



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

Monday, February 3, 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 January 21, 2025, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

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.)

2. Resolution No. 7583 - Relating to the Deletion and Removal of Obsolete, Worn-Out and Unusable Personal Property from the City of Hobbs Library Department (*Nichole Lawless, Library Director*)

DISCUSSION

3. Hobbs Public Library 2024 Annual Report (*Nichole Lawless, Library Director*)

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

4. Consideration of Approval to Purchase One (1) 2025 Regular Cab, 4WD, Dump Truck for the Utilities Department (*Tim Woomer, Utilities Director*)
5. Resolution No. 7584 - Approving a Related Party Contract with Watson Truck & Supply (*Jana White, Project Manager*)
6. 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 (*Doug McDaniel, Recreation Director*)
7. Resolution No. 7586 - Approving a Development Agreement with Builders Build, LLC, Concerning the Development of Market Rate Single-Family Housing (*Todd Randall, Assistant City Manager*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

8. Next Meeting Dates:

City Commission Regular Meeting:

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

SUBJECT: Minutes of the January 21, 2025, Regular Commission Meeting

DEPT OF ORIGIN: City Clerk

DATE SUBMITTED: 1/24/2025

SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Minutes of the regular meeting of the Hobbs City Commission held on January 21, 2025.

Fiscal Impact:

N/A

Attachments:

January 21, 2025 - Minutes

Recommendation:

Motion to approve the minutes as presented.

Approved By:

Jan Fletcher, City Clerk 1/31/2025

Manny Gomez, City Manager 1/31/2025

Minutes of the regular meeting of the Hobbs City Commission held on Tuesday, January 21, 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 Pro Tem Calderón called the meeting to order at 6:00 p.m. and welcomed everyone to the meeting. The City Clerk called the roll and the following answered present:

Mayor Sam D. Cobb (*via phone*)
Commissioner Joseph D. Calderón
Commissioner Chris Mills
Commissioner Don Gerth
Commissioner R. Finn Smith
Commissioner Larron B. Fields

Absent: Commissioner Dwayne Penick

Also present: Manny Gomez, City Manager
Todd Randall, Assistant City Manager
Valerie Chacon, City Attorney
Amber Leija, Assistant City Attorney
August Fons, Police Chief
Marina Barrientes, Police Captain
Seth Ford, Police Captain
Ryan Herrera, Deputy Fire Chief
Chris Henry, Battalion Chief
Shawn Williams, Fire Marshal
Tony Alarcon, Fire Inspector
Bobby Arther, Municipal Judge
Shelia Baker, General Services Director
Toby Spears, Finance Director
Deborah Corral, Assistant Finance Director
Anthony Henry, City Engineer
Melody Maldonado, Assistant Library Director
Bryan Wagner, Parks and Open Spaces Director
Lou Maldonado, Parks Superintendent
Matt Hughes, Rockwind Superintendent
Doug McDaniel, Recreation Director
Tim Woomeer, Utilities 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
9 citizens

Invocation and Pledge of Allegiance

Commissioner Fields delivered the invocation and Mayor Pro Tem Calderón led the Pledge of Allegiance.

Approval of Minutes

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

Proclamations and Awards of Merit

Mr. Manny Gomez, City Manager, recognized the following employees for their Milestone Service Awards for the month of January, 2025:

- 5 years – Jairo Carrillo-Soto, Fire Captain
- 5 years – Scott Shed, Building Official
- 10 years – Justin Sharp, Utility Maintenance Foreman
- 10 years – Seth Ford, Police Sergeant-SRO
- 10 years – Douglas Faulkner, Police Officer, SRO
- 30 years – Jan Fletcher, City Clerk
- 30 years – Shawn Williams, Fire Marshal

Mr. Gomez thanked the Commission for recognizing the employees. He stated the seven employees recognized total 100 years of dedicated service. Mr. Gomez reviewed highlights about the work of each employee. He expressed gratitude to each employee for their hard work and also thanked the employees' families for their contributions to the organization. Two of the seven employees reached their 30-year mark with the City and will receive a shadow box with the Milestone Service Award Coins. Their hard work and dedication are recognized

Public Comments

None.

Consent Agenda

Mayor Pro Tem Calderón 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 Smith moved for approval of the following Consent Agenda item(s):

Resolution No. 7578 - Stating the Reasonable Notice Procedures for the City of Hobbs Pursuant to the New Mexico Open Meetings Act

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

Discussion

None.

Action Items

Resolution No. 7579 - Authorizing an Allocation of Lodgers' Tax to Fund Various Events for FY 2025

Mr. Toby Spears, Finance Director stated the Lodger's Tax Board met on January 8, 2025. The 2025 budgeted lodgers' tax revenue is projected to be \$1,750,000.00. Requests are itemized as follows:

	Request Description	Amount Requested	Board Recommendation
1	Cycle City Promotions <ul style="list-style-type: none">• Kicker Monster Truck Show (February 8, 2025)	\$74,370.00	\$25,000.00
2	Sheri's House of Hope <ul style="list-style-type: none">• Knock Out Domestic Violence 2 (February 1, 2025)	\$26,716.04	\$25,000.00

3	Hobbs USSSA <ul style="list-style-type: none"> • Blind as a Bat Umpire Tournament (March 29-30, 2025) • Angels for Autism Arena Play Tourn. (April 12-13, 2025) • Hobbs SuperSlam NIT (April 25-27, 2025) <p style="text-align: center;">TOTAL</p>	<p style="text-align: right;">\$5,000.00</p> <p style="text-align: right;">\$5,000.00</p> <p style="text-align: right;"><u>\$10,500.00</u></p> <p style="text-align: right;">\$20,500.00</p>	<p style="text-align: right;">\$5,000.00</p> <p style="text-align: right;">\$5,000.00</p> <p style="text-align: right;"><u>\$10,500.00</u></p> <p style="text-align: right;">\$20,500.00</p>
4	Hobbs Airfield Speedway <ul style="list-style-type: none"> • Flashlight Cash Days with Limpy (March 1, 2025) 	<p style="text-align: right;">\$3,143.00</p>	<p style="text-align: right;">\$3,143.00</p>
5	City of Hobbs - CORE <ul style="list-style-type: none"> • Hobbs Downtown Slam and Jam – Gus Macker (April 26-27, 2025) 	<p style="text-align: right;">\$12,340.00</p>	<p style="text-align: right;">\$12,340.00</p>
6	Permian Basin USSSA <ul style="list-style-type: none"> • See What You Got Tournament (February 1-2, 2025) • King of the Turf Tournament (March 8-9, 2025) <p style="text-align: center;">TOTAL</p>	<p style="text-align: right;">\$24,400.00</p> <p style="text-align: right;"><u>\$24,400.00</u></p> <p style="text-align: right;">\$48,800.00</p>	<p style="text-align: right;">\$24,400.00</p> <p style="text-align: right;"><u>\$24,400.00</u></p> <p style="text-align: right;">\$48,800.00</p>
	TOTAL	\$185,869.04	\$134,783.00

Mr. Spears stated City staff is recommending the following allocations in the total amount of \$119,783.00:

- Cycle City Promotions - \$25,000.00
- Sheri's House of Hope - \$10,000.00
- Hobbs USSSA (3 events) - \$20,500.00
- Hobbs Airfield Speedway - \$3,143.00
- City of Hobbs - CORE - Hobbs Downtown Slam & Jam - \$12,340.00
- Permian Basin USSSA (2 events) - \$48,800.00

There being no discussion, Commissioner Smith moved to approve Resolution No. 7579 with staff's funding recommendation. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

Resolution No. 7580 - Adopting Budgetary Adjustment #2 for the Fiscal Year 2024-2025

Ms. Deborah Corral, Assistant Finance Director, stated the fiscal budget of the City of Hobbs is adopted by resolution, and reviewed and approved by the Department of Finance & Administration. She stated the budget is prepared before the beginning of the fiscal year, and as such, from time to time it becomes necessary to adjust the budget for items not contemplated at the time of its preparation or for issues that arise during the fiscal year. Ms. Spears stated total revenue will increase by \$46,820.00 and total expense will increase by \$1,825,236.28. She stated the ending cash balance will be \$101,973,613.41 for all funds. Ms. Corral stated with this adjustment, the General Fund reserve will decrease from 59% to 58%.

There being no discussion, Commissioner Gerth moved to approve Resolution No. 7580 as presented. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

Consideration of Approval of a CES Contract with G & G Roofing for Roof and HVAC Replacement at Municipal Court, Police Dept. and Police Dept. Annex in the Amount of \$2,128,051.32

Ms. Shelia Baker, General Services Director, stated KWA Engineering & Building Science Co., Inc. requested quotes from three qualified contractors utilizing their CES contracts for roofing projects at Municipal Court, Police Department and Police Department Annex. Two replacement options were provided, built up gravel and TPO, and Ms. Baker stated TPO was selected due to it having a lighter weight, providing savings on cooling costs due to reflectivity and being less expensive to install. Ms. Baker stated the project includes replacement of HVAC units as well. A budget adjustment was included in the BAR presented tonight which will utilize \$1,000,000.00 of grant funds received, as well as \$400,000.00 which was budgeted for building and roof improvements in the BAR.

In response to Commissioner Gerth's inquiry, Ms. Baker stated the TPO has a life span of approximately 20-30 years.

There being no further discussion, Commissioner Gerth moved to approve a CES Contract with G & G Roofing for Roof and HVAC Replacement at Municipal Court, Police Dept. and Police Dept. Annex in the amount of \$2,128,051.32 as presented. Commissioner Mills seconded the motion and roll call vote was recorded as follows:

Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the supporting documentation is attached.

