

# 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

*October 2, 2023*



**Hobbs City Commission**  
Regular Meeting  
City Hall, City Commission Chamber  
200 E. Broadway, 1<sup>st</sup> Floor Annex, Hobbs, New Mexico

**Monday, October 2, 2023 - 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

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**A G E N D A**

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

**CALL TO ORDER AND ROLL CALL**

**INVOCATION AND PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES**

1. Minutes of the September 18, 2023, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

**PROCLAMATIONS AND AWARDS OF MERIT**

2. Hobbs Police Department – Presentation of Purple Heart Medal to Detective Jorge Carrillo (*August Fons, Police Chief*)
3. Proclamation Proclaiming the Week of October 8 – 14, 2023, as “Fire Prevention Week” (*Shawn Williams, Fire Marshal*)

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

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

4. Resolution No. 7403 – Authorizing the Appointment of Thomas Wilson to the Lodgers' Tax Board *(Mayor Sam Cobb)*
5. Resolution No. 7404 – Designating Person(s) Qualified as an Acting Municipal Judge and Setting Forth Compensation for Acting Municipal Judge *(Valerie Chacon, Acting City Attorney)*

**DISCUSSION**

None

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

6. Consideration of Approval of an Allocation Disbursement from the Department of Finance and Administration (DFA) in the Amount of \$1,312,500.00 for Hiring of Law Enforcement/Support Positions *(August Fons, Police Chief)*
7. Resolution No. 7405 – Approving a Related Party Contract with Watson Truck & Supply for Maintenance and Repair of City Fleet *(Shelia Baker, General Services Director)*
8. Resolution No. 7406 - Determining that Certain Properties are Ruined, Damaged and Dilapidated Requiring Remediation or Removal from the Municipality Located at 1220 East Cain and 1310 East Marland *(Valerie Chacon, Acting City Attorney; and Jessica Silva, Code Enforcement Superintendent)*
9. Resolution No. 7407 – Approving a Development Agreement with French Brothers, Inc., Concerning the Development of Market Rate Single-Family Housing *(Kevin Robinson, Development Director)*
10. Resolution No. 7408 – Approving a Development Agreement with Lemke Development, Inc., Concerning the Development of Market Rate Single-Family Housing *(Kevin Robinson, Development Director)*

11. Resolution No. 7409 – Approving the Final Plan for the Meadowlands, Unit II, Subdivision as Recommended by the Planning Board *(Kevin Robinson, Development Director)*
12. Resolution No. 7410 – Authorizing Modification of a Lease Agreement Between the City of Hobbs and the Economic Development Corporation of Lea County Containing the Lea County Convenience Center Located at 4401 West Business Park Blvd. *(Kevin Robinson, Development Director)*

### **COMMENTS BY CITY COMMISSIONERS, CITY MANAGER**

13. Next Meeting Date:

- City Commission Regular Meeting:
  - **Monday, October 16, 2023, at 6:00 p.m.**

### **ADJOURNMENT**

If you are an individual with a disability who needs 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: October 2, 2023

**SUBJECT: City Commission Meeting Minutes**

DEPT. OF ORIGIN: City Clerk's Office  
DATE SUBMITTED: September 27, 2023  
SUBMITTED BY: Jan Fletcher, City Clerk

**Summary:**

The following minutes are submitted for approval:

- Regular City Commission meeting held on September 18, 2023

**Fiscal Impact:**

Reviewed By: \_\_\_\_\_  
*Finance Department*

N/A

**Attachments:**

Minutes as referenced under "Summary".

**Legal Review:**

Approved As To Form: \_\_\_\_\_  
*City Attorney*

**Recommendation:**

Motion to approve the minutes as presented.

Approved For Submittal By:

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

\_\_\_\_\_  
*City Manager*

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

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

Minutes of the regular meeting of the Hobbs City Commission held on Monday, September 18, 2023, in the City Commission Chamber, 200 East Broadway, 1<sup>st</sup> Floor Annex, Hobbs, New Mexico. This meeting was also available to the public via Livestream on the City's website at [www.hobbsnm.org](http://www.hobbsnm.org).

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

Mayor Sam D. Cobb called the meeting to order at 6:00 p.m. and welcomed everyone to the meeting. 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 (*Arrived at 6:15 p.m.*)  
Commissioner Don Gerth

Also present:

Manny Gomez, City Manager  
Valerie Chacon, Acting City Attorney  
Mark Doporto, Acting Fire Chief  
Tony Alarcon, Fire Inspector  
August Fons, Police Chief  
Shane Blevins, Deputy Police Chief  
Danny Garrett, Police Captain  
Ricky Guerrero, Police Captain  
Marina Barrientes, Police Captain  
Jessica Silva, Code Enforcement Lt.  
Shannon Arguello, Court Administrator  
Toby Spears, Finance Director  
Bryan Wagner, Parks and Open Spaces Director  
Doug McDaniel, Recreation Director  
Matt Hughes, Rockwind Golf Course Superintendent  
Tim Woomer, Utilities Director  
Nicholas Goulet, Human Resources Director  
Tracy South, Assistant Human Resources Director  
Christa Belyeu, I.T. Director  
Shelia Baker, General Services Director  
Meghan Mooney, Communications Director  
Lou Maldonado, Parks Superintendent  
Julie Nymeyer, Executive Assistant  
Jan Fletcher, City Clerk  
Amelia Maldonado, Deputy City Clerk  
Rose Galavez, Assistant Deputy City Clerk  
31 citizens

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

Commissioner Fields delivered the invocation and Commissioner Mills led the Pledge of Allegiance.

### **Approval of Minutes**

Commissioner Calderón moved the minutes of the regular meeting of September 5, 2023, be approved as written. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried.

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

Mayor Cobb proclaimed the Week of September 24 - 30, 2023, as "*Hobbs Eagles Are Champions Week*". He presented the proclamation to members of the Hobbs High School Class of 1973. Mayor Cobb highlighted the Class Reunion and special events planned for September 29<sup>th</sup> and 30<sup>th</sup>, 2023.

Mr. Manny Gomez, City Manager, recognized the following Milestone Service Awards for the Month of September, 2023:

- 5 years – Elijah Rascon, Utilities Department
- 10 years – Julie Castillo, Hobbs Express
- 10 years – Adam Marinovich, Hobbs Fire Department
- 10 years – Manuel Huerta, Parks and Open Spaces Department
- 15 years – Anna Villalobos, Motor Vehicle Department
- 15 years – Michael Nelson, Hobbs Fire Department
- 20 years – Steve Butler, Hobbs Police Department
- 25 years – Irene De La Cruz, Motor Vehicle Department
- 30 years – Edward Trevino, General Services Department

Mr. Gomez reviewed highlights about the work of each employee. He expressed gratitude to each and every employee for their hard work and also thanked the employees' families for their contributions to the organization.

### **Public Comments**

None

### **Consent Agenda**

None

### **Discussion**

Mr. Mike Gallagher, Lea County Manager and Mr. Joseph Hughes of New Mexico Building Enclosure Architecture, LLC, Lea County Technical Advisor, presented the details of the Lea County Historic Courthouse Renovation Feasibility Study. The objective of the study was to determine the possibility, capability, and likelihood of a successful adaptive reuse of the existing Historic Courthouse. Mr. Gallagher identified the existing conditions that support renovation. He also outlined Lea County's desired goals to include consolidation of all public service departments into a single localized "one-stop-shop" approach to programming.

Mr. Hughes explained the building renovation requirements of the existing Building Codes. He stated the cost range for renovation of the existing building is between \$68,901,285.00 and \$89,571,671. He stated the cost range for construction of a new building is between \$29,889,400.00 and \$48,244,300.00.

Mr. Gallagher stated the options available to Lea County include assigning a few program spaces to the existing Courthouse Remodel and all other County services would be located into other buildings. Another option would be to keep the existing Courthouse for other adaptive reuse options and design a new construction project to meet the goal of all County Services in one single building.

Following the lengthy presentation and a brief discussion by the Commission, Mr. Gallagher stated the County is open to comments or suggestions from the public regarding the renovation. He provided his email address and contact phone number for this purpose.

Mayor Cobb and the Commission thanked Mr. Gallagher for the detailed presentation. Mr. Gallagher stated he would return to the Commission to provide an update on the project.

### **Action Items**

*Resolution No. 7399 – Determining that Certain Properties are Ruined, Damaged and Dilapidated Requiring Remediation or Removal from the Municipality Located at 317 South Dalmont, 514 East Park, 504 East Green Acres and 209 East Albertson*

Ms. Valerie Chacon, Acting City Attorney and Ms. Jessica Silva, Code Enforcement Superintendent, explained the resolution and stated certain properties are ruined, damaged and dilapidated requiring remediation or removal from the municipality located at 317 South Dalmont, 514 East Park, 504 East Green Acres and 209 East Albertson. Mr. Chacon displayed photographs of the properties and stated not only are the properties ruined, damaged and dilapidated but they are also a menace to the



public comfort, health and safety. Some locations have squatters who are residing on the property.

Following a brief discussion, Commissioner Calderón moved that Resolution No. 7399 be adopted as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Penick yes, Calderón yes, Fields yes, Mills yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7400 – Authorizing the Mayor to Execute a Legislative Grant Agreement for 2023 Capital Appropriation Project Number 23-H3047 to Purchase and Equip Public Safety Vehicles

Ms. Shelia Baker, General Services Director, explained the Legislative Grant Agreement in the amount of \$1,500,00.00 to purchase and equip public safety vehicles for the Hobbs Police Department. The Hobbs Police Department intends to utilize the funding to purchase five new vehicles and replace fourteen vehicles. The current city vehicle replacement policy is set at 10 years, 100,000 miles and consideration is given regarding the type of use and maintenance history.

There being no discussion, Commissioner Penick moved that Resolution No. 7400 be adopted as presented. Commissioner Fields seconded the motion and the vote was recorded as follows: Smith yes, Penick yes, Calderón yes, Fields yes, Mills yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7401 – Authorizing the Mayor to Execute a Legislative Grant Agreement for 2023 Capital Appropriation Project Number 23-H3046 for Roof and HVAC Replacement Projects

Ms. Shelia Baker explained the Legislative Grant Agreement in the amount of \$1,000,000.00 to plan, design, construct, replace and equip roofs and heating, ventilation and air conditioning units at the Hobbs Police Department, Hobbs Police Department Annex and Municipal Court Buildings.

