

# Commission Meeting Agenda



## ***Mayor***

Samuel D. Cobb

## **City Commission**

Marshall R. Newman

Christopher R. Mills

Patricia A. Taylor

Joseph D. Calderón

Dwayne Penick

Don R. Gerth

## ***Acting City Manager***

Manny Gomez

***February 18, 2020***



**Hobbs City Commission**  
**Regular Meeting**  
**City Hall, City Commission Chamber**  
**200 E. Broadway, 1<sup>st</sup> Floor Annex, Hobbs, New Mexico**  
**Tuesday, February 18, 2020 - 6:00 p.m.**

Sam D. Cobb, Mayor

Marshall R. Newman  
Commissioner - District 1

Christopher R. Mills  
Commissioner - District 2

Patricia A. Taylor  
Commissioner - District 3

Joseph D. Calderón  
Commissioner - District 4

Dwayne Penick  
Commissioner - District 5

Don R. Gerth  
Commissioner - District 6

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**A G E N D A**

*City Commission Meetings are  
Broadcast Live on KHBX FM 99.3 Radio  
and Available via Livestream at [www.hobbsnm.org](http://www.hobbsnm.org)*

**CALL TO ORDER AND ROLL CALL**

**INVOCATION AND PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES**

1. Minutes of the February 3, 2020, Regular Commission Meeting

**PROCLAMATIONS AND AWARDS OF MERIT**

2. Recognition of City Employees - Milestone Service Awards for the Month of February, 2020 (*Manny Gomez, Acting City Manager*)
  - 25 years - Mollie Maldonado, City Clerk's Office
3. Recognition of the City of Hobbs Water Production Facility for Receiving the 2020 Max Summerlot Award (*Manny Gomez, Acting City Manager*)

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

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

4. Resolution No. 6908 - Determining that Certain Structures are Ruined, Damaged and Dilapidated Requiring Removal from the Municipality (1223 Perry Drive) *(Raymond Bonilla, Community Services Director)*

**DISCUSSION**

5. Presentation of 2019 Annual Report - Legal Department *(Efren Cortez, City Attorney)*

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

6. Resolution No. 6909 - Declaring Opposition to the Extreme Risk Protection Order Act *(Mayor Sam Cobb)*
7. Approving the Purchase of New Electromagnetic Flow Meters and New Automatic Quarter Turn Butterfly Valves from Vector Controls, LLC, for the Five (5) Booster Pump Stations and Reservoir Sites in the Amount of \$202,118.34 *(Tim Woome, Utilities Director)*
8. Consideration of Approval of a Contract with MWI for Pedestrian Signal Improvements on Dal Paso Utilizing GSA State Price Agreement *(Todd Randall, City Engineering)*
9. Resolution No. 6910 - Authorizing Approval of a Development Agreement with Property Management Plus, LLC, Concerning the Development of Market Rate Single-Family Housing *(Kevin Robinson, Development Director)*
10. Resolution No. 6911 - Authorizing Approval of a Development Agreement with Berry & Gomez, LLC, Concerning the Development of Market Rate Single-Family Housing *(Kevin Robinson, Development Director)*

**COMMENTS BY CITY COMMISSIONERS, CITY MANAGER**

11. Next Meeting Date:
  - ▶ City Commission Regular Meeting  
**Monday, March 2, 2020**, at 6:00 p.m.

## **ADJOURNMENT**

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the above meeting, please contact the City Clerk's Office at (575) 397-9207 at least 72 hours prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk's Office if a summary or other type of accessible format is needed.



# CITY OF HOBBS

## COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 18, 2020

**SUBJECT:** City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office  
DATE SUBMITTED: February 12, 2020  
SUBMITTED BY: Jan Fletcher, City Clerk

**Summary:**

The following minutes are submitted for approval:

- ▶ Regular Commission Meeting of February 3, 2020

**Fiscal Impact:**

Reviewed By: Finance Department

N/A

**Attachments:**

Minutes as referenced under "Summary".

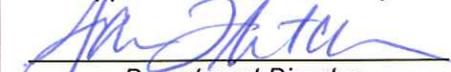
**Legal Review:**

Approved As To Form: City Attorney

**Recommendation:**

Motion to approve the minutes as presented.

Approved For Submittal By:

  
\_\_\_\_\_  
Department Director  
  
\_\_\_\_\_  
City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

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

Minutes of the regular meeting of the Hobbs City Commission held on Monday, February 3, 2020, in the City Commission Chamber, 200 East Broadway, 1<sup>st</sup> Floor Annex, Hobbs, New Mexico.

### **Call to Order and Roll Call**

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

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

Also present:

Manny Gomez, Acting City Manager/Fire Chief  
Efren Cortez, City Attorney  
John Ortolano, Police Chief  
Barry Young, Deputy Fire Chief  
Todd Randall, City Engineer  
Kevin Robinson, Development Director  
Doug McDaniel, Parks and Recreation Director  
Bryan Wagner, Parks and Open Spaces Director  
Matt Hughes, Rockwind Community Links Superintendent  
Kevin Shearer, Battalion Chief  
Nicholas Goulet, Human Resources Director  
Tracy South, Assistant Human Resources Director  
Toby Spears, Finance Director  
Ron Roberts, Information Technology Director  
Tim Woomer, Utilities Director  
Shelia Baker, General Services Director  
Raymond Bonilla, Community Services Director  
Meghan Mooney, Communications Director  
Sandy Farrell, Library Director  
Ann Betzen, Risk Manager/Executive Assistant  
Mollie Maldonado, Deputy City Clerk  
Jan Fletcher, City Clerk  
14 citizens

### **Invocation and Pledge of Allegiance**

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

### **Approval of Minutes**

Commissioner Calderón moved that the minutes of the regular meeting and the minutes of the work session held on January 21, 2020, be approved as presented. Commissioner Taylor seconded the motion and the vote was recorded as follows: Mills yes, Taylor yes, Newman yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

### **Proclamations and Awards of Merit**

#### **Recognition of Hobbs Fire Department Employees - Fire Academy Graduates and Firefighter Certifications**

Deputy Fire Chief Barry Young recognized the Hobbs Fire Department employees who recently completed Firefighter I and II Certifications. He stated during the Fire Academy, these firefighters completed 40 hours of hazmat training along with 240 hours of Academy training. Deputy Chief presented recognition certificates to the following Hobbs Firefighters:

- Anthony Alejo
- Marcus Ayala
- Brandon Pittman
- Caitlin Schultze

### **Public Comments**

Mr. Jeff Lee expressed his concern with proposed Legislation regarding "Red Flag" laws and the potential risk it would create for local law enforcement. He stated all but three counties in New Mexico have become sanctuary counties by resolution and he would like to see the City of Hobbs follow suit. Mr. Lee stated the "Red Flag" laws are unconstitutional and will put City and County officers in danger and jeopardy.

Mr. Victor Rotunno, Head Golf Coach for the Hobbs High School, voiced concerns regarding Rockwind Community Links and the Golf Pro, Mr. Steve Schoch. He stated Rockwind saw a steady decline in the seven months the course went without a Golf Pro, and the decline has continued since the hiring of Mr. Schoch. Coach Rotunno stated the \$13 million investment in Rockwind Community Links is falling to waste.

