



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

**Monday, May 19, 2025 - 6:00 PM**

R. Finn Smith  
Commissioner - District 1  
Joseph D. Calderón  
Commissioner - District 4

Sam D. Cobb, Mayor  
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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**AGENDA**

City Commission Meetings are  
Broadcast Live on KHBX FM 99.3 Radio and  
View Online 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 May 5, 2025, Regular Meeting (*Jan Fletcher, City Clerk*)
2. Minutes of the May 5, 2025, Budget Work Session (*Jan Fletcher, City Clerk*)

**PROCLAMATIONS AND AWARDS OF MERIT**

3. Proclamation Proclaiming the Week of May 18 - 24, 2025 as "EMERGENCY MEDICAL SERVICES WEEK" in the City of Hobbs (*Sam Cobb, Mayor*)
4. Proclamation Proclaiming Monday, May 19, 2025, as "HOBBS HIGH SCHOOL eSPORTS DAY" in the City of Hobbs (*Sam Cobb, Mayor*)

5. Proclamation Proclaiming the Month of May, 2025, as "OLDER AMERICANS MONTH" in the City of Hobbs (*Sam Cobb, Mayor*)
6. Recognition of City Employees - Milestone Service Awards for the Month of May, 2025 (*Manny Gomez, City Manager*)
  - 5 years - Jason Herrera, Hobbs Police Department
  - 15 years - Bill Griffin, Utilities Department

**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.)

7. Resolution No. 7615 - Relating to the Disposition of Obsolete, Worn-Out and Unusable Personal Property for Sale at Public Auction on June 21, 2025 (*Toby Spears, Finance Director*)
8. Resolution No. 7616 - Relating to the Disposition of Obsolete, Worn-Out, and Unusable Personal Property (**DISPOSAL/REMOVAL**) (*Toby Spears, Finance Director*)
9. Resolution No. 7617 - Approving the Replat to Combine Two Tracts of Land and Vacate Easements on Property Located at 405 East Navajo Drive (*Todd Randall, Assistant City Manager*)

## **DISCUSSION**

10. ConocoPhillips - Presentation of 2025 Contribution of \$10,000.00 to the City of Hobbs Fire Department (*Tina Tiffany, ConocoPhillips Stakeholder Relations Adviser, and Sean Robinson, Supt. Production*)
11. Legislative Presentation - Senator David Gallegos

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

12. Resolution No. 7618 – Approving the FY 2025-2026 Preliminary Budget (*Deb Corral, Assistant Finance Director, Toby Spears, Finance Director*)

13. Resolution No. 7619 - Authorizing the Mayor to Execute an Agreement with Excalibur Oilfield Services, LLC, to Supply Effluent Reuse Water (*Tim Woomer, Utilities Director*)
14. Resolution No. 7620 - Approving a Second One-Year Extension of the Professional Services Agreement with KimJoy Group, LLC, for Management of the Operation of the Restaurant and Catering Service at Rockwind (*Doug McDaniel, Recreation Director*)
15. Resolution No. 7621 - Approving a Professional Services Agreement with the Hobbs Boys and Girls Club for FY 25-26 (*Doug McDaniel, Recreation Director*)
16. Resolution No. 7622 - Determining that Certain Properties are Ruined, Damaged and Dilapidated Requiring Removal from the Municipality (1620 East Dunn, 1620 1/2 East Dunn, 1008 North Leech, 1005 West Princess Jeanne, 1221 North San Andres, 1226 South Selman and 1226 South Starling) (*Amber Leija, Assistant City Attorney, Jessica Silva, Community Services Superintendent*)

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

17. Next Meeting Dates:

##### **City Commission Regular Meetings:**

- Monday, June 2, 2025, at 6:00 p.m.
- Monday, June 16, 2025, 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**  
STAFF SUMMARY FORM

MEETING DATE:  
**May 19, 2025**

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**SUBJECT:** Minutes of the May 5, 2025, Regular Meeting

**DEPT OF ORIGIN:** City Clerk

**DATE SUBMITTED:** 5/12/2025

**SUBMITTED BY:** Jan Fletcher, City Clerk

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**Summary:**

Minutes of the regular Commission meeting held on May 5, 2025.

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**Fiscal Impact:**

N/A

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**Attachments:**

May 5, 2025 - Minutes

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**Recommendation:**

Motion to approve the minutes.

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**Approved By:**

Jan Fletcher, City Clerk 5/12/2025

Manny Gomez, City Manager



Minutes of the regular meeting of the Hobbs City Commission held on Monday, May 5, 2025, in the City Commission Chamber, 200 East Broadway, 1<sup>st</sup> Floor Annex, Hobbs, New Mexico. This meeting was also broadcast via Livestream on the City's website at [www.hobbsnm.org](http://www.hobbsnm.org).

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

Mayor 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 Chris Mills  
Commissioner Larron B. Fields  
Commissioner Joseph D. Calderón  
Commissioner Dwayne Penick  
Commissioner Don Gerth

Also present:

Manny Gomez, City Manager  
Medjine Desrosiers-Douyon, Deputy City Attorney  
August Fons, Police Chief  
Marina Barrientes, Police Captain  
Evelyn Nunez, Community Service Assistant  
Mark Doporto, Fire Chief  
Ryan Herrera, Deputy Fire Chief  
Shawn Williams, Fire Marshal  
Tony Alarcon, Fire Inspector  
Anthony Henry, City Engineer  
Shannon Arguello, Municipal Court Administrator  
Shelia Baker, General Services Director  
Reanna Alarcon, Communications Director  
Chad Littlejohn, Marketing Coordinator  
Nichole Lawless, Library Director  
Bryan Wagner, Parks and Open Spaces Director  
Lou Maldonado, Parks Superintendent  
Matt Hughes, Rockwind Superintendent  
Doug McDaniel, Recreation Director  
Tim Woomer, Utilities Director  
Toby Spears, Finance Director  
Nicholas Goulet, Human Resources Director  
Tracy South, Assistant Human Resources Director  
Selena Estrada, Risk Management  
Christa Belyeu, I.T. Director  
Julie Nymeyer, Executive Assistant  
Jan Fletcher, City Clerk  
Rose Galavez, Assistant Deputy City Clerk  
Alyxandra Salas, City Clerk Record Specialist  
27 citizens

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

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

### **Approval of Minutes**

Commissioner Calderón moved the minutes of the regular meeting of April 21, 2025, to be approved as written. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

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

Mayor Cobb proclaimed the week of May 4–10, 2025, as “PUBLIC SERVICE RECOGNITION WEEK” in the City of Hobbs. He acknowledged the essential role of public servants who work every day at the federal, state, county, and city levels to support and strengthen our communities. He emphasized that without the dedication of these individuals, the continuity and effectiveness of our democratic institutions, especially during transitions in leadership, would not be possible.

Mayor Cobb proclaimed the week of May 6–12, 2025, as “NATIONAL NURSES WEEK” in the City of Hobbs. He recognized that nearly 5 million registered nurses in the United States form the backbone of our health care system, delivering compassionate, skilled, and life-saving care in every setting, from hospitals and clinics to schools, long-term care facilities, and homes. This week offers a special opportunity to honor and thank the nurses who enrich our lives and strengthen our community.

Mayor Cobb proclaimed the week of May 11–17, 2025, as “NATIONAL HOSPITAL WEEK” in the City of Hobbs. This annual observance honors the vital contributions of hospitals, health care systems, and their dedicated staff in delivering compassionate, high-quality care to communities across the country. In Hobbs, we are proud to be served by exceptional health care professionals and support staff who work tirelessly to safeguard the health and well-being of our residents.

Mayor Cobb presented both proclamations to Mr. Derick Jones, Chief Administrative Officer of Covenant. Mr. Jones thanked the Commission for the recognition. He acknowledged the hospital team present, stating their dedication and hard work are what make the hospital and community function well. He expressed his appreciation for their daily inspiration and commitment to patient care. Mr. Jones emphasized that they are dedicated to building a strong hospital that will serve the community for decades to come.

Mayor Cobb proclaimed Saturday, May 17, 2025, as “KIDS TO PARKS DAY” in the City of Hobbs. He presented the proclamation to Mr. Bryan Wagner, Parks and Open

Spaces Director. Mr. Wagner stated special activities are planned to celebrate at City Park and Del Norte Park on May 17, 2025.

### **Public Comments**

Ms. Evelyn Nunez, Community Services Assistant, reminded the public about the upcoming Free Dumpster and Tire Amnesty Day as part of the City's ongoing community cleanup initiative. The event will take place on Saturday, May 10th, from 8:00 a.m. to 4:00 p.m. in the parking lot at Shale Lodging, 100 West Taos St. Another clean-up event will be held at the trailer sales lot at Tate Branch, in collaboration with the Lovington Trail Community Clean-Up. These efforts are made possible through funding from the New Mexico Department of Tourism Clean and Beautiful Grant. Ms. Nunez expressed her gratitude to the Department for supporting the City's mission to maintain a clean and beautiful community.

Ms. Adrienne Fields and Ms. Lisa Richards of the First Tee Golf Program expressed their gratitude to the City of Hobbs as they recognized two major milestones: 20 years of programming for their chapter and the 10th anniversary of the First Tee program's presence in Hobbs. They presented a commemorative pin flag to the City in appreciation of its continued commitment and partnership in supporting the First Tee program and the youth of Hobbs. They stated the program impacts thousands of children annually through outreach at Rockwind Community Links and participation in the national school program. Ms. Fields stated that she is proud to be part of the Hobbs community and commended Ms. Richards for her excellent work as the new program coordinator.

Mr. Stewart Sroufe expressed his appreciation to the City Commission and the City of Hobbs for all of their efforts in what they do and for their support of the Palmer Drug Abuse Program over the years.

Mr. Dennis Shearer expressed concerns regarding the condition of the grass at Prairie Haven Cemetery, specifically noting that grass has not grown on the lot where his wife is buried. He stated that the soil on the entire east side of the cemetery appears to be unsuitable for grass growth, and although staff have been investigating the issue, they have not yet determined the cause. Mr. Shearer stated the staff is doing a good job at the Cemetery, with the exception of the ongoing grass maintenance issue.

Mr. Dusty Corley, Driver Engineer with the City of Hobbs Fire Department and President of the Professional Firefighters Association, addressed the ongoing challenges faced by Hobbs firefighters. He compared local conditions to those of neighboring departments, noting that Lubbock Fire Rescue does not provide patient transport, relying instead on private ambulance services, with approximately 400 to 450 personnel. In contrast, Hobbs Fire operates with only 63 personnel across four stations and responded to nearly 11,500 calls in 2024, 82% of which were medical in

nature. Hobbs responds to nearly twice as many calls per 1,000 residents as Lubbock, with each medical call requiring more time and labor. Mr. Corley highlighted the resulting physical and mental strain, increased risk of injury and burnout, reduced capacity for training and prevention, and ongoing staffing shortages. Despite these challenges, Hobbs firefighters remain committed to responding to every call with dedication and professionalism. He concluded by urging the community to support the department, just as firefighters have always supported the community.

Mr. Edgar Ontiveros revisited an issue he had previously brought before the Commission. He read aloud portions of the Commission's Rules and Regulations and reiterated that he owns a farm in Nadine. He stated that, based on prior discussions with both the Commission and the City Manager, he believed there was consensus to move forward with action on his contract item. He requested that the contract between himself and the City of Hobbs be brought to a vote soon, as it directly affects the operations of his farm. He urged the Commission to consider the matter carefully, emphasizing its significance to both his interests and the City of Hobbs.

### **Consent Agenda**

Mayor Cobb 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.

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

*Resolution No. 7610 - Authorizing FY 25-26 Funding Appropriations for Economic Development Corporation, Hobbs Chamber of Commerce and Hispano Chamber of Commerce*

*Resolution No. 7611 - Authorizing FY 25-26 Funding Appropriations to Various Social Service Agencies and Authorizing the Mayor to Execute Professional Services Agreements*

*Resolution No. 7612 - Approving the FY 2025 DFA 3rd Quarter (March 2025) Financial Report*

*Resolution No. 7613 - Approving a Development Agreement with Sombre Homes Concerning the Development of Market Rate Single-Family Housing*

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

## **Discussion**

### **Legislative Presentations - Representative Elaine Sena Cortez, Senator Larry Scott and Senator David Gallegos**

Senator Larry Scott began his discussion by introducing his new Legislative Aide, Mr. Chris Choate, and noted that all 114 Legislators now have aides to support community engagement.

Senator Scott addressed the state's healthcare crisis, citing a shortage of 2,200 physicians and thousands of nurses, partly due to past tort reforms affecting malpractice insurance. He carried a caucus-backed malpractice reform bill that was not heard; a less comprehensive version failed in committee. The issue remains a priority. On energy, Senator Scott reviewed 23 bills and highlighted the defeat of a proposed \$130 million tax increase on the petroleum industry, praising bipartisan support and noting the industry's significant budget contributions. He raised concerns over the Energy Transition Act's implementation, warning that energy shortages could jeopardize \$500 billion in AI and data center investments due to limited infrastructure. He welcomed the failure of the Paid Family Medical Leave bill, citing business concerns. On public safety, he criticized under-used prison capacity and reliance on behavioral counseling, despite the creation of a \$1 billion behavioral health fund. He opposed the \$10.8 billion state budget, calling it inefficiently allocated. He also opposed the renaming of the Game and Fish Department to the Department of Wildlife, which passed but was partially vetoed. He voiced concern about the new department's lack of accountability, referencing a Supreme Court case required to remove a commissioner. He concluded by noting that a bill from House District 62 has passed two committees and is gaining momentum for the next 30-day session.

Commissioner Penick thanked Mr. Scott for all of his hard work.

Representative Elaine Sena-Cortez started her presentation by expressing gratitude for collaborations with the Mayor and City staff, highlighting the importance of teamwork in achieving results in Santa Fe. She introduced her Legislative Aide, Ms. Valeria Trevino, and invited constituents to visit their office in the Annex Building.

Representative Sena-Cortez stated she served on the Energy and Health & Human Services Committees, describing her approach as persistent, leading to most of her bills being heard despite challenges for Republican-sponsored legislation. A key legislative win was the Silver Alert Bill, effective July 1, 2025, which expands alerts to those showing cognitive impairment, even without a formal diagnosis. Furthermore, she is co-sponsoring legislation with Speaker Javier Martinez to restore gross receipts tax (GRT) revenues from oil and gas back to Lea County, a long-standing effort led by Senator Scott, benefiting 33 other counties as well.

Representative Sena-Cortez stated she was appointed to several interim committees, including Water and Natural Resources, Energy, Tax and Revenue, and Health and Human Services, reaffirming her support for common-sense legislation in often progressive-leaning committees. She cited several legislative victories, which included defeat of the Paid Family Medical Leave Act, blocking tax hikes on oil, gas, and alcohol, and stopping housing bills she said would reduce affordability. She also supported reforms to CYFD and opposed gun control efforts, including the Go Safe Act, the Firearms and Unfair Trade Practices Act, and an assault weapons ban.

Representative Sena-Cortez concluded by reaffirming her priorities: juvenile justice reform, medical malpractice cap adjustments, economic growth through tax reform, and continued support for public safety, constitutional freedoms, conservative values, and local GRT revenue restoration.

Mayor Cobb noted that Finance Director Toby Spears and Assistant Finance Director Deborah Corral have compiled valuable tax data which they plan to present during the interim. They have also expressed their full support and willingness to testify if needed. Mayor Cobb highlighted that mining revenue has declined significantly largely due to the impacts of HB6. He emphasized that any recovery of lost revenue would be deeply appreciated.

Commissioner Smith congratulated Representative Sena-Cortez on successfully engaging the Speaker, and he expressed appreciation for her efforts. He added that if she is able to bring the Speaker to Hobbs, any of the Commissioners would be eager to meet with him.

Representative Sena-Cortez stated that the Speaker has already committed to visiting Hobbs, noting it was actually his idea. She explained that she reached out to him and agreed to host his visit under certain conditions, one being that he meet with the City Commission, Mayor and City Manager to affirm his willingness to support the GRT Bill. She confirmed that he agreed to those terms.

In response to Mayor Cobb's inquiry, Representative Sena-Cortez shared she has already discussed the topic of having Interim Committee meetings in Hobbs with the Speaker. She expressed her desire to host the Tax and Revenue Committee in Hobbs, offering to roll out the red carpet, provide CORE passes, and showcase the CTECH Facility along with other local amenities. She stated her goal is to engage Representative Lente, with whom she has built a strong rapport, and work toward having the GRT Bill discussions take place in Hobbs. She emphasized the Speaker has not yet had the opportunity to truly experience the community and she wants him to meet the people directly impacted by the legislation.

Commissioner Penick thanked Representative Sena-Cortez for defending our second amendment rights and inquired if there would be a special session.

Representative Sena-Cortez reported that while both the House of Representatives and the Senate called for a special session, the Governor acted first in calling one. As a result, it is anticipated some unfavorable bills may resurface. A session may take place in the summer or possibly by fall. She also noted several progressive bills related to Health and Human Services and Energy passed out of committee along party lines. Although these bills were eligible to be heard on the House Floor, many were withheld for unspecified reasons.

Mayor Cobb presented Representative Sena-Cortez and Senator Larry Scott with framed maps as a gesture of appreciation for their continued support and service.

### **Action Items**

#### **Resolution No. 7614 - Authorizing an Agreement Extension Between the City of Hobbs and Lea County for the Continued Use of Funds to Support Spay and Neuter Programs and Services**

Ms. Jessica Silva, Code Enforcement Superintendent, reported that the City of Hobbs and Lea County entered into a Memorandum of Agreement (MOA) on December 5, 2022, for a \$250,000 grant to support operational and capital expenses related to the expansion of spay and neuter programs within the city. As of now, a balance of \$184,410.72 remains available under the grant. The City is requesting an extension of the MOA, which expired on June 30, 2024, in order to continue utilizing the remaining funds. The proposed new expiration date is June 30, 2026. She stated the Lea County Commission approved the extension on April 10, 2025. She expressed the Department's appreciation to Lea County for the opportunity and stated she looks forward to maintaining a strong partnership with them.

Mayor Cobb stated this was originally discretionary funds from County Commissioner Rebecca Long but the fund needed to be reset to be able to use it for some additional things.

Mr. Gomez stated the use of these funds is restricted to spay and neuter programs and services only. It was proposed to be used for an onsite shade structure but it was not approved by the Lea County Commission.