There being no discussion, Commissioner Mills moved that Resolution No. 7401 be adopted as presented. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Penick yes, Calderón yes, Fields yes, Mills yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Consideration of Approval of a Professional Services Agreement with Brightly Software, Inc., in the Amount of \$188,650.98 for Facility Condition Assessment Utilizing CES Contract 2020-12N-AD01-ALL

Ms. Shelia Baker explained the agreement between the City of Hobbs and Brightly Software Inc., for the completion of a facility condition assessment utilizing a CES contract. She stated this will include condition assessment, accessibility survey, preventative maintenance schedule, equipment barcode tagging and professional implementation for approximately 737,000 square feet of City of Hobbs' facilities. The total initial investment is \$188,650.98. Ms. Baker stated the project cost was not included in the FY 24 budget and will require a budget adjustment in the amount of \$188,650.98 before the contract can be executed. She explained the completion of a Facility Master Plan is one of the Strategic Goals for Infrastructure.

Following a short discussion, Commissioner Gerth moved to approve the Professional Services Agreement with Brightly Software, Inc, in the amount of \$188,650.98. Commissioner Mills seconded the motion and the vote was recorded as follows: Penick yes, Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation and agreement are attached and made a part of these minutes.

Resolution No. 7402 – Authorizing the Purchase of One Public Transportation Bus for Hobbs Express Under State of Oklahoma Contract No. SW0797C from Creative Bus Sales in the Amount of \$150,786.00 Utilizing Grant Funds

Ms. Jan Fletcher, City Clerk, stated Hobbs Express is requesting approval to purchase an ADA Transit Bus from Creative Bus Sales in the total amount of \$150,786.00. This is a replacement bus for a 2013 Unit which currently has 197,839 miles on it. This purchase would utilize State of Oklahoma Contract No SW0797C which has an available option to purchase the bus with a GM 4500 Express Chassis in lieu of a Ford Chassis. Mr. Fletcher stated there is a considerable delay in getting a Ford Chassis and using this option in the Oklahoma Contract would enable the City of Hobbs to get the bus a little quicker. The State of New Mexico GSA Contract does not have this option available. Grant funds are budgeted for this purchase and the City's 20% matching portion of the cost would be \$30,157.20.

In response to Commissioner Gerth's question, Ms. Fletcher stated the existing unit is required to be sold at public auction.

There being no further discussion, Commissioner Mills moved that Resolution No. 7402 be adopted as presented. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Penick yes, Calderón yes, Fields yes, Mills yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

**Comments by City Commissioners, City Manager**

Commission Penick thanked Ms. Shelia Baker and the General Services Department for doing a great job saving the City of Hobbs money by applying for Legislative Grants. He also thanked the Hispano Chamber of Commerce for the recent banquet they hosted and stated it was very nice to see the community come together.

Commissioner Fields expressed appreciation to the Hobbs Fire Department for taking such good care of his mother when she had an incident last week. He also recognized the "Hobbs Eagles are Champions Week".

Mr. Manny Gomez, City Manager, stated City Hall was partially closed as the result of two recent power outages. He stated there have been power surges which have affected the controller at City Hall and the Library. He thanked the General Services Department for the continued services which have been provided to resolve the situations. Mr. Gomez also asked the community for their continued patience during the repairs.

Mr. Gomez invited the public to attend Coffee with Cops at the Hobbs Police Department on Wednesday, September 20, 2023, from 7:30 a.m. to 9:00 a.m.

Mr. Gomez also reminded the public to attend the City of Hobbs' first-annual Splash Bash Event on Saturday, September 23, 2023, from 12:00 p.m. to 4:00 p.m. at City Park. Mr. Gomez thanked Mr. Bryan Wagner, Parks and Open Spaces Director, and the Parks and Open Spaces Department for creating and coordinating this event. He stated there will be several activities at the event such as jump houses, DJ music, water games, food trucks and more.

Mr. Gomez shared an email received by Mr. Matt Hughes, Rockwind Golf Course Superintendent, regarding the New Mexico Open held in Hobbs. The email was sent by a mortgage broker from Albuquerque who complimented Mr. Hughes and the Rockwind staff for such an amazing job at the golf course for the Open Championship.

Mr. Doug McDaniel, Recreation Director, stated the New Mexico Open was a huge success. He attributed the success to several departments who worked very hard to make sure course conditions were immaculate. He stated as long as Rockwind Community Links could continue to secure proper sponsorship and funding, the New Mexico Open would likely stay at Rockwind in Hobbs.

Mayor Cobb recognized Mr. Bill Richards, Chairman of the Board and Ms. Jennifer Grassham, President and CEO of the Lea County Economic Development Corporation, for their award of being Outstanding and one of the top 10 economic development entities in the State of New Mexico.

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Penick yes, Calderón yes, Fields yes, Mills yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 7:41 p.m.

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

ATTEST:

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



**PROCLAMATIONS**

**AND**

**AWARDS OF  
MERIT**

Office of the Mayor  
Hobbs, New Mexico

## PROCLAMATION

**WHEREAS**, the City of Hobbs Fire Department is committed to ensuring the safety and security of all those living in and visiting the City of Hobbs; and

**WHEREAS**, cooking is the leading cause of home fires in the United States and fire departments responded to more than 166,400 annually between 2016 and 2020; and

**WHEREAS**, more than half of reported non-fatal home cooking fire injuries occurred when the victims tried to fight the fire themselves; and

**WHEREAS**, children under five face a higher risk of non-fire burns associated with cooking than being burned in a cooking fire; and

**WHEREAS**, working smoke alarms cut the risk of dying in reported home fires almost in half; and

**WHEREAS**, residents should turn pot handles toward the back of the stove; always keep a lid nearby when cooking; keep a three-foot kid free zone around the stove and other things that could get hot.

**WHEREAS**, City of Hobbs first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

**THEREFORE**, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim October 8–14, 2023, as

### **“Fire Prevention Week”**

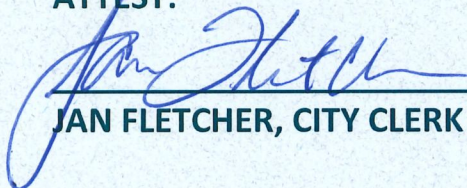
With the theme, **“Cooking safety starts with YOU.”**, I urge all citizens of Hobbs, to check their kitchens for fire hazards and use safe cooking practices during Fire Prevention Week 2023, and to support the many public safety activities and efforts of the City of Hobbs Fire Department.

**IN WITNESS THEREOF**, I have hereunto set my hand this 2<sup>nd</sup> day of October 2023, and cause the seal of the City of Hobbs to be affixed hereto.

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**SAM D. COBB, MAYOR**

**ATTEST:**

  
**JAN FLETCHER, CITY CLERK**





# **CONSENT AGENDA**



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 2, 2023

SUBJECT: Resolution Authorizing the Mayor to Make Appointments to City Advisory Boards

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: September 25, 2023
SUBMITTED BY: J. Nymeyer

Summary:

Lodgers Tax Board: The Mayor recommended appointing Thomas Wilson to the Lodger's Tax Board to fill the vacancy for Haily Hunter. Term will expire January 1, 2025.

Fiscal Impact:

Reviewed By:

[Signature]
Finance Department

There is no effect on the current year budget.

Attachments:

Resolution

Legal Review:

Approved As To Form: /s/ Valerie S. Chacon
City Attorney

Recommendation:

Motion to approve Resolution.

Approved For Submittal By:

Department Director

City Manager

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COMMISSION ACTION TAKEN

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



CITY OF HOBBS

RESOLUTION NO. 7403

A RESOLUTION AUTHORIZING THE MAYOR  
TO MAKE APPOINTMENTS TO  
THE CITY OF HOBBS ADVISORY BOARDS

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized to make appointments to the following advisory boards:

**LODGERS TAX BOARD** (Three-year terms expiring January 1, 2025)  
Thomas Wilson is appointed to fill the vacant position for Haily Hunter.

PASSED, ADOPTED AND APPROVED this 2nd day of October, 2023.

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

ATTEST:

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



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 2, 2023

SUBJECT: A RESOLUTION DESIGNATING PERSONS AS QUALIFIED AS AN ACTING MUNICIPAL JUDGE AND SETTING FORTH COMPENSATION

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: September 25, 2023
SUBMITTED BY: Valerie S. Chacon, Acting City Attorney

Summary: Section 2.12.050 of the Hobbs Municipal Code requires that a list of persons designated by the City Commission as qualified to be Acting Municipal Judge be prepared annually. Brian Belyeu has completed a judicial training program and is willing to be placed on said list and serve as Acting Municipal Judge if appointed by the Municipal Judge. Section 2.12.050 also provides that the compensation for Acting Municipal Judge be set by resolution at the time the list is prepared. This resolution would place Brian Belyeu on the list of persons designated as qualified to be Acting Municipal judge and set the compensation at a rate of \$200.00 per day. If approved, a professional services agreement will be executed with the designated Acting Municipal Judge.

Fiscal Impact:

Reviewed By: Finance Department

Salary of the Acting Municipal judge shall be paid from the Municipal Court budget at a rate of \$200.00 per day. The total cost to the City per year will be determined by the number of days the Acting Municipal Judge actually serves. The total costs shall not exceed \$20,000.00.

Attachments:

Written Recommendation for Appointment

Legal Review:

Approved As To Form: Is/ Valerie S. Chacon
City Attorney

Recommendation:

The Commission should consider this resolution.

Approved For Submittal By:

Department Director
City Manager

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COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7404

A RESOLUTION DESIGNATING PERSON(S) QUALIFIED  
AS AN ACTING MUNICIPAL JUDGE AND  
SETTING FORTH COMPENSATION FOR ACTING MUNICIPAL JUDGE

WHEREAS, at times the need for judicial action occurs when the Municipal Judge is not available; and

WHEREAS, Section 2.12.050 of the Hobbs Municipal Code provides that a list of persons designated by the City Commission as qualified Acting Municipal Judge be prepared; and

WHEREAS, Brian Belyeu is willing to be placed on the list of those qualified to be Acting Municipal Judge;

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

A. The list of names of people designated by the City Commission as qualified to be Acting Municipal Judge during the upcoming year shall include Brian Belyeu.

B. The designated person(s) shall be appointed in writing by the elected Municipal Judge and the appointment shall be filed in the office of the City Clerk and in the office of the Municipal Court Clerk.

C. Upon appointment, the designated person(s) shall be duly qualified to act in the absence of the Municipal Judge with full powers of such office vested in the municipal judge on all occasions that he may reside over the court.

