

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

March 4, 2024



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

Monday, March 4, 2024 - 6:00 p.m.

Sam D. Cobb, Mayor

R. Finn Smith
Commissioner – District 1

Christopher R. Mills
Commissioner – District 2

Larron B. Fields
Commissioner – District 3

Joseph D. Calderón
Commissioner – District 4

Dwayne Penick
Commissioner – District 5

Don R. Gerth
Commissioner – District 6

A G E N D A

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

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the February 20, 2024, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

2. Lifesaving Awards Presented to CORE Aquatics Staff – Caleb Zapata, Alan Sanchez and Michael Dominguez (*Doug McDaniel, Recreation Director*)
3. Proclamation Proclaiming March 4, 2024, as the Beginning of “Keep Hobbs Beautiful Initiative” (*Larry the Litterbug*)

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. 7446 – Relating to the Disposition of Obsolete, Worn-Out and Unusable Personal Property (Library Books) *(Toby Spears, Finance Director)*
5. Resolution No. 7447 – Approving the Vacation and Replat of an Alleyway Within Block 46 of the First Unit of the Humble City Subdivision Located Outside of the Municipal Boundaries *(Todd Randall, City Engineer)*

DISCUSSION

6. 2024 Legislative Update *(Senator Steve McCutcheon)*

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

7. Resolution No. 7448 – Approving a Development Agreement with Stuard Development, LLC, Concerning the Development of Market Rate Single-Family Housing *(Todd Randall, City Engineer)*
8. Resolution No. 7449 - Approving a Development Agreement with Lemke Development, Inc., Concerning the Development of Market Rate Single-Family Housing *(Todd Randall, City Engineer)*
9. Consideration of Approval to Purchase Automated Water Meters and Verizon Cellular LTE Registers from Water Meters of New Mexico, LLC, in the Amount of \$2,363,825.00 (Not Including NMGRT) Utilizing New Mexico Statewide Pricing Agreement No. 00-0000-20-00114 *(Tim Woomeer, Utilities Director)*

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

10. Next Meeting Date:
 - City Commission Regular Meeting:
 - **Monday, March 18, 2024, 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: March 4, 2024

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: February 28, 2024
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular City Commission meeting held on February 20, 2024

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 Tuesday, February 20, 2024, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also broadcast via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

Mayor Pro Tem Joseph D. Calderón 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:

Commissioner R. Finn Smith
Commissioner Christopher Mills
Commissioner Larron B. Fields
Commissioner Dwayne Penick
Commissioner Don Gerth

Absent: Mayor Sam D. Cobb

Also present: Manny Gomez, City Manager
Valerie Chacon, City Attorney
Bobby Arther, Municipal Judge
August Fons, Police Chief
Shane Blevins, Deputy Police Chief
Danny Garrett, Police Captain
Marina Barrientes, Police Captain
Jessica Silva, Code Enforcement Superintendent
Mark Doporto, Fire Chief
Chris Henry, Battalion Chief
Toby Spears, Finance Director
Todd Randall, City Engineer
Tim Woomer, Utilities Director
Nicki Lawless, Library Director
Bryan Wagner, Parks and Open Spaces Director
Lou Maldonado, Parks and Open Spaces Superintendent
Matt Hughes, Rockwind Superintendent
Doug McDaniel, Recreation Director
Ben Kirkes, Golf Professional
Nicholas Goulet, Human Resources Director
Tracy South, Assistant HR Director
Julie Nymeyer, Executive Assistant
Shelia Baker, General Services Director
Christa Belyeu, I. T. Director
Meghan Mooney, Communications Director
Jan Fletcher, City Clerk
Amelia Maldonado, Deputy City Clerk
Rose Galavez, Asst. Deputy City Clerk
8 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Mayor Pro Tem Calderón stated he would chair the meeting tonight as Mayor Pro Tem in the absence of Mayor Cobb. He stated he would be leaving shortly to attend the regular meeting of the Hobbs School Board. Mayor Pro Tem Calderon appointed Commissioner Dwayne Penick to serve as the Temporary Presiding Officer to chair the remainder of the meeting when he leaves.

Commissioner Mills moved the minutes of the regular meeting of February 8, 2024, be approved as written. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes. The motion carried.