### **Consent Agenda**

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

Resolution No. 6903 - Approving the FY 2020 DFA 2nd Quarter Financial Report

Resolution No. 6904 - Approving the FY 2020 DFA 2nd Quarter Financial Report for Lodgers' Tax

Resolution No. 6905 - Approving the Subdivision of Property Located Northwest of the Intersection of White and Cochran Streets and Affirming a Variance Granted by the Planning Board Allowing a Subdivision of Property Creating Lot(s) Less than the Required Minimum Width

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

**Discussion**

Hobbs Hispano Chamber of Commerce - Update on Census Activities

Ms. Susana Arvizu, Board President of the Hobbs Chamber of Commerce, thanked the Commission for its support in the 2020 Census process. She stated New Mexico is a difficult state to count with a large number of Hispanic and Latino residents not being counted. She explained that the fear of putting themselves in jeopardy because of their legal status is creating a barrier in front of these residents. Ms. Arvizu state the current goals of the 2020 Census Committee are to educate the public by creating a newsletter printed in English and Spanish, visiting the Hobbs High School to educate students, promoting jobs with the Census Bureau and breaking down the barriers by answering immigration questions.

Commissioner Gerth commended Ms. Meghan Mooney, Communications Director, for her work with the 2020 Census Committee. He also thanked Ms. Arvizu and stated he would like her assistance in educating the residents in his area about the importance of the 2020 Census.

Commissioner Taylor also requested assistance in educating residents, in her area, regarding the importance of the 2020 Census count

Mayor Cobb stated complete count numbers will assist Lea County and Hobbs in obtaining future funds from the State.

**Action Items**

**Consideration of Approval to Enter into a New Mexico GSA Contract with WEX for Fleet Gas Card Management Services**

Mr. Toby Spears, Finance Director, explained the agreement and stated the City of Hobbs is implementing an Enterprise Asset Management (EAM) system to better track and account for the City's assets. He further stated the WEX fleet card system has the ability to push data into readable formats for uploading into the EAM system. The WEX system also exempts the City of federal excise taxes for various types of fuel. Mr. Spears stated the Hobbs Express implemented this system in May of 2019, and the City is requesting the approval of this agreement for other City departments to use this service. He stated by attaching a card to a vehicle, there will be more control and better accounting.

In response to Commissioner Taylor's question, Mr. Spears stated the system will provide reports and will track maintenance of each vehicle.

There being no further discussion, Commissioner Taylor moved to approve a New Mexico GSA Contract with WEX for Fleet Gas Card Management Services. Commissioner Newman seconded the motion and the vote was recorded as follows: Mills yes, Newman yes, Calderón yes, Gerth yes, Penick yes, Taylor yes, Cobb yes. The motion carried. A copy of the supporting documentation is attached and made a part of these minutes.

**Resolution No. 6906 - Approving the Subdivision of Property Located Southwest of the Intersection of Joe Harvey Blvd. and Grimes Street and Affirming a Variance Granted by the Planning Board Allowing a Subdivision of Property Creating Lot(s) Not Accessible from a Public Street**

Mr. Kevin Robinson, Development Director, explained the resolution and stated prior to execution and recordation of the previously approved subdivision, Horizon Partners, LLC, the developer, has decided to reconfigure the tracts being created. He stated the previously approved subdivision created two tracts not accessible from a public street. The newly proposed subdivision will create three tracts without access from a public street. Mr. Robinson stated the Planning Board reviewed the previous subdivision on September 17, 2019, and voted 5-0 to recommend approval with a variance and the Commission approved the subdivision on October 7, 2019. The Planning Board reviewed the current subdivision on January 21, 2020, and voted 6-0 to recommend approval with a variance. Mr. Robinson stated variances from Municipal Code Title 16 are allowed providing the finding that compliance will result in an extraordinary hardship as stated in Hobbs Municipal Code 16.04.020(A) as follows:

- A. Hardships. Where the Planning Board finds that extraordinary hardships may result from strict compliance with this title, it may vary the regulations contained in this title, so that substantial justice may be done and the public interest secured; provided that such variation will not have the effect of nullifying the intent and purpose of such regulations.

There being no discussion by the Commission, Commissioner Penick moved to approve Resolution No. 6906 as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation is attached and made a part of these minutes.

Resolution No. 6907 - Approving an Affordable Senior Housing Funding Commitment and Letter of Financial Support to Yes Housing, Inc., for a Proposed Affordable Senior Housing Complex to be Located Northeast of the Intersection of Berry and Grimes Streets

Mr. Robinson explained the resolution and stated YES Housing, Inc., has proposed to finance and develop a 56-unit affordable Senior Housing Complex on developer-controlled property located northeast of the corner of Berry and Grimes. He stated the project will be restricted to seniors with all of the proposed units' income and rent restricted to 60% or below area median income. Mr. Robinson stated the Total Development Cost (TDC) is anticipated to be +/- \$13,250,000.00 so a local contribution of 10% of TDC would earn the developer ten points in scoring toward LIHTC funding. He further stated Hobbs Municipal Code Chapter 3.14 allows the City to extend financial incentives to stimulate the development and construction of Affordable Senior Housing projects for multi-family housing. In order to qualify, the project must be considered as an Affordable Housing Project according to the City's Affordable Housing Plan. Mr. Robinson stated the project must also be approved and funded by the NMMFA and comply with State MFA rules. He stated this resolution commits the City to financial support in an amount not to exceed \$1,325,000.00 to include waiver of development fees to YES Housing, Inc., if the proposed project is funded by the State and developed. The Letter of Financial Support gives approval to the Project and commits the funding, contingent on the developer receiving an allocation of LIHTC during the 2020 cycle.

Ms. Michelle DenBleyker, Vice President of Real Estate Development with YES Housing, Inc., stated the two-story senior affordable housing building is one of two projects in Lea County. She stated there are 14 applicants for LIHTC credits for 2020, with most of the units being constructed in Albuquerque, New Mexico.

There being no further discussion, Commissioner Gerth moved that Resolution No. 6907 be approved as submitted. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and application packet are attached and made a part of these minutes.

**Comments by City Commissioners, City Manager**

Acting City Manager/Fire Chief Gomez stated the last day to register to vote for the upcoming Municipal Election is February 4, 2020.

Acting City Manager/Fire Chief Gomez encouraged everyone to stay alert as the current weather forecast is predicting wintery weather conditions. He stated weather conditions will be monitored closely to ensure the safety of citizens.

Commissioner Mills stated as the Legislature moves forward, they will be watching the Red Flag laws and the City may have to revisit the issue again. He stated it is prudent to monitor and respond.

Mayor Cobb stated he and some of the Commissioners will be heading to Santa Fe, New Mexico, on February 6, 2020, to meet with Legislators and discuss items that will have an impact on Hobbs and Lea County.

Acting City Manager/Fire Chief Gomez thanked Ms. Arvizu for her presentation.

**Adjournment**

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Calderón yes, Penick yes, Gerth yes, Taylor yes, Cobb yes. The motion carried. The meeting adjourned at 6:40 p.m.

