



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

Monday, July 7, 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 June 16, 2025, Commission Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

2. Proclaiming the Month of July, 2025, as PARKS AND RECREATION MONTH
(*Doug McDaniel, Recreation Director, Bryan Wagner, Parks & Open Spaces Director*)

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

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

3. Consideration of Approval of Professional Services Agreement with the Friends of the Hobbs Public Library (*Nichole Lawless, Library Director*)
4. Resolution No. 7639 - Approving a Right-of-Way Occupation License Agreement on City-Owned Property Located South of Nadine with HILCORP ENERGY I, L.P. (*Todd Randall, Assistant City Manager*)

DISCUSSION

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

5. Resolution No. 7640 - Appropriating Funding and Authorizing the Mayor to Execute a Professional Services Agreement with the Economic Development Corporation of Lea County for FY 25-26 (*Medjine Desrosiers-Douyon, Deputy City Attorney*)
6. Consideration of Approval of Bid #1620-25 for CORE Pool Improvements and Recommendation to Accept the Bid of Custom Concrete Coatings of Las Cruces, New Mexico, in the Amount of \$296,802.50 (*Doug McDaniel, Recreation Director*)
7. Resolution No. 7641 - PUBLIC HEARING: Enforcing or Rescinding Resolution No. 7622 as it Applies to the Condemned Property Located at 1620 1/2 E. Dunn, Hobbs, New Mexico. (*Amber Leija, Assistant City Attorney, Jessica Silva, Community Services Superintendent*)
8. Resolution No. 7642 - PUBLIC HEARING: Enforcing or Rescinding Resolution No. 7622 as it Applies to the Condemned Property Located at 1005 W. Princess Jeanne, Hobbs, New Mexico. (*Amber Leija, Assistant City Attorney, Jessica Silva, Community Services Superintendent*)
9. Resolution No. 7643 - Approving the Final Plat for the Gordon Lucht Estate Tract B Subdivision (*Todd Randall, Assistant City Manager*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

10. Next Meeting Dates:

City Commission Regular Meetings:

- Monday, July 21, 2025, at 6:00 p.m.
- Monday, August 4, 2025, at 6:00 p.m.
- Monday, August 18, 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:
July 7, 2025

SUBJECT: Minutes of the June 16, 2025, Commission Meeting

DEPT OF ORIGIN: City Clerk

DATE SUBMITTED: 6/25/2025

SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Minutes of the regular Commission meeting held on June 16, 2025.

Fiscal Impact:

N/A

Attachments:

June 16 2025 - Minutes

Recommendation:

Motion to approve the minutes.

Approved By:

Jan Fletcher, City Clerk 6/25/2025

Manny Gomez, City Manager 6/27/2025

Minutes of the regular meeting of the Hobbs City Commission held on Monday, June 16, 2025, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also broadcast via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

Mayor Cobb called the meeting to order at 6:00 p.m. and welcomed everyone to the meeting. The City Clerk called the roll and the following answered present:

Mayor Sam D. Cobb
Commissioner R. Finn Smith
Commissioner Chris Mills – by phone
Commissioner Larron B. Fields
Commissioner Joseph D. Calderón
Commissioner Dwayne Penick - absent
Commissioner Don Gerth

Also present:

Manny Gomez, City Manager
Todd Randall, Assistant City Manager
Amber Leija, Assistant City Attorney
Ricky Guerrero, Police Captain
Marina Barrientes, Police Captain
Jessica Silva, Code Enforcement Superintendent
Mark Doporto, Fire Chief
Ryan Herrera, Deputy Fire Chief
Chris Henry, Battalion Chief
Shawn Williams, Fire Marshal
Tony Alarcon, Fire Inspector
Anthony Henry, City Engineer
Shelia Baker, General Services Director
Reanna Alarcon, Communications Director
Chad Littlejohn, Marketing Coordinator
Bryan Wagner, Parks and Open Spaces Director
Nichole Lawless, Library Director
Matt Hughes, Rockwind Superintendent
Doug McDaniel, Recreation Director
Lou Maldonado, Parks Superintendent
Tim Woome, Utilities Director
Bobby Arther, Municipal Judge
Toby Spears, Finance Director
Nicholas Goulet, Human Resources Director
Selena Estrada, Risk Management
Tracy South, Assistant Human Resources Director
Christa Belyeu, I.T. Director
Steven Blandin, Technology Administrator

Jan Fletcher, City Clerk
Rose Galavez, Assistant Deputy Clerk
Alyxandra Salas, Clerk Record Specialist
30 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Calderón moved the minutes of the regular meeting of June 2, 2025, be approved as written. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Mayor Cobb proclaimed June 19, 2025, as "JUNETEENTH NATIONAL INDEPENDENCE DAY" in the City of Hobbs. He noted that Juneteenth is the oldest nationally celebrated commemoration of the end of slavery in the United States and has long served as a day of remembrance, reflection, and renewal within Black communities nationwide. He presented the proclamation to Mr. Byron Marshall and members of the Juneteenth Celebration Committee.

Mr. Marshall outlined the festivities planned for the celebration of Juneteenth. Events will begin on Friday, June 20, 2025, at Booker T. Washington Park. The main celebration will take place on Saturday from 8:00 a.m. to 8:00 p.m., featuring music, food, and a variety of local vendors. On Sunday, the weekend will conclude with "Church in the Park", a special service honoring life and liberty. Mr. Marshall emphasized that Juneteenth is a day of freedom and invited everyone to come together in celebration of this important holiday.

Mayor Cobb recognized Ms. Alyssa Rocha Houston, daughter of Robert and Dymphna Houston, who proudly represented Houston Middle School in the National Civics Bee essay contest this past December as an eighth grader. She competed against nearly 200 students from Eddy, Lea, and Chaves Counties and earned the second-highest score for her essay. In both local and state levels of the competition, students were required to answer a minimum of 20 civics-based questions and deliver a 3-minute presentation on their essay topic. Ms. Houston excelled at the local level, taking first place in April, and went on to place fifth in the state finals held in Albuquerque on June 7th. Her achievement reflects her dedication, insight, and passion for civic engagement. Ms. Houston read her essay aloud to the public on the

top of juvenile offenders, after which Mayor Cobb presented her with a Certificate of Recognition in honor of her outstanding achievements.

Mr. Manny Gomez, City Manager, congratulated Ms. Houston on her achievement. He also thanked Ms. Patty Collins of the Hobbs Chamber of Commerce for submitting Ms. Houston's accomplishment to the Commission for recognition.

Mr. Gomez recognized the following employees for their Milestone Service Awards for the month of June, 2025:

- 10 years - Juan Contreras-Valenzuela, Hobbs Fire Department
- 15 years - Victor Hawkins, Hobbs Fire Department
- 20 years - Bryan Ussery, General Services Department
- 20 years - Robert Janousek, Utilities Department

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

Public Comments

Ms. Becca Titus, representing United Way of Lea County, expressed her gratitude to the Commission for the Lodgers' Tax funding recently awarded for the T.U.R.F.S. event, Teens United Representing Field Sports. She noted that participation in the event has grown significantly with 49 teams this year compared to just three teams last year. Due to this growth, the event had to be relocated to a larger venue. Ms. Titus extended sincere thanks to the Lodgers' Tax Board, the Parks and Recreation Department, the Hobbs Fire Department, and the Hobbs Police Department for their support. While final figures are still being calculated, the event is estimated to have netted approximately \$10,000.00, which will go directly to the Hobbs Schools Crisis Fund. This fund allows school counselors to contact United Way on behalf of students in need, providing timely assistance. She gave special recognition to Officers Seth and Magali Ford for their dedication and efforts in ensuring the event was both safe and enjoyable. Ms. Titus stated the T.U.R.F.S. event will return next year for its fifth annual event.

Mr. Kyle Phillips, Head Coach of the American Legion Post 26 Pilots in Hobbs, shared that the American Legion Baseball League, the oldest amateur league in the United States, is celebrating its 100th year in 2025. After being inactive from 2000 to 2023, he helped revive the program to provide high-level baseball opportunities for recent high school graduates. Many players come from single-parent homes, with a local poverty rate over 6%, and the team relies heavily on sponsorships and federal grants as a non-profit organization. Last season's costs were nearly \$22,000.00. Mr. Phillips mentioned a city resolution concerning field fees and requested acknowledgment or financial assistance from the City to help cover those expenses.

Mayor Cobb stated he has discussed the matter with the City Manager, Mr. Manny Gomez, and any changes to the existing resolution regarding field fees would need to be reviewed and approved by the Commission. He emphasized that any such amendment would have to apply broadly, not just to one group. He encouraged Mr. Phillips to reach out for support, noting there are likely people in the community willing to help through local sponsorships.

Mr. Wade Cavitt spoke in support of Resolution No. 7633, expressing concern that the electric vehicle mandate represents government overreach from Santa Fe. He stated he believes it unfairly dictates what types of vehicles individuals can drive and how new homes must be wired. He stated he would not have supported such a mandate during his time as a CID Commissioner and requested support for the resolution opposing it.

Consent Agenda

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

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

Resolution No. 7631 - Supporting House Bill 292 and Senate Bill 243 "All Cities and Counties Fund"

Resolution No. 7632 - Designating Person(s) Qualified as an Acting Municipal Judge and Setting Forth Compensation for Acting Municipal Judge

Resolution No. 7633 - Supporting the Artesia Recreation Center Foundation

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. Copies of the resolutions and supporting documentation are attached and made a part of these minutes.

Discussion

Zia Natural Gas - Integrated Resource Plan

Ms. Leslie Graham, General Manager of Zia Natural Gas, presented the company's Integrated Resource Plan (IRP) for Lea County, focusing on identifying cost-effective ways to meet current and future energy needs. She introduced her team, outlined the IRP's purpose and process, and noted that Zia serves about 39,500 customers in five New Mexico counties, supplying 3.5 billion cubic feet of gas annually. For Lea County

specifically, she explained that gas is supplied from a nearby DCP plant via an 8-inch pipeline and currently serves around 11,000 customers. She shared customer data, encouraged public input on factors affecting future demand, and discussed challenges like high startup costs, supply reliability, and quality control. Ms. Graham also reviewed the company's energy efficiency program and confirmed that current infrastructure can support projected growth in the area.

Commissioner Smith expressed surprise at the number of customers shown in the presentation slide with those statistics. He noted the City of Hobbs has seen substantial housing growth in recent years and asked whether the newer homes include any natural gas connections.

Ms. Graham responded by explaining that many newer homes are being constructed with cost savings in mind, and as a result, builders are opting for all-electric systems instead of including natural gas.

Commissioner Smith emphasized that natural gas is a cleaner and more efficient energy source. He encouraged Ms. Graham and staff to take all possible steps to promote and support its use within the community.

Mayor Cobb shared he recently remodeled his home, transitioning from an all-electric system to a combination of gas and electric. While reviewing the utility newsletter, he noticed there are rebates available for residents converting to natural gas.