Proclamations and Awards of Merit

Mr. Manny Gomez, City Manager, recognized the following employees for their Milestone Service Awards for the Month of January, 2024:

- 5 years – Alfredo Hernandez, General Services Department
- 5 years – Gabriel Jurado, I. T. Department
- 15 years – Peter Zacharias, Utilities Department
- 15 years – Georgina Munoz, Motor Vehicle Department

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

Public Comments

Ms. Nancy Luna, a citizen, expressed concern regarding the continued war in Israel and encouraged Senator Gallegos and other leaders to support a cease fire.

Mayor Pro Tem Calderón left the Commission Meeting to attend the School Board Meeting at 6:15 p.m. He designated Commissioner Penick to serve as the Temporary Presiding Officer to chair the remainder of the meeting.

Consent Agenda

Mayor Pro Tem Penick explained the process for the consent agenda which is reserved for items which are routine when the agenda is lengthy. He stated any member of the Commission may request an item to be transferred to the regular agenda from the consent agenda without discussion or vote.

Resolution No. 7443 – Authorizing Out of State Travel for Mayor Sam Cobb to Tour a Behavioral Health Facility in Miami, Florida

Commissioner Smith stated Mayor Cobb was unable to attend the meeting tonight. While he has received calls of concern about the trip, Commissioner Smith expressed support for the trip to Florida to gather information which will be valuable to the Commission.

Commissioner Mills stated a lack of behavioral health support in Hobbs is a big concern and the root issue of many problems. He stated a fact finding trip would be of great benefit to everyone on this topic.

Commissioner Smith moved for approval of the following Consent Agenda item(s):

Commissioner Fields seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Gerth yes. The motion carried. A copy of the resolution is attached and made a part of these minutes.

Discussion

Mr. Doug McDaniel, Recreation Director, presented the 2023 Annual Report for the City of Hobbs' Recreation Department. Mr. McDaniel stated the Recreation Department consists of the following departments: Aquatics, CORE, Recreation, Rockwind Community Links Club House, Senior Center and Teen Center. He shared all the highlights for each department in 2023 and also the goals for 2024.

Action Items

Resolution No. 7444 – Accepting and Approving the FY 2023 Audit

Mr. Toby Spears, Finance Director, stated the City is seeking approval and acceptance of the FY 23 Audit. He stated the City received an unmodified opinion from its auditors with no audit findings which is exceptional. He stated the City has received approval from the State Auditor authorizing release of the audit. He then introduced Mr. Farley Vener of Hinkle + Landers, PC, who will telephonically review the City's FY 23 Audit.

Mr. Vener explained the scope of the audit procedures to review the City's Financial Statement. He stated the City received an unmodified clean opinion which is a very good rating and shows the City is in full compliance with all of its audit procedures. Mr. Vener stated there were some new accounting practices implemented, GASB 96 and GASB 94. He stated the City's audit is available for the public to view on the website of the Office of the State Auditor. Mr. Vener reviewed the City's financial position through the use of a PowerPoint presentation. He stated there are no material weaknesses or deficiencies noted in the Federal Awards and the City qualified as a low-risk auditee. He thanked the City for its good audit and cooperation during the process.

Commissioner Smith asked several questions related to the pension liability on the footnotes and information in the audit report. A lengthy discussion was held on this topic. Mr. Vener and Mr. Spears stated the report is very technical containing many assumptions and reliance is made upon the professionals who create the actuarial report. Mr. Spears stated the actuarial report is done every two years.

Commissioner Smith stated the pensions were complicated and he wanted to make sure everyone listening understands what is being said about the financial statements. He went on to speak about the assets, liabilities and cash inflows. A lengthy discussion was held on the pension and the pension assets.

There being no further discussion, Commissioner Smith moved that Resolution No. 7444 be adopted as presented approving the audit. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Gerth yes. The motion carried. Copies of the resolution and supporting documentation are attached. A copy of the audit is available online.

Resolution No. 7445 - Determining that Certain Properties are Ruined, Damaged and Dilapidated Requiring Remediation or Removal from the Municipality (1101 East Skelly, 1110 South Farquhar, 614 East Main, 711 East Seco, 305 South Avenue C, 700 South Jefferson, 407 North Thorp and 610 South 8th Street

Ms. Valerie Chacon, City Attorney and Ms. Jessica Silva, Code Enforcement Superintendent presented the resolution determining that certain properties are ruined, damaged and dilapidated requiring remediation or removal. The Hobbs Police Department-Community Services Division's continuing promotion of safety and clean-up efforts within the city limits, they have identified properties which present health, life and safety hazards, which warrant remediation. These properties are located at 1101 East Skelly, 1110 South Farquhar, 614 East Main, 711 East Seco, 305 South Avenue C, 700 South Jefferson, 407 North Thorp and 610 South 8th Street.