D. The Acting Municipal Judge, as a condition of discharging the duties of that office, is not required to complete annual judicial training programs as required of the Municipal Judge. However, no municipal judge shall receive a salary until such judge has

successfully completed a judicial training program and received a certificate of completion from the Administrative Office of the Courts, or has been exempted from the required judicial training program by the Chief Justice of the Supreme Court. Any cost associated with initial certification or refresher training, if required, shall be at the responsibility of the appointee.

E. Upon appointment by the Municipal Judge and completion of the required judicial training program or exemption from the program by the Chief Justice of the Supreme Court, the City Manager will execute a professional services agreement with the Acting Municipal Judge which will at a minimum outline compensation at a rate of \$200.00 per day.

PASSED, ADOPTED AND APPROVED this 2nd day of October, 2023.

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

ATTEST:

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

September 25, 2023

Mayor Sam Cobb  
Commissioner Finn Smith  
Commissioner Dwayne Penick  
Commissioner Joseph Calderon  
Commissioner Laron Fields  
Commissioner Christopher Mills  
Commissioner Don R. Gerth

Mayor and Commissioners:

The purpose of this letter is to designate Mr. Brian Belyeu as the Acting Municipal Judge in accordance City of Hobbs Ordinance 2.12.050. Mr. Belyeu has served as the Alternate Municipal Judge since 2019. I have known Judge Belyeu for over twenty-five years. As a retired Officer of Hobbs Police Department, I find his integrity above reproach. He has an intimate knowledge of the policies and procedures of the court. Judge Belyeu has kept abreast of changes in the Hobbs Municipal Ordinances as well as rule changes set forth by the NM Supreme Court. Judge Belyeu continues to have my complete faith and trust to serve the citizens of Hobbs in my absence.

I respectfully request that you re-confirm Brian Belyeu as the Alternate Judge for the Hobbs Municipal Court.

Respectfully Submitted,



Bobby M. Arther  
Municipal Judge



# **ACTION ITEMS**



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 10/2/2023

SUBJECT: \$ 1,312,500.00 over three years to be utilized in accordance with the Law Enforcement Retention Fund (LERF) Appropriation Number 23-ZH5048-36

DEPT. OF ORIGIN: Hobbs Police Department  
DATE SUBMITTED: 9/26/23  
SUBMITTED BY: Chief August Fons

**Summary: One million, three hundred and twelve thousand, five hundred dollars and zero cents over three years to be utilized in accordance with the provisions of the LERF. The first allocations will be disbursed at 100% within 5 business days of acceptance of this agreement to include approval of the local governing body.**

**Fiscal Impact:**

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

*Finance Department*

The allocated funds will be disbursed 100% up to \$750,000 the first year, 50% up to \$375,000 the second year, and 25% up to \$187,500 the third year. The Allocation Recipient will submit to the Department of Finance & Administration this signed document and evidence of approval of the local governing body. Disbursements of funds will be made within 5 business days of receipt of the signed agreement and evidence of approval of the local governing body.

Funds for the first disbursement must be expended by June 30, 2024; the second 50% disbursement will be made in July 2024 to be expended by June 30, 2025; and the last disbursement of 25% will be made in July 2025 to be expended by June 30, 2026. Any amount not expended in each of the three years will be returned to the State of New Mexico, Department of Finance and Administration in the year that it is scheduled for reversion. All expenditures must occur prior to the reversion date.

The Allocation Recipient agrees to submit quarterly reports using Exhibit A, Law Enforcement Report, providing updates on expenditures for the eligible activities defined in LERF.

**Attachments: Allocation Agreement and Law Enforcement Fund Report Form "Exhibit A"**

**Legal Review:**

Approved As To Form: /s/ Valerie S. Chacon  
*City Attorney*

**Recommendation:**

Motion to approve.

Approved For Submittal By:

Department Director

City Manager

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COMMISSION ACTION TAKEN

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

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

RECIPIENT:

City of Hobbs

<u>APPROPRIATION NUMBER:</u>	<u>TOTAL ALLOCATION AMOUNT:</u>	<u>REVERSION DATE:</u>
23-ZH5048-36	\$1,312,500.00	June 30, 2024

ALLOCATION PURPOSE

One Million Three Hundred and Twelve Thousand Five Hundred Dollars and Zero Cents over three years to hire law enforcement/support positions. The first allocations will be disbursed at 100% within 5 business days of acceptance of this agreement to include approval of the local governing body.

ALLOCATION DISBURSEMENT

The allocated funds will be disbursed 100% up to \$750,000 the first year, 50% up to \$375,000 the second year, and 25% up to \$187,500 the third year. The Allocation Recipient will submit to the Department of Finance & Administration this signed document and evidence of approval of the local governing body. Disbursements of funds will be made within 5 business days of receipt of the signed agreement and evidence of approval of the local governing body.

Funds for the first disbursement must be expended from July 1, 2023, through June 30, 2024; the second 50% disbursement will be made in August 2024 to be expended by June 30, 2025; and the last disbursement of 25% will be made in August 2025 to be expended by June 30, 2026. Any amount not expended in each of the three years will be returned to the State of New Mexico, Department of Finance and Administration in the year that it is scheduled for reversion. All expenditures must occur prior to the reversion date.

The Allocation Recipient agrees to submit quarterly reports using Exhibit A, Law Enforcement Recruitment Report, providing updates on the hiring of law enforcement/support positions.

CERTIFICATION

I hereby certify that the City of Hobbs

1. Will only use the allocated funds to carry out and/or perform activities described in allocation language.
2. Will follow the procedure described in "Allocation Reporting" of allocated funds.

  
 \_\_\_\_\_  
 Local Law Enforcement Agency

9/25/2023  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Authorized Local Governing Body Authority

\_\_\_\_\_  
 Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number 23-ZH5048-36 in the amount of \$1,312,500.00.

\_\_\_\_\_  
 Wesley Billingsley  
 Director, Local Government Division

\_\_\_\_\_  
 Date



REIMBURSING AGENCY: Department of Finance and Administration

Business Unit: 341

**STATE OF NEW MEXICO  
Law Enforcement Recruitment Fund  
Quarterly Report Form  
Exhibit A**

<b>Allocation Recipient:</b>	
<b>Appropriation Number:</b>	

<b>Provide names of individuals hired and their hire date:</b>	<b>Title of Position</b>	<b>Vacant Position Salary:</b>	<b>New Position Salary:</b>
<b>Total Amount of Appropriation Funds Expended this Quarter:</b>		<b>Total: \$</b>	<b>Total: \$</b>

Add extra lines as applicable.

**Narrative:**  
(Provide description of next steps to fill any remaining vacant positions. Examples: hiring event or outreach using social media.)

--



**CITY OF HOBBS**  
**COMMISSION STAFF SUMMARY FORM**  
**MEETING DATE: October 2, 2023**

**SUBJECT: Related Party Contract with Watson Truck & Supply**  
**DEPT. OF ORIGIN:** General Services Department  
**DATE SUBMITTED:** September 25, 2023  
**SUBMITTED BY:** Shelia Baker, General Services Director

**Summary:**

The City of Hobbs has a need to procure services from a certified dealership for International, Navistar, Cummins and Allison engines in order to maintain and repair City fleet. The Garage Dept. received three written quotes from qualified companies for an estimated 250 hours of service repair labor. The quoted amounts are as follows:

- Watson Truck & Supply \$37,296.88
- Roberts Truck Center \$46,132.00
- R J Border International \$49,842.50

The recommendation is to award a contract to Watson Truck & Supply as they are located in Hobbs and are the low bidder. To comply with the City of Hobbs Procurement ordinance and governmental conduct act, the following procedure must be followed:

4. If a conflict of interest arises with an employee/elected official, any future goods or services provided by the related party shall be subject to a competitive process and disclosed at a future City Commission meeting.
  - a. A competitive process is defined as written quotes with a minimum of three (3) vendors. The dollar amount threshold for the written quotes is one thousand dollars (\$1,000.00) to seventy five thousand dollars (\$75,000.00). The recommended vendor, if an employee or elected official, shall require disclosure at a City Commission meeting.

**Fiscal Impact:**

Reviewed By:   
 Finance Department

The City of Hobbs Garage division currently has approximately \$164,000 currently budgeted for machine repair and maintenance.

**Attachments:**  
 Resolution

**Legal Review:**

Approved As To Form:   
 City Attorney

**Recommendation:**

Motion to approve the resolution

Approved For Submittal By:

  
 Department Director

  
 City Manager

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

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

CITY OF HOBBS

RESOLUTION NO. 7405

A RESOLUTION APPROVING A RELATED PARTY CONTRACT WITH  
WATSON TRUCK & SUPPLY

WHEREAS, District 1 City Commissioner R. Finn Smith has, upon his appointment to the position, alerted the City of Hobbs that he has a substantial financial interest in Watson Truck & Supply in Hobbs, New Mexico; and

WHEREAS, the City received three written quotes and wishes to contract with Watson Truck & Supply; and

WHEREAS, Watson Truck & Supply has provided service to the City of Hobbs' heavy equipment for over a decade, a business relationship that predates the appointment of Commissioner Smith as District 1 City Commissioner; and

WHEREAS, pursuant to NMSA 1978, § 10-16-1, et seq., and Hobbs Municipal Code Section 2.01.050, the City Commission, with an abstention from any related Commissioner, should consider whether or not the contract is in the best interest of the City of Hobbs; and

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City Commission, with the abstention of the related Commissioner, approves a contract with Watson Truck & Supply in Hobbs, New Mexico.

PASSED, ADOPTED AND APPROVED this 2nd day of October, 2023.

