

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

R. Finn Smith – District 1

Christopher R. Mills – District 2

Larron B. Fields – District 3

Joseph D. Calderón – District 4

Dwayne Penick – District 5

Don R. Gerth – District 6

City Manager

Manny Gomez

February 7, 2022



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

Monday, February 7, 2022 - 6:00 p.m.

Sam D. Cobb, Mayor

R. Finn Smith
Commissioner – District 1

Joseph D. Calderón
Commissioner – District 4

Christopher R. Mills
Commissioner – District 2

Dwayne Penick
Commissioner – District 5

Larron B. Fields
Commissioner – District 3

Don R. Gerth
Commissioner – District 6

This meeting is open to the public to attend. Members of the public are asked to wear a face mask and follow social distancing guidelines. The public is invited to address public comments to the Commission in person at the meeting or submit written comments prior to the meeting. Written comments should be submitted no later than 4:30 p.m. on February 7, 2022, addressed to the City Clerk by email at jfletcher@hobbsnm.org or faxed to (575) 397-9334.

A G E N D A

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

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the January 18, 2022, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

None

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

Due to COVID-19, public comment may be submitted in person or in writing. Written comments should be submitted to the City Clerk at jfletcher@hobbsnm.org or faxed to (575) 397-9334 no later than 4:30 p.m. on the day of the meeting, February 7, 2022.

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

2. Consideration of RFP No. 527-22 to Furnish Concessionaire Services at Athletic/Aquatic Facilities and Recommendation to Reject All Proposals as Non-Responsive *(Doug McDaniel, Recreation Director)*
3. Resolution No. 7155 - Approving the Final Plan for Prosise Land Division Located in Section 10, T17S, R38E in Lea County, New Mexico *(Kevin Robinson, Planning Director)*
4. Resolution No. 7156 - Approving the Final Plan for Zia Crossing Subdivision, Phase 2, Unit 8, Located Southeast of the Intersection of Millen Drive and Zia Crossing Parkway *(Kevin Robinson, Planning Director)*
5. Resolution No. 7157 – Authorizing Ratification of 13 Change Orders for the Purchase of an Aerial Apparatus for the Hobbs Fire Department in the Amount of \$20,309.00 *(Barry Young, Hobbs Fire Chief)*

DISCUSSION

6. Discussion of Adaptive Membership Fees at the CORE *(Lyndsey Henderson, CORE Facility Director; and Doug McDaniel, Recreation Director)*
7. Rockwind Community Links Ranked No. 1 Course in New Mexico by GolfPass *(Doug McDaniel, Recreation Director; Bryan Wagner, Parks and Open Spaces Director; Ben Kirkes, Golf Professional; and Matt Hughes, Rockwind Community Links Superintendent)*

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

8. APPEAL HEARING: Upholding or Overturning the Decision of the Utilities Board Regarding the Application of Bryan's Green Care to Connect to City Utility Service at 1308 West Broadway, Hobbs, New Mexico. *(Valerie Chacon, Deputy City Attorney)*

9. Resolution No. 7158 - Determining that Certain Structures are Ruined, Damaged and Dilapidated, are a Menace to Public Comfort, Health and Safety and Requires Removal from the Municipality (220 South Avenue C and 1229 South Hannah) (*Jessica Silva, Code Enforcement Officer, and Valerie Chacon, Deputy City Attorney*)
10. Consideration of Approval of CES Contract with Souder, Miller & Associates for Professional Design Services on a CDBG Project in Southeast Hobbs (*Todd Randall, City Engineer*)
11. Resolution No. 7159 - Approving an Affordable Housing Development Agreement with Yes Housing, Inc., for an Affordable Housing Complex Located Northeast of the Intersection of Berry Street and Grimes (*Kevin Robinson, Planning Director*)
12. Resolution No. 7160 - Approving the Final Plan for the Meadowlands Subdivision, Unit 1, Located Northeast of the Intersection of College Lane and Ja-Rob (*Kevin Robinson, Planning Director*)
13. Resolution No. 7161 – Supporting an Amendment of the Safe Haven for Infants Act (*Rocio Ocano, Assistant City Attorney*)
14. PUBLICATION ONLY: Proposed Ordinance Granting to Southwestern Public Service Company d/b/a Xcel Energy, a New Mexico Corporation, a Franchise License Within the City Limits of the City of Hobbs for a Period of Ten (10) Years (*Efren Cortez, City Attorney*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

15. Next Meeting Date:

➤ City Commission:

Regular Meeting ***Tuesday, February 22, 2022, at 6:00 p.m.***

*****Changed due to the Presidents' Day Holiday on February 21, 2022*****

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) 397-9200 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 7, 2022

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: January 31, 2022
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular Commission Meeting of January 18, 2022

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

Minutes of the regular meeting of the Hobbs City Commission held on Tuesday, January 18, 2022, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also viewable to the public via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

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

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

Also present:

Manny Gomez, City Manager
Efren Cortez, City Attorney
August Fons, Acting Police Chief
Shane Blevins, Police Captain
Barry Young, Fire Chief
Mark Doporto, Deputy Fire Chief
Kevin Shearer, Battalion Chief
Jessica Silva, Code Enforcement Officer
Bobby Arther, Municipal Judge
Doug McDaniel, Recreation Director
Bryan Wagner, Parks and Open Spaces Director
Matt Hughes, Rockwind Community Links Superintendent
Toby Spears, Finance Director
Tim Woomeer, Utilities Director
Christa Belyeu, Assistant Information Technology Director
Meghan Mooney, Communications Director
Bob Hamilton, Reference Librarian
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
7 citizens

Invocation and Pledge of Allegiance

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

At this time, Commissioner Calderón left the meeting to attend the Hobbs Municipal School Board Meeting.

Mayor Cobb introduced his son, Jarred Cobb, who was in the audience at tonight's meeting.

Closed Session

Mayor Cobb stated the Commission convened in closed session at 5:00 p.m. on Tuesday, January 18, 2022, for the discussion of the acquisition or disposal of real property, specifically properties located at the Hobbs Industrial Air Park and on North Turner Street. [NMSA 1978, §10-15-1(H)(8)]. The matters discussed in the closed meeting were limited only to that specified above. No action was taken during the meeting.

Approval of Minutes

Commissioner Smith moved the minutes of the regular Commission meeting held on January 3, 2022, be approved as written. Commissioner Penick seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Mr. Manny Gomez, City Manager, recognized the following employees for their Milestone Service Awards for the Month of January, 2022.

- 5 years – Mystica Maldonado, Municipal Court
- 5 years – Isidro Mora, Hobbs Police Department
- 5 years – Glenda Valdivia, Public Transportation
- 10 years – Joseph Meyers, Hobbs Fire Department

Mr. Gomez reviewed highlights about each employee and thanked the Mayor and Commission for the opportunity to recognize employees which are the City's most importance resource. Mr. Gomez thanked each employee and also the employees' families for their contribution to the organization.

Mr. Gomez provided a recap of the calendar year 2021 milestone recognition program. He stated a total of 600 years of service were recognized for 53 employees. He identified some of the large departments as the Hobbs Fire Department with 105 years, Hobbs Police Department with 95 years, Parks and Open Spaces Department with 75 years, Utilities Department with 70 years and the Recreation Department with 55 years.

Public Comments

Due to COVID-19, public comments may be submitted in person or in writing. Written comments should be submitted to the City Clerk at jfletcher@hobbsnm.org or faxed to

(575) 397-9334 no later than 4:30 p.m. on the day of the meeting, January 18, 2022. Ms. Fletcher stated there were no public comments submitted in writing or in person.

Consent Agenda

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

Resolution No. 7148 – Approving the FY 2022 DFA 2nd Quarter Financial Report for Lodgers’ Tax

Consideration of Approval of a Memorandum of Agreement Between the City of Hobbs and the City of Eunice Regarding Animals Seized by the City of Eunice and Subsequently Housed at the Hobbs Animal Adoption Center

Resolution No. 7149 – Authorizing Approval to Submit a Grant Application to the Department of Homeland Security and the Federal Emergency Management Agency for the Staffing for Adequate Fire and Emergency Response Grant

Resolution No. 7150 – Authorizing Approval to Submit an Application to the New Mexico Department of Health EMS Fund Act Local Funding Program for FY 2023

Consideration of Approval of Bid No. 1591-22 to Furnish Two Specialty Trucks and Recommendation to Reject the Bid

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

Discussion

There were no items for discussion.

Action Items

Resolution No. 7151 – Authorizing an Allocation of Lodgers’ Tax Funds for FY 2022 (City of Hobbs Downtown Slam & Jam \$24,610.00; Hobbs Airfield Speedway \$5,050.00; and Hobbs High School Softball Boosters \$7,125.00)

Mr. Toby Spears, Finance Director, explained the resolution and stated the Lodgers’ Tax Board met on January 12, 2022, to consider three funding requests as follows:

Hobbs Airfield Speedway	\$ 5,050.00
City of Hobbs – Downtown Slam & Jam	\$ 24,610.00
Hobbs High School Softball Boosters	\$ 7,125.00

Mr. Spears stated the Hobbs Airfield Speedway was previously awarded \$5,150.00 on July 14, 2021, and the total amount for FY 22 now exceeds \$10,000.00 total. The Board approved the requests for the Hobbs Airfield Speedway and the City of Hobbs Downtown Slam & Jam which are now being presented to the Commission for consideration. The Board's vote on the event for the Hobbs High School Softball Boosters failed 2 – 1 (2 yes and 1 abstention). This event is also being presented to the Commission for consideration.

Mr. Spears stated there is \$399,063.38 available for events and \$722,992.22 available for City/County events. Representatives from the requesting organizations are present tonight if the Commission has any questions of them.

There being no further discussion, Commissioner Penick moved to approve Resolution No. 7151 as presented. Commissioner Smith seconded the motion and the roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7152 – Approving Budgetary Adjustment #2 for FY 2021-2022

Mr. Spears explained the resolution and stated the fiscal budget of the City of Hobbs is adopted each year by resolution, and then reviewed and approved by the Department of Finance and Administration. From time to time, it becomes necessary to adjust the budget for items not contemplated at the time of its preparation or for issues that arise during the fiscal year. In the proposed adjustment, total revenue is increased by \$3,492,291.00 and total expense is being increased by \$1,223,089.48 which provides a budgeted ending cash balance of \$86,997,989.11 for all funds. The general fund reserve limit is being increased from 47% to 49%.

Mr. Spears stated an adjustment was made for the administrative fee for gross receipts tax collection by the State and for 20 FTE positions which were removed from the budget.

In response to Commissioner Penick's question, Mr. Spears stated the City is required to have 1/12 or 8% in reserve. The Commission has directed City Staff to keep that number at 30%. Currently, the City has 49% in its reserves.

There being no further discussion, Commissioner Fields moved to approve Resolution No. 7152 as presented. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7153 - Approving the FY 2022 DFA 2nd Quarter Financial Report

Mr. Spears explained the resolution and the 2nd Quarter Financial Report. He stated the actual ending cash balance at December 31, 2021, is \$146,092,613.96 for all funds, restricted and unrestricted. Mr. Spears stated the year-to-date actual revenues and expenditures for the period are \$61,519,761.02 and \$58,191,216.65, respectively. Mr. Spears explained that the American Rescue Plan funds of \$4,800,000.00 were received by the City and are restricted in use.

In response to Mayor Cobb's question, Mr. Spears stated the City has until 2024 to get these funds under contract and until 2026 to complete all projects and payments.

Mr. Spears reminded the Commission that the City is on a cash-basis accounting method and still has a \$5 million payment owed and committed to the Hobbs Municipal Schools for the CTE Facility.

There being no further discussion, Commissioner Fields moved to approve Resolution No. 7153 as presented. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7154 – Rescinding Condemnation Designation of Certain Properties Previously Determined to be Ruined, Damaged, Dilapidated and a Menace to Public Comfort, Health and Safety

Ms. Valerie Chacon, Deputy City Attorney, and Ms. Jessica Silva, Code Enforcement Officer, presented a proposed resolution to the Commission related to properties which have been previously condemned but are no longer ruined, damaged and dilapidated. Before and after photographs were viewed by the Commission of all 19 properties listed on Exhibit "A" attached to the resolution. Ms. Chacon stated it is the recommendation of the Legal Department that the condemnation designation should be rescinded from the properties listed on Exhibit "A".

Commissioner Mills stated he very much appreciates being kept up to date on these matters. He said it is nice to see pride on display in the community.

In response to Mayor Cobb's question, Ms. Chacon stated the condemnation designation does place a cloud on the property owner's title which could preclude them from selling it. Mayor Cobb added that rescinding the condemnation designation makes the property more marketable. He encouraged other property owners to communicate with City staff if they have any questions related to their condemned properties.

There being no further discussion, Commissioner Gerth moved to approve Resolution No. 7154 as presented. Commissioner Fields seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached and made a part of these minutes.

Consideration of Approval of a Professional Services Agreement with Luke Otero for Lobbying Services

Consideration of Approval of a Professional Services Agreement with Trujillo Law Group, LLC, for Lobbying Services

Mr. Efren Cortez, City Attorney, stated he would explain Item #12 (Professional Services Agreement with Luke Otero for Lobbying Services) and Item #13 (Professional Services with Trujillo Law Group, LLC, for Lobbying Services) at the same time as they are similar in nature. He requested, however, that the items be voted on separately.

Mr. Cortez stated lobbying services will be very helpful to the City for the 30-day Legislative Session which just convened today. Mr. Cortez reviewed the timeline of the Legislative Session and stated a large quantity of bills were pre-filed before the session started. He stated the last day to introduce bills is February 12, 2022, and the session ends February 17, 2022. Mr. Cortez reviewed the scope of services in the agreements. He stated the agreement with Luke Otero provides for a total amount of \$25,635.00 to be paid to the contractor. The agreement with Trujillo Law Group, LLC, provides for compensation not to exceed \$59,000.00 which shall be paid in the amount of \$4,879.69 per month. He stated the firm is a very reputable law firm specializing in oil and gas law and tax law.

A very lengthy discussion was held on HB6 destination source taxing which was adopted during the 2019 Legislative Session and became effective on July 1, 2021, which is now impacting the City's gross receipts tax collections.

Mr. Cortez stated the thought process behind having two lobbyists is to have extra eyes and ears in Santa Fe on legislation which will be very beneficial to the City. HB6 was a very lengthy and complex document which is now having unintended consequences and negatively affecting municipalities. Both lobbyists will stay up to date on newly-introduced legislation and report this information to the City.

Following some additional discussion and comments, Mayor Cobb stated it will be an all-hands-on-deck effort to follow legislation which will impact Hobbs and Southeast New Mexico. He stated millions of dollars are involved and Hobbs can play a big-brother role in helping the smaller municipalities in Lea County.

Mr. Cortez added that the communication with the Trujillo Law Group will be confidential, attorney-client communication.

There being no further discussion, Commissioner Mills moved to approve the Professional Services Agreement with Luke Otero for Lobbying Services as presented. Commissioner Penick seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the agreement is attached and made a part of these minutes.

There being no further discussion, Commissioner Penick moved to approve the Professional Services Agreement with the Trujillo Law Group, LLC, for Lobbying Services as presented. Commissioner Fields seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the agreement is attached and made a part of these minutes.

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

Mayor Cobb stated the next regular Commission meeting will be held on Monday, February 7, 2022, at 6:00 p.m.

Mr. Gomez reminded everyone of the upcoming Municipal Election on March 1, 2022. Voter registration deadline by mail or online is February 1, 2022. Early voting will be held February 1, 2022, through February 26, 2022, at City Hall.

Mr. Gomez stated Lea County is distributing COVID test kits in the CORE Parking Lot through the remainder of the week and over 1,000 test kits have been distributed so far.

Mr. Gomez stated the City of Hobbs has experienced 82 positive employee cases during the time period of December 26 – January 17. He stated this has compromised service delivery and created staff shortages. Mr. Gomez requested patience from the public during this time and stated City staff continues to wear masks, follow social distancing guidelines and use virtual meeting options when available.

Commissioner Fields stated a citizen was recently turned away at the City's Convenience Center on Marland Blvd. because of a trailer. A discussion was held on other similar situations. Mr. Gomez stated commercial waste is not accepted at that location which includes vehicles with company logos which may be pulling a trailer. He will contact Waste Management about these issues.

Commissioner Fields requested compassion from the community related to the abandoned baby found in the dumpster behind Rig Outfitters.

Commissioner Penick thanked the Finance Department and the City Manager for closely monitoring the City's financial position. He stated HB6 has created extra work for everyone, and he is pleased that the City's budgeted reserve has gone up to 49%.

Commissioner Penick also thanked Ms. Valerie Chacon and Ms. Jessica Silva for their work on condemnations and helping make our community cleaner.

Commissioner Smith requested that everyone lift up the family of Ms. Joan Tucker who passed away earlier this week.

Mayor Cobb emphasized the importance of keeping up with the Legislative Session which is a little more difficult in a virtual environment.

In response to Mayor Cobb's question, Mr. Joe Cotton stated the Hobbs MLK event was cancelled this year due to COVID. In quoting Dr. King, Mr. Cotton stated "it is always the right time to do what is right".

Adjournment

There being no further business or comments, Commissioner Fields moved that the meeting adjourn. Commissioner Smith seconded the motion and the roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 7:15 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 7, 2022

SUBJECT: CONSIDERATION TO REJECT ALL PROPOSALS TO RFP 527-22 AS NON-RESPONSIVE

DEPT. OF ORIGIN: Recreation
DATE SUBMITTED: February 1, 2022
SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

Previously, the Commission awarded concessionaire services to two concessionaires via RFP 517-20. One of those concessionaires is relocating away from Hobbs. To allow concession services to continue, RFP 527-22 calling for proposals for Concession Services at Athletic and Aquatics Facilities was advertised on January 2, 2022. Responses were due on January 13, 2022. One (1) proposal was received by the Finance Department and was determined to be non-responsive.

Prior to advertising a subsequent RFP, it is requested that the Commission consider rejecting all proposals received for RFP 527-22 as non-responsive. If rejected by the Commission, the Finance Department will once again advertise for Concession Services at Athletic and Aquatics Facilities via RFP.

Fiscal Impact

Reviewed by: [Signature]
Finance Department

Revenue received from Concessionaire Agreements is dependent on the location(s) being used by the concessionaire. These revenues are indicated in the RFP and vary by location.

Attachments: RFP 527-22 Scoresheet

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Staff recommends that the Commission consider Rejecting All Proposals to RFP 527-22 as Non-Responsive to allow for advertising of a new RFP for Concession Services at Athletic and Aquatics Facilities.

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. _____

Bid Summary

BID/PROPOSAL NO. 527-22

FURNISH Concessionaire Services at Athletic/Aquatics Facilities

Bidder	manuel marling			
NM Contractors License No.				
Bid Bond				
Addendum(s)	2			
Bid Form	3			
List of Subcontractors	1			
Resident Bidders Pref No.	7			
Veterans Preference				
Campaign Cont. Dis. Form				
Non-Collusion Affidavit				
Related Party Disclosure Form				
Non- Debarment Cert				
Alternate 1				
Alternate 2				
Alternate 3				
Alternate 4				
TOTAL				



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 7, 2022

SUBJECT: RESOLUTION TO APPROVE THE FINAL PLAN FOR PROSISE LAND DIVISION LOCATED IN SECTION 20, T17S, R38E OF THE N.M.P.M. IN LEA COUNTY, NEW MEXICO.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: January 31, 2022
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The Final Plan for Prosise Land Division is submitted by the Property Owner. The subdivision is located southeast of the intersection of Jones Road and Bensing, within the City of Hobbs ETJ. The Subdivision will create 4 Lots with an average lot size of 2.28. The Planning Board consider this item at the January 18, 2022 regular meeting and voted 4-0 to recommend approval.

Fiscal Impact: Reviewed By: Finance Department

This subdivision is located within the Extraterritorial Jurisdiction of the City of Hobbs.

Attachments: Resolution, Final Plan.

Legal Review: Eflen A. City Attorney
Approved As To Form: Cortez

Recommendation: Consideration to approve the Resolution approving the Prosise Land Division.

Approved For Submittal By: Kevin Robinson, Department Director, City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN
Resolution No., Ordinance No., Approved, Other, Continued To, Referred To, Denied, File No.

CITY OF HOBBS

RESOLUTION NO. 7155

RESOLUTION TO APPROVE THE FINAL PLAN FOR PROSISE LAND DIVISION IN SECTION 20, T17S, R38E OF THE N.M.P.M. IN LEA COUNTY, NEW MEXICO.

WHEREAS, the property owner has submitted a Final Plan for Prosise Land Division; and

WHEREAS, the subdivision Final Plan was reviewed and approved by the Hobbs Planning Board at the January 18, 2022 regular meeting.