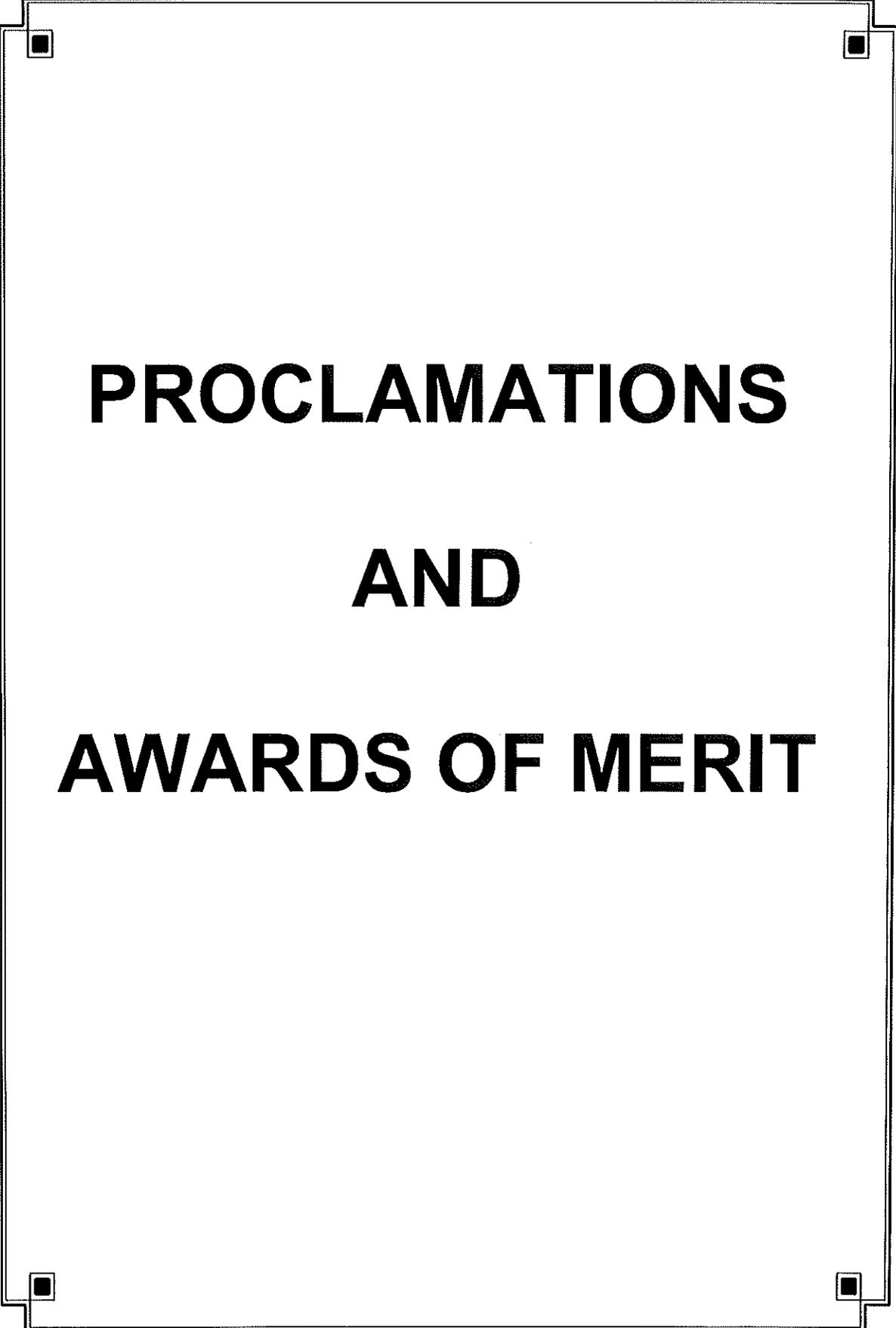
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Sam D. Cobb, Mayor

ATTEST:

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JAN FLETCHER, City Clerk



**PROCLAMATIONS**

**AND**

**AWARDS OF MERIT**

## February Milestones 2020

**25 years**

Mollie Maldonado

Clerks

02/13/1995



# **CONSENT AGENDA**



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 18, 2020

**SUBJECT: Condemnation Recommendation Structure Contained on Attachment "A"**

DEPT. OF ORIGIN: Community Services

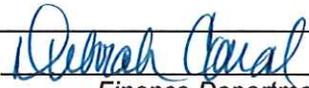
DATE SUBMITTED: February 6, 2020

SUBMITTED BY: Raymond Bonilla, Community Services Department Head

**Summary:**

In its continuing promotion of safety and clean up efforts in the City of Hobbs, the Environmental Division of the Hobbs Community Services has identified the structures and vacant lot which present safety and fire hazards which warrant their destruction. These structures are in dire need of repair. Attachment A contains information of the property.

**Fiscal Impact:**

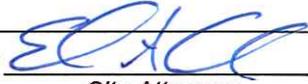
Reviewed By:   
Finance Department

The demolition and clean-up of these properties will cost approximately \$15,000.00. The current budget in the "Professional Services" line item of the Environmental Budget (01340-42601) has an adequate balance to sustain this expenditure.

**Attachments:**

- 1. Resolution
- 2. Photos of Structures contained in Attachment A.

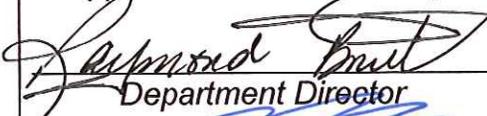
**Legal Review:**

Approved As To Form:   
City Attorney

**Recommendation:**

The City Commission approve the adoption of the Resolution determining the structure is ruined, damaged and dilapidated and a menace to public health and safety and it requires removal from the real property.

Approved For Submittal By:

  
Department Director  
  
  
City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6908

**A RESOLUTION DETERMINING THAT CERTAIN  
STRUCTURES ARE RUINED, DAMAGED AND DILAPIDATED,  
ARE A MENACE TO PUBLIC COMFORT, HEALTH AND  
SAFETY AND REQUIRES REMOVAL FROM THE MUNICIPALITY**

WHEREAS, pursuant to Section 8.24.010 of the Hobbs Municipal Code, and Section 3-18-5 NMSA, as amended, the City has inspected the premises described in Attachment "A", attached hereto and incorporated herein by reference, and finds that the structures thereon are ruined, damaged and dilapidated, are a menace to the public comfort, health and safety and requires removal from the municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the structures described in Attachment "A" are found to be ruined, damaged and dilapidated, are a menace to the public comfort, health and safety, and should be removed.

BE IT FURTHER RESOLVED that a copy of this Resolution be served on the owner, occupant or agent in charge of such premises; or, if such service cannot be had, that a copy of this Resolution be posted on the premises; and that a copy of the same be published as required by law.

BE IT FURTHER RESOLVED that unless the owner, occupant or agent in charge of such premises, within ten (10) days from such service or posting and publication of this Resolution, has commenced removing such structures from the real property or has filed written objection with the City, the City shall cause the removal of such structures at the cost and expense of the property owner.

BE IT FURTHER RESOLVED that in cases where the City removes a structure so condemned, a lien shall be levied by the City against the real property involved in an amount equal to the reasonable cost of the services rendered, which lien may be foreclosed in default of satisfaction.

PASSED, ADOPTED AND APPROVED this 18<sup>th</sup> day of **February**, 2020.

