



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

Tuesday, February 18, 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

AGENDA

City Commission Meetings are
Broadcast Live on KHBX FM 99.3 Radio and
View Online at www.hobbsnm.org

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the February 3, 2025, Regular Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

2. Recognition of City Employees - Milestone Service Awards for the Month of February, 2025 (*Manny Gomez, City Manager*)
 - 5 years - Jennifer Layland, Recreation Department
 - 30 years - Amelia Maldonado, City Clerk's Office

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.)

3. Resolution No. 7587 - Authorizing the Deletion of Three (3) Copiers from the City's Public Inventory (*Christa Belyeu, Information Technology Director*)
4. Resolution No. 7588 - Approving the FY 2025 DFA 2nd Quarter (December 2024) Financial Report (*Deb Corral, Assistant Finance Director*)

DISCUSSION

5. HB6 Update - Current Impact of Destination-Based Sourcing on Gross Receipts Tax (GRT) (*Toby Spears, Finance Director*)

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

6. Consideration of Approval of a CES Contract with Exerplay to Replace the Existing Playground in Clinton Park at the Hobbs Public Library in the Amount of \$177,240.72 (*Bryan Wagner, Parks & Open Spaces Director*)
7. Resolution No. 7589 - Authorizing the Mayor to Execute an Agreement with Excalibur Oilfield Services, LLC, to Supply Industrial Process Water (*Tim Woomer, Utilities Director*)
8. Resolution No. 7590 - Approving an Agreement Between Lea County and the City of Hobbs to Construct a Municipal Sewer Lift Station to Serve the Lea County Regional Airport (*Todd Randall, Assistant City Manager*)
9. Resolution No. 7591 - Approving the Vacation/Replat Located at the Intersection of Morris Street and Main Street, Lot 12, Block 56 in the New Hobbs Addition (*Todd Randall, Assistant City Manager*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

10. Next Meeting Dates:

City Commission Regular Meeting:

- Monday, March 3, 2025, at 6:00 p.m.
- Monday, March 17, 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:
February 18, 2025

SUBJECT: Minutes of the February 3, 2025, Regular Meeting

DEPT OF ORIGIN: City Clerk

DATE SUBMITTED: 2/5/2025

SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Minutes of the regular meeting of the Hobbs City Commission held on February 3, 2025.

Fiscal Impact:

N/A

Attachments:

February 3, 2025 - Minutes

Recommendation:

Motion to approve the minutes.

Approved By:

Jan Fletcher, City Clerk 2/6/2025

Manny Gomez, City Manager 2/10/2025

Minutes of the regular meeting of the Hobbs City Commission held on Tuesday, February 03, 2025, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also broadcast via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

Mayor 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 Joseph D. Calderón
Commissioner Chris Mills
Commissioner Larron B. Fields

Absent: Commissioner Don Gerth
Commissioner R. Finn Smith

Also present: Manny Gomez, City Manager
Todd Randall, Assistant City Manager
Valerie Chacon, City Attorney
Mejdine Desrosiers-Douyon, Deputy City Attorney
Amber Leija, Assistant City Attorney
August Fons, Police Chief
Ricky Guerrero, Police Captain
Marina Barrientes, Police Captain
Mark Doporto, Fire Chief
Ryan Herrera, Deputy Fire Chief
Adam Marinovich, Deputy Fire Chief of Support
Shannon Arguello, Municipal Court Administrator
Toby Spears, Finance Director
Anthony Henry, City Engineer
Chad Littlejohn, Marketing Coordinator
Nichole Lawless, Library Director
Bob Hamilton, Reference Librarian
Lou Maldonado, Parks Superintendent
Doug McDaniel, Recreation Director
Tim Woomer, Utilities Director
Selena Estrada, Risk Management
Christa Belyeu, I.T. Director
Julie Nymeyer, Executive Assistant
Jan Fletcher, City Clerk
Alyxandra Salas, City Clerk Record Specialist
20 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Calderón moved the minutes of the regular meeting of January 6, 2025, to be approved as written. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes, Calderón yes, , Penick yes, Cobb yes. The motion carried.

Closed Session

Mayor Cobb stated the City Commission convened in closed session on Monday, February 3, 2025, at 5:00 p.m. for discussion of matters subject to the attorney-client privilege pertaining to threatened or pending litigation in Federal or State Courts in which the City is or may become a participant, specifically the State of New Mexico v. Jose A. Muro, M-26-FR-2023-00197. The matters discussed in the closed meeting were limited only to the item specified above and no action was taken during the meeting.

Proclamations and Awards of Merit

None.

Public Comments

Mr. Nick Maxwell stated he is not in favor of Resolution No. 7586 which contains missing information and, in his opinion, raises questions of a conflict of interest about the developer.

Ms. Nancy Luna, Ms. Araceli Maa, Ms. Caitlin Burns, Ms. Angelica Alvarado and Mr. Stephen Helmrich addressed concerns about immigration within the City and that innocent people are living in fear.

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. 7583 - Relating to the Deletion and Removal of Obsolete, Worn-Out and Unusable Personal Property from the City of Hobbs Library Department

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

Discussion

Ms. Nikki Lawless, Library Director, stated she started as the Hobbs Public Library Director in May of 2023. Since that time, she and the Library staff have been working to improve services, offerings and programs at the Library. She reviewed some of the changes made in 2023 which included a new mission statement, the addition of a Teen Librarian position, a weekly dual language program, an Annular Eclipse Event and reopening of the Library on Saturday. Ms. Lawless then reviewed the changes made in 2024 which included a Summer Reading Kickoff, Vox Books, a tween weekly reading program, adult programming, the Beanstack reading app and more.

Ms. Lawless continued her presentation and explained the new scheduling for children's programs on Tuesdays and Wednesdays which includes four programs on each day, and two programs on Thursday, one of which is a Dual Language Storytime program for children and the other is an Adult Program, which includes crafts. She stated there is also a craft day which is for all ages that is held on Saturdays from 11:00 a.m. to 12:00 p.m.

Ms. Lawless reviewed the new hours for the Hobbs Public Library which are Monday through Thursday from 9:00 a.m. to 7:00 p.m. and on Friday and Saturday from 9:00 a.m. to 3:00 p.m. She showcased some of the most commonly used resources at the Library which includes e-books, e-audiobooks, movies, television shows, comics, music streaming, and read-along books. She provided some annual statistics for 2022, 2023 and 2024 comparing the number of books, e-books, and audio books that have been checked out, programming and the number of patron visits. She thanked the Commission and public for their time in letting her promote the library.

Action Items

Consideration of Approval to Purchase One (1) 2025 Regular Cab, 4WD, Dump Truck for the Utilities Department

Mr. Tim Woomer, Utilities Director, stated the Utilities Department is requesting the purchase of a 2025 Regular Cab, 4WD, Dump Truck. He stated this utility dump truck serves as one of the primary means of hauling small loads of material, dirt and debris to and from job sites throughout the City of Hobbs. Mr. Woomer stated the purchase of this utility dump truck will replace Unit #1187, a 2008 Ford F-350, which has reached its useful life and will be sent to auction. Four quotes were solicited and received for this purchase of a new dump truck as follows:

1. Richardson Investments, Inc./Rich Ford - Albuquerque, NM \$93,062.85
2. Watson Truck & Supply - Hobbs, NM \$94,907.00
3. Peoria PFVT Motors - Peoria, AZ \$99,921.00
4. Chalmers Ford - Rio Rancho, NM \$102,655.00

Mr. Woomer stated the bid offer from Rich Ford and Watson Truck are equivalent pieces of equipment with a slight difference in price of \$1,800.00 or 2% higher. Mr. Woomer stated one vendor is from Albuquerque and the other is from Hobbs, and staff will yield to the Commission to decide on the matter.

Commissioner Mills stated he is appreciative of the opportunity to be able to buy from local vendors.

Mayor Cobb stated if the purchase is done with Watson Truck & Supply, the money will stay in Hobbs. If the purchase is done with Rich Ford, the money will go to Albuquerque. He recommended a motion approving the purchase of the dump truck from Watson Truck & Supply.

There being no further discussion, Commissioner Mills moved to approve the purchase of one 2025 Regular Cab, 4WD, Dump Truck for the Utilities Department from Watson Truck & Supply in the amount of \$94,907.00. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Cobb yes. The motion carried. A copy of the supporting documentation is attached.

Resolution No. 7584 - Approving a Related Party Contract with Watson Truck & Supply

Mayor Cobb explained the requirements of the governmental conduct act regarding related party transactions. He stated disclosure of the related party is required at a City Commission meeting to make the public aware of the related party within the Commission. Mayor Cobb stated a member of Watson Truck & Supply serves on the Commission, which does not preclude him from being able to do business with the City provided the rules are followed as outlined in the policy.