There being no further discussion, Commissioner Calderón moved to approve Resolution No. 7614 as presented. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

#### **Consideration of Approval of the Purchase of Park Improvements and Replacement of the Playground at Clover Park Using CES Contract #2023-16-C116-ALL from Exerplay in the Amount of \$167,002.19**

Mr. Bryan Wagner, Parks and Open Spaces Director, stated the Parks and Open Space Department has developed plans to improve Clover Park located at 1300 West

Central Avenue, including the full replacement of the existing playground equipment. The current playground is significantly deteriorated and outdated, with replacement parts no longer available, prompting the need for complete replacement. The new playground will be designed for children ages 5–12 and will include a modern play structure with climbers and two slides. Additional planned features include swings, a spinner, and a climbing wall. To further enhance the park's usability for families and community events, two metal-roofed pavilions with picnic tables will be installed. Improvements will also include new concrete pathways connecting the playground and pavilions to improve accessibility. Landscaping upgrades will consist of turf improvements and the addition of xeriscaping with colorful plants to create a buffer along the park's street frontage. The installation of the playground equipment, pavilions, and concrete work will be completed by a contractor. City staff will perform the xeriscaping, planting, turf enhancements, and irrigation system upgrades. The overall goal of the project is to create a safer, more engaging, and accessible recreational space for the community.

There being no discussion, Commissioner Penick moved to approve the purchase of park improvements and replacement of the playground at Clover Park from Exerplay in the amount of \$167,002.19. Commissioner Mills seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the supporting documentation is attached.

*Consideration of Approval of a Quote with Creative Recreational Designs to Provide Site Fixtures for Del Norte Park, Boone Cemetery, MLK Soccerplex and Rockwind Community Links Using CES Contract #2023-16-C123-ALL in the Amount of \$88,081.96*

Mr. Bryan Wagner, Parks and Open Spaces Director, reported that the Parks and Open Space team has identified several amenities at Del Norte Park, MLK Soccer Plex, Boone Cemetery, and Rockwind Community Links that need replacement due to wear and deterioration. The proposed replacements will consist of heavy-duty concrete fixtures, including tables, barbecue grills, and trash receptacles. These upgrades are intended to enhance the appearance of the sites while offering more durable and long-lasting amenities. In addition to replacements at Del Norte Park, a new concrete ping-pong table and concrete cornhole games will be installed. The project also includes the replacement of the existing sign at Boone Cemetery with a new concrete sign. The Parks and Open Space Department recommends approving the quote from Creative Recreational Designs in the amount of \$88,081.96 for the replacement and installation of various site amenities at the listed locations. The procurement will be made using CES Contract #2023-16-C123-ALL.

There being no discussion, Commissioner Penick moved to approve the purchase of site fixtures and amenities for Del Norte Park, Boone Cemetery, MLK Soccerplex and Rockwind Community Links from Creative Recreational Designs in the amount of \$88,081.96. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth



yes, Cobb yes. The motion carried. A copy of the supporting documentation is attached.

*Consideration of Approval of Bid No. 1618-25 for the Phase 12 Waterline Replacement Project and Recommendation to Accept the Bid of Entrench, Inc., in the Amount of \$3,805,373.00*

Mr. Anthony Henry, City Engineer, explained Bid No. 1618-25 for the Phase 12 Waterline Replacement Project. He stated bids were opened at 2:00 p.m. on Thursday, April 10, 2025. The scope of the project includes furnishing and installing approximately 15,929 linear feet (LF) of 6-inch C900 PVC waterline, 77 LF of 8-inch C900 PVC waterline, and 776 LF of 12-inch C900 PVC waterline, along with associated water service lines, gate valves, and related appurtenances. The project is intended to replace undersized and aging water infrastructure at various locations throughout the City of Hobbs.

Additionally, the project includes the installation of one new 24-inch water valve and the replacement of one existing 24-inch valve along the east side of Lovington Highway, between West Bender and West Coal. Public notice of the project was advertised in the local newspaper on February 23, 2025.

Three bids were received as follows:

Entrench, Inc. – \$3,805,373.00  
J&H Services, Inc. – \$4,648,705.00  
Timco Blasting & Coatings, Inc. – \$5,303,042.50

Mr. Henry stated the lowest bid was submitted by Entrench, Inc. The contractor is properly licensed, has a current registration with the New Mexico Department of Workforce Solutions (NMDWS), and has previously completed successful projects for the City of Hobbs. Based on bid evaluation and budget considerations, the Engineering and Utilities Departments recommended awarding the Base Bid contract to Entrench, Inc. in the amount of \$3,805,373.00 (excluding NMGR).

There being no discussion, Commissioner Mills moved to approve Bid No. 1618-25 for the Phase 12 Waterline Replacement Project and accept the bid of Entrench, Inc., in the amount of \$3,805,373.00. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the supporting documentation is attached.

**Comments by City Commissioners, City Manager**

Mr. Gomez reminded the public about the upcoming water conservation period which starts May 15 – September 15, 2025. He stated since its adoption in 2015, more than 350,000 gallons of water have been saved each year through the initiative which amounts to well over 2 billion gallons of water since 2015.

Mr. Gomez reminded the public of two upcoming ceremonies honoring service and sacrifice. He stated the Officer Down Memorial will be held on Wednesday, May 14, 2025, at 8:00 a.m. in front of the Hobbs Police Department. The ceremony will be led by the Chief of Police and the Hobbs Police Chaplain. Additionally, he stated the City of Hobbs Veterans Memorial Ceremony is scheduled for Monday, May 26, 2025, at 5:00 p.m. at the Hobbs Veterans Memorial Park located at 5120 Jack Gomez Boulevard.

Mr. Gomez reminded the public that the Hobbs Police Department will host a Recruiting Luncheon on Thursday, May 15, 2025, from 11:00 a.m. to 1:00 p.m. at the Hobbs Police Department, 300 North Turner Street. He noted the department actively recruits not only within the local community but also throughout the surrounding region, including various armed forces installations.

Commissioner Smith praised the FY 25-26 budget presentation and emphasized the importance of the Legislative updates, noting their potential to significantly improve the city's position. He stated while he does believe the City is financially stable, he does see room for improvement and expressed hope for progress without raising taxes.

Mayor Cobb recognized this evening's special guests, including his son, Jarred, and his wife, Renee, who traveled from Albuquerque and are considering relocating to Hobbs.

### **ADJOURNMENT**

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, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried and the meeting adjourned at 7:15 p.m.

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SAM COBB, Mayor

ATTEST:

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JAN FLETCHER, City Clerk



**CITY OF HOBBS**  
STAFF SUMMARY FORM

MEETING DATE:  
**May 19, 2025**

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**SUBJECT:** Minutes of the May 5, 2025, Budget Work Session

**DEPT OF ORIGIN:** City Clerk

**DATE SUBMITTED:** 5/12/2025

**SUBMITTED BY:** Jan Fletcher, City Clerk

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**Summary:**

Minutes of the budget work session held on May 5, 2025.

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**Fiscal Impact:**

N/A

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**Attachments:**

May 5, 2025 - Budget Work Session Minutes

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**Recommendation:**

Motion to approve the minutes.

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**Approved By:**

Jan Fletcher, City Clerk 5/12/2025

Manny Gomez, City Manager

Minutes of the budget work session of the Hobbs City Commission held on Monday, May 5, 2025, in the City Commission Chamber, 200 East Broadway, 1<sup>st</sup> Floor Annex, Hobbs, New Mexico.

Mayor Cobb called the work session to order and welcomed everyone in attendance. The following were present:

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

Also present were Mr. Manny Gomez, City Manager, Mr. Todd Randall, Assistant City Manager, Mr. Toby Spears, Finance Director, Ms. Deb Corral, Assistant Finance Director, Ms. Medjine Desrosiers-Douyon, Deputy City Attorney, and Ms. Jan Fletcher, City Clerk. Other staff members and public were also present.

Mr. Manny Gomez, City Manager, provided some introductory remarks regarding the FY 25-26 budget review. Now in his eighth budget review as City Manager, he expressed his honor in participating once again. Over the years, Mr. Gomez stated he has gained valuable insight into the organization, community, leadership and, most importantly, the significance of sound financial stewardship.

Mr. Gomez emphasized that budgeting remains a complex challenge, especially in today's economic climate. He noted the necessity of forward-thinking and deliberate strategies to ensure long term success for the City. Budgeting, he explained, is not a once-a-year task but a continuous process and a fundamental aspect of governance. Each year, a budget message is crafted to outline priorities and guide the decision-making process.

This year's budget theme, "Re-thinking the Budget" is more than a change in process, it's a shift in mindset and reflects the need for innovation. FY 26 marks the beginning of a transformative approach starting with deconstructing the existing budget to analyze spending patterns. Mr. Gomez stated the goal is to rebuild the budget strategically, focusing on the City's highest priorities.

Mr. Gomez stated examples of this deconstruction will be highlighted in Mr. Toby Spears and Ms. Deb Corral's presentations, particularly regarding salaries and benefits. Mr. Gomez expressed confidence that the FY 26 budget is a conservative, thoughtful and responsible financial plan, setting the City on a strong path forward.

Mr. Spears presented an overview of the FY 26 budget document through the use of a PowerPoint presentation, a copy of which is attached. He reviewed the budgetary timelines and stated the preliminary budget is due June 1, 2025, to the State of New

Mexico, Department of Finance and Administration (DFA), and the final budget is due July 31, 2025.

Mr. Spears compared the FY 25 preliminary budget revenue with the FY 26 revenue. He stated the City is projecting gross receipts tax (GRT) revenue for FY 26 in the amount of \$56,840,008 which is a decrease of \$905,992 or 1.60%. The monthly GRT projection is \$4,736,667 as compared to \$4,812,166 in the current budget.

Mr. Spears stated the FY 26 projected general fund revenue is \$68,134,680 as compared to \$66,484,881 for FY 25 which is an increase of 2.50%.

Mr. Spears stated the FY 26 total projected overall revenue is \$142,440,050 as compared to \$140,843,497 for FY 25 which is a difference of \$1,596,553 or an increase of 1.20%. He stated the monthly projected overall revenue for FY 26 is \$11,870,004. Mr. Spears stated the comparisons are made by comparing preliminary budget FY 25 to preliminary budget FY 26.

Mr. Spears presented a chart with a five-year trend of GRT revenue by the month and GRT projections moving forward. He also compared the mining and retail activity of GRT from April 2020 through April 2025. This comparison specifically showed the substantial decrease in mining activity as a result of the destination tax changes imposed by HB6.

Ms. Deb Corral, Assistant Finance Director, stated the FY 26 projected expenditures for all funds are \$150,936,051 which is a 3.20% decrease from the prior year. She stated salary and benefits are \$59,937,609, operating is \$73,034,891 and capital expenditures are \$17,963,551.

Ms. Corral reviewed a pie chart depicting the expenditure summary for all funds. Of the total budgeted expenditures, 53% or \$80,108,557 relates to the general fund. In the general fund, personnel and benefits are \$47,165,761 (59%), operating is \$28,326,945 (35%) and capital outlay is \$4,515,851 (6%). She also reviewed the transfers to funds of \$6,147,317 related to the CORE, Senior Center, Golf Course, Cemetery, Public Transportation and the Local Economic Development Act (LEDA).

Ms. Corral stated the projected transfers for FY 25 were \$6,808,969 and the projected transfers for FY 26 are \$6,147,317 which is a decrease of 9.80% meaning less subsidy for the upcoming fiscal year.

Ms. Corral stated the projected general fund expenditures for FY 24 were \$69,482,143 and for FY 25 are \$76,911,151 which is an increase of 11%.

Ms. Corral itemized the salary and benefits for all funds, along with a comparison of prior years, as follows:

	<u>2026</u>	<u>2025</u>	<u>2024</u>
Salary and Benefits	\$59,937,609	\$59,292,336	\$58,006,373
Budgeted FTE Count	592	626	620

Ms. Corral stated this projection is based on several assumptions: a COLA increase of 3%; a decrease of approximately 9.75 budgeted FTE positions from 2025; medical insurance premiums projected through 9 months annualized; and a PERA increase of .50% for employer.

Ms. Corral reviewed the current salary and benefits for employees.

Ms. Corral stated projected salary and benefits for the general fund has increased 2.40% from the prior year and is projected to be a cost of \$3,930,480 per month for FY 26.

Ms. Corral stated operating expenditures for FY 26 for all funds are projected to be \$28,326,945.

After a brief discussion, Ms. Corral stated the capital expenditures for the general fund for FY 25 were projected to be \$5,694,940 and for FY 26 are projected to decrease by 20.70% to \$4,515,851.

Mr. Spears reviewed the reserve limits as follows:

Beg. Budgeted Cash Balance	\$ 57,494,485*
Budgeted Revenue	\$ 74,281,997
Budgeted Transfers	\$( 6,147,317)
Budgeted Expenditures	<u>\$(80,008,557)</u>
<b>End. Budgeted Cash Balance</b>	<b>\$ 45,620,608</b>
<b>Projected Reserve</b>	<b>57%</b>

**\*Based on 2025 BAR # 3 estimated cash balance**

Mr. Spears reviewed the projections for the final three months of FY 25 as follows:

Beg. Actual Cash at 3/31/2025	\$ 95,925,660
Estimated 3 month revenue	\$ 13,500,000
Estimated 3 month transfers	\$( 1,750,000)
Estimated 3 month personnel/benefits	\$(10,068,492)
Estimated 3 month operating	\$( 5,517,523)
Estimated payments on encumbered capital	<u>\$( 4,083,189)</u>
Projected cash balance at 6/30/2025	\$ 88,006,456

Mr. Spears explained that \$14,444,272 in capital expenditure carryovers will need to be reassessed prior to completion of the final budget leaving allocable funds of \$73,562,184 and a general fund budgeted cash balance of \$57,494,485.

Beg. Budgeted Cash Balance	\$ 57,494,485
Budgeted Revenue	\$ 74,281,997
Budgeted Transfers	\$( 6,147,317)
Budgeted Expenditures	<u>\$(80,008,557)</u>
Est Carryover Unencumbered	<u>\$ 16,067,699</u>
<b>End. Budgeted Cash Balance</b>	<b>\$ 61,067,699</b>
<b>Projected Reserve (at final)</b>	<b>77%</b>

Mr. Spears reviewed the special revenue funds budget for FY 26. He stated the revenue from the cannabis tax is projected to be \$1,128,000 and continues to accumulate until a purpose has been determined.

Mr. Spears stated a total of \$3.1 million has been budgeted for LEDA Projects.

Mayor Cobb expressed gratitude for the \$18,600,000 in funding the City received from Lea County in FY 25, which has supported street rehabilitation, the housing program, and other infrastructure improvements. However, he emphasized that this level of funding is an anomaly and cannot be relied upon in the future. Mayor Cobb stated the City must take a serious and strategic approach to managing its financial resources moving forward.

After a brief discussion on the cannabis excise tax fund, Mr. Gomez, in response to Commissioner Fields' inquiry, expressed his support for advocating a program modeled after the Albuquerque Community Safety concept.

With regard to Gross Receipt Tax (GRT) revenue, Mr. Spears stated the current GRT rate for the City of Hobbs is 6.5625% which became effective July 1, 2023.

Mr. Spears stated the City can look at increasing the tax by 1/16<sup>th</sup> which would generate \$1,400,000 and result in a 6.625% tax rate; an increase of 1/8<sup>th</sup> would generate \$2,800,000 and equate to a 6.6875% tax rate; or an increase of 1/4<sup>th</sup> which would generate \$5,600,000 and result in a 6.8125% tax rate.

After an extensive discussion on revenue, deficits, and carryovers, Mr. Gomez emphasized the need to reassess priorities for the carryover funds. He pointed out the significant amount of unallocated funds, questioning whether projects such as paving rehabilitation, neighborhood parks, and quality-of-life amenities should remain a focus. He also raised a critical concern of how the City can justify requesting a gross receipts tax increase when existing funds lack a clear plan for allocation.

Mr. Gomez further noted that since taking office, he has eliminated over 100 vacant positions, underscoring the importance of reevaluating staffing needs. He concluded by stating the budget's transformation is an ongoing process, requiring strategic planning and continuous assessment.

Mayor Cobb expressed his gratitude to Mr. Spears and his team, as well as the City staff and Department Heads. Acknowledging the challenges of the budget process, he emphasized his appreciation for their hard work and dedication.

There being no further discussion, Mayor Cobb adjourned the work session at 5:15 p.m.

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SAM D. COBB, Mayor

ATTEST:

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JAN FLETCHER, City Clerk



Office of the Mayor  
Hobbs, New Mexico

## PROCLAMATION

**WHEREAS**, emergency medical services are a vital public service, and the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS**, emergency medical services have grown to fill a gap by providing important out-of-hospital care, including preventive medicine, follow-up care, and access to telemedicine; and

**WHEREAS**, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, 911 dispatchers, fire departments, police departments, educators, administrators, and emergency nurses and physicians; and

**WHEREAS**, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and


**WHEREAS**, it is appropriate to recognize the value and accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

**NOW, THEREFORE**, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim the week of May 18-24, 2025, as

### **“EMERGENCY MEDICAL SERVICES WEEK”**

With the theme **“We Care. For Everyone”**. I encourage the community to observe this week with appropriate programs, ceremonies and activities to recognize the contributions of EMS professionals.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 19<sup>th</sup> day of May, 2025 and cause the seal of the City of Hobbs to be affixed hereto.

  
\_\_\_\_\_  
SAM D. COBB, MAYOR

ATTEST:

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





Office of the Mayor  
Hobbs, New Mexico

## PROCLAMATION

**WHEREAS**, eSports is currently the fastest-growing competitive entertainment activity in the world, and New Mexico is proudly leading the charge at the high school level, with two of the top ten teams in the nation; and

**WHEREAS**, the New Mexico Activities Association (NMAA) officially sanctioned high school eSports for the 2018–2019 school year, and Hobbs High School joined the league the following year, winning a regional title for *Smite* with a small group of pioneering students; and

**WHEREAS**, since then, the HHS eSports program has grown substantially, qualifying for the playoffs each year from 2021 through 2025, and this season fielded nearly 30 students across 9 unique NMAA-sanctioned titles; and

**WHEREAS**, the **Mario Kart team** completed an undefeated season and triumphed over Organ Mountain High School to win the **Gold Medal**; and

**WHEREAS**, the **Splatoon 3 team** earned a **Gold Medal** after a hard-fought victory over La Cueva High School in the championship match; and

**WHEREAS**, the **Hearthstone team**, also undefeated in the regular season, achieved a remarkable **Silver Medal** finish after a close final against La Cueva High School; and

**WHEREAS**, eSports encourages students to maintain academic eligibility, build teamwork skills, and strive for excellence, while representing Hobbs High School with dedication, discipline, and digital dexterity; and


**WHEREAS**, the accomplishments of the HHS eSports program this season are not only a testament to competitive success, but also a reflection of the school's commitment to innovation, inclusivity, and student achievement;

**NOW, THEREFORE**, I Sam D. Cobb, Mayor of the City of Hobbs, New Mexico do hereby proclaim May 19<sup>th</sup>, 2025.

### "HOBBS HIGH SCHOOL eSPORTS DAY"

in honor of the **Hobbs High School eSports Program**, and extend heartfelt congratulations to the student-athletes, coaches, and staff for their outstanding accomplishments and inspiring contributions to our school and community.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 19th day of May, 2025, and cause the seal of the City of Hobbs to be affixed hereto.