Ms. Chacon reviewed photographs and reported on the condition of each property. She stated the demolition and clean-up of these properties will cost approximately

\$176,567.80. The current budget in the Professional Services line item of the Environmental Budget (01340-42601) has an adequate balance to sustain the expenditure.

Following a short discussion, Commissioner Mills moved that Resolution No. 7445 be adopted as presented. Commissioner Fields seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Gerth yes. The motion carried. Copies of the resolution are attached and made a part of these minutes.

Consideration of Approval of Contract with RT Electric, Inc., in the Amount of \$291,090.37 (Including GRT) for Construction and Installation of the Pedestrian Hybrid Signals (HAWKs) at Bender/Brazos and Marland/Clinton Utilizing NMDOT State Pricing

Mr. Todd Randall, City Engineer, requested approval of a contract with RT Electric, Inc. He explained the contract and stated the City of Hobbs requested quotes from three vendors for construction and installation of the Pedestrian Hybrid Signals (HAWKs) at Bender/Brazos and Marland/Clinton utilizing NMDOT state pricing agreement. The low bid is RT Electric, Inc., in the amount of \$291,090.37 (including GRT). He stated the materials have been ordered and anticipated delivery is May of 2024. Construction will be coordinated with the Hobbs Municipal School at the time of material delivery.

There being no discussion, Commissioner Gerth moved to approve the contract with RT Electric, Inc., in the amount of \$291,090.37. Commissioner Mills seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Gerth yes. The motion carried. Copies of the supporting documents are attached and made a part of these minutes.

Comments by City Commissioners, City Manager

Mr. Manny Gomez, City Manager, announced in coordination and partnership with Keep New Mexico True, the City of Hobbs will host FREE Dumpster Days throughout the community. He provided the time and dates for each location. He expressed appreciation to the Environmental Enforcement and Code Departments for their work on litter and beautification. Mr. Gomez stated "LETS ALL WIN, TOSS IT IN THE BIN".

Mr. Gomez stated the 56th Legislature ended February 15, 2024. He announced the Emergency Medical Services bill passed and is waiting the Governor's signature. The Administrative Fee bill also passed and, if signed by the Governor, should see a return of about \$940,000.00 to the City of Hobbs. He stated several other bills passed both chambers and are awaiting action by the Governor's Office.

Commissioner Gerth gave kudos to the Hobbs News-Sun for a recent story that led to the recovery of a young lady's high school class ring.

Commissioner Fields questioned Mr. Gomez as to the time span of homes being demolished and removed. Mr. Gomez and Ms. Chacon gave a short explanation as to the condemnation and demolition process.

Mayor Pro Tem Penick commented on the growing amount of litter around town, and he requested all citizens to should pick up trash when it is observed and for everyone to be a good neighbor.

ADJOURNMENT

There being no further business or comments, Commissioner Smith moved that the meeting adjourn. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Gerth yes. The motion carried and the meeting adjourned at 7:30 p.m.

SAM COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



PROCLAMATIONS

AND

**AWARDS OF
MERIT**

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, Larry the Litterbug is both a Community hero and the mascot for the keep Hobbs Beautiful program; and

WHEREAS, Larry the Litterbug promotes keeping Hobbs Schools, parks and neighborhoods litter free through disposing of our garbage properly and encourages all to participate in community beautification; and

WHEREAS, Larry the Litterbug along with his friends from Code Enforcement and Animal Control will be visiting preschools and elementary students to educate them about the negative impacts of littering and

WHEREAS, Larry the Litterbug's 2024 Keep Hobbs Beautiful Tour has him making an impact on 2,944 youth of Hobbs and we hope for the opportunity to increase that number with more school visits, summer programs like P.A.C.T. and story time hosted at the Hobbs Public Library and community events hosted by the Hobbs Animal Adoption Center as well as at the CORE; and

WHEREAS, Larry the Litterbug is here to spread litter awareness. It is easy for all of us to say that we won't litter, but sometimes, littering is accidental, such as lightweight articles that fly out of truck beds, car windows or food wrappers and tissues that fall out of our pockets; and

WHEREAS, Awareness is the first tool in litter reduction and that's why Larry the Litterbug would like you all to join him on signing our very first community Anti-Litter Pledge; and

NOW, THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim March 4th, 2024 as the beginning of,

"Keep Hobbs Beautiful Initiative"

And urge the citizens of Hobbs to help to participate in keeping our community beautiful.