Ms. Jana White, General Services Project Manager, stated the City of Hobbs has a need to procure services from a certified dealership for International, Navistar, Cummins and Allison engines in order to maintain and repair the City fleet. The Garage Department has received three written quotes from three qualified companies for an estimated 300 hours of service repair labor. The quoted amounts are as follows:

1. Watson Truck & Supply - \$52,748.44
2. Roberts Truck Center - \$61,779.39
3. Border International Trucks - \$65,530.00

Ms. White stated the recommendation is to award a contract to Watson Truck & Supply for service repairs as they are located in Hobbs and are the low bidder.

There being no discussion, Commissioner Penick moved to approve Resolution No. 7584 as presented. Commissioner Fields seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

Resolution No. 7585 - Authorizing a Memorandum of Understanding with Permian Basin U.S.S.S.A. for the Use of City of Hobbs Sports Fields for Youth Baseball Tournaments

Mr. Doug McDaniel, Recreation Director, stated the City of Hobbs has previously entered into two previous agreements with Permian Basin USSSA for eight years for the use of Veterans Memorial Complex to host youth baseball tournaments. These tournaments, which take place on weekends assist with the City's sports tourism efforts and have generated lodgers' tax funds and gross receipts taxes paid by participants. He stated at the May 21, 2024, meeting of the Community Affairs Board, the Board approved an increase of the current fee of \$25.00 per team to a proposed fee of \$40.00 per team. The Community Affairs Board also recommended the proposed fee begin on January 1, 2025. Teams that are sanctioned as Hobbs teams will be exempt from this fee. Mr. McDaniel stated revenue generated from USSSA Tournament fees totaled \$13,185.00 in 2023 and \$15,510.00 in 2024. The revenue for 2025 will be dependent on the number of teams participating and the number of tournaments played. Revenue is expected to increase due to the increase in proposed per-team fees.

Commissioner Mills stated he is a big supporter of the tournaments and believes it is a good economic development tool. He stated hosting tournaments in Hobbs has helped to spread some good words about Hobbs.

In response to Mayor Cobb's comment, Mr. McDaniel confirmed that teams sanctioned as Hobbs teams are exempt from having to pay the \$40.00 fee.

There being no further discussion, Commissioner Calderón moved to approve Resolution No. 7585 as presented. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

Resolution No. 7586 - Approving a Development Agreement with Builders Build, LLC, Concerning the Development of Market Rate Single-Family Housing

Mr. Todd Randall, Assistant City Manager, stated Builders Build, LLC, has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of \$300,000.00. Mr. Randall stated the proposed Development Agreement is based on the new incentive policy adopted by this Commission.

Mayor Cobb acknowledged Mr. Alberto Caballero in the audience tonight.

In response to Mayor Cobb's inquiry, Mr. Randall stated Builders Build, LLC, is formerly known as ALJO Development. He stated 178 homes have been built in the last seven years from 10 Development Agreements with a total of \$1,400,000.00 paid in incentives. He stated Development Agreements are not specific to locations, although they know the general area where the homes are being developed. Reimbursement is made after a Certificate of Occupancy is issued. Mr. Randall provided a map of the areas where the proposed housing will be located.

Mayor Cobb expressed appreciation to Lea County for the funding provided to expand incentives to build more residences for our community and that partnership is greatly appreciated.

There being no further discussion, Commissioner Calderón moved to approve Resolution No. 7586 as presented. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

Comments by City Commissioners, City Manager

Commissioner Calderón stated he is on the Hobbs Municipal School Board and still teaches at the Lovington Schools. He stated the community should know there is a plan put in place at the Hobbs Municipal Schools that will keep our children safe.

Mr. Gomez recognized Ms. Valerie Chacon, City Attorney, as this is her last Commission meeting as the City Attorney. He stated Ms. Chacon was hired in 2018 and was promoted in 2024 to the position City Attorney. He thanked her for her dedicated years of service to the City of Hobbs, providing a high level of quality and service to the City, staff and citizens. Mr. Gomez wished Ms. Chacon well in her future endeavors.

ADJOURNMENT

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Penick seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried and the meeting adjourned at 6:50 p.m.

SAM COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

February Milestones 2025

5 Years

Jennifer Layland	Golf Operations Coord.	02/03/2020
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30 Years

Amelia Maldonado	Deputy City Clerk	02/13/1995
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CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
February 18, 2025

SUBJECT: Resolution No. 7587 - Authorizing the Deletion of Three (3) Copiers from the City's Public Inventory

DEPT OF ORIGIN: Information Technology

DATE SUBMITTED: 1/29/2025

SUBMITTED BY: Christa Belyeu, Information Technology Director

Summary:

The IT Department is requesting to delete from its public inventory and dispose of three (3) copiers, one (1) located in the Legal Office, one (1) located at the City Garage, and one (1) located in the PD Squad Room. These copiers have reached end of life and will be destroyed and deleted from fixed assets. Audie's will pick up and destroy all three (3) units.

Fiscal Impact:

- Ricoh C4503 - SN E175MB10472 - Purchased 02/08/2016 - Purchase price \$13,800.00
- Accumulated Depreciation \$13,800.00 - Book Value \$0
- Ricoh 3354SP - SN G165R130093 - Purchased 04/02/2015 - Purchase price \$6,600.00
- Accumulated Depreciation \$6,600.00 - Book Value \$0
- Ricoh 3354SP - SN G165R130086 - Purchased 04/02/2015 - Purchase price \$6,600.00
- Accumulated Depreciation \$6,600.00 - Book Value \$0

Attachments:

Resolution - removal of Copiers 02182025
Legal Copier Asset 6959
Garage Copier Asset 6736
PD Squad Room Copier Asset 6734

Recommendation:

Motion to approve the resolution.

Approved By:

Christa Belyeu, Information Technology Director	1/29/2025
Toby Spears, Finance Director	1/31/2025
Valerie Chacon, City Attorney	2/6/2025
Manny Gomez, City Manager	2/12/2025

CITY OF HOBBS

RESOLUTION NO. 7587

A RESOLUTION RELATING TO THE DELETION AND REMOVAL
OF THREE COPIERS FROM THE CITY'S PUBLIC INVENTORY

WHEREAS, the City of Hobbs desires to delete from its public inventory and dispose of three (3) Copiers, Ricoh MP-C4503, Serial Number E175MB10472; Ricoh MP-3354SP, Serial Number G165R130093; Ricoh MP-3354SP, Serial Number G165R130086, currently on the City of Hobbs Information Technology Department inventory; and

WHEREAS, the Copiers are no longer functional and will be picked up and destroyed by Audie's Copiers; and

WHEREAS, the value of the three (3) Copiers total \$27,000.00 - the Ricoh MP-C4503, purchased on February 8, 2016, was \$13,800.00, with current accumulated depreciation of \$13,800.00 making the book value \$0, the two (2) Ricoh MP-3354SP, both purchased on April 2, 2015, were \$13,200.00 (\$6,600.00 each), with current accumulated depreciation of \$13,200.00 (\$6,600.00 each) making the book value \$0; and

WHEREAS, the City of Hobbs Information Technology Department will perform data security, will remove and physically destroy all hard drives.

NOW, THEREFORE, 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, 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

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 18th day of February, 2025.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

CAPITAL ASSET WORKSHEET

ASSET # 6959		MASTER ASSET		DESCRIPTION	RICOH MP-C4503 COPIER -LEGAL	
CLASS	EQ	EQUIPMENT	FUND SOURCE	MAINT CONT	Y	INSURED N
SUBCL	607	PRINTERS AND CO	ACQUIS METH	VENDOR DESC	Vendor Name Mi	CARRIER
COMMODITY				TYPE	G	INSURED VAL
DEPT	0150	LEGAL	ACQUIS DATE	EXPIRE DATE		EXPIRE DATE
LOC CODE	0150	LEGAL	ACQUIS COST	ANNUAL COST	0.00	POLICY CST
LOC MEMO			ACRES	MEMO		MEMO
ROOM	1ST F		QTY			
STORAGE LOC	LEGAL OFFICE		1			
			UNIT PRICE			
			13,800.00			
			PURCH MEMO			
STATUS	A	ACTIVE		DEPRECIATE	Y	
CONDITION			SOY BOOK	DEPREC PRIN		13,800.00
CUSTODIAN	FIXED ASSET	CUSTODIAN	CURRENT BOOK	FIRST YR/PR	2016/08	LAST YR/PR
TITLEHOLDER			EST SALVAGE	REPL COST	5	2021/07
			0.00	EST LIFE		
			13,800.00	PERIODS TAKEN	60	
TAG # 8323			LAST INVENT	ACCUM DEPREC	13,800.00	
SERIAL #	E175MB10472		09/20/2016			
MANUFACTURER	RICOH	NOT FOUND	IMPROVE MEMO			
MODEL	MP-C4503					
MODEL YEAR			RETIRE DATE			
LICENSE #			DISP CODE			
			DISP PRICE			
			0.00			
			SALE PRICE			
			0.00			
VEND #	PO #	DOCUMENT #	INVOICE #	INV DATE	INV AMT	
10221	21602762	154024	9460	02/08/2016	13,800.00	

GL Accounts

TYPE	ORG	OBJ	PROJ	PERCENT
Asset	910	16012		100.00
Contra	910	16015		100.00
Depreciation Expense	910	48000		100.00
Accumulated Depreciation	910	16112		100.00