\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

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

**Attachment A**

	<b>Address</b>	<b>Owner</b>	<b>Owner's Address</b>	<b>Estimated Cost of Demolition</b>
1	1223 Perry Drive Block 1 Lot 13 Perry Add. Hobbs, Lea County, New Mexico	Charles Logan Ball	1223 Perry Drive Hobbs NM 88240	\$15,000.00



# Lea County

## GIS INTERNET REPORT

Page 1 of 3



### Assessment Information

**OWNER NUMBER:** 3916  
**PARCEL NUMBER:** 4000039160001

**UPC CODE:** 4000039160001

Owner Information	
<b>Owner:</b>	BALL CHARLES LOGAN
<b>Mailing Address:</b>	1223 PERRY DR HOBBS NM 88240
<b>Property Address:</b>	

Subdivision Information	
<b>Name:</b>	PERRY ADD
<b>Unit:</b>	
<b>Block</b>	1
<b>Lot:</b>	13

Legal Information	
*.18 AC* TR BEG 1316.33' W & 363'	



**Lea County, New Mexico Disclaimer**

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 MAP TO BE USED FOR TAX PURPOSES ONLY. NOT TO BE USED FOR CONVEYANCE.



# Lea County

## GIS INTERNET REPORT



Page 2 of 3

Other Information			
Taxable Value:	\$500.00	Deed Book:	494
Exempt Value:	\$0.00	Deed Page:	844
Net Value	\$500.00	District:	161
Livestock Value:	\$0.00	Section:	
Manufactured Home Value:	\$0.00	Township:	
Personal Property:	\$0.00	Range:	
Land Value:	\$1,500.00	Date Filed:	
Improvement Value:	\$0.00	Most Current Tax:	\$160.44
Full Value:	\$1,500.00	Year Recorded:	

Square Foot and Year Built listed only to be used for comparative purposes, NOT to be used for commerce.

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# Lea County

## GIS INTERNET REPORT

Page 3 of 3



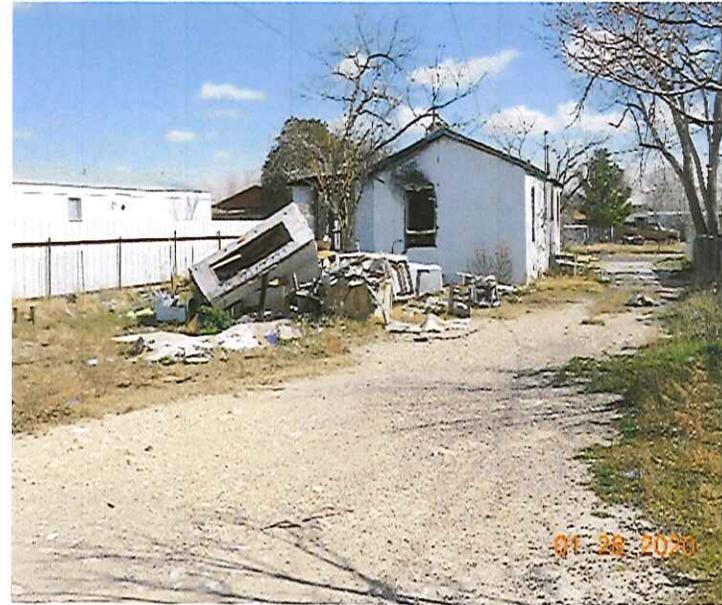
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Building Information			
Year Built:	1960	Number of Stories:	1.
Basement SQFT:	0	First Floor SQFT:	0
Second Floor SQFT:	0		

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# 1223 PERRY





# **ACTION ITEMS**



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 18, 2020

**SUBJECT: Approval of a Resolution Declaring Opposition to the Extreme Risk Protection Order Act**

DEPT. OF ORIGIN: Mayor's Office  
DATE SUBMITTED: February 13, 2020  
SUBMITTED BY: Sam D. Cobb, Mayor

**Summary:**

The Extreme Risk Protection Order Act raises significant concerns as to infringements upon citizens Constitutional rights. In particular, the Second and Fourteenth Amendments of the United States Constitution and Article 2, Section 6 of the New Mexico Constitution. In addition, the Act exposes law enforcement officers to additional dangers and civil liability. This resolution declares the City's opposition to adoption of this law.

**Fiscal Impact:**

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

*[Signature]*  
Finance Department

There is no direct fiscal impact associated with this Resolution.

**Attachments:**

Proposed Resolution

**Legal Review:**

Approved As To Form: \_\_\_\_\_

*[Signature]*  
City Attorney

**Recommendation:**

The Commission should consider approval of the Resolution.

Approved For Submittal By:

\_\_\_\_\_  
Department Director

*[Signature]*  
City Manager

**CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN**

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Approved \_\_\_\_\_  
Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
File No. \_\_\_\_\_

CITY OF HOBBS

RESOLUTION NO. 6909

A RESOLUTION DECLARING OPPOSITION TO THE EXTREME RISK PROTECTION  
ORDER ACT

WHEREAS, NMSA 1978, Section 3-18-1 (1965) provides that cities shall "protect generally the property of the municipality and its inhabitants and to preserve peace and order in the municipality;" and

WHEREAS, the Second Amendment to the United States Constitution, adopted in 1791 as part of the Bill of Rights, protects the inalienable and individual right of the people to keep and bear arms; and

WHEREAS, Article II, Section 6 of the Constitution of New Mexico provides that "[n]o law shall abridge the right of the citizen to keep and bear arms for security and defense, for lawful hunting and recreational use and for other lawful purposes, but nothing herein shall be held to permit the carrying of concealed weapons. No municipality or county shall regulate, in any way, an incident of the right to keep and bear arms;" and

WHEREAS, the Fourteenth Amendment to the United States Constitution, adopted in 1868, provides that "nor shall any State deprive any person of life, liberty, or property, without due process of law;" and

WHEREAS, the members of this commission took an oath to support and defend the United States Constitution, the Constitution of the State of New Mexico and the laws of the State of New Mexico (insofar as they are constitutional); and

WHEREAS, the New Mexico Legislature is currently considering an Act titled *Extreme Risk Protection Order Act* that allows a District Court to issue an order for a person not to have “custody or control of, purchase, possess or receive or attempt to purchase or receive a firearm or ammunition” and to issue a search warrant to law enforcement for firearms and ammunition in the person’s custody or control; and

WHEREAS, the proposed law raises significant due process concerns, creates an additional burden on the already overworked District Courts, and creates a new responsibility that exposes law enforcement to additional dangers.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that it declare its opposition to the *Extreme Risk Protection Order Act*.

IT IS FURTHER RESOLVED that:

The City Commission requests that the New Mexico Legislatures, including the elected representatives from Lea County, vote against the *Extreme Risk Protection Order Act*.

IT IS FURTHER RESOLVED that:

The City Commission requests that the Governor of the State of New Mexico refuse to sign the *Extreme Risk Protection Order Act* into law.

PASSED, ADOPTED AND APPROVED this 18<sup>th</sup> day of February, 2020.