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

ATTEST:

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



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 2, 2023

SUBJECT: Condemnation Recommendation on Certain Properties
DEPT. OF ORIGIN: City of Hobbs Legal Department, Hobbs Police Department - Community Services Division
DATE SUBMITTED: September 25, 2023
SUBMITTED BY: Valerie S. Chacon, Acting City Attorney and Jessica Silva, Code Enforcement Superintendent

Summary:

In its continuing promotion of safety and clean-up efforts within city limits, the Hobbs Police Department-Community Services Division has identified properties which present health, life and safety hazards, which warrant remediation. The properties are in dire need of repair. The properties located at 1220 E. Cain, and 1310 E. Marland 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 \$24,619.88 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 properties 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 1220 E. Cain, and 1310 E. Marland 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. 7406

A RESOLUTION DETERMINING THAT CERTAIN PROPERTIES THAT ARE RUINED,  
DAMAGED AND DILAPIDATED, ARE A MENACE TO PUBLIC COMFORT, HEALTH  
AND SAFETY AND REQUIRE REMEDIATION OR 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 2<sup>nd</sup> day of October, 2023

---

SAM D. COBB, Mayor

ATTEST:

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JAN FLETCHER, City Clerk

**Attachment A**

	<b>Address</b>	<b>Owner</b>	<b>Owner's Address</b>	<b>Estimated Cost of Demolition</b>
1	<p>1220 E. Cain Hobbs, Lea County, NM</p> <p>*A tract of land located in the Northeast Quarter of the Southwest Quarter (NE1/4SW1/4) of Section 35, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico, and being more particularly described as follows: Beginning 1,459 feet East and 260 feet South of Northeast Corner of the Southwest Quarter of said Section 35; thence East 25 feet; thence North 101.5 feet; thence West 25 feet to the point of beginning.</p>	<p>Doris Buschman (Deceased)</p>	<p>1220 E. Cain Hobbs, NM, 88240</p>	<p>\$8,710.31</p>
2	<p>1310 E. Marland Hobbs, Lea County, NM</p> <p>*A tract of land located in the East Half (E/2) of the Southwest Quarter (SW/) of Section 35, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico, described by metes and bounds as follows: Beginning at a point which lies East 1711.7 feet from the Southwest corner of said Section 35; thence N0°1 ' West 140.0 feet; thence West 50.0 feet; thence South0°1 ' East 140.0 feet; thence East 50.0 feet to the point of beginning.</p>	<p>Lopez, Marcello ETUX (Deceased)</p> <p>Lopez, Samuel (Son)</p> <p>Lopez, Richard (Son)</p> <p>Solarzano, Jerry (Interested Buyer)</p>	<p>209 E. Berry Hobbs, NM, 88240</p> <p>73 Tamerisk Circle Abilene, TX, 79606</p> <p>2140 Lakeland Drive Canyon Lake, TX, 78133</p> <p>929 E. Katy Lane Hobbs, NM, 88240</p>	<p>\$15,909.57</p>

# 1220 E. CAIN





# 1220 E. CAIN (CONT)



# 1310 E MARLAND



# 1310 E MARLAND





CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 2, 2023

SUBJECT: CONSIDERATION TO APPROVE A DEVELOPMENT AGREEMENT WITH FRENCH BROTHERS INC. CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY HOUSING.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: September 25, 2023
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: French Brothers Inc. has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of \$100,000.00.

Fiscal Impact:

Reviewed By: Finance Department

Budget Available \$347,321.00
Single Family Housing #010100-44901-170

Attachments: Resolution and Development Agreement.

Legal Review:

Approved As To Form: Valerie S. Chacon City Attorney

Recommendation:

Commission considers approval / denial of the attached Development Agreement.

Approved For Submittal By:

Kevin Robinson
Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7404

**A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH FRENCH BROTHERS INC. CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY.**

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with French Brothers Inc. concerning the development of market rate single-family housing; and

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

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

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

PASSED, ADOPTED AND APPROVED this 2<sup>nd</sup> day of October, 2023.

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

ATTEST:

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

## MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

**THIS AGREEMENT** is entered into on this 2<sup>nd</sup> day of October, 2023 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and French Brothers Inc., PO Box 593, Hobbs, NM 88310, (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

### RECITALS:

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

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

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

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

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

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

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

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

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

- a. Incentive not to exceed per square footage basis:
  - i. \$5.00 per sq. ft. north of Sanger
  - ii. \$10.00 per sq. ft. south of Sanger
  - iii. Calculation based on living area only
- b. Incentive not to exceed per unit basis:
  - i. \$5,000.00 per single family unit
  - ii. \$2,500.00 per multi-family unit

- c. Incentive not to exceed fair share per linear foot of infrastructure basis:
  - i. \$90.00 per lineal front footage of complete public infrastructure, and further broken down as follows:
    - 1. **Water** (\$12.50 / lf):
      - a. Twelve dollars fifty cents (\$12.50) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
    - 2. **Sewer** (\$17.50 / lf):
      - a. Seventeen dollars fifty cents (\$17.50) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
    - 3. **Street** (\$45/ lf):
      - a. Forty five dollars (\$45) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as promulgated within the City of Hobbs Major Thoroughfare Plan);
    - 4. **Sidewalk**:
      - a. Fifteen (\$15) per equivalent front foot of lot to which sidewalk (includes driveway with ADA accessible path) is provided;

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

**B. Payment For Services.**

1) The City shall pay for said services at the rates agreed to and as specified above in the Infrastructure details, as shown herein. Payment will not be made by the City for any unit until a certificate of occupancy is issued, based on this Agreement.

2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000.00), unless the Agreement is amended by the City Commission.

3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued, provided the certificate of occupancy for the unit is issued after ratification of this agreement. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.

4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage either now or in the future, for a period not to exceed 10 years from date of issuance of a C.O., shall require Developer to return any incentive funds received for any unit thus utilized, upon demand by the City. Developer shall record a "Declaration of Restrictive Covenants", attached hereto as Exhibit 2, to restrict such usage and to notify parties involved in future conveyances.

**C. Construction Requirements.**

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

**D. Assignment of Agreement.**

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

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

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

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

**F. Governing Law and Provisions.**

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

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



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

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

**H. Amendments.**

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

**I. Breach.**

1. The following events constitute a breach of this Agreement by Developer:
  - a) Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.
2. The following events constitute a breach of this Agreement by City:
  - a) City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement, including making timely and appropriate payments to the Developer.

**J. Remedies Upon Breach.**

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

**K. Termination.**

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

**L. Notice.**

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN and French Brothers Inc., PO Box 593, Hobbs, NM 88310 and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

**M. Entire Agreement.**

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

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

**City of Hobbs**

**Developer**

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

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Valerie Chacon, City Attorney



Google Earth

Image © 2023 Airbus

1000 ft





**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 2, 2023

**SUBJECT: CONSIDERATION TO APPROVE A DEVELOPMENT AGREEMENT WITH LEMKE DEVELOPMENT INC. CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY HOUSING.**

DEPT. OF ORIGIN: Planning Division  
DATE SUBMITTED: September 25, 2023  
SUBMITTED BY: Kevin Robinson – Planning Department

**Summary:** Lemke Development Inc. has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of \$100,000.00.

**Fiscal Impact:**

Reviewed By: \_\_\_\_\_  
*Finance Department*

Budget Available \$347,321.00

Single Family Housing #010100-44901-170

**Attachments:** Resolution and Development Agreement.

**Legal Review:**

Approved As To Form:  
/s/Valerie S. Chacon  
City Attorney

**Recommendation:**

Commission considers approval / denial of the attached Development Agreement.

Approved For Submittal By:

*Kevin Robinson*  
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. 7408

**A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH LEMKE DEVELOPMENT INC. CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY.**

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

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

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

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

PASSED, ADOPTED AND APPROVED this 2<sup>nd</sup> day of October, 2023.

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

ATTEST:

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

## MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

**THIS AGREEMENT** is entered into on this 3<sup>rd</sup> day of October 2023 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and Lemke Development Inc., 4008 N. Grimes Street, Hobbs, NM 88240, (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

### RECITALS:

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

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

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

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

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

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

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

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

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

- a. Incentive not to exceed per square footage basis:
  - i. \$5.00 per sq. ft. north of Sanger
  - ii. \$10.00 per sq. ft. south of Sanger
  - iii. Calculation based on living area only
- b. Incentive not to exceed per unit basis:
  - i. \$5,000.00 per single family unit
  - ii. \$2,500.00 per multi-family unit

- c. Incentive not to exceed fair share per linear foot of infrastructure basis:
- i. \$90.00 per lineal front footage of complete public infrastructure, and further broken down as follows:
    1. **Water** (\$12.50 / lf):
      - a. Twelve dollars fifty cents (\$12.50) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
    2. **Sewer** (\$17.50 / lf):
      - a. Seventeen dollars fifty cents (\$17.50) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
    3. **Street** (\$45/ lf):
      - a. Forty five dollars (\$45) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as promulgated within the City of Hobbs Major Thoroughfare Plan);
    4. **Sidewalk**:
      - a. Fifteen (\$15) per equivalent front foot of lot to which sidewalk (includes driveway with ADA accessible path) is provided;

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

**B. Payment For Services.**

- 1) The City shall pay for said services at the rates agreed to and as specified above in the Infrastructure details, as shown herein. Payment will not be made by the City for any unit until a certificate of occupancy is issued, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000.00), unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued, provided the certificate of occupancy for the unit is issued after ratification of this agreement. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.

4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage either now or in the future, for a period not to exceed 10 years from date of issuance of a C.O., shall require Developer to return any incentive funds received for any unit thus utilized, upon demand by the City. Developer shall record a "Declaration of Restrictive Covenants", attached hereto as Exhibit 2, to restrict such usage and to notify parties involved in future conveyances.

**C. Construction Requirements.**

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

**D. Assignment of Agreement.**

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

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

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

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

**F. Governing Law and Provisions.**

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

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



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

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

**H. Amendments.**

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

**I. Breach.**

1. The following events constitute a breach of this Agreement by Developer:
  - a) Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.
2. The following events constitute a breach of this Agreement by City:
  - a) City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement, including making timely and appropriate payments to the Developer.