Consideration of Approval of a Contract with Constructors, Inc., in the Amount of \$2,831,739.66 for Mill and Overlay of West County Road (State of New Mexico Price Agreement 40-80500-23-17072)

Ms. Shelia Baker, General Services Director, stated the General Services Dept. requested a quote from Constructors, Inc., an awarded vendor of State of NM Price Agreement 40-80500-23-17072, for mill and overlay and striping of West County Road. The project was awarded a Legislative grant in the amount of \$2,000,000.00. The project will not begin until after DFA approval of the BAR. A proposed project schedule will be presented to the City at the pre-construction meeting.

There being no discussion, Commissioner Smith moved to approve a Contract with Constructors, Inc., in the amount of \$2,831,739.66 for mill and overlay of West County Road as presented. Commissioner Mills seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the supporting documentation is attached.

Consideration of Approval of a CES Contract for Design Services with Pland Collaborative for the Hobbs' Downtown Shipp Street Plaza Renovation Project, in the Amount of \$124,121.23.

Mr. Todd Randall, Assistant City Manager, stated through continued collaboration and partnership, the City of Hobbs entered into a Grant Agreement with the JF Maddox Foundation for the Hobbs' Downtown Shipp Street Plaza Renovation Project on October 7, 2024, via Resolution No. 7546, in an amount not to exceed \$1,500,000.00. He presented a slide showing key features of the design. Mr. Randall reviewed the details of the design services needed to complete the design of the project.

In response to Commissioner Fields' inquiry, Mr. Randall stated this is only a Conceptual Design created by the JF Maddox Foundation through Pland Collaborative. Another part of it will be a schematic design where additional costs will be considered. The budget is \$1,000,000.00 in total.

In further response to Commissioner Fields' inquiry, Mr. Randall stated the Plaza currently only takes up half a block from Broadway to the alley. The next portion would include the entire half block of the alley to Taylor Street. He presented a slide showing the area where this addition would take place.

There being no further discussion, Commissioner Smith moved to approve a CES Contract for Design Services with Pland Collaborative for the Hobbs' Downtown Shipp

Street Plaza Renovation Project, in the amount of \$124,121.23 as presented. Commissioner Mills seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the supporting documentation is attached.

Consideration of Approval of Change Order No. 4 for Bid No. 1606-24 for the 2021 Hobbs CDBG Infrastructure Improvements with Ramirez & Sons, Inc. in the Amount of \$1,109,977.80 Including New Mexico Gross Receipts Tax

Mr. Anthony Henry, City Engineer, stated that on December 11, 2023, the City of Hobbs Commission awarded Bid Lot 1 for Bid No. 1606-24 to Ramirez & Sons, Inc. Construction of Bid Lot 1 was completed on November 15, 2024. The City of Hobbs has since allocated additional funding for the continuation of the reconstruction of Midwest Street. Mr. Henry presented a slide showing where construction left off on the east side of Jefferson Street. They will then pick up from there and complete an additional eight and a half city blocks. The total cost for this is about \$1,109,977.80 which comes in under budget. Mr. Henry stated Ramirez & Sons, Inc., has expressed interest in continuing the project. As part of the roadway reconstruction, installation of new curb and gutter, sidewalk, ADA improvements, and drainage improvements will be made. Ramirez & Sons, Inc., has completed projects for the City of Hobbs in the past and is a proven and reputable contractor.

Commissioner Mills stated these vacant lots would be a great area to encourage infilling.

Mr. Henry provided some additional information and stated construction will start around the end of February and will take around six months. The previous phase took around eight months so they may need to extend the timeline. The project will include new curb and gutter, new sidewalk, new valley gutters for drainage, new driveways, and new ADA improvements.

Commissioner Fields addressed several comments regarding infilling. He stated some of the older homes in the area have been condemned and there are some vacant lots in the area. He agreed that infilling would be a great improvement to consider.

There being no further discussion, Commissioner Fields moved to approve Change Order No. 4 for Bid No. 1606-24 2021 Hobbs CDBG Infrastructure Improvements with Ramirez & Sons, Inc., in the amount of \$1,109,977.80 as presented. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the supporting documentation is attached.

Resolution No. 7581 - PUBLIC HEARING: Enforcing or Rescinding Resolution No. 7572 as it Applies to Condemned Property at 2225 North Kingsley (Valerie Chacon, City Attorney)

Ms. Valerie Chacon, City Attorney, stated the City Commission adopted Resolution No 7572 on December 2, 2024, finding the property located at 2225 N. Kingsley as damaged and dilapidated, a menace to public comfort, health and safety and requiring its removal. Property occupant, Mr. Hal Headstream, and owner of the property, Mr. Tracy Headstream, appeared before the Commission, where Mr. Hal Headstream had filed a written objection to the condemnation of the property, and Mr. Tracy Headstream claimed he was not notified in any way of any action to be taken. This matter has been brought before the Commission to ask for an extension to continue the timeline, which is a 30-day period. If after this period more time is needed, the parties can file for an extension. Ms. Chacon called her witness, Ms. Jessica Silva, Code Enforcement Superintendent.

Ms. Jan Fletcher, City Clerk, administered the witness oath to Ms. Silva.

In response to questions by Ms. Chacon, Ms. Silva stated as the Code Enforcement Superintendent, she oversees the condemnation process for properties that have been condemned. Ms. Silva stated she has had to deal with the property at 2225 North Kingsley on multiple occasions, over five times since 2019.

In reply to Ms. Chacon's question, Ms. Silva stated her division issues citations for property and code violations. Ms. Silva stated the officers will find the owner's address through Portico, or through the Water Office, or they will attempt to contact someone at the residence. Ms. Silva confirmed at least five citations with signatures had been received by Mr. Hal Headstream at that address from January 28, 2019, to most recently in 2024.

In response to Commissioner Gerth's question, Ms. Silva stated the majority of the time, the officers are dispatched to the properties due to complaints from the neighbors.

In further response to Ms. Chacon's questions, Ms. Silva stated the property has not been cleaned up. Ms. Silva explained the condemnation process and stated the title of the property was pulled and the owner of the property is listed as Mr. Tracy Headstream. She stated they were able to get an address for Mr. Headstream at the address on Kingsley as well as a post office box address. Ms. Silva stated certified letters were sent to both addresses for Mr. Headstream but were returned unsigned. Ms. Silva stated she believed she had done everything she could to try to contact the owner of the property.

In reply to Ms. Chacon's question, Ms. Silva explained that Portico is a website through the Lea County Assessor's Office which provides the name of the owner of a property. Ms. Silva stated the property was then presented to Commission for condemnation and a legal notice was published in the newspaper. After that time, no contact was received from the owner or the occupant of the property.

In further response to Ms. Chacon's question, Ms. Silva confirmed that Mr. Hal Headstream, occupant of the property, came forward at the Commission meeting on December 2, 2024, to let the Commission know he was residing at the property and was going to clean it up. Ms. Silva stated the goal of the department is compliance with the Code. Ms. Silva stated she does believe the condemnation should be enforced.

Ms. Chacon presented photographs of the property, taken at the time of condemnation and taken as recent as today. Ms. Silva stated some of the siding and windows had been replaced but most of the pictures were similar to the original photographs and the state of the property was similar to the state of the property from previous years as far as the trash and rubbish that is on the property.

In response to Ms. Chacon's inquiry, Ms. Silva stated condemnation is important in this situation and that everything has been done through the courts and there has been no process started in getting the property cleaned up, so the owner needs to be held accountable with a timeframe. Ms. Silva explained the timeframe and stated a deadline will be put in place for the owner to have an opportunity to comply with the Code and get the property cleaned up. She stated if they do not, the City can move forward to get the property abated for the safety of the community and the people who are in and out of the home.

Ms. Chacon requested a clarification on the meaning of abatement. Ms. Silva responded that abatement does not mean the property will be demolished but means the property will be cleaned up to a habitable condition in which someone can safely reside.

In response to Commissioner Gerth's inquiry, Ms. Silva stated none of the officers or herself have been invited inside of the property.

Commissioner Gerth stated the outside in the front looks fine but the back yard looks pretty bad. He commented to the Headstreams all Code Enforcement is asking is to get the yard cleaned up.

Commissioner Mills asked the owner and occupant, Mr. Hal Headstream and Mr. Tracy Headstream, to identify the problem and why they have not been able to get the yard cleaned up.

Mr. Hal Headstream, the occupant of the property, responded and stated he has worked on it but he does not have a truck, and he has had uncaring people living with him that made things worse.

Mr. Tracy Headstream, the owner of the property, stated if he would have been contacted, he could have gotten the yard cleaned up.

In response to Commissioner Mills' inquiry, Mr. Tracy Headstream responded with a joke and stated he would need 60 years to clean it up. He then stated he does not know what kind of timeline he needs but he can and will get it cleaned up.

In reply to Commissioner Mills' question, Ms. Chacon stated a timeline is put in place to enforce the condemnation in order for them to be able to clean it up during a specific timeline, then it can come back to Commission to be rescinded. She stated due to the constant citations, and the lack of effort so far, it is important to enforce this timeline and the condemnation until it is fully cleaned up.

Commissioner Fields commented he can see work has been done, and that is a good thing, but the first steps should be to get the yard cleaned up.

Mr. Tracy Headstream stated he has not lived at the property since the fourth grade and as an adult, he bought the house and then gave it to his brother, Mr. Hal Headstream, as a place to live for now. He insisted he was never notified of any citations for the property.

Commissioner Smith stated the certified letters were sent to both addresses and it is important to have a good address to contact him. He stated Mr. Hal Headstream was clearly notified up to six times about the state of the property and so, surely, there has been contact made. Commissioner Smith stated he wanted to make it clear that demolition is not an issue but the issue is to clean up the yard, and what is frustrating for staff and neighbors is that these citations and complaints have been ongoing since 2021. All the City is trying to do is set a timeline in place to get the issue resolved. He stated he is very confident if the trash is gone and the yard is cleaned up 30 days from now, he can advocate for this to come back to the Commission to be rescinded. Commissioner Smith stated this timeline starts the process of the City making it clear there is a seriousness to this issue and it needs to be handled.