PO Accounts

ORG	OBJ	PROJ	AMOUNT
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CAPITAL ASSET WORKSHEET

ASSET # 6736	EQ	EQUIPMENT	MASTER ASSET		DESCRIPTION	RICOH MP-3354SP	COPIER -GARAGE	
CLASS	607	PRINTERS AND CO	FUND SOURCE		MAINT CONT	Y	INSURED	N
SUBCL			ACQUIS METH		VENDOR DESC	Vendor Name Mi	CARRIER	
COMMODITY	0145	COMPUTER OPERAT	ACQUIS DATE	04/02/2015	TYPE	G	INSURED VAL	0.00
DEPT	0420	GENERAL SERVICE	ACQUIS COST	6,600.00	EXPIRE DATE		EXPIRE DATE	
LOC CODE			ACRES		ANNUAL COST	0.00	POLICY CST	0.00
LOC MEMO			QTY	1	MEMO		MEMO	
ROOM	GARAG		UNIT PRICE	6,600.00				
STORAGE LOC			PURCH MEMO					
STATUS	A	ACTIVE			DEPRECIATE	Y		
CONDITION			SOY BOOK	0.00	DEPREC PRIN	6,600.00		
CUSTODIAN	FIXED ASSET	CUSTODIAN	CURRENT BOOK	0.00	FIRST YR/PR	2015/10	LAST YR/PR	2020/09
TITLEHOLDER			EST SALVAGE	0.00	REPL COST	5		
			REPL COST	6,600.00	EST LIFE			
TAG #			LAST INVENT	08/24/2015	PERIODS TAKEN	60		
SERIAL #	G165R130093		IMPROVE MEMO		ACCUM DEPREC	6,600.00		
MANUFACTURER	RICOH	NOT FOUND						
MODEL	RICOH MP-3354SP		RETIRE DATE					
MODEL YEAR			DISP CODE					
LICENSE #			DISP PRICE	0.00				
			SALE PRICE	0.00				
VEND #	PO #	DOCUMENT #	INVOICE #	INV DATE	INV AMT			
10221	21503470	133723	8844	03/24/2015	6,600.00			

GL Accounts

TYPE	ORG	OBJ	PROJ	PERCENT
Asset	910	16012		100.00
Contra	910	16015		100.00
Depreciation Expense	910	48000		100.00
Accumulated Depreciation	910	16112		100.00

PO Accounts

ORG	OBJ	PROJ	AMOUNT
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CAPITAL ASSET WORKSHEET

ASSET # 6734	EQ	EQUIPMENT	MASTER ASSET		DESCRIPTION	RICOH MP-3354SP COPIER -PD SQUAD ROOM		
CLASS	607	PRINTERS AND CO	FUND SOURCE		MAINT CONT	Y	INSURED	N
SUBCL			ACQUIS METH		VENDOR DESC	Vendor Name Mi	CARRIER	
COMMODITY	0145	COMPUTER OPERAT	ACQUIS DATE	04/02/2015	TYPE	G	INSURED VAL	0.00
DEPT	0202	POLICE PATROL	ACQUIS COST	6,600.00	EXPIRE DATE		EXPIRE DATE	
LOC CODE			ACRES		ANNUAL COST	0.00	POLICY CST	0.00
LOC MEMO			QTY	1	MEMO		MEMO	
ROOM	PD		UNIT PRICE	6,600.00				
STORAGE LOC			PURCH MEMO					
STATUS	A	ACTIVE			DEPRECIATE	Y		
CONDITION			SOY BOOK	0.00	DEPREC PRIN		6,600.00	
CUSTODIAN	FIXED ASSET	CUSTODIAN	CURRENT BOOK	0.00	FIRST YR/PR	2015/10	LAST YR/PR	2020/09
TITLEHOLDER			EST SALVAGE	0.00	REPL COST	5		
			REPL COST	6,600.00	EST LIFE			
TAG #			LAST INVENT	08/24/2015	PERIODS TAKEN	60		
SERIAL #	G165R130086		IMPROVE MEMO		ACCUM DEPREC	6,600.00		
MANUFACTURER	RICOH	NOT FOUND						
MODEL	RICOH MP-3354SP		RETIRE DATE					
MODEL YEAR			DISP CODE					
LICENSE #			DISP PRICE	0.00				
			SALE PRICE	0.00				
VEND #	PO #	DOCUMENT #	INVOICE #	INV DATE	INV AMT			
10221	21503470	133723	8844	03/24/2015	6,600.00			

GL Accounts

TYPE	ORG	OBJ	PROJ	PERCENT
Asset	910	16012		100.00
Contra	910	16015		100.00
Depreciation Expense	910	48000		100.00
Accumulated Depreciation	910	16112		100.00

PO Accounts

ORG	OBJ	PROJ	AMOUNT
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CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
February 18, 2025

SUBJECT: Resolution No. 7588 - Approving the FY 2025 DFA 2nd Quarter (December 2024) Financial Report

DEPT OF ORIGIN: Finance

DATE SUBMITTED: 1/30/2025

SUBMITTED BY: Deb Corral, Assistant Finance Director

Summary:

Submitting the FY2025 2nd Quarter DFA Financial Report for approval by our local Governing Body. While the Department of Finance and Administration (DFA) only requires that the local governing body approve the 4th quarter report, it recommends that **all** quarterly reports be approved by the Local Governing Body.

Fiscal Impact:

The Ending Cash Balance represents all actual revenue and expenditure activity from 07/01/24-12/31/24

Beginning cash at 07/01/24 was \$191,989,420.83 for all funds (restricted and unrestricted).

- Year to date actual revenues are \$77,081,029.93
- Year to date actual expenditures are \$70,215,665.64

Actual Ending Cash Balance at 12/31/24 is \$198,523,421.97 for all funds (restricted and unrestricted)

This is an increase to our cash balance in the amount of \$6,625,001.14.

Attachments:

DFA Quarterly Report Resolution
06 - Cash Report - Dec 2024

Recommendation:

Motion to approve the resolution

Approved By:

Toby Spears, Finance Director 1/30/2025

Toby Spears, Finance Director 1/30/2025

Valerie Chacon, City Attorney 2/6/2025

CITY OF HOBBS

RESOLUTION NO. 7588

A RESOLUTION APPROVING THE FY2025
DFA 2nd QUARTER FINANCIAL REPORT

WHEREAS, the State of New Mexico only requires the 4TH quarter DFA Financial Report to be approved annually, however, they now recommend that all quarterly financial reports be approved.

WHEREAS, the ending cash balance for the period ending December 31, 2024 was \$198,523,421.97 for all funds; and

WHEREAS, the City of Hobbs actual year-to-date revenue and expenditures for fiscal year 2025 crosswalk the amounts to the DFA 2nd Quarter Financial Report;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the herein-referenced 2nd Quarter Financial Report be approved.

PASSED, ADOPTED AND APPROVED this 18th day of February, 2025.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