Ms. Graham noted there are several rebates available for customers installing gas. She highlighted that new service lines are provided at no cost, and emphasized that natural gas remains one of the most efficient and cost-effective energy options, with generous rebates to help ease the transition.

Mayor Cobb thanked Ms. Graham for her presentation.

Legislative Presentation - Representative Randall Pettigrew

Representative Randall Pettigrew began his presentation by praising the work of non-governmental organizations (NGOs) in the county, particularly their community efforts and fundraising, citing organizations like United Way and the American Legion as examples. However, he expressed concern over the lack of transparency, noting that for every lobbyist who visits him, five NGOs do as well. He supported legislation this year to require lobbyists to disclose expenditures over \$50.00 and attempted to include NGOs in that requirement. Representative Pettigrew discussed the distribution of \$3 billion in non-recurring state funds and raised concerns about how these funds are allocated. He criticized HB6 and its significant fiscal impacts, noting a sharp revenue fluctuation, from \$3.6 billion in July to \$659 million in August, calling it evidence of political games being played. He supported efforts by former Representative Scott to recover some of the funds lost due to HB6 and pointed out

that only 44% now reaches the General Fund. He highlighted inequities in capital outlay stating that counties like McKinley receive significantly more funding than his own, and he expressed frustration with the consistent "pocket vetoes" by committee chairs over the past five years. He also noted that a large portion of public school and capital funding is allocated to tribal entities off the top before being distributed elsewhere.

On energy policy, Representative Pettigrew expressed concern about the push toward all-electric homes, calling it damaging to industry and expansion efforts in areas like Hobbs and Lea County. He pointed to infrastructure challenges, such as outdated transformers unable to support widespread electric vehicle charging, and stated companies have paused expansion due to the regulatory and financial burdens. He further emphasized the ongoing importance of natural gas to the State's energy mix, especially for supporting green energy infrastructure like wind farms. He argued that despite mandates for renewable energy, major tech companies have shifted back to natural gas due to its reliability. He called for investment in combined-cycle natural gas facilities and criticized delays in expanding Xcel Energy's infrastructure which will not meet demand until at least 2028, well past the current need. Ultimately, he warned the State's shift toward electrification, without adequate planning or infrastructure, is harming industries and communities. He closed by reaffirming his commitment to listening to constituents and connecting their concerns to Legislative action.

Mayor Cobb thanked Representative Pettigrew for this presentation.

Action Items

Resolution No. 7634 - Rescinding Condemnation on Certain Property Located at 400 North Turner

Ms. Amber Leija, Assistant City Attorney, and Ms. Jessica Silva, Community Services Superintendent, explained the resolution to rescind the condemnation of property located at 400 North Turner. This property was previously deemed ruined, damaged, dilapidated, and a threat to public comfort, health, and safety, but has since been improved and no longer meets this criteria. Under Section 8.24.010 of the Hobbs Municipal Code, the City has the authority to condemn such properties and require their removal. Ms. Silva shared before-and-after photos of the property showing the improvements which have been made.

There being no discussion, Commissioner Calderón moved to approve Resolution No. 7634 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.

Resolution No. 7635 - Authorizing the Mayor to Execute a Memorandum of Understanding with Lea County for United Airline Subsidy for FY26

Ms. Amber Leija, Assistant City Attorney, explained the resolution and Memorandum of Understanding (MOU) with Lea County related to providing the United airline subsidy for FY 26. Under the agreement, the City of Hobbs and Lea County will each contribute up to \$2,720,982.00 for a total subsidy not to exceed \$5,441,964.00. The MOU, which details the joint commitment to supporting airline services, was recently approved and signed by the Lea County Commission at its June 12, 2025, meeting.

Ms. Jennifer Grassham, President and CEO of the Economic Development Corporation of Lea County, stated the airline subsidy request has been reduced by approximately \$1.54 million compared to last year. This reduction, from \$6.9 million to \$5.4 million for United Airlines, is based on improved factors such as fuel costs and record high load factors. Currently, the load factor for flights to Houston and Denver is around 75%. Over the past year, approximately 52,000 seats were sold in the first 11 months demonstrating strong usage of the service by residents of Hobbs, Southeastern New Mexico, West Texas, and visitors traveling to the area.

Mayor Cobb emphasized that flying out of Hobbs benefits all taxpayers, stating increased local use of the airport helps reduce the public cost of maintaining United Airlines service. He encouraged residents to "Fly Hobbs" as a way to save tax dollars by supporting the airline subsidy through higher passenger numbers.

Ms. Grassham noted the price difference for the same flight between Hobbs and Midland is generally around \$40.00. She pointed out this cost is typically offset by savings in parking, fuel cost and travel time when choosing to fly out of Hobbs instead. In response to Commissioner Mills' inquiry regarding the significance of these routes for the business community, Ms. Grassham explained that, as seen in cities like Houston and Denver, many oil and gas companies rely on these flights to bring in workers and executives. The ability to arrive, attend a field meeting, and return quickly enhances time efficiency. This level of access provides a significant boost to the local economy by facilitating business activity in Hobbs.

There being no further discussion, Commissioner Fields moved to approve Resolution No. 7635 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 resolution and supporting documentation are attached.

Resolution No. 7636 - Authorizing the Mayor to Execute a Memorandum of Understanding with Lea County for JSX Airline Subsidy for FY26

Ms. Amber Leija, Assistant City Attorney, explained the resolution and Memorandum of Understanding (MOU) with Lea County related to providing a new JSX airline

subsidy for FY 26. Under the MOU, the City of Hobbs and Lea County will each contribute up to \$500,000.00 for a combined subsidy not to exceed \$1,000,000.00 supporting six months of JSX airline service. Per the agreement, Lea County will remit its \$500,000.00 contribution in full to the City, which will be responsible for disbursing the total subsidy to JSX through the Economic Development Corporation (EDC).

Ms. Leija displayed photographs of the exterior and interior of the new airline to showcase the design of the plane.

Ms. Grassham stated they have attempted to recruit additional air service through carriers or destinations for quite some time and this will check off both of those boxes, as it is both a new carrier with JSX and it is a new destination as Dallas Love Field. Dallas has consistently ranked in the Top 2 or 3 destinations so they are really excited about that. It will begin with service three days per week on Friday, Sunday, and Monday.

Mayor Cobb commented JSX offers a unique travel experience as passengers are not required to go through TSA screening. Boarding is similar to a private charter as passengers check their luggage directly with JSX and board the aircraft with ease. Upon arrival at Dallas Love Field, passengers land on the general aviation side rather than the public terminal. For those connecting to other flights, they may claim their luggage and proceed through TSA screening to board a scheduled commercial airline. Alternatively, travelers staying in the Dallas/Fort Worth area for the weekend can bypass TSA entirely and return to Hobbs the same way. He emphasized this service presents a valuable opportunity to enhance business connections and improve the quality of life for residents in the region. Mayor Cobb also noted the minimum revenue guarantee is based on seating capacity, meaning the subsidy decreases as more seats are filled.

In response to Commissioner Smith's inquiry regarding fares, Ms. Grassham stated the expected fare range is between \$300.00 and \$350.00. While initial pricing may be slightly lower for promotional purposes, the average fare is anticipated to stabilize within that range. At a fare of \$305.00, the projected revenue for JSX is approximately \$1.4 million which matches the estimated operating costs resulting in a break-even outcome.

Mayor Cobb noted that United Airlines uses a dynamic pricing algorithm to determine its ticket prices, whereas JSX offers a fixed fare structure. He emphasized that by encouraging the public to utilize JSX, it could help establish a consistent use habit among travelers.

Commissioner Smith stated the time savings from not having to go through TSA should be a key point in advertising as it offers a significant convenience and efficiency advantage over traditional air travel.

In response to Commissioner Mills' inquiry about advertising, Ms. Grassham stated JSX is a highly proactive marketing firm that takes pride in its promotional efforts. She noted they are already undertaking their own marketing initiatives and, as such, the approach will be more of a partnership rather than the County leading the advertising efforts.

There being no further discussion, Commissioner Gerth moved to approve Resolution No. 7636 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 for the Purchase of Police Department Security Upgrades Utilizing a CES Contract with D & D Automation & Electric, LLC, in the Amount of \$97,008.49 (Steven Blandin, PD IT Administrator)

Mr. Steven Blandin, I.T. Administrator at the Hobbs Police Department, stated the department is requesting approval to install additional card access systems and surveillance cameras in and around the Police Department Complex. These enhancements are intended to improve security, control access and improve overall visibility. The project aligns with the scope and objectives of ongoing and previously completed security upgrade initiatives. D & D Automation & Electric, LLC, has provided an acceptable quote based on a CES contract. This project is funded through a grant that allocated \$495,000.00 for security upgrades. As of now, \$117,508.92 remains available through the grant. The projected cost for this project is \$97,008.49 which falls within the available budget funding.

There being no further discussion, Commissioner Smith moved to approve the purchase of Police Department Security Upgrades with D & D Automation & Electric, LLC, 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. Copies of the supporting documentation are attached.

Resolution No. 7637 - Approving a Development Agreement with Platinum Investments, LLC, Concerning the Development of Market-Rate Single-Family Housing

Mr. Todd Randall, Assistant City Manager, explained the resolution and stated that Platinum Investments, LLC, has submitted a request for a Development Agreement related to the construction of single-family housing units within the municipal boundaries. The developer proposes to construct four homes and is seeking infrastructure incentives totaling \$60,000.00 to support the project. Mr. Randall shared a map highlighting the proposed development site within the city limits.

There being no further discussion, Commissioner Calderón moved to approve Resolution No. 7637 as presented. 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.

Consideration of Approval of Bid Number 1613-25 for Annual Water Meter Changeout Project and Recommendation to Accept the Bid of Professional Meters, Inc., in the Amount of \$503,388.80 (Not Including NMGRT)

Mr. Tim Woomer, Utilities Director, explained Bid No. 1623-25 for the Annual Water Meter Changeout Project. He stated the bid was duly advertised on May 4, 2025. He stated the scope of the project includes the removal and replacement of an estimated 5,373 existing water service meters throughout the City of Hobbs.

The project involves replacing:

- 4,121 5/8-inch meters at a unit cost of \$92.16; and
- 1,252 1-inch meters at a unit cost of \$98.72.

Mr. Woomer stated all meters will be replaced with new 3/4-inch Metron SMART water service meters, which will be supplied by the City of Hobbs. The City will retain all removed meters. One qualified bid was received from Professional Meters, Inc., of Morris, Illinois. The total project cost is \$503,388.80 (excluding NMGRT). Funding is available through the Utilities Enterprise Fund FY 2024–2025 Budget.

In response to Commissioner Gerth's inquiry, Mr. Woomer explained the Utilities Department will coordinate with the Water Office to identify areas with the oldest meters and prioritize those locations to begin the initial phase of the replacement project.

In response to Commissioner Fields' inquiry, Mr. Woomer explained they are all smart meters. He further explained they will be read on the first of each month, and then transmitted to the Water Office to be placed into the billing system. It will be a more consistent process and will improve the cash flow in the Utility Division.