**J. Remedies Upon Breach.**

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

**K. Termination.**

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

**L. Notice.**

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN and Lemke Development Inc., 4008 N. Grimes Street, Hobbs, NM 88240 and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

**M. Entire Agreement.**

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

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

**City of Hobbs**

**Developer**

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

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

ATTEST:

APPROVED AS TO FORM:

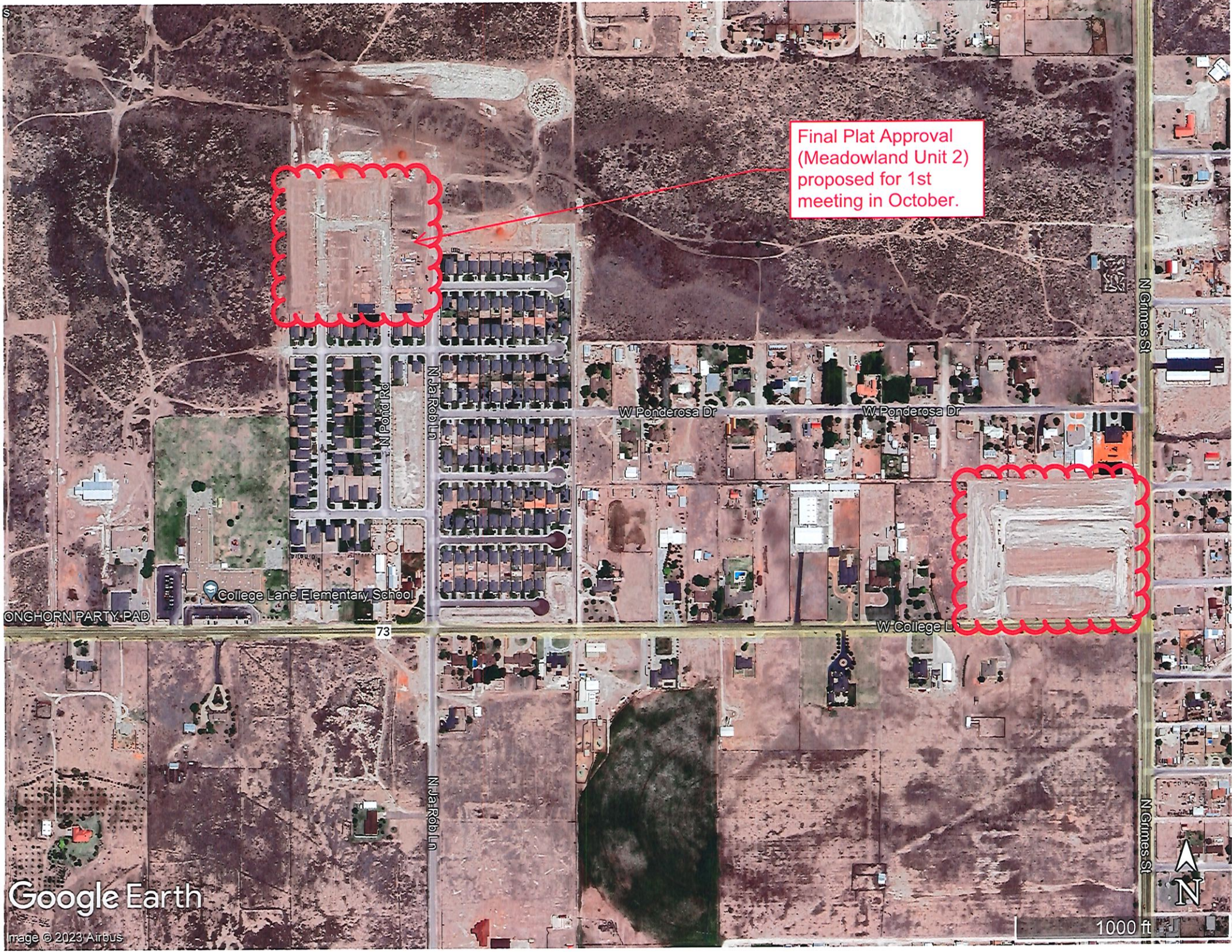
\_\_\_\_\_  
JAN FLETCHER, City Clerk

\_\_\_\_\_  
Valerie Chacon, City Attorney

Since Program inception 2012

Number of Units Produced	Type of Units	Incentives Allocated	Incentives Disbursed	Avg. Incentive Disbursed per Unit	Est. MV per Unit	Est. Total MV	Incentive as % of MV
367	Low Income	\$8,480,037.00	\$6,539,999.89	\$17,820.16	\$150,000.00	\$55,050,000.00	12%
1,081	Market Rate Multi-Family	\$3,997,886.06	\$3,585,280.56	\$3,316.63	\$175,000.00	\$189,175,000.00	2%
990	Market Rate Single-Family	\$10,235,105.00	\$8,452,045.62	\$8,537.42	\$225,000.00	\$222,750,000.00	4%
2,438		\$22,713,028.06	\$18,577,326.07	\$7,619.90		\$466,975,000.00	4%

Final Plat Approval  
(Meadowland Unit 2)  
proposed for 1st  
meeting in October.



Google Earth

Image © 2023 Airbus



1000 ft



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 2, 2023

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

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: September 25, 2023
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The Final Plan for The Meadowlands, Unit II 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 +/- 8.81- acres and will contain 39 single family residential lots. An EOR certification of all infrastructures emplaced has been submitted to the Municipality. The Planning Board consider this item at the September 19, 2023 regular meeting and voted 4-0 to recommend approval.

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, DRAFT Planning Board Minutes.

Legal Review: Approved As To Form: City Attorney

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

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. 7409

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

WHEREAS, Lemke Development, Inc. has submitted a Final Plan for Meadowlands, Unit II, 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 September 19, 2023 meeting.

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

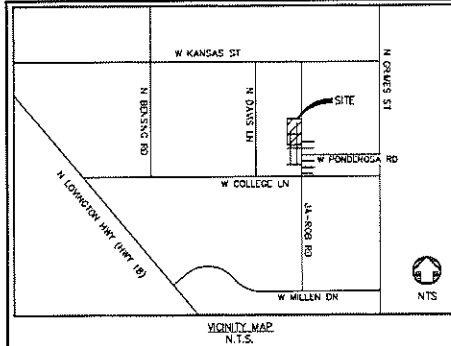
1. The City of Hobbs hereby grants Final Plan Approval to Meadowlands, Unit II, Subdivision as recommended by the Planning Board; and
2. The City officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 2<sup>nd</sup> day of October, 2023.

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

ATTEST:

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



VICINITY MAP  
N.T.S.

**NOTES**

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

**EXISTING EASEMENTS:**

- ① 40-FOOT PUBLIC INFRASTRUCTURE EASEMENT  
FILED FEBRUARY 26, 2019, BK. 2140, PG. 593.

**NEW EASEMENTS:**

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

**LEGEND**

- ◆ FOUND QUARTER CORNER AS NOTED
- ④ TO ⑧ FOUND SECTION CORNER AS NOTED
- ④ FOUND 18"x1/2" REBAR WITH BLUE PLASTIC CAP MARKED "T&C PS 22909" UNLESS OTHERWISE NOTED
- SET 18"x1/2" REBAR WITH BLUE PLASTIC CAP MARKED "T&C PS 22909"
- ⊙ CALCULATED CORNER NOT SET

**DESCRIPTION**

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

Beginning at the Southwest corner of the tract herein described, from which a 2-inch brass cap found for the South Quarter corner of said Section 4, bears  $300^{\circ}39'43''E$ , a distance of 1455.99 feet and  $N89^{\circ}16'08''E$ , a distance of 662.40 feet;

Thence,  $S89^{\circ}20'17''W$ , a distance of 661.91 feet to the Southwest corner of this Tract;

Thence,  $N00^{\circ}38'34''W$ , a distance of 1184.53 feet to the Northwest corner of this Tract;

Thence,  $N80^{\circ}20'03''E$ , a distance of 661.62 feet to the Northeast corner of this Tract;

Thence,  $S00^{\circ}39'43''E$ , a distance of 1184.57 feet to the point of beginning.

This tract contains 17.994 Acres (783,837 sq.ft.), more or less.

**FREE CONSENT AND DEDICATION**

THE SUBDIVISION HEREON DESCRIBED IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DEEDS 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 FULL COMPLIANCE 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 \_\_\_\_\_ )  
JSC  
COUNTY OF \_\_\_\_\_ )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022, BEFORE ME

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

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

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

**TREASURER'S OFFICE CERTIFICATION**

THIS IS TO CERTIFY THAT THE TAXES ARE CURRENT AND

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

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

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

**SURVEYOR'S CERTIFICATION**

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



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

SHEET 1 OF 3

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

**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 \_\_\_\_\_ 2022 A.D.

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

**ACKNOWLEDGMENT**

STATE OF NEW MEXICO )  
JSC  
COUNTY OF LEA )

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

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

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

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
JSC  
COUNTY OF \_\_\_\_\_ )

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

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

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

**Fierro & Company**  
ENGINEERING | SURVEYING  
3201 4th STREET NW, SUITE C  
ALBUQUERQUE, NM 87107  
PH 505.352.8930  
www.fierrocompany.com