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of March, 2024, and cause the seal of the City of Hobbs to be affixed hereto.

SAM D. COBB, Mayor

ATTEST:



JAN FLETCHER, City Clerk





CONSENT AGENDA



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 4, 2024

SUBJECT: Removal Obsolete, Worn-Out, and Unusable Personal Property.(Library Books)
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: February 23, 2024
SUBMITTED BY: Toby Spears, Finance Director

Summary:

The City desires to delete from its public inventory and dispose of the items of personal property set forth upon Exhibit A, (Library Books) attached hereto and incorporated herein by reference, and the governing body hereby makes the official, specific finding that each item of property on the attached list: (1) is obsolete and of no value; and (2) is worn-out, unusable, or obsolete to the extent that the item is no longer economical or safe for continued use by the City of Hobbs; and (3) that all such items should be deleted from the City's public inventory and sold at a public auction in Hobbs, New Mexico;Public auction is set for April 27, 2024.

Fiscal Impact:

Reviewed By: _____

Finance Department

The proceeds from the Auction will be receipted into the General Fund, with the exception that any assets associated with grant funds will be applied to the special revenue funds where the purchase originated.

Attachments:

- Resolution
- Estimated Valuation of Library Books (fully depreciated)

Legal Review:

Approved As To Form: _____

Valerie S. Chacon

City Attorney

Recommendation:

Motion to approve Resolution.

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: _____
File No. _____ Denied

CITY OF HOBBS

RESOLUTION NO. 7446

A RESOLUTION RELATING TO DISPOSITION OF OBSOLETE,
WORN-OUT AND UNUSABLE PERSONAL PROPERTY

BE IT RESOLVED by the governing body of the City of Hobbs, New Mexico, that:

A. The City desires to delete from its public inventory and dispose of the items of personal property set forth upon Exhibit A (Library Books), attached hereto and incorporated herein by reference, and the governing body here by makes the official, specific finding that each item of property on the attached list:

- (1) Is obsolete and of no value; and
- (2) Is worn-out, unusable, or obsolete to the extent that the item is no longer economical or safe for continued use by the City of Hobbs; and
- (3) That all such items should be deleted from the City's public inventory and sold at public auction in Hobbs, New Mexico; and

B. Pursuant to the provisions of N.M.S.A § 13-6-1 of the governing body of the City of Hobbs, as a prerequisite to its action making such deletion and disposition of the items of personal property, hereby designates a committee of three officials from this governing body, namely DWAYNE PENICK , LARRON FIELDS , and DON GERTH , to approve and oversee the disposition of the property this finding is duly sworn and subscribed under oath by the Mayor and each member of the City Commission.

C. A copy of this official finding and proposed disposition of the property sought to be disposed of shall be made a permanent part of the official minutes of the governing body.

PASSED, ADOPTED AND APPROVED THIS 4th day of March, 2024.

Sam Cobb, Mayor

ATTEST:

JAN FLETCHER, City Clerk

*EXHIBIT
A*

CAPITAL ASSET VALUES LIST

ASSET	3812	LIBRARY HOLDINGS	
CONDITION		LAST APPRAISAL VALUE	941,094.00
ACQUIS METHOD	PU PURCHASED	START OF YEAR VALUE	.00
INSTALL DATE	12/30/1990	CURRENT BOOK VALUE	.00
LAST INVEN DATE		EST. SALVAGE VALUE	.00
EST USEFUL LIFE	10	REPLACEMENT COST	941,094.00
CAPITALIZE?(Y/N)	Y	SCHEDULED REPL DATE	12/30/2000
TITLEHOLDER		DEPRECIATE?(Y/N)	Y
DISPOSAL DATE		DEPRECIATION METHOD	1 YEARLY STR-LIN
DISPOSAL CODE		DEPRECIATION PRIN	941,094.00
DISPOSAL PRICE	.00	LTD ACCUM DEPR	941,094.00
SALE PRICE	.00	PERIODS TAKEN	120
OPERATIONS COST	.00	FIRST YR/PER	1991/06
PER (UNITS)		LAST YR/MO	2001/12