  
SAM D. COBB, MAYOR

ATTEST:

  
JAN FLETCHER, CITY CLERK





Office of the Mayor  
Hobbs, New Mexico

## PROCLAMATION

**WHEREAS**, each May, our nation celebrates Older Americans Month to honor the countless contributions that older adults have made and continue to make in our communities, workplaces, and families; and

**WHEREAS**, older Americans embody the strength, wisdom, and perseverance that form the foundation of our society, having lived through and contributed to decades of progress and change; and

**WHEREAS**, these individuals continue to enrich our communities through volunteerism, mentorship, civic engagement, and leadership, sharing their talents and life experiences across generations; and

**WHEREAS**, older adults have demonstrated remarkable strength and resilience in overcoming challenges and adversity, adapting to change, and embracing new opportunities to lead fulfilling and meaningful lives; and

**WHEREAS**, Older Americans Month provides an opportunity for individuals of all generations to reflect on the importance of inclusion, respect, and intergenerational connection in strengthening the social fabric of our communities; and

**WHEREAS**, the City of Hobbs assists in improving the quality of life for Older Americans with the numerous activities, events, and meal programs at the Hobbs Senior Center; and

**WHEREAS**, the staff at the Hobbs Senior Center has demonstrated that they are highly engaged, and genuinely concerned in the well-being of the Older Americans in our community; and


**WHEREAS**, the theme for Older American Month 2025 is, “**Flip the Script on Aging**”.

**NOW, THEREFORE**, I, Sam D. Cobb, Mayor of the City of Hobbs New Mexico, do hereby proclaim, May, as

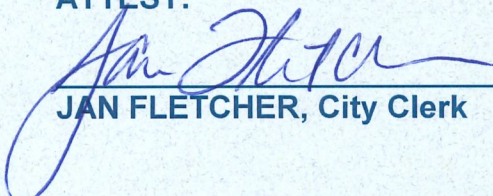
### “OLDER AMERICANS MONTH”

in the City of Hobbs.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 19<sup>th</sup> day of May, 2025, and cause the seal of the City of Hobbs to be affixed, hereto.

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

ATTEST:

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





# May Milestones 2025

## **5 Years**

Jason Herrera	Police Lieutenant	05/19/2020
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## **15 Years**

Bill Griffin	WWTP Superintendent	05/10/2010
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**CITY OF HOBBS**  
STAFF SUMMARY FORM

MEETING DATE:  
**May 19, 2025**

**SUBJECT:** Resolution No. 7615 - Relating to the Disposition of Obsolete, Worn-Out and Unusable Personal Property for Sale at Public Auction on June 21, 2025

**DEPT OF ORIGIN:** Finance

**DATE SUBMITTED:** 5/6/2025

**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 on Exhibit "A," 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; (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. The public auction date is set for Saturday, June 21, 2025.

**Fiscal Impact:**

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 - Fixed Assets for Sale at Public Auction 2025  
FY25 AUCTION LISTING Auction 6 21 2025

**Recommendation:**

Motion to approve the resolution.

**Approved By:**

Toby Spears, Finance Director	5/8/2025
Toby Spears, Finance Director	5/8/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	5/12/2025
Manny Gomez, City Manager	5/12/2025

CITY OF HOBBS

RESOLUTION NO. 7615

**A RESOLUTION RELATING TO THE DISPOSITION OF OBSOLETE,  
WORN-OUT AND UNUSABLE PERSONAL PROPERTY  
TO BE SOLD AT PUBLIC AUCTION**

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 on Exhibit "A" (auction items), 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 public auction in Hobbs, New Mexico,

B. Pursuant to the provisions of NMSA § 13-6-1, 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 and 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 19<sup>th</sup> day of May, 2025.

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SAM D. COBB, Mayor

ATTEST:

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JAN FLETCHER, City Clerk

ASSET #	DESCRIPTION	UNIT #	SERIAL #	DEPT	ACQ DATE	AMOUNT	MODEL #	Type	Class
6575	2014 CHEVROLET TAHOE	1475	1GNLC2E06ER151685	202	10/3/2013	26,725.00	TAHOE	G	EQ
6746	2015 CHEVROLET SILVERADO 1500	1573	3GCPCEC5FG195633	204	1/2/2015	31,282.00	SILVERADO 1500	G	EQ
6967	2016 CHEVROLET TAHOE	1630	1GNLCDEC5GR250460	202	2/11/2016	58,342.37	TAHOE PPV	G	EQ
6964	2016 CHEVROLET TAHOE	1631	1GNLCDEC5GR249907	202	2/11/2016	58,342.37	TAHOE PPV	G	EQ
8040	2021 DODGE DURANGO	2116	1C4SDJFT9MC716601	202	5/18/2021	63,630.13	DURANGO	G	EQ
7432	2019 CHEVROLET TAHOE	1730	1GNLCDEC3KR154058	202	11/26/2018	67,791.42	TAHOE K9	G	EQ
7431	2019 CHEVROLET TAHOE	1732	1GNLCDEC8KR152273	202	11/26/2018	67,791.42	TAHOE K9	G	EQ
6449	2013 CHEVROLET TAHOE	1431	1GNLC2E08DR256730	203	4/26/2013	30,390.40	TAHOE	G	EQ
7841	2019 DODGE DURANGO	1781	1C4SDJFT9KC723383	202	2/3/2020	53,289.01	DURANGO	G	EQ
6970	2016 CHEVROLET TAHOE	1629	1GNLCDEC0GR250334	202	2/11/2016	58,342.37	TAHOE PPV	G	EQ
4163	2006 CHEVROLET 1/2 TON	911	3GCEC14V36G247137	420	4/18/2006	15,577.00	SILVERADO	G	EQ
4915	DODGE RAM SLT QUAD CAB 4X4	957	1D7HU18237J572712	420	2/16/2007	34,544.00	RAM	G	EQ
5846	2008 CHEVROLET IMPALA	1198	2G1WS553281334771	420	7/29/2008	19,422.58	IMPALA	G	EQ
6415	2013 FORD E450 BUS	1441	1FDXE4FS0DDA72701	4027	5/23/2013	65,391.00	GLAVAL UNIVERSAL	G	EQ
6414	2013 FORD E450 BUS	1442	1FDXE4FS2DDA72702	4027	5/23/2013	65,391.00	GLAVAL UNIVERSAL	G	EQ
6616	2014 CHEVROLER SILVERADO 1500	1512	3GCPCEC2EG372010	203	3/6/2014	28,986.00	SILVERADO	G	EQ
3948	2005 FORD ESCAPE	840	1FMYU031X5KD39352	342	2/17/2005	17,646.00	ESCAPE	G	EQ
3938	2005 DODGE RAM 1500 QUAD CAB	864	1D7HU18D95S296206	208	4/26/2005	25,843.31	RAM 1500	G	EQ
4164	2006 CHEVROLET 1/2 TON	907	3GCEC14V06G246043	220	4/18/2006	15,577.00	SILVERADO	G	EQ
4161	2006 CHEVROLET 1/2 TON	909	3GCEC14X86G246647	420	4/18/2006	15,077.00	SILVERADO	G	EQ
4160	2006 CHEVROLET 1/2 TON	910	3GCEC14X26G247387	420	5/5/2006	15,077.00	SILVERADO	G	EQ
5808	2008 FORD EXPEDITION	1208	1FMFK16558LA82875	220	9/15/2008	48,980.27	EXPEDITION	G	EQ
5809	2008 FORD EXPEDITION	1209	1FMFK16578LA82876	220	9/15/2008	48,980.27	EXPEDITION	G	EQ
5848	TWELVE-YARD DUMP TRUCK	1231	1HTWNAZR49J159648	423	12/19/2008	89,340.00	7500	G	EQ
5920	2009 FORD F250	1254	1FTNF20549EB05040	420	7/31/2009	18,933.92	F250	G	EQ
5940	2010 FORD F150	1286	1FTEW1CW6AFB11094	4640	12/10/2009	20,067.35	F150	P	EQ
6409	2013 FORD F250	1418	1FT7W2A69DEA69208	423	4/17/2013	25,860.00	F250	G	EQ
6449	2013 CHEVROLET TAHOE	1431	1GNLC2E08DR256730	203	4/26/2013	30,390.40	TAHOE	G	EQ
6643	2014 DODGE RAM 2500	1518	3C6TR4HT0EG192992	320	5/15/2014	31,751.98	RAM 2500	G	EQ
6681	2014 DODGE RAM 1500	1524	3C6RR7ST5ES264282	422	5/15/2014	25,521.99	RAM 1500	G	EQ
6969	2016 CHEVROLET TAHOE	1625	1GNLCDEC6GR251861	202	2/11/2016	58,342.37	TAHOE	G	EQ
7332	2018 FORD F150 SUPER CREW	1715	1FTEW1EB3JKE25447	422	6/29/2018	31,382.00	F150	G	EQ
2939	Gator UTV	569	W000TURF003348	1998	3/16/1998	5,595.00	4x2 TS	G	EQ
6245	SMITCH CO Turf Vacuum	1339	7222A	315	9/7/2011	25,813.60	72-000	G	EQ



6149	JOHN DEERE Wide Area Mower	1385	1TC1600TPCT100213	321	6/19/2012	48,180.31	1600	G	EQ
6148	JOHN DEERE Wide Area Mower	1386	1TC1600TACT100204	4019	6/19/2012	40,180.31	1600	G	EQ
6428	JOHN DEERE Wide Area Mower	1403	1TV1600TKBT090122	320	12/20/2012	49,605.38	1600 T	G	EQ
6773	EXMARK Zero Turn Mower	1561	314630696	320	8/28/2014	5,694.00	Pioneer ZT	G	EQ
6639	EXMARK Zero Turn Mower	1531	314608600	320	4/24/2014	15,129.00	Laser Z	G	EQ
6646	SUPER Z HUSTLER Mower	1537	14014853	320	6/12/2014	9,950.00	Super Z	G	EQ
6991	JOHN DEERE Wide Area Mower	1602	1TC1600TVFF300212	320	11/5/2015	49,316.37	1600 T	G	EQ
6631	Select Sprayer HD 300	1548	1TC203ATKET075176/508414	315	6/30/2014	23,196.43	GSA CONT	G	EQ
42	EZGO RXV Golf Cart	42	5360567	4019	2/5/2015	4,585.99	RXV	G	OT
4149	DIAMOND T UT TRAILER 7'x18'	881	5FWUS18245R006421	320	7/11/2005	1,800.00	Utility Trailer	G	EQ
6634	SMITH CO ULTRA GREENS ROLLER	1551	T5808	315	6/30/2014	12,500.00	7580	G	EQ
6790	SMITH CO ULTRA GREENS ROLLER W/LT KIT		16044	315	5/28/2015	15,956.13	7590	G	EQ
7339	NEAL DA350 SEAL COAT MACHINE	1675	1B9BP151XHA796085	423	8/31/2017	48,175.00		G	EQ
5010	RAY-T TECH 48 INFRARED HEATER	947	1R9PH13126C463351	423	10/26/2006	23,154.60		G	EQ
7023	BOSH ESI HEAVY DIAGNOSTICS SCANNER		230288837	423	12/1/2015	8,889.00		G	EQ
6677	VERUS PRO SCANNER		EEMS327	420	1/16/2014	8,249.00		G	EQ
7841	2019 DODGE DURANGO	1781	1C4SDJFT9KC723383	202	2/3/2020	53289.01		G	EQ

## Under 5k - Not on Fixed Asset List

DESCRIPTION	UNIT #	SERIAL #	DEPT	MODEL #
6 BARSTOOL CHAIRS			GOLF	
10 HIGH SEAT CHAIRS			GOLF	
3 HIGH SEATING TABLES (SEATS 8)			GOLF	
31 LOW CHAIRS			GOLF	
2 LOW SEATING TABLES ( SEATS 8)			GOLF	
6 LOW SEATING TABLES ( SEATS 6)			GOLF	
2 ROUND BAR TOP TABLES			GOLF	
3 CIRCULAR BAR SEATING CHAIRS			GOLF	
EPSON ES 400		*X2H8085627*	CORE	
EPSON GT-1500		*KSJW127948*	CORE	J261A
HP LASERJET P1606dn		VNB3B05510	CORE	CE749A
70 UPHOLSTERED MEETING ROOM CHAIRS W/ STORAGE RACKS ON CASTERS			LIBRARY	

LONG WOODEN CHILDRENS TABLE W/ CHAIRS			LIBRARY	
CATERPILLAR	639	23197718		NTA855G2
CATERPILLAR	640	23204343		NTA855G2
CATERPILLAR	641	31128097		KTA-1150-G-1
CATERPILLAR	642	31110014		KT-1150-G
CATERPILLAR	643	23204237		NTA855G2
CATERPILLAR	662	826925		8361SR115
GENERAC GENERATOR - CITY HALL	1133	2094573		GENERATOR
PAITECH USA ES5500		S140M0105200155		
CHAIR - HIGHBACK OFFICE CHAIR			FINANCE	
3 MONITORS			FINANCE	
CANNON DR-3010C			FINANCE	
2 HP LASERJET 4250-S4350 SERIES			FINANCE	
HP 2100TN PRINTER			FINANCE	
AUTOSEAL DD01500 FORTMAX			FINANCE	
SIOUX VALVE GRINDING MACHINE		60762	GARAGE	
CHARIOT 26 ISCRUB FLOOR SCRUBBER	1291	100061160000052	GARAGE	
2016 Pickup Style Truck Bed		FROM ASSET 7007		F250 bed
2013 Pickup Style Truck Bed		FROM ASSET 6438		F250 bed
CHALLENGER		910000000536965		CL10V3-3 AUTO LIFT
EN ROSSI 3 pt Hay Rake	NA	10649		RP5
KUBOTA 3 pt Finish Mower Deck	NA	NA		RFM-72
BUSH HOG 3 pt Ditch Mower	NA	12-07120037		HMG7



# CITY OF HOBBS

## STAFF SUMMARY FORM

MEETING DATE:  
**May 19, 2025**

**SUBJECT:** Resolution No. 7616 - Relating to the Disposition of Obsolete, Worn-Out, and Unusable Personal Property (**DISPOSAL/REMOVAL**)

**DEPT OF ORIGIN:** Finance

**DATE SUBMITTED:** 5/6/2025

**SUBMITTED BY:** Toby Spears, Finance Director

### Summary:

The City of Hobbs is replacing the play structures at the Hobbs Public Library and requires the disposal of the prior structures. The City desires to delete from its public inventory and dispose of the items of personal property set forth on Exhibit "A", 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; (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.

### Fiscal Impact:

Assets will be disposed of and removed from the City of Hobbs fixed asset listing.

### Attachments:

Resolution - Fixed Asset Disposal Only 5-19-25  
FY25 DISPOSAL LISTING Auction Listing 6 21 2025

### Recommendation:

Motion to approve the resolution.

### Approved By:

Toby Spears, Finance Director	5/8/2025
Toby Spears, Finance Director	5/8/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	5/12/2025
Manny Gomez, City Manager	5/12/2025

CITY OF HOBBS

RESOLUTION NO. 7616

**A RESOLUTION RELATING TO THE 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 on Exhibit "A" (disposal/removal items), 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 destroyed.

B. 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 19<sup>th</sup> day of May, 2025.

---

SAM D. COBB, Mayor

ATTEST:

---

JAN FLETCHER, City Clerk

	DESCRIPTION	UNIT #	SERIAL #	DEPT	MODEL #	Min. Bid Value	
	PLAY STRUCTURE						
	CLIMBING STRUCTURE						
	3 BENCHES						



**CITY OF HOBBS**  
STAFF SUMMARY FORM

MEETING DATE:  
**May 19, 2025**

**SUBJECT:** Resolution No. 7617 - Approving the Replat to Combine Two Tracts of Land and Vacate Easements on Property Located at 405 East Navajo Drive

**DEPT OF ORIGIN:** Planning

**DATE SUBMITTED:** 5/5/2025

**SUBMITTED BY:** Kristalyn Seepersad, Planning Project Manager

**Summary:**

The Property Owner is requesting to combine Tracts one and two located off Navajo Drive. There is a 60' utility service easement located in the middle of the two lots that the owner would like to vacate. On April 15, 2025, the Planning Board voted to approve the subdivision and vacate the easement in a 5-0 motion and the vote passed unanimously.

**Fiscal Impact:**

No Fiscal impact

**Attachments:**

RESO Navajo Re-plat and Vacation of an Easement  
25108\_OROZCO REPLAT

**Recommendation:**

Staff have no objections to these documents. Staff recommends the Commission to consider approval/denial for the attached documents.

**Approved By:**

Todd Randall, Assistant City Manager	5/8/2025
Toby Spears, Finance Director	5/8/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	5/12/2025
Manny Gomez, City Manager	5/12/2025

CITY OF HOBBS

RESOLUTION NO. 7617

**A RESOLUTION APPROVING THE REPLAT TO COMBINE TWO TRACTS OF LAND AND VACATE EASEMENTS ON PROPERTY ALONG NAVAJO LOCATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION 22, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., CITY OF HOBBS, LEA COUNTY, NEW MEXICO.**

WHEREAS, The property owner is requesting the replat to combine two tracts of land and vacate easements on property along Navajo located in the northeast quarter (NE/4) of Section 22, Township 18 South, Range 38 East, N.M.P.M., City of Hobbs, Lea County, New Mexico; and

WHEREAS, the Vacation and Replat was then reviewed and recommended for approval by the City of Hobbs Planning Board at the April 15<sup>th</sup>, 2025 meeting; and

WHEREAS, the City Commission has determined that the vacation and replat will not adversely affect the interests or rights of persons in contiguous territory or within the subdivision.

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 and 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 19<sup>th</sup> day of May, 2025.