Mr. Tracy Headstream responded to Commissioner Smith and claimed, again, that he received nothing, and then he came back on December 7 and there was a notice in his post office box that said to be at tonight's meeting. He stated he talked to his brother, Mr. Hal Headstream, and he had received a letter to be present at the meeting also.

Commissioner Mills stated this process needs to move forward and this needs to get done in 30 days. He stated he is excited to see this get done and have them come back before Commission.

There being no further discussion, Commissioner Smith moved to approve Resolution No. 7581 enforcing Resolution No. 7572. Commissioner Mills seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

Resolution No. 7582 - PUBLIC HEARING: Enforcing or Rescinding Resolution No. 7572 as it Applies to Condemned Property at 400 North Turner (Amber Leija, Assistant City Attorney)

Ms. Amber Leija, Assistant City Attorney, and Ms. Jessica Silva presented photographs that were taken of a property located at 400 North Turner which was brought before the Commission to determine if the property should be condemned or rescinded. She stated on December 2, 2024, the City Commission adopted Resolution No. 7572 finding the property located at 400 North Turner as ruined, damaged and dilapidated, a menace to public comfort, health and safety and requiring its removal. The property owner, Laundry Lounge, LLC, filed a written objection to the condemnation of the property. After the objection, the owners reached out to Mr. Scott Shed, Building Inspector, and to Ms. Jessica Silva, Code Enforcement Superintendent, and asked what needed to be done in order to have the property remediated. They cleaned up the weeds and repaired the windows and doors, which cut off all access to the public.

Commissioner Fields stated he can see where they cleaned up; however, the underpinning is a concern. He inquired if the owner has a plan to get it fixed.

Ms. Leija stated there is a representative present to speak on the matter and it is her understanding a contractor has been secured to work on the portion of underpinning that needs repair.

Ms. Erin Anderson, a representative for Laundry Lounge, stated the owners have a contractor that will arrive on Thursday to start some work. They have received several bids to repair the soffits, and they are looking into an overall plan to get the building up to code and functional again. She stated she is not aware of a timeframe on whether or not there is a full remodel but she can have more details after Thursday.

In response to Commissioner Smith's inquiry, Ms. Silva stated the building is gutted and the material that was on top of the ceiling has come down.

Mayor Cobb commented and gave some history of the building. He stated the investment group out of Albuquerque originally had a plan to turn it into a coin operated laundry facility but were unable to initiate that plan. The building has remained vacant since. Mayor Cobb stated a remodel plan is not required by the City, only that the building is secure and is not a public safety or health issue.

Ms. Leija stated there are two options, to either rescind the condemnation process or enforce it to ensure the soffits get repaired and keep it on a 30-day deadline.

Commissioner Gerth stated he thinks it should be enforced to see what progress is made.

In response to Commissioner Smith's inquiry, Ms. Leija stated due to the substantial changes that have been made, staff recommends the condemnation be rescinded.

Ms. Chacon commented an abandoned building is different from a residential home in that the City's main concern is the access points are boarded up and it is considered safe. She explained this is why the staff's recommendation is to rescind the condemnation and allow the owners to continue the process which they have already started.

Mr. Gomez commented the Building Official can provide more details as to what is needed related to the soffits and how it can be a potential fire safety hazard.

Mr. Scott Shed, Building Official, provided information on the soffits and stated it could be a fire hazard, and if someone really wanted access to the building they can get access pretty easily.

In response to Commissioner Smith's inquiry, Mr. Shed stated some boards can be put up over the soffits to ensure there is no access.

Commissioner Smith stated he does not see any harm in keeping the condemnation in place and giving another 30 days from today to have the soffits secured and then have them come back before Commission.

There being no further discussion, Commissioner Smith moved to approve Resolution No. 7582 enforcing Resolution No. 7572. Commissioner Fields seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

Comments by City Commissioners, City Manager

Commissioner Fields congratulated those who have reached their milestones with the City. He stated that many years is quite an accomplishment. He thanked the Finance Department for doing a great job in all they do and keeping the employees and public informed on the finances for the City.

Commissioner Mills shared a photo of a newspaper clip from 1948, where Ms. Agnes Kastner Head, the publisher of the Flare newspaper at the time, was charged with libel. He stated there was still an issue with segregation back then, and Ms. Head had encouraged African American people to get out and vote, and by doing this, they would gain political power. Around this time, the number of African American people who voted for the first time in Hobbs exceeded 30 and this brought about social change in the City. He stated you can find interesting articles like this one on history regarding the City of Hobbs at the Hobbs Public Library and also at the New Mexico Junior College.

City Manager Gomez stated that during this season where the City of Hobbs has been experiencing extreme temperatures, Isaiah's Soup Kitchen has provided a warming station for the citizens of Hobbs. This warming station is located at 304 West Harden Blvd. and the hours are from 7:00 p.m. to 7:00 a.m. He stated volunteers are needed, in shifts of two-hour minimums, and volunteering hours are flexible. He thanked Mr. Bryan Wagner and his department for volunteering, Ms. Tabitha Franklin, and Ms. Julie Nymeyer for helping to coordinate this project. For more information regarding this warming station or volunteering, you can call Mr. Tabitha Franklin at (575) 393-4125 and (575) 552-2282.

Mr. Gomez stated the 57th Legislative Session began on January 21, 2025, and will run exactly 60 days until March 22, 2025. As of Monday, January 20, 2025, there were over 120 bills that have been introduced for the 2025 Legislative Session. He stated this is good information to have and many City Staff and Commissioners will be attending hearings throughout the 60-day session.

Mr. Gomez stated the City of Hobbs has contracted with two lobbyists, Cambiar Consulting and Otero Consulting, to keep the Commission and the community informed about upcoming house bills and their impacts on municipalities. He stated Lobbyists are familiar with topics like advocacy, policy analysis, building relationships and monitoring legislation, amongst other things that are important for City government.

Mr. Gomez stated the recent Pickleball Tournament was a success with over 100 participants. He thanked Mr. Doug McDaniel, Recreation Director, Ms. Paula Drake, and all the CORE staff for their hard work in making this tournament a success. He

stated there are no other tournaments within 500 miles, so the fact they are able to do this is great. He again stated he is grateful to staff for making this event possible.

Mayor Pro Tem Calderón stated when they used to go out knocking on neighbors' doors, and during this time, they would do surveys and ask people if they were registered to vote. The question of whether they were citizens or not was never asked. Within two days, they raised enough money to take six girls and six boys to shop for new clothing. A lot of children did not want to go because they were illegal and afraid. He stated this is a community where there should be no criticism and everyone should be working together.

Mayor Cobb stated Mr. Gomez did a great job at explaining the Legislative process. He stated he has personally had the privilege of working with Ms. Jan Fletcher, City Clerk for 13 years and Mr. Shawn Williams, Fire Marshal, for 12 years and he appreciates their professionalism and their commitment to excellence. He has firsthand knowledge of what they do and is honored in being able to work with them. He thanked everyone for their kind thoughts and well wishes in regards to his recent surgery. Mayor Cobb stated he should be able to go home tomorrow and will be out and about by Friday. He expressed appreciation for everyone's concern and stated there is no better place than Hobbs, New Mexico.

ADJOURNMENT

There being no further business or comments, Mayor Cobb 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, Gerth yes, Cobb yes. The motion carried and the meeting adjourned at 7:40 p.m.

SAM COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
February 3, 2025

SUBJECT: Resolution No. 7583 - Relating to the Deletion and Removal of Obsolete, Worn-Out and Unusable Personal Property from the City of Hobbs Library Department

DEPT OF ORIGIN: Library

DATE SUBMITTED: 1/14/2025

SUBMITTED BY: Nichole Lawless, Library Director

Summary:

The Hobbs Public Library Department is requesting to delete from its public inventory and dispose of 12,238 library books which are unusable. The books have reached end of life and will be destroyed and deleted from fixed assets.

Fiscal Impact:

Asset # 3812 currently has an historical value of \$1,058,776.69. The estimated reduction of this asset is approximately \$177,451.00.

Attachments:

Resolution - removal of library assets

Exhibit A

Fixed Asset 3812 Disposal 2025 LIBRARY BOOKS

Recommendation:

Motion to approve the resolution.

Approved By:

Nichole Lawless, Library Director 1/27/2025

Toby Spears, Finance Director 1/27/2025

Valerie Chacon, City Attorney 1/27/2025

Manny Gomez, City Manager 1/29/2025

CITY OF HOBBS

RESOLUTION NO. 7583

A RESOLUTION RELATING TO THE DELETION AND REMOVAL
OF OBSOLETE, WORN-OUT AND UNUSABLE PERSONAL PROPERTY

WHEREAS, the City of Hobbs desires to delete from its public inventory and dispose of materials currently on the City of Hobbs Library Department fixed asset list; and

WHEREAS, the value of the library materials have been fully depreciated making the book value \$0.