** END OF REPORT - Generated by DEBORAH CORRAL **

EXHIBIT
A

	<i>(estimated)</i>		
	<i># of items removed</i>	<i>avg cost</i>	<i>estimated cost</i>
<i>Books</i>	19,350.00	14.50	280,575.00
<i>Books on Cassette</i>	-	5.99	-
<i>CD Books</i>	300.00	30.00	9,000.00
<i>DVD's</i>	350.00	12.99	4,546.50
<i>Music CD's</i>		9.99	-
<i>Periodicals</i>		3.99	-
<i>VHS</i>		9.99	-
	<u>20,000.00</u>		<u>294,121.50</u>

cost of withdrawn items

294,121.50 **Fully depreciated**



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 4, 2023

SUBJECT: RESOLUTION APPROVING THE VACATION AND REPLAT OF AN ALLEYWAY WITHIN BLOCK 46 OF THE FIRST UNIT OF THE HUMBLE CITY SUBDIVISION.

DEPT. OF ORIGIN: Engineering Division
DATE SUBMITTED: February 26, 2024
SUBMITTED BY: Todd Randall - Engineering Department

Summary: The Property Owner is requesting the vacation and replat of an alleyway within Blocks 46 of the First Unit of the Humble City Subdivision. This vacation, if approved, will allow the transfer fee simple ownership to the vacated property to the adjacent property owner. The public property proposed to be vacated is outside of the Municipal Boundaries but within the ETJ, therefore any remuneration owed would go to the County. The Planning Board reviewed this issue on February 20, 2024 and voted 5 to 0 to recommend approval.

Fiscal Impact: Reviewed By: Finance Department

The property proposed to be vacated is located outside the Municipal Boundaries, therefore any remuneration owed would go to the County.

Attachments: Resolution, Vacation\Replat and Planning.

Legal Review: Approved As To Form: Valerie S. Chacon City Attorney

Recommendation: Consideration of Approval of the Resolution to approve the Vacation\Replat, as recommended by the Planning Board.

Approved For Submittal By:

Digitaly signed by Todd Randall
DN: C=US, E=trandall@hobbsnm.org, O=City of Hobbs, OU=Engineering Dept., CN=Todd Randall
Location: City Hall
Reason: I am approving this document
Contact info: 505.325.1100
Date: 2024.02.26 09:36:19-0700
Todd Randall
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. 7447.

A RESOLUTION APPROVING THE VACATION AND REPLAT OF AN ALLEYWAY WITHIN BLOCKS 46 OF THE FIRST UNIT OF THE HUMBLE CITY SUBDIVISION.

WHEREAS, The adjacent property owner is requesting the vacation and replat of an alleyway within Blocks 46 of the First Unit of the Humble City Subdivision, comprising +/- .14 acres of vacation; and

WHEREAS, the Vacation\Replat was then reviewed and recommended for approval by the City of Hobbs Planning Board at the February 20, 2024 meeting; and

WHEREAS, the City Commission has determined that the vacation and replat of an alleyway within Block 46 of the First Unit of the Humble City Subdivision, comprising +/- .14 acres of vacation, will not adversely affect the interests or rights of persons in contiguous territory or within the subdivision and the title of those lands in the vacated area may be transferred in fee simple to the owner of the adjacent lots thereto.

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

1. The City of Hobbs hereby approves the Vacation\Replat as attached hereto and made a part of this Resolution.

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 4th day of March, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

BLOCK 46A
2.07 Acs ±

ACKNOWLEDGMENT

STATE OF NEW
COUNTY OF LEA

THIS INSTRUMENT
2024 A.D., BY AND FOR

NOTARY PUBLIC

VACATION OF
TO HUMBLE

CERTIFICATION

STATE OF NEW
COUNTY OF LEA

I, KEITH MANES, I
CERTIFY THAT
FIRST UNIT OF
APPROVED BY

KEITH MANES, I

ACKNOWLEDGMENT

STATE OF NEW
COUNTY OF LEA

THIS INSTRUMENT
2024 A.D., BY KEITH

NOTARY PUBLIC

S89°33'34"W 300.00'

TEXAS STREET

(60' R.O.W., UNIMPROVED)

S00°43'10"E 300.00'

ORIGINAL LOT AND BLOCK DESIGNATIONS:

SKELLY STREET
(60' R.O.W., UNIMPROVED)

N89°33'34"W 299.99'