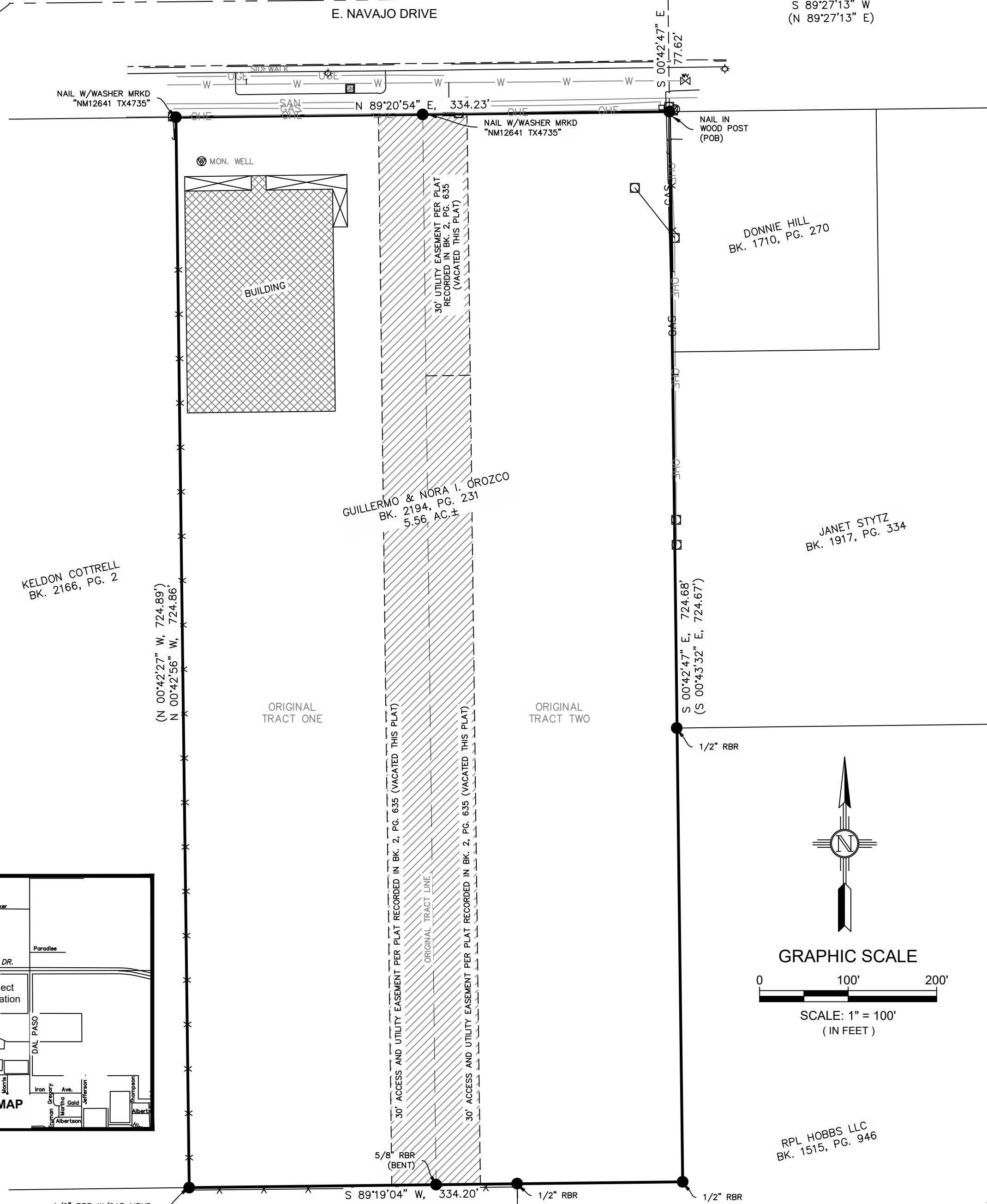
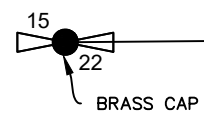
\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

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

# REPLAT - CITY OF HOBBS

REPLAT TO COMBINE TWO TRACTS OF LAND AND VACATE EASEMENTS AS SHOWN ON THAT CERTAIN SUMMARY  
SUBDIVISION PLAT FILED MAY 4, 2020 IN BOOK 2, PAGE 635, LEA COUNTY RECORDS, LEA COUNTY, NEW MEXICO,  
LOCATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION 22, TOWNSHIP 18 SOUTH, RANGE 38 EAST,  
N.M.P.M., CITY OF HOBBS, LEA COUNTY, NEW MEXICO.



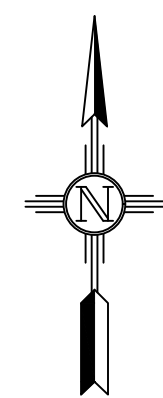
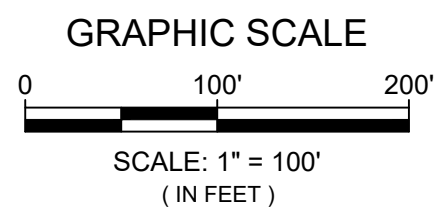
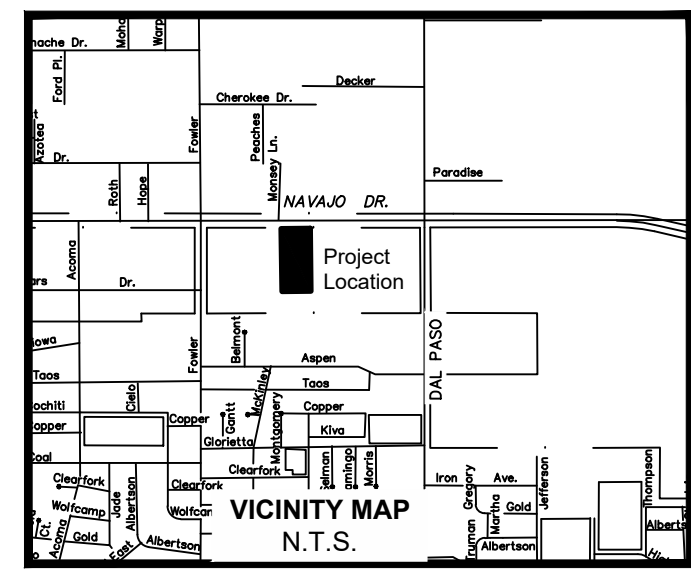
KELDON COTTRELL  
BK. 2166, PG. 2

GUILLERMO & NORA I. OROZCO  
BK. 2194, PG. 231  
5.56 AC. ±

DONNIE HILL  
BK. 1710, PG. 270

JANET STYTZ  
BK. 1917, PG. 334

RPL HOBBS LLC  
BK. 1515, PG. 946



**BASIS OF BEARING**  
BEARINGS SHOWN HEREON ARE FROM GPS/GNSS OBSERVATIONS AND CONFORM TO THE NEW MEXICO STATE PLANE COORDINATE SYSTEM "NEW MEXICO EAST ZONE" NORTH AMERICAN DATUM OF 1983. TRUE NORTH CAN BE OBTAINED BY APPLYING A CONVERGENCE ANGLE OF 00°38'57.89" AT A FOUND MAG NAIL WITH WASHER MARKED "NM 12641 TX 4735" FOR THE NORTHWEST CORNER OF TRACT ONE, LOCATED AT N 635,107.01, E 910,512.79. DISTANCES SHOWN HEREON ARE IN GROUND AND WERE OBTAINED BY APPLYING A COMBINED GRID TO GROUND SCALE FACTOR OF 1.0001136300 AT N 0.00, E 0.00.

## LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION 22, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., CITY OF HOBBS, LEA COUNTY, NEW MEXICO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NAIL IN WOOD POST FOUND ON THE SOUTH RIGHT OF WAY LINE OF E. NAVAJO DRIVE FOR THE NORTHEAST CORNER OF THIS TRACT WHICH LIES S.89°27'13"W. ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 1320.15 FEET AND S.00°42'47"E., 77.62 FEET FROM A BRASS CAP IN CONCRETE FOUND FOR THE NORTHEAST CORNER OF SAID SECTION 22; THENCE S.00°42'47"E., 724.68 FEET TO A 1/2" REBAR FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT; THENCE S.89°19'04"W., 334.20 FEET TO A 5/8" REBAR WITH CAP MARKED "JWSC PS 12641" FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT; THENCE N.00°42'56"W., 724.86 FEET TO A MAG NAIL MARKED "NM 12641 TX 4735" FOUND ON THE SOUTH RIGHT OF WAY LINE OF E. NAVAJO DRIVE FOR THE NORTHWEST CORNER OF THIS TRACT; THENCE N.89°20'54"E. ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 334.23 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 5.56 ACRES, MORE OR LESS.

## OWNERS STATEMENT AND AFFIDAVIT

STATE OF NEW MEXICO  
COUNTY OF LEA

THE UNDERSIGNED FIRST DULY SWORN ON OATH, STATE: ON BEHALF OF THE OWNERS AND PROPRIETORS WE HAVE OF OUR OWN FREE WILL AND CONSENT CAUSED THIS PLAT WITH ITS TRACTS TO BE PLATTED. THE PROPERTY DESCRIBED ON THIS PLAT LIES WITHIN THE PLATTING JURISDICTION OF LEA COUNTY.

BY \_\_\_\_\_  
GUILLERMO OROZCO  
(BOOK 2194, PAGE 231)

BY \_\_\_\_\_  
NORA I. OROZCO  
(BOOK 2194, PAGE 231)

## ACKNOWLEDGMENT

STATE OF NEW MEXICO  
COUNTY OF LEA

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025, BEFORE ME, GUILLERMO AND NORA I. OROZCO TO ME KNOWN 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

## CERTIFICATE OF APPROVAL BY THE CITY PLANNING BOARD:

THE PLAT, RESTRICTIONS, AND VACATION APPROVED AND ACCEPTED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025 A.D. BY THE CITY PLANNING AND ZONING BOARD OF HOBBS, NEW MEXICO.

CHAIRMAN: WILLIAM M. HICKS, III

## ACKNOWLEDGMENT:

STATE OF NEW MEXICO  
COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.  
BY WILLIAM M. HICKS, III

NOTARY PUBLIC

## 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 REPLAT, TO THE CITY OF HOBBS, WAS APPROVED BY THE COMMISSION OF THE CITY OF HOBBS BY RESOLUTION No. \_\_\_\_\_ ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025 A.D.

JAN FLETCHER, CITY CLERK

## ACKNOWLEDGMENT:

STATE OF NEW MEXICO  
COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.  
BY JAN FLETCHER.

NOTARY PUBLIC



I, EVAN POINTER, NEW MEXICO PROFESSIONAL SURVEYOR NO. 29968, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

EVAN J. POINTER, P.S. 29968

DATE



7921 N World Dr.  
Hobbs, NM 88242-9032  
Squarerootservices.net  
575-231-7347

TYPE OF SURVEY:

REPLAT OF  
TRACTS A & B

PROJECT NAME:

OROZCO REPLAT

CLIENT:

GUILLERMO OROZCO

PROJECT NUMBER:

25108

PROJECT SURVEYOR:

Evan J. Pointer, PS

DRAWN BY:

Kendall Goad

## INDEXING INFORMATION FOR COUNTY CLERK

OWNER:  
Guillermo & Nora I. Orozco

LOCATION:

NE/4 of Section 22,  
Township 18 South, Range 38 East, N.M.P.M.,  
City of Hobbs, Lea County, New Mexico

State of New Mexico, County of Lea, I here by  
certify that this instrument was filed for record on:

## LEGEND

- Set 5/8 inch rebar w/ cap or nail w/ washer marked "POINTER PS 29968" unless otherwise noted
- Found monument as noted
- Utility Pole
- ☆ Light Pole
- Ⓜ Gas Meter
- Ⓜ Water Meter
- X—X— Fence
- O—H— O-H Electric Line
- U—G— Underground Electric Line
- G—A—S— Underground Gas Line
- S—A—N— Sewer Line
- W— Underground Water Line
- — — — — Adjoining Lot Lines
- Existing Structure
- Easement vacated this plat
- XX°XX'XX" XX.XX' Measured bearing and distance
- (XX°XX'XX", XX.XX') Record bearing and distance

Related Project # 25001

SHEET:  
1 of 1

SU - 101





# CITY OF HOBBS

## STAFF SUMMARY FORM

MEETING DATE:  
**May 19, 2025**

**SUBJECT:** Resolution No. 7618 – Approving the FY 2025-2026 Preliminary Budget

**DEPT OF ORIGIN:** Finance

**DATE SUBMITTED:** 5/8/2025

**SUBMITTED BY:** Deb Corral, Assistant Finance Director

### Summary:

- Pursuant to applicable state law, the preliminary budget must be approved and submitted to NMDFA Local Government Division by June 1<sup>st</sup>.
- This proposed preliminary budget includes \$80,108,557.36 in proposed general fund expenditures and \$150,936,051.36 in proposed expenditures for all funds.
- Revenues in the general fund are projected at \$74,381,997.00 and total revenue projections for all funds are set at \$142,440,049.61.
- The current projected general fund cash reserve is set at 57% with a preliminary ending cash balance for all funds of \$92,868,111.65.

### Fiscal Impact:

The Annual Budgeting process has more fiscal impact than any other city policy issue.

### Attachments:

Preliminary Budget Resolution  
FY26 Fund Summary (Preliminary Budget)

### Recommendation:

Motion to approve the resolution.

### Approved By:

Toby Spears, Finance Director	5/9/2025
Toby Spears, Finance Director	5/9/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	5/9/2025
Manny Gomez, City Manager	5/12/2025

CITY OF HOBBS

RESOLUTION NO. 7618

2025-2026 PRELIMINARY BUDGET CONSIDERATION  
(114<sup>th</sup> FISCAL YEAR)

WHEREAS, the Governing Body of the Municipality of Hobbs, State of New Mexico has developed a preliminary budget for fiscal year 2025 - 2026; and

WHEREAS, said preliminary budget was developed on the basis of need and through cooperation with all user departments, elected officials and other department supervisors; and

WHEREAS, the official meetings for the review of said documents were duly advertised and held on May 5, 2025 and May 19, 2025, in compliance with the State Open Meetings Act; and

WHEREAS, the majority opinion of this Commission is that the proposed preliminary budget meets the requirements currently determined for fiscal year 2025 -2026.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Governing Body of the Municipality of Hobbs, State of New Mexico, hereby adopts the preliminary budget herein above described and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

PASSED, ADOPTED, APPROVED AND RESOLVED in session this 19<sup>TH</sup> day  
of May, 2025.

MUNICIPAL GOVERNING BODY OF  
HOBBS, NEW MEXICO

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

\_\_\_\_\_  
R. FINN SMITH, Commissioner

\_\_\_\_\_  
CHRISTOPHER R. MILLS, Commissioner

\_\_\_\_\_  
LARRON FIELDS, Commissioner

\_\_\_\_\_  
JOSEPH D. CALDERON, Commissioner

\_\_\_\_\_  
DWAYNE PENICK, Commissioner

\_\_\_\_\_  
DON R. GERTH, Commissioner

ATTEST:

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

**City of Hobbs Preliminary Budget  
FY26 Fund Summary**

		Beginning Cash (FY25 BAR #3)	Total revenue	Interfund Transfer	Total Expenditures	Ending Cash	
001	GENERAL	57,494,484.62	74,281,997.00	(6,147,317.49)	80,008,557.36	45,620,606.77	57%
002	LAND ACQUISITION	830,648.61	100,000.00		100,000.00	830,648.61	
General Fund Subtotal		58,325,133.23	74,381,997.00	(6,147,317.49)	80,108,557.36	46,451,255.38	
110	LOCAL GOV CORR	500,154.10	192,500.00		441,000.00	251,654.10	
120	POLICE PROTECTION	-	194,000.00		194,000.00	-	
130	P D N (parif, drug, narcotics)	1,918.75	-		-	1,918.75	
160	Core	1,000.00	1,888,500.00	3,329,970.48	5,218,470.48	1,000.00	
170	OLDER AMERICAN	25,904.65	281,800.00	953,551.96	1,260,256.61	1,000.00	
180	GOLF	5,135.88	1,129,500.00	1,748,937.56	2,882,573.44	1,000.00	
190	CEMETERY	1,000.00	245,250.00	427,357.49	672,607.49	1,000.00	
200	AIRPORT	743,416.58	252,280.68	-	234,200.00	761,497.26	
210	LEGISLATIVE APPROPRIATIONS	1,244,217.17	2,150,000.00		2,150,000.00	1,244,217.17	
220	INTERGOVERNMENTAL GRANTS	4,159.13	2,800,000.00		2,800,000.00	4,159.13	
230	LODGERS' TAX	1,397,885.43	1,850,000.00	(762,500.00)	1,050,000.00	1,435,385.43	
240	LG ABATEMENT FUND (OPIOID)	150,746.81	50,000.00		50,000.00	150,746.81	
250	CANNABIS EXCISE TAX FUND	2,555,106.50	1,128,000.00	-	2,850.00	3,680,256.50	
270	PUBLIC TRANSPORTATION	1,008,751.67	897,250.00	400,000.00	1,163,501.50	1,142,500.17	
280	FIRE PROTECTION	1,254,353.86	740,000.00		1,037,500.00	956,853.86	
290	EMER MEDICAL SERV	3,659.62	60,000.00		60,000.00	3,659.62	
310	LEDA	-	-	50,000.00	50,000.00	-	
320	2023 Recruitment LER (Year 3 - Final)	(0.00)	187,500.00	-	187,499.99	0.01	
330	Corrections Recruitment (Year 2)	-	112,000.00	-	112,499.99	-	
340	Fire Fighter Recruitment (Year 2)	-	112,500.00	-	112,500.00	-	
Special Revenue Subtotals		8,897,410.15	14,271,080.68	6,147,317.49	19,679,459.50	9,636,848.81	
370	COMM DEVE CONST	1,000.00	-		-	1,000.00	
430	CORE CAPITAL FUND	-				-	
460	BEAUTIFICATION IMPROVEMENT	704,441.89	1,000,000.00	-	-	1,704,441.89	
480	STREET IMPROVEMENTS	1,294,203.15	1,150,000.00		-	2,444,203.15	
490	CITY COMM. IMPROVEMENTS	10,939,157.32	2,800,000.00	-	80,000.00	13,659,157.32	
Capital Project Subtotals		12,938,802.36	4,950,000.00	-	80,000.00	17,808,802.36	
510	UTILITY BOND	45.00	-	307,004.10	307,004.10	45.00	
530	WASTEWATER BOND	1,989,842.96	-	2,442,796.62	2,442,796.62	1,989,842.96	
Debt Service Subtotals		1,989,887.96	-	2,749,800.72	2,749,800.72	1,989,887.96	
100	SOLID WASTE	3,095,958.09	8,700,000.00		8,700,000.00	3,095,958.09	
440	JOINT UTILITY EXTENSIONS CAPITAL PROJECT	1,000.00	-	-	-	1,000.00	
600	JOINT UTILITY	3,391.92	-	8,335,125.78	8,337,517.70	1,000.00	
610	JOINT UTILITY CONST	1,000.00	1,500,000.00	2,485,000.00	3,985,000.00	1,000.00	
620	WASTE WATER PLANT CONST	1,000.00	-	465,000.00	465,000.00	1,000.00	
630	JOINT UTILTIY - WASTEWATER	4,915.01	-	6,027,991.07	6,031,906.08	1,000.00	
650	JOINT UTILTIY INCOME - WASTEWATER	28,520.47	9,320,000.00	(8,935,787.69)	42,000.00	370,732.78	
660	JOINT UTILITY INCOME	1,482,023.81	10,041,600.00	(11,127,129.88)	-	396,493.93	
680	METER DEPOSIT RES	1,629,863.07	300,000.00		300,000.00	1,629,863.07	
690	INTERNAL SUPPLY	72,632.52	252,000.00		252,000.00	72,632.52	
Utility Subtotals		6,320,304.89	30,113,600.00	(2,749,800.72)	28,113,423.78	5,570,680.39	
640	MEDICAL INSURANCE	636,119.78	8,053,121.28	-	7,894,400.00	794,841.06	
670	WORKERS COMP TRUST	1,254,956.57	970,930.65		1,218,000.00	1,007,887.22	
740	INSURANCE - RISK	3,964,772.01	2,591,000.00		3,011,090.00	3,544,682.01	
Internal Service Subtotal		5,855,848.36	11,615,051.93	-	12,123,490.00	5,347,410.29	
700	MOTOR VEHICLE	4,410.83	6,000,000.00		6,000,000.00	4,410.83	
710	MUNI JUDGE BOND FUND	110,414.33	-		-	110,414.33	
720	RETIREE HEALTH INSURANCE TRUST FUND	6,648,685.39	1,080,000.00	-	2,058,000.00	5,670,685.39	
730	CRIME LAB FUND	74,200.55	17,820.00		17,820.00	74,200.55	
750	FORECLOSURE TRUST FUND	71.88	-		-	71.88	
770	LIBRARY TRUST	3,182.38	3,000.00		3,000.00	3,182.38	
780	SENIOR CITIZEN TRUST	5,210.94	1,000.00		1,000.00	5,210.94	
790	PRAIRIE HAVEN MEM	369.60	-		-	369.60	
800	COMMUNITY PARK TRUST	99.62	-		-	99.62	
820	EVIDENCE TRUST FUND	183,212.42	5,000.00		-	188,212.42	
830	HOBBS BEAUTIFUL	4,688.85	-		-	4,688.85	
860	RETIREE RECOGNITION	1,679.66	1,500.00		1,500.00	1,679.66	
Trust & Agency Subtotals		7,036,226.45	7,108,320.00	-	8,081,320.00	6,063,226.45	
Grand Total All Funds		101,363,613.41	142,440,049.61	(0.00)	150,936,051.36	92,868,111.65	