There being no further discussion, Commissioner Fields moved to approve Bid No. 1613-25 and accept the bid of Professional Meters, Inc., in the amount of \$503,388.80 for the Annual Water Meter Changeout Project 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.

Resolution No. 7638 - Approving the FY 2027-2031 Infrastructure Capital Improvement Plan (ICIP)

Mr. Anthony Henry, City Engineer, provided an update on the Infrastructure Capital Improvement Plan (ICIP) process. On May 20, 2025, the Planning Board submitted its Top 10 project recommendations. The next step is for the City Commission to review and rank these projects. Each Commissioner was asked to assign a ranking from 1 to 10 on the recommended projects, with 1 indicating the highest priority for the community. Following a brief discussion, rankings are as follows for the Top 5 projects which will be included in the 2027–2031 ICIP:

1. Street Improvements / Resurfacing
2. Joe Harvey Blvd. Improvements
3. Drainage Master Plan & Improvements
4. West College Lane Realignment
5. West Bender Widening Project & Drainage

There being no discussion, Commissioner Calderón moved to approve Resolution No. 7638 for the project list 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.

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

Mr. Gomez asked Mr. Doug McDaniel, Recreation Director, to provide an overview of the upcoming Fourth of July festivities.

Mr. McDaniel announced the City of Hobbs will host its annual Independence Day Celebration on Friday, July 4, 2025. A fireworks vendor has been secured to conduct displays at both Harry McAdams Park and the Hobbs Industrial Air Park, continuing the tradition from previous years. The festivities will begin at noon, with public parking available. Activities at Harry McAdams Park will start at 3:00 p.m., featuring a DJ, water slides, games and food vendors. Evening events will include concerts and The Amazing Family Race will begin at 6:00 p.m., along with additional entertainment and food options. The fireworks show is scheduled for 9:30 p.m.

Mr. McDaniel also noted that Fireworks Safe Zones will be open at the HIAP runway on Thursday, July 3rd, and Saturday, July 5th. Hours for the Safe Zones will be from 7:30 p.m. to 11:00 p.m. on those days.

Mr. McDaniel presented a map provided by the fireworks vendor detailing the layout of the firing sites, display areas and designated safety zones. He also reviewed key logistical elements, including the location of public parking areas, the positioning of emergency personnel, and the placement of the stage and food vendors.

Mr. Gomez thanked Mr. McDaniel for the information and wished everyone a happy and safe July 4th.

Commissioner Calderón expressed his appreciation to the Hobbs Police Department for their presence at the rally held this past weekend. He acknowledged that while there was some negativity from a few individuals, the event was overall a positive experience.

Mayor Cobb commended City Manager Gomez and the Hobbs Police Department for their collaboration with local schools which has led to improvements in student resources and school safety. He emphasized the importance of remaining vigilant in addressing these issues, given the challenges of today's world.

ADJOURNMENT

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried and the meeting adjourned at 7:55 p.m.

SAM COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, each July the National Recreation and Parks Association celebrates Park and Recreation Month to honor these integral programs and the countless contributions that they make in our communities; and

WHEREAS, our parks and recreation facilities, activities, programs, special events, and staff are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and;

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS; the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS; the City of Hobbs, New Mexico recognizes the benefits derived from parks and recreation resources; and

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

“PARKS AND RECREATION MONTH”

in the City of Hobbs.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of July, 2025, and cause the seal of the City of Hobbs to be affixed hereto.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
July 7, 2025

SUBJECT: Consideration of Approval of Professional Services Agreement with the Friends of the Hobbs Public Library

DEPT OF ORIGIN: Library

DATE SUBMITTED: 6/26/2025

SUBMITTED BY: Nichole Lawless, Library Director

Summary:

The Friends of the Hobbs Public Library ("Friends of the Library") is a non-profit entity working to benefit the Hobbs Public Library in consultation with the Library Director.

This Professional Services Agreement allows Friends of the Library to maintain a small office space in the Library.

Friends of the Library sells used books from the space, utilizes the space as an office and its volunteers assist Library personnel under the direction of the Library Director. The Agreement requires Friends of the Library to maintain liability insurance. The City provides all utilities, maintenance and janitorial services.

The agreement is for fiscal year 2025-2026 ending June 30, 2026, and the office is subject to space requirements at the Library.

Fiscal Impact:

There is no significant fiscal impact.

Attachments:

PSA2026

Recommendation:

Approval of PSA

Approved By:

Nichole Lawless, Library Director	6/30/2025
Toby Spears, Finance Director	6/30/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	6/30/2025
Manny Gomez, City Manager	6/30/2025

PROFESSIONAL SERVICES AGREEMENT
CITY OF HOBBS-FRIENDS OF THE HOBBS PUBLIC LIBRARY

FY 2025-2026

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

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

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

NOW THEREFORE, the City of Hobbs (hereinafter referred to as “City”) and Friends of the Hobbs Public Library (hereinafter referred to as “Contractor”) and hereby do agree as follows:

1.0 SCOPE OF SERVICES

1.1 CONTRACTOR will provide the following services:

- 1.1.1 Conduct various service oriented projects that benefit the Hobbs Public Library in consultation with the Library Director;
- 1.1.2 Contractor may conduct used book sales (the sale of the books owned by the Friends of the Library) and may provide funds/services to the City to enhance the Library’s collection, underwrite special programming and will advocate for the greater use and needs of the City Library.
- 1.1.3 Contractor may assist Library staff at various times and with various projects and roles Contractor provides to the Hobbs Library.

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

1.3 It is expressly understood and acknowledged that CONTRACTOR is an independent contractor, that it is not an instrumentality, agent or employee of the City, and that it will not so represent itself to the public. The volunteers of CONTRACTOR are not entitled to any benefit that an employee of the City of Hobbs may be entitled.

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

2.0 SPACE AGREEMENT

- 2.1 City shall provide Contractor a room (room 10) in which to operate on a year-to-year basis, subject to space requirements of the City Library. No modifications of the space will be made without approval of the Library Director and the General Services Director. City shall provide a sign for said room that will be consistent with the design of the Library. No other sign may be utilized on the walls or door without approval of the Library Director. The lock shall be keyed with a lock that may be opened by a master key. The City may have access to the room with a master key at any time. Contractor may utilize the room only during Library hours. City shall provide all utilities, including maintenance and janitorial services.
- 2.2 CONTRACTOR shall make no claim against City for any expense incurred by it in providing the services required by this Agreement. Specifically, CONTRACTOR shall make no claim against the City for travel expense, duplication costs, telephone costs, secretarial assistance, office supplies or any other cost not specifically allowed herein.

3.0 TERM AND TERMINATION

- 3.1 This agreement for services is to cover through the City's fiscal year, beginning July 1, 2025 and ending June 30, 2026. CONTRACTOR shall not be entitled to future contracts or other funding in future fiscal years by virtue of entering into this Agreement.
- 3.2 This Agreement may be terminated, for any reason, by either party with thirty (30) days advance written notice to the other.

4.0 INSURANCE

- 4.1 CONTRACTOR SHALL PROVIDE THE City of Hobbs with a Certificate of Insurance naming the City of Hobbs as an additional insured on all general and/or professional liability, automobile liability, and workers' compensation insurance policies. Said policy shall have an insurance amount for \$1,000,000.00 and shall be primary.

5.0 MISCELLANEOUS PROVISIONS

- 5.1 CONTRACTOR shall timely notify City of any change as to its principal place of business, the identity of all its directors, officers and members, any change of its corporate status, any change of its tax-exempt status with the Internal Revenue Service, any change in programming and any pending litigation or asserted claims or any other matter that might affect the continued rendition of services to City residents under this Agreement.
- 5.2 CONTRACTOR represents and warrants that the information given to City in support of its request for funding is true and correct; further, that its staff is competent to render the services which are the subject of this Agreement, and finally, that there

is no other provider in Lea County of the kind of services contemplated by this Agreement.

- 5.3 CONTRACTOR agrees to abide by all state and federal rules, regulations and statutes pertaining to equal opportunity. In accordance with these laws and regulations, CONTRACTOR agrees to ensure that no person shall, on the grounds of race, color, national origin, sex, age, handicap or medical condition, be excluded from participation in programs and services to be rendered by CONTRACTOR pursuant to this Agreement.
- 5.4 CONTRACTOR shall give City prompt and timely notice of any claim made or suit instituted against CONTRACTOR which may in any way, directly or indirectly, contingently or otherwise, result in a judgement against City.
- 5.5 CONTRACTOR agrees to and shall indemnify, defend and hold the City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents harmless from any and all causes of action, suits, claims, judgements, losses, costs, expenses and liens, of every kind and nature, including but not limited to court costs and reasonable attorneys' fees arising or alleged to have arisen out of the performance of CONTRACTOR's rendition of services or failure to render services pursuant to this Agreement or any breach of this Agreement.
- 5.6 This Agreement shall be construed pursuant to the laws of the State of New Mexico. The parties represent that the requirements of the New Mexico Procurement Code have been met as a prerequisite for entering into this Agreement. They further agree that any changes or modifications to this Agreement suggested or required by any supervising state entity, such as the New Mexico Attorney General's office or the New Mexico Department of Finance and Administration, shall be made in order to fully comply with the law as such agencies might interpret and define it to the parties.
- 5.7 If CONTRACTOR obtains an audit or other type of financial review of its affairs, then City shall receive a copy of same. This provision does not otherwise obligate CONTRACTOR to secure such services. City shall be entitled to a detailed current income/expense statement upon written request.
- 5.8 This is a professional services contract and neither City nor CONTRACTOR may assign this Agreement, or any interest herein, without prior written approval of the other.
- 5.9 This Agreement reflects all covenants, understandings and agreements between the parties. This Agreement may not be altered except by another writing signed by both parties.

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

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

By: _____ By: _____
SAM D. COBB, Mayor JAN FLETCHER, City Clerk

By: _____ By: _____
TOBY SPEARS, Finance Director Nichole Lawless, Library Director

ATTEST:

FRIENDS OF THE LIBRARY

By: _____ By: _____
Deby Beran, Secretary Kay Hannum, Chairman
P.O. Box 5041
Hobbs, New Mexico 88241

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

MEDJINE DESROSIERS-DOUYON, Deputy City Attorney



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
July 7, 2025

SUBJECT: Resolution No. 7639 - Approving a Right-of-Way Occupation License Agreement on City-Owned Property Located South of Nadine with HILCORP ENERGY I, L.P.

DEPT OF ORIGIN: City Manager

DATE SUBMITTED: 6/26/2025

SUBMITTED BY: Todd Randall, Assistant City Manager

Summary:

Hilcorp Enenergy I, LP has requested an easement across a portion of City owned property south of Nadine, which is the City's emergency effluent discharge basin. The purpose is for a 3" pipeline with a total length of 213 Lin. Ft for the transportation of produced water. The Application fee is \$800 and re-occurring payment of \$640.44 per year. Fees are based on the adopted ROW Management Policy approved by the City Commission. The term of the agreement is 10 years.