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 3rd day of February, 2025.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Hobbs Public Library Disposal Exhibit A

We have a total of 12,238 books:

59 boxes of children's books
187 boxes of adult books

Total value removed from asset list:

CAPITAL ASSET WORKSHEET

ASSET # 3812		MASTER ASSET		DESCRIPTION	LIBRARY HOLDINGS	
CLASS	EQ EQUIPMENT	FUND SOURCE				
SUBCL	695 LIBRARY ADDITIO	ACQUIS METH	PU PURCHASED	MAINT CONT	N	INSURED N
COMMODITY				VENDOR DESC	Vendor Name Mi	CARRIER
DEPT	0310 LIBRARY	ACQUIS DATE	12/30/1990	TYPE	G	INSURED VAL 0.00
LOC CODE	0310 LIBRARY	ACQUIS COST	1,058,776.69	EXPIRE DATE		EXPIRE DATE
LOC MEMO	LIBRARY	ACRES	0.000	ANNUAL COST	0.00	POLICY CST 0.00
ROOM		QTY	1	MEMO		MEMO
STORAGE LOC	LIBRARY	UNIT PRICE	941,094.00			
		PURCH MEMO				
STATUS	A ACTIVE			DEPRECIATE	Y	
CONDITION		SOY BOOK	117,682.69	DEPREC PRIN	1,058,776.69	
CUSTODIAN	FIXED ASSET CUSTODIAN	CURRENT BOOK	117,682.69	FIRST YR/PR	1991/06	LAST YR/PR 2001/12
TITLEHOLDER		EST SALVAGE	0.00	EST LIFE	10	
		REPL COST	941,094.00	PERIODS TAKEN	120	
TAG #		LAST INVENT		ACCUM DEPREC	941,094.00	
SERIAL #		IMPROVE MEMO				
MANUFACTURER						
MODEL		RETIRE DATE				
MODEL YEAR	1992	DISP CODE				
LICENSE #	OLD#: 902678	DISP PRICE	0.00			
		SALE PRICE	0.00			
VEND #	PO #	DOCUMENT #	INVOICE #	INV DATE	INV AMT	

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
-----	-----	------	--------

City of Hobbs

Library Books/VHS/DVD/CD - ASSET #

6/30/2025

010310-42343

010310-46323

010310-46325

010310-46326

010310-46327

Books purchased from the General Fund:

-

774077-42324

Books purchased from the Library Expendable Trust:

-

Total Purchases

-

Additions to Fixed A

	# of items rem	avg cost	estimated cost
Books	12,238	14.50	177,451.00
Books on Cassette		5.99	-
CD Books		30.00	-
DVD's		12.99	-
Music CD's		9.99	-
Periodicals		3.99	-
VHS		9.99	-
	12,238		177,451.00



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
February 3, 2025

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

DEPT OF ORIGIN: Utilities

DATE SUBMITTED: 1/24/2025

SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

The Utilities Department requests the purchase of a 2025 Regular Cab, 4WD, Dump Truck. This vehicle has a minimum four (4) month delivery schedule.

Four quotes were solicited and received for this purchase:

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

- The purchase of this utility dump truck will replace Unit #1187, a 2008 Ford F-350 that has reached its useful life and will be sent to auction.
 - This utility dump truck serves as one of the principal means of hauling small loads of material, dirt, and debris to and from job sites throughout the City of Hobbs.
-

Fiscal Impact:

Funds for the purchase of this 2025 Regular Cab, 4WD, Dump Truck are approved in the FY2024/2025 Enterprise Fund utilizing Account Number 60-4610-43003 and is budgeted in the amount of \$100,000.00

Attachments:

Attachments 2025 Dump Truck Quotes

Recommendation:

Approve the purchase of One (1) 2025 Regular Cab, 4WD, Dump Truck for the Utilities Department.

Approved By:

Tim Woomer, Utilities Director 1/24/2025

Toby Spears, Finance Director 1/27/2025

Valerie Chacon, City Attorney 1/27/2025

Manny Gomez, City Manager 1/27/2025



City of Hobbs (FIN: QD897)
Martin Gutierrez
Utility Maintenance Supervisor
O: (575) 397-8926
C: (432) 209-4382
mgutierrez@hobbsnm.gov

Re: F-550 with Dump Bed

Richardson Investment Inc. dba Rich Ford Sales
State Pricing Agreement #40-00000-24-00068 AL

Request Date: 10/22/2024
Response Date: 10/22/2024

Vehicle Type: (1) 2025 Ford F-550 Regular Cab 4WD with Dump Body

Build Unit
Build attached with specs for bed

Truck Price: \$68,412.85
Bed Price: \$24,650.00

Your Price: \$93,062.85

Authorized Respondent:

A handwritten signature in black ink, appearing to be "Joe Moralez", written over a horizontal line.

Vendor: Richardson Investments, Inc. dba Rich Ford
Contact: Joe Moralez, Government/Commercial Account Manager
Direct: (505) 275-4457 Toll Free: (800) 917-6176
Email: jmoralez@rich-ford.com

Physical Address: 8601 Lomas Blvd NE
Albuquerque, NM 87112

Mailing Address: PO Box 3487
Albuquerque, NM 87190



Preview Order H25D - F5H 4x4 Reg Chas Cab DRW: Order Summary Time of Preview: 10/22/2024 10:24:01 Receipt: 10/22/2024

Dealership Name: Rich Ford Sales, Inc.

Sales Code : F56301

Dealer Rep.	Joseph Morales	Type	Fleet	Vehicle Line	Superduty	Order Code	H25D
Customer Name	City of Hobbs	Priority Code	M3	Model Year	2025	Price Level	515

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F550 4X4 CHASSIS CAB DRW/169	\$59420	18000# GVWR PACKAGE	\$0
169 INCH WHEELBASE	\$0	SKID PLATES	\$100
OXFORD WHITE	\$0	50 STATE EMISSIONS	\$0
VINYL 40/20/40 SEATS	\$0	SPARE TIRE AND WHEEL	\$350
MEDIUM DARK SLATE	\$0	JACK	\$0
PREFERRED EQUIPMENT PKG.660A	\$0	40 GAL AFT OF AXLE FUEL TNK	\$0
.XL TRIM	\$0	EXTERIOR BACKUP ALARM	\$220
.AIR CONDITIONING -- CFC FREE	\$0	DUAL BATTERY	\$0
.AM/FM STEREO MP3/CLK	\$0	REAR VIEW CAMERA & PREP KIT	\$415
6.7L POWER STROKE V8 DIESEL	\$10495	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
10-SPEED AUTO TORQSHIFT	\$0	FUEL CHARGE	\$0
225/70R19.5G BSW ALL POSITION	\$0	NATIONAL FLEET INCENTIVE (56M)	\$0
4.10 RATIO REGULAR AXLE	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	PRICED DORA	\$0
FLEET ADVERTISING CREDIT	\$0	ADVERTISING ASSESSMENT	\$0
PLATFORM RUNNING BOARDS	\$320	DESTINATION & DELIVERY	\$1995
TOTAL BASE AND OPTIONS			MSRP \$73315
DISCOUNTS			NA
TOTAL			\$73315

ORDERING FIN: QS021 END USER FIN: QD897

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.



Serving New Mexico for Over 60 Years "The Best Service"
CLARK
TRUCK EQUIPMENT CO., INC.

501 Industrial NE / P.O. BOX 3483 / Albuquerque, New Mexico 87190-3483
Telephone (505) 880-8222 / Toll Free 1-800-678-2741 / Fax (505) 880-8288
www.cte-nm.com

10/22/2024
Joe Morales
Rich Ford
505-275-4457
jmorales@rich-ford.com

SUPPLY AND INSTALL ON CUSTOMER'S FORD F-550 84CA 19500GVWR THE FOLLOWING:

Dump FIXED sides

Capacity: Minimum of 2-4 cubic yards struck capacity. Length: 11' outside length based on 84" cab to axle. FIXED sides Construction: 10 gauge high-grade steel. Fully boxed top rail 10 gauge high- grade floor full depth rear corner post. Dirt shedding lower rails. Full rear apron. Safety body prop. Side boards: Manufacturer's standard. Hydraulic system: Electric over hydraulic system with reservoir, filter and cab controls provide all hoses, piping, valves and fittings for a complete system. Understructure: Manufacturer's standard. Cab Shield: full width of dump body. Punched or welded-in screen to provide driver view to the rear Tail Gate: 10 gauge steel. Boxed frame construction. Top and bottom hinged. Adjustable gate opening with chains. Sub-Frame/Hoist: manufacturer's standard. Fuel Fill Bezel Lighting: DOT (FMVSS) lighting. All wiring to be protected with wire looms. All lights LED. Paint: Prime and paint dump body BLACK or White Mud Flaps: License Plate Bracket: Provide metal license plate bracket with light. Safety: Install a single sound level backup alarm 97 decibels "Preco"
INCLUDE DOUBLE ACTING HYDRAULICS.
Hitch assembly: 3/8 inch (6.35 mm) thick plate with integral 5" (12.7 cm) structural channel rear bumper with safety loops. Pintle hook rigid mount 20TON. 7 way electrical receptacle. Cab shield mounted light bar.

PER QUOTE: \$23,750.00 PLUS APPLICABLE TAX

Relocate factory backup camera if present \$325.00

Toolbox: 18" x 18" x 24" metal toolbox installed on curbside. ADD \$575.00

IF PAYING WITH CC THERE WILL BE A 3% FEE APPLIED TO THE TOTAL AMOUNT.
(Specify at time of order)

1. EFFECTIVE ON ANY VEHICLE MFG. AFTER MAY 1, 2018 AND HAS A GVWR OF 10,000 OR LESS, MUST HAVE A REAR BACKUP CAMERA TO BE CERTIFIED PER FMVSS111 STANDARD. UPFITTED VEHICLE WILL NOT CERTIFY PER NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION (NHTSA) REGULATIONS 49 CFR PART 567 WITHOUT CAMERA PRESENT.

