES.

NOTARY PUBLIC



Scale: One Inch = One Hundred Feet  
CAD Drafter & Date: DSS - 06/18/2021  
JWSC W.O. No.: 21.11.0215  
JWSC File No.: D -1400

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**STATE OF NEW MEXICO  
COUNTY OF LEA ~ FILED:**



ITEM 6.g -

Review and Consider Notice Stating The Reasonable Notice Procedures For The City Of Hobbs Planning Board Pursuant To The New Mexico Open Meetings Act

CITY OF HOBBS PLANNING BOARD

NOTICE STATING THE REASONABLE NOTICE PROCEDURES FOR  
THE CITY OF HOBBS PLANNING BOARD PURSUANT TO THE  
NEW MEXICO OPEN MEETINGS ACT

WHEREAS, The City of Hobbs Planning Board met in regular session at the City Hall, City Commission Chambers located at 200 E. Broadway, 1<sup>st</sup> Floor Annex, Hobbs, New Mexico on January 18, 2022, at 10 a.m. as required by law; and

WHEREAS, Section 10-15-1(B) of the Open Meetings Act (NMSA 1978, Sections 10-15-1 to -4) states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of quorum of members of any board, council, commission, administrative adjudicatory body or other policymaking body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times; and

WHEREAS, all persons desiring shall be permitted to attend and listen to the deliberations and proceedings of all public meetings; and

WHEREAS, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs shall be held only after reasonable notice to the public; and

WHEREAS, Section 10-15-1(D) of the Open Meetings Act requires the City of Hobbs Planning Board to determine annually what constitutes reasonable notice of its public meetings;

NOW, THEREFORE BE IT RESOLVED BY THE CITY OF HOBBS PLANNING BOARD that:

1. All meetings shall be held at City Hall, City Commission Chambers, 200 E. Broadway, 1<sup>st</sup> Floor Annex, Hobbs, New Mexico at 10 a.m., or as otherwise indicated in the meeting's notice.
2. Unless otherwise specified, regular meetings shall be held once a month (January, February, March, April, May, June, July, August, September, October, November and December) on the third Tuesday of the month. The agenda will be available at least seventy-two hours prior to the meeting from the City Clerk's Office, whose office is located at City Hall, 200 E. Broadway, in Hobbs, New Mexico. The agenda will also be posted on the Public Notice Board located on the first floor of City Hall, and on the City of Hobbs' website at [www.hobbsnm.org](http://www.hobbsnm.org).
3. Special meetings may be called at any time by the written request to the Chairperson of the Planning Board by three (3) members, or on call by the Chairperson with the written consent of all members of the Board. In the event a special meeting is called, three days' notice must be given to the members of the Board of the calling of such special meeting. The notice for a special meeting shall include an agenda for the meeting or information on how a copy of the agenda may be obtained. The agenda will be available at least seventy-two hours before the meeting and posted on the City of Hobbs' website at [www.hobbsnm.org](http://www.hobbsnm.org).

4. Emergency meetings will be called only under unforeseen circumstances that demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The City of Hobbs Planning Board will avoid emergency meetings whenever possible. Emergency meetings may be called by the Board Chair or a majority of the members with twenty-four hours prior notice, unless threat of personal injury or property damage requires less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda. Within ten days of taking action on an emergency matter, the City of Hobbs Planning Board, through the City of Hobbs City Commission, will notify the Attorney General's Office.
5. For the purpose of regular meetings described in Paragraph 2 of this notice, notice requirements are met if notice of the date, time, place and agenda is posted in the following locations: on the Public Notice Board located on the first floor of City Hall, and the City of Hobbs' website at [www.hobbsnm.org](http://www.hobbsnm.org). Copies of the written notice shall also be mailed to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.
6. For the purposes of special meetings and emergency meetings described in Paragraphs 3 and 4, notice requirements are met if notice of the date, time, place and agenda is provided by telephone to newspapers of general circulation in the state and posted on the Public Notice Board located on the



first floor of City Hall. Telephone notice also shall be given to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.

7. In addition to the information specified above, all notices shall include the following language:

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 hearing or meeting, please contact The City Clerk's Office at City Hall located at 200 E. Broadway, Hobbs, New Mexico or by calling (575) 397-9232 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.

8. The City of Hobbs Planning Board may close a meeting to the public only if the subject matter of such discussion or action is excepted from the open meeting requirement under Section 10-15-1(H) of the Open Meetings Act.

(a) If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the City of Hobbs Planning Board taken during the open meeting. The authority for the closed meeting and the subjects to be discussed shall be stated with reasonable specificity in the motion to close and the vote of each individual member on the motion

to close shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.

(b) If a closed meeting is conducted when the City of Hobbs Planning Board is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity, is given to the members and to the general public.

(c) Following completion of any closed meeting, the minutes of the open meeting that was closed or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.

(d) Except as provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall be made by vote of the City of Hobbs Planning Board in an open public meeting.

9. As provided by NMSA 1978, §10-15-1(C), a member of the public body may participate in a meeting of the public body by means of a conference telephone or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of

the public body who speaks during the meeting. Additionally, the City of Hobbs Planning Board may hold “virtual” meetings in response to a public health threat or corresponding public health orders from the State of New Mexico, provided that all measures advisable and necessary are implemented to ensure public access and participation.

PASSED, ADOPTED AND APPROVED this \_\_\_\_ day of January, 2022.

\_\_\_\_\_  
W.M. “Tres” Hicks, Chair

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk

ITEM 6.h -

Review and Consider Planning Board Calendar



**Planning Board Calendar  
2022 Calendar Year**

<b>Month</b>	<b>Date for Planning Board Meeting</b>	<b>Date for Receipt of Planning Board Packet</b>	<b>Date for Plan/Plat Submittals to City</b>
January	Jan. <b>18</b>	Jan. <b>11</b>	Jan. <b>04</b>
February	Feb. <b>15</b>	Feb. <b>08</b>	Feb. <b>01</b>
March	Mar. <b>15</b>	Mar. <b>08</b>	Mar. <b>01</b>
April	Apr. <b>19</b>	Apr. <b>12</b>	Apr. <b>05</b>
May	May <b>17</b>	May <b>10</b>	May <b>03</b>
June	June <b>21</b>	June <b>14</b>	June <b>07</b>
July	July <b>19</b>	July <b>12</b>	July <b>05</b>
August	Aug. <b>16</b>	Aug. <b>09</b>	Aug. <b>02</b>
September	Sept. <b>20</b>	Sept. <b>13</b>	Sep. <b>06</b>
October	Oct. <b>18</b>	Oct. <b>11</b>	Oct. <b>04</b>
November	Nov. <b>15</b>	Nov. <b>08</b>	Nov. <b>01</b>
December	Dec. <b>20</b>	Dec. <b>13</b>	Dec. <b>06</b>