# CITY OF HOBBS

## STAFF SUMMARY FORM

MEETING DATE:  
**May 19, 2025**

**SUBJECT:** Resolution No. 7619 - Authorizing the Mayor to Execute an Agreement with Excalibur Oilfield Services, LLC, to Supply Effluent Reuse Water

**DEPT OF ORIGIN:** Utilities

**DATE SUBMITTED:** 4/23/2025

**SUBMITTED BY:** Tim Woomer, Utilities Director

### Summary:

- City proposes to execute an Agreement with Excalibur Oilfield Services, LLC., to sell effluent reuse water in the amounts of a minimum of one million (1,000,000) gallons per day for the Winter Months of September, October, November, December, January, February, March and April.
- Excalibur Oilfield Services, LLC., shall pay City a total of \$9,000.00 per month (plus NMGR) during the Winter Months of September, October, November, December, January, February, March and April for the term of this Agreement. The monthly purchase price shall be payable on or before the fifteenth day of each month.
- Excalibur Oilfield Services, LLC. is not entitled to any distribution of City's effluent reuse water for the Summer Months of May, June, July, and August.
- City is not obligated under the terms of this Agreement to sell, but may sell, any effluent reuse water above the one million (1,000,000) gallons per day during the Winter Months. In the event Purchaser seeks to purchase more effluent reuse water, Purchaser may do so pursuant to the following amounts and rates: An indeterminate amount in excess of the initial one million (1,000,000) gallons per day at a price of \$0.10 per 1,000 gallons (plus NMGR) for the Winter Months. Excalibur Oilfield Services, LLC. would be entitled to secondary right of refusal (junior rights) to purchase an indeterminate amount of effluent reuse water above the one million (1,000,000) gallons per day under the terms of this Agreement.
- This Agreement fosters the City's intent to diversify and beneficially use the City's effluent reuse water for irrigation, construction and commercial purposes. The term of this Agreement is for five (5) years, renewable for one additional five (5) year term, commencing on June 1, 2025.

### Fiscal Impact:

**Fiscal Impact:** \$72,000.00 annually in new revenue (plus NMGR)

Excalibur Oilfield Services, LLC., shall pay the City of Hobbs the contract sum of \$9,000.00 per month (plus NMGR) during the winter Months of September through April for the term of this agreement and an additional price of \$0.10 per 1,000 gallons (plus NMGR) for

amounts in excess of the initial one million (1,000,000) gallons per day for the Winter Months of September through April.

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**Attachments:**

Resolution - Excalibur Oilfield Services Effluent Reuse Agreement 5-19-2025  
Excalibur - Effluent Water Purchase Contract 5-15-25 v6. final-1

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**Recommendation:**

The Commission should consider approval of this Agreement.

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**Approved By:**

Tim Woomer, Utilities Director	5/8/2025
Toby Spears, Finance Director	5/9/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	5/9/2025
Manny Gomez, City Manager	5/9/2025

**CITY OF HOBBS**

**RESOLUTION NO. 7619**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH EXCALIBUR OILFIELD SERVICES, LLC., TO SUPPLY EFFLUENT REUSE WATER**

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Mayor and City Manager are hereby authorized to execute an Agreement to supply effluent reuse water to Excalibur Oilfield Services, LLC., at a point east of the City's twenty (20) inch effluent reuse pipeline on the Eunice Highway, upon the terms and conditions set forth in said Agreement, a copy of which is attached hereto and incorporated herein as Exhibit A.

**PASSED, ADOPTED AND APPROVED this 19<sup>th</sup> day of May, 2025.**

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

ATTEST:

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



**CITY OF HOBBS  
EFFLUENT WATER  
PURCHASE AGREEMENT**

THIS AGREEMENT is made the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Hobbs, New Mexico, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as “City”) and Excalibur Oilfield Services, LLC. a New Mexico corporation with a principle place of business of P.O. Box 507, Eunice, New Mexico 88231 (hereinafter referred to as “Purchaser”).

WHEREAS, the City obtains its potable water from groundwater wells located throughout the City and the outlying area; and

WHEREAS, groundwater stores in the Ogallala Aquifer continue to be exhausted without significant recharge; and

WHEREAS, the City owns and operates the City of Hobbs Wastewater Reclamation Facility located at 1301 S. 5<sup>th</sup> St. which meets State of New Mexico regulatory requirements for effluent reuse; and

WHEREAS, in order to conserve the limited supply of water, the City continues to move forward to expand its Effluent Reuse Program; and

WHEREAS, the City’s Effluent Reuse Program targets those users that are immediately prepared to receive effluent water for irrigation, construction and commercial purposes; and

WHEREAS, the City shall continue to seek purchasers for effluent water and enter into purchase agreements with the purchasers; and

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

**Definitions:**

- Effluent Water – Treated wastewater produced by the City’s Wastewater Reclamation Facility. Effluent Water is not potable and is not approved for human consumption.
- Indeterminate Amount – An unspecified volume of effluent water not guaranteed under this agreement and subject to availability.
- Summer Months – May, June, July, August
- Winter Months – September through April



## 1. Price and Quantity.

### a. Base Obligation

The City agrees to sell, and the Purchaser agrees to purchase, the following quantities of Effluent Water:

- i. Summer Months (May–August)
  - 1. Not part of this agreement
- ii. Winter Months (September–April)
  - 1. Quantity: 1,000,000 gallons per day
  - 2. Price: \$9,000 per month
  - 3. Payment due: On or before the 15th day of each month
- iii. Any usage exceeding the contracted daily quantities, based on an average daily amount for the month, shall be billed at the Excess Effluent Water rate, as stated below in section b. – Excess Effluent Water.
- iv. In the event the purchaser is unable to take delivery of the daily amounts, the monthly price shall not be reduced, except in cases of force majeure events beyond the Purchaser's reasonable control.

### b. Excess Effluent Water

- i. The City shall prioritize its own internal needs for any excess effluent water.
- ii. The City may enter into additional agreements with third parties for excess effluent water during the term of this contract.
- iii. The City's existing and future contractual obligations shall be fulfilled prior to any sales to the Purchaser of Excess Effluent Water.
- iv. The City is not obligated under the terms of this Agreement to sell, but may sell, any effluent water above the amounts outlined above. Purchaser must submit a request to City for any effluent water above the amounts outlined above.
- v. The City may provide an indeterminate amount in excess of the initial one million (1,000,000) gallons per day.
- vi. Price for excess water: \$0.10 per 1,000 gallons

### c. Limitations and Delivery Conditions

The City shall provide Effluent Water exclusively from the City's Wastewater Reclamation Facility. Under no circumstances shall water from the City's potable distribution system be provided under this Agreement.

If, due to an affirmative vote of the Hobbs City Commission, operational limitations deemed by the Utilities Director, or force majeure events, the City is unable to provide the minimum contracted quantities and no effluent water is available for City facilities, the City may temporarily reduce deliveries to the Purchaser. In such an event, the Purchaser shall only be charged \$0.10 per 1,000 gallons for the amount actually delivered during the affected billing month.

## **2. Term and Termination.**

This Agreement shall commence upon execution by both Parties. The initial term of this Agreement is for: five (5) years from the date of execution. In partial consideration for amounts paid under this Agreement, City does grant Purchaser, its successors and assignees the first option to renew this Agreement. The renewal shall be for a term of five (5) years and shall be subject to the same terms and conditions set forth in this Agreement for the initial term, except as may be provided otherwise in this Agreement with regard to price of effluent water ("renewal term"). Purchaser may exercise this option by giving City written notice at least ninety (90) days prior to the expiration of the initial term.

Commencing on the date of the renewal term, if any, which is five (5) years after the commencement of this Agreement, the rates outlined in Section 1 above shall be automatically adjusted by a percentage equal to the annual percent change in the average Consumer Price Index for All Urban Consumers: Water services ("CPI"), as published by the Bureau of Labor Statistics, for the 12-month period ending the previous December 31 (compared to the average CPI for the next previous 12-month period ending December 31). At least thirty (30) days prior to the commencement of the renewal term, City shall notify Purchaser of the CPI adjustment to take effect on the commencement of the renewal term and shall provide Purchaser with its computations therefor. Adjustments to the rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when adjusting. The CPI adjustment made prior to the commencement of the renewal term shall be the rate for the remainder of the renewal term.

City and Purchaser understand that City's primary obligation is to provide water to the residents of Hobbs, New Mexico, and as such, this Agreement may be terminated by City at any time with ninety (90) days' notice to Purchaser in the event City experiences: extraordinary drought wherein effluent water is needed for other City facilities and no other effluent water is available, loss of, or damage to, City's Wastewater Reclamation Facility; loss of, or damage to, City's water distribution line(s) that service Purchaser; loss of, or damage to, Purchaser's infrastructure or facilities which substantially impairs City from delivering effluent water to Purchaser; or the State of New Mexico or the United States' government in any way prohibit either party from fulfilling its obligation under this Agreement.

Either party shall have the right to cancel this Agreement if for more than ninety (90) days either party is in violation of any of the terms and conditions of this Agreement or the discharge plan as issued to either party by the New Mexico Environment Department. In the event the New Mexico Environment Department does not issue a discharge plan to Purchaser, this Agreement will automatically terminate upon the unsuccessful conclusion of all of Purchaser's applicable appeals, if any.

In the event of termination of this Agreement for any reason, Purchaser shall be required to pay, at a minimum, the amount owed as of the last day of service by City. Following termination, City shall submit a final invoice to Purchaser. Purchaser shall be responsible for remitting all final amounts within thirty (30) days of receipt of said invoice.

## **3. Discharge Plan Required.**

Purchaser shall be required to obtain a discharge plan from the New Mexico Environment Department. Deliveries under the terms of this Agreement shall only begin within thirty (30) days of the issuance of a discharge plan to Purchaser by the New Mexico Environment Department.

City and Purchaser agree to and shall at all times adhere to and comply with all the requirements as mandated by the New Mexico Environment Department as it relates to the discharge plan currently or in the future granted to the City as well as the discharge plan granted to Purchaser. Purchaser agrees to provide a true and correct copy of any discharge plan as issued to Purchaser by the New Mexico Environment Department.

City agrees to provide and be responsible for laboratory analysis and preparation of test results as follows:

- A. Purchaser shall provide sampling and City shall provide, at no charge, testing of total dissolved solids (TDS), chlorides and nitrates, as set forth in the discharge plan issued to Purchaser.
- B. City, at no charge, will provide monthly testing of the effluent water as it relates to sodium content and fecal coliform counts.

#### **4. Delivery Points and Pressure.**

Purchaser shall provide, construct, and maintain all equipment, pipeline and facilities necessary to receive the effluent water at a mutually agreeable location adjacent to City's water distribution line. Purchaser shall be solely responsible for bringing their water distribution system to City's water distribution to ensure delivery of effluent water from City. Pressure at the point of delivery shall not be guaranteed by City. The initial tap, valve, and meter necessary to connect Purchaser's distribution line to City's distribution line will be determined by City and shall be provided by City at no cost to Purchaser. Any additional tap, valve, or meter requested by Purchaser for any reason, including damage to the same, shall be at Purchaser's own cost and expense and Purchaser shall be required to provide all labor, tap, valve, and meter necessary to effectuate connection to City's distribution line. All work, of any kind, that in any way impacts the City's distribution line or property adjacent to the same shall be approved by the City prior to commencement of work. City may temporarily cease delivery in the event Purchaser's water distribution system fails, is compromised, or otherwise presents any risk to City or City's infrastructure. Purchaser shall have a five (5) day grace period in which to repair any equipment or system problems which prevent the taking of effluent water as provided herein. If after said five (5) days Purchaser has not rectified any said defect or fails to take the quantities of effluent water as specified herein, then Purchaser will be assessed \$100 damages per day as liquidated damages.

#### **5. Condition of Effluent Water.**

It is specifically understood by the Parties that at no time will the City provide Purchaser with water from its current distribution system and shall only be required to provide effluent water from the City's Wastewater Reclamation Facility. The effluent water contemplated herein is not approved or accepted for human consumption. Purchaser shall bear all responsibility and liability in any way associated with any possible human consumption of effluent water received by Purchaser from City, after receipt of the same.

#### **6. Delivery of Possession.**

City shall deliver effluent water to Purchaser utilizing the City's subsurface water distribution lines. Upon transfer of effluent water from City's water distribution lines to Purchaser's water distribution infrastructure, Purchaser shall be deemed to have received the effluent water for purposes of this

Agreement. Purchaser thereafter bears any and all responsibility or liability in any way associated with the effluent water or any resulting damages that may occur.

## **7. Damage to City's Infrastructure.**

In the event Purchaser causes any damage whatsoever to City's infrastructure, including but not limited to, City's valves, meters, or lines, Purchaser shall be responsible for reimbursing City in full for cost of repair. Furthermore, Purchaser has an obligation to immediately notify City of all damage to City's infrastructure and take immediate measures to mitigate the resulting harm. Should Purchaser fail to immediately notify City of all damage to City's infrastructure, said failure to notify shall serve as prima facie proof of culpability under and theory of tort or breach of contract.

If at the inception of this Lease or at any time thereafter (including any renewal) all or any part of the Leased Premises shall be damaged or destroyed through any cause attributed in any way to Lessee, other than a weather event or act of God, Lessee shall be responsible for all repairs and costs associated with the repair of the same. In making any repairs, Lessee shall first notify Lessor of the damage and provide a timeline for repairs. Lessor shall cooperate with Lessee in allowing all repairs to be made in a timely fashion. Lessee shall as soon as practical, inform Lessor of any and all damage attributed to a weather event or act of God and Lessor shall be responsible for all repairs and costs associated with the repair of the same.

## **8. Payment of Assessments.**

Purchaser shall pay as they become due all assessments, of any kind, to the City's Utilities Department, Attn: Utilities Director. If Purchaser defaults in paying any such amounts, City may, at its sole discretion assess a late payment fee of up to 5% of the amount then due. Should the account remain unpaid for ninety (90) days or more, City may cease delivery of effluent water and may, at its sole discretion, terminate this Agreement. City also reserves the right to take all legal measures appropriate and necessary to recoup any amounts owed and any other damages that may result. Purchaser shall not pledge, in any manner, the City's performance or property as collateral or otherwise allow any liens or mortgages to attach to any portion of the City's property whatsoever.

## **9. Right of Entry.**

City or its agent has a right to enter upon Purchaser's property to inspect City's connections, lines, or other infrastructure or to make repairs of the same. Where feasible, City shall provide Purchaser at least 48-hours advanced notice prior to entering upon Purchaser's property. In an emergency, such as a flooding or line break, City or its agent may enter the premises without securing Purchaser's prior permission but shall give Purchaser notice of entry as soon thereafter as practicable.

## **10. Assignment of Agreement**

Purchaser may assign this Agreement to a subsidiary, partner, cooperative, or other business entity, provided that the assignment is first approved by the Hobbs City Commission. Such approval shall not be unreasonably withheld. Purchaser shall provide the City with written notice of the proposed assignee and sufficient information to demonstrate the assignee's ability to fulfill the obligations under this Agreement. Upon approval by the City Commission, Purchaser shall be

released from further obligations under this Agreement, and the assignee shall assume all rights and responsibilities herein.

#### **11. Duty to Insure and Indemnity.**

During the term of this Agreement and any extension thereof, Purchaser shall provide coverage for liability of Purchaser and its employees, agents, officers, and assigns, and for its infrastructure and improvements. During the term of this Agreement and any extension thereof, Purchaser shall maintain in force a policy or policies of insurance providing comprehensive general liability coverage of not less than \$1,000,000.00 limit per occurrence, including coverage for property damage, bodily injury and wrongful death. Such insurance policy or policies shall name the City of Hobbs, its branches, agencies, instrumentalities, and public employees as additional insured. All policies contemplated herein shall be primary. Purchaser shall provide certificates of coverage evidencing compliance with this section which shall be attached to this Agreement at the time of execution. Purchaser shall notify City within ten (10) calendar days after cancellation or expiration of any required coverage. Purchaser shall indemnify and hold harmless the City of Hobbs, its agents, employees, officers, and elected officials against any and all claims in any way associated with Purchaser's business or the use of the effluent water for the same. By entering into this Agreement, Purchaser waives or disclaims any cause of action it would otherwise have pursuant to NMSA 1978, § 41-4-8. Purchaser shall notify City within ten (10) calendar days of any action at law that may be brought against Purchaser in any way associated with their use of the effluent water.