12 11 10 9 8 7 6 5 4 3 2 1

IVAN CABELLO
(BK. 2148, PG. 640)

BLOCK 46

20' ALLEY - VACATED THIS PLAT

LEA AVENUE
60' R.O.W., UNIMPROVED

N00°42'58"W 300.00'

S00°43'10"E 300.00'

CERTIFICATION

THIS VACATION

LEA COUNTY, NEW

CHAIRMAN: WILSON

ACKNOWLEDGMENT

STATE OF NEW
COUNTY OF LEA

THIS INSTRUMENT
2024 A.D., BY WILSON

NOTARY PUBLIC

CERTIFICATION

I, JAN FLETCHER
LEA COUNTY, NEW
PORTION OF THE
NEW MEXICO, V
No. _____

DISCUSSION



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 4, 2024

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

DEPT. OF ORIGIN: Engineering Division
DATE SUBMITTED: February 26, 2024
SUBMITTED BY: Todd Randall – Engineering Department

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

Fiscal Impact: Reviewed By: Finance Department
Budget Available \$211,381.00
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: Todd Randall, 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. 7448.

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH STUARD DEVELOPMENT, LLC. 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. 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 4th day of March, 2024.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk

MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into on this 4th day of March 2024 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and Stuard Development LLC., 1702 W. Poco, 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 Stuard Development LLC., 1702 W. Poco, 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



Trinity Estates.





CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 4, 2024

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

DEPT. OF ORIGIN: Engineering Division
DATE SUBMITTED: February 26, 2024
SUBMITTED BY: Todd Randall – Engineering 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:

Budget Available \$211,381.00
Single Family Housing #010100-44901-170

Reviewed By:

Finance Department

Digitally signed by Valerie S. Chacon, DN: cn=Valerie S. Chacon, o=City of Hobbs, ou=Finance Director, email=vschacon@hobbsnm.org, c=US, Date: 2024.02.29 10:51:41 -0700

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:

Todd Randall

Deputy Director

City Manager

Digitally signed by Todd Randall, DN: C=US, E=trandall@hobbsnm.org, O=City of Hobbs, OU=Engineering Dept., CN=Todd Randall, Reason: I am approving this document, Contact Info: 575-397-9227, Date: 2024.02.29 10:51:41 -0700

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. 7449.

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. 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 4th day of March, 2024.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk

MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into on this 4th day of March 2024 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
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- b. Incentive not to exceed per unit basis:
 - i. \$5,000.00 per single family unit
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- 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);
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 - 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 be eligible for payment.

L. Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN and 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:

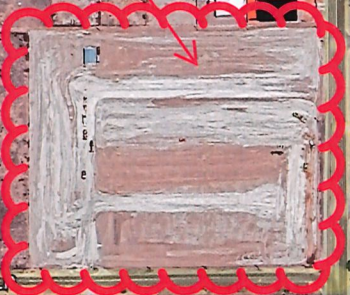
ATTEST:

APPROVED AS TO FORM:

JAN FLETCHER, City Clerk

Valerie Chacon, City Attorney

Final Plat Approval
(College Square)
proposed for 1st
meeting in April.



GHORN PARTY PAD

College Lane Elementary School

73

W Ponderosa Dr

W Ponderosa Dr

W College Ln

N Grimes St

N Grimes St

Google Earth



1000



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 4, 2024

SUBJECT: Purchase Automated Water Meters and Verizon Cellular LTE Registers
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: February 26, 2024
SUBMITTED BY: Tim Woomey, Utilities Director

Summary:

Utilizing the New Mexico State Pricing Department (SPD) Contract #00-00000-20-00114, the Utilities Department requests the purchase of the following S-30 Metron Automated Water Meters and Verizon LTE (VNLTE) cellular registers from Water Meters of New Mexico:

- Purchase 6,000 - 3/4" residential water meters equipped with Verizon LTE (VNLTE) cellular registers \$2,222,500.00
- Purchase 600 additional Verizon LTE (VNLTE) cellular registers for existing meters in stock \$141,325.00

Fiscal Impact: \$2,363,825.00 Not Including NMGR

Reviewed By: _____

Digitally signed by Toby Spears, CFE, CPA
DN: cn=Toby Spears, CFE, CPA, o=City of Hobbs, ou=Finance Director, email=tspears@hobbsnm.org, c=US
Date: 2024.02.26 11:01:11 -07'00'
Toby Spears
Finance Department