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

1. The City of Hobbs hereby grants Final Plan Approval for Prosise Land Division; and

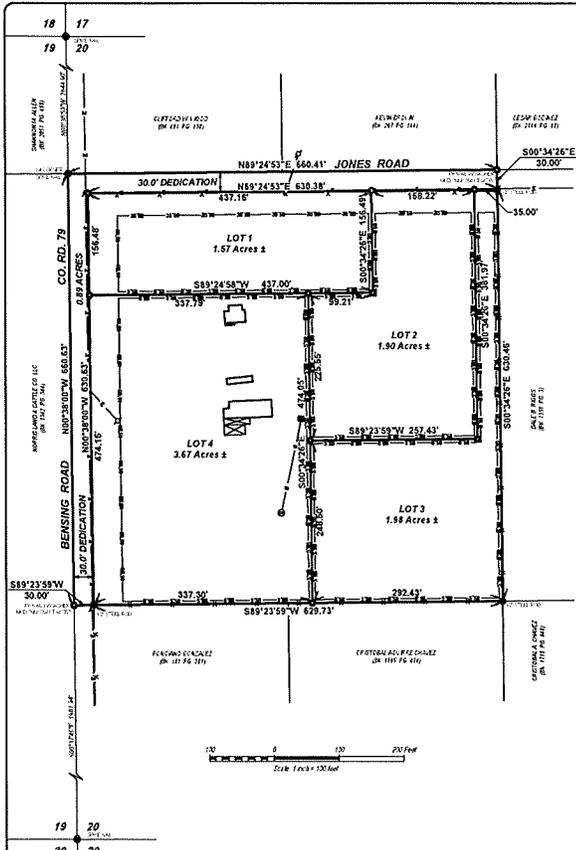
2. The City officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 7th day of February, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, CITY CLERK



- LEGEND:**
- DENOTES 1/2" STEEL ROD/CAP MARKED "A" OR "B" UNLESS NOTED OTHERWISE
 - DENOTES FOUND CORNER AS NOTED
 - DENOTES ELECTRIC LINE WITH POLE
 - DENOTES ANCHOR GUY WIRE
 - DENOTES GITE BURIED LINE
 - DENOTES EDGER LINE (CANDLIT)
 - DENOTES WATER LINE (VALVE)
 - DENOTES FIRE HYDRANT
 - DENOTES 24 GAS LINE WITH TEE VALVE
 - DENOTES 15 FT BUILDING SETBACK LINE
 - DENOTES 35 FT BUILDING SETBACK LINE
 - DENOTES 45 FT BUILDING SETBACK LINE

GENERAL NOTES:

- BEARS HAS SHOWN HEREON AS INDICATOR OF D AND CONFORM TO THE NEW MEXICO COORDINATE SYSTEM (NAD 83) NORTH AMERICAN DATUM 1983 DISTANCE AND BEARING VALUES.
- BASED ON THE FLOOD INSURANCE RATE MAP FOR THE CITY OF HOES, LEA COUNTY, NEW MEXICO AND INCORPORATED AS FAR AS UNDER VOUCHER EFFECTIVE DATE (CONVEYANCE) WAS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. THIS TRACT LOCATED IN SECTION 28 TOWNSHIP 17 SOUTH RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO IS DESIGNATED AS ZONE "X" BEING DEEMED AS AREAS IN WHICH FLOOD HAZARDS ARE UNDETERMINED, BUT POSSIBLE.
- ADJACENT OWNERSHIP OBTAINED FROM LEA COUNTY ASSESSOR'S OFFICE.
- QUALITY LOCATIONS SHOWN HEREON WERE FROM OBSERVED EVIDENCE. ACTUAL LOCATIONS SHOULD BE VERIFIED.
- DATE OF SURVEY: MAY 19, 2021

**PROSISE LAND DIVISION
LEA COUNTY, NEW MEXICO
TYPE 3A SUBDIVISION**

OWNER'S STATEMENT, DEDICATION AND AFFIDAVIT:

THE FOREGOING SUBDIVISION OF THAT TRACT DESCRIBED IN THAT CERTAIN WARRANTY DEED FILED IN BOOK 2168, PAGE 444, LEA COUNTY RECORDS, LEA COUNTY, NEW MEXICO, BEING THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4NW1/4SW1/4) OF SECTION 23, TOWNSHIP 17 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO.

SAD PROPERTY IS BEING SUBLICENSED AS THE SAME APPEARS HEREON WITH ALL RIGHTS OF WAY AS SHOWN BEING DEDICATED TO THE PUBLIC. CONSIDER THIS PROSISE LAND DIVISION TO LEA COUNTY, NEW MEXICO, WITH THE FREE CONSENT AND ACCORDANCE WITH THE TERMS 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.

JUSTIN PADDOGE

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
COUNTY OF LEA
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022 A.D., BY JUSTIN PADDOGE
NOTARY PUBLIC

CERTIFICATE OF MUNICIPAL APPROVAL BY RESOLUTION:

I, JAN FLETCHER, THE CITY APPOINTED AND ACTING CITY CLERK OF THE CITY OF HOES, 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 HOES 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 IS REVIEWED AND APPROVED ON THE _____ DAY OF _____, 2022 A.D., BY THE CITY PLANNING BOARD OF HOES, NEW MEXICO.

CHRISTIAN WILLIAM HICKS II

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
COUNTY OF LEA
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022 A.D., BY WILLIAM HICKS
NOTARY PUBLIC

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

BE IT KNOWN THAT THE PLAT OF PROSISE LAND DIVISION, CONSISTING OF LAND SUBLICENSED AS PROPOSED IN LEA COUNTY, NEW MEXICO, WAS SUBMITTED TO THE LEA COUNTY PLANNING AND ZONING BOARD AS REQUESTED BY A MEETING ON THE _____ DAY OF _____, 2022 A.D., AND THE SUBMISSION WAS ENDORSED IN THE ATTACHED PLAT WAS THEREBY APPROVED AND ACCEPTED BY THE MAJORITY OF THE BOARD.

DANIEL JOHNSON, CHAIRMAN

ATTEST: KEITH MAHER, 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 JOHNSON AND KEITH MAHER
NOTARY PUBLIC

SURVEYOR'S CERTIFICATE:

I, GARY G. ELDON, NEW MEXICO PROFESSIONAL SURVEYOR NO. 12541, DO HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND WERE MADE IN ACCORDANCE WITH THE STANDARDS AND PRACTICES OF THE PROFESSION AND THAT I AM A RESIDENT OF LEA COUNTY, NEW MEXICO, AND THAT I AM A MEMBER OF THE LEA COUNTY SURVEYORS ASSOCIATION. I AM NOT PROVIDING THIS SURVEY TO ANY OTHER PARTY AND THAT I AM NOT PROVIDING THIS SURVEY TO ANY OTHER PARTY.



PROVIDING SURVEYING SERVICES SINCE 1988
JOHN WEST SURVEYING COMPANY
412 N. DAL PRADO • HOES, N.M. 88240
(505) 326-3157 • WWW.JWSC.COM
TRPL54 10021000



Scale: One Inch = One Hundred Feet
CAD: Dallen & Date: DES - 06/16/2021
JWSC: LVS: No. 2111 0215
JWSC File No.: D-1400

STATE OF NEW MEXICO
COUNTY OF LEA - FILED:



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 7, 2022

SUBJECT: RESOLUTION TO APPROVE THE FINAL PLAN FOR ZIA CROSSING SUBDIVISION, PHASE 2, UNIT 8. Located southeast of the intersection of Millen Drive and Zia Crossing Parkway within the municipal boundaries, submitted by Black Gold Estates, LLC.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: January 31, 2022
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The Final Plan for Zia Crossing Subdivision, Phase 2, Unit 8, is submitted by Black Gold Estates, LLC. The proposed subdivision is located southwest of the intersection of Millen Drive and Zia Crossing Parkway within the municipal boundaries. The proposed subdivision encompasses +/- 12.84 acres and will contain 54 single family residential lots. The Planning Board approved the Final Plans for this Subdivision on January 18, 2022 with a vote of 4 to 0. The Municipality is in receipt of an Engineer of Record Certification concerning the installation of infrastructure as to the approved construction plan set.

Fiscal Impact: Reviewed By: Finance Department

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

Attachments: Resolution, Final Plan.

Legal Review: Efren A. Cortez
Approved As To Form: Cortez
City Attorney

Recommendation: Consideration of the Approval of the Resolution to approve the Final Plan for Zia Crossing Subdivision, Phase 2, Unit 8.

Approved For Submittal By:
Department Director
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN
Resolution No.
Ordinance No.
Approved
Other
Continued To:
Referred To:
Denied
File No.

CITY OF HOBBS

RESOLUTION NO. 7156

**A RESOLUTION APPROVING THE FINAL PLAN OF ZIA CROSSING
SUBDIVISION, PHASE 2, UNIT 8.**

WHEREAS, Black Gold Estates, LLC has submitted a Final Plan for Zia Crossing Subdivision, Phase 2, Unit 8, for review by the City of Hobbs Planning Board; and

WHEREAS, the Final Plan for Zia Crossing Subdivision, Phase 2, Unit 8 was reviewed and found compliant with MC Title 16 by the City of Hobbs Planning Board and the Municipality is in receipt of the Engineer of Record Certification as to the installation of all public infrastructures.

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

1. The City of Hobbs hereby grants Final Plan Approval to Zia Crossing Subdivision, Phase 2, Unit 8, as recommended by the City of Hobbs Planning Board; and
2. The City officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 7th day of February, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, CITY CLERK

ZIA CROSSING SUBDIVISION PHASE II, UNIT 8

CITY OF HOBBS, LEA COUNTY, NEW MEXICO



VICINITY MAP
NTS

DESCRIPTION AND DEDICATION FOR UNIT 8 PHASE II, ZIA CROSSING SUBDIVISION, HOBBS, NM

ALL THAT PORTION OF THE EAST 1/2 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 1/4 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 1/4 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, PHASE II, UNIT 8, 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.

ACKNOWLEDGMENT :

STATE OF NEW MEXICO)
COUNTY OF LEA)

ON THIS _____ DAY OF _____, 2021, BEFORE ME PERSONALLY APPEARED DANIEL V. BATTOLA AGENT FOR ZIA CROSSING, LLC, TO ME KNOWN TO BE THE PERSON(S) DESCRIBED HEREIN AND WHO EXECUTED THE SAME AS THEIR FREE ACT AND DEED

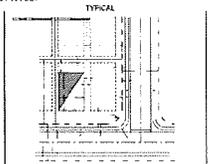
WITNESSES MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN

MY COMM. EXPIRES _____

NOTARY PUBLIC

NOTES:

1. SET 1"Ø REBAR WITH PLASTIC CAP MARKED L5 8011 AT ALL CORNERS AND BEGINNING AND END OF CURVES
2. 5/8" PLAT # 15243 RECORDED IN LEA COUNTY
3. LOT 500 SET BACK LINES ARE 5.0 FEET EXCEPT ALONG RIGHTS-OF-WAY WHERE 100.0 FOOT 5.00 SET BACK LINES APPLY LOT FRONT SETBACK LINES ARE 21.02 FEET



SURVEYORS CERTIFICATE:

I, RANDY A. BOURT, 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 SURVEYS IN NEW MEXICO

RANDY A. BOURT, N.M.P.S. 6615

DATE

CERTIFICATE OF MUNICIPAL APPROVAL:

STATE OF NEW MEXICO)
COUNTY OF LEA)

I, JIM FLETCHER, THE DUVY APPOINTED AND ACTING CITY CLERK OF THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF THE ZIA CROSSING SUBDIVISION, PHASE II, UNIT 7, WAS APPROVED BY THE COMMISSION OF THE CITY OF HOBBS BY RESOLUTION NO. _____ ON THE _____ OF _____, 2021 A.D.

JIM 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

CHARLON WILLIAMS, MAYOR

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. 18 P.M. BETWEEN THE FOUND MONUMENTS AS DESCRIBED IN THE CITY OF HOBBS GPS SURVEY REPORT AS 413 AT THE NW CORNER AND 414 AT THE NE CORNER OF SAID SECTION 13

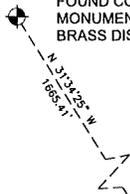
14 N 89°28'22" E - 2642.69
ALL DISTANCE SHOWN HEREON ARE GROUND VALUES

FOUR CORNERS SURVEYING, INC. 3112 COUNTY ROAD 10, CORTEZ, CO 81301 303.522.2441			
DRAWN RAB	DATE 5/15/2021	ZIA CROSSING SUBDIVISION PHASE II UNIT 8	
APPROVED	DATE	CITY OF HOBBS, NEW MEXICO	
SCALE NOT TO SCALE	SHEET 1 OF 2	PROJECT NO. 2021011101 SHEET	
LEA COUNTY SEAL		STATE OF NEW MEXICO COUNTY OF LEA	
		NOTARY PUBLIC	
		BY _____	
		BY _____	

ZIA CROSSING SUBDIVISION PHASE II, UNIT 8 = 54 LOTS

TOTAL ACREAGE = 12.84 AC.

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



BLACK GOLDESTATES, LLC

UNIT 3

BLACK GOLDESTATES, LLC

PADDOCK ROAD

LONGTAIL ROAD

BLACK GOLDESTATES, LLC

GREY GHOST ROAD

UNIT 7

ZIA CROSSING PARKWAY

KING KELLY ROAD

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

UNIT 8

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	BEARING	DELTA ANGLE
C1	25.00	35.12	35.25	N 44° 58' 49" E	89° 59' 00"
C2	25.00	35.12	35.25	N 45° 21' 11" W	89° 59' 00"
C3	25.00	35.12	35.25	S 44° 58' 49" W	89° 59' 00"
C4	25.00	35.12	35.25	S 45° 21' 11" E	89° 59' 00"
C5	25.00	35.12	35.25	N 44° 58' 49" E	89° 59' 00"
C6	25.00	35.12	35.25	N 45° 21' 11" W	89° 59' 00"
C7	25.00	35.12	35.25	S 44° 58' 49" W	89° 59' 00"
C8	25.00	35.12	35.25	S 45° 21' 11" E	89° 59' 00"
C9	25.00	35.12	35.25	N 44° 58' 49" E	89° 59' 00"
C10	25.00	35.12	35.25	N 45° 21' 11" W	89° 59' 00"
C11	25.00	35.12	35.25	S 44° 58' 49" W	89° 59' 00"
C12	25.00	35.12	35.25	S 45° 21' 11" E	89° 59' 00"

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	DATE	PROJECT
RAB	4/16/2021	ZIA CROSSING SUBDIVISION PHASE II, UNIT 8
APPROVED	DATE	CITY OF HOBBS, NEW MEXICO
SCALE	SHEET	PROJECT NO.
1" = 60'	2 OF 2	925UNH185H12



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 7, 2022

SUBJECT: 2020 State Appropriation; 20-E2593 City of Hobbs Fire Department Aerial Purchase
DEPT. OF ORIGIN: Fire Department
DATE SUBMITTED: February 2, 2022
SUBMITTED BY: Barry Young, Fire Chief

Summary:

A State of New Mexico 2020 Legislative Capital Appropriation Project in the amount of \$1,500,000 has been awarded to the City of Hobbs Fire Department to purchase and equip a fire truck with an aerial platform and was approved by City Commission on September 8, 2020. City Commission approved the purchase of the aerial from AAA Firepro on December 15, 2020 at a price of \$1,470,354.00. There were a total of 13 change orders through the construction process; therefore, the City is seeking ratification of the 13 change orders totaling \$20,309.00.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

There were 13 change orders during the construction process which increased the initial price of \$1,470,354 to \$1,490,663. The total cost of state appropriated money will be \$1,488,663.

Attachments:

- 1. Resolution
2. AAA Firepro Invoice
3. Change Orders

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Mayor and Commission approve ratification of change orders in the amount of \$20,309.00.

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. 7157

A RESOLUTION AUTHORIZING RATIFICATION OF 13 CHANGE ORDERS
FOR THE AERIAL APPARATUS

WHEREAS, the State of New Mexico 2020 Legislative Capital Appropriation Project has been awarded to the City of Hobbs Fire Department and accepted in September 8, 2020; and

WHEREAS, the purchase of the aerial was approved on December 15, 2020; and

WHEREAS, 13 change orders took place during construction process at a cost of \$20,309; and

WHEREAS, ratification of the change orders is necessary to approve the increase of \$20,309 for this project;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to effectuate this Resolution authorizing ratification of 13 change orders in the amount of \$20,309 for the aerial apparatus.

PASSED, APPROVED AND ADOPTED this 7th day of February, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

AAA Firepro of New Mexico, Inc.

Invoice

221 Schepps Blvd.
 P.O. Box 118
 Clovis, NM 88101

kim@aaafirenm.com

575-762-2594

Date	Invoice #
1/26/2022	G-01252201

Bill To
City of Hobbs Attn: Accounts Payable 200 E. Broadway St Hobbs, NM 88240

www.aaafirenm.com

P.O. Number	Terms	Rep
22102367	Net 30	GW

Due Date
2/25/2022

Quantity	Description	Price Each	Amount
1	HGAC FS12-19 100' MMT TEL LDR W/PLT, AL BDY, SPART GLAD, 4-DOOR, TILT-CAB, TANDEM AXLE AERIAL PURCHASE	1,468,354.00	1,468,354.00
	HGAC PROCESSING FEE	2,000.00	2,000.00
	SMEAL CHANGE ORDER #A	-29,741.00	-29,741.00
	SMEAL CHANGE ORDER #B	0.00	0.00
	SMEAL CHANGE ORDER #C	1,359.00	1,359.00
	SMEAL CHANGE ORDER #1	1,639.00	1,639.00
	SMEAL CHANGE ORDER #2	1,392.00	1,392.00
	SMEAL CHANGE ORDER #3	1,085.00	1,085.00
	SMEAL CHANGE ORDER #4	0.00	0.00
	AAA CHANGE ORDER #D-1	22,556.00	22,556.00
	AAA CHANGE ORDER #D-2	7,230.00	7,230.00
	AAA CHANGE ORDER #D-3	4,319.00	4,319.00
	AAA CHANGE ORDER #D-4	8,167.00	8,167.00
	AAA CHANGE ORDER #D-5	318.00	318.00
	AAA CHANGE ORDER #D-6	1,985.00	1,985.00

Thank you for your business.	Total	\$1,490,663.00
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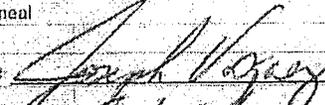
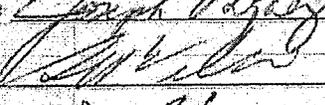
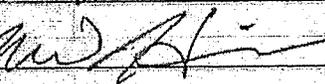
CO2052VMS