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED  
  
CABINET \_\_\_\_\_  
CLERK \_\_\_\_\_  
LEA COUNTY CLERK

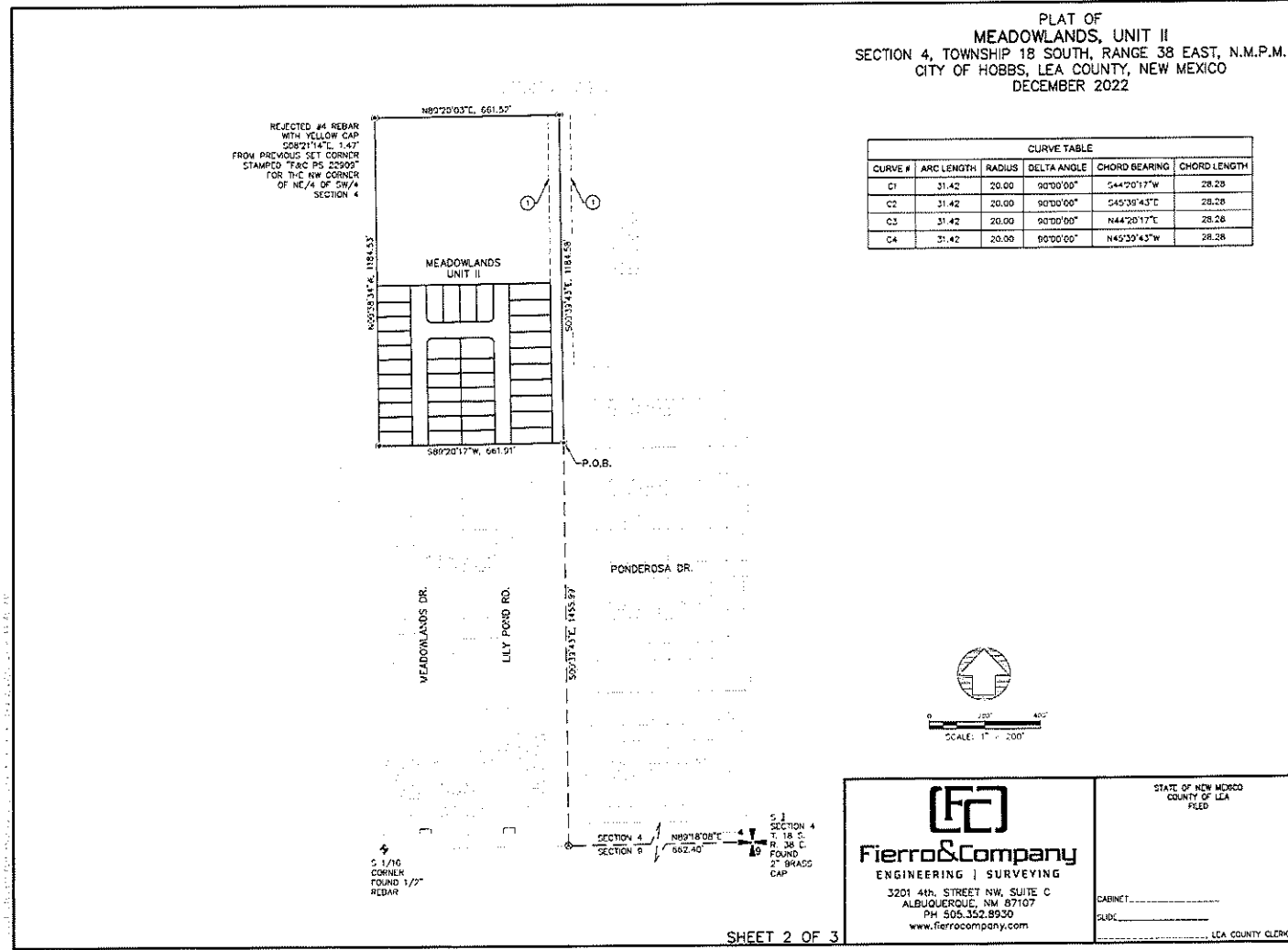
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DESIGNED	RJF							<p>ENGINEERING   SURVEYING 3201 4th STREET NW, SUITE C ALBUQUERQUE, NM 87107 (505) 352-8930</p>	<b>CLIENT:</b>  <b>JOHN LEMKE D.B.A. LEMKE DEVELOPMENT, INC.</b>	<b>MEADOWLANDS UNIT II</b>		SHEET 4 of 31
DRAWN	RJS					<b>PRELIMINARY PLAT</b>				RET 24		
CHECKED	RJF					DATE				Dec-2022		
APPROVED	##	NO.	DATE	BY	REVISION	PROJ.				21066		

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

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	31.42	20.00	90°00'00"	S44°20'17"W	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"	N45°39'43"W	28.28

REJECTED #4 REBAR  
WITH YELLOW CAP  
DOB 2114" E, 1.47"  
FROM PREVIOUS SET CORNER  
STAMPED "F&C PS 22309"  
FOR THE NW CORNER  
OF NE/4 OF SW/4  
SECTION 4



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www.fierrocompany.com

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

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

SHEET 2 OF 3

DESIGNED	RJF	NO.	DATE	BY
DRAWN	RJG			
CHECKED	RJF			
APPROVED	##			



**Fierro & Company**  
ENGINEERING | SURVEYING  
3201 4th STREET NW, SUITE C  
ALBUQUERQUE, NM 87107  
(505) 352-8930

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

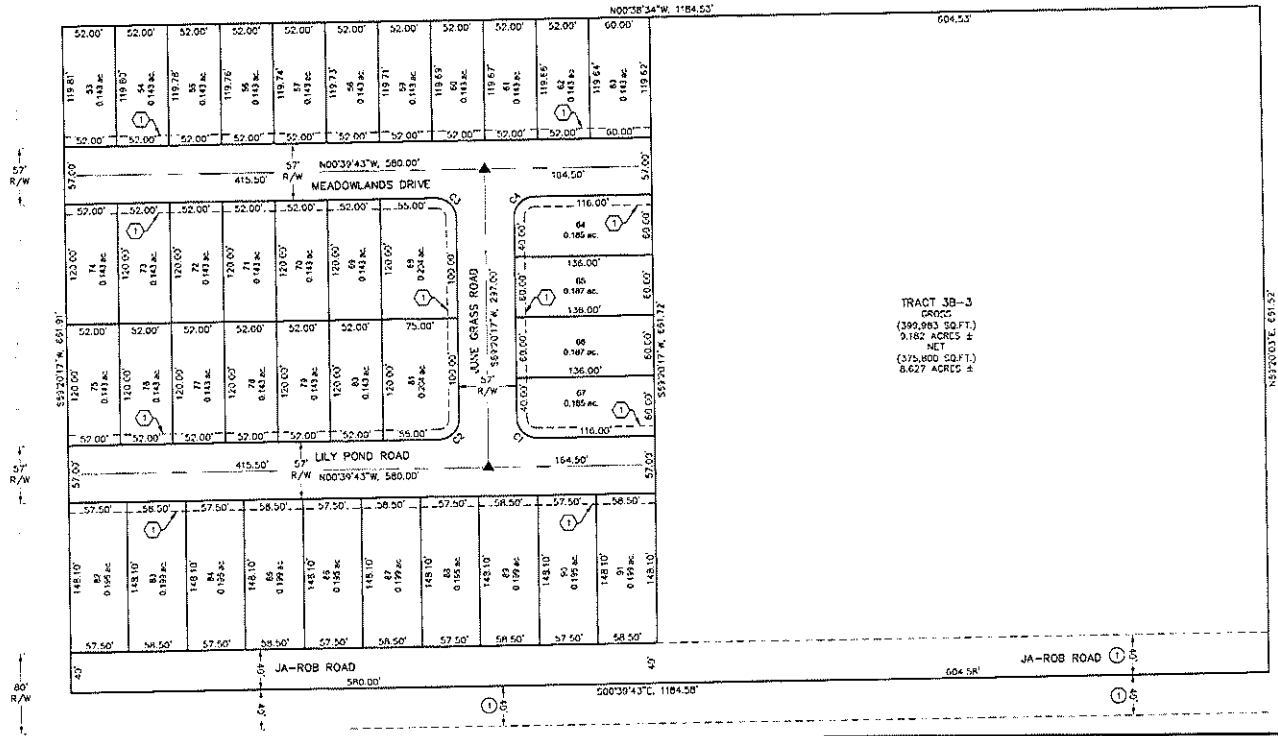
**MEADOWLANDS**  
**UNIT II**  
**PRELIMINARY PLAT**

SHEET	5 of 31
SET	5-2
DATE	04-20-22
PROJ	21064

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



SHEET 3 OF 3

**Fierro & Company**  
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ALBUQUERQUE, NM 87107  
PH 505.352.8930  
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STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

CABINET: \_\_\_\_\_  
SLIDE: \_\_\_\_\_  
LEA COUNTY CLERK

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



**Fierro & Company**  
ENGINEERING | SURVEYING  
3201 4th STREET NW, SUITE C  
ALBUQUERQUE, NM 87107  
(505) 352-8930

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

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

SHEET	6 of 21
SET	2-3
DATE	06-20-22
PROJ	21068

### Communications from Citizens

There were no communications from citizens.

### Action Items

3.) **Review and Consider Final Plan for Meadowlands Unit II, located northwest of the intersection of Ponderosa and Ja-Rob, as submitted by property owner, Lemke Development, Inc.**

Mr. Robinson stated this is Meadowlands Unit II located west of Ja-Rob Lane. He stated Ja-Rob Lane is a major collector street. He further stated that Ja-Rob Lane has been extended with Meadowlands Unit II to be on the north side of the property line. The rest of the units are Meadowlands Unit I located directly south of Meadowlands Unit II. Mr. Robinson stated Meadows Units I, II, III, and IV are located on the east side of Ja-Rob. He further stated the plan set was approved by the Planning Board during the preliminary review process. Mr. Robinson stated the municipality has an engineer of record certification that all infrastructures have been put in and are compliant with the plans set. Mr. Robinson stated it is noted that there are some places that have construction debris. Mr. Robinson further stated the developer has cleaned the debris to make sure there is good flow testing through the sewer. Mr. Robinson stated the developer is ready to obtain the certificate of occupancies to begin creating the lots for the individual units.

Mr. Ramirez asked if there is going to be a Meadowlands Phase III. Mr. Robinson stated the Planning Board has reviewed Meadowland Phase III. He stated Phase III is the furthest north of the development and has all of the drainage requirements. He further stated there is a big drainage pond and the municipality is requiring a continuation of Ja-Rob which will connect to the east-west half-section line street. Mr. Robinson stated the developer is working with an engineer of record to take that drainage from the west side of Ja-Rob to the east side of Ja-Rob in the most economical manner.

Mr. Kesner asked where the far north property line of the development is located. Mr. Robinson stated the north boundary of the remaining property, which is Meadowland Unit III and Meadows Unit 6, will be the half-section line that will line up with Armijo and Santa Fe St.

There being no further questions, Mr. Clay made a motion to approve the final plan for Meadowlands Unit II, seconded by Mr. Ramirez. The vote on the motion was 4-0 and the motion carried.

### Discussion/Updates

None

### Adjournment



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 2, 2023

SUBJECT: CONSIDERATION TO MODIFY AN EXISTING LEASE CONTAINING THE LEA COUNTY CONVENIENCE CENTER AT 4401 W. BUSINESS PARK BOULEVARD BETWEEN THE CITY OF HOBBS AND THE LEA COUNTY ECONOMIC DEVELOPMENT CORPORATION.

DEPT. OF ORIGIN: Planning Department
DATE SUBMITTED: September 25, 2023
SUBMITTED BY: City Manager

Summary: The City of Hobbs is proposing to modify an existing lease containing the Lea County Convenience Center at 4401 W. Business Park boulevard between the city of Hobbs and the Lea County Economic Development Corporation. On May 2, 1983 per Resolution #2440 the Municipality Leased to the Industrial Development Corporation of Lea County a 235 acre parcel for a 99 year term for the purpose of Economic Development. Subsequently a portion of the parent lease was sub-leased to the Board of Commissioners of the County of Lea for the express purpose of developing and operating a solid waste convenience center. In November of 2008, per Resolution #5183, the Municipality approved the Hobbs Industrial Airpark Subdivision, Phase 1 which encompassed a large portion of the original 1983 lease including that area containing the Convenience Center. A recent opinion of value concerning the land locked Lot I located adjacent to southern property line of the Convenience Center is less than \$25,000.00, therefore the Municipality is proposing that the existing Lease be modified to replace the metes and bounds description (Lot H) with the legal descriptions created with the approval of the Hobbs Industrial Airpark Subdivision, Phase 1 and to include both Lots H and I as the sub-leased premises and all other tenants of the existing Lease to remain the same.