SINCERELY,
Gregg Guild
Sales



CV515 SFA

Sales Proposal For:
CITY OF HOBBS

Presented By:
WATSON T & SUPPLY INC

Financial Summary
2025 CV515 SFA (CV515)

October 09, 2024

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Factory List Prices:		
Product Items	\$69,157.00	
Service Items	\$0.00	
Total Factory List Price Including Options:		\$69,157.00
Freight	\$1,950.00	
Total Freight:		\$1,950.00
Total Factory List Price Including Freight:		\$71,107.00
Less Customer Allowance:		\$0.00
Total Vehicle Price:		\$71,107.00
Total Body/Allied Equipment:		\$23,800.00
Total Sale Price:		\$94,907.00
Total Per Vehicle Sales Price:		\$94,907.00
Net Sales Price:		\$94,907.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

Prepared For:
CITY OF HOBBS
SHEILA BAKER
300 N. TURNER
HOBBS, NM 88240-
(505)397 - 9239
Reference ID: N/A

Presented By:
WATSON T & SUPPLY INC
Brad Hawkins
1501 N GRIMES
HOBBS NM 88240 -
(575)397-2411

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2025 CV515 SFA (CV515)

AXLE CONFIG:	4X4
APPLICATION:	Landscape Dump
MISSION:	Requested GVWR: 19500. Calc. GVWR: 19500. Calc. GCWR: 37500 Calc. Start / Grade Ability: 43.47% / 3.53% @ 55 MPH Calc. Geared Speed: 103.2 MPH
DIMENSION:	Wheelbase: 165.00, CA: 83.80, Axle to Frame: 49.00
ENGINE, DIESEL:	{International 6.6} EPA 2024, 350HP @ 2500 RPM, 750 lb-ft Torque @ 1400 RPM, 2900 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 1750 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Park Pawl, with 19,500-lb GVW and 37,500-lb GCW Max, On/Off Highway
AXLE, FRONT DRIVING:	{Dana Spicer 60-256} Single Reduction, 7,500-lb Capacity, with Hub Piloted Wheel Mounting
AXLE, REAR, SINGLE:	{Dana Spicer S16-130} Single Reduction, 15,500-lb Capacity, 190 Wheel Ends Gear Ratio: 4.30
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 225/70R19.5 Load Range G R02 PROFUEL STEER (PIRELLI), 646 rev/mile, 87 MPH, All-Position
TIRE, REAR:	(4) 225/70R19.5 Load Range G R02 PROFUEL DRIVE (PIRELLI), 643 rev/mile, 87 MPH, Drive
SUSPENSION, REAR, SINGLE:	15,500-lb Capacity, Vari-Rate Springs
PAINT:	Cab schematic 100CX Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>
CV51500	Base Chassis, Model CV515 SFA with 165.00 Wheelbase, 83.80 CA, and 49.00 Axle to Frame.
1AMM	SKID PLATE Steel, Frame Mounted, Protects the Transfer Case from the Ground
1ANB	AXLE CONFIGURATION 4x4
	<u>Notes</u>
	: Pricing may change if axle configuration is changed.
1CGH	FRAME RAILS High Strength Low Alloy Steel (50,000 PSI Yield), Straight Top Flange with Contoured Bottom, Height Transitions from 7.375" (187.325mm) to 9.125" (231.775mm) to 7.625" (193.675mm); Width: 3.079" (78.21mm); Thickness: 0.3125" (7.94mm); 383.3" (9735.8mm) Max OAL
1LRZ	BUMPER, FRONT Contoured, Steel, Painted Black
1WEB	WHEELBASE RANGE 128" (325cm) Through and Including 183" (465cm)
2EWA	AXLE, FRONT DRIVING {Dana Spicer 60-256} Single Reduction, 7,500-lb Capacity, with Hub Piloted Wheel Mounting
2WLC	AXLE, FRONT DRIVING, LUBE {EmGard FE-75W-90} Synthetic Oil; 1 thru 29.99 Pints
3AJN	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 7,500-lb Capacity, with Shock Absorbers
4240	BRAKE SYSTEM, HYDRAULIC {Bosch} Split System, with Four Channel ABS, Traction Control, Electronic Stability Control, Hydromax Brake Booster with High Speed Master Cylinder and Trailer Sway Control
4EVD	DUST SHIELDS, FRONT BRAKE for Hydraulic Brakes
4EVE	DUST SHIELDS, REAR BRAKE for Hydraulic Brakes
4GBJ	BRAKE, PARKING {Bosch} DSSA Type, 12" x 3"; for Hydraulic Brake Chassis; Foot Operated in Cab; Differential Mounted
4XCU	BRAKES, FRONT {Meritor Quadraulic} Hydraulic Disc Type, with Four 64mm Diameter Pistons, 8,000-lb Capacity
4XCV	BRAKES, REAR {Meritor Quadraulic} Hydraulic Disc Type, with Four 64mm Diameter Pistons, 15,500-lb Capacity per Axle
5708	STEERING COLUMN Tilting
5CBG	STEERING WHEEL 4-Spoke; 15" Dia., Black
5PSS	STEERING GEAR {Bosch S2 8014 Plus} Power
6DHD	DRIVELINE SYSTEM {Dana Spicer} SPL100 Main Driveline, Direct Mount Transfer Case to Transmission, SPL70 Driveline to Front Axle, for 4x4
7BMV	EXHAUST SYSTEM Horizontal Dual Aftertreatment System, Frame Mounted Under Right Rail, for Single Horizontal Tail Pipe
7SDS	ENGINE EXHAUST BRAKE for International 6.6 Engine
7XAA	MANUAL REGEN Capability
8002	ELECTRICAL SYSTEM 12-Volt for CV Model
	<u>Includes</u>
	: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: TURN SIGNALS, FRONT Includes Reflectors and Solid State Flashers; Flush Mounted
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature, Integral with Turn Signal Lever
8GJA	ALTERNATOR {Denso SC2} Brush Type, 12 Volt, 150 Amp Capacity

Code	Description
8MVZ	BATTERY SYSTEM (VARTA) Maintenance-Free, (2) 12-Volt 1100CCA Total, Top Threaded Stud
8RNN	RADIO AM/FM/USB Input/Auxiliary Input/SD Card Slot, with 4.2" Color Touch Panel Display
8RNT	SPEAKERS (4)
8RNY	CAMERA SYSTEM, REAR VIEW Includes Camera, Mounting, Wiring and Interface to the Monitor, for the Back-up Camera System
8THB	BACK-UP ALARM Electric, 102 dBA
8TUL	STOP, TURN, TAIL & B/U LIGHTS Multi-Function, Sealed, Incandescent Stop, Turn and Tail Lights, Backup Lights with Rear Reflex Reflector, Includes License Plate Light
8VBE	HORN, ELECTRIC (1) Trumpet Style
8VVB	BATTERY BOX Steel, with Plastic Cover, 2 Battery Capacity, Parallel to Rail, 28" Wide, Mounted Left Side Under Cab
8XJN	HEADLIGHTS Halogen, Composite Aero Design, Black Trim Bezel, with Daytime Running Lights
8XJP	SWITCH, AUXILIARY 1 to 4 Latching Switches with 30-Amp Fuses
8XJV	CLEARANCE/MARKER LIGHTS (5) Amber LED Lights, Flush Mounted on Cab
8XJW	STARTING MOTOR 12 Volt
9AAB	LOGOS EXTERIOR Model Badges
9HBZ	GRILLE Molded in Dark Gray
9WAC	BUG SCREEN Mounted Behind Grille
9WAY	FRONT END Tilting, Fiberglass, with Three Piece Construction
9WBN	FENDER EXTENSIONS Painted
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non CARB Omnibus/Non ACT Adopting State or Exempt Vehicle << Contains non-mitigated legacy engine & must be registered outside the States of CA/MA/OR unless exempt.You may be held liable under CA/MA/OR law for failure to properly register/otherwise failing to follow CA/MA/OR law>> <u>Notes</u> : CANNOT BE REGISTERED IN CA, MA, OR. For vehicles that will be registered in States other than CA, MA, OR.
10XAW	GVWR WEIGHT CLASSIFICATION Class 5 (16,001-19,500 lbs)
12GAJ	ENGINE, DIESEL (International 6.6) EPA 2024, 350HP @ 2500 RPM, 750 lb-ft Torque @ 1400 RPM, 2900 RPM Governed Speed, 350 Peak HP (Max)
12TTM	FAN DRIVE Viscous Type, Screw On, Rear Tether, Electronically Controlled
12VGC	AIR CLEANER Single Element, with Water Separator
12VJW	EMISSION, CALENDAR YEAR (International 6.6) EPA, OBD and GHG Certified for Calendar Year 2024
12WGG	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic Controlled, On/Off Switch Mounted on Dash, with Steering Wheel Button Control
12WUU	GOVERNOR Electronic Road Speed Type; with 75 MPH Default
12WZB	CARB IDLE COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood

<u>Code</u>	<u>Description</u>
12XCU	CARB EMISSION WARR COMPLIANCE for International 6.6 Engines
12XZD	RADIATOR Aluminum, 3-Row, Down Flow, Front to Back System, 730 SqIn Louvered, with 578 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler
13BAR	TRANSMISSION, AUTOMATIC {Allison 1750 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Park Pawl, with 19,500-lb GVW and 37,500-lb GCW Max, On/Off Highway
13TLP	TRANSFER CASE {Meritor MTC-3203} 2-Speed, Gear Drive, 3,000 lb-ft Torque Rating, Less PTO Provision, Electric Shift Control
	<u>Notes</u> : Transfer Case Includes 40W Synthetic Lube
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYY	SHIFT CONTROL PARAMETERS {Allison} 1000 or 2000 Series Transmissions, Performance Programming
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14AJE	AXLE, REAR, SINGLE {Dana Spicer S16-130} Single Reduction, 15,500-lb Capacity, 190 Wheel Ends . Gear Ratio: 4.30
14SAE	SUSPENSION, REAR, SINGLE 15,500-lb Capacity, Vari-Rate Springs
15SZN	FUEL TANK Top Draw, Plastic, Rectangular, 17" Tank Depth, 40 US Gal (151L), Includes Auxiliary Draw Port and Fuel Filler Assembly, Mounted Between Frame Rails and Behind Rear Axle
15WDZ	DEF TANK 6.75 US Gal (26L) Capacity, Frame Mounted Outside Right Rail, Under Cab
16030	CAB Conventional, Day Cab
	<u>Includes</u> : CAB DOOR LOCKS Power Door Locks All Doors : DOME LIGHT, CAB with OFF/DOOR/ON Settings; Located in Overhead Console : READING LIGHT, CAB Located in Overhead Console : STEP (2) One Per Door : STORAGE POCKET, DOOR (2) Full Length, Driver and Passenger Door
16ACB	MIRROR, INSIDE REAR VIEW with Manual Tilt
16BBA	GLASS, ALL WINDOWS Solar Absorbing, Tint
16CEM	COLOR, INTERIOR Dark Ash
16HCT	GAUGE CLUSTER English Speedometer, Includes English Odometer; Includes 3.5" Monochromatic Display with Personalization, Warning Messages and Vehicle Information
16KVS	SEAT, DRIVER High Back with Integral Headrest, with Recline, Vinyl, Fixed Lumbar
16LVR	SEAT, TWO-MAN PASSENGER High Back with Integral Headrest in Outboard Position, Center Fold-Down Armrest with Storage, Vinyl, with Recline
16SPS	MIRRORS (2) Manual Folding and Extending, Power Adjust, Heated, Turn Signal Indicator Located in Mirror, Black Heads and Arms, for 96" Load Width
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	<u>Includes</u> : SUN VISOR (2) Vinyl
16WAK	WINDOW, POWER (2) in Left and Right Doors
16XCP	AIR BAG, FRONT, DRIVER SIDE

Code	Description
16XCR	AIR BAG, FRONT, PASSENGER SIDE
16XDE	AIR BAG, SIDE, DRIVER Seat Mounted, Outboard Side-Impact Airbag
16XDG	AIR BAG, SIDE, PASSENGER Seat Mounted, Outboard Side-Impact Airbag
16XDH	AIR BAG, SIDE CURTAIN Roof Mounted, for Front and Rear Outboard Seating Positions for Driver and Passenger Sides
16XZA	AIR CONDITIONER with Heater, Single Zone
26DTX	WHEEL, SPARE, DISC (Accuride 50180) 19.5x6.75 Rims, Powder Coat Steel, 4-Hand Hole, 8-Stud, 275mm BC, Hub-Piloted
27DTX	WHEELS, FRONT (Accuride 50180) DISC; 19.5x6.75 Rims, Powder Coat Steel, 4-Hand Hole, 8-Stud, 275mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DTX	WHEELS, REAR (Accuride 50180) DUAL DISC; 19.5x6.75 Rims, Powder Coat Steel, 4-Hand Hole, 8-Stud, 275mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
7779445510	(2) TIRE, FRONT 225/70R19.5 Load Range G R02 PROFUEL STEER (PIRELLI), 646 rev/mile, 87 MPH, All-Position
7779445511	(4) TIRE, REAR 225/70R19.5 Load Range G R02 PROFUEL DRIVE (PIRELLI), 643 rev/mile, 87 MPH, Drive

Services Section:

40131	WARRANTY Standard for CV515, Effective with Vehicles Built December 3, 2018 or Later, CTS-3000A
1	Dump Bed Running Boards Amber Light Bar

Forman's Pick-Up Pals, Inc.

PO Box 64668
Lubbock, TX 79464

Quote

Date	Quote #
5/16/2024	2909

Name / Address
WATSON TRUCK & SUPPLY, INC. P. O. BOX 10 HOBBS, NM 88240-

Rep
TF

Qty	Description	Total
	Scope: Build 3-4 yard Dump on 84" CA IH CV Chassis Custom Built 3-4 Yard Dumpbed - Approx 11.5' Lenght, 94" Wide and 16" Fixed Metal Sides, 3/16" Smooth Floor, 10g Sides on Tube Frame, 2x6" Treated Wood Side Boards, Channel Long and Cross Sills....All A40 structural steel construction. Rear Asphalt Apron full width x approx 8" Mudflaps, License Plate Mount and Safety Prop Included Cab Shield Full Width x approx 24". Bulk head window punch screen. Cabshield Mounted Light Bar - LED AMBER, Cab Controls Double Acting Tailgate, Tube Frame Construction, 10g Sheeting Rear ICC/Buckboard 1/2" Thick with Receiver Hitch & 12K Combo Pintle Hook and 2 5/16" Ball, 7 way RV Trailer Plug LED DOT Lighting, FMVSS Spec, Wiring In Loom with Sealed Connectors Engine Driven Clutch Pump (approx 10-12 gpm) Scissor Hoist w/ Subframe, 5"x16" Single Ram - Approx 7.5 ton lift @ 45 degrees, Hydraulic Tank - approx 25g, Electric/Hydraulic Valve w/ In Cab Control, 25g Hydraulic Tank w/ Filter, Hoses, Fitting, Hydraulic Oil Paint - Epoxy Primer with either Black or White Topcoat Luverne Grip Strut Step Boards - Black, Installed	24,505.00

Phone #
8067947444

E-mail
accounting@pickuppals.com

Web Site
www.pickuppals.com

Forman's Pick-Up Pals, Inc.

PO Box 64668
Lubbock, TX 79464

Quote

Date	Quote #
5/16/2024	2909

Name / Address
WATSON TRUCK & SUPPLY, INC. P. O. BOX 10 HOBBS, NM 88240-

Rep
TF

Qty	Description	Total
	Back Up Alarm, if not supplied with Chassis OPTIONS: Relocated rear Camera if Provided with Chassis - \$295.00 36x18x18 Pro Grade Underbody Installed on Frame - \$575.00 Fire Extinguisher - 10lbs A:B:C with Bracket Installed in cab - \$225.00 Built to Fit 2024 IH CV 84"CA DRW Chassis. Thanks...Trip	

DISCLAIMER: Quote is valid for 14 days from date
Warranty info @ Pickuppals.com
 Addition charges may be added for addition products or services
 A 3% surcharge will be added on all tickets paid by credit card.
 Due to the volatility in the industry, the pricing is subject to an adjustment if
 the vehicle is not received within 30 days from the date of order.

Subtotal	\$24,505.00
Sales Tax (0.0%)	\$0.00
Total	\$24,505.00

Phone #
8067947444

E-mail
accounting@pickuppals.com

Web Site
www.pickuppals.com

CHALMERS

Real Value. Real People. Real Simple.




Proposal

2500 Rio Rancho Blvd
Rio Rancho, NM 87124

QUOTE TO: City of Hobbs
Attn: Martin Gutierrez

SHIPPED TO: (1) 2025 Ford F-550 Regular Cab XL 4WD, 60" CA
Color: White

PROPOSAL # 100724-6
PROPOSAL DATE October 7th, 2024
MEMBER PO #.
TERMS Due on Receipt
SALES REP Diego Martinez
SHIPPED VIA Pick UP
F.O.B.
PREPAID or COLLECT

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Statewide Price Agreement #: 00-00000-20-00088		
1	<u>Item #23 Truck, 19,500 GVWR, cab & chassis, class 5</u>	\$ 57,990.00	\$ 57,990.00
	<u>conventional cab, 4 x 2 dual rear wheels</u>		\$ -
	Options:		\$ -
1	F: 4 x 4, all-season tires, skid plates	\$ 4,800.00	\$ 4,800.00
1	J: Bluetooth/Hands free	\$ 550.00	\$ 550.00
1	R: Limited slip rear differential	\$ 690.00	\$ 690.00
1	W: Power door locks and power windows	\$ 1,800.00	\$ 1,800.00
1	Y: PTO capability for automatic transmission	\$ 380.00	\$ 380.00
1	AG: Trailer brake controller, factory	\$ 460.00	\$ 460.00
1	AP: Window tint, darker than MFG Standard	\$ 350.00	\$ 350.00
1	AT: LIGHT BAR, ROOF WIDTH, AMBER/BLUE	\$ 2,300.00	\$ 2,300.00
1	AW: Rear View Camera and Prep kit	\$ 575.00	\$ 575.00
1	BG: Clearance Lights - Roof	\$ 360.00	\$ 360.00
1	DN: Perimeter emergency lighting, 2 front, 2 rear	\$ 1,090.00	\$ 1,090.00
			\$ -
1	- 3yd/4 Dump Body w/Hitch, Tarp.	\$ 32,310.00	\$ 32,310.00
		SUBTOTAL	103,655.00
Ordered Units			
Quote Valid for 30 Days			
DIRECT ALL INQUIRIES TO: Diego Martinez 505.712.3913 dmartinez@chalmersford.com		 COMMERCIAL VEHICLE CENTER	\$103,655.00 PAY THIS AMOUNT



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
February 3, 2025

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

DEPT OF ORIGIN: General Services

DATE SUBMITTED: 1/8/2025

SUBMITTED BY: Shelia Baker, General Services Director

Summary:

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

Watson Truck & Supply	\$52,748.44
Roberts Truck Center	\$61,779.39
Border International Trucks	\$65,530.00

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

4. If a conflict of interest arises with an employee/elected official, any future goods or services provided by the related party shall be subject to a competitive process and disclosed at a future City Commission meeting.

a. A competitive process is defined as written quotes with a minimum of three (3) vendors. The dollar amount threshold for the written quotes is one thousand dollars (\$1,000.00) to seventy five thousand dollars (\$75,000.00). The recommended vendor, if an employee or elected official, shall require disclosure at a City Commission meeting.