Fiscal Impact:

Application Fee: \$800

Annual Rental Fee: \$640.44

Attachments:

RESO - Hilcorp ROW License

250520-001 HILCORP ENERGY - PIPELINE 5-21-25 v1

Recommendation:

Consideration of a Right of Way Occupancy License on City Owned Property with HILCORP ENERGY I, L.P.

Approved By:

Manny Gomez, City Manager

6/26/2025

Toby Spears, Finance Director

6/26/2025

Medjine Desrosiers-Douyon, Deputy City Attorney

6/26/2025

Manny Gomez, City Manager

6/30/2025

CITY OF HOBBS

RESOLUTION NO. 7639

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
ROW LICENSE AGREEMENT FOR HILCORP ENERGY**

WHEREAS, the City of Hobbs is the owner of a 320 acre real property located approximately 5 miles south of the City limits in Section 2, T20S, R38E, NMPM in Lea County, New Mexico; and

WHEREAS, Hilcorp Energy has offered to purchase a ROW License Agreement for the installation of a 3" pipeline to transport produced water, on the municipal real property; and

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

1. The City of Hobbs hereby approves the ROW License Agreement, which is attached hereto and made a part of this Agreement as Exhibit #1 and the Mayor is hereby authorized to execute the License Agreement.

2. The City officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 7th day of July, 2025.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

ROW Occupation License

THIS ROW OCCUPATION LICENSE, hereinafter called "LICENSE", made and entered into this ___ day of _____ 2025 by and between the City of Hobbs, a municipal corporation in the State of New Mexico, ("Grantor") and to HILCORP ENERGY I, L.P., ("Licensee / Grantee").

RECITALS:

- A. The City holds public trust land owned by the City of Hobbs.
- B. The Grantee desires to place private facilities within property owned by the City of Hobbs and more specifically as follows:

LOCATION DESCRIPTION:

Being 320 acres, more or less, located in the S/2 of Section 2, Township 20 South, Range 38 East, N.M.P.M., Lea County, New Mexico.

SEE ATTACHED LOCATION MAP – Exhibit A

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the following is agreed:

TERMS AND CONDITIONS:

1. License Term, Commencement Date And Possession.

A. The term of this License shall be ten (10) years (hereinafter "License Term") commencing on the "Commencement Date," as hereinafter defined, and terminating on the tenth (10th) anniversary of the Commencement Date. The Commencement Date shall be the date of issuance. Occupation of the Licensed right of way(s) shall be on the Commencement Date.

B. The Licensee shall have the option to extend this License Agreement for one additional ten year term (the "Extended Term") upon the same terms and conditions herein provided, except for the Rent, which shall be adjusted to reflect the latest Fee Schedule as adopted by the City of Hobbs Commission. The extended term shall be subject to and compliant with MC 12.01.

C. Licensee shall and may peaceably and quietly have, hold and enjoy the Licensed right of way for the term of the License, as long as Licensee is in compliance with the terms of this License and MC 12.01.

D. Prior to the placement of any private facilities within the Licensed right of way, Licensee shall apply for and obtain a Work Permit as per MC 12.01.

E. Licensee shall be responsible for marking any infrastructure in compliance with 811 one-call requirements.

2. **ROW Occupancy License Payments.**

Beginning on the Commencement Date, the Licensee shall pay the City a fixed annual Occupancy Fee ("Fee"). The amount of the annual rent payment shall be **640.44 per year** for each year of the License Term. In addition, a **onetime application fee of \$800**.

3. **Permitted Use.**

A. Licensee shall have use of the Licensed right of way granted in this License for the purpose of placement of a private infrastructure and non-exclusive thirty foot (30') access and twenty foot (20') temporary construction easement. With specific occupancy as listed below:

213.48 Lin. Ft Total @ 1 Location	New Below Ground @ \$0.20 per lin. ft. (2' wide increments)	\$640.44
Yearly Total		\$640.44

B. Occupations other than those Licensed above are prohibited under this License.

C. Licensee shall have the right from time to time to survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace, remove and/or abandon in place, with prior consent of Grantor, one (1) pipeline not to exceed three inches (3") in nominal internal pipe diameter (the "Pipeline"), for the transportation of produced water on, through, under, and cross the described lands. Licensee shall bury pipeline to a minimum of depth of thirty-six inches (36") measured for proposed finished grade to the top of the pipe.

D. Licensee shall have the right to clear all trees, undergrowth, brush, structures, and other obstructions from the Easement. Licensee acknowledges the City owned property is used for emergency effluent ponding. Licensee shall restore the contour of the Easement, as near as reasonably practical to do so, and shall reseed the right of way with a native blend mixture.

F. Grantor shall have the right to fully use and enjoy the Easement except as to the rights herein granted and subject to the restrictions set forth herein. Grantor shall have the right to construct, reconstruct, or maintain streets, sidewalks, roads or drives, road ditches, drainage ditches, engineering structures and utilities at any angle of not less than Forty Five (45) degrees to Licensee's Pipeline over and across the Easement.

G. Grantor is permitted to construct any and all caliche or dirt roadways, fences, water lines, or utilities (the "Improvements") on this Easement so long as the Improvements (i) do not damage, destroy, endanger, obstruct, interfere, or alter the operation of the Pipeline; (ii) the Pipeline is left with an amount of cover to allow for safe operation of the pipeline; and (iii) the pipeline is left with proper, sufficient, and permanent support. In addition, Grantor is permitted to improve and cover the Easement in caliche or similar type all weather construction material. When crossing Grantee line, Grantor must maintain two

feet (2') of vertical separation. Grantor must secure Licensee's written consent to construct any paved roads, permanent structures, utilities or drainage improvements, on the Easement, which such consent may not be unreasonably withheld or delayed.

4. **Licensee's Warranties**

Licensee shall maintain the Licensed right of way(s) and any facilities thereon in good condition. Reasonable maintenance and repairs to facilities on the Licensed right of way will be performed by Licensee at its sole cost.

5. **Insurance / 811 Registration**

The Licensee shall maintain general public liability and casualty insurance insuring against such claims, and shall annually furnish to the City a certificate or other evidence and proof of maintenance of such comprehensive public liability insurance, including a copy of the policy, with the City named as an additional insured to the extent of Licensee's indemnity obligations hereunder, such insurance shall have minimum limits of at least the sum of One Million Dollars (\$1,000,000) for general liability and casualty coverage arising out of a single occurrence. Such insurance shall be with a company licensed and authorized to do business in the State of New Mexico and to provide general liability and casualty coverage of the type required herein, which policy shall include fire and extended coverage liability. The Licensee shall provide the City with notice of any change thereof, and shall furnish to the City evidence of acquirement of a substitute therefore, and payment of the premium thereof.

Licensee shall register all underground facilities located within the Licensed right of way(s) with the New Mexico One-Call system (NM811) in accordance with NMSA 1978, § 62-14-1 et seq., and shall maintain accurate mapping and contact information. Licensee shall also respond to locate requests in compliance with state law and industry standards. Failure to properly register or mark facilities shall subject Licensee to any resulting liability, including for damages or delays to public improvements or third-party projects.

6. **Emplacement And Ownership Of Facilities**

During the Term or Extended Term of this License, title to all improvements emplaced upon the Licensed right of way(s) by Licensee is and shall be vested in Licensee. Licensee's planned improvements on the Licensed right of way(s) are described above in Section 4, Permitted Use. All such improvements and equipment are not owned by the City. If at any time during the Term or the Extended Term of this License, all Fee's then due and owing has been fully paid and Licensee is not in default under this License, Licensee may remove these improvements from the Licensed right of way(s).

7. **Default And Cancellation**

The violation by Licensee of any of the terms, conditions or covenants of this License or the nonpayment by Licensee of any fee due under this License shall be considered a default and may cause this License to be cancelled and terminated at the City's sole discretion, following at least one hundred twenty (120) days advance written notice of such default from City to the Licensee; provided, however, said cancellation shall not be made if, within the one hundred twenty (120) day notice period, Licensee cures or remedies said

default or otherwise complies with any demand contained within such written notice which cures or remedies the default.

8. **Notice**

All notices given pursuant to or in connection with this License shall be made in writing and posted by certified mail; postage prepaid, to:

City of Hobbs
ATTN: City Engineer
200. E. Broadway
Hobbs, NM 88240

HILCORP ENERGY I, L.P.
ATTN: _____
<Address> _____
<City / State / Zip> _____
<Cell / Phone> _____
<Email> _____

Notice shall be deemed to be received on the fifth day following posting.

9. **Attorney's Fees and Costs**

If either party is found by a court to have breached this License, the other party may recover reasonable attorney's fees and cost of litigation. Prior to the institution of any litigation, the parties have the contractual duty to in good faith attempt to resolve any controversy hereunder at the least possible expense.

10. **Counterparts**

This License may be executed in one or more identical counterparts, and all counterparts so executed shall constitute one agreement which shall be binding on all of the parties.

11. **Compliance with Statutes**

The City states that it has complied with the requirements of New Mexico Statutes and the Hobbs Municipal Code and has authorization to License the right of way.

12. **Governing Laws**

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.

13. **Indemnification**

Licensee shall save and hold harmless, indemnify and defend the City of Hobbs, its elected officials, employees and agents, in their official and individual capacities, of and from any and all liabilities, claims, losses, or damages arising out of or alleged to arise out of or indirectly connected with the negligent operations of Licensee under this License, or arising out of the negligence of any agent, contractor or subcontractor of Licensee.

14. **Environmental**

A. Licensee shall release, defend, indemnify and hold harmless City from and against any and all Claims: (a) to the extent such Claims arise out of or relate to the negligence or willful misconduct of Licensee its employees, contractors, agents or invitees; and/or (b) arising from or related to Hazardous Materials or Hazardous Materials Contamination, including any release or threatened release of Hazardous Materials, the use, generation, handling, storage, management, treatment or disposal of Hazardous Materials, or compliance with any Environmental Laws related to Hazardous Materials, to the extent such Claims arise directly out of Licensee's occupancy or use of the Licensed right of way(s) and Licensee's use of Hazardous Materials in the ordinary course of Licensee's activities on the Licensed right of way(s) during the License Term; and/or (c) arising directly from Licensee's failure to comply with any Environmental Laws applicable to Licensee's use or occupancy of the Licensed right of way(s) during the License Term.

B. At the completion of the Term, Licensee, at its own cost, shall cause to be conducted a Phase I Environmental Assessment of the Licensed right of way(s), and as necessary, a Phase II environmental assessment of the Licensed right of way(s), and a copy of all written reports issued in connection with such assessments shall be given to the City within a reasonable time after finalization of said assessments.

C. If required by the Environmental Assessments, or any applicable laws and/or regulations, Licensee will, at its own expense, cleanup and/or remediate any and all contamination attributable to Licensee as defined by the environmental site assessments referenced above. Any required cleanup and/or remediation shall be done in accordance with the indemnity provisions contained within this agreement. Any cleanup and/or remediation will be conducted by Licensee to an industrial standard in accordance with all New Mexico Environment Department rules and regulations.