Fiscal Impact:

Reviewed By:

Digital signature information

Finance Department

Modification of the Existing Lease as proposed should not have a Fiscal Impact.

Attachments: Modification of Lease Agreement and attachments.

Legal Review:

Approved As To Form:

Valerie S. Chacon

City Attorney

Recommendation:

Staff recommends consideration of approval of the Modification of Lease Agreement.

Approved For Submittal By:

Department Director

[Signature]

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No.
Ordinance No.
Approved
Other

Continued To:
Referred To:
Denied
File No.

CITY OF HOBBS

RESOLUTION NO. 7410

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MODIFICATION OF LEASE AGREEMENT BETWEEN THE CITY OF HOBBS, NEW MEXICO AND ECONOMIC DEVELOPMENT CORPORATION OF LEA COUNTY**

WHEREAS, LESSOR and LESSEE on May 2, 1983, entered into that certain Lease Agreement relating to certain property situated at Hobbs Industrial Air Park, and

WHEREAS, LESSEE did sub-lease a portion of the leased premises to Board of Commissioners of the County of Lea, New Mexico for the express purposes of developing and operating a solid waste convenience center, and

WHEREAS, LESSOR and LESSEE on April 2, 2001, modify the May 2, 1983 lease relating to certain property situated at Hobbs Industrial Airpark, and

WHEREAS, LESSOR has created a Subdivision, the Hobbs Industrial Airpark Subdivision, Phase 1, which encompasses a large portion of the original 1983 lease including that area sub-leased by Lessee to the Board of Commissioners of the County of Lea, New Mexico for the express purposes of developing and operating a solid waste convenience center, and

WHEREAS, the existing Lease is hereby modified to replace the metes and bounds description with the legal descriptions created with the approval of the Hobbs Industrial Airpark Subdivision, Phase 1 and to include both Lots H and I as the sub-leased premises and all other tenants of the existing Lease to remain the same

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 Modification of Lease Agreement, which is attached hereto and made a part of this Agreement as Exhibit #1 and the Mayor, and/or his designee, is hereby authorized to execute the same.
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 2<sup>nd</sup> day of October, 2023.

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

ATTEST:

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

**MODIFICATION OF LEASE AGREEMENT**

This Modification of Lease Agreement is executed this 3<sup>rd</sup> day of May, 2021, by and between the City of Hobbs, New Mexico, a municipal corporation (hereinafter referred to as "LESSOR"), and the Economic Development Corporation of Lea County, New Mexico (hereinafter referred to as "LESSEE").

WHEREAS, LESSOR and LESSEE on May 2, 1983, entered into that certain Lease Agreement relating to certain property situated at Hobbs Industrial Air Park, and

WHEREAS, LESSEE did sub-lease a portion of the leased premises to Board of Commissioners of the County of Lea, New Mexico for the express purposes of developing and operating a solid waste convenience center, and

WHEREAS, LESSOR and LESSEE on April 2, 2001, modify the May 2, 1983 lease relating to certain property situated at Hobbs Industrial Airpark, and

WHEREAS, LESSOR has created a Subdivision, the Hobbs Industrial Airpark Subdivision, Phase I, which encompasses a large portion of the original 1983 lease including that area sub-leased by Lessee to the Board of Commissioners of the County of Lea, New Mexico for the express purposes of developing and operating a solid waste convenience center, and

NOW, THEREFORE, it is agreed by the LESSOR and LESSEE that:

The existing Lease is hereby modified to replace the metes and bounds description with the legal descriptions created with the approval of the Hobbs Industrial Airpark Subdivision, Phase I and to include both Lots H and I as the sub-leased premises, described as follows:


**Lot H and I of the Hobbs Industrial Airpark Subdivision, Phase 1, City of Hobbs, Lea County, New Mexico.**

all other tenants of the existing Lease to remain the same.

**City of Hobbs**

**Economic Development Corporation  
of Lea County**

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

\_\_\_\_\_  
By:   
Jennifer Grassham

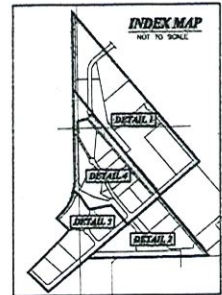
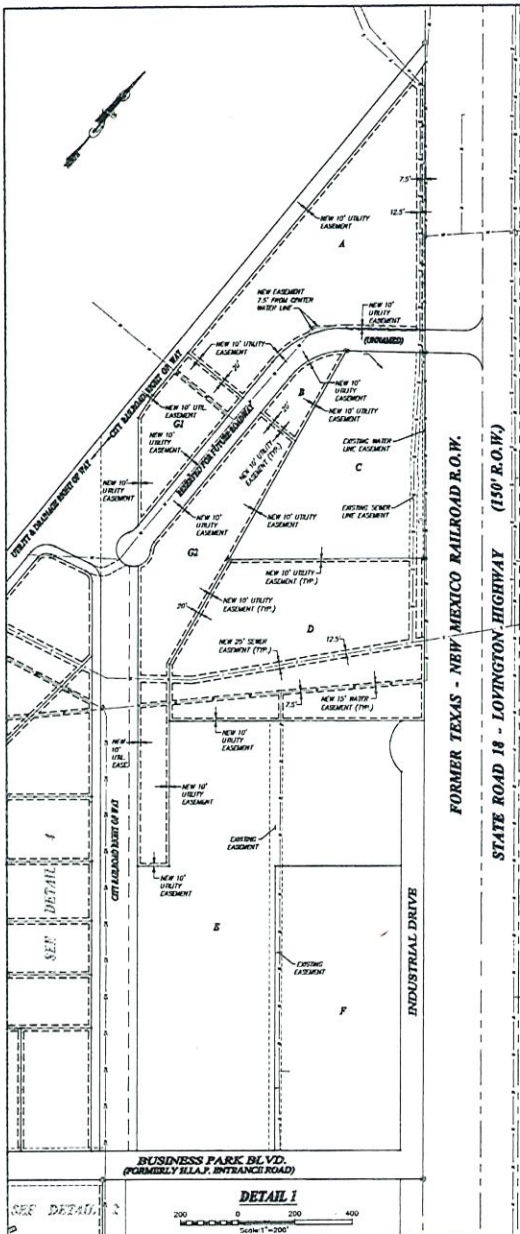
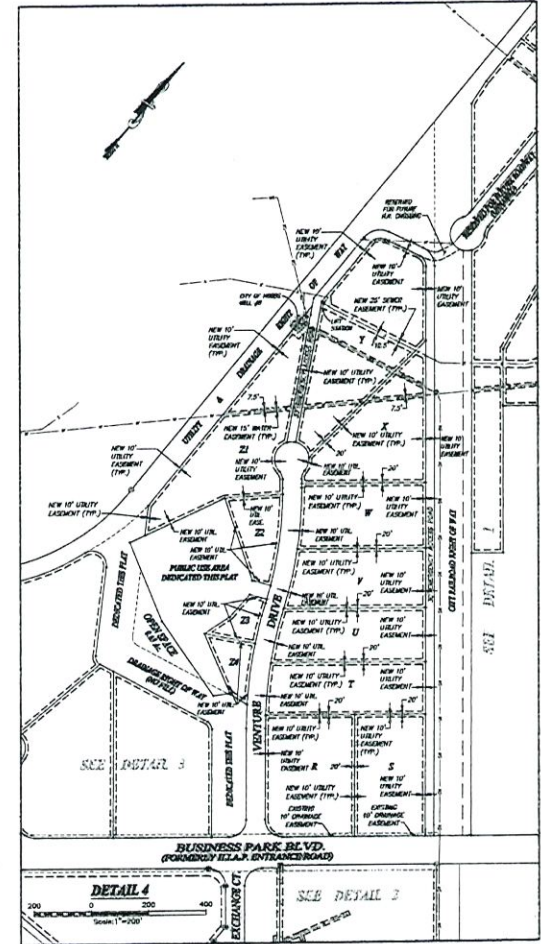
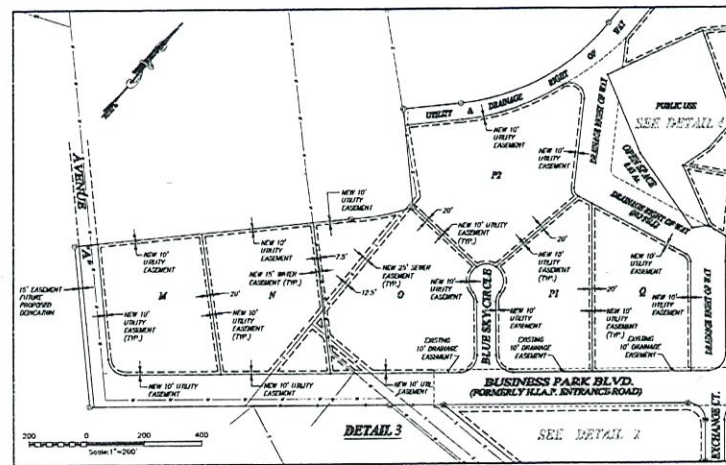
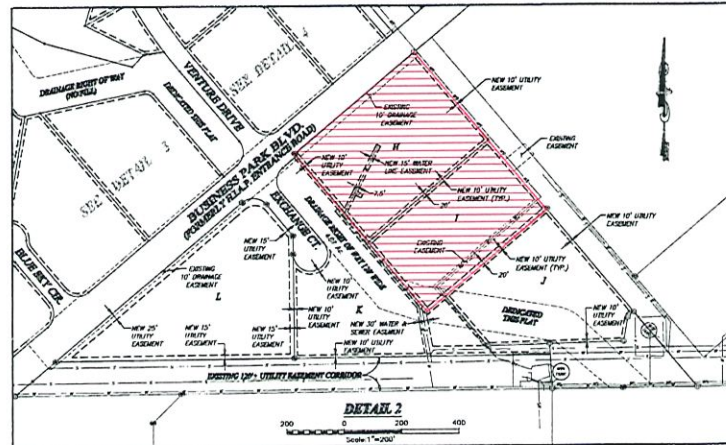


# HOBBS INDUSTRIAL AIRPARK SUBDIVISION, PHASE 1

## CITY OF HOBBS, LEA COUNTY, NEW MEXICO

### NOTE

- 1) UTILITY LOCATIONS SHOWN ARE FROM INFORMATION OBTAINED FROM THE CITY OF HOBBS, DEPARTMENT OF PUBLIC WORKS AND FIELD SURVEY OBSERVATIONS.
- 2) NEW UTILITY EASEMENTS ARE 10' WIDE UNLESS NOTED OTHERWISE. NEW EASEMENTS FOR EXISTING SENIOR LINES ARE 25' WIDE, BEING 12.5 FEET EACH SIDE OF THE ACTUAL FACILITY LOCATION, UNLESS NOTED OTHERWISE. NEW EASEMENTS FOR EXISTING WATER AND WELL LINES ARE 15' WIDE, BEING 7.5 FEET EACH SIDE OF THE ACTUAL FACILITY LOCATION, UNLESS NOTED OTHERWISE. IN THE UNLESSY EVENT THAT THE CITY UTILITY/FACILITY MAY BE LOCATED OUT OF THE LOCATION SHOWN HEREON OR IS NOT SHOWN HEREON, THE CONTIGUOUS OF THE EASEMENT FOR ANY SUCH CITY FACILITY SHALL BE DETERMINED BY THE ACTUAL LOCATION OF THE FACILITY.