Fiscal Impact:

010420-42403 Machine repair and maintenance current budget \$120,005.02

Attachments:

Resolution - Related Party Watson 2025
Quotes

Recommendation:

Motion to approve the resolution

Approved By:

Shelia Baker, General Services Director 1/8/2025

Toby Spears, Finance Director

1/8/2025

Valerie Chacon, City Attorney

1/9/2025

Manny Gomez, City Manager

1/13/2025

CITY OF HOBBS

RESOLUTION NO. 7584

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

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

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

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

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

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

PASSED, ADOPTED AND APPROVED this 3rd day of February, 2025.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



TELEPHONE (575) 397-2411 • P.O. BOX 10 • HOBBS, NEW MEXICO 88241

Eddie,

Watson truck & Supply provides the following services,

Factory trained technicians on all Navistar products.

Programming support for medium duty trucks, heavy duty trucks, and school buses.

Trained Allison technicians for 1000/2000, 3000/4000, on highway transmissions, 5/6000, and 8/9000 off highway transmission.

Programming support for both on highway, and off highway Allison transmission.

Factory trained Cummins engine Technicians.

Programming support for Cummins Engine products.

3.5-million-dollar parts inventory for Navistar, Cummins, and Allison product lines we support, all makes truck parts.

An International medium-duty, and heavy-duty truck dealership, featuring both new and used trucks.

A complete fab shop featuring oilfield truck bodies, lift gate repair, truck crane repairs, suspensions repairs, truck body repairs.

Labor rate per hour is \$165.00

Business hours for service is M-F 7:00am-5:00pm, Sat. 7:00am-12:00pm

Business hours for parts is M-F 7:00am-6:00pm, Sat. 7:00am-12pm

Call out service provided for both parts and service.

Serving Your Transportation and Well Servicing Needs

INTERNATIONAL • HOPPER

— NOTICE—

This ESTIMATE is based on our inspection and does not cover any additional parts or labor which may be required after the work has been opened up. Occasionally after the work has started damaged or broken parts are discovered which are not evident on the first inspection. This company assumes no liability for any delays caused by parts shipments. Prices are subject to change without notice and are subject to additional charges for freight. NO WARRANTY, EITHER EXPRESSED OR IMPLIED, IS MADE BY SELLER FOR THESE PRODUCTS.

BY: _____
WATSON TRUCK & SUPPLY, INC.

_____ DATE

ROBERTS



TRUCK CENTER

December 19, 2024

Good afternoon:

Roberts Truck Center, Lubbock is an OEM dealership for International (Navistar), Cummins, Kenworth & Paccar. We can complete engine, transmission & chassis repairs. We do not work on trailers. If the occasion arises for bodywork needed, we sublet those. Please let me know if you have any questions.

Thank you,

Gracie Borjas

Service Advisor

Office: 806-763-8213

4510 Avenue A, Lubbock, TX 79404

www.robertstruck.com

gracie.borjas@robertstruck.com

ROBERTS TRUCK CENTER
4510 AVENUE A - LUBBOCK, TX 794043434
Phone: (1) 806-7638213 - Fax: (1) 806-7445213
Estimate Number: 4705590 - RO Number: N/A
Service Writer: Gracie Borjas - Date: 12/19/2024 11:00 AM (C)
Currency: USD

Unit No: **Hobbs, City Of**

VIN: 1HTWNAZR29J159647 Model: 7500 SBA 6X4 Engine: MAXXFORCE 10 350HP/2200 GOV Make: International Delivered: 12/29/2008 In Service: 15 Years 11 Months Mileage: 0 Eng Hrs: 0	Recall/AFC: No <hr/> Contact Name: Edward Trovino Position: primary Phone: (575) 397-9200 E-Mail: etrevino@hobbsnm.org PO Number:
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Operation (Un-Sectioned)	Labor Cost	Parts Cost	Core Charge	Total Cost
PRICING FOR 300 HOURS LABOR	\$57,000.00	\$0.00	\$0.00	\$57,000.00

Notes: [12/19/2024 11:00 AM] - Dealer: REQUEST FOR 300 HOURS LABOR WITH TAX. OEM SERVICE ON INTERNATIONAL, CUMMINS, KENWORTH, PACCAR, CAT & EATON

Summary	
Parts:	\$0.00
Core:	\$0.00
Labor:	\$57,000.00
Shop:	\$250.00
Tax:	\$4,509.38
Haz. Waste:	\$20.00
TOTAL:	\$61,779.38

This estimate is subject to teardown and inspection and is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED BY _____
DATE: __/__/__



Edward Trevino
Fleet Manager
City of Hobbs
1200 E. Stanolind, Rd
Hobbs NM, 88240

Dear Mr. Trevino,

Per your request I have put together a cost below for the 300 labor hours along with shop supply cost that would be incurred for this labor request. Our system calculates shop supplies as 12% of the labor cost, please see below total labor and shop supply cost.

If you have any questions, please feel free to reach out so that we may address questions or concerns you may have.

Labor Breakdown 300 hours @ 195.00 hour = \$58,500.00
Shop Supply Breakdown \$58,500.00 x 12% = \$7,020.00
Bake & Clean DPF/DOC \$250.00
Flywheel Turning \$85.00
Texas State Inspection Truck and Trailer \$40.00 each

We provide service for the following applications:

Navistar Engines and Aftertreatment Systems
Cummins Engines and Aftertreatment Systems
Eaton Transmissions
Allison Transmissions
Hydraulic Systems
Flywheel Turning
DOT Inspections
TSI
Parts

Sincerely,
ORLANDO PEREA
SERVICE MANAGER
BORDER INTERNATIONAL TRUCKS
EL PASO, TX
(915)858-4644 ext. 1053
orlando.perea@borderint.com

12283 Rojas Dr. El Paso TX 79936

P) 915-858-4644

www.borderint.com



Currency: USD

Unit No: **City of hobbs**

VIN: 1HTGGAHR31H367595
Model: 2574 6X4
Engine: CUM ISM-320V 305HP@2100RPM
Make: International
Delivered: 10/16/2000
In Service: 23 Years 9 Months
Mileage: 0 Eng Hrs: 0

Recall/AFC: No

Contact Name: edward a
Position: service-primary
Phone: (575) 631-4422
E-Mail: etrevino@hobbsnm.org
PO Number:

Operation (Un-Sectioned)	Labor Cost	Parts Cost	Core Charge	Total Cost
LABOR	\$58,500.00	\$0.00	\$0.00	\$58,500.00

Notes: [8/2/2024 6:21 PM] - Dealer: LABOR

Summary	
Parts:	\$0.00
Core:	\$0.00
Labor:	\$58,500.00
Shop:	\$7,020.00
Tax:	\$0.00
Haz. Waste:	\$10.00
TOTAL:	\$65,530.00

This estimate is subject to teardown and inspection and is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. Estimates provided do not reflect applicable core charges. Core charges apply to any rebuildable part. A full core credit will be given if a returned core meets acceptable criteria. Customer is responsible for any core charges for cores that do NOT meet acceptable criteria. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED BY: _____ DATE: ___/___/___



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
February 3, 2025

SUBJECT: 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

DEPT OF ORIGIN: Recreation

DATE SUBMITTED: 1/23/2025

SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

With the completion of the \$5.2 million artificial turf installation project at the Veterans Memorial Complex in 2015, the City of Hobbs entered into two previous agreements with Permian Basin United States Sports Specialty Association for use of the 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. At the May 21, 2024 meeting of the Community Affairs Board, the Community Affairs Board approved the following fees for recommendation to the Hobbs City Commission:

Current Fee	Proposed Fee
\$25.00 per team	\$40.00 per team*

*The Community Affairs Board also recommended that the proposed fee begin on January 1, 2025. U.S.S.S.A. will not have to pay this per-team fee to the City for teams that are sanctioned as Hobbs teams.

Fiscal Impact:

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.

Attachments:

RESOLUTION - Permian Basin USSSA Youth Baseball February 2025
2024 MOU - COH Permian Basin USSSA Revised FINAL with CAB and VSC
Recommendations 06-05-2024

Recommendation:

Approve the Resolution

Approved By:

Doug McDaniel, Recreation Director 1/23/2025

Toby Spears, Finance Director 1/27/2025

Valerie Chacon, City Attorney 1/27/2025

Manny Gomez, City Manager 1/29/2025

CITY OF HOBBS

RESOLUTION NO. 7585

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE
A MEMORANDUM OF UNDERSTANDING WITH THE
PERMIAN BASIN UNITED STATES SPORTS SPECIALTY ASSOCIATION
FOR USE OF CITY OF HOBBS SPORTS FIELDS

WHEREAS, the City and the Permian Basin United States Sports Specialty Association (U.S.S.S.A.) seek to enter into an agreement wherein the Hobbs U.S.S.S.A. utilizes City of Hobbs sports fields for youth baseball tournaments; and

WHEREAS, the City of Hobbs and Hobbs U.S.S.S.A. desire to cooperate to host events that will bring visitors to Hobbs to generate both Lodgers Tax and Gross Receipts Tax from those who stay in local hotels, eat in local restaurants, and shop in local retail establishments; and

WHEREAS, the Permian Basin U.S.S.S.A. will pay the City, \$40.00 per team, based on the number of teams participating in these tournaments to offset facility maintenance expenses incurred by the City of Hobbs;

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 Memorandum of Understanding with the Permian Basin U.S.S.S.A. for use of City of Hobbs sports fields for youth baseball tournaments.

PASSED, ADOPTED AND APPROVED this 3rd day of February, 2025.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**MEMORANDUM OF UNDERSTANDING REGARDING TOURNAMENT FEES AND
PURCHASE OF PORTABLE PITCHING MOUNDS BETWEEN
PERMIAN BASIN UNITED STATES SPORTS SPECIALITY ASSOCIATION (U.S.S.S.A.)
AND THE CITY OF HOBBS**

This Memorandum of Understanding is made the _____ day of _____, 20____, by and between the City of Hobbs (hereinafter "CITY") and the Permian Basin United States Sports Specialty Association (U.S.S.S.A.) (hereinafter "LEAGUE").