City of Hobbs
Cash Balance by Fund
12/31/2024

	Beginning Cash	FY25	Actual Cash	FY25	Balance Sheet	Ending Cash
	July 1, 2024	Revenues	Transfers	Expenditures	Adjustments	12/31/24
11000 001 GENERAL	90,245,294.77	39,106,005.14	(2,478,298.80)	34,047,137.18	319,561.40	92,506,302.53
29900 002 LAND ACQUISITION	830,648.61	-	-	-	-	830,648.61
General Fund Subtotal	91,075,943.38	39,106,005.14	(2,478,298.80)	34,047,137.18	319,561.40	93,336,951.14
20100 110 LOCAL GOV CORR	843,654.10	57,367.59	-	134,557.58	(869.67)	767,333.78
21100 120 POLICE PROTECTION	25,765.23	210,500.00	-	58,084.80	(1,643.60)	179,824.03
29900 130 P D N (parif, drug, narcotics)	1,918.75	-	-	-	-	1,918.75
21700 160 HWLC	1,000.00	811,888.11	1,667,963.63	2,487,503.06	(7,651.32)	1,000.00
21900 170 OLDER AMERICAN	1,000.00	148,050.01	390,892.01	542,908.55	(3,966.53)	1,000.00
51800 180 GOLF	1,000.10	556,649.98	634,463.26	1,198,418.36	(7,305.02)	1,000.00
50600 190 CEMETERY	1,000.00	101,794.14	199,196.37	302,070.81	(1,080.30)	1,000.00
50400 200 AIRPORT	911,916.58	120,974.13	-	30,689.87	-	1,002,200.84
30300 210 LEGISLATIVE APPROP	1,000.00	1,576,539.97	-	837,075.62	(43,621.53)	784,085.88
21800 220 INTERGOVERNMENTAL GRANTS	18,766,442.92	2,800,000.00	-	715,745.19	-	20,850,697.73
21400 230 LODGERS' TAX	1,701,057.56	954,252.22	(414,216.47)	221,418.92	(16,503.61)	2,036,178.00
27000 240 LG Abatement Fund (Opioid)	150,746.81	44,215.71	-	-	-	194,962.52
28000 250 Cannabis Regulation Act Fund	1,632,106.50	527,103.06	-	15,813.08	-	2,143,396.48
29900 270 PUBLIC TRANSPORTATION	1,000.00	287,814.92	-	507,743.27	(218,928.35)	-
20900 280 FIRE PROTECTION	1,914,962.81	390,057.96	-	177,395.50	(31.40)	2,127,656.67
20600 290 EMER MEDICAL SERV	3,659.62	14,763.00	-	-	-	18,422.62
21200 300 2022 Retention LER	(0.00)	712,500.00	-	358,841.45	-	353,658.55
29900 310 LEDA	3,361,696.47	-	-	13,866.75	-	3,347,829.72
21220 320 2023 Recruitment LER	75,717.65	375,000.00	-	171,950.08	-	278,767.57
20110 330 CORRECTION RECRUITMENT	-	225,000.00	-	-	-	225,000.00
20910 340 FIREFIGHTER RECRUITMENT	-	225,000.00	-	-	-	225,000.00
Special Revenue Subtotals	29,395,645.10	10,139,470.80	2,478,298.80	7,774,082.89	(301,601.33)	34,540,933.14
30200 370 COMM DEVE CONST	1,000.00	429,992.35	149,912.19	531,664.46	-	49,240.08
39900 460 BEAUTIFICATION IMPROVEMEN	1,538,849.89	-	-	-	-	1,538,849.89
21600 480 STREET IMPROVEMENTS	5,573,428.38	917,993.15	-	756,785.91	(124,704.11)	5,859,339.73
39900 490 CITY COMM. IMPROVEMENTS	12,477,719.58	1,545,710.24	(149,912.19)	44,475.23	-	13,829,042.40
Capital Project Subtotals	19,590,997.85	2,893,695.74	-	1,332,925.60	(124,704.11)	21,276,472.10
40400 510 UTILITY BOND	45.00	-	113,813.50	113,858.50	-	-
40400 530 2005 WASTEWATER BOND ISSU	1,989,842.96	-	1,921,489.12	1,921,489.12	-	1,989,842.96
Debt Service Subtotals	1,989,887.96	-	2,035,302.62	2,035,347.62	-	1,989,842.96
50200 100 SOLID WASTE	3,011,066.81	4,624,652.34	-	4,608,382.01	-	3,027,337.14
39900 440 JOINT UTILITY EXTENSIONS CAPI	1,000.00	-	-	-	-	1,000.00
50100 600 JOINT UTILITY	1,000.00	-	3,097,232.26	3,176,044.73	(78,812.47)	1,000.00
50100 610 JOINT UTILITY CONST	1,000.00	-	2,253,431.06	2,473,827.58	(220,396.52)	1,000.00
50300 620 WASTE WATER PLANT CONST	6,319,679.26	14,437.25	-	950,616.91	-	5,383,499.60
50300 630 JOINT UTILITY - WASTEWATER	1,000.00	-	1,795,703.91	1,800,679.52	(4,975.61)	1,000.00
50300 650 JOINT UTILITY INCOME - WASTE	12,253,708.45	4,913,631.50	(3,717,193.03)	22,237.50	-	13,427,909.42
50100 660 JOINT UTILITY INCOME	10,991,910.71	5,735,456.57	(5,464,476.82)	-	(65.72)	11,262,956.18
50100 680 METER DEPOSIT RES	1,629,863.07	203,947.06	-	52,872.38	-	1,780,937.75
69900 690 INTERNAL SUPPLY	71,747.98	108,528.38	-	128,063.97	(659.99)	52,872.38
Utility Subtotals	34,281,976.28	15,600,653.10	(2,035,302.62)	13,212,724.60	(304,910.31)	34,939,512.47
69900 640 MEDICAL INSURANCE	1,797,055.78	4,891,061.77	-	4,970,134.32	654,382.53	1,063,600.70
69900 670 WORKERS COMP TRUST	1,287,796.57	517,385.20	-	397,395.86	-	1,407,785.91
69900 740 INSURNACE - RISK	5,432,955.01	802,932.42	-	2,631,097.88	-	3,604,789.55
Internal Service Subtotal	8,517,807.36	6,211,379.39	-	7,998,628.06	654,382.53	6,076,176.16
79900 700 MOTOR VEHICLE	4,410.83	2,558,583.67	-	2,538,572.44	747.80	23,674.26
79900 710 MUNI JUDGE BOND FUND	110,414.33	-	-	-	(30.00)	110,444.33
79900 720 RETIREE HEALTH INSURANCE TRI	6,648,685.39	501,784.55	-	1,260,731.12	(3,082.83)	5,892,821.65
79900 730 CRIME LAB FUND	74,200.55	10,282.00	-	12,837.25	-	71,645.30
79900 750 FORECLOSURE TRUST FUND	71.88	-	-	-	-	71.88
79900 770 LIBRARY TRUST	6,682.38	2,339.41	-	-	-	9,021.79
79900 780 SENIOR CITIZEN TRUST	5,210.94	270.00	-	-	-	5,480.94
79900 790 PRAIRIE HAVEN MEM	6,395.05	180.34	-	-	-	6,575.39
79900 800 COMMUNITY PARK TRUST	1,710.62	48.24	-	-	-	1,758.86
79900 820 EVIDENCE TRUST FUND	178,212.42	45,465.31	-	-	-	223,677.73
79900 830 HOBBS BEAUTIFUL	8,488.85	10,392.27	-	1,935.64	-	16,945.48
79900 860 CITY AGENCY TRUST	1,679.66	479.97	-	743.24	-	1,416.39
Trust & Agency Subtotals	7,046,162.90	3,129,825.76	-	3,814,819.69	(2,365.03)	6,363,534.00
GRAND TOTAL ALL FUNDS	191,898,420.83	77,081,029.93	-	70,215,665.64	240,363.15	198,523,421.97



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
February 18, 2025

SUBJECT: Consideration of Approval of a CES Contract with Exerplay to Replace the Existing Playground in Clinton Park at the Hobbs Public Library in the Amount of \$177,240.72

DEPT OF ORIGIN: Parks and Open Spaces

DATE SUBMITTED: 1/29/2025

SUBMITTED BY: Matt Hughes, POSD Superintendent

Summary:

POSD staff has been working on options to update the current playground located in Clinton Park at Hobbs Public Library. The existing play features at the park are starting to show their age and are in need of replacement. The proposed replacement playground will include swings, climbers, benches, a slide and a library-themed play feature. The playground will also include poured in place (rubberized/cushioned) surfacing. This playground is designed for children ages 5 to 12. The playground will be installed by an authorized contractor through Exerplay.

Fiscal Impact:

Cost for project is \$177,240.72 that includes GRT using account 001-0320-050-44901-00099. The current budget amount for FY 2025 is \$327,411.08.

Attachments:

Library playground quote 1-29-2024

Recommendation:

Consideration of approval of a quote submitted by Exerplay utilizing CES, contract Number: CES - 2023 - 16 - C116 - all with installation

Approved By:

Bryan Wagner, Parks & Open Spaces Director	2/4/2025
Toby Spears, Finance Director	2/6/2025
Valerie Chacon, City Attorney	2/6/2025
Manny Gomez, City Manager	2/12/2025



Proposal

Q007086

Please Issue Purchase Order to:
 Cooperative Educational Services
 PO Box 81045
 Albuquerque, NM 87198
 Contract 2023-16-C116-ALL

Proposal Date	Salesperson
1/29/2025	Jeffrey Talley 806-670-4006 jeff@exerplay.com

Hobbs Public Library
 CES - 2023-16-C116-ALL

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
		LANDSCAPE STRUCTURES, INC.			
1.00	LSI DESIGN	PlayBooster (5-12 years) Design 1181990-02-01	65,610.00	4%	62,985.60
2.00	186588B	Kaleidoscope Bench w/Back w/o Handles, SM	1,415.00	4%	2,716.80
1.00	186588D	Kaleidoscope Bench w/o Back w/o Handles, SM	880.00	4%	844.80
1.00	FREIGHT	Freight/shipping charges (150-25-97)	4,600.00		4,600.00
1.00	RGH-INSTALL	Installation of Playground Equipment & Benches (566 RV1)	27,930.00		27,930.00
1,900.00	SURFACING	Installation and Material for 3½" of Poured In Place, 50% Color and 50% Black, Aliphatic Binder, priced per sq/ft (1301753)	21.35	4%	38,942.40
1,900.00	SURFACING	Sub-Base, 8" of Crusher Fine, priced per sq/ft (1301753 RV1)	10.00		19,000.00
1.00	SURFACING	Design, 1 Color (1301753 RV2)	3,325.00		3,325.00
1.00	BOND	Payment/Performance Bond	5,981.00		5,981.00
<i>THIS PROPOSAL IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS</i>			Subtotal		166,325.60
<i>Taxes subject to change</i>			Tax Total:		10,915.12
Proposal prepared by: Stefani Schmuker			Total		177,240.72

Accepted by: _____
 Print Name: _____ Signature: _____ Date: _____



General Terms and Conditions:

Pricing for all listed items is good for 30 days from date of quote. ExerPlay reserves the right to revise pricing if any quote approvals are received after the 30-day timeframe, or if any portion of the quote is changed or removed. This may result in a delay in ordering materials for this project.