15. **Amendment & Assignment**

This License shall not be altered, changed or amended except by written instrument executed by the City and Licensee. This License may not be assigned without the prior written consent of the City, which may be granted or withheld at its sole discretion.

16. **Waiver**

No waiver of any breach or default by Licensee of any of the terms, conditions or covenants of this License shall be held to be a waiver of any subsequent breach. No waiver shall be valid or binding unless the same is in Writing and signed by City.

17. **Termination**

This agreement shall be terminated on the termination date of the License Term or Extended Term, or by either party giving 120 day written notification. Grantor's termination of License shall entitle the Licensee to a refund of the pro-rata License fee, if any, paid within the period of the termination. Upon termination, Licensee shall remove all improvements and restore the premises unless otherwise agreed.

18. **Permits**

The use terms of this License for the Licensed right of way(s) have been written according to the needs of the Licensee. Licensee is responsible at its expense to apply for other City permits, including if necessary a City Building Permit, City Business Registration or Work Permits. Licensee is also responsible at its expense to apply for other necessary permits from the State of New Mexico.

19. **Representations and Certifications Made As A Part Of This License**

A. The City represents and warrants to the Licensee that the following shall be true and correct, as of the date hereof and as of the date of commencement:

- 1) The City shall manage the public's right of ways as per MC 12.01 as may be amended from time to time.
- 2) There are no public improvements which are contemplated within the Licensed right of way(s) that have not been disclosed to the Licensee.
- 3) To the best knowledge of the City as of the date hereof, the following statement is made regarding the Licensed right of way(s):
 - a) There has been no release of any Hazardous Materials in, on or about the Licensed right of way(s). The City has not received notice from any governmental authority of the release or presence of any Hazardous Materials.

B. The Licensee represents and warrants to the City that the following shall be true and correct, as of the date hereof and as of the date of commencement:

- 1) The License Agreement is designed for the purpose of installing one (1) underground pipeline not to exceed three inches (3") in nominal internal pipe Diameter, for the transportation of produced water.

20. **Entire Agreement**

This License represents the entire agreement and there are no other agreements or understandings oral or otherwise that are binding the parties concerning this License.

IN WITNESS WHEREOF, City and Licensee have executed this License as of the date first written above.

CITY OF HOBBS

HILCORP ENERGY I, L.P.

Sam D. Cobb, Mayor

By:

Its: _____

(SEAL)

ATTEST:

APPROVED AS TO FORM:

Jan Fletcher, City Clerk

Medjine Desrosier-Douyon,
Deputy City Attorney

PROPOSED PIPELINE PLAT
SECTION 2, T-20-S, R-38-E, N.M.P.M., LEA COUNTY, NEW MEXICO
EXHIBIT A

SHEET 1 OF 3



NAD 83
NEW MEXICO, EAST ZONE,
U.S. SURVEY FT.



CERTIFICATION:
This is to certify that this plat and the survey on which it is based were made by me or those under my direct supervision, and meets the Professional and Technical Standards for The State of New Mexico.

P.O.T. Point of Terminus

P.O.B. Point of Beginning


WERTA FED - PRODUCED WATER PIPELINE
PROPOSED 30' PIPELINE EASEMENT
Section 2, T-20-S, R-38-E, N.M.P.M.
Lea County, New Mexico



Clinton P. Lovell 05-05-2025

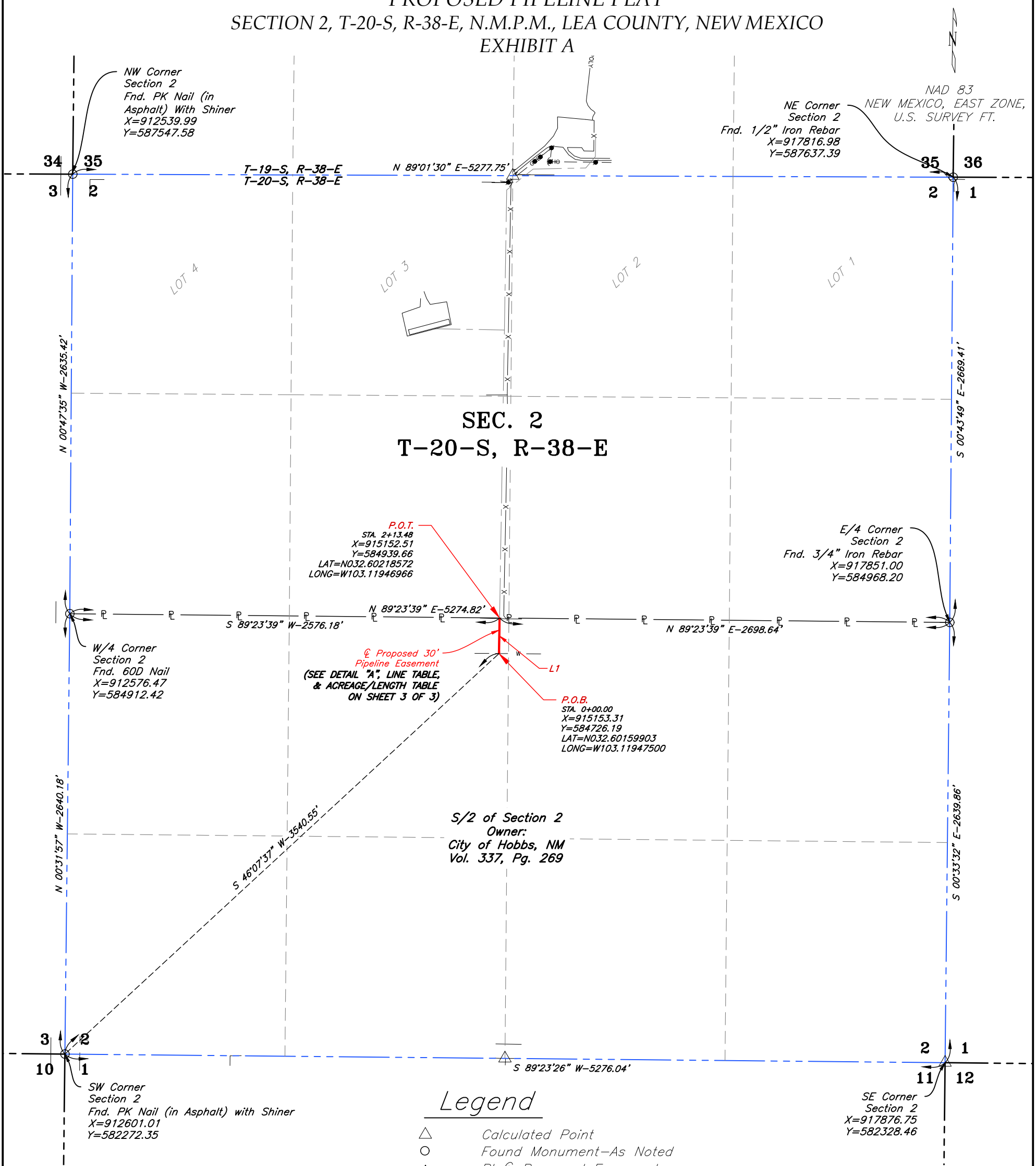
Clinton P. Lovell, PS
NM Reg. No. 29050

Should any discrepancies be discovered please notify us immediately.

0	05/05/2025	MVF	Issued for Use
No.	Date	By	Description
 NTBA			
SURVEY. DESIGN. BUILD. SUCCEED.			
NTB ASSOCIATES, INC.			
525 Louisiana Avenue, Shreveport, LA 71101			
318.226.9199 www.ntbainc.com			
TX Firm Surv. License: 10118400 Exp. 12/31/2025			
TX Firm Eng. License: F-955 Exp. 09/30/2025			
Drawn By: MVF 05/05/2025		Checked By: CPL 05/05/2025	
Drawing # 25022013-A-200		Last Site Visit: 04/29/2025	
		Scale: 1"=600'	
		Rev. 0	

PROPOSED PIPELINE PLAT
SECTION 2, T-20-S, R-38-E, N.M.P.M., LEA COUNTY, NEW MEXICO
EXHIBIT A

SHEET 2 OF 3




CERTIFICATION:
This is to certify that this plat and the survey on which it is based were made by me or those under my direct supervision, and meets the Professional and Technical Standards for The State of New Mexico.



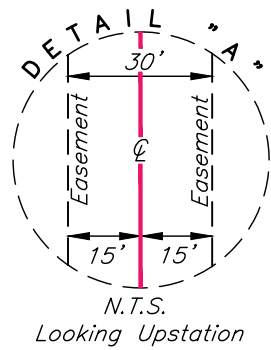
Clinton P. Lovell, PS
NM Reg. No. 29050
Date

Should any discrepancies be discovered please notify us immediately.

- NOTES:**
- THIS PLAT AND THE SURVEY IT IS BASED ON DOES NOT CONSTITUTE AN:
A.) ENVIRONMENTAL ASSESSMENT.
B.) WETLANDS DETERMINATION.
C.) SUBSURFACE DETERMINATION.
D.) BOUNDARY SURVEY
 - COORDINATES AND BEARINGS AS SHOWN ARE GRID AS DERIVED FROM GPS OBSERVATIONS AS REDUCED BY NATIONAL GEODETIC SYSTEM OPUS, AND ARE BASED ON STATE PLANE COORDINATES FOR THE NEW MEXICO EAST ZONE, U.S. SURVEY FEET.
 - THAT A THIS LEGAL DESCRIPTION OF EVEN SURVEY DATE ACCOMPANIES THIS PLAT.

0	05/05/2025	MVF	Issued for Use
No.	Date	By	Description
		NTB ASSOCIATES, INC. 525 Louisiana Avenue, Shreveport, LA 71101 318.226.9199 www.ntbainc.com TX Firm Surv. License: 10118400 Exp. 12/31/2025 TX Firm Eng. License: F-955 Exp. 09/30/2025	
SURVEY. DESIGN. BUILD. SUCCEED.			
<i>WERTA FED - PRODUCED WATER PIPELINE PROPOSED 30' PIPELINE EASEMENT Located in Section 2, T-20-S, R-38-E, N.M.P.M. Lea County, New Mexico</i>			
Drawn By: MVF 05/05/2025		Checked By: CPL 05/05/2025	
Drawing # 25022013-A-200		Last Site Visit: 04/29/2025	
		Scale: 1"=600'	
		Rev. 0	

PROPOSED PIPELINE PLAT
SECTION 2, T-20-S, R-38-E, N.M.P.M., LEA COUNTY, NEW MEXICO
EXHIBIT A



PROPOSED PIPELINE		
Line #	Bearing	Length
L1	N00°12'47"W	213.48'

ACREAGE/LENGTH TABLE		
FEET	RODS	PERM. ACRES
213.48	12.94	0.147

PROPOSED 30' PIPELINE EASEMENT
A 0.147 Acre tract of land being a Proposed 30' Pipeline Easement located in Section 2, T-20-S, R-38-E N.M.P.M., Lea County, New Mexico, being 15' each side of the following described centerline:

BEGINNING at a point (X=915153.31, Y=584726.19, NAD 83, New Mexico East Zone, U.S. Survey FT.) in the South part of said Section 2, from which point a found PK Nail (in Asphalt) with Shiner at the Southwest Corner of Section 2 bears S 46°07'37" W 3540.55';

Thence N 00°12'47" W 213.48' to the Point of Terminus on the North line of the South half said Section 2, having 213.48 feet or 12.94 rods in length and containing 0.147 Acres of Land.