#### **12. Amendments to be in Writing and Approved.**

This Agreement shall not be altered or amended except by instrument in writing executed by both the City and Purchaser and approved by the City of Hobbs City Commission via resolution.

#### **13. Address for Notices, Payment of Assessments, etc.**

Notices required under this Agreement, assessments and payments shall be made at the following address, except as changed by written notice to the opposite party:

<p>To the CITY: City of Hobbs                  200 E. Broadway                  Hobbs, NM 88240                  (575) 397-9226                  (575) 391-7876                  Email: <a href="mailto:twoomer@hobbsnm.org">twoomer@hobbsnm.org</a></p>	<p>To the PURCHASER: Excalibur Oilfield Services, LLC                  PO Box 507                  Eunice, NM 88231                  Phone: 505-882-4454                  Fax: 575-359-5555                  Email: <a href="mailto:ExcaliburCorp@hotmail.com">ExcaliburCorp@hotmail.com</a></p>
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#### **14. Merger of Prior Agreement.**

This Agreement incorporates all of the conditions, agreements and understandings between the Parties concerning the subject matter of this Agreement, and all such conditions, agreements and understandings have been merged into this written Agreement. No prior condition, agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

#### **15. Certificates and Documents Incorporated.**

All certificates and documentation required by the provisions of this Agreement shall be attached to the Agreement at the time of execution, and are hereby incorporated in this written Agreement to the extent they are consistent with its terms and conditions.

#### **16. Environmental Safety.**

Purchaser warrants that the premises have undergone, if required, an environmental study the results of which show that the premises comply with all state environmental regulations. City shall disclose any and all known or suspected hazards that result from any environmental study to Purchaser prior to Purchaser taking possession of the effluent water. City shall not be held liable, in any cause of action, for hazardous conditions City was not aware of, after due diligence, at the time of transfer of the effluent water to Purchaser.

#### **17. Notice.**

The Procurement Code (NMSA 1978, §§ 13-1-28 through 13-1-199) imposes civil and misdemeanor criminal penalties for its violation. Additionally, the Hobbs Municipal Code Chapter 3 shall be adhered to at all times in negotiating and contracting by the City of Hobbs. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

#### **18. Miscellaneous.**

This Agreement shall be interpreted pursuant to the laws of the State of New Mexico. Venue and Jurisdiction shall lie exclusively in the Fifth Judicial District Court, Lea County, New Mexico.

If any provision of this Agreement shall be deemed by a court of competent jurisdiction as illegal, unenforceable, or unconstitutional, the remainder of the Agreement shall remain valid and enforceable as written.

By entering into this Agreement, the City of Hobbs in no way waives or foregoes any protections afforded under the New Mexico Tort Claims Act (NMSA 1978, § 41-4-1, et seq.) or any other theories of law that afford immunity to government agencies and their officers and employees.

[All Necessary Signatures on the Next Page]

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

**ATTEST:**  
**THE CITY OF HOBBS, NEW MEXICO**

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

By: \_\_\_\_\_  
JAN FLETCHER, City Clerk

By: \_\_\_\_\_  
TOBY SPEARS, Finance Director

**ATTEST:**  
**EXCALIBUR OILFIELD SERVICES, LLC**

By: \_\_\_\_\_  
EDGAR ONTIVEROS, President

\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

\_\_\_\_\_  
MEDJINE DESROSIERS-DOUYON, Deputy City Attorney



# CITY OF HOBBS

## STAFF SUMMARY FORM

MEETING DATE:  
**May 19, 2025**

**SUBJECT:** Resolution No. 7620 - Approving a Second One-Year Extension of the Professional Services Agreement with KimJoy Group, LLC, for Management of the Operation of the Restaurant and Catering Service at Rockwind

**DEPT OF ORIGIN:** Legal

**DATE SUBMITTED:** 5/8/2025

**SUBMITTED BY:** Medjine Desrosiers-Douyon, Deputy City Attorney

### Summary:

Kenny Kim and Joy Field conduct business as KimJoy Group, LLC and has continued to serve as the exclusive manager and operator of the restaurant at Rockwind, including all alcohol dispensed at Rockwind. KimJoy Group, LLC will pay the City \$1,000.00 per month and 3% of its gross sales as documented in its monthly gross receipts tax filings. The City is entitled to host up to three major events each year and will be entitled to 80% of the net income after KimJoy Group, LLC's pre-approved expenses for each major event. KimJoy Group has maintained the permits/licenses required by both state and/or local regulatory boards.

### Fiscal Impact:

The City will be paid \$1,000.00 each month and 3% of gross sales as documented in the monthly gross receipts tax filings. The City will be entitled to sponsor up to three major events each year and will be entitled to 80% of the net income after KimJoy Group, LLC's pre-approved expenses for each major event.

### Attachments:

Resolution Approving Second Renewal of the PSA with KimJoy Group for Rockwind  
05.08.25  
Prof Svc Agmt - KimJoy Group LLC - Operation of Rockwind Grill 7-1-23

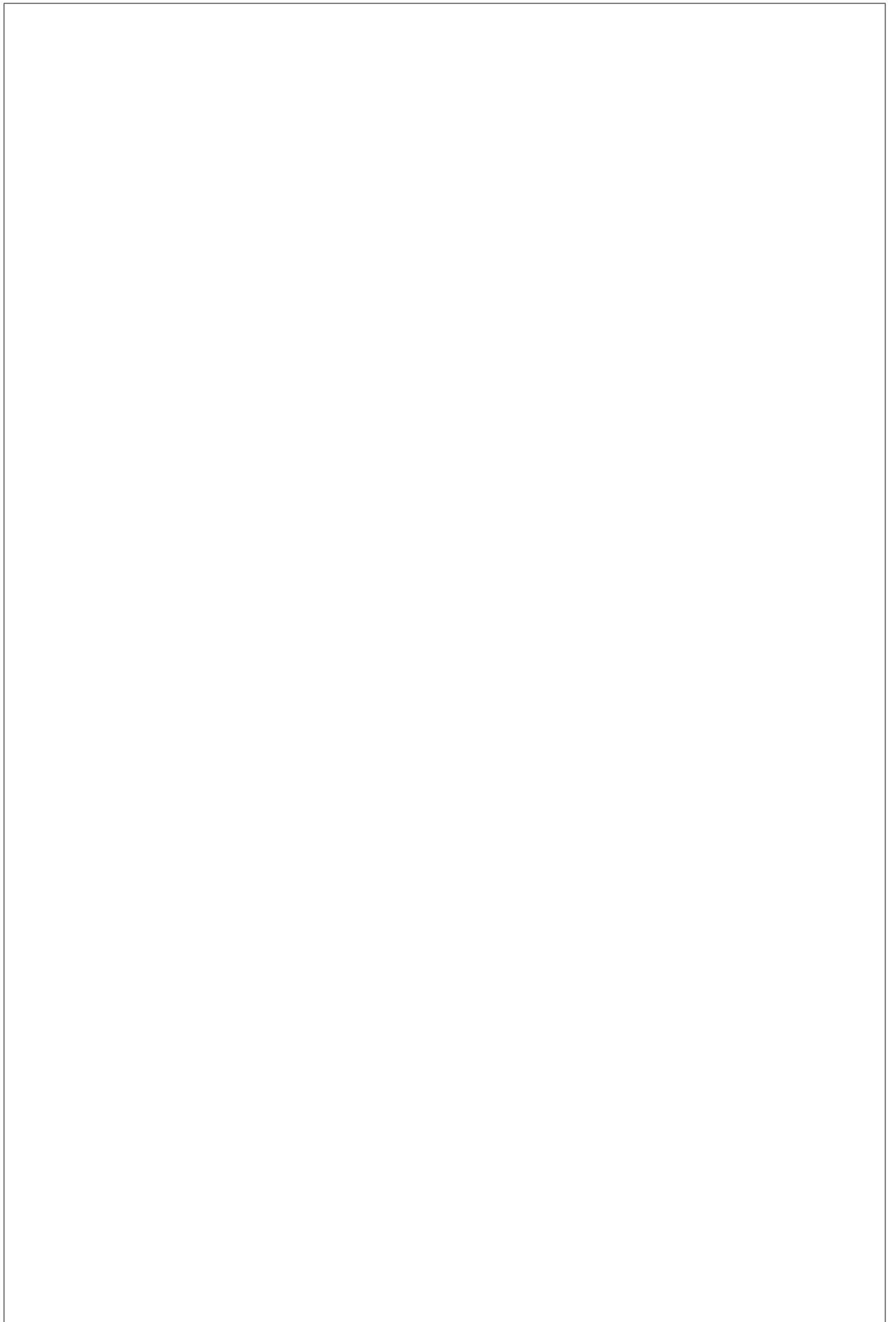
### Recommendation:

The Commission should consider approving the second one-year extension of the Professional Services Agreement.

### Approved By:

Medjine Desrosiers-Douyon, Deputy City Attorney	5/8/2025
Toby Spears, Finance Director	5/8/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	5/8/2025
Manny Gomez, City Manager	5/8/2025





CITY OF HOBBS

RESOLUTION NO. 7620

A RESOLUTION APPROVING A *SECOND* ONE-YEAR EXTENSION OF THE PROFESSIONAL SERVICES AGREEMENT WITH KENNY KIM AND JOY FIELD DBA KIMJOY GROUP, LLC FOR MANAGEMENT AND OPERATION OF THE RESTAURANT AND CATERING SERVICE AT ROCKWIND RESTAURANT COMMUNITY LINKS

WHEREAS, on May 15, 2023, the City of Hobbs Commission awarded the restaurant, food, beverage and catering services at Rockwind Community links to Kenny Kim and Joy Filed via RFP 543-23; and

WHEREAS, the Professional Services Agreement allowed for up to three one-year renewals upon written approval from both City and Contractor prior to the expiration of any one-year term; and

WHEREAS, KIMJOY GROUP, LLC has expressed a desire to exercise the second one-year renewal of the Professional Services Agreement, subject to the same terms, for \$1,000.00 per month and 3% of its gross sales as documented in its monthly gross receipts tax filings; and

WHEREAS, the City is entitled to host up to three major events each year and will be entitled to 80% of the net income after KimJoy Group, LLC's pre-approved expenses for each major event.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the parties hereby agree to exercise the second one-year extension of the 2023 Professional Services Agreement with KIMJOY GROUP, LLC for the management and operation of the restaurant and catering service at Rockwind Restaurant Community Links.

PASSED, ADOPTED AND APPROVED this 19<sup>th</sup> day of May, 2025.

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

ATTEST:

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

## PROFESSIONAL SERVICES AGREEMENT

### CITY OF HOBBS – KENNY KIM AND JOY FIELD, DBA KIMJOY GROUP, LLC

WHEREAS, NMSA 1978, §3-17-1, provides that cities are granted those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the city and its inhabitants; and

WHEREAS, the City of Hobbs, Lea County, New Mexico (“City”) and the Hobbs City Commission have determined that the services to be provided by the contracting party pursuant to this Agreement are needed by certain segments of the population of the City and are necessary to contribute to the quality of life of the citizens of Hobbs, New Mexico; and

WHEREAS, the City is the owner of Rockwind Community Links Golf Course (“Rockwind”) located at 5001 Jack Gomez Blvd., Hobbs, NM; and

WHEREAS, on April 25, 2023, the City issued a Request for Proposals for providing Quick-Service Restaurant, Food & Beverage and Catering Services at Rockwind. Kenny Kim and Joy Field, DBA KimJoy Group, LLC (“Contractor”) was determined the best qualified proposer; and

WHEREAS, the City desires to engage Contractor to manage and operate Rockwind restaurant, food, beverage and catering services, on behalf and for the benefit of City, and Contractor desires to accept such engagement, pursuant to the terms and conditions herein; and

NOW, THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

#### 1.0 SCOPE OF SERVICES

1. City hereby engages Contractor to act as the sole and exclusive manager and operator of Rockwind restaurant and catering services, subject to and as more fully described in this Agreement, and, in connection with, to perform the services described in Exhibit “1”, attached hereto.
2. Contractor hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement.
3. Lease of Liquor License: The parties acknowledge that City has procured and maintains a governmental liquor license pursuant to NMSA 1978, §60-6A-10. City shall lease to Contractor, as part of this Agreement, the liquor license, to be used exclusively for the operation at the Rockwind facility. Contractor agrees to designate a qualified employee or agent to serve as the designated representative to meet the requirements for issuance

and maintenance of the license. Contractor agrees all activities conducted by Contractor associated with the operation of the liquor license shall strictly conform to New Mexico law and regulations of the New Mexico Alcohol and Gaming Division of the New Mexico Regulation and Licensing Department. Contractor shall ensure it receives approval from Alcohol and Gaming to act as Lessee under City's Governmental Liquor License. All income and proceeds from alcohol sales shall be considered "revenue" in determining gross sales under this Agreement. City, with the cooperation of Contractor, shall complete the administrative process for Contractor to become City's Lessee and City shall pay the administrative fees associated with the modification.

## 2.0 TERM & TERMINATION

1. This Agreement, shall commence on July 1, 2023, and pursuant to NMSA 1978, §13-1-150(B), shall be for one (1) year, subject to termination as described herein.
2. This Agreement may be renewed for up to three (3) one-year extensions with the mutual written consent of the parties. Mutual written consent to renew this Agreement must be executed prior to expiration of the then current one-year term. This Agreement shall be construed so as to provide for a continuity of services for the benefit of the general public. In the event all extensions are exhausted as contemplated herein, Contractor shall continue to provide services under this Agreement until such time as a new agreement is executed, or a new manager and operator occupies the restaurant at Rockwind pursuant to a professional services agreement, whichever is earlier.
3. If the parties mutually agree to terminate this Agreement, the parties shall work together to transition the subsequent manager and operator, however, termination shall not occur less than one hundred twenty (120) days after the parties enter a written agreement to terminate. Unless specifically objected to by City, Contractor shall continue to provide services until such time as a subsequent manager and operator occupies the restaurant at Rockwind. If the parties mutually agree to terminate this Agreement, City reserves the right to issue a Request for Qualifications for providing restaurant, food, beverage and catering services at Rockwind during the transition time contemplated herein.
4. Either party may terminate, for cause, upon thirty-days written notice, if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions hereof, and such failure is not cured during such thirty-day notification period. Such notification shall be in writing subject to paragraph 11.0(6) herein. If this Agreement is terminated for cause following a thirty-days written notice and subsequent failure to cure, City and Contractor may agree in writing to provide for continuity of services, until such time as a Request for Qualifications for providing restaurant, food, beverage and catering services at Rockwind can be issued and awarded. In the alternative, City reserves the right to proceed without restaurant, food, beverage and catering services until such time as an award to a subsequent manager and operator is made.

5. Upon conclusion of this Agreement for any of the reasons outlined above and transfer of occupancy of the restaurant to a subsequent manager and operator, Contractor shall (i) promptly discontinue the performances of all services hereunder, (ii) deliver or otherwise make available to City all data, electronic files, documents, procedures, reports, estimates, summaries, and other such information and materials with respect to the facility as may have been accumulated by Contractor in performing its obligations hereunder, whether complete or in progress, and (iii) assign to City, or at the City's discretion the subsequent manager and operator, all contracts or leases entered into by Contractor in furtherance of its duties hereunder, who shall accept such contracts and perform all obligations thereunder following the expiration or termination date.
6. In addition to any other cause for termination, "cause" shall exist to terminate this Agreement in the event Contractor exhibits deficient performance as further outlined in Section 3.0, and fails to cure the same within the thirty-day notice period outlined in subsection 4 above.
7. The remedies described in this Section 2.0 shall be in addition to any other remedies the parties may be entitled to, either by virtue of the terms of this Agreement, at law, or in equity as a result of a breach or termination of this Agreement.

### 3.0 EVALUATION OF PERFORMANCE

1. City, through the City Manager or his/her designee (i.e., Golf Pro and Recreation Director), shall conduct quarterly, or at a frequency deemed necessary by City Manager, performance evaluations of the performance of Contractor at Rockwind. City also reserves the right to conduct periodic evaluations following any event at Rockwind. The performance evaluations shall be conducted in a manner determined as most effective for City. The performance evaluations shall be designed to ensure the general public is receiving the best possible service from Contractor at Rockwind.
2. Contractor shall be entitled to performance evaluation criteria so as to meet the standards and expectations of City in rendering service to the general public. However, Contractor shall not be entitled to prior notice of any performance evaluations.
3. In the event Contractor's performance is found deficient, City shall provide Contractor with a thirty-day notice which shall state the deficiencies in Contractor's performance and shall make an affirmative statement of the City's intent to terminate the Agreement in the event that Contractor does not cure said deficiencies as outlined in Section 2.0(6) herein.
4. City, at its sole discretion, shall make the final determination as to whether or not the deficiency is cured. City shall be reasonable in all determinations regarding satisfaction of deficient performance. City's determination shall be final and binding on the parties.

5. Contractor shall timely address all complaints regarding their performance – whether from City or members of the general public. Contractor shall timely inform the City in writing of the resolution of each complaint.
6. All records discussed herein shall constitute “public records” subject to inspection pursuant to NMSA 1978, §14-2-1, et seq.

#### 4.0 COMPENSATION

1. Contractor shall pay City \$1,000.00 per month, plus 3% of its gross sales on or before the 25<sup>th</sup> day of the following month (gross sales is determined by the monthly New Mexico Taxation and Revenue CRS Report). Contractor shall provide documentation of the 3% gross sales payment as determined by the CRS Report.
2. Gross sales shall include all income received by Contractor pursuant to its responsibilities under this Agreement, including, but not limited to, restaurant, bar and catering income, any cash incentive received from equipment, supplies, food or beverage vendors, income from tournaments, meetings, banquets, parties or weddings.
3. City is entitled, but not obligated, to sponsor up to three “major events” each year and shall be entitled to 80% of the net income from Contractor’s sales for each event after deduction of Contractor’s prior City-approved expenses for each event. As used herein, “major event” means any concert, exhibition, live performance, or event outside of non-professional golf tournaments and non-professional golf events.
4. City shall be entitled to conduct periodic audits of all monthly gross sales of Contractor at Rockwind, upon reasonable notice to Contractor and during ordinary business hours. All audits required by City shall be at City’s expense. Contractor shall cooperate with City in said audits.