- ### LEGEND
- DENOTES SET 1/2" ST. ROD WITH PWC YELLOW CAP MARKED "INSC PS 12041"
  - DENOTES FOUND 1/2" ST. ROD WITH PWC YELLOW CAP MARKED "INSC PS 12041" UNLESS NOTED OTHERWISE
  - DENOTES EXISTING WATER LINE
  - DENOTES EXISTING SENIOR LINE
  - DENOTES EXISTING WELL SUPPLY LINE
  - - - DENOTES EXISTING EASEMENT
  - - - DENOTES EXISTING EASEMENT

Sheet 2 of 2

PROFESSIONAL SURVEYOR  
**JOHN WEST SURVEYING COMPANY**  
 1020 N. W. 10TH ST.  
 HOUSTON, TEXAS 77002  
 (713) 865-1111

E-3245A  
 STATE OF NEW MEXICO  
 COUNTY OF LEA  
 FILED:  
 December 24 2008  
 AT 11:24 O'CLOCK A.M.  
 AND RECORDED IN:  
 BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 MELINDA HUGHES  
 LEA COUNTY CLERK  
 BY: [Signature] DEPUTY

104888  
 5-11-16

**SUBLEASE CONTRACT WITH OPTIONS TO RENEW**

THIS CONTRACT IS MADE AND ENTERED INTO and effective as of the 1st day of December, 1999, by and between Economic Development Corporation of Lea County, a New Mexico corporation, hereinafter called Lessor (Lessee under that certain lease between it and the City of Hobbs) and the Board of Commissioners of the County of Lea, New Mexico, a New Mexico political subdivision, hereinafter called Lessee.

1. **DEMISE, TERM AND RENT.** The Lessor, for and in consideration of the rents to be paid and the covenants and agreements to be kept and performed by the Lessee, does hereby lease, with the consent of the City of Hobbs, unto the Lessee a 5.05 acre tract, more or less, for a convenience station located upon the real property commonly known as HIAP, Lovington Highway, Hobbs, New Mexico, and more particularly described and depicted upon the Plat of Pettigrew and Associates attached hereto as Exhibit A, for a term of thirty (30) years commencing December 1, 1999, and ending November 30, 2029. Rent in the amount of \$1.00 per year shall be payable in advance.

2. **LESSOR'S COVENANTS.** The Lessor, in consideration of the leasing of the premises aforesaid by the Lessee, covenants and agrees with the Lessee:

- (a) **Peaceable Possession.** That the Lessee on paying the rent and keeping the covenants on Lessee's part to be kept and performed as herein provided, shall



and may peaceable and quietly have, hold and enjoy the demised premises during the term hereof.

- b) Personal Property. All personal property moved onto the premises by the Lessee shall continue to be the property of the Lessee.

3. LESSEE'S COVENANTS. The Lessee, in consideration of the leasing of the premises aforesaid by the Lessor covenants and agrees with the Lessor:

- (a) Payment of Rent. That Lessee will pay this rent at the time and in the manner aforesaid, except only in case of fire or other unavoidable casualties as hereinafter provided.
- (b) Removal of Property. All personal property moved onto the demised premises by the Lessee shall continue to be the property of the Lessee and will be removed by Lessee at the expiration or termination of this lease or any renewal or extension hereof. At Lessee's own cost and expense Lessee will repair all damage done to the premises resulting from its occupancy and in the removal of such property.
- (c) Utilities. Lessee shall pay all billings for utility services, if any, delivered to the premises.
- (d) Indemnity. That Lessee will indemnify the Lessor against any claim caused by Lessee's negligence and will carry insurance in the amount of at least \$1,000,000.00 combined single limits and provide satisfactory proof of insurance to Lessor on Lessor's demand and to the City of Hobbs on demand by the City of Hobbs. Lessor and the City of Hobbs shall be named co-loss-payees on all policies.
- (e) Alterations and Additions. That Lessee shall be allowed to perform certain additions and alterations to the premises. The plans and

specifications relating thereto shall be submitted to Lessor for approval prior to commencement of said additions or alterations. Lessee shall not, without Lessor's prior written consent, make any alterations, improvements, additions, or utilities installations in, on or about the Premises.

Any alterations, improvements, additions or utility installations in, on or about the premises that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form, with proposed detailed plans. If Lessor shall give its consent, such consent shall be deemed conditioned upon Lessee's acquisition of a permit to do so from the proper governmental authority, and Lessee shall furnish of a copy thereof to Lessor prior to the commencement of said permit in a prompt and expeditious manner.

Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use in the premises. Lessee shall give Lessor not less than ten (10) days notice prior to the commencement of any work within the premises estimated to cost more than \$2,000.00 and Lessor shall have the right to post notices of nonresponsibility in or on the premises as provided by law. In the event that any mechanic's lien is filed against the premises or the building of which the same forms as part for work claimed to have been done for or materials furnished to Lessee, such lien shall be discharged by Lessee within sixty (60) days thereafter at Lessee's expense by filing such bond as may be required by law. Additionally, Lessee at its own expense shall have the right to contest the validity of any such lien or claim for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use in the premises.

- (f) Inspection by Lessor. That it will permit the Lessor at reasonable times to enter and inspect the premises.

- (g) Yield up Premises. That at the expiration of this lease and extensions or renewals hereof Lessee will peaceably yield up to the Lessor the premises in as good repair and condition as the same are now.
- (h) Insurance. That Lessee will provide fire insurance upon its contents and buildings.
- (i) Environmental Compliance. That Lessee warrants that its use will not require the installation of either above-ground or below-ground fuel tanks. Lessee will do all things necessary to comply with environmental laws and will indemnify and hold Lessor harmless for any violation thereof.
- (j) Landscaping. That Lessee agrees to landscape the premises and to maintain the premises, and particularly the frontage of the premises, in an attractive manner.
- (k) Privacy Fencing. That Lessee agrees to erect whatever privacy fencing between adjoining tracts that Lessor may reasonably request at any time in the future.
- (l) Clean-Up. That Lessee agrees to clean up the premises regularly, in order to minimize loose trash and debris brought onto or blowing from the premises. In addition, Lessee agrees regularly to clean up other portions of the Lessor's property if such clean up is required by reason of trash and debris originally brought onto or blowing from the premises.

4. BINDING EFFECT ON HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS. It is expressly understood and agreed that all of the terms, provisions, conditions, covenants and agreements contained herein shall apply to and be binding upon the parties hereto and their assigns and successors. The Lessee may sublet the

premises or assign this lease in whole or in part without the prior written consent of the Lessor thereto, but in such event Lessee will remain responsible for all the covenants on its part to be fulfilled hereunder.

5. TERMINATION. Should Lessee default in the payment of any portion of the rent or any of the other covenants, agreements or conditions herein and remain in default after 10 day's written notice thereof, Lessor may re-enter and take possession of said premises, remove all persons therefrom, distrain for any rent, damages, or other sums owing Lessors any property located on the premises, and terminate this lease, whereupon Lessee shall quit and surrender peaceably the premises to Lessor after fulfilling Lessee's obligations to remove personal property and, if requested, buildings from the property.

6. NONWAIVER. All remedies of Lessor hereunder are cumulative and are not exclusive of any other remedy to which Lessor may be lawfully entitled. Lessor's failure to require strict performance of any agreement, covenant, or condition of this lease, or Lessor's receiving of rent with knowledge of the breach of any agreement, covenant, or condition hereof shall not be deemed a waiver of such breach and shall not prevent Lessor from thereafter terminating this lease or otherwise demanding strict performance of its terms either for such breach or for prior or

subsequent breaches hereof, nor shall it constitute a waiver of any rights of Lessor at law.

7. OPTIONS TO RENEW. At any time before the end of the primary term hereof, and at any time before the end of one secondary term resulting from one exercise of this option, if Lessee is not then in default, Lessee or its assigns shall have the right and option to renew this lease for an additional term of thirty (30) years at the same yearly rental and other terms and conditions herein specified by delivering or mailing written notice of the exercise of the option to Lessor at the address hereafter specified. Except by express, written consent of the Lessor, the entire term, whether such entire term be primary or by exercise of options, or any combination thereof, shall not exceed ninety (90) years. Only two (2) thirty-year options are available under the terms hereof.

8. ENTIRE AGREEMENT. The parties acknowledge that this contract incorporates all of the agreements and understandings of the parties, which have been merged into this contract. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this contract.

9. AMENDMENTS. This contract shall not be amended except by instrument executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed these presents  
on the day and year below-indicated.

ECONOMIC DEVELOPMENT CORPORATION  
OF LEA COUNTY

by 

President

P.O. Box 1376  
Hobbs, New Mexico 88241

BOARD OF COMMISSIONERS OF THE  
COUNTY OF LEA

by 

Chairman (title)  
Lea County Board of Commissioners

Lea County Courthouse  
Lovington, New Mexico 88260

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

The foregoing instrument was acknowledged before me this 11th day of September, 2000, by Robert D. Caldwell, President of Economic Development Corporation of Lea County, a New Mexico corporation, on behalf of the corporation.

My Commission Expires:

9-27-2002

[Signature]  
NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this 21st day of August, 2000, by Ken Batson, Chairman of the Board of Commissioners of the County of Lea, a New Mexico political subdivision, on behalf of the political subdivision.

My Commission Expires:

8-30-2001

Melinda Hughes  
NOTARY PUBLIC