CERTIFICATION:
This is to certify that this plat and the survey on which it is based were made by me or those under my direct supervision, and meets the Professional and Technical Standards for The State of New Mexico.



Clinton P. Lovell 05-05-2025
Clinton P. Lovell, PS
NM Reg. No. 29050
Date

- NOTES:**
- THIS PLAT AND THE SURVEY IT IS BASED ON DOES NOT CONSTITUTE AN:
A.) ENVIRONMENTAL ASSESSMENT.
B.) WETLANDS DETERMINATION.
C.) SUBSURFACE DETERMINATION.
D.) BOUNDARY SURVEY
 - COORDINATES AND BEARINGS AS SHOWN ARE GRID AS DERIVED FROM GPS OBSERVATIONS AS REDUCED BY NATIONAL GEODETIC SYSTEM OPUS, AND ARE BASED ON STATE PLANE COORDINATES FOR THE NEW MEXICO EAST ZONE, U.S. SURVEY FEET.
 - THAT A PLAT OF EVEN SURVEY DATE ACCOMPANIES THIS LEGAL DESCRIPTION.

Should any discrepancies be discovered please notify us immediately.

0	05/05/2025	MVF	Issued for Use
No.	Date	By	Description
		NTB ASSOCIATES, INC. 525 Louisiana Avenue, Shreveport, LA 71101 318.226.9199 www.ntbainc.com TX Firm Surv. License: 10118400 Exp. 12/31/2025 TX Firm Eng. License: F-955 Exp. 09/30/2025	
SURVEY. DESIGN. BUILD. SUCCEED.			
<i>WERTA FED - PRODUCED WATER PIPELINE PROPOSED 30' PIPELINE EASEMENT Located in Section 2, T-20-S, R-38-E, N.M.P.M. Lea County, New Mexico</i>			
Drawn By: MVF 05/05/2025		Checked By: CPL 05/05/2025	
Drawing # 25022013-A-200		Last Site Visit: 04/29/2025	
		Scale: 1"=600'	
		Rev. 0	



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
July 7, 2025

SUBJECT: Resolution No. 7640 - Appropriating Funding and Authorizing the Mayor to Execute a Professional Services Agreement with the Economic Development Corporation of Lea County for FY 25-26

DEPT OF ORIGIN: Legal

DATE SUBMITTED: 6/27/2025

SUBMITTED BY: Medjine Desrosiers-Douyon, Deputy City Attorney

Summary:

This Resolution appropriates funding to the Economic Development Corporation (EDC) of Lea County and authorizes the Mayor to execute a professional services agreement that encompasses all funding by the City to the EDC.

The funding lines are:

Operating	\$240,000.00	
Special Projects	\$50,000.00	
Retail Recruitment	\$25,000.00	
Fly Hobbs Campaign	\$200,000.00	(Lodgers' Tax)
Airline Subsidy	\$2,720,982.00	(Lodgers' Tax \$225,000)
Public Charter Air Service Subsidy	\$1,000,000.00	
TOTAL	\$4,235,982.00	

This Professional Services Agreement would be a one-year agreement and would include funding for the airline subsidy to maintain commercial jet and public charter air services to and from Hobbs, New Mexico. Funding for the commercial jet and public charter air services are jointly shared between the City of Hobbs and Lea County.

Fiscal Impact:

Total fiscal impact would be \$4,235,982.00. A budgetary adjustment of \$241,385.50 will need to be added to the final 2026 budget (upon approval by the City Commission and DFA). There will also need to be a 2026 final budget revenue adjustment of \$500,000.00 to account for the MOU payment from Lea County.

Attachments:

RESOLUTION PSA with EDC Airline (FY25-26)

PSA w Economic Development Corporation of Lea County FY 25-26. FINAL

Recommendation:

The Commission should consider passing the Resolution.

Approved By:

Medjine Desrosiers-Douyon, Deputy City Attorney	6/30/2025
Toby Spears, Finance Director	6/30/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	6/30/2025
Manny Gomez, City Manager	6/30/2025

CITY OF HOBBS

RESOLUTION NO. 7640

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH ECONOMIC DEVELOPMENT
CORPORATION OF LEA COUNTY FOR FY 25-26

WHEREAS, the Economic Development Corporation of Lea County (EDC) agrees to negotiate and obtain a jet airline service to and from Hobbs, NM; and

WHEREAS, the City of Hobbs and Lea County will provide Airline Subsidy funding up to \$2,495,982.00 each pursuant to a Memorandum of Understanding between the City of Hobbs and Lea County; and

WHEREAS, the City of Hobbs and Lea County will provide Public Charter Air Service Subsidy funding up to \$500,000.00 each pursuant to a Memorandum of Understanding between the City of Hobbs and Lea County

WHEREAS, the City of Hobbs and EDC agree that \$200,000.00 is needed to effectively market the airline through the Fly Hobbs campaign, this amount was approved as an appropriate Lodger's Tax allocation via resolution pursuant to the Hobbs Municipal Code Section 3.08.145(2)(b) ; and

WHEREAS, the EDC has negotiated a provision that the airline provides competitive fees for regional destination points and seeks expansion of the service where possible; and

WHEREAS, the City seeks to allocate funding to the EDC for operations, special projects, and retail recruitment in the amount of \$315,000.00, in addition to the airline funding previously discussed herein; and

WHEREAS, the parties seek to enter into a single agreement that encompasses all funds allocated to EDC from the City of Hobbs for FY 25-26.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor be and is hereby directed to execute a Professional Services Agreement with Economic Development Corporation of Lea County for FY 25-26 as follows:

Economic Development Corporation of Lea County	Amount Approved	
Operating	\$240,000.00	
Special Projects	\$50,000.00	
Retail Recruitment	\$25,000.00	
Fly Hobbs Campaign	\$200,000.00	(Lodgers' Tax)
Airline Subsidy	\$2,720,982.00	(Lodgers' Tax \$225,000)
Public Charter Air Service Subsidy	\$1,000,000.00	
TOTAL	\$4,235,982.00	

PASSED, ADOPTED AND APPROVED this 7th day of July, 2025.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

PROFESSIONAL SERVICES AGREEMENT
CITY OF HOBBS – ECONOMIC DEVELOPMENT CORPORATION OF LEA
COUNTY

FY 2025-2026

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

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

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

NOW THEREFORE, the City of Hobbs (hereinafter referred to as "City") and Economic Development Corporation of Lea County (hereinafter referred to as "Contractor") and hereby do agree as follows:

1.0 SCOPE OF SERVICES

1.1 CONTRACTOR will provide the following services:

- 1.1.1 Promote the economic and general welfare of all citizens of the City of Hobbs;
- 1.1.2 Actively solicit new business and industry to Hobbs, New Mexico, and the vicinity;
- 1.1.3 Work to retain existing businesses and their growth;
- 1.1.4 Furnish technical services pertaining to all economic and industrial development matters;
- 1.1.5 Provide economic and quality of life benefits to our community through increased industrial and retail attraction;
- 1.1.6 Improve the services and resources to retain and expand existing area businesses;
- 1.1.7 Attract desperately needed workforce to our area through an organized and

targeted marketing campaign;

1.1.8 Continue to build rapport with state and national leaders to influence policy that impacts our community;

1.1.9 Improve the value of membership and engagement of cornerstone business leaders;

1.1.10 Develop better qualified and trained staff who provide leadership in the economic development field;

1.1.11 Provide the services of continuing non-stop commercial airline jet services to and from Hobbs, New Mexico;

1.1.12 Recruit retail establishments to Hobbs, New Mexico;

1.1.13 Perform such other related services as are deemed appropriate;

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

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

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

2.0 COMPENSATION

2.1 City shall pay CONTRACTOR a sum of TWO HUNDRED AND FORTY THOUSAND DOLLARS (\$240,000.00) for services rendered under this Agreement for operating expenses. The aforesaid amount shall be paid in quarterly installments of \$60,000.00, payable at the end of each quarter after the services contracted for are actually rendered. The first such payment shall be due on or after October 1, 2025; the second shall be due on or after January 1, 2026; the third payment on or after April 1, 2026; and the last payment on or after June 1, 2026. CONTRACTOR shall submit invoices to the City of Hobbs ten (10) days prior to payment dates and shall be sent to City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Finance Department.

2.2 City shall pay CONTRACTOR a sum not to exceed FIFTY THOUSAND DOLLARS (\$50,000.00) for special projects on a reimbursement basis as specified and approved by the Hobbs City Commission. CONTRACTOR shall submit invoices to City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Finance Department.

2.3 City shall pay CONTRACTOR a sum not to exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) for retail recruitment on a reimbursement basis as specified and approved

by the Hobbs City Commission. CONTRACTOR shall submit invoices to City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Finance Department.

2.4 City shall pay Contractor a sum not to exceed ONE MILLION DOLLARS (\$1,000,000.00) for public charter air service by a public charter operator, to and from Hobbs, New Mexico.

2.5 City agrees that its obligation (MRG cap) pursuant to the contract between CONTRACTOR and the commercial airline shall be TWO MILLION, SEVEN HUNDRED AND TWENTY THOUSAND, NINE HUNDRED, AND EIGHTY TWO DOLLARS (\$2,720,982.00) (sum outlined as follows: \$2,495,982.00 from the general fund and \$225,000.00 from Lodgers' Tax Fund) for providing and maintaining non-stop commercial airline jet service to and from Hobbs, New Mexico. CONTRACTOR shall submit invoices and appropriate documentation for services rendered to the City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Finance Department.

2.6 As an express condition to payment outlined in Section 2.1 above, CONTRACTOR shall submit written quarterly reports to the City Manager ten (10) days prior to the following anticipated payment dates: October 1, 2025; January 1, 2026; April 1, 2026; and June 1, 2026. The reports shall include an overview of the services CONTRACTOR provided pursuant to the agreement during the previous quarter. CONTRACTOR shall make a presentation to the Hobbs City Commission on their second meeting in January 2026 to report all services rendered under this Agreement. CONTRACTOR shall provide ongoing reports to the City Manager regarding retail economic development and recruitment initiatives being funded by this Agreement.

2.7 CONTRACTOR has requested at least TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) in Lodger's Tax funding for the marketing of FlyHobbs. Approval of Lodger's Tax funding will be made by the City Commission by vote in an open meeting pursuant to the Hobbs Municipal Code Section 3.08.145(2)(b). CONTRACTOR shall spend the Lodger's Tax fund amount approved by the City Commission on the marketing of FlyHobbs.