ORIGINAL

	A	B	C	D	E	F	G	H	I	J
2	Cont. Change Order:		A							
3	Truck #:		S5177							
4	Department:		Hobbs							
5	Date:		February 2, 2021							
6										
7	Change Item #	Add/Delete/Clarification	Option #	Description				Customer Contract Change To Pay or (To Receive)		Change Accepted?
8								\$1,474		
9	1000	Delete	1009-002	LI Tower Orientation Parallel to Rr Wall				\$0		Yes
10	1001	Add	1009-001	NO Light Tower Orientation				\$0		Yes
11	1002	Delete	1013-003	LI Tower Horizontal Justification Centered Left To Right				\$0		Yes
12	1003	Add	1013-001	NO Light Tower Horizontal Justification				\$0		Yes
13	1004	Delete	1014-002	LI Tower LI Head Orientation LH				\$0		Yes
14	1005	Add	1014-001	NO Light Tower Light Head Orientation				\$0		Yes
15	1006	Delete	1015-002	LI Tower Fore/Aft Orientation Centered Frt To Rear				\$0		Yes
16	1007	Add	1015-001	NO Light Tower Fore/Aft Orientation				\$0		Yes
17	1008	Delete	1344-002	Dash Pnl Group 3-Pnl				\$0		Yes
18	1009	Add	1344-017	Dash Pnl Group 3-Pnl w/Flat Black Painted Aluminum Panels				\$689		Yes
19	1010	Delete	1402-005	Glass Frt Dr Roll Down/XDuty Regulator				\$0		Yes
20	1011	Add	1402-002	Glass Frt Dr Pwr				\$976		Yes
21	1012	Delete	1412-013	Glass Rr Dr LH Roll Down/XDuty Regulator				\$0		Yes
22	1013	Add	1412-008	Glass Rr Dr LH Pwr				\$430		Yes
23	1014	Delete	1419-012	Glass Rr Dr RH Roll Down/XDuty Regulator				\$0		Yes
24	1015	Add	1419-008	Glass Rr Dr RH Pwr				\$430		Yes
25	1016	Delete	1518QXX	Cab Frt Grille Hinged Sirius w/Waving American Flag Graphic				(\$545)		Yes
26	1017	Add	1518-028	Cab Frt Grille Hinged Sirius				\$0		Yes
27	1018	Delete	2203-005	Frt Bumper Tow Hooks Chrome Slide Rwd				(\$50)		Yes
28	1019	Add	2203-006	Frt Bumper Tow Hooks Painted Slide Rwd				\$0		Yes
29	1020	Delete	2237-010	Front Bumper Discharge 2.0" RH Frame Mnt Plumbing				(\$706)		Yes
30	1021	Add	2237-004	Front Bumper Discharge 2.0" LH Frame Mnt Plumbing				\$706		Yes
31	1022	Delete	3009-007	Midship Pump Ratio 2.27:1				\$0		Yes
32	1023	Add	3009-008	Midship Pump Ratio 2.46:1				\$0		Yes
33	1024	Delete	3204-015	Prk Brake Ctrl Cir Dash Mnt 6" LH of Ctr				\$21		Yes
34	1026	Add	3204-030	Prk Brake Ctrl Sw Pnl Mnt LH Pnl				\$21		Yes
35	1026	Delete	5013-030	Pump Shift Ctrl Elec Over Air Deluxe Dash Lwr Pmp Act Down w/Sep Instructions				(\$252)		Yes
36	1027	Add	5013-002	Pump Shift Ctrl Elec Over Air Cir Pnl Pmp Act Up w/Sep Instructions				\$185		Yes
37	1028	Delete	5302-003	Marker & ICC Lts Face Mnt LED Weldon 9168-1500-20				(\$72)		Yes
38	1029	Add	5302-018	Marker & ICC Lts Face Mnt LED In Scene Lt				\$0		Yes
39	1030	Delete	5303-017	Frt Turn Signals Whelen M6 LED				(\$114)		Yes
40	1031	Add	5303-043	Frt Turn Signals Whelen M6 LED w/Cir Lens				\$114		Yes
41	1032	Delete	5317-162	Frt Scene Lts FireTech FT-D-72-W 12V LED 72" White				(\$4,747)		Yes
42	1033	Add	5317-158	Frt Scene Lts FireTech FT-B-72-ML-W 12V LED 72" White				\$4,112		Yes
43	1034	Delete	5349-009	Light Tower Prov Reinforcement Angle				(\$637)		Yes
44	1035	Add	5349-001	NO Light Tower Provision				\$0		Yes
45	1036	Delete	5352-050	Light Tower Model Command Lt CL602				\$0		Yes
46	1037	Add	5352-001	NO Light Tower Model				\$0		Yes
47	1038	Delete	5449-001	NO Rear Warning Lights				\$0		Yes
48	1039	Add	5449-015	Rr Warn Lts Controller Sw Pnl Whelen-TACTL5 Traf Advsr				\$1,035		Yes
49	1040	Delete	5512-042	Air Horn Actv PB Sw Pnl				\$0		Yes
50	1041	Add	5512-1000	NO Air Horn Auxilliary Activation				\$0		Yes
51	1042	Delete	8009-013	Water & Foam Tank Capacity 750 to 1250 Gallons				\$0		Yes
52	1043	Add	8009-004	Water & Foam Tank Capacity Up to 750 Gallons				\$0		Yes
523										
523								\$1,474		
524	2000	Delete	900653	Angle of Approach, 8 Degrees				\$0		Yes
525	2001	Add	900657	Angle of Approach, 12 Degrees - +/- 1 Inch				\$0		Yes
526	2002	Delete	900674	Angle of Departure, 8 Degrees				\$0		Yes
527	2003	Add	900675	Angle of Departure, 9 Degrees - +/- 1 Inch				\$0		Yes
528	2004	Clarification	100664	Relocate Cab Tilt Pendant, Standard Location - Shall be located in PR1.				\$0		Yes
529	2005	Add	111567	Front Bumper Storage Well Flooring, Dri-Dek, (1) Storage Well				\$31		Yes
530	2006	Add	UPOXXXXXX X	Water Tank Level Display, Chassis Supplied and Installed PSTANK, Cab Sides, Innovative Controls Driver				\$636		Yes
531	2007	Delete	000008	Hose Bed Cover, Vinyl, Side Button Snaps, Rear Bungee				(\$862)		Yes
532	2008	Add	UPOXXXXXX	Hose Bed Cover, Vinyl, Side Button Snaps, Stayrite Bungee				\$862		Yes
533	2009	Add	UPOXXXXXX	SCBA Seat Bracket (1), Zico Load and Lock, Left Side on Rear Inside Wall				\$147		Yes
534	2010	Add	010221	Power and Ground Lead, 12V Drop, Battery Direct, 30 Amp, 6-Position Distribution Panel				(\$174)		Yes
535	2011	Add	910048	Outlet Location, Engine Tunnel, Officer's Side - Side of Engine Tunnel between seats.				\$0		Yes
536	2012	Add	UPOXXXXXX X	Flashlights (4), Streamlight, E-Spot FireBox, LED, Orange, 45865E, Vehicle Mount System - Wire to Blue Sea on side of engine tunnel.				\$1,080		Yes
537	2013	Add	110052	Receptacle, 120V, 5-20R Straight Blade, Duplex, Wired to Transfer Switch				\$82		Yes
538	2014	Add	910043	Outlet Location, Officer's Seat, Behind - On the floor.				\$0		Yes
539	2015	Add	UPOXXXXXX X	Cab Roof Compartment, Match Top of Raised Roof Portion of Cab, Smooth Painted Aluminum Match Chassis Upper, Spaced Off Cab Roof, Dri-Dek Flooring, Lid Hinged 1/3 Back Off of Front, Lid Top and Rear Integrated Flush with Box, D-Ring Handle, Night Axe LED Strip Light, OEM Strap				\$2,376		Yes
524										
525								\$1,474		
525	3000	Delete	120847	Side Compartment Doors, Roll-Up Doors, ROM, Painted Doors Only (6)				(\$2,490)		Yes

	A	B	C	D	Customer Contract Change To Pay or (To Receive)	J Change Accepted?
7	Change Item #	Add/Delete/ Clarification	Option #	Description		
627	3001	Add	UPOXXXXXX	Side Compartment Doors, (8) Roll-Up Doors and (1) Lap Door, ROM, Painted Doors Only (9)	\$0	Yes
628	3002	Clarification	120476	Drip Trays, Roll-up Door, ROM, All Compartments - No drip tray in L4.	\$0	Yes
629	3003		L1		\$0	Yes
630	3004	Delete	120785	Compartment Struts, Vertical, Welded Aluminum	(\$108)	Yes
631	3005		L2		\$0	Yes
632	3006	Delete	120785	Compartment Struts, Vertical, Welded Aluminum	(\$166)	Yes
633	3007		L3		\$0	Yes
634	3008	Clarification	000471	Vertical Partition, Bolt-In, Full Height - 2' from front door opening.	\$0	Yes
635	3009	Delete	120785	Compartment Struts, Vertical, Welded Aluminum	(\$166)	Yes
636	3010	Add	UPOXXXXXX	Two (2) Compartment Struts, Vertical, Welded Aluminum, Front and Rear Partition	\$333	Yes
637	3011	Delete	002745	Shelf (1), Adjustable, Aluminum, Full Depth (4 Struts), Line-X	(\$393)	Yes
638	3012	Add	120300	Shelves (2), Adjustable, Aluminum, Full Depth (4 Struts), Line-X	\$766	Yes
639	3013	Clarification	003430	Tray (1), Floor-Mounted Roll Out, Innovative Ind., 600# (SM2-MP), 70% Extension, Line-X - The tray shall be on the rearward side of the partition.	\$0	Yes
640	3014		L4		\$0	Yes
641	3015	Delete	120785	Compartment Struts, Vertical, Welded Aluminum	(\$166)	Yes
642	3016	Add	UPOXXXXXX	Ladder Belt Storage, Rod	\$133	Yes
643	3017		PR1		\$0	Yes
644	3018	Delete	004855	Mounting Surface, Back Wall of Compartment, PAC Trac	(\$613)	Yes
645	3019	Delete	120785	Compartment Struts, Vertical, Welded Aluminum	(\$166)	Yes
646	3020	Clarification		FoamPro to be mounted on the floor. Fixed shelf to be mounted above the FoamPro.	\$0	Yes
647	3021		L3		\$0	Yes
648	3022	Delete	003430	Tray (1), Floor-Mounted Roll Out, Innovative Ind., 600# (SM2-MP), 70% Extension, Line-X	(\$907)	Yes
649	3023		R1		\$0	Yes
650	3024	Delete	120785	Compartment Struts, Vertical, Welded Aluminum	(\$166)	Yes
651	3025		R2		\$0	Yes
652	3026	Delete	120785	Compartment Struts, Vertical, Welded Aluminum	(\$166)	Yes
653	3027		R4		\$0	Yes
654	3028	Delete	003430	Tray (1), Floor-Mounted Roll Out, Innovative Ind., 600# (SM2-MP), 70% Extension, Line-X	(\$907)	Yes
655	3029	Delete	002745	Shelf (1), Adjustable, Aluminum, Shallow Depth (2 Struts), Line-X	(\$356)	Yes
656	3030	Add	002745	Shelf (1), Adjustable, Aluminum, Full Depth (4 Struts), Line-X	\$356	Yes
657	3031	Delete	UPO0042510	Stokes Storage, Top Roof of Chassis Cab, Built into Light Tower Shield, Lift-up Door	(\$1,582)	Yes
658	3032	Add	009050	Wheel Chock Compartments, WL1/WRT	\$0	Yes
659	3033	Add	UPOXXXXXX	Wheel Chocks, Two (2) Pair, Cast Products, TMC1008-4 (Chocks Only)	\$259	Yes
660	3034	Add	007865	Front Steps and Lighting, Cast Products, Folding Steps (2), Driver's Side, Smeal Logo	\$256	Yes
661	3035	Add	101296	Handrail, Body (Front), Top, Driver's Side, Hansen Backlit Red, Knurled Aluminum	\$146	Yes
662	3036	Add	007900	Front Steps and Lighting, Cast Products, Folding Steps (2), Officer's Side, Smeal Logo	\$236	Yes
663	3037	Add	101297	Handrail, Body (Front), Top, Officer's Side, Hansen Backlit Red, Knurled Aluminum	\$146	Yes
627						
628		Subtotal		Pump/Pump Compartment	\$1,610	
629	4000	Clarification	UPO0043890	Running Board, Officer's Side, Integral, Tread Plate, Storage Well, Fixed, PAC Straps - 25" of 5"	\$0	Yes
630	4001	Clarification		Foam Discharges - Front Bumper, Three Crosslays, 1 driver's side 2-1/2"	\$0	Yes
631	4002	Delete	UPO0043891	Pump to Tank Fill, 2", Akron 8900 2" Valve, Electric, 9333 Navigator Pro Controller	(\$1,198)	Yes
632	4003	Add	UPOXXXXXX	Pump to Tank Fill, 2", Akron 8900 2" Manual Valve, IC Push-Pull Handle	\$2,274	Yes
633	4004	Delete	UPO0043892	Tank to Pump, 3", Akron 8900 3" Manual Valve, IC Push-Pull Handle	(\$1,240)	Yes
634	4005	Add	UPOXXXXXX	Tank to Pump, 3", Akron 8900 3" Valve, Electric, 9333 Navigator Pro Controller	\$2,316	Yes
635	4006	Delete	007816	Crosslay Top Cover, Bi-fold Hinged Tread Plate Outside Covers, Center Vinyl, Button Snaps, Black (Mid Mounts)	(\$527)	Yes
636	4007	Add	UPOXXXXXX X	Crosslay Top Cover, Bi-fold Hinged Tread Plate Outside Covers, Center Vinyl, 1/4 Turns, Red (Mid Mounts)	\$527	Yes
637	4008	Delete	101348	Valve, 4", Akron, Electric, 8940, Composite Ball, 9333 Navigator Pro Controller (Valve Only)	(\$2,361)	Yes
638	4009	Add	101350	Valve, 4", Akron, Electric, 8940, Composite Ball, 9336 Navigator Pro Controller (Valve, Pressure, Flow)	\$3,824	Yes
639	4009	Delete	002471	Pressure Gauge, 2-1/2", Class 1, Liquid Filled - PSI 0-100 - White LED Lit	(\$130)	Yes
640	4010	Delete	111772	Flow Meter with Paddle Wheel, Class 1, Pump Panel	(\$1,305)	Yes
641						
642		Subtotal		Identical/Extra	(\$1,610)	
643	5000	Delete	000843	Tail Lights, LED, Whelen, M6 Series, Stop-Tail (Combination) (M6BT)/Turn (M6T)/Backup (M6BUW)/Warning, 4-Light Vertical Casting	(\$1,404)	Yes
644	5001	Add	100106	Tail Lights, LED, Whelen, M6 Series, Stop-Tail (Combination) (M6BTTC)/Turn (M6TC)/Backup (M6BUW)/Warning, 4-Light Vertical Casting (Clear Lenses)	\$1,495	Yes
645	5002	Clarification	005907	Additional Activation, Back-Up Lights Wired to Rear Work Light Switch / In-Cab Switch - In cab will be in the Vmux	\$0	Yes
646	5003	Delete	UPO0042520	Ground Lights, LED, On Scene Night Axe, 9", Activation by Park Brake and Turn Signal Each Side	(\$933)	Yes
647	5004	Add	110364	Ground Lights, LED, On Scene Night Axe, 9", Activation by Park Brake	\$830	Yes
648	5006	Delete	UPO0043893	Intercom System, Selcom Intercom Mixer System 950, 4 Cab Position, Wireless Driver/Officer, 2 Wired Crew for Motorola Radio System	(\$8,116)	Yes
649	5008	Add	UPOXXXXXX X	Intercom System, Selcom Intercom Mixer System 950, 6 Cab Position, Wireless Driver/Officer, 4 Wired Crew for Motorola Radio System	\$7,071	Yes
650	5007	Delete	UPO0043896	Warning Lights, Additional (6), Lower Zone B/D, Whelen, LED, Whelen Tracer lights, Below Pump Compartment & L1.L3.R1.R3.	(\$1,196)	Yes
651	5008	Add	UPOXXXXXX X	Warning Lights, Additional (10), Lower Zone B/D, Whelen, LED, Whelen Strip Light Plus Lights, Two (2) In Each Rub Rail, One (1) In Each Rub Rail Below Rearward Compartments, PSR01FCR	\$3,334	Yes
652	5009	Clarification	111227	Lower Zone Warning Lights (6 OEM Provided), A (0), B (2), C (2), D (2), Whelen, LED, M6V2 Series (Warning/Perimeter) - Perimeter lights will not come on with turn signals.	\$0	Yes
653	5010	Delete	000014	Power Lead Location, In L1 Comp	\$0	Yes

	A	B	C	D	I	J
7	Change Item#	Add/Delete/Clarification	Option #	Description	Customer Contract Change To Pay or (To Receive)	Change Accepted?
944	5011	Add	900019	Power Lead Location, In R3 Cmpt - Lead will be in upper rearward corner.	\$0	Yes
945	5012	Delete	900019	Power Lead Location, In R1 Cmpt	\$0	Yes
946	5013	Add	UPOXXXXXX	Power Lead Location, In PR1 Cmpt - Lead will be in upper rearward corner.	\$0	Yes
947	5014	Add		Power and Ground Lead, 12V Drop, Battery Direct, 20 Amp	\$0	Yes
948	5015	Add	900022	Power Lead Location, In R4 Cmpt - Lead will be in upper rearward corner.	\$0	Yes
949	5016	Add	UPOXXXXXX	Scene Lights (2), 12V, Hi-Vix, Recessed, LED, FT-MB-21-FT-W, Stainless Steel Trim Ring	\$2,619	Yes
950	5017	Add	910854	Lighting Location, Side Face of Body, Forward, Both Sides	\$0	Yes
951	5018	Add	110862	Lighting Activation, Pair, On V-Mux Screen and Pump Panel, 'LEFT SCENE' and 'RIGHT SCENE'	\$209	Yes
952	5019	Add	UPOXXXXXX	Scene Lights (2), 12V, Hi-Vix, Recessed, LED, FT-MB-21-FT-W, Stainless Steel Trim Ring	\$2,619	Yes
953	5020	Add	910853	Lighting Location, Side Face of Body, Rearward, Both Sides	\$0	Yes
954	5021	Add	110852	Lighting Activation, Pair, On V-Mux Screen and Pump Panel, 'LEFT SCENE' and 'RIGHT SCENE'	\$209	Yes
955	5022	Clarification	M0V2	The perimeter lights both upper and lower on the sides of body and chassis to come on with a single switch in Vmux.	\$0	Yes
956	5023	Delete	004869	Generator, Hydraulic, Onan, 15kW, 15RBAB, Onan Display	(\$17,878)	Yes
957	5024	Add	003800	Generator, Hydraulic, Onan, 8kW, 8RBAB, Onan Display - Frog Display will be on rear wall of oil tank forward of pump panel.	\$10,523	Yes
958	5025	Add	000659	Transfer Switch, Generator-to-Shoreline - Transfer switch next to load center.	\$395	Yes
959	5026	Delete	007411	Generator Load Center, 20-Circuit, Non-GFI Breaker Box	(\$1,741)	Yes
960	5027	Add	000833	Generator Load Center, 8-Circuit, Non-GFI Breaker Box	\$474	Yes
961	5028	Add	110051	Receptacle, 120V, 5-20R Straight Blade, Duplex, Wired to Generator	\$134	Yes
962	5029	Add	UPOXXXXXX	Receptacle Location, In PR1 Cmpt - Below transfer switch next to load center.	\$0	Yes
963	5030	Add	110051	Receptacle, 120V, 5-20R Straight Blade, Duplex, Wired to Generator	\$134	Yes
964	5031	Add	910919	Receptacle Location, In R3 Cmpt - Upper rear wall below drip tray.	\$0	Yes
965	5032	Add	110051	Receptacle, 120V, 5-20R Straight Blade, Duplex, Wired to Generator	\$134	Yes
966	5033	Add	910920	Receptacle Location, In R4 Cmpt - Upper rear wall below drip tray.	\$0	Yes
967	5034	Add	000890	Air Horn Activation, Push Button on Pump Panel, Driver's Side	\$152	Yes
968	5035	Clarification	110918	Junction Box Mounting Bracket, Tread Plate - Mount at final.	\$0	Yes
969	5036	Delete	100064	Light Tower, 240V, Command Light, CL Series, LED, 120,000 Lumen, (6) FRC Spectra Lighthoods, Model CL802A-FS	(\$31,973)	Yes
970	5037	Delete	002755	Light Tower Option, Command Light, Backlight	(\$1,758)	Yes
971	5038	Delete	000837	Light Tower Location, On Top of the Chassis Cab, Controls in L1	(\$341)	Yes
972	5039	Delete	003855	Light Tower Shield on Chassis, Painted Upper Chassis Color	(\$1,230)	Yes
973	5040			Lettering and Striping	\$0	Yes
974	5041	Delete	900878	Front Cab Striping, Stop at Side of Bumper, Stripe on Front Bumper	(\$24)	Yes
975	5042	Add	900879	Front Cab Striping, Wrap to Grill	\$0	Yes
976	5043	Delete	UPO0043898	Two (2) Decal, Reflective, 18" Wavy American Flag on Pole with Landing Eagle	(\$314)	Yes
977	5044	Delete	007138	Platform Striping, Reflective, Angle Down	(\$440)	Yes
978	5045	Add	121736	Platform Striping, Straight Across, Reflective Red	\$379	Yes
979	5046	Add	120097	14" Lettering (40), Gold Leaf, Engine-Turned 23.5kt	\$1,226	Yes
980	5047	Delete	120130	10" Lettering (25), Gold Leaf, Engine-Turned 22kt	(\$2,113)	Yes
981	5048	Add	UPOXXXXXX	14" Lettering (2), Gold Leaf, Engine-Turned 22kt	\$254	Yes
982	5049	Add	120259	10" Lettering (40), Reflective, With Outline	\$1,606	Yes
983	5050	Add	UPOXXXXXX	14" Lettering (2), Reflective, With Outline	\$88	Yes
1134						
1135		Subtotal		Additional Price		
1136	6000	Delete	010198	Stabilizers, Front and Rear "H" Style, 18" Spread, Standard Stroke, NO Stabilizer Pins (100' MMP)	(\$67,342)	Yes
1137	6001	Add	010199	Stabilizers, Front and Rear "H" Style, 18" Spread, Standard Stroke, WITH Stabilizer Pins (100' MMP)	\$67,730	Yes
1138	6002	Delete	111740	Stabilizer Cover Warning Lights (4), Whelan, M6 Super-LED (M6RC), Red with Clear Lens, Activated with Aerial Master and Emergency Master	(\$1,500)	Yes
1139	6003	Add	111741	Stabilizer Cover Warning Lights (4), Whelan, M6 Super-LED (M6R), Red, Activated with Aerial Master and Emergency Master	\$1,500	Yes
1140	6004	Delete	111918	Receptacle (1), Rear Wall Inside of Platform, Driver's Side, 120V, 1.5-20R Twistlock Single	(\$703)	Yes
1141	6005	Add	UPOXXXXXX	Receptacle (1), Rear Wall Inside of Platform, Driver's Side, 120V, 1.5-20 Household Duplex	\$708	Yes
1142	6006	Delete	111849	Tip Light (1), 12V, FRC, LED SoBrite (SRA110-07A)	(\$798)	Yes
1143	6007	Delete	911211	Tip Light Location, Front of Platform, Center	\$0	Yes
1144	6008	Delete	111983	Tip Light(s) Switch, AL-11	(\$22)	Yes
1145	6009	Delete	111875	Tip Light (1), 120V, FRC, LED Spectra 20,000 Lumen (SPA570-K20-ON), Switch on Lighthood	(\$2,564)	Yes
1146	6010	Add	UPOXXXXXX	Tip Light (1), 120V, FRC, LED Spectra 20,000 Lumen (SPA570-K20)	\$2,564	Yes
1147	6011	Delete	0079767	Platform Telescoping Lights (2), 120V, FRC, LED Spectra 20,000 Lumen (SPA540-K20-CL-A), Switch on Lighthood	(\$4,269)	Yes
1148	6012	Add	UPOXXXXXX	Platform Telescoping Lights (2), 120V, FRC, LED Spectra 20,000 Lumen (SPA540-K20-ON-CL-A)	\$4,269	Yes
1149	6013	Delete	112123	Aerial Monitor, Electric, TFT, Monsoon RC Y4-E21A-P (Platforms - With AL-11)	(\$7,989)	Yes
1150	6014	Add	100459	Aerial Monitor, Electric, TFT, Monsoon RC Y4-EP1A-P (Platforms), TFT Controller at Turntable (Y4E-RP)	\$8,516	Yes
1151	6015	Add	100482	Valve Under Monitor (VUM), TFT, Manual, (1) 2-1/2" NST Left Gated Discharge, With Drain, AKM11-2181D	\$1,478	Yes
1152	6016	Add	001729	Pre-connect, In Platform, 1-1/2", NST (85' MMP/85' RMP/100' RMP)	\$707	Yes
1153	6017	Clarification	UPO0042527	Rung Lighting, Red, White & Blue LED (100' MMP) - The rung lighting is to be a 1/3 Red, 1/3 White, and 1/3 Blue going up the ladder.	\$0	Yes
1154	6018	Add	101403	Stokes Basket Storage, Officer's Side Base Section, Painted Lid, Wired to Door Ajar, (75'105'/UT/100'100' MMA/85' MMP/100' MMP)	\$1,402	Yes
1155	6019	Delete	112023	Monitor Color, TFT Silver, Powder Coat	\$0	Yes
1156	6020	Add	UPOXXXXXX	Monitor Color, TFT White, Powder Coat	\$0	Yes

	A	B	C	D		J
7	Change Item #	Add/Delete/ Clarification	Option #	Description	Customer Contract Change To Pay or (To Receive)	Change Accepted?
1338						
1339					Customer Contract Change To Pay or (To Receive)	
1340				Change Order Chassis Sub-Total	\$1,574	
1341				Change Order Body/Aerial Sub-Total	(\$31,315)	
1342				Change Order Totals	(\$29,741)	
1343						
1344				Delivery days Commitment from Contract Signing		
1345						
1346				Due to scope and/or quantity of modifications made on this change order, Spartan ER will add the following days to our committed delivery days.		
1347				# days added to delivery commitment for this change order		30
1348				Total now contractual delivery days commitment		
1349						
1350				Date Smeal sent to Customer/Dealer for Signature		
1351				Date Dealer sent to Customer for Signature		
1352				Date CO to be returned to Smeal		
1353						
1354	Customer Signature			Printed Name	Joseph Vazquez	Date 2/3/2021
1355						
1356	Dealer Signature			Printed Name	Colin Williams	Date 2/2/2021
1357						
1358	Smeal Signature			Printed Name	Matthew Helberg	Date 2/2/21
1359						

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C 02/10/21 UB



810 WEST 4TH ST. - P.O. BOX 6
SWYDER, NEBRASKA 68664

smeal.com
(402) 530-2274

WE BUILD RESPECT.