Funds for the purchase of Metron Automated Water Meters and Verizon LTE (VNLTE) cellular registers are currently budgeted in the FY 2023-2024 Enterprise Fund Budget.
Enterprise Fund Account Number 61-4061-44901-00091

Attachments:

- Quotes 520 and 521 from Water Meters of New Mexico (Ruidoso, NM)
- State Pricing Department (SPD) Contract 00-00000-20-00114

Legal Review:

Approved as To Form: _____

Valerie S. Chacon

City Attorney

Digitally signed by Valerie S. Chacon
DN: cn=Valerie S. Chacon, o.o.u, email=vchacon@hobbsnm.org, c=US
Date: 2024.02.26 13:43:51 -07'00'

Recommendation:

Approve the purchase of 6,000 Metron Automated Water Meters with Verizon LTE Registers and an additional 600 Verizon LTE Registers in the amount of \$2,363,825.00 from Water Meters of New Mexico utilizing State Pricing Department (SPD) Contract 00-00000-20-00114.

Approved for Submittal By:

Tim Woomey
Department Director

City Manager

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

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

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

Water Meters of New Mexico, LLC

Quotation

Attention: Brant Jones
 589 Gavilan Canyon Road
 Ruicoso, NM 88345

Date	Estimate #
2/15/2024	520

505-238-8012

Name / Address
City of Hobbs Accounts Payable 200 E. Broadway Hobbs, NM 88240

Project

Item	Description	Qty	Rate	Total
HOBBS--VN LTE-cel...	Digital Cellular Register LTE with 5 foot external antenna--With 10 Year prepaid Verizon cellular service VN REGISTER CHANGE OUT	500	225.00	112,500.00
HOBBS--VN LTE-cel...	Digital Cellular Register LTE with 5 foot external antenna--With 10 Year prepaid Verizon cellular service	100	285.00	28,500.00
Shipping	Shipping		325.00	325.00
State Of NM Price Ag...	Non-Taxable transaction certificate--any taxes due will be customer to state of NM Statewide Price Agreement #00-00000-20-00114-AF		0.00%	0.00
			0.00	0.00

--

Total	\$141,325.00
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Water Meters of New Mexico, LLC

Quotation

Attention: Brant Jones
 589 Gavilan Canyon Road
 Ruicoso, NM 88345

Date	Estimate #
2/15/2024	521

505-238-8012

Name / Address
City of Hobbs Accounts Payable 200 E. Broadway Hobbs, NM 88240

Project

Item	Description	Qty	Rate	Total
Hobbs--S-30-Resident...	Hobbs--S-30--5/8-3/4" Residential Meter with VNLTE-prepaid 10 year cellular Register, gallons, with 5' paddle antenna	6,000	370.00	2220000.00
Shipping	Shipping	1	2,500.00	2,500.00
State Of NM Price Ag...	Non-Taxable transaction certificate--any taxes due will be customer to state of NM Statewide Price Agreement #00-00000-20-00114-AF		0.00%	0.00
			0.00	0.00

Total \$2,222,500.00



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
8 Vendors

Number: 00-00000-20-00114

Amendment No.: Five

Term: October 20, 2020 – October 19, 2024

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Procurement Specialist: Kimberly A. Hunt-Brown

Telephone No.: (505) 490-3152

Email: Kimblery.Hunt-Brown@gsd.nm.gov

Invoice:
As Requested

Title: Cold Water Meters, Encoding & Reading Equipment & Utility System Software

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from October 20, 2023 to October 19, 2024 at the same price, terms and conditions.

Price Increases for Vendor (AB) Core & Main LP, see pages 2-3 for detail.

To Update Address for Vendor (AF) Brant Jones dba Water Meters of New Mexico, LLC