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

3.0 TERM AND TERMINATION

3.1 This Agreement for services is to cover City's fiscal year, beginning July 1, 2025, and ending June 30, 2026. CONTRACTOR shall not be entitled to future contracts or other funding in future fiscal years by virtue of entering into this Agreement.

3.2 This Agreement may be terminated by either party, with or without cause, upon thirty (30) days advanced written notice to the other. In the event of termination, City shall submit payment, for all services rendered up to the final date outlined in the written notice. Partial

performance in a given quarter shall not entitle CONTRACTOR to full payment of the quarterly installment outlined in Section 2.1 herein.

4.0 INSURANCE

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

5.0 MISCELLANEOUS PROVISIONS

5.1 CONTRACTOR shall timely notify City of any change as to its principal place of business, the identity of all its directors, officers and members, any change of its corporate status, any change of its tax-exempt status with the Internal Revenue Service, any change in programming and any pending litigation or asserted claims or any other matter that might affect the continued rendition of services to City residents under this Agreement.

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

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

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

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

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

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

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

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

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

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

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

By: _____
SAM D. COBB, Mayor

By: _____
JAN FLETCHER, City Clerk

By: _____
TOBY SPEARS, Finance Director

ATTEST:

ECONOMIC DEVELOPMENT CORPORATION OF LEA COUNTY

By: _____
JENNIFER GRASSHAM, President & CEO

By: _____
BRADLEY BISHOP, Chairman

APPROVED AS TO FORM:

MEDJINE DESROSIERS-DOUYON, Deputy City Attorney



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
July 7, 2025

SUBJECT: Consideration of Approval of Bid #1620-25 for CORE Pool Improvements and Recommendation to Accept the Bid of Custom Concrete Coatings of Las Cruces, New Mexico, in the Amount of \$296,802.50

DEPT OF ORIGIN: Recreation

DATE SUBMITTED: 6/10/2025

SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

Bid #1620-25 was sent to twenty-one (21) vendors on March 3, 2025. Scope of work included repairing the deck in the Competition Pool and Leisure Pool and repairs to the slide tower and slide tower steps. One (1) bid was received prior to the April 3, 2025, deadline. Total bid amount was \$296,802.50, not including NMGR. The bidder, Custom Concrete Coatings, previously completed the deck repairs in the CORE's Therapy Pool.

Fiscal Impact:

Total bid amount including NMGR is \$316,280.50. Current funds in the CORE's Building Improvements object code (16-4016-43013) total \$53,285. To fund this bid, \$263,000.00 will be requested for this same object code in the FY26 Final Budget. Repairs should begin in mid-August once NMDF has approved the FY26 Final Budget. The bidder has agreed to honor the bid amount until that time.

Attachments:

Bid Tab - Bid #1620-25

Recommendation:

Staff recommends awarding Bid #1620-25 for CORE Pool Improvements to Custom Concrete Coatings of Las Cruces, NM.

Approved By:

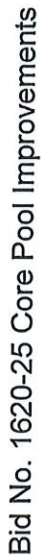
Doug McDaniel, Recreation Director	6/11/2025
Toby Spears, Finance Director	6/25/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	6/26/2025
Manny Gomez, City Manager	6/30/2025

BID SUMMARY

BID/PROPOSAL NO. # 1620-25

FURNISH CORE Pool Improvements

BIDDER	Custom Concrete Coatings			
NM CONTRACTORS LICENSE				
BID BOND				
ADDENDUMS				
BID FORM	✓			
SUBCONTRACTORS LIST				
RESIDENT BIDDERS PREFERENCE NO.	✓			
VETERANS PREFERENCE	✓			
CAMPAIGN CONTRIBUTION FORM	✓			
NON-COLLUSION AFFIDAVIT	✓			
RELATED PARTY DISCLOSURE FORM	✓			
CERTIFICATION REGARDING DEBARMENT	✓			
BASE BID TOTAL				
ALTERNATE 1				
ALTERNATE 2				
ALTERNATE 3				
ALTERNATE 4				
TOTAL	297,000			



BID OPENING SIGN-IN SHEET

City of Hobbs, City Hall, Engineering Conference Room
April 7th 2025 2:00 p.m.

[illegible]

CORE POOL IMPROVEMENTS

TO: The City of Hobbs, New Mexico

Date: April 5, 2024

Bid of _____

A) A Corporation under the laws of the State of New Mexico; or

B) A partnership consisting of _____; or

C) An individual trading as _____

The undersigned bidder, pursuant to the foregoing "Notice to Bidders", has carefully examined the instructions to Bidders, this bid form and the Detailed Specifications.

Veterans Preference Number

Custom Concrete Coatings
Company Name

Resident Preference Number

BY: [Signature]
Jorge A. Ceballos
Type or Print Name

1005 Sable Circle
Address

496-3629
(575) 642-
Telephone Number

Las Cruces, NM 88001
City State Zip

SECRETARY [Signature]

NOTE: To be valid, bid must be signed. The signature of a corporation is its president, or an authorized vice president, attested by the secretary. A signature of a partnership must be a valid partner.

If applicable - bidder acknowledges receipt of the following AMENDMENT(S):

Amendment No: _____ Dated: _____ Amendment No.: _____ Date: _____

Amendment No: _____ Dated: _____ Amendment No.: _____ Date: _____

BID TABULATION SHEET

Item No.	Item	Total
1	Videotaping and documentation of existing structure and equipment associated with the Competition and Leisure Pools. Identify and document existing damages prior to work.	\$5940
2	Removal of existing deck surface and surface preparation of Competition Pool deck concrete subsurface. Cleaning of subsurface and the application of vapor barrier, basecoat, texture overlay, and solar reflective sealer.	\$103,950
3	Removal and disposal of Competition Pool deck material and debris under Item #2 only.	\$ 11,880
4	Removal of existing deck surface and surface preparation of Leisure Pool deck concrete subsurface. Cleaning of subsurface and the application of vapor barrier, basecoat, texture overlay, and solar reflective sealer.	\$ 103,950
5	Removal of existing grout and surface preparation of concrete on Leisure Yellow Slide. Cleaning of subsurface, application of vapor barrier, basecoat, texture overlay of stair treads and landings, application of sealer.	\$59,400
6	Removal and disposal of Leisure Pool deck material, stairway material, and debris under Items #4 and #5 only.	\$ 11,880
	Grand Total	\$297,000

INSURANCE CERTIFICATE

<<<This sheet shall be replaced with the Certificate of Insurance>>

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s)

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature _____

Date _____

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature 

4/5/2025
Date

Owner
Title (Position)

Resident Veterans Preference Certification

Custom Concrete Coatings (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

☒ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime."


(Signature of Business Representative)

4/5/2025
(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

Please include copy of Certification

NON-COLLUSION AFFIDAVIT

STATE OF New MexicoCity OF Las CrucesJorge A. Ceballos (name) being first duly sworn, deposes andsays that he/she is (title) Ownerof (organization) Custom Concrete Coatings

who submits herewith to the City of Hobbs, a bid/proposal:

That all statements of fact in such bid/proposal are true;

That said proposal/bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

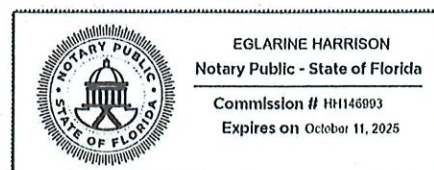
That said proposer/bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Hobbs, or of any proposer/bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of bid/proposal, said bidder/proposer;

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his/her proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual group of individuals, except that City of Hobbs, or to any person or persons who have a partnership or other financial interests with said proposer/bidder in his/her business.

By: Jorge A CeballosTitle: Owner

STATE OF FLORIDA, COUNTY OF PALM BEACH

SUBSCRIBED and sworn to before me this 6th day of April, 20 25 by Jorge A Ceballos.
He/She/They is/are Personally Known OR X Produced DRIVER'S LICENSE, as identification.Notary Public: Eglarine HarrisonMy Commission Expires: 10/11/2025

Notarized remotely online using communication technology via Proof.

RELATED PARTY DISCLOSURE FORM**(Bidders and Proposers only)**

1. Are you indebted to or have a receivable from any member of the City of Hobbs Commissioners, administration officials, department heads, and key management supervisors with the City of Hobbs?
YES ☒ NO
-
2. Are you, or any officer of your company related to any member of the City of Hobbs Commissioners, administration officials, department heads, key management supervisors of the City of Hobbs and have you had any of the following transactions since January 1, 2017 to which City of Hobbs was, is to be, a party?
Sales, Purchase or leasing of property? YES ☒ NO
Receiving, furnishing of goods, services YES ☒ NO
or facilities?
Commissions or royalty payments? YES ☒ NO
-
3. Does any member of the City Commission; administration officials, department heads, key management supervisors with the City of Hobbs, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the City of Hobbs?
YES ☒ NO
-
4. At any time from January 1, 2017 through the present, did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the City Commission administration officials, department heads, key management supervisors with the City of Hobbs?
YES ☒ NO
-
5. Are you negotiating to employ or do you currently employ any employee, officer, or family member of an employee or officer for the City of Hobbs? No
-
6. Are you an employee of the City of Hobbs or a member of your family an employee of the City of Hobbs?
YES ☒ NO
-

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company

President Jorge A. Ceballos Date 4/5/2025
(Print Name and title): Jorge A. Ceballos / Owner

City of Hobbs
Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion

The Bidder/Proposer certifies, by submission of this bid/proposal, neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this submission of bid/proposal by any Federal, State or Local government. It further agrees by submitting this bid/proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/proposer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this bid/proposal submission

Failure to acknowledge the above conditions would render the Bid/Proposal non-responsive.

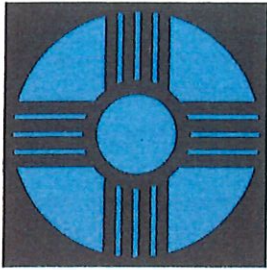
I acknowledge:

Company Name: Custom Concrete Coatings

Signature: 

Print Name: Jorge A. Ceballos

ESTIMATE



Prepared For

CORE Hobbs NM
4827 N Lovington Hwy
Hobbs, NM 88240
(575) 393-2673
(575) 397-9244

Custom Concrete Coatings

Las Cruces, NM 88001
Phone: (575) 496-3629
Email: customconcrete.jc@gmail.com

Estimate # 469

Date 04/06/2025

Description

Total

Competition Pool Deck Resurfacing	\$135,000.00
-----------------------------------	--------------

*Run scarifiers over entire concrete surface to remove all loose and delaminating concrete.

*Vaccum surface to pick up debri, then pressure wash surface. Let dry.

*Mask drains and walls.

*Roll a coat of WESTCOAT EC-15 Moisture Vapor Barrier, broadcast with quartz or sand, and let cure.

*Apply thick coat of WESTCOAT TC-1 scratch coat to level out surface and be used as a base coat and let dry.

*Apply WESTCOAT TC-3 knock down texture overlay and let dry.