Pricing is for the listed items only and unless specifically shown on the quote, does not include freight, installation, engineering, offloading, storage, security, site preparation, permitting, security/temporary fencing, hard dig conditions, saw cutting, core drilling, field painting, electrical, concrete slabs, masonry work, ABC compaction, curbing, hand digging, excavation, spoil & waste removal, certification classes, background checks/badging, private line locating, or any applicable taxes or bonds. To obtain a performance/payment bond, please add 3.5% of the total to this quote.

Any necessary permits (federal, state, and/or local building) or special inspections are the responsibility of the General Contractor or End Owner.

Any applicable taxes shown on the quote are calculated based on state, city or county rates and project-specific requirements. Any Requests to remove taxes are subject to approval and MUST include an applicable tax-exempt certificate.

Please provide a signed quote, Purchase Order, or Contract to request an order. Further information such as shipping, colors, contact info, etc., may be needed before an order can be placed. Contract terms are subject to review and approval.

Notwithstanding anything to the contrary in any Contract Documents, ExerPlay shall have no duty to defend or indemnify Owner, Customer, or any other party for that portion of any claim arising out of the sole negligence of the indemnified party.

Billing and Payment Terms:

Current Customers: Unless otherwise negotiated and agreed upon, ExerPlay's payment terms are Net 30 from the date of the invoice, with approved credit; and Net 45 for contracted projects. ExerPlay's process is to bill the customer when the equipment ships. Surfacing and installation are billed upon completion. Bonds are billed when ordered. Late payments may be subject to finance fees and/or legal action.

New Customers: New customers may be required to pay a deposit on equipment at time of order. Deposit amount to be determined, based on credit. The remainder of that equipment, including freight, will be billed when it ships. Surfacing and installation are billed upon completion. Bonds are billed when ordered.

If paying by credit card, there will be a 3.5% fee added to the invoice.

**Installation Terms:**

If installation is included on the quote, the following guidelines must be followed:

1. It is recommended that any Landscape Structures Equipment be installed by a certified Landscape Structures installer, and that all other equipment be installed by a CPSI Certified installer. ExerPlay reserves the right to request proof of certification.
2. Playground equipment MUST be installed over ADA compliant wood fiber or rubber surfacing. This area is not ADA compliant without surfacing and an accessible route up to and into the playground area. Please contact us for more information.
3. Installation price does NOT include prevailing wages, Davis-Bacon wages, or TERO wages unless otherwise specified. Any changes in wage requirements at time of order are subject to updated pricing.
4. Installation price is based on normal soil conditions. Unusual or hard dig soil conditions that require the use of a jack hammer, or other such equipment, will incur additional charges by reason of such conditions and supervisory fee, and for an extension of the time of completion. Installation price does not include removal of anything which may hinder installation of equipment, unless otherwise specified on our quote.
5. If Hard Dig conditions are known, please advise so we can quote accordingly to avoid any delays or additional fees. Hard Dig conditions will be considered anything that cannot be excavated with a standard Bobcat mounted hydraulic auger. Hard Dig conditions will require a change order at a Time & Material rate. If an auger truck is required to complete digging, it will be at the expense of the General Contractor or Owner, if a spoil report is not provided at the time of quoting.
6. Finish grade is to be provided by others prior to arrival of installer.
7. Installer must have free and clear access to the install location(s). The installer is not responsible for damage done to existing surfacing/landscaping that may occur when equipment & vehicles are being used in the normal course of construction. Reasonable access to the job site for a Bobcat is assumed as a part of this quote.
8. Line-item pricing is for informational purposes only and is based upon being awarded the total project. All items are to be installed concurrently if specific areas are not ready for installation, and an additional mobilization fee will be required via Change order unless otherwise specified on the quote.
9. If any materials need to be unloaded on site by the installer, unloading must be coordinated at the same time as the installation. If special arrangements need to be made, an additional trip charge for unloading may apply.
10. Our installation team will call 811 to conduct a line location service; however, often-times they do not mark lines on the actual property where the installation will be done. The owner is responsible for blue-staking the job site and staking out any underground utilities prior to installation. Owner is responsible should damage occur.
11. Neither ExerPlay nor Installers are responsible for vandalism, theft of equipment or subsequent repairs or replacement. Security fencing can be provided upon request and added to the quote.
12. The job site MUST be ready, and area leveled, when the installer arrives to begin the job, unless specifically noted on the quote. Any downtime or site delays caused by Owner or General Contractor will incur additional fees.
13. If equipment is to be shipped to the installer's yard, it will be held for a maximum of 6 months from delivery, with intent to install in that time frame; otherwise, storage fees may occur.

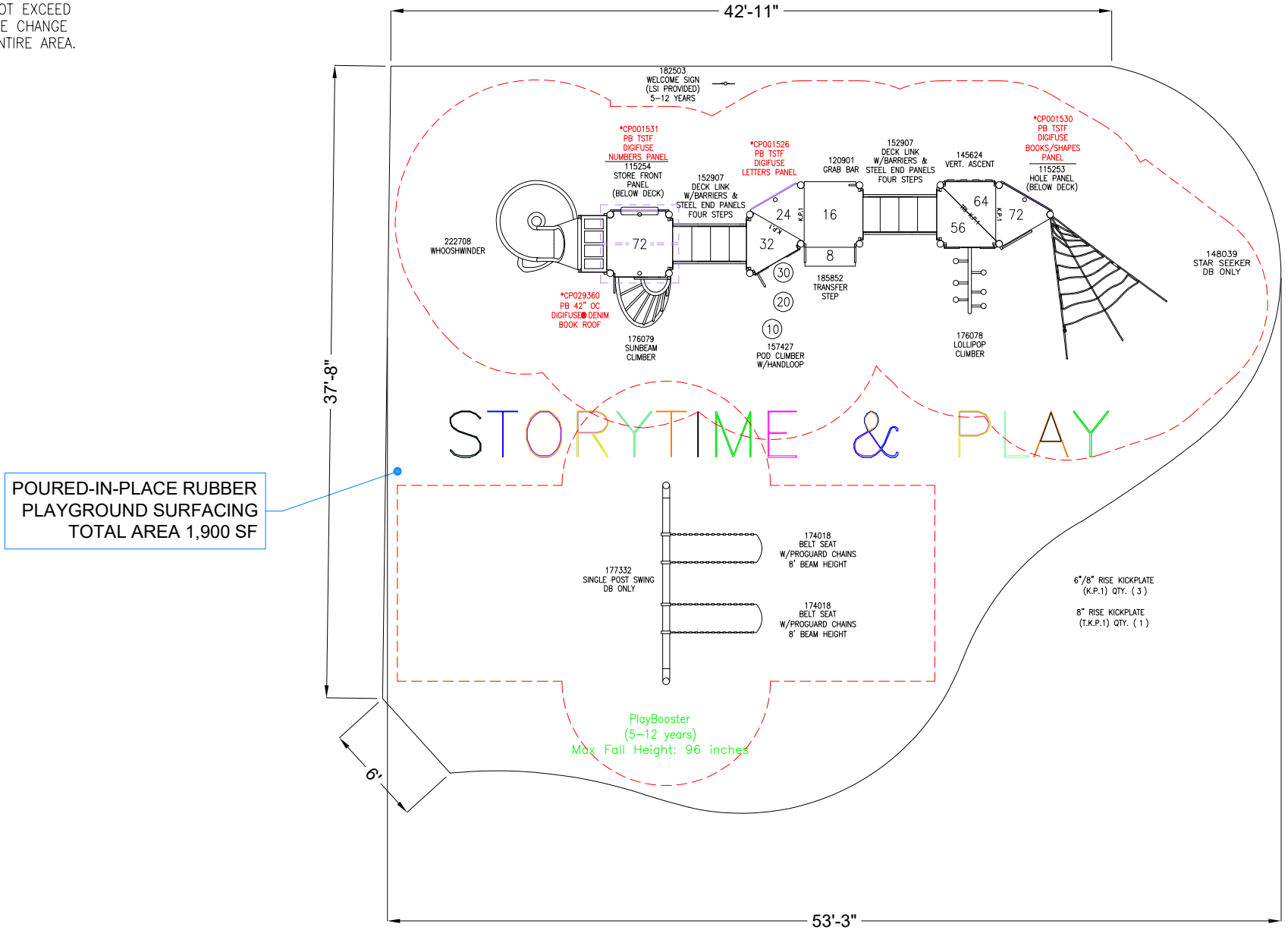
General Contractor is responsible for:

1. Adequate storage and layout area as well as security of equipment while on site.
2. Water, power, sanitary facilities, and trash container on site.
3. Free and clear vehicle access to site and all areas under the scope of work.
4. Movement of any utilities conflicting with the installation of the equipment (installer is not responsible for landscape irrigation).
5. Once the installers are on site, any delays or additional work incurred by the installation crew and caused by others (owners or other contractors) will be charged on a cost-plus basis.
6. Any additional costs, i.e. demolition, relocation, excavation, surfacing materials, and labor due to abnormal soil conditions, are not included in price.
7. Please notify ExerPlay of any changes immediately. If any changes are made which we are not aware of, and which alter the installation, then all additional costs will be passed on to the GC.