#### 5.0 OWNERSHIP/USE OF FACILITY

1. Data, equipment, furniture, technical equipment, displays, fixtures and similar property materials and any improvements made during the term, not specifically designated as to be provided by Contractor in Exhibit “2” herein shall at all times be owned by City. City shall provide equipment at restaurant as set forth in Exhibit “3” which shall at all times be owned by City. All designated equipment shall remain in the care and custody of the owner designated in Exhibits 2 and 3 upon termination or expiration of this Agreement.
2. City hereby gives Contractor the right and license to use facility, and Contractor accepts such right of use, for the sole purpose of performing the services herein specified, including the operation and maintenance of the restaurant dining room, kitchen, outdoor covered patio (subject to scheduling and prior approval of Rockwind General Manager) and any storage approved by Rockwind management (i.e., Golf Pro and Recreation Director).

3. City shall assign to Contractor, at no cost, parking spaces sufficient for all of Contractor's management staff. All other employees of Contractor shall park in the designated public parking spaces. Contractor's staff shall not park in any of the drop off or pick up areas at Rockwind. Rockwind General Manager has final authority over all parking issues.
4. Any and all scheduling of events outside of the restaurant, including the outdoor patio, shall be coordinated through the Rockwind management (i.e., Golf Pro and Recreation Director) and use by Contractor is subject to Rockwind management (i.e., Golf Pro and Recreation Director) approval.
5. In the event Contractor utilizes any portion of the facility they shall be responsible for cleaning and maintaining that portion of the facility immediately following its use.
6. Contractor shall be responsible for the maintenance and service of all grease traps, kitchen exhaust systems and ice machine on a regular basis and no less than quarterly. Service logs shall be kept on site and made available to the City upon request.
7. Repair of Equipment: The party who has ownership of each individual piece of equipment, as outlined in Exhibits 2 and 3, shall be responsible for all repairs and any necessary replacement of the same. Contractor may make emergency repairs to any City-owned equipment. Contractor must notify City of any emergency repairs within 24-hours of the emergency repair. In the event Contractor makes emergency expenditures for maintenance or repair of any City-owned piece of equipment, City will cause Contractor to be reimbursed for any such expenses reasonably incurred. If a City-owned piece of equipment is in need of a non-emergency repair, a work order request shall be submitted to: [bldgmaint@hobbsnm.org](mailto:bldgmaint@hobbsnm.org) stating the piece of equipment, a description of the issue and a requested timeline for completion.
8. Contractor shall provide day-to-day custodial service and basic maintenance of the bar and kitchen. City shall provide janitorial services for the restaurant space. The janitorial services listed below will be completed by the City's contractor. If other cleaning needs arise outside of this frequency, Contractor shall promptly address the same.
  - A. Daily services
    - i. Restaurant dining room: vacuum floors
    - ii. Patio: sweep, empty trash receptacles, vacuum entrance mats
  - B. Weekly services
    - i. Restaurant dining room: Dust furniture, artwork, etc., clean windows
    - ii. Patio: sweep entire patio
  - C. Monthly services
    - i. Patio: power wash patio
  - D. Quarterly services
    - i. Restaurant dining room: dust ceilings, clean light fixtures and cleaning carpet



9. Outside Food Vendors/Food Trucks: Notwithstanding the provisions in Section 1.0(1) of this Agreement, outside food vendors, including food trucks, may sell/provide food at Rockwind on the following conditions:
  - A. For events and tournaments that are hosted by one of Rockwind's stakeholders, namely First Tee, Hobbs Municipal Schools, NMJC, USW and City.
  - B. City Manager and his/her designee (i.e., Golf Pro and Recreation Director) reserves the right to authorize food trucks to provide food for other events.
10. City as owner of the facility, may periodically make capital improvements or modifications to the facility. Contractor may provide feedback and input for consideration regarding any capital improvements or modifications to the facility that it believes will improve customer service at Rockwind. City reserves the right to make any and all final decisions regarding capital improvements or modifications to the facility. City shall be responsible for the costs of the capital improvements or modifications contemplated herein. To provide capital improvements feedback or input Contractor may email [sbaker@hobbsnm.org](mailto:sbaker@hobbsnm.org) and cc: [dmcdaniel@hobbsnm.org](mailto:dmcdaniel@hobbsnm.org).
11. Contractor shall ensure storage meets general housekeeping and fire code approved status at all times and must comply immediately upon written notice from City.

## 6.0 PERSONNEL

1. All Contractor's staff and employees shall be engaged or hired by Contractor and shall be employees of Contractor and not City. Contractor shall select, in its sole discretion, the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment/termination, relating to such personnel. Contractor agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. City agrees that Contractor shall be entitled to pay its employees, as an operating expense, bonuses and benefits in accordance with Contractor's current employee manual or as a reasonable amount for the locale.
2. Contractor shall employ sufficient number and qualified employees to perform all of its obligations under this Agreement. Additionally, Contractor shall ensure that all events, including but not limited to golf tournaments, are adequately staffed so as to meet the needs of the general public.
3. Contractor agrees to abide by all state and federal rules, regulations and laws pertaining to equal opportunity employment matters. In accordance with these laws and regulations, Contractor agrees to assure that no person shall, on the basis of race, color, natural origin, sex, age, handicap, medical condition, or any other protected classification, be discriminated against in regards to conditions of employment.



## 7.0 TAXES, ASSESSMENTS, GOVERNMENTAL FEES

1. Contractor agrees to pay all New Mexico Gross Receipts Tax, Federal and State Income Taxes, required wage withholding taxes for its employees, and all alcohol related taxes. City shall not be responsible for any of Contractor's tax obligations whatsoever.
2. Contractor agrees to pay all assessments and/or other required governmental licensing fees they may be required to pay pursuant to state and federal regulations. City shall not be responsible for any of Contractor's assessments and governmental licensing fees.
3. Contractor agrees to satisfy all debts and obligations to all liquor wholesalers utilized in the lease and operation of City's Governmental Liquor License. In the event City is placed on notice of any outstanding debt to any liquor wholesaler, City reserves the right to satisfy the debt and shall assess the cost of satisfaction to Contractor.

## 8.0 FISCAL RESPONSIBILITY / REPORTING

1. Contractor agrees to keep and maintain, at its office in the facility, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operation and management of the facility. Such records shall contain all entries reflecting Contractor's business operations at the facility under this Agreement. City shall have the right to audit and inspect such records from time to time during the term of this Agreement, upon reasonable notice to Contractor and during ordinary business hours.
2. Contractor agrees to provide to City monthly financial reports for the facility including a CRS Report, balance sheet aging reports on accounts receivable, and statement of revenues and expenditures for such month and year to date in accordance with generally accepted accounting principles. Contractor agrees to provide City a summary of bookings for each month and separate cash receipts and disbursement reports for each catering event held at the facility.
3. Contractor agrees to provide City, within one hundred twenty (120) days following the end of each operating year, a certified audit report on the accounts and records as kept by Contractor for the facility. Costs associated with obtaining such certified audit report shall be an operating expense of Contractor. Such audit shall be conducted in accordance with generally accepted auditing standards.

## 9.0 INDEMNIFICATION

1. Contractor agrees to defend, indemnify and hold harmless City, its commissioners, elected officials and employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorney fees even if City utilizes in-house counsel) liabilities, or damages (collectively, "Losses") suffered by such parties, arising out of or in connection with any (a) negligent act or omission, or intentional

misconduct, on the part of Contractor or any of its employees or agents in the performance of its obligations under this Agreement, or (b) breach by Contractor of any of its representations, covenants or agreements made herein; except to the extent such Losses arise out of or relate to City's negligence, intentional misconduct, or failure to comply with the terms of this Agreement.

2. City agrees to indemnify Contractor only to such extent as allowed by New Mexico law, including any negligence or intentional tort City or its employees may be responsible for.
3. With respect to each separate matter brought by any third party against which a party hereto ("Indemnitee") is indemnified by the other party ("Indemnitor") under this paragraph 9.0, the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve any proceeding, claim, or cause of action underlying such matter, except that (a) the Indemnitee may at its option participate in such defense or resolution at its expense and through counsel of its choice; (b) the Indemnitee may at its option assume control of such defense or resolution, if the Indemnitor does not promptly and diligently pursue such defense or resolution, provided that the Indemnitor shall continue to be obligated to indemnify the Indemnitee hereunder in connection therewith; and (c) neither Indemnitor nor Indemnitee shall agree to any settlement without the other's prior written consent (which shall not be unreasonably withheld or delayed). In any event, Indemnitor and Indemnitee shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's expense. With respect to each and every matter to which any indemnification may be sought hereunder, upon receiving notice of such matter, Indemnitee shall promptly (and in no event more than 20 days after any third-party litigation is commenced assessing such claim) give reasonable detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.
4. The obligations of the parties contained in this paragraph 9.0 shall survive the termination or expiration of this Agreement.

#### 10.0 INSURANCE

1. Contractor agrees to maintain insurance in the manner and amounts as set forth in Exhibit "4", attached hereto, and shall provide to City, promptly following the effective date, a certificate of insurance evidencing such coverage. The insurance contemplated herein shall list City as an additional insured and shall be primary. Contractor shall maintain such referenced insurance coverage at all times during the term of this Agreement and shall not make any material modifications or changes to the coverage without the prior written consent of City. Each policy shall include a requirement that the insurer provide to City at least thirty-days written notice of cancellation or material change in the terms and provisions of the applicable policy. The cost of such insurance shall be an operating expense for Contractor.

2. Contractor agrees to maintain appropriate dram shop liability coverage arising from its dispensing of alcoholic beverages under this Agreement.

#### 11.0 Miscellaneous

1. Except as required by the New Mexico Inspection of Public Records Act, and any other statutory provision of the laws of the State of New Mexico, as the same now read or may be modified in the future, this Agreement and its terms, conditions, provisions, and contents, shall be kept strictly confidential and shall not be disclosed by either party hereto to any persons, except to such party's employees, attorneys, accountants, financial advisors and advertising agencies who have a need to know such information, and except in the case of a proceeding surrounding a dispute under this Agreement or as may otherwise be required by court order or applicable law, in which case such disclosure shall be conditioned on all reasonable steps being taken to maintain the confidentiality of the economic terms of this Agreement (unless applicable laws requires disclosure of such terms).
2. City is has taken legal steps to secure ownership of the name "Rockwind Grill" and the logo associated with Rockwind. Contractor shall have the right to use the name "Rockwind Grill" and the logo associated with Rockwind. For the duration of this Agreement, Contractor agrees to use the City's assigned name and logo in connection with the operation of the restaurant at Rockwind. The City will secure a service mark for the name "Rockwind Grill". In the event the City's efforts to secure a service mark are unsuccessful, City will rename the facility and pursue a service mark for the subsequent name. Contractor shall use the name then designated by the City in connection with the operation of the restaurant at Rockwind for the duration of this Agreement. Contractor shall take all prudent and appropriate measures to protect the trademark rights of City and its logos. All trademarks and service marks developed by City shall be and at all times remain the sole and exclusive property of City. Contractor agrees to execute any documentation requested by City from time to time to establish, protect or convey any such trademarks or service marks.
3. City agrees that in all advertisements placed by City for the facility or events at the facility, whether such advertisements are in print, on radio, television, the internet or otherwise, may include a designation that the facility is operated by Contractor.
4. Except as provided herein, neither party shall be obligated to perform, and neither party shall be deemed to be in default of its performances, if prevented by occurrences outside its reasonable control, including without limitation: (a) fire, earthquake, hurricane, wind, tornado, flood, act of God, riot, or civil unrest occurring at the facility; or (b) any law rule or ordinance, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, war, or governmental law and regulation; or (c) labor dispute which results in a strike or work stoppage, affecting the facility or services described in this Agreement. Notwithstanding the foregoing, a party's failure to make payments due hereunder shall not be considered to be a force majeure.

5. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Any purported assignment in contravention of this paragraph shall be void.
6. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, or three days after mailed, if sent by registered or certified mail.

If to City:

City of Hobbs  
City Manager  
200 E. Broadway  
Hobbs, NM 88240

If to Kenny Kim:

Kenny Kim  
P.O. Box 1481  
Lovington, NM 88260

If Joy Field:

Joy Field  
P.O. Box 686  
Lovington, NM 88260

7. If a court of competent jurisdiction or an arbitrator determines any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
8. This Agreement supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. This Agreement must be approved by the Resolution of the City of Hobbs City Commission. Any modifications to this Agreement must be in writing and approved by Resolution of the City of Hobbs City Commission.
9. The parties agree that this Agreement is to be construed by the laws of the State of New Mexico and any legal action to enforce or construe the terms of the Agreement shall be brought in Lea County, New Mexico only.
10. City and Contractor acknowledge and agree they are not joint venturers, partners, or joint owners with respect to the facility, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture or similar relationship between City and Contractor. In operating the facility, entering into contracts, accepting reservations and conducting financial transactions for the facility, Contractor acts on behalf of and agent for City (but subject to the limitations on Contractor's authority as set forth in this Agreement) and assumes no independent contractual liability with respect to any obligations incurred in operating the facility or performing its obligations under this Agreement so long as Contractor doesn't exceed the authority granted by this Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Professional Services Agreement to be executed on behalf of such party by an authorized representative as of the date set forth herein.

CITY OF HOBBS

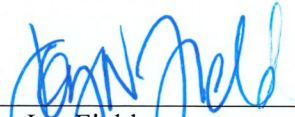
  
By: SAM D. COBB, Mayor

Date: 6/20/2023


KIMJOY GROUP, LLC

  
By: Kenny Kim

Date: 6-22-23

  
By: Joy Field  
Date: 6-22-23

Attest:

  
Jan Fletcher, City Clerk



Approved as to Form:

  
Efren A. Cortez, City Attorney

## EXHIBIT 1

Contractor shall provide the following service in its management of the Rockwind restaurant and catering services at Rockwind Community Links Golf Course, located at 5001 Jack Gomez Blvd., Hobbs, NM:

1. Quick-Service menu, Grab and Go menu, thoughtful hours of operation including breakfast, lunch, dinner (until 8pm) and bar (until 9pm);
  - a. Off-season/winter hours may be scheduled differently
2. Full service bar, operating as Lessee of City's liquor license;
3. Schedule facilities for meetings, banquets and weddings, shall be coordinated through the Rockwind General Manager (may include catering for events);
4. Provide staffing of beverage cart during peak play, tournaments and/or requested by the Rockwind General Manager;
5. Timely and responsive customer service (8-minute response time);
6. Establish and maintain positive relationships with local businesses, community groups, course tournament groups, existing Rockwind golf clubs and leagues, charitable organizations, and the community at-large;
7. Assist with providing customers opportunities to leave feedback via comment cards which the City will regularly review with the Quick-Service Restaurant operator. These may be used for performance evaluation purposes;
8. Promotion of Rockwind Community Links Golf Course and the sport of golf in Hobbs.

The definition of Quick-Service Restaurant per the City of Hobbs definition consists of the following:

- Limited menu items, generally consisting of burgers, wraps, sandwiches and/or pre-packaged salads;
- Most food ordered for takeaway;
- Price points typically range between \$5-\$8 per meal;
- These restaurants usually provide plastic seating and tabletops;
- Table service is rarely provided in a quick-service restaurant.

## **EXHIBIT 2**

Contractor shall provide the following equipment in its management of the Rockwind restaurant and catering services at the Rockwind Community Links Golf Course, located at 5001 Jack Gomez Blvd., Hobbs, NM:

1. Adequate qualified staff to operate all aspects of its responsibilities herein, including, but not limited to, the restaurant, catering, bar and beverage cart(s), and service at all tournaments;
2. Plates, silverware, eating utensils, cooking utensils, pots, pans, glass ware, napkins, condiment containers, warming equipment, and all smallware item(s) required to operate the restaurant and catering business under this Agreement;
3. Point of sale (POS) electronic equipment, including all software and hardware;
4. Menus, signage, and digital media associated with the food service;
5. Any equipment not listed in Exhibit 3 that Contractor deems necessary for the provision of services to the general public.

### **EXHIBIT 3**

City shall provide the following equipment, which is currently located at Rockwind, connected with the restaurant:

1. Equipment table;
2. Four burner stove top;
3. Prep table and freezer;
4. Sandwich table with cooler;
5. Walk-in cooler;
6. Dish table with sink;
7. Dish table clean side;
8. Dish sink trap;
9. Hand sink (2);
10. Reach-in freezer;
11. Ice unit;
12. Glass cooler;
13. Beer cooler;
14. Three-compartment sink;
15. Décor;
16. Patio furniture;
17. Flat Top.



## **EXHIBIT 4**

### **Insurance Requirements (Minimum)**

1. Commercial General Liability:
  - \$1,000,000.00 per occurrence
  - \$3,000,000.00 aggregate
2. Automobile Liability:
  - \$500,000.00 per accident (PI and PD combined single limit)
3. Workers Compensation:
  - Statutory Coverage
4. Dram Shop/Alcohol Liability



# CITY OF HOBBS

## STAFF SUMMARY FORM

MEETING DATE:  
**May 19, 2025**

**SUBJECT:** Resolution No. 7621 - Approving a Professional Services Agreement with the Hobbs Boys and Girls Club for FY 25-26

**DEPT OF ORIGIN:** Legal

**DATE SUBMITTED:** 5/8/2025

**SUBMITTED BY:** Medjine Desrosiers-Douyon, Deputy City Attorney

### Summary:

- The City of Hobbs and the Boys and Girls Club of Hobbs wish to continue their partnership through a Professional Services Agreement, as the Club possesses the technical and professional expertise to operate an eight-week summer program. The Club will also operate, concurrently, a Special Needs program and will hire staff to supervise both of these programs. Additionally, the Club will also enter into a contract with Gus Macker for the operation of the Gus Macker 3-on-3 Basketball Tournament during the Hobbs Downtown Slam & Jam. It will also provide scorekeepers and the Head Referee for this event.
- The 8-week summer program is estimated to begin on June 2nd and last through July 25th.
- The City's annual contribution will be \$180,000.00

### Fiscal Impact:

The City of Hobbs has budgeted \$181,000.00 in the Recreation budget to fund the operation of the Summer Youth and Special Needs programs and the Gus Macker Tournament by the Club.

### Attachments:

RESOLUTION - Boys and Girls Club PSA(FY25-26)  
FY26 Boys Girls Club PSA \$180000

### Recommendation:

City Staff makes a recommendation that the Commission approves the resolution.