PURPOSE

The purpose of this agreement is to establish guidelines for the purchase, usage, storage and maintenance of ten (10) portable pitching mounds to be used at CITY baseball fields for U.S.S.S.A. baseball tournaments and fees that the LEAGUE will pay the CITY for the right to host tournaments on CITY fields.

DUTIES

I. CITY DUTIES – PORTABLE PITCHING MOUNDS

CITY will ensure the following obligations are met:

- A. CITY has purchased (10) portable pitching mounds, "Official Pony League Game Mound, Item 202-8", an portable pitching mound that is eight (8) inches high from True Pitch, Inc., in Altoona, IA, at a total cost, including shipping and handling, of \$26,986.33.
- B. CITY and LEAGUE will work together in good faith on storage of portable pitching mounds when they are not in use on baseball fields.
- C. CITY and LEAGUE will work together in good faith to remove portable pitching mounds at the end of each tournament and store the mounds.
- D. CITY and LEAGUE will work together in good faith to place and remove portable pitching mounds on baseball fields for tournament use.
- E. CITY and LEAGUE will work together in good faith to ensure that the portable pitching mounds are properly maintained and are free from any defects prior to use.

II. LEAGUE DUTIES – PORTABLE PITCHING MOUNDS

LEAGUE will ensure the following obligations are met.

- A. LEAGUE will use the portable pitching mounds for U.S.S.S.A. tournaments that take place in Hobbs. The portable pitching mounds are not to be used for any events that do not take place in the City of Hobbs.
- B. LEAGUE and CITY will provide portable pitching mounds for use with other baseball games and activities that are properly scheduled with the City of Hobbs Parks and Recreation Department.

III. COMPENSATION – PORTABLE PITCHING MOUNDS

- A. LEAGUE has reimbursed the CITY for 50% of the total cost to purchase the ten (10) portable pitching mounds, “Official Pony League Game Mound, Item 202-8”, an portable pitching mound that is eight (8) inches high from True Pitch, Inc., in Altoona, IA. The amount (50% of the total cost of \$26,986.33) that the LEAGUE has reimbursed the CITY totals: \$13,493.16.

IV. COMPENSATION – TOURNAMENT FEES

- A. For hosting youth baseball tournaments on CITY fields, the LEAGUE will pay the CITY, beginning on January 1, 2025, \$40 per team for each team that does not list Hobbs, New Mexico as the team’s hometown on the tournament roster/sanctioning form for each tournament that is held on CITY fields. There will be no fees paid for teams that are listed as having Hobbs, New Mexico as the team’s hometown. THE CITY will apply all funds collected from the LEAGUE toward improvements on CITY fields, including the purchase of synthetic turf to be installed in the outfields at the Zia Plex Fields in the future.

Until December 31, 2024, the per-team fee to be paid to the CITY by the LEAGUE, as described above, will be \$25 per team with the exceptions noted above.

- B. The LEAGUE will notify the CITY at least 72 (seventy-two) hours in advance of the time that play will begin for any tournament, the schedule/bracket, and the anticipated number of teams that will be participating.
- C. The per team fees as described above will be paid by the LEAGUE to the CITY at least one business day prior the beginning of play for any tournament. The CITY will instruct the LEAGUE on the proper procedure for payment of these fees.
- D. At least one business day prior to the beginning of any tournament, the LEAGUE will pay the CITY a \$250.00 refundable tournament deposit. The City will refund this fee to the LEAGUE if no damage is incurred to City of Hobbs facilities and all trash is removed by the LEAGUE at the conclusion of the tournament. If CITY staff has to remove trash from the fields or parking lots, the Parks and Open Space Department (POSD) will notify the CITY of

hourly staffing costs incurred for having POSD staff remove trash. This amount will be withheld from the refundable deposit fee.

ADDITIONAL REQUIREMENTS FOR TOURNAMENT PLAY

- A. The LEAGUE shall not allow concessionaires to sell sunflower seeds at any concession building, permanent or temporary, located at the Veteran's Memorial Complexes I, II or III. Nor will they allow any players or spectators to "chew" sunflower seeds during tournament play.
- B. No alcohol nor cannabis is allowed on City fields or in the parking lots for the fields. Violations may result in the LEAGUE losing tournament hosting privileges
- C. No metal cleats allowed, as they cause damage to artificial turf.

USE OF VARSITY, JUNIOR VARSITY, SANGER FIELDS, BAKER, McNEIL, AND NICHOL SHEPHARD FIELDS

The Hobbs Municipal Schools have exclusive use of Varsity, Junior Varsity, Sanger, McNeil and Nichol Shephard Fields during the high school baseball and softball seasons. During the periods outside of this exclusive use, the high school baseball and softball teams will have priority over all other requests to use Varsity, Junior Varsity, Sanger, McNeil and Nichol Shephard Fields. Outside groups may request the use of Varsity, Junior Varsity, Sanger, McNeil and Nichol Shephard Fields through the City of Hobbs Recreation Department. Games and tournaments will have priority over practice for any and all groups using these fields outside of the high school season. Varsity Field and Sanger Field will be scheduled for outside groups only as a last resort.

The University of Southwest Softball Team has priority use of Baker Field during their season.

COORDINATION

The Recreation Department shall have sole authority to coordinate and schedule all field usage.

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 the Agreement.

SOVEREIGN IMMUNITY

The City of Hobbs 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 the City 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.

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.

INSURANCE

Both the City of Hobbs and Permian Basin U.S.S.S.A. will maintain liability insurance or qualify as a self-insured entity, as required by law. Permian Basin U.S.S.S.A. shall provide proof of liability insurance coverage to the CITY and shall name the CITY as additional insured.

TERM

This Memorandum of Understanding shall continue in full force and effect, for a period of one (1) year term with the option for three (3) additional one-year terms. Either side may terminate or renew this agreement with thirty (30) days advanced written notice. Terminating the agreement will not void any payments from the LEAGUE that are still due to the CITY.

If the initial one (1) year term, and the three (3) additional one-year terms are agreed to by all parties in writing, the fees for successive agreements will be reviewed and any increase in fees will be based on the increase in CPI from the year in which the initial one (1) year term of this contract began, and the conclusion of the year that the third/last additional one-year term ended.



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
February 3, 2025

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

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 1/23/2025

SUBMITTED BY: Kristalyn Seepersad, Planning Project Manager

Summary:

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. The proposed Development Agreement is based on the proposed new incentive policy.

Fiscal Impact:

Budget Line: 01-0100-44901-00170

Available: \$950,000

DA: \$300,000

Remaining: \$650,000

Attachments:

(2-3-25) Builders Build LLC SFIRDA RESO

(2-3-25) Builders Build LLC SFIRDA

Recommendation:

Commission to consider approval/denial of Resolution and Development Agreement.

Approved By:

Todd Randall, Assistant City Manager 1/27/2025

Toby Spears, Finance Director 1/27/2025

Valerie Chacon, City Attorney 1/27/2025

Manny Gomez, City Manager 1/29/2025

CITY OF HOBBS

RESOLUTION NO. 7586

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH BUILDERS BUILD LLC CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY.

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

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

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

1. The City of Hobbs hereby approves the Development Agreement, which is attached hereto and made a part of this Agreement as Exhibit #1 and the Mayor, and/or his designee, is hereby authorized to execute the Agreement.

2. That City staff and officials are authorized to do any and all deeds to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 3rd day of February, 2025.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into on this 3rd day of February 2025 by and between the City of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and **Builders Build LLC, 1728 W. Bender Blvd., Hobbs, NM 88240**, (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

RECITALS:

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

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

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

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

A. Work To Be Performed.

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

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

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

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

- a. Incentive not to exceed per square footage basis:
 - i. \$20.00 per sq. ft. in an in-fill areas
 - ii. \$15.00 per sq. ft. in new residential areas
 - iii. Calculation based on living area only
- b. Incentive not to exceed per unit basis:
 - i. \$17,000.00 per single family unit within an in-fill area
 - ii. \$15,000.00 per single family unit
 - iii. \$7,500 per multi-family unit

- c. Incentive not to exceed fair share per linear foot of infrastructure basis:
 - i. **\$255.00 per lineal front footage** of complete public infrastructure, and further broken down as follows:
 1. **Water (\$45.00 / lf):**
 - a. Forty-Five dollars (\$45.00) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
 2. **Sewer (\$50.00 / lf):**
 - a. Fifty dollars (\$50.00) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
 3. **Street (\$125.00 / lf):**
 - a. One Hundred Twenty-Five dollars (\$125.00) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as defined within the City of Hobbs Major Thoroughfare Plan);
 4. **Sidewalk: (\$35.00 / lf):**
Thirty-five dollars (\$35.00) per equivalent front foot of lot to which sidewalk is provided;

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

B. Payment for Services.

- 1) The City shall pay for said services at the rates agreed to and as specified above in the Infrastructure details, as shown herein. Payment will not be made by the City for any unit until a certificate of occupancy is issued, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed Three Hundred Thousand Dollars (\$300,000.00), unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued, provided the certificate of occupancy for the unit is issued after ratification of this agreement. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.

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

C. Construction Requirements.

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

D. Assignment of Agreement.

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

E. Insurance Requirements and Hold Harmless Provision.

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

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

F. Governing Law and Provisions.

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

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

G. Final Payment and Release of Claims.

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

H. Amendments.

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

I. Breach.

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

J. Remedies Upon Breach.

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

K. Termination.

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

L. Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN: **Builders Build LLC, 1728 W. Bender Blvd., Hobbs, NM 88240** and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

M. Entire Agreement.

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

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

City of Hobbs

Developer

By: Sam D. Cobb, Mayor

By: Builders Build, LLC

ATTEST:

APPROVED AS TO FORM:

JAN FLETCHER, City Clerk

Valerie Chacon, City Attorney