\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

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



**CITY OF HOBBS**  
**COMMISSION STAFF SUMMARY FORM**

MEETING DATE: February 18, 2020

**SUBJECT:** City of Hobbs Booster Pump Station and Reservoir  
Electromagnetic Flowmeter Replacement Project.  
**DEPT. OF ORIGIN:** Utilities  
**DATE SUBMITTED:** February 10, 2020  
**SUBMITTED BY:** Tim Woomer, Utilities Director

**Summary:**

There are five (5) Booster Pump Stations (BPS) and Reservoir sites supplying potable water to the City of Hobbs. The system is comprised of a total of fourteen (14) high volume booster pumps and associated appurtenances. The five (5) existing BPS sites (HIAP, HYDRO, Del Norte, Jefferson, & Snyder) require new electronic water flow metering to accurately measure the water being delivered to the citizens of Hobbs. Each of the fourteen (14) booster pumps will be fitted with a new electromagnetic flowmeters and automatic butterfly valves.

These process upgrades will allow the City to obtain accurate and real time flow delivery data from each booster pump station. This data will be compared to the well production flow into the reservoirs and system delivery flow using the service meter data to assist in the detection of possible leaks and other sources of water losses within the water distribution system.

Accurate water metering and sufficient rate structure to sustain the utility are the fundamental criteria used to obtain state and federal grant and loan funding.

This project replaces existing metering equipment that is old, outdated, and beginning to fail resulting in inaccurate measurement of system flows. Utilities Department crews will install the new electromagnetic flowmeters, automatic butterfly valves, associated pipe fittings, and communication/connection to the Potable Water SCADA System.

**Fiscal Impact: \$202,118.34**

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

Finance Department

Sufficient funds are currently allocated and approved for this project in the FY 2020 budget. Fund 61; Line Item 614061-44901-00287. This procurement was advertised for 30 days in accordance with sole source purchasing stipulations and includes the purchase of new automatic butterfly valves from Vector Controls, LLC in the amount of \$105,022.67, and new electromagnetic flowmeters from Endress+Hauser Inc. in the amount of \$97,095.67.

**Attachments:**

Vector Controls, LLC., Quotation for New Automatic Quarter Turn Butterfly Valves  
Endress+Hauser Inc., Quotation for New Electromagnetic Flowmeters

**Legal Review:**

Approved As To Form: ECACC  
City Attorney

**Recommendation:**

Approve the purchase of new electromagnetic flow meters and new automatic quarter turn butterfly valves for the five (5) Booster Pump Stations (BPS) and Reservoir sites supplying potable water to the City of Hobbs.

Approved For Submittal By:

Tina Womely  
Department Director

[Signature]  
City Manager

**CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN**

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

# VECTOR



## QUOTATION

Quote Number	
1059685	
Quote Date	Page
12/31/2019 11:33:26	1 of 3

Quote Expires On 1/30/2020

**Please Address Order To:**

Vector Controls LLC  
 2200 10TH St Ste 300  
 Plano, TX 75074-8023  
 US  
 800-969-5678

**Bill To:**

Hobbs Utilities Department  
 1300 South 5th  
 Hobbs, NM 88240

**Ship To:**

Hobbs Utilities Department  
 1300 S 5th  
 Hobbs, NM 88240

**Delivery Terms:**

Reference Number		Ship Route	Salesman		
			Patrick Quist		
Li	Quantities		Item ID Item Description	Unit Price	Extended Price
	Ordered	UOM			
1	11.00	EA	2 AV-TEK PLASTIC COMBINATION AIR VALVE 2" Av-Tek Plastic Combination Air Valve Model 5302 Polyamide Pa fiberglass reinforced Body Polypropylene Solid Foam Float EPDM Rubber Gasket Fully UV Resistant NPT Threaded Minimum operating pressure 3 psi	309.2100	3,401.31
3	2.00	EA	12 DEX DOUBLE ECCENTRIC BUTTERFLY VALVE 12" DEX Double Eccentric Butterfly Valve -AWWA C504 Performance Tested -Class 150B FLGxFLG Ends -ASTM 65-45-12 Body -ASTM 65-45-12 Disc -316 SST Retaining Ring -316 SST Welded Seat -1.4462 DUPLEX SST Shaft -Non-Wetted Disc Hub & Shaft, O-ring seal -Fusion Bonded Epoxy Coated IN/OUT -250 psi rated	7,047.3000	14,094.60

Prices and shipment shown are applicable only to the quantities quoted herein. Any change or deletion of one or more items may require a quotation revision. All prices are subject to the approval of the manufacturer.

# VECTOR



## QUOTATION

Quote Number	
1059685	
Quote Date	Page
12/31/2019 11:33:26	2 of 3

Quote Expires On 1/30/2020

**Please Address Order To:**

Vector Controls LLC  
 2200 10TH St Ste 300  
 Plano, TX 75074-8023  
 US  
 800-969-5678

**Delivery Terms:**

Li	Quantities		Item ID Item Description	Unit Price	Extended Price
	Ordered	UOM			
			-w/ Electric Acuator		
4	4.00	EA	10 DEX DOUBLE ECCENTRIC BUTTERFLY VALVE 10" DEX Double Eccentric Butterfly Valve -AWWA C504 Performance Tested -Class 150B FLGxFLG Ends -ASTM 65-45-12 Body -ASTM 65-45-12 Disc -316 SST Retaining Ring -316 SST Welded Seat -1.4462 DUPLEX SST Shaft -Non-Wetted Disc Hub & Shaft, O-ring seal -Fusion Bonded Epoxy Coated IN/OUT -250 psi rated -w/ Electric Acuator	5,608.1100	22,432.44
8	3.00	EA	16 DEX DOUBLE ECCENTRIC BUTTERFLY VALVE 16" DEX Double Eccentric Butterfly Valve -AWWA C504 Performance Tested -Class 150B FLGxFLG Ends -ASTM 65-45-12 Body -ASTM 65-45-12 Disc -316 SST Retaining Ring -316 SST Welded Seat -1.4462 DUPLEX SST Shaft -Non-Wetted Disc Hub & Shaft, O-ring seal -Fusion Bonded Epoxy Coated IN/OUT -250 psi rated -w/ Electric Acuator	9,321.6200	27,964.86
9	3.00	EA	18 DEX DOUBLE ECCENTRIC BUTTERFLY VALVE 18" DEX Double Eccentric Butterfly Valve -AWWA C504 Performance Tested -Class 150B FLGxFLG Ends -ASTM 65-45-12 Body	10,709.4600	32,128.38

*Prices and shipment shown are applicable only to the quantities quoted herein. Any change or deletion of one or more items may require a quotation revision. All prices are subject to the approval of the manufacturer.*

# VECTOR



## QUOTATION

Quote Number	
1059685	
Quote Date	Page
12/31/2019 11:33:26	3 of 3

Quote Expires On 1/30/2020

**Please Address Order To:**

Vector Controls LLC  
 2200 10TH St Ste 300  
 Plano, TX 75074-8023  
 US  
 800-969-5678

**Delivery Terms:**

Li	Quantities		Item ID Item Description	Unit Price	Extended Price
	Ordered	UOM			
			-ASTM 65-45-12 Disc		
			-316 SST Retaining Ring		
			-316 SST Welded Seat		
			-1.4462 DUPLEX SST Shaft		
			-Non-Wetted Disc Hub & Shaft, O-ring seal		
			-Fusion Bonded Epoxy Coated IN/OUT		
			-250 psi rated		
			-w/ Electric Acuator		

Total Lines: 5

**SUB-TOTAL:** 100,021.59  
**FREIGHT:** 5,001.08  
**AMOUNT DUE:** 105,022.67

U.S. Dollars

For Questions Contact:  
 JEFF\_KRAMM  
 jeff.kramm@vectorcag.com

Prices and shipment shown are applicable only to the quantities quoted herein. Any change or deletion of one or more items may require a quotation revision. All prices are subject to the approval of the manufacturer.