### Approved By:

Medjine Desrosiers-Douyon, Deputy City Attorney	5/8/2025
Toby Spears, Finance Director	5/8/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	5/8/2025
Manny Gomez, City Manager	5/8/2025

CITY OF HOBBS

RESOLUTION NO. 7621

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH  
THE BOYS AND GIRLS CLUB OF HOBBS TO CONDUCT A SUMMER YOUTH  
PROGRAM, AND SERVICES RELATED TO THE GUS MACKER 3-on-3 BASKETBALL  
TOURNAMENT

WHEREAS, the City of Hobbs and the Boys and Girls Club of Hobbs seek to maintain a good partnership for the benefit of the residents of Hobbs, New Mexico; and

WHEREAS, the Boys and Girls Club of Hobbs wishes to continue to use its expertise to conduct a Summer Youth Program and a Special Needs Program on the city's behalf while hiring the staff necessary to conduct these programs; and

WHEREAS, the Boys and Girls Club will enter into a contract with Gus Macker for the Gus Macker 3-on-3 Basketball Tournament during the Hobbs Downtown Slam and Jam, and will provide scorekeepers, referees, and staff to successfully conduct this event.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor and City Manager be and are hereby directed to execute a Professional Services Agreement with the Boys and Girls Club of Hobbs for the above services.

PASSED, ADOPTED AND APPROVED this 19<sup>th</sup> day of May, 2025.

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

ATTEST:

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

**PROFESSIONAL SERVICES AGREEMENT**  
**CITY OF HOBBS – BOYS AND GIRLS CLUB OF HOBBS, INC.**

FY26 (July 1, 2025 – June 30, 2026)

WHEREAS, NMSA 1978, §3-17-1, provides that cities are granted those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the City and its inhabitants; and

WHEREAS, the City Commission of the City of Hobbs, Lea County, New Mexico, has determined that the services to be provided by the contracting party pursuant to this Agreement are needed by certain segments of the population of the City and are necessary to contribute to the quality of life of the citizens of the City of Hobbs; and

WHEREAS, the City of Hobbs, through its management staff, and pursuant to NMSA 1978, §13-1-126, as amended, has conducted a good faith review of available resources within Lea County and has determined that there is only one source within Lea County for the services needed.

NOW THEREFORE, the City of Hobbs (hereinafter referred to as "City") and Boys and Girls Club of Hobbs, Inc., (hereinafter referred to as "Contractor") and hereby do agree as follows:

**1.0 SCOPE OF SERVICES**

1.1 CONTRACTOR will provide the following services:

CONTRACTOR will operate an 8-week summer recreation program for 6 to 12-year-olds, and shall perform the necessary services toward promoting these activities in the community, and such services shall include, but not be limited to, the following:

1.1.1 Provide a facility to operate an 8-week summer recreation program to run Monday through Friday, with an agenda that includes recreational, educational, personal improvement and cultural activities.

1.1.2 Serve in the capacity as being the designated site to accommodate special needs participants during the regular 8-week program hours kept by the facility.

1.1.3 Hire and maintain a minimum of at least eight (8) additional employees to serve as staff for the day program. For the special needs program, an additional employee shall have a background and working knowledge of special need participants and work in the capacity of the special needs participant supervisor during the hours of operation. Additional employees shall also be designated as employees to work with special needs participants as attendance warrants. Staff for all programs arising under this agreement shall be employees of CONTRACTOR and shall not be employees of CITY and are not entitled to any City of Hobbs

benefits, including, but not limited to, insurance, leave, worker's compensation, and/or retirement.

CONTRACTOR will provide the following services in addition to those above:

1.1.4 Provide and obtain Licensing Agreement for the Gus Macker Basketball Tournament. Provide additional staff for the Gus Macker Basketball Tournament to consist of: one (1) Head Buster (referee); and scorekeepers as attendance warrants.

1.1.5 Design and placement of news releases and advertising in the appropriate media, naming CITY as co-sponsor. All advertising shall be reviewed and approved by CITY prior to submission to the media.

1.1.6 Maintain daily records of activities and the number of participants in the summer program and submit monthly reports to CITY by Monday of the week following the reporting period. In addition, a final report at the conclusion of the summer programs shall be submitted to CITY. Any incidents of serious nature, as determined by the CONTRACTOR, shall be immediately reported to CITY.

1.1.7 Perform such other related services as mutually agreed upon by both parties and requiring no additional cost as anticipated by the scope of this Agreement including a final written evaluation of the total program.

1.2 All persons retained by CONTRACTOR to provide the services required by this Agreement shall be employees, volunteers or contractors of CONTRACTOR, which shall be solely responsible for their acts and omissions, as well as all compensation, taxes and benefits associated with their work for CONTRACTOR.

1.3 It is expressly understood and acknowledged that CONTRACTOR is an independent contractor, that it is not an instrumentality, agent or employee of City, and that it will not so represent itself to the public.

1.4 This Agreement shall not preclude funding or other contracts from other sources.

## **2.0 COMPENSATION**

The City of Hobbs shall pay the Club a sum not to exceed ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000.00). The aforesaid ONE HUNDRED AND EIGHTY THOUSAND DOLLARS (\$180,000.00) shall be paid in quarterly installments of \$45,000.00, payable at the end of each quarter after the services contracted for are actually rendered. The first such payment shall be due on or after October 1, 2025; the second shall be due on or after January 1, 2026; the third payment on or after April 1, 2026; and the last payment on or after June 1, 2026.

2.1 As an express condition to payment outlined in Section 2.0 above, CONTRACTOR shall submit written quarterly reports ten (10) days prior to the following anticipated payment dates: October 1, 2025; January 1, 2026; April 1, 2026; and June 1, 2026. The reports shall include

an overview of the services CONTRACTOR provided pursuant to the agreement during the previous quarter. Quarterly reports shall be sent to City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Doug McDaniel. Failure to submit quarterly reports may delay payment under this Agreement.

2.2 CONTRACTOR shall make no claim against City for any expense incurred by it in providing the services required by this Agreement. Specifically, CONTRACTOR shall make no claim against City for travel expense, duplication costs, telephone costs, secretarial assistance, office supplies or any other cost not specifically allowed herein.

2.3 In the event CONTRACTOR does not, for any reason, perform any of the services outlined in Section 1.0 above, City may withhold final payment under the terms of the Agreement, in the amount commensurate with the service not provided not to exceed \$10,000.00.

### **3.0 TERM AND TERMINATION**

3.1 This Agreement for services is to cover City's fiscal year, beginning on the date that this agreement is executed and ending June 30, 2026. CONTRACTOR shall not be entitled to future contracts or other funding in future fiscal years by virtue of entering into this Agreement.

3.2 This Agreement may be terminated, for any reason, by either party with thirty (30) days advanced written notice to the other. In the event of termination, City shall submit payment, for all services rendered up to the final date outlined in the written notice. Partial performance in a given quarter shall not entitle CONTRACTOR to full payment of the quarterly installment outlined in Section 2.1 herein.

### **4.0 INSURANCE**

4.1 CONTRACTOR shall provide the City of Hobbs with a Certificate of Insurance naming the City of Hobbs as an additional insured on all general and/or professional liability, automobile liability, and workers' compensation insurance policies. Said policies shall be primary and shall be required as set out herein:

General Liability as follows: Premises, operations, products, completed operations and contractual liability. The limits of liability shall be no less than \$1,000,000.00 combined single limits for bodily injury and property damage.

Workers' Compensation is required along with State statutory employer's liability limits regardless of the number of employees.

### **5.0 MISCELLANEOUS PROVISIONS**

5.1 CONTRACTOR shall timely notify City of any change as to its principal place of business, the identity of all its directors, officers and members, any change of its corporate status, any change of its tax-exempt status with the Internal Revenue Service, any change in programming

and any pending litigation or asserted claims or any other matter that might affect the continued rendition of services to City residents under this Agreement.

5.2 CONTRACTOR represents and warrants that the information given to City in support of its request for funding is true and correct; further, that its staff is competent to render the services which are the subject of this Agreement, and finally, that there is no other provider in Lea County of the kind of services contemplated by this Agreement.

5.3 CONTRACTOR agrees to abide by all state and federal rules, regulations and statutes pertaining to equal opportunity. In accordance with these laws and regulations, CONTRACTOR agrees to assure that no person shall, on the grounds of race, color, national origin, sex, age, handicap or medical condition, be excluded from participation in programs and services to be rendered by CONTRACTOR pursuant to this Agreement.

5.4 CONTRACTOR shall give City prompt and timely notice of any claim made or suit instituted against CONTRACTOR which may in any way, directly or indirectly, contingently or otherwise, result in a judgment against City.

5.5 CONTRACTOR agrees to and shall indemnify, defend and hold the City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents harmless from any and all causes of action, suits, claims, judgments, losses, costs, expenses and liens, of every kind and nature, including but not limited to court costs and reasonable attorneys' fees arising or alleged to have arisen out of performance of CONTRACTOR's rendition of services or failure to render services pursuant to this Agreement or any breach of this Agreement.

5.6 This Agreement shall be construed pursuant to the laws of the State of New Mexico. The parties represent that the requirements of the New Mexico Procurement Code have been met as a prerequisite for entering into this Agreement. They further agree that any changes or modifications to this Agreement suggested or required by any supervising state entity, such as the New Mexico Attorney General's office or the New Mexico Department of Finance and Administration, shall be made in order to fully comply with the law as such agencies might interpret and define it to the parties.

5.7 If CONTRACTOR obtains an audit or other type of financial review of its affairs, then City shall receive a copy of same. This provision does not otherwise obligate CONTRACTOR to secure such services. City shall be entitled to a detailed current income/expense statement upon written request.

5.8 CONTRACTOR shall provide accounting services to assure accurate statements of income and expense and make that information available to the City of Hobbs at regularly agreed intervals.

5.9 This is a professional services contract and neither City nor CONTRACTOR may assign this Agreement, or any interest herein, without prior written approval of the other.

5.10 This Agreement reflects all covenants, understandings and agreements between the parties. This Agreement may not be altered except by another writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

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

By: \_\_\_\_\_  
JAN FLETCHER, City Clerk

By: \_\_\_\_\_  
TOBY SPEARS, Finance Director

By: \_\_\_\_\_  
MANNY GOMEZ, City Manager

ATTEST:

BOYS AND GIRLS CLUB OF HOBBS, INC.

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Board President

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
MEDJINE DESROSIERS-DOUYON, Deputy City Attorney





# CITY OF HOBBS

## STAFF SUMMARY FORM

MEETING DATE:  
**May 19, 2025**

**SUBJECT:** Resolution No. 7622 - Determining that Certain Properties are Ruined, Damaged and Dilapidated Requiring Removal from the Municipality (1620 East Dunn, 1620 1/2 East Dunn, 1008 North Leech, 1005 West Princess Jeanne, 1221 North San Andres, 1226 South Selman and 1226 South Starling)

**DEPT OF ORIGIN:** Police

**DATE SUBMITTED:** 5/8/2025

**SUBMITTED BY:** Jessica Silva, Community Services 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 1620 E. Dunn, 1620 ½ E. Dunn, 1008 N. Leech, 1005 W. Princess Jeanne, 1221 N San Andres, 1226 S. Selman and 1226 S. Starling 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:

The demolition and clean-up of these properties will cost approximately \$139,126.90. The current budget in the "Professional Services" line item of the Code Enforcement Budget (010209-42601) has an adequate balance to sustain this expenditure.

### Attachments:

RESOLUTION APPROVING CONDEMNATION-FINAL DRAFT-5-19-2025  
CORRECTED - ATTACHMENT A FOR COMMISSION SUBMITTAL 5-19-2025-  
(DUNN,, DUNN, LEECH,PRINCESS JEANNE, SAN ANDRES, SELMAN, STARLING)  
CORRECTED - Consideration of condemnations Powerpoint 5-19-2025

### Recommendation:

The City Commission approve the adoption of the Resolution determining 1620 E. Dunn, 1620 ½ E. Dunn, 1008 N. Leech, 1005 W. Princess Jeanne, 1221 N San Andres, 1226 S. Selman and 1226 S. Starling as ruined, damaged and dilapidated and a menace to public health and safety, which require remediation.

### Approved By:

August Fons, Police Chief

5/9/2025

Toby Spears, Finance Director

5/12/2025

Medjine Desrosiers-Douyon, Deputy City Attorney 5/12/2025

Manny Gomez, City Manager

CITY OF HOBBS

RESOLUTION NO. 7622

**A RESOLUTION DETERMINING THAT CERTAIN PROPERTIES THAT ARE  
RUINED, DAMAGED AND DILAPIDATED, ARE A MENACE TO  
PUBLIC COMFORT, HEALTH AND SAFETY AND REQUIRE  
REMEDATION 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 19<sup>th</sup> day of May, 2025

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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>1620 E. Dunn Hobbs, Lea County, NM, 88240</p> <p>*Lot Twenty-Six(26), Block Six (6),Morningside Heights Addition to the City of Hobbs, Lea County, New Mexico, as referenced on that certain Plat filed September 7, 1948.</p>	Gardner, Adell (Deceased) & Gardner, Joyce	1404 Marnena Moore Ct. Dallas, TX, 75232	\$24,891.88
2	<p>1620 ½ E. Dunn Hobbs, Lea County, NM, 88240</p> <p>*Lot Twenty-five (25), Block Six (6) of the Morningside Heights Addition to the City of Hobbs, Lea County, New Mexico, as referenced on that certain Plat filed September 7, 1948.</p>	Heckard, Vivian	1620 ½ E. Dunn Hobbs, NM, 88240	\$5,860.94
3	<p>1008 N. Leech Hobbs, Lea County, NM, 88240</p> <p>* A Tract of land beginning at the Northwest corner of Section 34, Township 18 South, Range 38 East, N.M.P.M., thence East along the North boundary line of said Section 34, a distance of 776.5 feet; thence South 240 feet to the point of</p>	Brumley, Ronny W.	1008 N. Leech Hobbs, NM, 88240	\$20,460.00

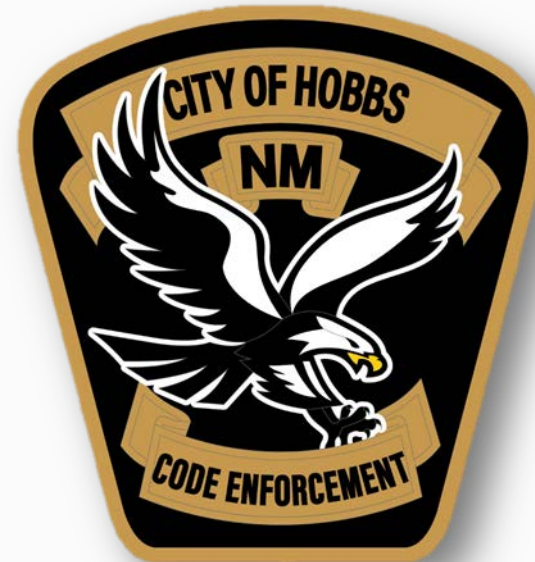
	beginning, Thence South 50 feet; Thence East 140 feet; thence North 50 feet; thence West 140 feet to the point of beginning.			
4	<p>1005 W. Princess Jeanne Hobbs, Lea County, NM, 88240</p> <p>* Lot Thirty-Nine (39), Block (8), First Unit of the Dale Bellamah Addition to the City of Hobbs, Lea County, New Mexico as referenced on that certain Plat filed June 10, 1953.</p>	Reno, William F. & Reno, Billie J.	1005 W. Princess Jeanne Hobbs, NM, 88241	\$21,378.13
5	<p>1221 N. San Andres Hobbs, Lea County, NM, 88240</p> <p>*Lot Twelve (12), Block Twenty-Four (24), Second Unit of the Dale Bellamah Addition to the City of Hobbs, Lea County, New Mexico, as referenced on the certain Plat filed January 19, 1956.</p>	Weldy, Roger W.	1221 N. San Andres Hobbs, NM, 88240	\$22,378.13
6	<p>1226 N. Selman Hobbs, Lea County, NM</p> <p>*Lot Two (2), Block Four (4), of the Linda Vista Addition to the City of Hobbs, Lea County, New Mexico, as referenced on that certain Plat filed April 3, 1951.</p>	<p>Molsbee, Robert D. Jr (Personal Representative)</p> <p>Bailey, Don E. (Deceased)</p>	1531 N. Campus Hobbs, NM, 88240	\$20,140.31
7	1226 S. Starling	Palomares, Estanislao	509 W. Murphy St.	\$24,083.13



	Hobbs, Lea County, NM  *Lot Twenty-two (22), Block Three (3), Linda Vista Addition to the City of Hobbs, Lea County, New Mexico, as referenced on that certain Plat filed April 3, 1951.		Odessa, TX, 79761	
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# Consideration of Condemnations

May 19, 2025



# 1620 E. Dunn

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- Began Condemnation process February, 2025.
- One owner of the property is deceased. Second owner did not claim letter.
- The dwelling consists of 2 mobile homes (both in poor condition) that have been connected together by some sort of conventional construction.
- At the North side a fallen tree is resting on the mobile home.
- Fence is in poor condition.
- Property is filled with debris and rubbish.



# 1620 E. Dunn

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# 1620 E. Dunn

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# 1620 ½ E. Dunn

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- Condemnation process began February, 2025.
- Owner of the property did claim notice.
- Property has an occupied RV that is in violation.
- Property contains debris and inoperable vehicles.
- Fence along back area of the property has fallen down in areas.



# 1620 ½ E. Dunn

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# 1008 N. Leech

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- Condemnation process began December, 2024.
- Letter was sent to owner address on file and signed for.
- Exterior of property is dilapidated and caught fire May 3<sup>rd</sup>, 2025.
- Property contains and excessive amount of debris and other misc. items.
- Property has become an attractions for squatters and transients.

# 1008 N Leech

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# 1008 N Leech

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# 1005 W. Princess Jeanne

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- Condemnation Process began in November, 2024.
- The Roof and overhang (trusses) are dilapidated and need to be replaced.
- Visible from alleyway that parts of the roof are covered with tarp.
- Property is currently occupied by an unknown tenant.
- Owners are deceased and nothing has been filed in probate.
- Due to private property signs and make-shift fencing we are unable to get close enough to do further inspection.
- Fence in front yard was illegally built.



# 1005 W. Princess Jeanne

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# 1005 W. Princess Jeanne

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# 1221 N San Andres

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- Condemnation process began January 2025.
- Front and back yard of property has rubbish, weeds and an inoperable vehicle.
- Property is accessible to the public through the back and front door along with multiple broken windows.
- Owner is deceased and nothing is filed with Probate Court.
- Exterior areas also appears weathered and has some cracks in the stucco.



# 1221 N. San Andres

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# 1221 N. San Andres

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# 1226 S. Selman

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- Condemnation process began February, 2025.
- Mailed Notices have been returned.
- Lot has been maintained by POSD for years.
- Windows and doors are not secure.
- Roof is weathered and some missing ridge.



# 1226 S. Selman

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# 1226 S. Starling

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- Condemnation process began February, 2025.
- Certified letter was signed for with no response.
- Fence behind property has fallen.
- Windows in both the front and back are broken and have foil/cardboard over them.
- Accessible to the public.
- Metal roof installation not completed and not permitted.



# 1226 S. Starling

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# 1226 S. Starling

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# QUESTIONS?