CHANGE ORDER 8009EZ

Type: Order Entry Precon Prepaint Final Other

Dealership: AAA Firepro

Customer Name: Hobbs Shop Order #: S5177

City: Hobbs State/Province: NM

Change Order #: B Pricing Envelope: _____ Change Date: 2/9/21

Type of Change (Select Only One): Smeal Chassis Dealership Select One: Aerial Pumper

Change Description:

1. Delete - Radio Interface Cable, Setcom, Motorola
2. Add - Radio Interface Cable, Setcom, Harris
3. Clarification - Body striping will be changed to the following to match previous unit. Body Striping, Aerial, 2"-4", High Angle Transition
4. Clarification - 120V Receptacles will be wired to transfer switch as discussed during precon.
5. Clarification - The aerial monitor from TFT can not be painted white per the vendor. Leaving as Silver Powder Coat.

Attachments: None Attachments Enter # of pages attached. 1 Page 1 of 1
This change order is not valid until signed by all parties listed below. Original must be submitted to Smeal Fire Apparatus Co.

The CONTRACT SUM will be adjusted by this amount: \$ 0

The DELIVERY TIME will be adjusted by this amount: _____

[Signature]
Authorized Customer Signature Date 2/16/2021

[Signature]
Authorized Dealership Signature Date 2/15/2021

[Signature]
Smeal Regional Sales Director Signature Date 2/17/21
Sales Form 8009EZ Rev. 7/26/10

For Official Smeal Use Only:		
	Initials	Date
<input type="radio"/> SOE	_____	_____
<input type="radio"/> Engineering:	_____	_____
<input type="radio"/> WR:	_____	_____
<input type="radio"/> Production:	_____	_____
<input type="radio"/> Paint:	_____	_____
<input type="radio"/> Aerial Prod:	_____	_____
<input type="radio"/> Prod Adm:	_____	_____
<input type="radio"/> Chassis:	_____	_____
<input type="radio"/> Purchasing:	_____	_____
<input type="radio"/> Sales Adm:	_____	_____
<input type="radio"/> Modify FIN	<input type="radio"/> Adjust DLR Comm	
<input type="radio"/> Invoice Separately	<input type="radio"/> Accounting Only	

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270 WEST 4TH ST. MILWAUKEE
WISCONSIN 53233

smeal.com
414-221-7771

WE BUILD RESPECT.

CHANGE ORDER 8009EZ

Type: Order Entry Precon Prepaint Final Other

Dealership: AAA Firepro

Customer Name: Hobbs Shop Order #: S5177
 City: Hobbs State/Province: NM
 Change Order #: C Pricing Envelope: _____ Change Date: 3/12/21
 Type of Change (Select Only One): Smeal Chassis Dealership Select One: Aerial Pumper

Change Description:

1. Add UPOXXXXXXXX Mount Chassis Supplied Foot Switch for Q2B, On Officer's Side Floor - Left side furthest to the front of the floor. ✓
2. Add UPOXXXXXXXX Traffic Advisor, Wholen. (6) Individual Lights, WIONSMCA, Amber with Clear Lenses, Chassis Supplied and Installed TACTL5 Controller ✓

Attachments: None Attachments Enter # of pages attached. Page 1 of 1
 This change order is not valid until signed by all parties listed below. Original must be submitted to Smeal Fire Apparatus Co.

The CONTRACT SUM will be adjusted by this amount: \$ 1,359
 The DELIVERY TIME will be adjusted by this amount: _____

Authorized Customer Signature

3/12/21
 Date

Authorized Dealership Signature

3/12/21
 Date

Smeal Regional Sales Director Signature

3/12/21
 Date

Sales Form 8009C7 Rev. 7/26/10

For Official Smeal Use Only:

	Initials	Date
<input type="radio"/> SOE	_____	_____
<input type="radio"/> Engineering:	_____	_____
<input type="radio"/> WR:	_____	_____
<input type="radio"/> Production:	_____	_____
<input type="radio"/> Paint:	_____	_____
<input type="radio"/> Aerial Prod:	_____	_____
<input type="radio"/> Prod Adm:	_____	_____
<input type="radio"/> Chassis:	_____	_____
<input type="radio"/> Purchasing:	_____	_____
<input type="radio"/> Sales Adm:	_____	_____
<input type="radio"/> Modify FIN	_____	
<input type="radio"/> Adjust DLR Comm	_____	
<input type="radio"/> Invoice Separately	_____	
<input type="radio"/> Accounting Only	_____	

C08/05/21 WB



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CHANGE ORDER 8009EZ

Type: Order Entry Precon Prepaint Final Other

Dealership: AAA Firepro

Customer Name: Hobbs Shop Order #: S5177

City: Hobbs State/Province: NM

Change Order #: 1 Pricing Envelope: Change Date: 7/23/21

Type of Change (Select Only One): Smeal Chassis Dealership Select One: Aerial Pumper

Change Description:

- 1. Add Two (2) Whelen M6V2RC, no flange, replacing inboard warning lights installed by chassis.
- 2. Add Two (2) Whelen M9V2RC, Chrome Flange, replace M9 lights on chassis auxiliary side warning lights.
- 3. Clarification UPO0047071 Upper Zone C, Rotating/Warning Beacons (2), Whelen, B63M7 LED, (2), Whelen, LED, M6V2 Series (Warning/Perimeter) M6V2 to have red with clear lens.
- 4. Clarification UPO0047072 Upper Zone B/D, Warning Lights (8), Whelen, LED, M6V2 Series (Warning/Perimeter) M6V2 to have red with clear lens.
- 6. Clarification 111227 Lower Zone Warning Lights (6 OEM Provided), A (0), B (2), C (2), D (2), Whelen, LED, M6V2 Series (Warning/Perimeter) M6V2 to have red with clear lens.
- 7. Clarification UPO0047071 Upper Zone C, Rotating/Warning Beacons (2), Whelen, B63M7 LED, (2), Whelen, LED, M6V2 Series (Warning/Perimeter) - The part number for the Rotating/Warning Beacons will be B63M755.

Signed Change Order MUST be returned to Contract Administrator by _____ (Date)

If the Change Order is late to be returned, the Delivery Time will be adjusted by an equal number of days.

Attachments: None Attachments Enter # of pages attached. Page 1 of 1

This change order is not valid until signed by all parties listed below. Original must be submitted to Smeal

The CONTRACT SUM will be adjusted by this amount: \$ 1,639

The DELIVERY TIME will be adjusted by this amount: _____

Authorized Customer Signature

8/4/21 Date

Authorized Dealership Signature

8/4/21 Date

Smeal Signature

8/4/21 Date

C 08/25/21 WB



REV GROUP

ORIGINAL COPY CHANGE ORDER 8009EZ

Type: Order Entry Precon Prepaint Final Other

Dealership: AAA Firepro

Customer Name: Hobbs Shop Order #: S5177

City: Hobbs State/Province: NM

Change Order #: 2 Pricing Envelope: _____ Change Date: 8/19/21

Type of Change (Select Only One): Smeal Chassis Dealership *Select One:* Aerial Pumper

Change Description:

1. Add Warning Lights, Two (2) Whelen, LED, M6V2 Series (Warning/Perimeter) - Mounted on bumper corners.

Signed Change Order MUST be returned to Contract Administrator by 8/26/21
(Date)

If the Change Order is late to be returned, the Delivery Time will be adjusted by an equal number of days.

Attachments: None Attachments Enter # of pages attached. Page 1 of 1

This change order is not valid until signed by all parties listed below. Original must be submitted to Smeal

The CONTRACT SUM will be adjusted by this amount: \$ 1,392

The DELIVERY TIME will be adjusted by this amount: _____

[Signature]
Authorized Customer Signature

8/29/2021
Date

[Signature]
Authorized Dealership Signature

8/24/21
Date

[Signature]
Smeal Signature

8/25/21
Date



ORIGINAL COPY

C 12/20/21. WBS

CHANGE ORDER 8009EZ

Type: Order Entry Precon Prepaint Final Other

Dealership: AAA Firepro

Customer Name: Hobbs Shop Order #: S5177
 City: Hobbs State/Province: NM
 Change Order #: 3 Pricing Envelope: _____ Change Date: 12/17/21
 Type of Change (Select Only One): Smeal Chassis Dealership **Select One:** Aerial Pumper

Change Description:

1. Clarification The stabilizer cover warning lights and the platform warning lights need to all have Red LED with Clear lens.
2. Add Notch in Front Bumper Hosewell cover.
3. Add Stabilizer Compartment, Front Officer's Side, Painted Door/Line-X Interior
4. Clarification There will be rollers added to the rear of the hosebed.

9W" X 18" H X AS DEEP
AS ALLOWABLE

Signed Change Order MUST be returned to Contract Administrator by [Signature] (Date)

If the Change Order is late to be returned, the Delivery Time will be adjusted by an equal number of days.

Attachments: None Attachments _____ Enter # of pages attached. Page 1 of 1

This change order is not valid until signed by all parties listed below. Original must be submitted to Smeal

The CONTRACT SUM will be adjusted by this amount: \$ 1,085

The DELIVERY TIME will be adjusted by this amount: _____

[Signature] _____ 12/17/21
 Authorized Customer Signature Date

[Signature] _____ 12/17/21
 Authorized Dealership Signature Date

[Signature] _____ 12/17/21
 Smeal Signature Date



ORIGINAL COPY

CO1118/22 WB

CHANGE ORDER 8009EZ

Type: Order Entry Precon Prepaint Final Other

Dealership: AAA Firepro

Customer Name: Hobbs Shop Order #: S5177
 City: Hobbs State/Province: NM
 Change Order #: 4 Pricing Envelope: _____ Change Date: 1/18/21
 Type of Change (Select Only One): Smeal Chassis Dealership *Select One:* Aerial Pumper

Change Description:

1. Add - Barn Door Style Handle to the Cab Roof Compartment to assist with opening.
2. Add Stainless Steel Screws (4) to corners of the Tank Compartment

Signed Change Order MUST be returned to Contract Administrator by _____ (Date)

If the Change Order is late to be returned, the Delivery Time will be adjusted by an equal number of days.

Attachments: None Attachments _____ Enter # of pages attached. Page 1 of 1

This change order is not valid until signed by all parties listed below. Original must be submitted to Smeal.

The CONTRACT SUM will be adjusted by this amount: \$ 0

The DELIVERY TIME will be adjusted by this amount: _____

X [Signature] _____ 1/18/22
 Authorized Customer Signature Date

[Signature] _____ 1/18/22
 Authorized Dealership Signature Date

[Signature] _____ 1/18/22
 Smeal Signature Date



AAA Firepro of New Mexico, Inc.
 221 Schepps Blvd. Firefighters Serving Firefighters
 Clovis, NM 88101
 575-762-2594 phone
 575-762-1464 fax

CHANGE ORDER

SALES REPRESENTATIVE: Glen Williams

Customer Name: **HOBBS FIRE & EMS** Shop Order #: **S5177**
 City, State: **HOBBS, NM**

Change Order #: **D-1** Date: **04/19/21**

ITEM#	CHANGE DESCRIPTION
1	6 portable 700/800 Mhz M2, GR CH P25 Kenwood Radio W/Housing, Hi Viz Green, 700/800 Mhz Whip Antenna, Li-ion 3800mAh (High Capacity) Battery, P25 Conventional, P25 Phase 1 Trunking, P25 Phase 2 TDMA, GPS, Bluetooth, Speaker Mic Hi Viz Green, and 1 Rapid Rate 6-unit charger. To be included in cost of truck and provided by Professional Communications, Hobbs, NM.
2	Inspection of chassis upon completion at Spartan Motors in Charlotte, Michigan prior to delivery of chassis to Smeal in Snyder Nebraska. Up to three (3) Hobbs personnel.

PAGE 1 OF 1

This change order is not valid until signed by all parties listed below:

The CONTRACT SUM will be adjusted by this amount: \$ \$22,556

The DELIVERY TIME will be adjusted by this amount: 0-Days

Authorized Customer Signature

4/21/2021
 Date

Authorized AAA Firepro of NM, Inc. Signature

4/20/21
 Date



AAA Firepro of New Mexico, Inc.

221 Schepps Blvd, Firefighters Serving Firefighters
Clovis, NM 88101
575-762-2594 phone
575-762-1464 fax

CHANGE ORDER

SALES REPRESENTATIVE: Glet Ray Williams

Customer Name: Hobbs Fire & EMS Shop Order #: S5177
City, State: Hobbs, NM

Change Order #: D-2 Date: 06/28/21

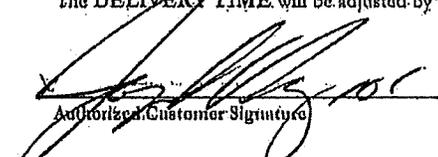
ITEM#	CHANGE DESCRIPTION
1	Argus M-TIC's Thermal Imager 320P 30HZ 3button with IGNIS ENGINE, FULL KIT, 5-5-10 "Endurances" Warranty WITH CHARGING STATION MOUNTING BRKT, AC & DC CHARGE CORDS, RETRACTABLE LANYARD, TWO 2-HOUR RECHARGEABLE BATTERIES, POCKET CLIP, AND USB COMPUTER CABLE. (THIS CAMERA MEETS NFPA 1801: 2018 COMPLIANCE STANDARDS)
2	GT Fire 4-Gas Detector, Teledyne (Formerly Scott Safety) Part Number 67F54

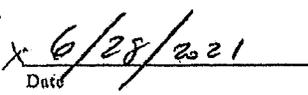
PAGE 1 OF 1

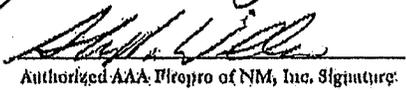
This change order is not valid until signed by all parties listed below:

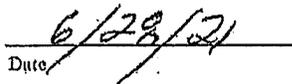
The CONTRACT SUM will be adjusted by this amount: \$7,230

The DELIVERY TIME will be adjusted by this amount: 0-Days


Authorized Customer Signature


Date


Authorized AAA Firepro of NM, Inc. Signature


Date



AAA Firepro of New Mexico, Inc.

221 Schepps Blvd.
Clovis, NM 88101
575-762-2594 phone
575-762-1464 fax

Firefighters Serving Firefighters

CHANGE ORDER

SALES REPRESENTATIVE: Glen Williams

Customer Name: HOBBS FIRE & EMS
City, State: HOBBS, NM

Shop Order #: S5711

Change Order #: D-3

Date: 01/10/22

ITEM#	CHANGE DESCRIPTION
1	Two (2) Duo Safety 585-A 10. Ft. Folding Ladder
2	One (1) Duo Safety 775-A 24 ft. Two Section Extension Ladder
3	One (1) Duo Safety 900-A 24 ft. Two Section Extension Ladder
4	TE-TS3-3902066, 20" Rescue Chainsaw, Shark 3, Vent Chainsaw, W/Husqvarna 88cc, 6.5 Hp Eng, Full Wrap Handle, Terminator carbided Tipped Chain, Ind Std. 66 reversible slotted bar, CDA-80 Depth Adj, D Pull Hndl

PAGE 1 OF 1

This change order is not valid until signed by all parties listed below:

The CONTRACT SUM will be adjusted by this amount:

\$ \$4,319

The DELIVERY TIME will be adjusted by this amount:

0-Days

[Signature]
Authorized Customer Signature

Date

[Signature]
Authorized AAA Firepro of NM, Inc. Signature

1/10/22
Date



AAA Firepro of New Mexico, Inc.
221 Schepps Blvd,
Cloyis, NM 88101
575-762-2594 phone
575-762-1464 fax

Firefighters Serving Firefighters

CHANGE ORDER

SALES REPRESENTATIVE: Glen Williams

Customer Name: HOBBS FIRE & EMS
City, State: HOBBS, NM

Shop Order #: S5177

Change Order #: D-4

Date: 01/12/22

ITEM#	CHANGE DESCRIPTION
1	Forty (40) 1004-Y Handlelok
2	Twenty (20) 1070-Y Jumblok
3	Six (6) K5020-Y Fastlok adjustmount Kit Standard
4	Two (2) K5030-Y Universal Saw Kit
5	Six (6) 1040-5 Storz Lok
6	Ten (10) 1042-1 Adapter Lok
7	Ten (10) 1042-2 Adapter Lok
8	Ten (1) 1042-D Adapter Lok
9	Five (5) K5029-1 Bolt Cutter Kit



AAA Firepro of New Mexico, Inc.
 221 Schepps Blvd. Firefighters Serving Firefighters
 Clovis, NM 88101
 575-762-2594 phone
 575-762-1464 fax

CHANGE ORDER

SALES REPRESENTATIVE: Glen Williams

Customer Name: HOBBS FIRE & EMS Shop Order #: S5177
 City, State: HOBBS, NM

Change Order #: D-4 Date: 01/12/22

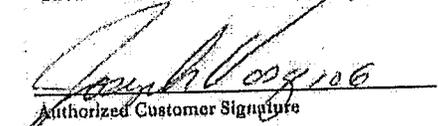
ITEM#	CHANGE DESCRIPTION
10	Five (5) K5009-Y Tool Hanger Kit
11	Four (4) K5016 Spanner/Hydrant Wrench Mount
12	Two (2) K5025-Y Vent Saw Kit
13	One (1) 7002 Traclok and Screw Kit
14	Thirty (30) 1007-3 Universal Mount
15	One (1) G301 Hobart Hose Clamp W/G3101 Running Board Bracket
16	One (1) AW079 3-Way Clappered Siamese 5" Storz x (3) 2-1/2" NH Inlet
17	
18	

PAGE 2 OF 2

This change order is not valid until signed by all parties listed below:

The CONTRACT SUM will be adjusted by this amount: \$ 8,167

The DELIVERY TIME will be adjusted by this amount: _____


 Authorized Customer Signature

1/12/2022
 Date


 Authorized AAA Firepro of NM, Inc. Signature

1/12/22
 Date



AAA Firepro of New Mexico, Inc.
 221 Schepps Blvd. Firefighters Serving Firefighters
 Clovis, NM 88101
 575-762-2594 phone
 575-762-1464 fax

CHANGE ORDER

SALES REPRESENTATIVE: Glen Williams

Customer Name: **HOBBS FIRE & EMS**
 City, State: **HOBBS, NM**

Shop Order #: **S5177**

Change Order #: **D-5**

Date: **01/13/22**

ITEM#	CHANGE DESCRIPTION
1	Two (2) (3) Red/White Pro Series Lights, (3) Six Inch Traffic Cones, (9) AA Batteries, (1) Soft Bag
2	

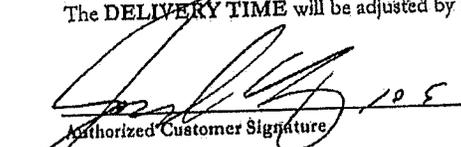
This change order is not valid until signed by all parties listed below:

The CONTRACT SUM will be adjusted by this amount:

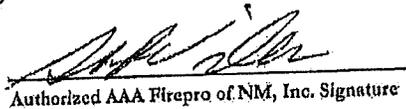
\$ **318**

The DELIVERY TIME will be adjusted by this amount:

0-Days


 Authorized Customer Signature

Date


 Authorized AAA Firepro of NM, Inc. Signature

Date **1/13/22**



AAA Firepro of New Mexico, Inc.
 221 Soltepps Blvd. Firefighter Service Firepro
 Clovis, NM 88101
 573-762-2594 phone
 573-762-1164 fax

CHANGE ORDER

SALES REPRESENTATIVE:

Glen Williams

Customer Name:
City, State:

HOBBS FIRE & EMS
HOBBS, NM

Shop Order #: **85177**

Change Order #: **D-8**

Date: **01/24/22**

ITEM#	CHANGE DESCRIPTION
-------	--------------------

- | | |
|---|--|
| 1 | Ten (10) PAC K5009 Tool Hanger Kit |
| 2 | One (1) SKU7261DD Stainless Steel Rescue Litter (Stakes) |

PAGE 1 OF 1

This change order is not valid until signed by all parties listed below:

The CONTRACT SUM will be adjusted by this amount:

\$ 1,985

The DELIVERY TIME will be adjusted by this amount:

0-Days


Authorized Customer Signature

Date 1/24/2022


Authorized AAA Firepro of NM, Inc. Signature

Date 1/24/22



DISCUSSION

The CORE is continually working on providing access and specialized programming in the GYM, TURF, Fitness, and in the water for individuals with physical and intellectual disabilities.