HOBBS NM UTILITIES DEPT  
PETE ZACHARIAS  
1300 S 5TH  
HOBBS NM 88240

## QUOTATION

Number : 2003200112  
Date : 01/03/2020  
Customer No. : 46193079  
Your request : .

Inside Sales : Vector Controls LLC - Sales  
Inside Sales Tel. No. : 800-896-5678  
Inside Sales E-Mail : municipalsales@vectorcag.com :

Outside Sales : Patrick Quist  
Outside Sales Tel. No. : 800-969-5678  
Outside Sales E-Mail : pquist@vectorcag.com

Issue PO to:  
Endress+Hauser c/o Vector Controls LLC  
2350 Endress Place  
Greenwood, IN 46143

Attention: PETE ZACHARIAS

Thank you for your interest in Endress+Hauser products. Per your request, we are pleased to provide the attached quotation.

Additional information about our products and services is available at our web site: [www.us.endress.com](http://www.us.endress.com).

Endress+Hauser has been serving customers throughout the world for over fifty years. We can help provide the solutions you need for the measuring of level, pressure, flow, liquid analysis, process recording, and temperature.

If you should have any questions or need further assistance, please feel free to contact me at your earliest convenience.

We look forward to working with you.

# Summary

Item	Quantity	Material	Delivery Time	Unit price USD	Final price USD
010	4	5W4C3H-K9E8/0 5W4C3H-AAELHP3DHA1KGB+AAEBL4Z1 Promag W 400, 5W4C3H, DN300 12	On Request	5,856.84	23,427.36
020	6	5W4C3H-K9F3/0 5W4C3H-AAELHP3DHA1KGB+AAEBL4Z1 Promag W 400, 5W4C3H, DN300 12	On Request	5,997.64	35,985.84
030	2	5W4C2F-J9Q1/0 5W4C2F-AAELHP3DHA1KGB+AAEBL4 Promag W 400, 5W4C2F, DN250 10	27 day(s)	5,011.79	10,023.58
040	2	5W4C2H-RW60/0 5W4C2H-AAELHP3DHA1KGB+AAEBL4 Promag W 400, 5W4C2H, DN200 8"	27 day(s)	4,007.54	8,015.08
050	4	DK5GD-2HAHL Promag, grounding disc/protect	6 day(s)	208.41	833.64
060	4	DK5GD-2FAHL Promag, grounding disc/protect	6 day(s)	232.58	930.32
070	20	DK5GD-3HAHL Promag, grounding disc/protect	On Request	278.86	5,577.20
080	2	DK5GC-2HL Promag L/W/P/S,E, grounding ca	4 day(s)	38.67	77.34
090	2	DK5GC-2FL Promag L/W/P/S,E, grounding ca	4 day(s)	38.67	77.34
100	10	DK5GC-3HL Promag L/W/P/S,E, grounding ca	On Request	38.67	386.70
110	1	XD21BL-ABA44j Time-based Commissioning Servi	On Request	1,966.72	1,966.72
120	1	XD21BL-ABA44j Time-based Commissioning Servi	On Request	1,966.72	1,966.72
130	1	XD21BL-ABA44j Time-based Commissioning Servi	On Request	1,966.72	1,966.72
140	1	XD21BL-ABA44j Time-based Commissioning Servi	On Request	1,966.72	1,966.72
150	1	XD21BL-ABA44j Time-based Commissioning Servi	On Request	1,966.72	1,966.72
				<b>Total Price</b>	<b>95,168.00</b>
				<b>Shipping &amp; Handling</b>	<b>1,927.67</b>
				<b>TOTAL PRICE USD</b>	<b>97,095.67</b>



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 18th, 2020

SUBJECT: AWARD MWI A CONTRACT FOR HAWK SIGNAL IMPROVEMENTS ON DAL PASO (State Price Agreement 85-805-17-16461)
DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: 2-6-2020
SUBMITTED BY: Todd Randall, City Engineer

Summary:

The City has requested quotes from MWI Incorporated for construction of the Pedestrian Hybrid Signals (HAWKS) at Dal Paso / Sunset and Dal Paso / Texas. The City received a COOP grant for this work, however signal poles and additional improvements to meet ADA min. requirements have added to the cost of the project. MWI will be installing the signal poles, indications, cabinets and wiring. Ramirez will be installing sidewalk, curb and pavement patching on a Separate Purchase Order. The materials have already been ordered and anticipate delivery in March of 2020. The existing school zone flashers will remain in place and operational, while the project is constructed.

The attached quotes utilize state price agreement (\$178,343.51 plus grt).

Fiscal Impact:

Reviewed By: [Signature] Finance

Budget Line: 48-4048-44901-00284
Budgeted Available \$129,777.61
Total of Quotes \$221,491.01
Ramirez PO: \$43,147.50 plus GRT (City Annual Agreement)
MWI Quote: \$178,343.51 plus GRT (State Price Agreement: 85-805-17-16461)

Requested Additional \$120,000 (Fund 48 transfer from project 48-4048-44901-Misc Street / Drainage)

Note: This is will be reflected in the next BAR and does not impact the General Fund.

Attachments:

MWI Quote / Location Map

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

Consider and approve a contract with MWI for Pedestrian Signal Improvements (\$178,343.51 plus grt)

Approved For Submittal By:

[Signature] Department Director

[Signature] City Manager

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

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

MWI QUOTE

12/16/2019

PRICE AGREEMENT 85-805-17-16461

HAWK INTERSECTIONS

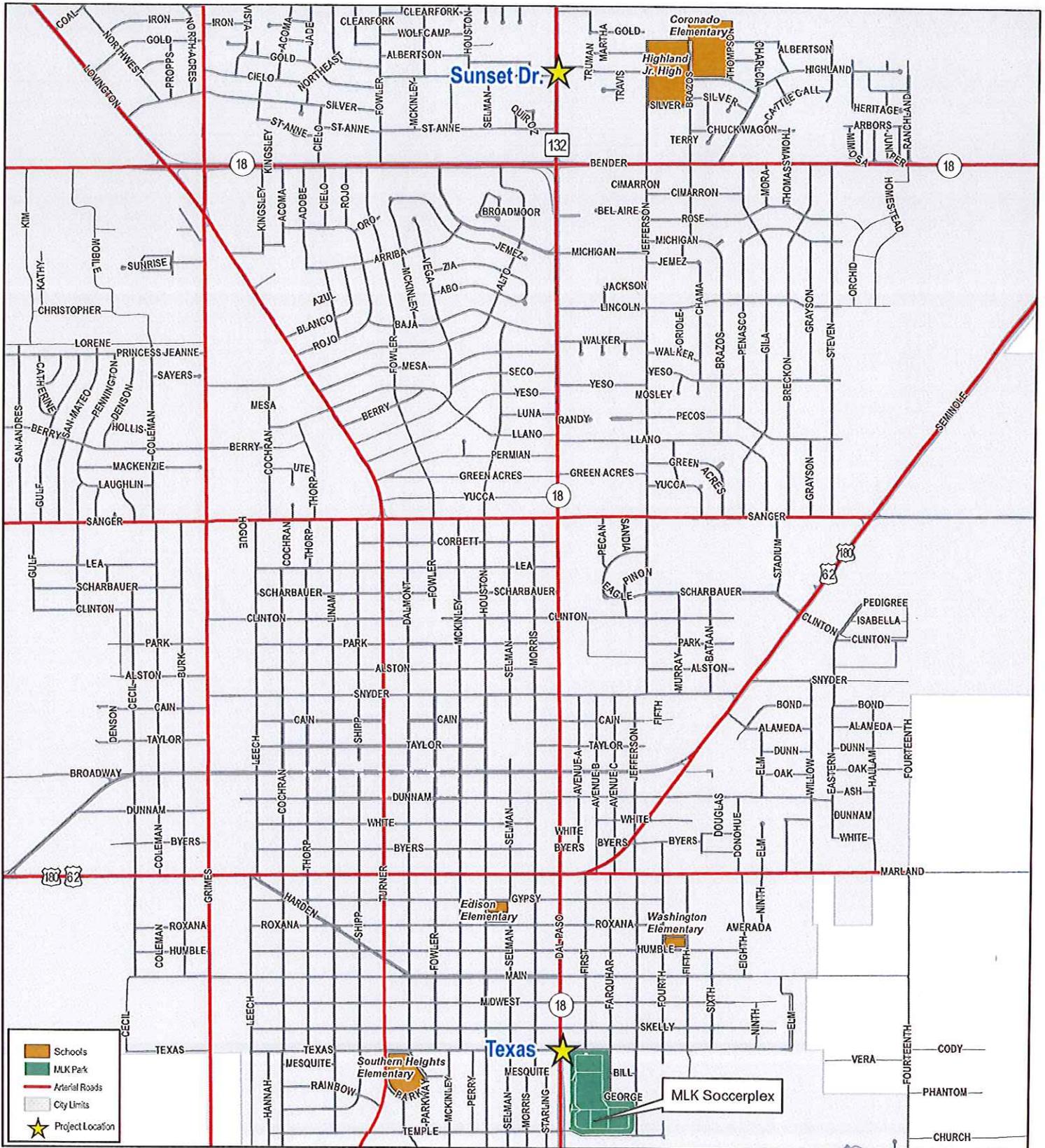
CONTRACT BID ITEMS

023 SKILLED LABOR	600	HR	105.00	63000.00
024 SEMI-SKILLED LABOR	540	HR	70.00	37800.00
026 RENTAL OF BACKHOE	240	HR	40.00	9600.00
028 RENTAL OF UNDERGROUND BORER	40	HR	150.00	6000.00
034 RENTAL OF BUCKET TRUCK	32	HR	50.00	1600.00
036 RENTAL OF MOBILE CRANE	32	HR	60.00	1920.00
038 RENTAL OF DRILLING RIG	32	HR	125.00	4000.00
MATERIAL	1	LS	9668.76	9668.76
POWER SERVICE	1	LS	5000.00	5000.00
MOBILIZATION	1	LS	28380.00	28380.00
<b>SUBTOTAL</b>				<b>166968.76</b>
<b>NMGRT 6.8125% (06-111)</b>				<b>11374.75</b>
<b>TOTAL QUOTE</b>				<b>\$178,343.51</b>

# 2019 Local Government Road Fund Program (COOP)

## Traffic Signal Improvements Application

### Location Map





State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

Awarded Vendor  
2 Vendors

Email:  
Telephone No. \_\_\_\_\_

Price Agreement Number: 85-805-17-16461

Price Agreement Amendment No.: Two

Term: December 1, 2017 – November 30, 2020

Ship To:  
New Mexico Department of Transportation  
Various Locations

Procurement Specialist: <sup>CF</sup> Clarke J. Fountain

Telephone No.: (505) 827-0487

Email: ClarkeJ.Fountain@state.nm.us

Invoice:  
New Mexico Department of Transportation  
Intelligent Transportation Systems Bureau  
809 Copper NW  
Albuquerque, NM 87102

For questions regarding this Price Agreement please  
contact:  
India Garcia (505) 690-7383

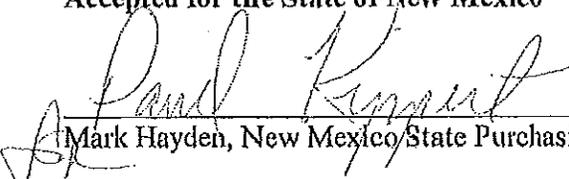
Title: Transportation Equipment Repair and Maintenance

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from December 1, 2019 to November 30, 2020 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

  
Mark Hayden, New Mexico State Purchasing Agent

Date: 09/10/2019





CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 18, 2020

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

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: February 10, 2020
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: Property Management Plus, LLC has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of \$30,000.00.

Fiscal Impact:

Reviewed By:

[Signature]
Finance Department

FY20 Budget Available \$575,429.00

Single Family Housing #010100-44901-170

Attachments: Resolution and Development Agreement.

Legal Review:

Approved As To Form:

[Signature]
City Attorney

Recommendation:

Commission considers approval / denial of the attached Development Agreement.

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6910

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

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

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

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

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

PASSED, ADOPTED AND APPROVED this 18<sup>th</sup> day of February, 2020.

\_\_\_\_\_  
Sam D. Cobb, Mayor

ATTEST:

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

## MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

**THIS AGREEMENT** is entered into on this 18<sup>th</sup> day of February 2020 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and Property Management Plus, LLC, 3228 N. Grimes St., Hobbs, NM 88240, (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

### RECITALS:

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

\*\* Developer has submitted a proposal to the City to deliver the required Market Rate Single Family Housing, to be produced within 365 days of ratification of this agreement, within the Municipal Boundaries.

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

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

#### **A. Work To Be Performed.**

1. The Developer shall furnish to the City its Professional Housing Developer Services for certain work regarding the Market Rate Single Family Housing. All single family structures completed under this agreement shall be located within the municipal boundaries and shall have received a certificate of occupancy after ratification of this agreement.

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

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

Incentives are available for installed public municipal infrastructure only, providing compliance with:

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

- c. Incentive not to exceed fair share per linear foot of infrastructure basis:
  - i. \$180.00 per linear front footage of complete public infrastructure installed, and further broken down as follows:
    1. Water (\$25 / lf):
      - a. Twenty Five (\$25) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
    2. Sewer (\$35 / lf):
      - a. Thirty Five (\$35) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
    3. Street (\$90/ lf):
      - a. Ninety (\$90) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as promulgated within the City of Hobbs Major Thoroughfare Plan);
    4. Sidewalk:
      - a. Thirty (\$30) per equivalent front foot of lot to which sidewalk (includes driveway with ADA accessible path) is provided;

Based on quantities of required publicly owned infrastructure installed supporting the project, the City Engineer shall determine if the value of the infrastructure is adequate as an equal exchange of value for the amount of City subsidy contributed to the market rate single family housing unit. The City Engineer shall resolve any issues concerning value or extent of infrastructure and amount of square footage of constructed housing units. Specifically, the City Engineer will determine the value or unit costs of the publicly owned infrastructure according to any City of Hobbs Annual Pavement/Concrete/Utility Contracts or public infrastructure projects and estimates.