From:
PO Box 341
Ruidoso Downs, NM 88346

To:
589 Gavilan Canyon Road
Ruidoso, NM 88345

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

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 10/16/2023

Dorothy Mendonca
New Mexico State Purchasing Agent

(AB) Core & Main LP

Item	Article and Description	Current Price	New Price
1	Cold Water Meter Type: Positive Displacement		
	5/8-inch	\$260.26	\$273.27
	5/8x3/4-inch	\$260.26	\$273.00
	3/4-inch	\$309.81	\$325.30
	1-inch	\$357.17	\$385.74
	1-1/2-inch	\$717.26	\$738.77
	2-inch	\$845.94	\$905.15
5	Cold Water Meter Type: Ultrasonic		
	5/8-inch	\$318.46	\$328.01
	5/8x3/4-inch	\$318.46	\$328.01
	3/4-inch	\$341.58	\$348.41
	1-inch	\$383.43	\$394.93
	1-1/2-inch	\$759.52	\$797.49
	2-inch	\$866.75	\$910.08
	3-inch	\$2,653.06	\$2,759.18
	4-inch	\$3,366.01	\$3,500.65
	6-inch	\$5,468.46	\$5,687.19
6	Cold Water Meter Type: Compound		
	2-inch	\$2,134.91	\$2,220.30
	3-inch	\$2,856.35	\$2,970.60
	4-inch	\$3,643.81	\$3,789.56
	6-inch	\$5,797.75	\$6,029.66
8	Encoder-Type Remote-Registration Systems for Cold Water Meters;		
	1-99	\$101.24	\$105.28
	100-499	\$101.24	\$105.00
	500-999	\$92.81	\$96.52
	1,000-2,999	\$92.81	\$96.52
	3,000 or more	\$92.81	\$95.62
9	Portable Data-Acquisition Unit with Visual Display Unit; Belt Clip & Tablet	\$6,257.34	\$6,506.38
10	Remote Receptacle, Pitlid Mounted (including 6 foot signal transmission assembly)		
	1-99	\$28.08	\$29.20
	100-499	\$28.08	\$29.20
	500-999	\$28.08	\$29.20
	1,000-2,999	\$28.08	\$29.20
	3,000 or more	\$28.08	\$29.20
11	Remote Receptacle, Wall Mounted:		
	1-99	\$18.72	\$19.46
	100-499	\$18.72	\$19.46
	500-999	\$18.72	\$19.46
	1,000-2,999	\$18.72	\$19.46
	3,000 or more	\$18.72	\$19.46
12	Signal Transmission Wire & Connectors:		
	Qty 1,000 foot roll	\$181.61	\$188.87
	Connectors, per 100	\$66.44	\$130.00

Item	Article and Description	Current Price	New Price
16	Utility System Software, AMR - Monthly User Fee, if Applicable	\$208.34	\$216.67
20	Utility System Software, AMI - Monthly User Fee, if Applicable	\$445.85	\$534.99
25	Mobile RF Capable Reader MRX920 & Tablet	\$8,500.00	\$8,840.00
26	12 VDC Cigarette Lighter Adapter	\$175.00	\$182.00
27	Magnetic Mount Antenna	\$116.83	\$216.13
29	Fixed Network RF Capable Unit; (incl. Gateway, Solar or UPS, Connectors and 150' Cable)	\$11,000.00	\$15,290.00
30	Meter Transceiver Unit (including wiring Harness & any specialized mounting hardware)		
	1-99	\$136.74	\$142.20
	100-499	\$136.74	\$142.20
	500-999	\$131.63	\$136.89
	1,000-2,999	\$130.17	\$135.37
	3,000 or more	\$128.70	\$133.84
31	Integrated Encoder/RF interface unit, for indoor mounting (bid as add-on to all types of meters)		
	1-99	\$188.36	\$195.89
	100-499	\$180.81	\$188.04
	500-999	\$177.81	\$184.92
	1,000-2,999	\$173.29	\$180.22
	3,000 or more	\$173.29	\$180.22
32	Integrated Encoder/RF interface unit, for pit mounting (bid as add-on to all types of meters)		
	1-99	\$208.70	\$217.04
	100-499	\$201.51	\$209.57
	500-999	\$198.62	\$206.56
	1,000-2,999	\$194.31	\$202.08
	3,000 or more	\$194.31	\$202.08
33	Meter Transceiver Unit, Wall Mounted, Radio Read System		
	1-99	\$121.50	\$126.36
	100-499	\$121.50	\$126.36
	500-999	\$121.50	\$126.36
	1,000-2,999	\$119.11	\$123.87
	3,000 or more	\$117.53	\$122.23
38	Annual Equipment Support Fee, if applicable - List what is included in the Equipment Support:		
	Gateway	\$1,413.75	\$1,470.30
	Advantage II Want (no longer available)	N/A	N/A
	MRX920 Mobile Data Collector	\$1,921.25	\$1,998.10
	R900 Belt Clip Receiver	\$453.13	\$471.25
	Pocket ProReader	\$217.50	\$226.20