Google Earth Trace
Actual Site Dimensions Must Be Verified

*NOTE: PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

*NOTE: DESIGN ASSUMES THAT THE SITE IS LEVEL, OR DOES NOT EXCEED A 2% GRADE CHANGE OVER THE ENTIRE AREA.



POURED-IN-PLACE RUBBER
PLAYGROUND SURFACING
TOTAL AREA 1,900 SF

TOTAL ELEVATED PLAY COMPONENTS	6		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	6	REQUIRED	3
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	4	REQUIRED	2
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	3	REQUIRED	3



The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487.

THIS PLAY AREA & EQUIPMENT IS DESIGNED FOR AGES 5-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

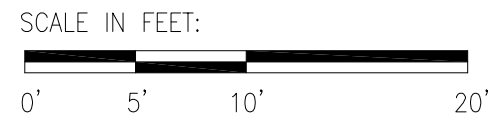
IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION).

DESIGNED BY:
SLA
COPYRIGHT: 8/4/23
EXERPLAY, INC.
12220 N HWY 14 Suite 1
CEDAR CREST, NM 87008
PH: 1-800-457-5444 FAX: 1-505-281-0155

Date	Previous Drawing #	Initials



Hobbs Public Library
Play Area
Hobbs, NM

ExerPlay, Inc.
Jeff Talley

SYSTEM TYPE:
PlayBooster

DRAWING #:
23430A





Hobbs Public Library

1181990-02-01-01 • 12.29.2023





Hobbs Public Library

1181990-02-01-02 • 12.29.2023





Hobbs Public Library

1181990-02-01-03 • 12.29.2023





Hobbs Public Library

1181990-02-01-04 • 12.29.2023



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Hobbs Public Library

1181990-02-01-05 • 12.29.2023









CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
February 18, 2025

SUBJECT: Resolution No. 7589 - Authorizing the Mayor to Execute an Agreement with Excalibur Oilfield Services, LLC, to Supply Industrial Process Water

DEPT OF ORIGIN: Utilities

DATE SUBMITTED: 2/4/2025

SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

- City proposes to execute an agreement with Excalibur Oilfield Services, LLC., to sell reclaimed effluent water in the amounts of a minimum of one million two hundred thousand (1,200,000) 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 NMGRT) during the 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 reclaimed effluent water for the Summer Months (May, June, July, August).
- 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. In the event Purchaser seeks to purchase more effluent water than is outlined above, Purchaser may do so pursuant to the following amounts and rates: An indeterminate amount in excess of the initial one million two hundred thousand (1,200,000) gallons per day at a price of \$0.10 per 1,000 gallons for the Winter Months (September, October, November, December, January, February, March, April).
- This agreement fosters the City's intent to diversify and beneficially reuse the City's effluent 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.

Fiscal Impact:

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

Excalibur Oilfield Services, LLC., shall pay the City of Hobbs the contract sum of \$9,000.00 per month (plus NMGRT) during the months of September, October, November, December, January, February, March and April for the term of this agreement and an additional price of \$0.10 per 1,000 gallons for amounts in excess of the initial one million two hundred thousand (1,200,000) gallons per day for the Winter Months of September,

October, November, December, January, February, March and April.

Attachments:

Resolution - Excalibur Oilfield Services, LLC. Contract (2025)

Excalibur Oilfield Services Effluent Water Purchase Contract (2025) DRAFT (FINAL)

Recommendation:

The Commission should consider approval of this matter.

Approved By:

Tim Woomer, Utilities Director 2/4/2025

Toby Spears, Finance Director 2/6/2025

Valerie Chacon, City Attorney 2/6/2025

Manny Gomez, City Manager 2/10/2025

CITY OF HOBBS

RESOLUTION NO. 7589

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT WITH EXCALIBUR OILFIELD SERVICES, LLC.,
TO SUPPLY INDUSTRIAL PROCESS WATER

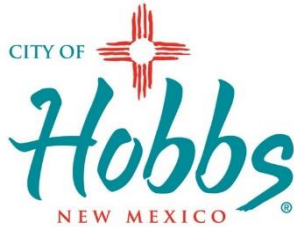
BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Mayor and City Manager are hereby authorized to execute an Agreement to supply industrial process water to Excalibur Oilfield Services, LLC., at a point east of the City's twenty (20) inch effluent reuse pipeline on the Eunice 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 18th day of February, 2025.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



**CITY OF HOBBS
INDUSTRIAL PROCESS 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 stored in the Ogallala Aquifer continues to be exhausted without significant recharge; and

WHEREAS, the City owns and operates the City of Hobbs Wastewater Reclamation Facility located at 1300 S. 5th St. which meets State of New Mexico and Federal 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 has continued to seek purchasers for effluent water and enter into purchase agreements with the purchasers; and

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

1. Quantity and Price

City sells to Purchaser and Purchaser buys from City, an effluent of industrial process water from waste water produced by the City’s Wastewater Reclamation Facility (effluent water) in the quantity and price as follows:

- a. Up to one million two hundred thousand (1,200,000) gallons per day for the months of September, October, November, December, January, February, March, and April.

- b. Purchaser shall pay City a total of \$9,000.00 (plus NMGRT) per month for effluent water deliveries in the 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.

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. In the event Purchaser seeks to purchase more effluent water than is outlined above, Purchaser may do so pursuant to the availability of effluent water and the following purchase rates:

Any amount in excess of the initial one million two hundred thousand (1,200,000) gallons per day for the months of September, October, November, December, January, February, March, and April Purchaser shall be charged at a price per gallon of \$0.10 per 1,000 gallons.

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. City is not obligated under the terms of this Agreement to sell any effluent water above the amounts outlined above. The effluent water contemplated herein is not approved or accepted for human consumption.

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 annually 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 therefore. 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.

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 determines that 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(s) and facilities necessary, including all rights-of-way and easements, to receive the effluent water at a mutually agreeable location adjacent to City's effluent water distribution line. Purchaser shall be solely responsible for bringing their effluent water distribution system to City's effluent water distribution to ensure delivery of effluent water from City. Pressure at the point of delivery shall not be guaranteed by

City. The location and configuration of the tap, valve, meter, and telemetry and data control systems necessary to connect Purchaser's effluent distribution line to City's effluent distribution line will be determined by City and shall be provided by Purchaser, at Purchaser's own cost and expense, at no cost to City. Any additional tap, valve, meter, or appurtenance 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, meter and telemetry and data control systems necessary to effectuate connection to City's effluent distribution line. All work, of any kind, that in any way impacts the City's effluent 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.

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 effluent water distribution lines. Upon transfer of effluent water from City's water distribution lines to Purchaser's effluent 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. No Right to Assign.

Purchaser may not assign this Agreement for any reason. In the event Purchaser identifies a subsidiary, partner, cooperative, or any other business entity that may be better suited to fulfill Purchaser's obligations under this Agreement, City and Purchaser may mutually terminate this Agreement and waive all time requirements herein. City may, but is not required to, enter into a separate Agreement with the other business entity.

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:

To the CITY: City of Hobbs	To the PURCHASER: Excalibur Oilfield Services LLC.
200 E. Broadway	PO Box 507
Hobbs, NM 88240	Eunice, NM 88231
(575) 397-9226	(505) 228-4454
(575) 391-7876	(575) 359-5555
accountspayable@hobbsnm.org	ExcaliburCorp@hotmail.com

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]



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
February 18, 2025

SUBJECT: Resolution No. 7590 - Approving an Agreement Between Lea County and the City of Hobbs to Construct a Municipal Sewer Lift Station to Serve the Lea County Regional Airport

DEPT OF ORIGIN: City Manager

DATE SUBMITTED: 2/5/2025

SUBMITTED BY: Todd Randall, Assistant City Manager

Summary:

The purpose of this Memorandum of Agreement (MOA) is to formalize the terms between the CITY and COUNTY regarding the COUNTY's contribution of \$750,000 toward the CITY's construction of a sewer lift station. This infrastructure will be located east of the Airport entrance road, adjacent to the 62/180 right-of-way. The availability and use of public sewer infrastructure will enhance the health, safety, and welfare of Lea County residents by ensuring proper liquid waste management.

In 2022, the CITY and COUNTY entered into an MOA for the water and sewer extension to the Lea County Airport, which was completed in 2023. While water service is now available, the lift station was not constructed at that time. To support on-site sewer improvements at the Airport and facilitate access to the CITY's sewer system, a lift station is required.

Staff requests approval authorizing the Mayor and/or City Manager to execute the attached MOA with Lea County.