**B. Payment For Services.**

- 1) The City shall pay for said services at the rates agreed to and as specified above in the Infrastructure details, as shown herein. Payment will not be made by the City for any unit until a certificate of occupancy is issued, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed Thirty Thousand Dollars (\$30,000.00), unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued, provided the certificate of occupancy for the unit is issued after ratification of this agreement. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.
- 4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage either now or in the future, for a period not to exceed 10 years from date of issuance of a C.O.,

shall require Developer to return any incentive funds received for any unit thus utilized, upon demand by the City. Developer shall record a "Declaration of Restrictive Covenants", attached hereto as Exhibit 2, to restrict such usage and to notify parties involved in future conveyances.

**C. Construction Requirements.**

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

**D. Assignment of Agreement.**

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

**E. Insurance Requirements and Hold Harmless Provision.**

1. Developer agrees to obtain and maintain appropriate insurance during the course of the development of market rate single family housing with the City of Hobbs, as follows, and shall indemnify and hold harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities resulting from the conduct, negligence, errors or omissions of Developer or any employee or agent of Developer while engaged in performing the services called for herein.

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

**F. Governing Law and Provisions.**

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

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

**G. Final Payment and Release of Claims.**

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

from or under this Agreement.

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

**H. Amendments.**

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

**I. Breach.**

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

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

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

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

**J. Remedies Upon Breach.**

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

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

**K. Termination.**

This Agreement shall be terminated upon the completion of all tenants herein specified or 365 days from date of ratification whichever comes first. A request for infrastructure reimbursement, for a qualified unit produced within the terms of this agreement, received after the Termination Date of this agreement will not be eligible for payment.

**L. Notice.**

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN and Property Management Plus, LLC, 3228 N. Grimes St., Hobbs, NM 88240 and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

**M. Entire Agreement.**

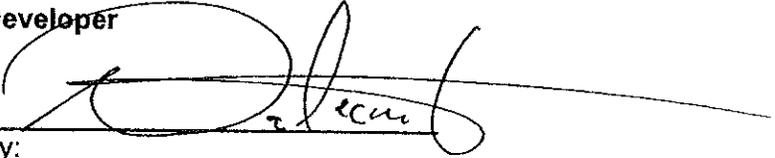
The foregoing constitutes the entire agreement between the parties hereto and may be modified only in writing by the parties hereto.

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

**City of Hobbs**

**Developer**

\_\_\_\_\_  
By: Sam D. Cobb, Mayor

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Efrén Cortez, City Attorney



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 18, 2020

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

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: February 10, 2020
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: Berry & Gomez, LLC has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of \$50,000.00.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

FY20 Budget Available \$575,429.00

Single Family Housing #010100-44901-170

Attachments: Resolution and Development Agreement.

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Commission considers approval / denial of the attached Development Agreement.

Approved For Submittal By:

[Signature]
Department Director
[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6911

**A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH BERRY & GOMEZ, LLC CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY.**

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

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

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

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

PASSED, ADOPTED AND APPROVED this 18<sup>th</sup> day of February, 2020.

\_\_\_\_\_  
Sam D. Cobb, Mayor

ATTEST:

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

## MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into on this 18<sup>th</sup> day of February 2020 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and Berry & Gomez, LLC, 7810 W. Stiles Rd., Hobbs, NM 88240, (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

### RECITALS:

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

\*\* Developer has submitted a proposal to the City to deliver the required Market Rate Single Family Housing, to be produced within 365 days of ratification of this agreement, within the Municipal Boundaries.

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

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

#### A. Work To Be Performed.

1. The Developer shall furnish to the City its Professional Housing Developer Services for certain work regarding the Market Rate Single Family Housing. All single family structures completed under this agreement shall be located within the municipal boundaries and shall have received a certificate of occupancy after ratification of this agreement.

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

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

Incentives are available for installed public municipal infrastructure only, providing compliance with:

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

- c. Incentive not to exceed fair share per linear foot of infrastructure basis:
- i. \$180.00 per lineal front footage of complete public infrastructure installed, and further broken down as follows:
    1. Water (\$25 / lf):
      - a. Twenty Five (\$25) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
    2. Sewer (\$35 / lf):
      - a. Thirty Five (\$35) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
    3. Street (\$90/ lf):
      - a. Ninety (\$90) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as promulgated within the City of Hobbs Major Thoroughfare Plan);
    4. Sidewalk:
      - a. Thirty (\$30) per equivalent front foot of lot to which sidewalk (includes driveway with ADA accessible path) is provided;

Based on quantities of required publicly owned infrastructure installed supporting the project, the City Engineer shall determine if the value of the infrastructure is adequate as an equal exchange of value for the amount of City subsidy contributed to the market rate single family housing unit. The City Engineer shall resolve any issues concerning value or extent of infrastructure and amount of square footage of constructed housing units. Specifically, the City Engineer will determine the value or unit costs of the publicly owned infrastructure according to any City of Hobbs Annual Pavement/Concrete/Utility Contracts or public infrastructure projects and estimates.

**B. Payment For Services.**

- 1) The City shall pay for said services at the rates agreed to and as specified above in the Infrastructure details, as shown herein. Payment will not be made by the City for any unit until a certificate of occupancy is issued, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed Fifty Thousand Dollars (\$50,000.00), unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued, provided the certificate of occupancy for the unit is issued after ratification of this agreement. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.
- 4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage either now or in the future, for a period not to exceed 10 years from date of issuance of a C.O.,

shall require Developer to return any incentive funds received for any unit thus utilized, upon demand by the City. Developer shall record a "Declaration of Restrictive Covenants", attached hereto as Exhibit 2, to restrict such usage and to notify parties involved in future conveyances.

**C. Construction Requirements.**

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

**D. Assignment of Agreement.**

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

**E. Insurance Requirements and Hold Harmless Provision.**

1. Developer agrees to obtain and maintain appropriate insurance during the course of the development of market rate single family housing with the City of Hobbs, as follows, and shall indemnify and hold harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities resulting from the conduct, negligence, errors or omissions of Developer or any employee or agent of Developer while engaged in performing the services called for herein.

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

**F. Governing Law and Provisions.**

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

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

**G. Final Payment and Release of Claims.**

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

from or under this Agreement.

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

**H. Amendments.**

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

**I. Breach.**

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

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

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

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

**J. Remedies Upon Breach.**

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

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

**K. Termination.**

This Agreement shall be terminated upon the completion of all tenants herein specified or 365 days from date of ratification whichever comes first. A request for infrastructure reimbursement, for a qualified unit produced within the terms of this agreement, received after the Termination Date of this agreement will not eligible for payment.

**L. Notice.**

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN and Berry & Gomez, LLC, 7810 W. Stiles Rd., Hobbs, NM 88240 and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

**M. Entire Agreement.**

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

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

**City of Hobbs**

**Developer**

\_\_\_\_\_  
By: Sam D. Cobb, Mayor

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

ATTEST:

APPROVED AS TO FORM:

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

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

**M. Entire Agreement.**

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

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

**City of Hobbs**

**Developer**

\_\_\_\_\_  
By: Sam D. Cobb, Mayor

  
By: Brenda J. Gomez

**ATTEST:**

**APPROVED AS TO FORM:**

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

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