ADAPTIVE MEMBERSHIP | PASSES

DAY Pass		WEEK Pass		MONTH Pass		FACILITY Membership	
Res	Non-Res	Res	Non-Res	Res	Non-Res	Res	Non-Res
\$4	\$7	\$12	\$21	\$16	\$23	\$16/month; \$182/yr	\$23/month; \$262 yr

The Adaptive Membership/Pass is for residents who have a permanent disability and want to bring one assistant with them for free to the CORE. The assistant is not required to, but may also participate in all activities that the member is doing. They must however stay within a reasonable proximity to provide any assistance required to the member.

Membership Eligibility

An individual who is permanently disabled and provides one of the following pieces of documentation to the CORE can obtain an Adaptive Membership/Pass that permits the holder an assistant at no cost.

1. A statement signed by a licensed physician attesting that the applicant has a permanent physical, mental, or sensory impairment that severely limits one or more major life activities, and stating the nature of the impairment.
2. A document issued by a federal agency, such as the Veteran's Administration, which attests that the applicant has been medically determined to be eligible to receive federal benefits as a result of disability. Other acceptable federal agency documents include proof of receipt of Social Security Disability Income (SSDI) or Supplemental Security Income (SSI) due to disability.
3. A document issued by a state agency, such as the vocational rehabilitation agency, which attests that the applicant has been medically determined to be eligible to receive that agencies benefits or services as a result of medically determined permanent disability. **Showing a state motor vehicle department disability sticker, license plate, or hang tag in not acceptable documentation.**

INCLUSION

The City of Hobbs and the CORE provides the opportunity to play sports in inclusive environments as well as in our specialized programming. In accordance with the requirements of the Title II of the Americans with Disabilities Act of 1990, City of Hobbs Recreation and the CORE does not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. Accommodations will be provided upon request, free of charge. To ensure a prompt response, please submit your request at least 48 hours prior to your anticipated need.

To request an accommodation or for further information about inclusion services:

- Contact the CORE at 575-393-CORE (2673)
- Email LHenderson@hobbsnm.org to receive the Request for Accommodation form via email.
- Visit the CORE Welcome Desk to receive the Request for Accommodation form.

SPECIALIZED PROGRAMMING

Adaptive Avengers

Adaptive Avengers is a recreational physical education class for children and adults with special needs. Classes are taught by trained instructors and take place twice a week on a monthly basis. For more information, contact Coach Tharon Drake at 719-310-0023.

If you are interested in participating, are looking for a career in adaptive programming, or have an adaptive activity you would like to see at the CORE, contact the CORE Facility Director, Lyndsey Henderson, at 575-391-6910 or LHenderson@hobbsnm.org.

ADAPTIVE REC



Resident: Anyone who lives in Lea County, NM	DAY Pass		WEEK Pass		FACILITY Membership (Land/Water Classes Not Included)	
	Res	Non-Res	Res	Non-Res	Res	Non-Res
Adult (18-61)	\$7	\$10	\$20	\$30	\$28/month; \$320/yr	\$40/month; \$456/yr
Adult Couple (18-61, each)	n/a	n/a	n/a	n/a	\$50/month; \$570/yr	\$72/month; \$820/yr
Youth (1-12)	\$4	\$7	\$12	\$21	\$16/month; \$182/yr	\$23/month; \$262/yr
Youth under 1 year	FREE	FREE	FREE	FREE	FREE	FREE
Teen (13-17)	\$5	\$8	\$15	\$24	\$20/month; \$228/yr	\$29/month; \$330/yr
Student/Public Safety (18+)*	\$5	\$8	\$15	\$24	\$20/month; \$228/yr	\$29/month; \$330/yr
Senior (62+)	\$4	\$7	\$12	\$21	\$16/month; \$182/yr	\$23/month; \$262/yr
Senior Couple (62+, each)	n/a	n/a	n/a	n/a	\$29/month; \$330/yr	\$41/month; \$467/yr
Single Family (max 6 members)	n/a	n/a	n/a	n/a	\$45/month; \$513/yr	\$70/month; \$798/yr
Family (max 6 members)	n/a	n/a	n/a	n/a	\$55/month; \$627/yr	\$80/month; \$912/yr
Family Plus (6 plus members)	n/a	n/a	n/a	n/a	Additional \$10 per family member above Family Rate	Additional \$10 per family member above Family Rate
Kid Watch (6 months-6yrs)	\$5 drop-in	\$7 drop-in	\$5 drop-in	\$7 drop-in	Included	Included
Kid Fit (7-12)	\$3 drop-in	\$5 drop-in	\$3 drop-in	\$5 drop-in	Included	Included
Matinee (Adults & Seniors Only) Weekdays 10am - 3pm	n/a	n/a	n/a	n/a	\$14/month; \$160/yr	\$20/month; \$228/yr

* Public Safety Personnel includes Police, Fire, EMT, Border Patrol & Military (Active & Veterans)

Resident Rate = All Lea County residents

Only interested in Programs?
Pay a yearly fee for access to register for any program offered at the CORE.

PROGRAMS	
Res	Non-Res
\$25/year (waived for group swim lessons for youth)	\$36/year (waived for group swim lessons for youth)



Golfers' Choice 2022: Best golf courses in New Mexico



5 [New Mexico State University Golf Course](#)

Las Cruces

4 [Angel Fire Resort Country Club](#)

Angel Fire

3 [Paa-Ko Ridge Golf Club](#)

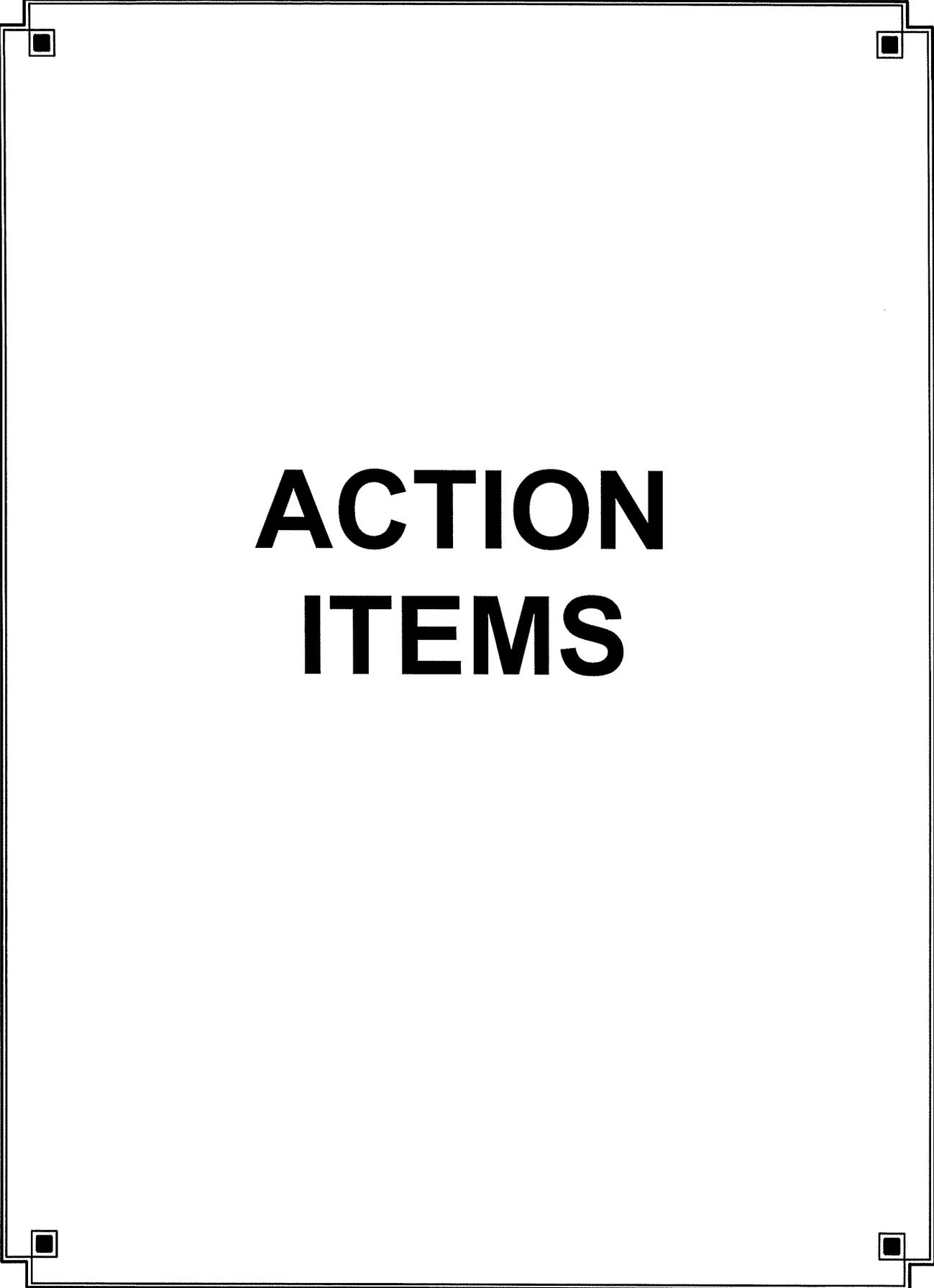
Sandia Park

2 [Cochiti Golf Club](#)

Cochiti Lake

1 [Rockwind Community Links](#)

Hobbs



ACTION ITEMS



Hobbs City Commission

IN RE BRYAN'S GREEN CARE,
Applicant for Municipal Water Service.

Appeal No. 2021- 001

NOTICE OF APPEAL HEARING

An appeal hearing in this matter is set before the City of Hobbs Utilities Board as follows:

Date of Hearing: Monday, February 7, 2022

Time of Hearing: 6:00 p.m.

Length of Hearing: 1 hour

Place of Hearing: City Commission Chamber, City Hall, 200 East Broadway, Hobbs, NM

Matter to be Heard: Appeal of denial of application and cultivation plan submitted by Bryan's Green Care to the City of Hobbs Utilities Board

NOTICE: ALL WITNESSES MUST BE PRESENT TO TESTIFY AT THE TIME AND PLACE OUTLINED IN THIS NOTICE. FURTHER, ALL EVIDENCE MUST BE MARKED AND READY TO PRESENT AT THE TIME AND PLACE OUTLINED IN THIS NOTICE.

SAM D. COBB, MAYOR

A blue ink signature of Sam D. Cobb, Mayor, written over a horizontal line.

Notice mailed or delivered on the date of filing to parties listed below:

Via Email February 3, 2022
Bryan's Green Care
c/o Victoria Bruce
1308 W. Broadway
Hobbs, NM 88240
vickibruce@bryansgreencare.com
Petitioner/Applicant

Via Email February 3, 2022
Valerie S. Chacon
Deputy City Attorney
City Attorney's Office
200 E. Broadway
Hobbs, NM 88240
vchacon@hobbsnm.org
Respondent

**CITY OF HOBBS UTILITIES BOARD
APPEAL HEARING BEFORE THE UTILITIES BOARD**

In re:

**Bryan's Green Care
APPEAL OF UTILITIES
DIRECTOR'S DECISION**

January 12, 2022

DECISION OF UTILITIES BOARD

THIS MATTER comes before the Utilities Board on an appeal of the Utilities Director's decision to deny, Bryan's Green Care ("Cannabis Establishment") request to connect to City of Hobbs water services, pursuant to Chapter 5.06 of the Hobbs Municipal Code. Pursuant to Hobbs Municipal Code 5.06.110 (C) Appeal Process and Considerations, the appeals hearing was heard by the Utilities Board on January 6, 2022 at 4:00 p.m. The City of Hobbs was represented by Deputy City Attorney, Valerie S. Chacon and Assistant City Attorney, Rocio A. Ocano and Bryan's Green Care was represented by Victoria Bruce. Bryan's Green Care did not provide witnesses to testify in the matter. At the conclusion of the hearing, the Utilities Board finds as follows:

FINDINGS OF FACT

1. On October 12, 2021, Victoria Bruce on behalf of Bryan's Green Care submitted a request to the Utilities Director to connect to the City of Hobbs water service. Along with the request, Bryan's Green Care submitted the cultivation plan, water usage plan with conversation methods.
2. On November 8, 2021, the Utilities Director, Tim Woomer denied Bryan's Green Care's request to connect to the City of Hobbs water service. The denial was issued due to no access to a 10 inch water line pursuant to Hobbs Municipal Code

- 5.06.110(A), no renewable energy measures pursuant to Hobbs Municipal Code
- 5.06.110 (A)(4), no cannabis waste procedures pursuant to Hobbs Municipal Code
- 5.06.110 (H)
3. On December 13, 2021, the Utilities Director's decision was subsequently appealed by Bryan's Green Care. Along with the appeal, Bryan's Green Care submitted a neighboring water line letter and formal letter requesting said submission.
 4. The appeals hearing was heard on Thursday, January 6, 2021 at 4 p.m. in the City Commission Chambers at City Hall, 200 E. Broadway in Hobbs New Mexico.
 5. The decision of the Utilities Board to UPHOLD the decision of the Utilities Director's decision was conducted in an open meeting.

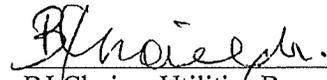
LEGAL CONCLUSION

6. Bryan's Green Care did not meet the evidentiary standard to overturn the Utilities Director's decision pursuant to Hobbs Municipal Code 5.06.110.
7. Bryan's Green Care did not meet the requirement under Hobbs Municipal Code 5.06.110 (C)(1)(b) for a Variance from the water line requirement. The producer failed to provide the Utilities Board a written opinion of a New Mexico licensed certified professional engineer of record providing that the producer's intended water use would not limit or significantly impact the water services to neighboring properties was not provided to the Utilities Board.
8. Bryan's Green Care did not meet the requirement under Hobbs Municipal Code 5.06.110 (C)(2)(b) of the adequacy of Producer's Cultivation Plan. The producer failed to provide the Utilities Board a written opinion of a New Mexico licensed

certified professional engineer of record providing that the producer's intended cultivation practices would not limit or significantly impact the water services to neighboring properties was not provided to the Utilities Board.

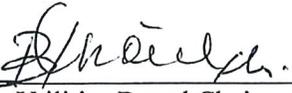
IT IS ORDERED that the Utilities Director's decision to deny Bryan's Green Care request to connect to the City of Hobbs water service be and is hereby UPHELD.

SO ORDERED,


BJ Choice, Utilities Board Chair

UTILITIES BOARD

1-13-22
DATE

UPHOLD: 
BJ Choice, Utilities Board Chair

1-13-2022
DATE

UPHOLD: 
Debra Hicks, Utilities Board Vice Chair

1-12-22
DATE

UPHOLD: 
Joshua Grassham, Utilities Board Secretary

1-13-22
DATE

UPHOLD: 
Kerry Romine, Utilities Board Member

1-13-22
DATE

UPHOLD: 
Byron Marshall, Utilities Board Member



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 7, 2022

SUBJECT: Condemnation Recommendation on Certain Properties
DEPT. OF ORIGIN: Hobbs Police Department - Community Services Division
DATE SUBMITTED: January 28, 2022
SUBMITTED BY: Jessica Silva, Code Enforcement Officer and Valerie S. Chacon, Deputy City Attorney

Summary:
In its continuing promotion of safety and clean-up efforts within city limits, the Hobbs Police Department-Community Services Division has identified two properties which present health, life and safety hazards, which warrant remediation. The properties are in dire need of repair. The properties are located at 220 S. Avenue C, and 1229 S. Hannah are ruined, damaged and dilapidated and a menace to the public comfort, health and safety. Attachment A contains the information for the properties.

Fiscal Impact: Reviewed By: [Signature] Finance Department

The demolition and clean-up of these properties will cost approximately \$31,830.13. 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 property contained in Attachment "A".
3. Attachment "A"

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

Recommendation:
The City Commission approve the adoption of the Resolution determining 220 S. Avenue C, and 1229 S. Hannah as ruined, damaged and dilapidated and a menace to public health and safety, which require remediation.

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. 7158

A RESOLUTION DETERMINING THAT CERTAIN PROPERTIES THAT ARE RUINED, DAMAGED AND DILAPIDATED, ARE A MENACE TO PUBLIC COMFORT, HEALTH AND SAFETY AND REQUIRE 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 structure 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; 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 7th day of February, 2022

SAM D. COBB, Mayor

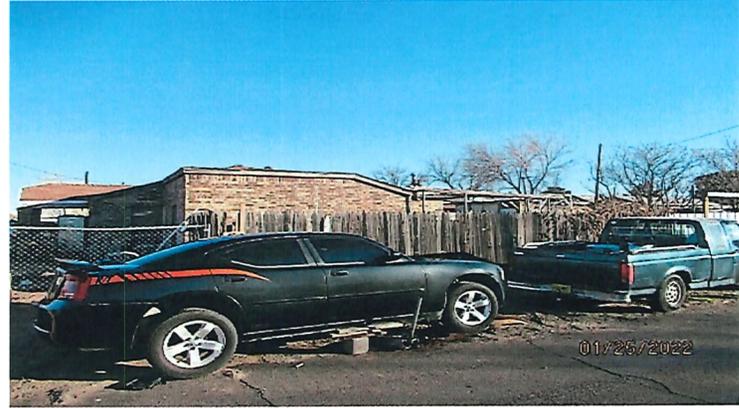
ATTEST:

JAN FLETCHER, City Clerk

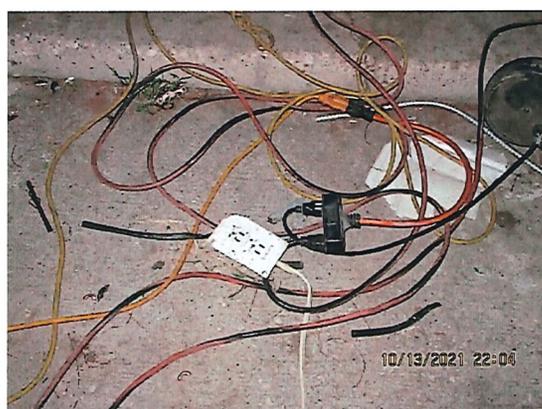
Attachment A

	Address	Owner	Owner's Address	Estimated Cost of Demolition
1	<p>220 S. Ave C Hobbs, Lea County, NM</p> <p>*Lots One (1), Block Seventeen (17), All Hobbs Addition to the City of Hobbs, Lea County, New Mexico are referenced on that certain Plat filed August 2,1957.</p>	Gutberto Burciaga	407 W. Shipp Hobbs, NM, 88240	\$17,090.00
2	<p>1229 S. Hannah Hobbs, Lea County, NM</p> <p>*Lot Six (6) of the G&H Subdivision to the City of Hobbs, Lea County, New Mexico, as referenced on that certain Plat filed October 31, 2019</p> <p>*Only condemning the structure known as 1229 S. Hannah on the parcel.</p>	Glen R. Payne & Heather I. Payne	13 Burgess Hobbs, NM, 88240	\$14,740.13

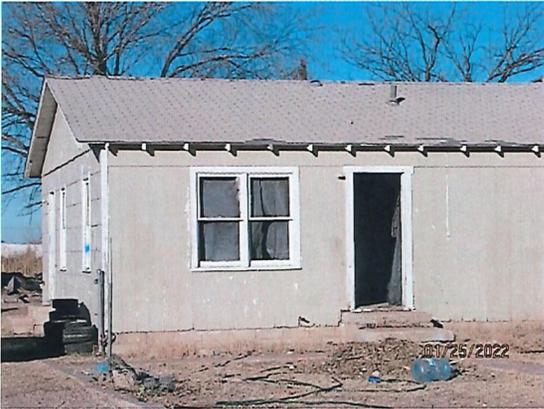
220 S. Ave C



220 S. Ave C (Cont.)



1229 S. Hannah



1229 S. Hannah (Cont.)





CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 8th, 2022

SUBJECT: CES CONTRACT WITH SMA FOR PROFESSIONAL DESIGN SERVICES ON A CDBG PROJECT IN SE HOBBS, NM.

DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: 1-25-2022
SUBMITTED BY: Todd Randall, City Engineer

Summary:

- Attached is a cost proposal for final Professional Design service of the awarded CDBG Project (Midwest from Dal Paso to 8th St.).
SMA provided preliminary Design Services for Certified Cost Estimates of E. Midwest St. and CDBG Application.
(4) Public Hearings were held for the selection of the proposed CDBG Project Application
City of Hobbs Engineering Staff will assist in the design and certified cost estimates based on historical cost estimates and bids.
SMA (Souder Miller Associates) has local / specialized knowledge of the project area. The design services are needed to augment Engineering Dept staff for the preliminary design and meet Grant submission requirements.

Fiscal Impact:

Reviewed By: Finance

Budget Line: 37-4037-44901-00232
Budget Amount: \$150,000
Available: \$69,960.23
SMA Contract: \$30,117.55 (includes GRT)

Attachments:

SMA Cost Proposal

Legal Review:

Approved As To Form: City Attorney

Recommendation:

Consideration and approval to enter into a contract with SMA. (CES No. # 19-01B-C208-ALL)

Approved For Submittal By:

Department Director

City Manager

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

Resolution No.
Ordinance No.
Approved
Other

Continued To:
Referred To:
File No.
Denied



December 7, 2021

7C30446

Mr. Todd Randall
City Engineer
City of Hobbs, NM
200 E. Broadway
Hobbs, NM 88240
trandall@hobbsnm.org
(575) 397-9237

RE: HOBBS MIDWEST ST. CDBG 2021 FINAL PLANS - CES PROPOSAL

Dear Mr. Randall:

Souder, Miller and Associates (SMA) is pleased to submit the attached "Exhibit A" Scope of Services for the Hobbs Midwest St. CDBG 2021 Final Plan and EOPCC work using the CES process as you requested.

The scope of work attached contains the description of the Final Plan Design and EOPCC services to be provided to you by SMA for use with the Midwest CDBG Project construction process. These Final Plans services proposed to be provided on a lump sum basis along with a Contingency T&M line item with a \$4,000 NTE amount, as shown in the attached Exhibit.

This contract for this work will be through the Cooperative Educational Services (CES) process and will comply with all terms and conditions of CES. This work will be performed under CES agreement # 19-01B-C208-ALL and the Professional Fee Schedule attached for use with this work reflects the 3% discount for CES projects.

The SMA CES agreement has an expiration date of October 25, 2022. It is our understanding that work may be able to be performed under an extension of this agreement as long as it is executed prior to that expiration date.

If this proposal is satisfactory, please use the online CES portal to set up the project and submit the SMA proposal. You would also need to create the purchase order to SMA for this work and send it to CES to obtain CES approval of the PO prior to sending it to SMA.

This proposal offer may be withdrawn, at the option of SMA, if it has not been accepted within 30 days of its date of issue. If you have any questions or comments concerning this proposal, please feel free to call me.

Sincerely,

Miller Engineers, Inc. d/b/a
Souder, Miller & Associates

Russell Doss, P.E.
Senior Engineer II
russell.doss@soudermiller.com

Date: 2021.12.08
11:13:24-07'00'

Matt Nighbert, P.E.
Transportation Technical Sector Director
matthew.nighbert@soudermiller.com

Enc: SMA Scope of Services

Scope of Services

Project Description

Souder, Miller & Associates (SMA) prepared this Scope of Services to provide 60% and 90% (Final Design) and Plans, specifications and estimate (PS&E – 100%) and EOPCC Staff Augmentation Services to the City of Hobbs, NM (Owner) for the 2021 Midwest Area CDBG Project. Final signature by a licensed, registered (NM) professional engineer, will be by City of Hobbs staff. Project limits for final design will begin at Dal Paso Street and Midwest Street intersection and extend east approximately 0.61 miles to the end of Midwest Street just east of 9th Street. The project boundary is the south edge of Main Street on the north, and the alley south of Midwest Street on the south. The project is proposed to include approximately 800 linear feet of new 8-inch sewer line installation, including appurtenances; installation of approximately 25 replacement or new sewer laterals and replacement of approximately 13 manhole rings on the existing sewer line under roadway in the project area; and new construction of approximately 1.25 miles of residential roadway including new sloped curb and gutter, with 5' wide ADA sidewalk, driveway connections, and ADA corner ramp installation; and minor drainage improvements associated with existing storm sewer inlet upgrades and revisions, as needed. SMA proposes to complete the following scope of work.

Additional surveying and existing sewer line potholing may be needed prior to completion of the Final Project Plans. If any of these additional items are needed, a Contingency Time and Materials amount is included in the compensation section below. The final plan set will be prepared in accordance with Owner specifications, details, and format for recent similar projects. The intent is to assist the Owner with final plans preparation which the Owner can utilize to complete design and plans.

Project Management

1. **Project Management Plan (PMP) Preparation:** SMA will prepare a PMP to outline and document the following to ensure the entire project team has information necessary for a successful project:
 - a. Project team roles and responsibilities
 - b. SMA role in the project
 - c. Subconsultants for the project
 - d. Critical issues for the project
 - e. Project scope, budget and schedule including identification of critical path items
 - f. Change management and mitigation
 - g. QA/QC Plan
 - h. Risk identification and safety plan

The PMP is intended to be a living document and the PM will update the PMP throughout the project as necessary.

2. **Kick-off Meeting:** SMA will hold an internal kick-off meeting to review the PMP with all of the project team members.

Exhibit A

Final Design Augmentation Services

Scope of Services

3. **Ongoing Project Management:** SMA will set up project budget and files, keep project records, update PMP as necessary, and prepare monthly invoices as outlined in the contract. The fee for these monthly project management tasks is based on an overall project duration of four (4) months.

Final Design Phase Services

SMA will prepare final roadway construction plans to approximately 30%, 60%, 90% and 100% complete. SMA will submit PDF copies of plans in accordance with Owner specifications, details, and format for recent similar projects. The Roadway Plans will be developed using New Mexico Department of Transportation (NMDOT) 2019 Specifications for Highway and Bridge Construction as modified by Owner supplied Special Provisions, Supplemental Specifications and Standard Details. SMA will also use NMDOT Bid Items List for roadway construction items.

Final Plans will include:

- Cover Sheet/Vicinity Map
- General Construction Notes
- Summary of Quantities
- Typical Sections
- Miscellaneous Details
- Miscellaneous Quantities
- Roadway Plan and Profiles (8 sheets anticipated)
- Sanitary Sewer Line Plan and Profiles
- Storm Drain Plan and Profiles (If required)
- Existing Turnout Layouts and Profiles
- ADA Improvements
- Permanent Signing and Striping
- Engineer's Opinion of Probable Construction Cost (EOPCC)

The following are details regarding additional efforts described for completion of the Final Design Phase Services.

1. **Property/Right-of-Way Research:** As directed by the Owner, SMA will research the Lea County Emaps parcel information to determine the apparent Right-of-Way for the project. SMA has not included a title search or warranty deed/easement research in this scope of services.
2. **Utility Coordination:** SMA has not included physical utility location (potholing) nor associated mapping in this scope of services. SMA shall not be held responsible for costs (typically change order costs) associated with utilities that are not marked despite SMA's efforts to obtain the existing utility information.
3. **Topographical Information:** SMA will use the LIDAR data (with 0.25' contours) and existing record information provided by the Client to assess drainage concerns and prepare final plans for reconstructed roadways, new roadways, and sewer lines to be constructed. Roadways will be designed with new 30" mountable curb and gutter (city detail) and 5' wide (6" thick) sidewalks in all locations. For this reason, locations of existing driveways will not be required. Existing asphalt or concrete driveway connections will be identified in the field for cost estimating purposes. The

Exhibit A
Final Design Augmentation Services
Scope of Services

final plans will identify the approximate locations of property boundaries and right-of-ways based on occupation lines and Emaps information but will not include a boundary survey of these properties. Utility markings from the 811 design locate for applicable areas will be shown on the final plans.

4. **Geotechnical Investigation:** For these final plans, no Geotechnical Investigation will be performed. As directed the proposed roadway areas will be designed with a 6" New Crushed Caliche Base Course and 2" HMA surface with notes to show subgrade material must meet specifications. Existing roadway surfaces will be pulverized, and this material will be used as subgrade. Notes will be added in the final plans to require subgrade testing beneath new concrete installations or asphalt roadways to verify subgrade compaction specifications are met during the construction process.
5. **Design of Sewer Line Profile:** SMA will coordinate with the Owner to prepare the final design of the plan and profile for the sewer lines.
6. **Design Sewer Line Connections:** SMA will coordinate with the Owner to prepare the final design of the connections to the proposed sewer line(s) and replacement of existing sewer lateral lines under the proposed roadway improvement areas. SMA will coordinate with the Owner for the design the connections to the existing system and associated lateral connections. Plan and profiles for the service lines will not be included in the plans because this work is covered in the standard details, and the location of the service lines will be field coordinated by the construction observer during construction.
7. **Engineer's Opinion of Probable Construction Cost (EOPCC):** Once the final design of the project is complete, SMA will estimate the quantities for all proposed items and will prepare unit cost price estimates for each item based on local industry resources.
8. **Design Review with Owner:** SMA will conduct a meeting with the Owner's representative to review the Final design. **SMA will submit an electronic copy of the final construction plans and the EOPCC via an emailed PDF.**

Schedule

SMA proposes to complete the above scope of services according to the following schedule.

<u>Task</u>	<u>Duration</u>
Submittal of 30% Design Plans	25 working days from the receipt of approved CES PO from Owner
Submittal of 60% Design Plans	20 working days from receipt of Owner Comments on 30% submittal
Submittal of 90% Design Plans	20 working days from receipt of Owner Comments on 60% submittal
Submittal of Final Plans/EOPCC	20 working days from receipt of Owner Comments on 90% submittal

Compensation

The budgets shown below exclude New Mexico Gross Receipts Tax (NMGR). NMGR will be added to each invoice based on the current rate at the time of billing. The budget for the Final Design Phase Tasks shown will be billed on a lump sum basis; therefore, the invoices will not include an itemized breakdown of charges. Invoices will be issued monthly reflecting the percentage of each lump sum task completed to date. The budget for Contingency Tasks will be billed on a T&M Reimbursement basis, subject to the Not to Exceed Amount listed. The T&M Reimbursement task invoices will include an itemized breakdown of charges. Invoices will be issued monthly reflecting the percentage of each lump sum task completed to date.

<u>Lump Sum Task</u>	<u>Cost</u>
Final Design Phase Services/EOPCC	\$ 24,196.65
<u>T&M Reimbursement Task</u>	<u>NTE Amount</u>
Contingency Work	\$4,000
Maximum Project Amount	\$ 28,196.65
NMGR (6.8125%)	\$ 1,920.90
Total Project PO Amount	\$ 30,117.55

The applicable NMGR will be added to all invoices at the current rates during the contract period. Invoicing will be performed on a monthly basis.

Assumptions

SMA made the following assumptions to develop the fee for the above scope of services:

1. SMA assumes that there is no contamination on the project site. Environmental contamination mitigation is the responsibility of the Owner.
2. SMA assumes that the existing topographic and property data provided by the City is adequate for use for the Design Phase services. The Owner will address field site conditions and survey accuracy.
3. SMA assumes that the Owner will provide operations staff to open or otherwise provide access to the existing facilities that need to be surveyed.
4. SMA assumes that there will not be any environmental clearances required for this work. An Individual Section 404 permit will not be required, and no biological or hazardous materials issues are anticipated. If additional environmental clearance work will be required, SMA will negotiate a fee for the additional work if required.
5. SMA assumes that there are no geotechnical conditions that will require special design considerations (corrosive soils, shallow groundwater, rock excavation). No geotechnical work is requested by the Owner for this work.
6. SMA assumes that the Owner knows the location of existing utilities and can mark the locations within allowable 811 tolerances (typically within 18 inches).
7. SMA assumes that the proposed improvements will have adequate space within the specified corridor to be installed.
8. SMA did not include bidding or construction observation or construction phase services in this scope of services as they were not requested by the Owner.

Exhibit A
 Final Design Augmentation Services
 Scope of Services

SMA Project # 7C30446 Hobbs CBDG Midwest Street Improvements TBD (CDBG No. XX-X-XX-X-X-XX) Hobbs Todd Randall 12/07/21						
DERIVATION OF LUMP SUM COST PROPOSAL						
ESTIMATED DIRECT LABOR						
Classification	60% Estimated Man-Hours	90% Estimated Man-Hours	100% Estimated Man-Hours	<i>Project Total</i> <i>Estimated</i> <i>Man-Hours</i>	CES HOURLY Rate	Labor Costs
Project Principal			2	2	\$223.10	\$446.20
QA/QC Reviewer	8	8	10	26	\$160.05	\$4,161.30
Project Manager	19	18	15	52	\$116.40	\$6,052.80
Engineering Tech	17	13	7	37	\$67.90	\$2,512.30
Engineering Tech	11	7	5	23	\$106.70	\$2,454.10
PFA	6	6	6	18	\$87.30	\$1,571.40
Lead CAD	26	21	12	59	\$92.15	\$5,436.85
Intern	11	7	5	23	\$67.90	\$1,561.70
<i>Total Estimated Labor</i>	98	80	62	240		\$24,196.65
TOTAL OF LUMP SUM COSTS EXCLUDING GRT						\$24,196.65

Costs for Contingency work performed if requested by the City of Hobbs will be charged on a Time and Materials reimbursement basis based on the CES Professional Fee Schedule shown on the following page. As noted in the Compensation section, contingency work will have a Not To Exceed limit of \$4,000.

CES PROFESSIONAL FEE SCHEDULE - EFFECTIVE JANUARY 2021

PROFESSIONAL SERVICES

Professional Staff

Principal	\$ 223.10	per hour
Senior Manager III	\$ 213.40	per hour
Senior Manager II	\$ 194.00	per hour
Senior Manager I	\$ 184.30	per hour
Senior Engineer/Scientist/Surveyor III	\$ 174.60	per hour
Senior Engineer/Scientist/Surveyor II	\$ 160.05	per hour
Senior Engineer/Scientist/Surveyor I	\$ 145.50	per hour
Project Engineer/Scientist/Surveyor III	\$ 135.80	per hour
Project Engineer/Scientist/Surveyor II	\$ 126.10	per hour
Project Engineer/Scientist/Surveyor I	\$ 116.40	per hour
Staff EIT/Scientist/LSIT III	\$ 116.40	per hour
Staff EIT/Scientist/LSIT II	\$ 106.70	per hour
Staff EIT/Scientist/LSIT I	\$ 97.00	per hour

Technical Staff

Engineering/Design/Survey/Field Tech VIII	\$ 160.05	per hour
Engineering/Design/Survey/Field Tech VII	\$ 140.65	per hour
Engineering/Design/Survey/Field Tech VI	\$ 121.25	per hour
Engineering/Design/Survey/Field Tech V	\$ 106.70	per hour
Engineering/Design/Survey/Field Tech IV	\$ 92.15	per hour
Engineering/Design/Survey/Field Tech III	\$ 77.60	per hour
Engineering/Design/Survey/Field Tech II	\$ 67.90	per hour
Engineering/Design/Survey/Field Tech I	\$ 58.20	per hour
Technical Intern II	\$ 58.20	per hour
Technical Intern I	\$ 48.50	per hour
Construction Observer IV	\$ 106.70	per hour
Construction Observer III	\$ 87.30	per hour
Construction Observer II	\$ 72.75	per hour
Construction Observer I	\$ 58.20	per hour

Support Staff

Project Financial/Manager Assistant II	\$ 87.30	per hour
Project Financial/Manager Assistant I	\$ 67.90	per hour
Administrative Assistant IV	\$ 106.70	per hour
Administrative Assistant III	\$ 87.30	per hour
Administrative Assistant II	\$ 67.90	per hour
Administrative Assistant I	\$ 48.50	per hour

EXPENSES

All project-related expenses will be billed at rates determined with respect to current market pricing; *a complete list of expense rates is available upon request.*

OTHER SERVICES

Telephone/facsimile/postage @ actual cost
Mileage @ \$0.56 per mile (or current IRS rate)
Per diem \$151.00 per day (or max per-diem rate per USGSA)
Other travel (car rental, air, etc.) @ actual cost

SUBCONTRACTED SERVICES

Subconsultants, analytical laboratories, drilling services & general subcontractors @ cost+10%

Applicable tax applies to all billable hours, expenses and other charges for which such tax has not previously been paid. Overtime will be charged at a rate of 1.5x on time & materials contracts with prior written acknowledgement of the client for services in excess of 8 hours in a day, on weekends or holidays. A 1.5% interest charge per month will be applied to all invoices not paid within 30 days.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 7, 2022

SUBJECT: RESOLUTION TO APPROVE AN AFFORDABLE HOUSING DEVELOPMENT AGREEMENT WITH YES HOUSING, INC. FOR AN AFFORDABLE HOUSING COMPLEX LOCATED NORTHEAST OF THE INTERSECTION OF BERRY STREET AND GRIMES.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: January 31, 2022
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: Yes Housing, Inc. has received an allocation of Low-Income Housing Tax Credits from the New Mexico Mortgage Finance Authority to finance the development of a 56 unit affordable multi-family housing complex, to be named "West Berry Senior Apartments". The Developer was also allocated a Local Contribution of \$1,425,000.00 in financial assistance per Resolution #7005 passed by the Commission on November 16, 2020. The Resolution attached hereto approves the Development Agreement between the City of Hobbs and Yes Housing, Inc., guiding the development of the complex. The Development agreement allows for the creation and execution of restrictive covenants upon the real property to assure the units produced shall remain affordable units for a period of 35 years. Additionally, the Development Agreement contains a Zero Interest promissory note securing the Local Contribution allowing the entirety of the principal to be forgiven at the end of the 35 year term providing that all affordability requirements have been met during the term. Disbursement of the Loan Proceeds shall be \$570,000 dollars to the Developer when the project is "dried-in" and the remaining \$855,000 dollars shall be made available after the Developer has obtained Certificates of Occupancy for the development.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The City encumbered a budgetary expense of \$1,425,000.00 in fund 01-0100-44901-00169 in budget year 2022. Resolution #7005 was approved on November 16, 2020.

Attachments: Resolution, Development Agreement with Exhibits.

Legal Review:

Efren A. Cortez
Approved As To Form: Cortez
City Attorney

Recommendation:

Staff recommends consideration of the Resolution to approve the Development Agreement.

Approved For Submittal By:

[Signature of Kevin Robinson]

Department Director

[Signature of City Manager]

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. 7159

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN YES HOUSING, INC. AND THE CITY OF HOBBS CONCERNING THE DEVELOPMENT OF AN AFFORDABLE HOUSING COMPLEX, BERRY STREET SENIOR APARTMENTS, UPON PROPERTY LOCATED NORTHEAST OF THE INTERSECTION OF BERRY STREET AND GRIMES.

WHEREAS, the City amended Municipal Code Chapter 3.14 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 Resolution # 7005 adopted on November 16, 2020, appropriating \$1,425,000 to the Developers project; and

WHEREAS, the Development includes a mixed income, affordable rental project, located within the corporate limits of the City; and

WHEREAS, the Developer has received an allocation of Low-Income Housing Tax Credits from the New Mexico Mortgage Finance Authority 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 (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.

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 for the Affordable Multi-Family Housing Project, and the Mayor is hereby authorized to sign the same and all attachments thereto, a copy of which is attached hereto as Exhibit "1" and made a part of this Resolution.