Fiscal Impact:

Budget Line: 44-4044-44901- Water & Sewer Extension
00289 (West Hobbs)

Available: \$471,419.79

Est. Costs \$750,000

NOTE: BAR is required to account for new revenue and increased expenditure in project funding line

Attachments:

2025 RESOLUTION MOA - LEA COUNTY UTIL
MOA COH LEA - Airport Lift Station 2-3-25 v1
LOCATION MAP

Recommendation:

Consideration and approval of the Resolution to allow the Mayor and/or City Manager to

enter into an agreement with Lea County for off-site sewer lift station to serve the Lea County Regional Airport

Approved By:

Manny Gomez, City Manager 2/5/2025
Toby Spears, Finance Director 2/6/2025
Valerie Chacon, City Attorney 2/12/2025
Manny Gomez, City Manager

CITY OF HOBBS

RESOLUTION NO. 7590

**A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF HOBBS AND LEA COUNTY FOR SEWER SERVICE
TO LEA COUNTY REGIONAL AIRPORT**

WHEREAS, the City of Hobbs will budget for the installation of a Sewer Lift Station near the Lea County Regional Airport and immediately adjacent to US62/180; and

WHEREAS, Lea County desires to connect to the City of Hobbs sewer service instead of replacing the on-site liquid waste disposal system at Lea County Regional Airport; and

WHEREAS, Lea County and the City of Hobbs wish to enter into an agreement that would enable the City of Hobbs to construct an offsite sewer lift station to service the Lea County Regional Airport; and

WHEREAS, the agreement also includes Lea County compensation for the offsite sewer lift station adjacent to US 62/180.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor and/or City Manager, may finalize and sign any agreements consistent with the term of this resolution.

PASSED, ADOPTED AND APPROVED this 18th day of February, 2025.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**MEMORANDUM OF AGREEMENT BETWEEN
LEA COUNTY, NEW MEXICO AND THE
CITY OF HOBBS**

This Memorandum of Agreement is made this _____ day of, _____ 2025, by and between the City of Hobbs (*hereinafter* "CITY") and Lea County, New Mexico (*hereinafter* "COUNTY").

PURPOSE

The purpose of this Memorandum of Agreement (*hereinafter* "Agreement") is to memorialize the terms and agreement between the CITY and COUNTY regarding the COUNTY's funding toward the CITY's construction of public infrastructure (Sewer Lift Station) located east of the Airport entrance road and adjacent to 62/180 right of way. CITY and COUNTY agree to cooperate as outlined in this Agreement.

WHEREAS, the CITY and COUNTY agree that public infrastructure located adjacent to the airport and 62\180 right of way would benefit both private and public Development located adjacent to the corridor; and

WHEREAS, the availability and utilization of public sewer infrastructure promote the health, safety, and welfare of Lea County residents by ensuring proper liquid waste processing; and

WHEREAS, the Agreement requires payment from the COUNTY to CITY to assist in the construction of the Lea County Airport Sewer Lift Station Project;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

DUTIES ASSOCIATED WITH FUNDING

I. CITY'S DUTIES

CITY will ensure the following obligations are met:

1. Budget for the acceptance and expenditure of COUNTY's financial contribution for the Lea County Airport Sewer Lift Station Project.
2. Construct the Lea County Airport Sewer Lift Station Project in accordance with the approved plan set.
3. Provide sufficient supporting documentation to COUNTY upon request, detailing actual expenses incurred in the construction of the project.

4. Ensure that all funds contributed by COUNTY are used exclusively for the construction of the project. Any unused funds shall be returned to COUNTY.
5. Utilize the funds in compliance with all applicable federal, state, and local laws.
6. Own, operate, and maintain the completed public infrastructure without subjecting COUNTY to additional costs beyond the agreed contribution.

II. COUNTY'S DUTIES

COUNTY will ensure the following obligations are met:

1. Encumber and appropriate financial contributions in the amount of SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00) in full within FY 2024-2025.
2. Provide CITY with the sum of SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00) for direct application to the Lea County Airport Sewer Lift Station Project.
3. Deliver the allocated funds to CITY by July 30, 2025.
4. Retain the right to request an accounting of funds expended on the project.

MERGER OF AGREEMENT

This Agreement incorporates all agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this Agreement. No prior statements, representations, promises or agreement of understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

SOVEREIGN IMMUNITY

CITY and COUNTY and their public employees (as defined in the New Mexico Tort Claims Act) do not waive sovereign immunity, do not waive any defense(s), and/or do not waive any limitation(s) pursuant to the New Mexico Tort Claims Act. No provision in the Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act as it relates to CITY and COUNTY and their public employees.

LIABILITY

Each party agrees to bear liability and responsibility for the negligent, reckless or deliberate acts or omissions of their own officers and employees, as limited by the New Mexico Tort Claims Act. It is expressly understood by this Agreement that the Lea County Airport Sewer Lift Station Project contemplated herein will at all times be owned and operated by CITY.

THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing the Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to the Agreement to maintain, pursuant to the provisions of the Agreement, a suit of any nature, including but not limited to suits alleging wrongful death, bodily and/or personal injury to person(s), damages to property(ies), and/or any cause of action. No other parties in relation to CITY, whether as contractor, subcontractor, or joint venture, shall have any entitlement to seek funds from COUNTY related in any way to their dealings with CITY.

INSURANCE

Both CITY and COUNTY shall maintain liability insurance or qualify as a self-insured entity, as required by law.

TERM

This Agreement shall continue in full force and effect, one year, or until construction of the Lea County Airport Sewer Lift Station Project is complete, whichever occurs first. Nothing in this Agreement guarantees future funding by COUNTY beyond what this Agreement contemplates.

SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

NO ORAL MODIFICATION

The forgoing constitutes the entire agreement between the Parties and may be modified only in writing signed by both Parties. Amendments and alterations to this Agreement after execution may only be made in writing signed by both parties.

GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of New Mexico. Any legal disputes related to this Agreement shall be subject to the jurisdiction and venue of the Fifth Judicial District Court, Lea County, New Mexico.

EFFECTIVE DATE

This Agreement shall be in full force and effect upon execution and approval of the parties hereto.

[Required Signatures on Next Page]

ATTEST:

LEA COUNTY, NEW MEXICO

BY: _____
Gary Eidson,
Lea County Chair

Date: _____

ATTEST:

CITY OF HOBBS

BY: _____
Sam Cobb,
Mayor

Date: _____

Approved as to Form:

By: _____
John W. Caldwell
County Attorney

Date: _____

By: _____
Valerie Chacon
City Attorney

Date: _____

MOLZENCORBIN

2701 Miles Road SE
 Albuquerque, New Mexico 87106
 505 242 5700 office
 505 242 0673 fax
 MolzenCorbin.com

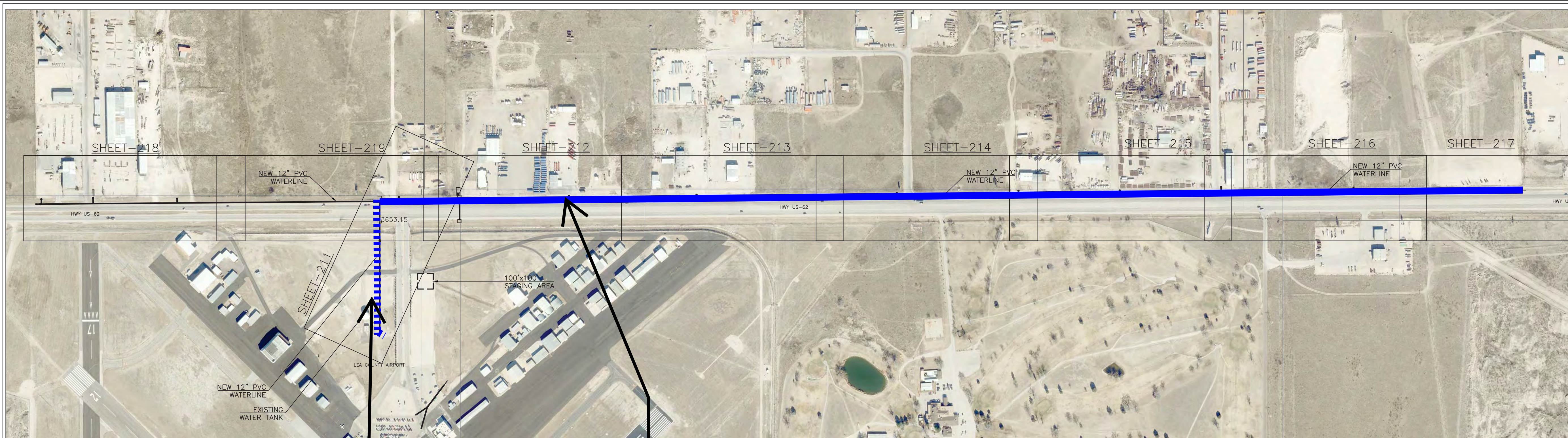
NOTICE OF EXTENDED PAYMENT PROVISION:
 THIS CONTRACT ALLOWS THE OWNER TO MAKE
 PAYMENT WITHIN 45 DAYS AFTER SUBMISSION
 OF AN UNDISPUTED REQUEST FOR PAYMENT

NUMERIC SCALE CONFIRMATION
 DRAWINGS ARE DEPICTED AT INTENDED
 NUMERIC SCALES
 IF THIS BAR EQUALS ONE INCH



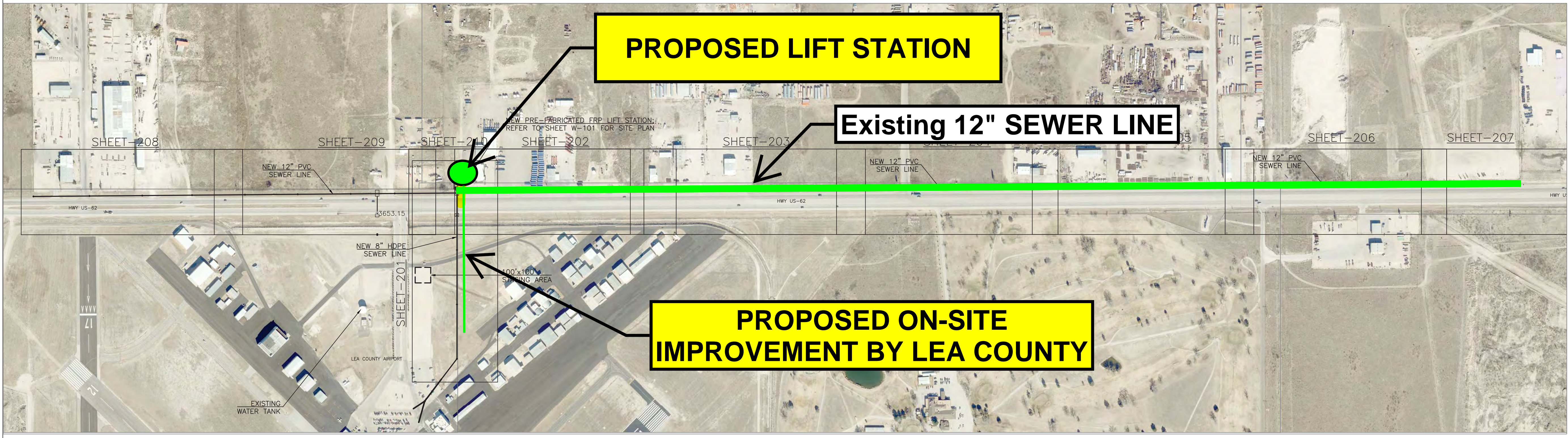
REV. NO.	REV. DATE	DESCRIPTION

PROJECT NUMBER:	CES191-20
DESIGNED BY:	MJ
DRAWN BY:	PD
CHECKED BY:	MJ
PRIME DESIGN PROFESSIONAL:	MICAH JOHNSON
PROJECT DATE:	JANUARY 2021



WATERLINE ALIGNMENT SITE MAP AND SHEET IDENTIFICATION

**Existing 12" WATER LINE &
 On-site Connection to
 Airport System**



SEWER LINE ALIGNMENT SITE MAP AND SHEET IDENTIFICATION

PROPOSED LIFT STATION

Existing 12" SEWER LINE

**PROPOSED ON-SITE
 IMPROVEMENT BY LEA COUNTY**

SITE OVERVIEW MAP

LEA COUNTY AIRPORT WATER AND SEWER EXTENSION
 CITY OF HOBBS, NEW MEXICO
 LEA COUNTY, NEW MEXICO

G-003

SHEET

PLANT DATE: 1/27/2021 6:58 PM
 SAVE DATE: 1/27/2021 1:22 PM
 FILE NUMBER: CES191-20 (AWWS) GMB-003



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
February 18, 2025

SUBJECT: Resolution No. 7591 - Approving the Vacation/Replat Located at the Intersection of Morris Street and Main Street, Lot 12, Block 56 in the New Hobbs Addition

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 2/5/2025

SUBMITTED BY: Kristalyn Seepersad, Planning Project Manager

Summary:

The Property Owner is requesting the replat of lot 12, block 56 in the New Hobbs Addition, located at the intersection of Morris Street and Main Street and vacation of 1,370 sq ft of the Right of Way. The vacation, if approved, will allow the transfer of fee simple ownership of the vacated property to the adjacent property owner. The Planning Board reviewed the request on January 21st, 2025 and voted 4-0 to recommend approval.

Fiscal Impact:

The municipality will be compensated \$2,740 (\$2 per sq.ft.) prior to recordation and conveyance of the Vacated Right of Way

Attachments:

Summary Replat and Vacation for Morris Street Approval RESO
24110403 YMH Replat_Vacate
1-21-2025 minutes- Item 4

Recommendation:

Consideration of Approval of the Resolution to approve the Vacation/Replat, as recommended by the Planning Board

Approved By:

Todd Randall, Assistant City Manager 2/11/2025
Toby Spears, Finance Director 2/11/2025
Valerie Chacon, City Attorney 2/12/2025
Manny Gomez, City Manager

CITY OF HOBBS

RESOLUTION NO. 7591

A RESOLUTION TO APPROVE THE VACATION FOR MORRIS STREET AND A SUMMARY REPLAT FOR LOT 12, BLOCK 56 NEW HOBBS ADDITION SUBDIVISION, CITY OF HOBBS, LEA COUNTY, NEW MEXICO.

WHEREAS, the adjacent property owner is requesting a vacation/replat of Lot 12, Block 56 of the New Hobbs Addition Subdivision, located at the intersection Morris Street and Main Street; and

WHEREAS, the Vacation/Replat was reviewed and approved by the City of Hobbs Planning Board at the January 21st, 2025 regular meeting;

WHEREAS, the City Commission has determined that the vacation/replat will not adversely affect the interest or rights of the persons in contiguous territory or within the subdivision and the title of those lands in the vacated area may be transferred in fee simple to the owner of the adjacent lots thereto upon reenumeration.

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

1. The City of Hobbs hereby grants the Vacation/Replat as attached hereto and made a part of this Resolution; and
2. The City officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 18th day of February, 2025.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, CITY CLERK

4) Review and Consider the Summary Replat for lot 12, Block 56 and the vacation of a portion of Morris Street.

Mr. Randall stated this is a proposed vacation plan for excess right-of-way on Moore Street. Currently, there are nearly 20 feet of right-of-way from the back of the curb on Moore Street at the intersection with Main Street. He stated the applicant is seeking to purchase an additional 10 feet, totaling approximately 1,370 square feet. Mr. Randall stated the City has been implementing similar right-of-way vacations in other areas where excess right-of-way exists, particularly at intersections. Mr. Randall explained at this location, the total right-of-way is 80 feet. The back curb-to-back curb distance is approximately 41 feet. In cases of 41-foot-wide streets, we typically have nearly 10 feet of excess right-of-way, which have been selling at approximately \$2 per square foot.

Mr. Randall stated the applicant intends to purchase this portion of land primarily to extend their lot size to approximately 35 feet (34.9 feet). He stated staff will round this to 35 feet, as this is the minimum lot frontage required to place a manufactured home on the property. Mr. Randall stated there is currently a structure on the site, but it appears that most of the existing buildings have been removed. We will need to confirm whether the applicant plans to remove this remaining structure to place a manufactured home. Additionally, the applicant has fenced in part of the right-of-way. By selling the property, the fence would then be in the correct location. Mr. Randall explained this property is located at the intersection of Moore Street and Main Street. However, the City will not be selling any property along Main Street, as it is a larger roadway section, and we will maintain a 15-foot setback in the front.

Mr. Donahue made a motion to approve the vacation of a portion of Morris Street, seconded by Mr. Drennan. The vote on the motion was 4-0 and the motion carried

5) Review and Consider the Front Yard setback variance for 703 E Luna Drive.

Mr. Randall stated this is a front yard setback variance request for 703 East Luna Street. He stated the property owner has provided a survey of the property. Mr. Randall stated the property line is at the back of the curb. Typically, the City requires a minimum setback of 15 feet from the back of the curb—assuming a 10-foot right-of-way plus an additional 5 feet onto the property. However, the applicant is proposing a setback of 9 feet, 3 inches from the property line, which would place the structure approximately 9 feet from the back of the curb.

Mr. Randall explained there are other carports in the area, but they are set back further from the property line. In this subdivision, the right-of-way is only 52 feet wide, whereas a standard right-of-way is usually 60 feet. He stated the sidewalk in this location is within the property rather than the right-of-way, which is not typical. Mr. Randall stated staff reviewed the request and maintains the recommendation of a 15-foot setback, as this is the standard requirement. This would still allow approximately 26 feet of space from the back of the curb. He stated the property owner, however, has already invested in a survey confirming the property line location. He further the applicant also provided plans showing that while the foundation and posts would be set back 15 feet from the curb, the overhang would encroach beyond that. Ms. Seepersad