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 7th day of February, 2022

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

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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Exhibit G Development Schedule		
Exhibit H Request for City Loan Disbursement		

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 waiver 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

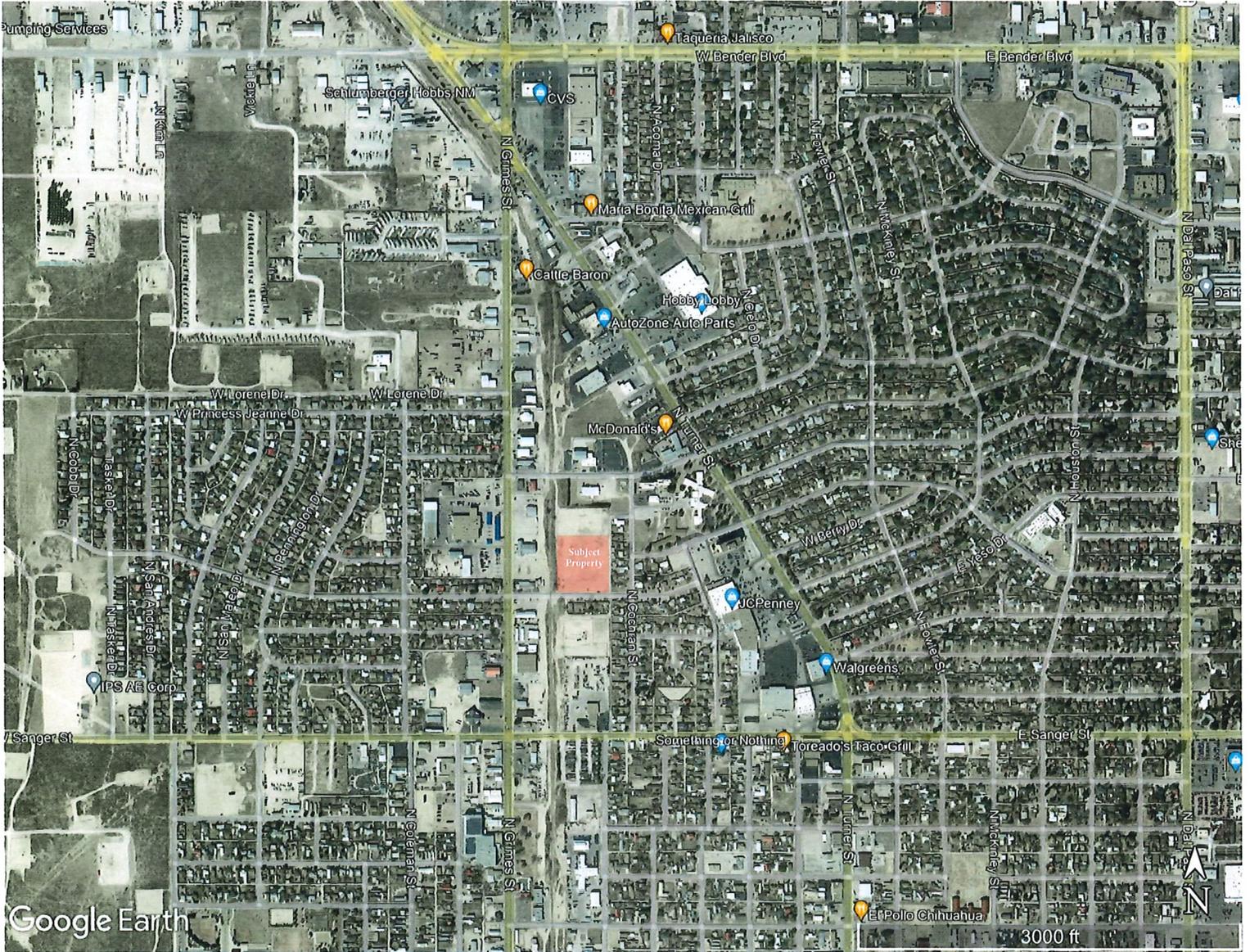
A tract of land located in the Southwest Quarter of Section 27, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico, and being more particularly described as follows:

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



Google Earth

3000 ft

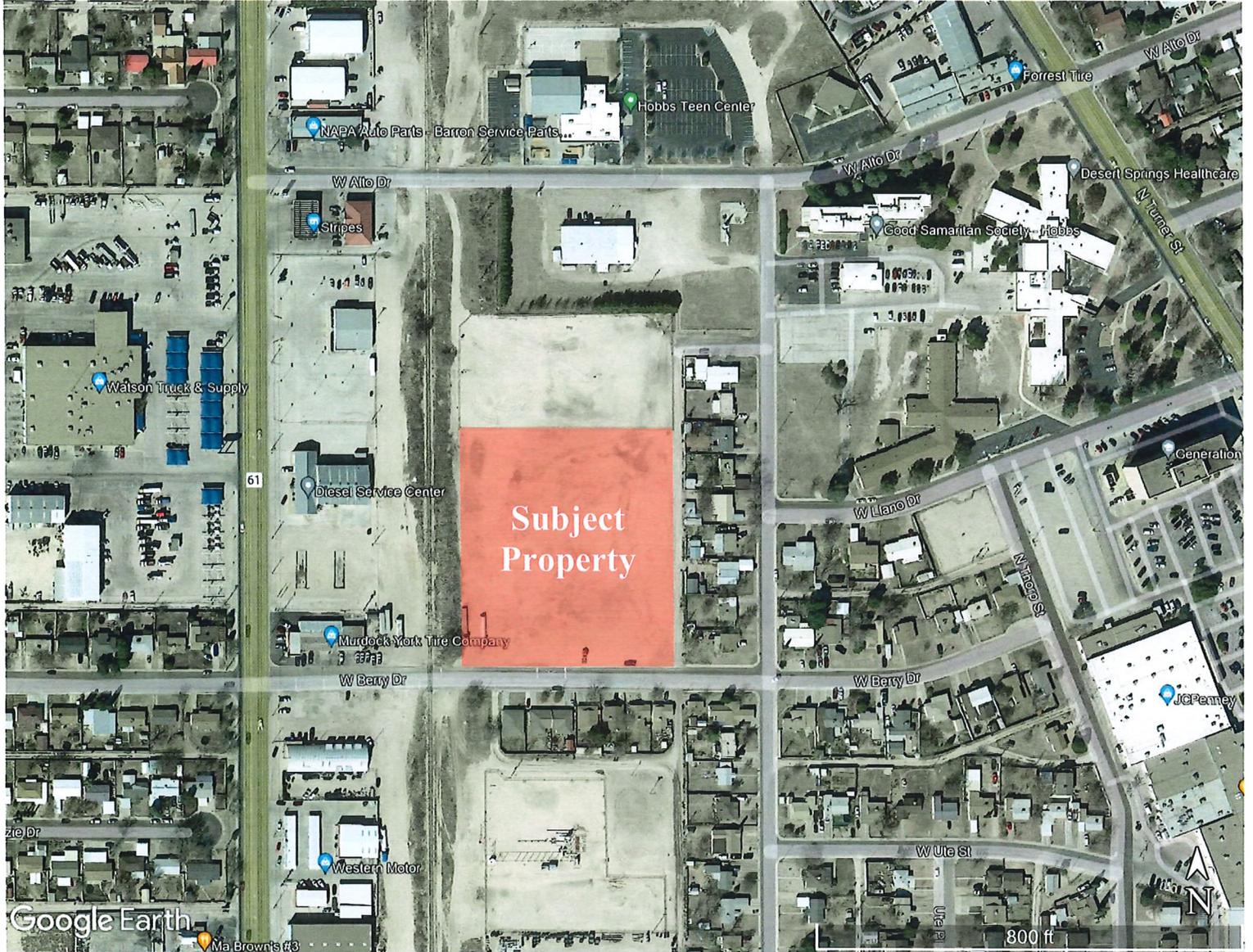


Exhibit B

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.

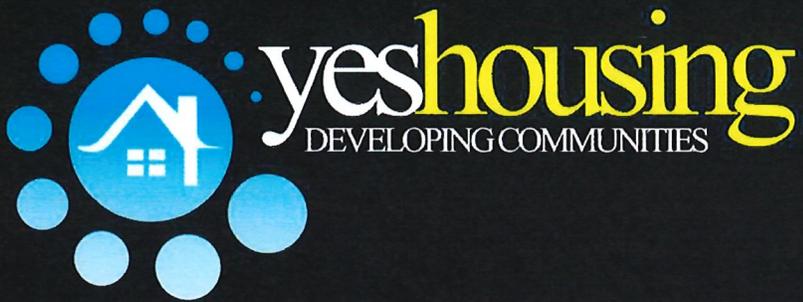
Developer: YES Housing, Inc.
901 Pennsylvania St. NE
Albuquerque, NM, 87102

YES Housing, Inc. a New Mexico Corporation

By: _____

(printed name) _____

Manager and Member



West Berry Apartments Hobbs, NM





West Berry Apartments

Total Homes: 56 apartments for age 55+

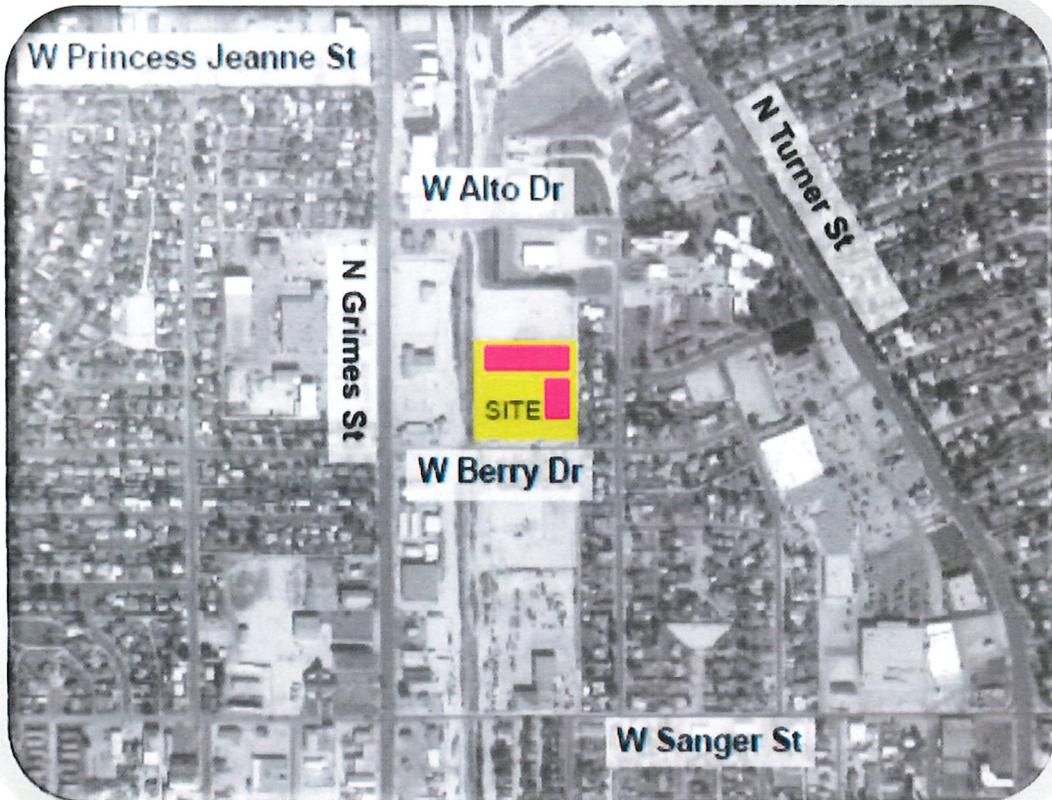
Rents:	657 SF	1,041 SF
	1-Bedroom	2-Bedroom
50% AMI	\$578	\$693
60% AMI	<u>\$693</u>	<u>\$832</u>
	44 units	12 units

Incomes: 1 person - not to exceed \$25,920
2 people – not to exceed \$29,580





West Berry Apartments Hobbs, New Mexico





West Berry Apartments

Total *Estimated* Project Cost: **\$14,375,921**

Committed Sources:

DFA CDBG – CV	\$ 370,589
MFA HOME Loan:	\$ 840,000
MFA NM Trust Fund Loan:	\$1,000,000
MFA LIHTC/equity:	\$9,347,041
First Mortgage Loan:	\$ 925,000

City of Hobbs Funding Request: \$1,425,000





West Berry Apartments

Construction Start: May 2022

Construction Completion: September 2023

Lease up Complete: January 2024





West Berry Apartments





West Berry Apartments





West Berry Apartments





West Berry Apartments





CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 7, 2022

SUBJECT: RESOLUTION TO APPROVE THE FINAL PLAN FOR THE MEADOWLANDS, UNIT I, SUBDIVISION AS RECOMMENDED BY THE PLANNING BOARD.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: January 31, 2022
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The Final Plan for The Meadowlands, Unit I Subdivision is submitted by Lemke Development, Inc. The subdivision is located northwest of the intersection of College and Ja-Rob within the municipal boundaries. The subdivision encompasses +/- 16.079- acres and will contain 52 single family residential lots. A Cash Bond is being presented to the City of Hobbs to ensure completion of public infrastructures. The dollar amount of uninstalled public infrastructure is estimated to be \$49,047.75 excluding GRT. The City Engineer has approved the Engineer of Records completion estimate. The Bond has been approved by the Finance Director, City Attorney and the Development Director. The Planning Board consider this item at the January 18, 2021 regular meeting and voted 4-0 to recommend approval contingent upon an EOR certification of all infrastructures emplaced or submittal of a cash bond sufficient to assure completion of all public infrastructures.

Fiscal Impact: Reviewed By: Efrén A. Cortez, Finance Department

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

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

Legal Review: Efrén A. Cortez, City Attorney
Approved As To Form: Cortez

Recommendation: Approval of the Resolution to approve The Meadowlands, Unit I, Subdivision as recommended by the Planning Board.

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

CITY OF HOBBS

RESOLUTION NO. 7160

A RESOLUTION TO APPROVE THE FINAL PLAN FOR MEADOWLANDS, UNIT I, SUBDIVISION AS RECOMMENDED BY THE PLANNING BOARD.

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

WHEREAS, the subdivision Final Plan was reviewed and approved by the Hobbs Planning Board at the January 18, 2022 meeting.

WHEREAS, a Cash Bond has been submitted in an amount to secure the placement of all public infrastructures not in place as of this date.

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

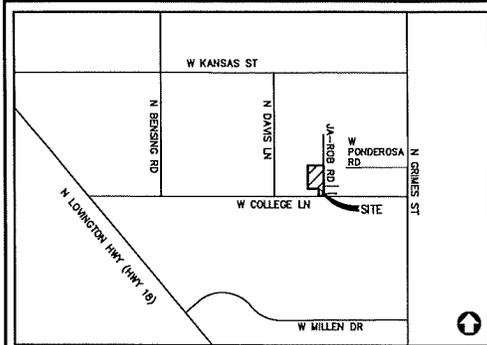
1. The City of Hobbs hereby grants Final Plan Approval to Meadowlands, Unit I, Subdivision as recommended by the Planning Board; and
2. The City officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 7th day of February, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, CITY CLERK



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.

ROTARY PUBLIC _____

MY COMMISSION EXPIRES _____

TREASURER'S OFFICE CERTIFICATION

THIS IS TO CERTIFY THAT THE TAXES ARE CURRENT AND PAID ON UPC # _____
 PROPERTY OWNER OF RECORD _____
 LEA COUNTY TREASURER'S OFFICE _____ DATE _____

PLAT OF 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 FOREGOING 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.

ROTARY 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 WILLIAM M. HICKS.

ROTARY PUBLIC _____

MY COMMISSION EXPIRES _____

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

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

SURVEYOR'S CERTIFICATION

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

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



STATE OF NEW MEXICO
 COUNTY OF LEA
 FILED _____, 2021,
 AT _____ O'CLOCK _____ M AND RECORDED IN
 CABINET _____
 SLIDE _____
 _____, LEA COUNTY CLERK
 BY _____ DEPUTY

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Z:\2019\190003\CADD\SURVEY\00_PLAT.dwg 6/17/2021 11:32:03 AM

HOBBS LAND VENTURES, LLC
(5/25/2004, EC. 1305, PG. 204)

REJECTED #4 REBAR
WITH YELLOW CAP
508'21"14"E, 1.47'
FROM PREVIOUS SET CORNER
STAMPED "1&6 PS 22800"
FOR THE NW CORNER
OF NE/4 OF SW/4
SECTION 4

TRACT 38-2
(783,837 SQ.FT.)
17.994 ACRES ±

TRACT 34
MEADOWS SUBDIVISION
FILED: 02/14/2020
EX. 2165, PG. 552

MEADOWS SUBDIVISION, UNIT #1
FILED: 03/14/2020
EX. 2165, PG. 555

MEADOWS SUBDIVISION, UNIT #2
FILED: 11/13/2019
EX. 2162, PG. 554

MEADOWS SUBDIVISION, UNIT #3
FILED: 07/23/2019
EX. 2162, PG. 543

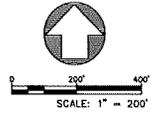
TRACT 1
MEADOWS
SUBDIVISION
FILED:
03/07/2019
EX. 2, PG. 573

MEADOWS SUBDIVISION
FILED: 07/17/2020
EX. 2177, PG. 555

S 1/4
SECTION 4
T. 18 S.
R. 38 E.
FOUND
2" BRASS
CAP

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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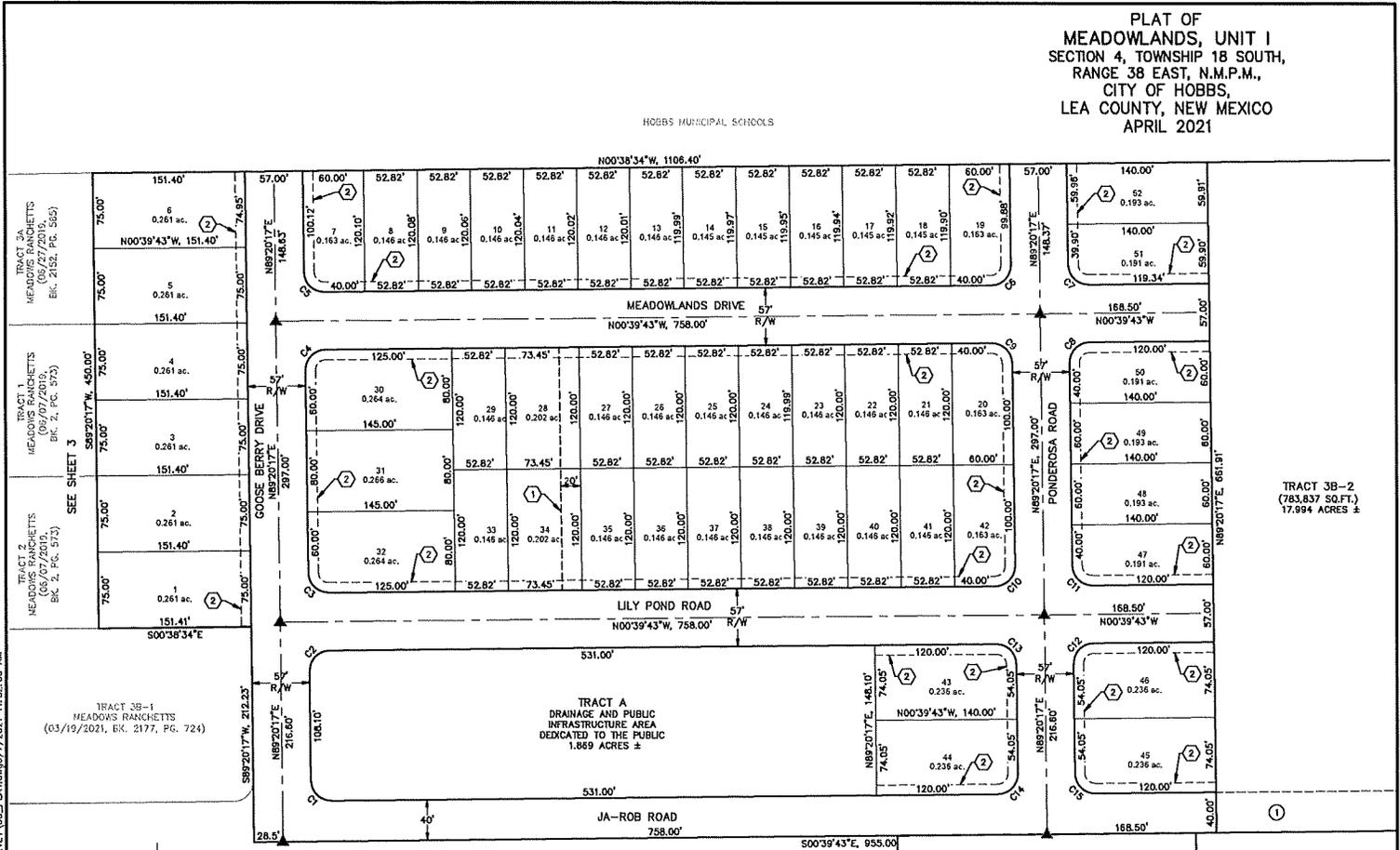
SHEET 2 OF 3

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

_____, 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

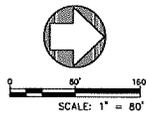
HOBBS MUNICIPAL SCHOOLS



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Fierro & Company
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PH 505.352.8930
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SEE SHEET 2
FOR ADJACENT INFORMATION



SHEET 3 OF 3

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



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 7, 2022

SUBJECT: A RESOLUTION IN SUPPORT OF AMENDING THE SAFE HAVEN FOR INFANTS ACT

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: January 31, 2022
SUBMITTED BY: Rocio A. Ocano, Assistant City Attorney

Summary:

Pursuant to NMSA § 24-22-1 (1978), the Safe Haven for Infants Act's purpose is to promote the safety of infants and to immunize a parent from criminal prosecution for leaving an infant, ninety days of age or less, at a safe haven site. Through communications with vendors of safety devices, such as infant safety boxes, it has become apparent that New Mexico's Safe Haven for Infants Act does not contain the necessary language to expressly allow for the installation and operation of these beneficial safety measures. Senate Bill 168 would allow for financial support to local governments such as the City of Hobbs to install, operate, and maintain "surrender safety devices" as defined in Senate Bill 168.

Fiscal Impact:

There will be no direct fiscal impact to the City of Hobbs for this Resolution.

Reviewed By:

[Signature]
Finance Department

Attachments:

- 1. Proposed Resolution.

Legal Review:

Approved As To Form:

[Signature] - Ocano
City Attorney

Recommendation:

The Commission should consider the Resolution.

Approved For Submittal By:

[Signature]
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. 7161

A RESOLUTION IN SUPPORT OF AMENDING
THE SAFE HAVEN FOR INFANTS ACT
THROUGH SENATE BILL 168

WHEREAS, the Safe Haven for Infants Act (NMSA § 24-22-1 (1978)) was first enacted by the State of New Mexico Legislature in 2001; and

WHEREAS, the Safe Haven for Infants Act relates to a matter of statewide concern and impacts inhabitants across the entire state of New Mexico; and

WHEREAS, the Safe Haven for Infants Act is governing law throughout the state of New Mexico including the City of Hobbs; and

WHEREAS, the purpose of the Safe Haven for Infants Act is to promote the safety of infants and to immunize a parent from criminal prosecution for leaving an infant, ninety days of age or less, at a safe haven site; and

WHEREAS, the Safe Haven for Infants Act does not currently expressly prohibit nor permit for the surrender of infants through surrender safety devices; and

WHEREAS, Senate Bill 168 would amend the Safe Haven for Infants Act to expressly allow for the surrendering of infants through surrender safety devices; and

WHEREAS, Senate Bill 168 would amend the Safe Haven for Infants Act to expressly allow local governments to install and operate surrender safety devices as defined by the Act; and

WHEREAS, Senate Bill 168 would amend the Safe Haven for Infants Act to require the public education department of the state of New Mexico to educate the public about the Safe Haven for Infants Act; and

WHEREAS, Senate Bill 168 would amend the Safe Haven for Infants Act to require the public education department to promulgate rules for the dissemination of educational information regarding the Safe Haven for Infants Act to students; and

WHEREAS, Senate Bill 168 would make financial appropriations to local governments for the installation of surrender safety devices at state-owned safe have sites; and

WHEREAS, Senate Bill 168 recognizes and declares that Senate Bill 168 addresses a public peace, health and safety emergency.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, that the Mayor be and hereby is authorized and directed to take all necessary and appropriate action to effectuate this resolution.

PASSED, ADOPTED AND APPROVED this 7th day of February, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 7, 2022

SUBJECT: PUBLICATION OF AN ORDINANCE GRANTING SOUTHWESTERN PUBLIC SERVICE COMPANY DBA XCEL ENERGY A FRANCHISE AGREEMENT WITH THE CITY OF HOBBS

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: January 31, 2022
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary: The current action item authorizes the publication of a proposed franchise agreement, via ordinance, with Southwestern Public Service for the transmission and distribution of electricity to residents of Hobbs, New Mexico. The proposed agreement:

- Has a term of ten (10) years;
Incorporates the City's Right-of-Way Management Regulations Ordinance (HMC Chapter 12.01);
Incorporates the requirements of the Americans with Disabilities Act (ADA);
Has a proposed franchise fee of four percent (4%);

The last franchise agreement granted to Southwestern Public Service by the City of Hobbs was granted on February 21, 1989, and expired as of February 21, 2014. The parties have been operating under the 1989 agreement to date. Pursuant to NMSA 1978, § 3-17-3 the proposed ordinance will need to be published once at least two weeks prior to consideration of final adoption. Thereafter, pursuant to NMSA 1978, § 3-42-1, the franchise ordinance must be published twice at least seven days apart within thirty (30) days of adoption. The ordinance does not go into effect until thirty (30) days after final adoption.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The four percent (4%) franchise fee is collected through Southwestern Public Service from its customers and is paid to the City. The proposed franchise fee would generate approximately \$1.2M per year.

Attachments:

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

The Commission should consider approving publication.

Approved For Submittal By:

[Signature]
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.

Electricity Franchise

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF HOBBS, NEW MEXICO, GRANTING TO SOUTHWESTERN PUBLIC SERVICE COMPANY, DBA XCEL ENERGY, A NEW MEXICO CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE LICENSE, WITHIN THE CITY LIMITS OF THE CITY AS THEY NOW EXIST OR AS THEY MAY BE CHANGED FROM TIME TO TIME, FOR A PERIOD OF TEN (10) YEARS TO ERECT, CONSTRUCT, EQUIP, EXTEND, ALTER, MAINTAIN, REPAIR, REPLACE, REMOVE AND OPERATE, ALL WORKS, SYSTEMS, PLANTS, POLES, POLE LINES, DISTRIBUTION LINES, TRANSMISSION LINES, WIRES, GUYS, CABLES, CONDUITS, TRANSFORMERS AND OTHER DISTRIBUTION AND TRANSMISSION INSTRUMENTALITIES, FACILITIES AND APPURTENANCES NECESSARY OR PROPER FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY INTO, IN, WITHIN, FROM, ACROSS, AND THROUGH THE CITY AND (ii) SUPPLY AND FURNISH TO THE CITY AND ITS INHABITANTS AND TO ANY OTHER PERSON OR PERSONS, FIRMS OR CORPORATIONS, WHETHER LOCATED WITHIN OR WITHOUT THE CITY, ELECTRIC ENERGY FOR LIGHT, POWER, COOLING, HEATING OR FOR EITHER OR ALL OF THESE PURPOSES OR FOR ANY OTHER PURPOSE OR PURPOSES FOR WHICH ELECTRICITY MAY BE USED.

WHEREAS, Southwestern Public Service Company, dba Xcel Energy, is now and has been engaged in the business of supplying and furnishing to the City of Hobbs, New Mexico, and its inhabitants and to any other person or persons, firms or corporations, whether located within or without the City, electric energy for light, power, cooling, heating or for either or all of these purposes or for any other purpose or purposes for which electricity may be used.

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

SECTION I. DEFINITIONS.

For the purpose of this ordinance, all terms contained herein shall have the meaning prescribed for that term in Hobbs Municipal Code Section 12.01.030, except the following terms shall have the meanings given herein:

- A. "City" shall mean the City of Hobbs, New Mexico, and any agency, department, or agent thereof;
- B. "City-Owned Property" shall mean all places owned by the City or on the City public grounds, both above and below the surface, including but not limited to City owned buildings or used buildings and structures, parks, utility and light poles, traffic signals, and pedestrian and bike paths, as the same now exist, or as they

may after the effective date of this ordinance be extended.

- C. "Company" shall mean Southwestern Public Service Company ("SPS"), dba Xcel Energy, and SPS's legal representatives, successors, lessees, and assigns;
- D. "Commission" shall mean the principal governmental body of the City of Hobbs, New Mexico, its officers, or a representative person or entity as may be designated to act on its behalf;
- E. "Company Facilities" shall mean, collectively, any and all electric transmission and distribution systems used or useful in the transmission and distribution of electrical light, heat and power, including but not limited to poles, wires, lines, conduits, ducts, cables, braces, guys, anchors and vaults, transformers, generators, switches, meter devices, fixtures, studs, platforms, crossbars, manholes, cutouts, communication circuits, appliances, attachments, appurtenances and any other property to be located in, upon, along, across, under or over the City's Rights-of-Way.
- F. "Franchise" means the electric franchise granted by City to Company by this Ordinance.
- G. "Franchise Area" means the area within the jurisdictional boundaries of the City and any area annexed by the City during the term of this Franchise.
- H. "Gross Receipts" shall mean the total monies received by the Company from the sale of electricity to its retail customers within the corporate limits of the City under SPS's lighting and power rates except for the monies received from: (i) the sale of electricity to the City and all municipal, county, state, and federal governmental agencies and institutions; (ii) miscellaneous services charges; and (iii) charges for payments under this ordinance, sales taxes, and gross receipt taxes. NOTE: Commercial customers as used herein shall not be construed to include any political subdivisions of Federal, State or Local government, any cooperative organization, or industrial accounts serviced under the Company's published industrial rates as filed with the NMPRC.
- I. "NMPRC" means the New Mexico Public Regulation Commission.
- J. "Rights-of-Way" means the surface of, and the space above and below, any and all public highways, streets, roads, alleys, avenues, tunnels, and parkways of the City, and easements dedicated or granted to the City within the Franchise Area, including State highways now or hereafter established within the Franchise Area. Rights-of-Way shall not include City-Owned Property.

SECTION II. GRANT OF FRANCHISE.

By this ordinance, the City hereby grants to Company a franchise to (i) erect, construct, obtain, own, sell, equip, extend, expand, alter, maintain, repair, replace,

remove, and operate its equipment and Company Facilities on, along, across, over and under the Right-of Way within the Franchise Area (ii) serve, supply, and furnish to the City and its inhabitants and others electric energy for light, cooling, heat, power and other useful purposes to the City and its inhabitants and others; and (iii) use and occupy during the term of this Franchise all Rights-of-Way within the Franchise Area. All such occupancies of the Company's infrastructures, existing or future, shall comply with the City's Right-of-Way Management Regulations Ordinance outlined fully in Chapter 12.01 of the Hobbs Municipal Code

SECTION III. POWERS AND CONDITIONS

The Company is authorized and empowered to do any and all things necessary and proper to be done and performed in executing the powers and utilizing the privileges granted in this Franchise, subject to the City's Right-of-Way Management Regulations Ordinance.

SECTION IV. GRANT NON-EXCLUSIVE.

The franchise granted by this ordinance is not exclusive, and the City hereby reserves the right, power, and authority to grant similar rights, privileges, permission and authority to any person at any time. The City reserves the right to acquire, including the property of Company, construct, own, operate and maintain an electrical distribution system to serve all or any portion of Hobbs, New Mexico, at any time during the term of this ordinance, and to fully exercise such right in accordance with applicable law.

SECTION V. LIMITATIONS ON GRANT OF FRANCHISE.

Nothing contained in this ordinance shall be construed as authorizing Company to use, or permit the use of any portion of its electrical distribution system for any purpose other than those reasonably necessary for the transmission or distribution of electrical service, including facilities necessary for internal or intra-Company communications, unless prior written approval is obtained from the City. Company shall not acquire as a result of the location of its facilities in any existing or proposed rights-of-way, even though such location was approved by the City, any vested right or interest in any particular rights-of-way location by virtue of the franchise. Facilities installed in the rights-of-way during the term of this ordinance, or facilities in the rights-of-way which are altered such that application of the Americans with Disabilities Act (ADA) is triggered, shall comply with the requirements of the ADA. With respect to existing facilities located in rights-of-way which prevent disabled persons' use of and access to buildings, structures, facilities, sidewalks, streets, alleys or other paths of travel in violation of the requirements of the ADA, Company shall correct such violations in good faith. Within thirty (30) days of Company's receipt of a notice of a third-party complaint from the City or others identifying facilities that may cause access barriers in violation of the ADA, the Parties shall meet to review the complaint and determine an appropriate response and required repair, if any. If repair is required, the Parties shall establish

plans and time frames for the repair.

SECTION VI. CONSIDERATION FOR GRANTING FRANCHISE.

- A. **FRANCHISE FEE** – In consideration for this Franchise which provides terms related to the use and occupy the City Rights-of-Way, Company shall pay an amount equal to four percent (4.0%) of the Gross Receipts (“Franchise Fee”) to the City throughout the term of this Franchise. Payment of the Franchise Fee by Company to City for use of City Rights-of-Way shall be in lieu of other franchise, license, privilege, pole, instrument, occupation, or taxes, fees, charges or other excises or extractions (except: general ad valorem property taxes and special assessments for local governments; and the sales and gross receipt taxes authorized by Section 3-18-2 NMSA 1978; or any other lawful fee imposed generally upon persons doing business within the Town) upon the Company’s business, revenue, Company Facilities, or other property in the City during the term of this franchise. Payment of the Franchise Fee by Company to City does not exempt the Company from any lawful permitting fee imposed generally upon persons doing business within the City.
- B. **PAYMENTS.** Franchise Fee payments to the City shall be computed monthly for the preceding calendar month. Each monthly payment shall be due and payable no later than thirty (30) days after the last day of the preceding month.
- C. **ACCEPTANCE OF PAYMENT AND RECOMPUTATION.** No acceptance of any payment shall be construed as an accord by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for further or additional sums payable or for the performance of any other obligation of Company hereunder.
- D. **ALTERNATIVE COMPENSATION.** In the event the obligation of Company to compensate the City through Franchise Fee payments is lawfully suspended or eliminated, in whole or part, then Company shall pay to the City compensation equivalent to the compensation paid to the City by other similarly situated users of the City’s Rights-of-Way for Company’s use of the City’s Rights-of-Way, provided that in no event shall such payments exceed the equivalent of five percent (5%) of Company’s Gross.

To assure proper payment as herein provided, the books of the Company shall be open to inspection by the City at all reasonable times. Notwithstanding anything to the contrary in this ordinance, the payments shall continue only so long as: (i) SPS is not prohibited from making the payment by any lawful authority having jurisdiction; or (ii) the City does not levy, charge, or collect, or attempt to levy, charge, or collect other franchise, license, privilege, occupation, excise, or revenue taxes or other extractions which conflict with subparagraph A. above. If any lawful authority having jurisdiction prohibits the payments or the City does levy, charge, or collect, or attempts to levy, charge, or collect, other franchise, license, privilege, occupation, excise, or revenue taxes or other extractions, then SPS’s obligation to make the payments provided for in

this Section VI of this ordinance shall cease.

SECTION VII. RIGHT-OF-WAY ORDINANCE INCORPORATED.

As a condition of City's grant of franchise to Company as contemplated by NMSA 1978, § 3-42-1, Company shall strictly comply with the provisions of the City's Right-of-Way Management Regulations Ordinance as outlined fully in Chapter 12.01 of the Hobbs Municipal Code, and expressly incorporated herein. Any subsequent amendments to the Right-of-Way Management Regulations Ordinance shall be binding on Company after Company has been afforded reasonable notice and opportunity to comply. Nothing contained in this ordinance shall be interpreted to in any way limit the rights and remedies available to City pursuant to Chapter 12.01 of the Hobbs Municipal Code.

SECTION VIII. ANNEXATIONS.

This ordinance shall apply to any property properly annexed to the City as provided by law, upon such annexation.

SECTION IX. STANDARDS OF SERVICE.

The NMPR has general and exclusive power and jurisdiction to regulate and supervise Company in respect to its rates and service regulations and in respect to its securities, all in accordance with provisions of the New Mexico Public Utility Act (NMSA 1978, § 62-6-4). A copy of Company's rates and service regulations are on file for public reading at the office of Southwestern Public Service Company during normal working hours.

If at any time the New Mexico Public Utility Act (NMSA 1978, § 62-6-4) is amended or repealed with the effect of such action being the deletion of standards of service in the City as are now in effect and no successor is named by the State of New Mexico, the City reserves the right to establish standards of service consistent with those now in effect in the City or at the time of any such amendment or repeal. If standards of service are established by the City and the City becomes the regulative authority for such standards of service, the costs (in excess of established costs) for such standards of service, will be borne by the rate payers of the City.

SECTION X. INTERRUPTION OF SERVICE

SPS shall not be liable to the customer nor shall the customer be liable to SPS by reason of failure of SPS to deliver or the customer to receive electrical energy as the result of fire, strike, riot, explosion, flood, accident, breakdown, acts of God, the public enemy, or other conditions beyond the control of the party affected; it being the intention of each party to relieve the other of the obligation to supply or to receive energy when, as a result of any of the above mentioned causes, either party may be unable to deliver or use, in whole or in part, electrical energy to be delivered or received. But, in case of

such interruption, SPS shall use reasonable diligence to re-establish service as soon as possible.

SECTION XI. TERMINATION.

If any payment herein provided to be paid is not paid when due after thirty (30) days written notice from City to Company of such non-payment (which period of thirty (30) days commence with the day after receipt of such notice), this ordinance may be terminated by the City. If the Company substantially fails to comply with any of the other material provisions of this ordinance and fails to cure same or is unable to provide justification for such non-compliance within sixty (60) days after it has received written notice from the City claiming such non-compliance with any of the material terms and provisions of this ordinance, then City shall give Company an additional written notice that this ordinance will be terminated effective ninety (90) days after receipt of said notice to Company, unless Company corrects such noncompliance within said period of time. If the City and Company disagree over whether Company has substantially failed to comply with any of the material provisions of this ordinance or has failed to cure an alleged non-compliance, the ordinance shall continue until agreement is reached between the City and Company resolving the matter or until the matter has been litigated through the Courts to final judgment. Non-compliance by Company of any terms and provisions of this ordinance due to force majeure or any cause beyond its control does not constitute reason for termination of this ordinance.

SECTION XII. ASSIGNMENT.

The rights of the Company hereunder shall not be assignable without first giving the City at least thirty (30) days' notice prior to filing with the NMPRC of the Company's intention to assign its franchise rights hereunder. The Company shall assist the City Manager in providing information which reflects the financial ability (e.g., financial audit) and the management ability (e.g. experience and resume of proposed management) of its proposed Assignee to operate a public utility. The aforesaid thirty (30) days' notice shall not commence to run until Company has initiated good faith efforts to provide the assistance or information as requested by the City Manager. The rights, powers, limitations, duties and restrictions herein provided for shall inure to and be binding upon the parties hereto and upon their respective successors and assigns.

SECTION XIII. INTENTIONALLY OMITTED.

SECTION XIV. TERM.

Pursuant to NMSA 1978, § 3-42-1(B), the franchise granted herein shall take effect at least thirty (30) days after this ordinance is adopted and shall continue in force and effect for a period of ten (10) years thereafter, or until this ordinance shall be terminated for noncompliance by Company with the terms and conditions imposed herein, or with such reasonable restrictions, limitations and regulations as the City Commission may

from time to time impose by ordinance, or until Company shall permit its corporate existence to expire without renewal, whichever of the foregoing shall first occur.

SECTION XV. CONFLICTS BETWEEN MUNICIPAL CODE AND AGREEMENT.

This ordinance hereby incorporates all applicable provisions of the Hobbs Municipal Code. Any conflict between the provisions of this ordinance and the Hobbs Municipal Code, except as otherwise provided in this ordinance, shall be resolved in favor of the provisions of the Code. The City represents that it is unaware of any conflicts between this ordinance and the Hobbs Municipal Code.

SECTION XVI. PUBLICATION COSTS.

This ordinance shall be published as provided by NMSA 1978, § 3-42-1(B) and the cost thereof shall be paid by the Company upon presentation of an invoice for publication and proof of publication by the City as provided by NMSA 1978, § 3-42-1(E).

SECTION XVII. INDEMNIFICATION.

Company, for itself and its agents, employees, subcontractors, and the agents and employees of any subcontractors, shall, at its own expense and throughout the terms of this ordinance, indemnify, defend, and hold harmless the City and any of its elected or appointed officers and employees, from any and all claims, demands, actions, damages, decrees, judgments, attorney fees, costs, and expenses which the City, or such elected or appointed officers or employees, may suffer, or which may be recovered from, or obtainable against the City, or such elected or appointed officers or employees, as a result of, by reason of, or arising out of the installation, use, or maintenance by Company of its electrical distribution system or the exercise by Company of any or all of the rights, privileges, permission, and authority conferred herein, or as a result of any alleged act or omission on the part of Company in performing or failing to perform any of its obligations under this ordinance. Company is not, however, liable and is not required to indemnify or hold harmless the City and any of its elected or appointed officers and employees for any damages caused by the negligence of any agents, servants and/or employees of the City.

SECTION XVIII. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or other portion of this ordinance is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof which other portions shall continue in full force and effect. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the parties and shall thereafter be binding on Company and the City. If the terms of this ordinance are materially altered due to changes in or rulings regarding governing law, then the parties

agree to negotiate in good faith to amend this ordinance so as to restore the original intent of Company and City and preserve the benefits bargained for by each party.

SECTION XIX. NO THIRD PARTY BENEFICIARY.

It is not intended by any of the provisions of this ordinance to create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize anyone to maintain a suit for personal injuries or property damage pursuant to the provisions of this ordinance. The duties, obligations, and responsibilities of the City with respect to third parties shall remain as imposed by New Mexico law.

SECTION XX. CONSTRUCTION OF AGREEMENT.

The terms and provisions of this ordinance shall not be construed strictly in favor of or against either party, regardless of which party drafted any of its provisions. This ordinance shall be construed in accordance with the fair meaning of its terms.

SECTION XXI. GOVERNING LAW.

This ordinance and the franchise granted herein will be governed by the laws of the State of New Mexico with respect to both their interpretation and performance. Jurisdiction for any dispute arising from this ordinance shall lie with the Fifth Judicial District Court in Lea County, New Mexico.

SECTION XXII. REPEALER.

Once in effect, this ordinance shall repeal Ordinance No. 782 in its entirety.

SECTION XXIII. ACCEPTANCE AND EFFECTIVE DATE.

Barring any objections to this ordinance as contemplated by NMSA 1978, § 3-42-1(C), Company shall have sixty (60) days from and after the passage and approval of this Ordinance to file its written acceptance thereof with the City Clerk, and upon such acceptance being filed, this ordinance shall take effect and be in force from and after the date of its passage and approval by the Mayor, and shall effectuate and make binding the agreement provided by the terms hereof.

[SIGNATURE PAGE FOLLOWS]

PASSED, ADOPTED AND APPROVED this ___ day of _____, 20__

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Southwestern Public Service Company, for itself, its successors and assigns, hereby accepts the foregoing Ordinance passed, adopted and approved by the City of Hobbs, the _____ day of _____, 20__, and agrees to be bound by all of its terms and provisions.

Southwestern Public Service Company

By: _____
President, TX & NM

Dated the _____ day of _____, 20__