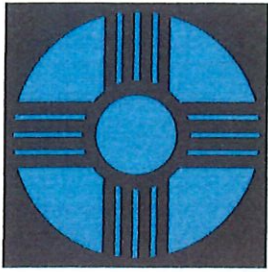
*Run a sanding screen over the entire textured surface to ensure no high spots or rough edges. Vaccum area after sanding.

*Apply 2 coats of concrete sealer. Color TBD.

Subtotal	\$135,000.00
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Total	\$135,000.00
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ESTIMATE



Prepared For

CORE Hobbs NM
4827 N Lovington Hwy
Hobbs, NM 88240
(575) 393-2673
(575) 397-9244

Custom Concrete Coatings

Las Cruces, NM 88001
Phone: (575) 496-3629
Email: customconcrete.jc@gmail.com

Estimate # 470
Date 04/06/2025

Description

Total

Leisure Pool and Slide Area	\$141,802.50
-----------------------------	--------------

- *Run scarifier over entire concrete surface to remove all loose and delaminating concrete.
- *Vaccum surface to pick up debri, then pressure wash surface. Let dry.
- *Mask drains and walls.
- *Roll a coat of WESTCOAT EC-15 Vapor barrier and let cure.
- *Apply thick coat of WESTCOAT TC-1 scratch coat to level out surface and be used as a base coat and let dry.
- *Apply WESTCOAT TC-3 knock down texture overlay and let dry.
- *Run a sanding screen over entire textured surface to ensure no high spots or rough edges.
- *Apply 2 coats of concrete sealer. Color TBD.

Slide Area	\$20,000.00
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- *Use a scissor lift to access high areas of slide.
- *Grind off both sides of stair case going to slides.
- *Pressure wash steps and let dry.
- *Apply MVB Moisture Vapor Barrier and let cure.
- *Apply WESTCOAT TC-2 smooth coat to side of steps and let cure.
- *Apply 2 coats of colored sealer

Subtotal	\$161,802.50
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Total	\$161,802.50
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CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
July 7, 2025

SUBJECT: Resolution No. 7641 - PUBLIC HEARING: Enforcing or Rescinding Resolution No. 7622 as it Applies to the Condemned Property Located at 1620 1/2 E. Dunn, Hobbs, New Mexico.

DEPT OF ORIGIN: Legal

DATE SUBMITTED: 6/24/2025

SUBMITTED BY: Amber Leija, Assistant City Attorney

Summary:

On May 19, 2025, the City Commission adopted Resolution No. 7622, finding the property located at 1620 1/2 E. Dunn, Hobbs, NM 88240, to be damaged, dilapidated, and a menace to public comfort, health, and safety, requiring remediation. Property owner Vivian Heckard filed a written objection to the condemnation of the property. Pursuant to Hobbs Municipal Code Section 8.24.040 and NMSA 1978, § 3-18-5, a condemnation hearing is scheduled to be held by the Commission to determine if Resolution No. 76222, as it applies to the specific property, should be enforced or rescinded.

Fiscal Impact:

The remediation of this property will cost approximately \$5,860.94. The estimated amount fits within the Code Enforcement Department's FY 2025 budget for professional services.

Attachments:

Resolution No. 7641 - Condemnation Hearing
Reso No. 7622 Condemnation 5-19-25
OBJECTION LETTER FROM VIVIAN HECKARD
condemnhrg44-amended

Recommendation:

Adopt the Resolution to enforce Resolution 7622 as it relates to the property located at 1620 1/2 E. Dunn, Hobbs, New Mexico.

Approved By:

Medjine Desrosiers-Douyon, Deputy City Attorney	6/25/2025
Toby Spears, Finance Director	6/25/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	6/26/2025
Manny Gomez, City Manager	6/30/2025

CITY OF HOBBS

RESOLUTION NO. 7641

A RESOLUTION ENFORCING/RESCINDING
RESOLUTION NO. 7622 AS IT APPLIES TO
THE PROPERTY AT 1620 ½ E. DUNN, HOBBS, NM 88240

WHEREAS, THIS Commission approved Resolution No. 7622 finding the structure at 1620 ½ E. Dunn, Hobbs NM 88240, was ruined, damaged, and dilapidated, and a menace to the public comfort, health and safety and requires remediation;

WHEREAS, Vivian Heckard timely filed a written objection; and

WHEREAS, THIS Commission has held a hearing on its Resolution; and

WHEREAS, THIS Commission has considered the evidence presented by Vivian Heckard against its Resolution as well as the evidence presented in favor of the Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that its Resolution No. 7622, as it applies only to the property at 1620 ½ E. Dunn, Hobbs, NM 88240, should be, and hereby is, enforced/rescinded.

PASSED, ADOPTED AND APPROVED this 7th day of July, 2025.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

CITY OF HOBBS

RESOLUTION NO. 7622

**A RESOLUTION DETERMINING THAT CERTAIN PROPERTIES THAT ARE
RUINED, DAMAGED AND DILAPIDATED, ARE A MENACE TO
PUBLIC COMFORT, HEALTH AND SAFETY AND REQUIRE
REMEDATION OR REMOVAL FROM THE MUNICIPALITY**

WHEREAS, pursuant to Section 8.24.010 of the Hobbs Municipal Code, and Section 3-18-5 NMSA as amended, the City has inspected the premises described in Attachment "A", attached hereto and incorporated herein by reference, and finds that the structure thereon are ruined, damaged, and dilapidated, are a menace to the public comfort, health and safety and requires removal from the municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the structures described in Attachment "A" are found to be ruined, damaged and dilapidated, are a menace to the public comfort, health and safety, and should be removed.

BE IT FURTHER RESOLVED that a copy of this Resolution be served on the owner, occupant or agent in charge of such premises; and that a copy of the same be published as required by law.

BE IT FURTHER RESOLVED that unless the owner, occupant or agent in charge of such premises, within ten (10) days from such service or posting and publication of this Resolution, has commenced removing such structures from the real property or has filed written objection with the City, the City shall cause the removal of such structures at the cost and expense of the property owner.

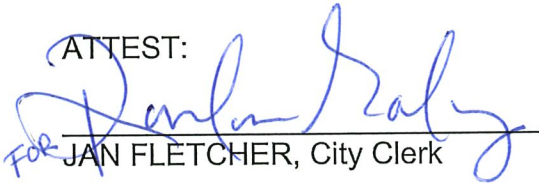
BE IT FURTHER RESOLVED that in cases where the City removes a structure so condemned, a lien shall be levied by the City against the real property involved in an amount equal to the reasonable cost of the services rendered, which lien may be foreclosed in default of satisfaction.

PASSED, ADOPTED AND APPROVED this 19th day of May, 2025



SAM D. COBB, Mayor

ATTEST:



JAN FLETCHER, City Clerk



Attachment A

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

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

	Hobbs, Lea County, NM *Lot Twenty-two (22), Block Three (3), Linda Vista Addition to the City of Hobbs, Lea County, New Mexico, as referenced on that certain Plat filed April 3, 1951.		Odessa, TX, 79761	
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5-22-25

To: Whom it may concern

I Vivian Heckard would like the opportunity to contest the condemning of my property, at 1620 1/2 E. Dunn.

I would like to ask the city for the chance to clean + fix my property and bring it back up to Standard and City Code.

I would like to ask the city if they would provide me with a extension + dumpsters. I am ^{Senior} disabled, and I am on a fixed ^{Citizen} income. But ~~if~~ I love my home and I would like a chance to fix + clean my property.

I raised my children + grandchildren here. This is the only place I ^{have to} call home. I would like thank you for the opportunity to submit this letter. If you have any questions please call me. (575) 602-0996

Sincerely Vivian Heckard.

Vivian Heckard

VIVIAN HECKARD

5-22-25

5-22-25

For an acknowledgment in an individual capacity:

State of New Mexico
County of Lea

This instrument was acknowledged before me on 22 day
of May, 2025, by: Vivian Heckard

Alondra Alexis Coss
Title of Office: Notary

RECEIVED

MAY 22 2025

OFFICE OF THE CITY CLERK
HOBBS, NEW MEXICO



STATE OF NEW MEXICO
NOTARY PUBLIC
ALONDRA ALEXIS COSS
COMMISSION #2000839
COMMISSION EXPIRES 09/29/2027

Vivian Heckard
2001 E. Clinton Apt I, 109
Hobbs N.M.

88240

575-6020996

AMENDED
NOTICE OF CONDEMNATION HEARING

Pursuant to Chapter 8.24.040 of the Hobbs Municipal Code, notice is hereby given that a hearing has been set before the Hobbs City Commission on **Monday, July 7, 2025, at 6:00 p.m.** in the City Commission Chamber, City Hall, 200 East Broadway, Hobbs, New Mexico, to consider all evidence for and against Resolution No. 7622 to determine if the resolution should be enforced or rescinded as to the following properties as to which written objections have been filed.

OWNER - MAILING ADDRESS

PROPERTY ADDRESS

Vivian Heckard (Owner)
2001 East Clinton, Apt. I-109
Hobbs, NM 88240

1620 ½ East Dunn

Howard Smith (son of owner)
2418 West Kansas St.
Hobbs, NM 88240

1005 Princess Jeanne

Tyrell Carpenter (occupant)
1005 Princess Jeanne
Hobbs, NM 88240

1005 Princess Jeanne

DATED this 25th day of June, 2025.

CITY OF HOBBS, NEW MEXICO



JAN FLETCHER, City Clerk

I hereby certify that a copy of the foregoing Amended Notice of Hearing was mailed via regular mail to the property owner(s) at the addresses listed above on this 25th day of June, 2025.



JAN FLETCHER, City Clerk



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
July 7, 2025

SUBJECT: Resolution No. 7642 - PUBLIC HEARING: Enforcing or Rescinding Resolution No. 7622 as it Applies to the Condemned Property Located at 1005 W. Princess Jeanne, Hobbs, New Mexico.

DEPT OF ORIGIN: Legal

DATE SUBMITTED: 6/25/2025

SUBMITTED BY: Amber Leija, Assistant City Attorney

Summary:

On May 19, 2025, the City Commission adopted Resolution No. 7622, finding the property located at 1005 W. Princess Jeanne, Hobbs, NM 88240, to be damaged, dilapidated, and a menace to public comfort, health, and safety, requiring remediation. Property occupant Tyrell Carpenter and Howard Smith, son of the property owner, filed a written objection to the condemnation of the property. Pursuant to Hobbs Municipal Code Section 8.24.040 and NMSA 1978, § 3-18-5, a condemnation hearing is scheduled to be held by the Commission to determine if Resolution No. 76222, as it applies to the specific property, should be enforced or rescinded.

Fiscal Impact:

The remediation of this property will cost approximately \$21,378.13. The estimated amount fits within the Code Enforcement Department's FY 2025 budget for professional services.

Attachments:

Resolution No. 7642 - Condemnation Hearing
Reso No. 7622 Condemnation 5-19-25
Objection Letters
condemnhrg44-amended

Recommendation:

Adopt the Resolution to enforce or rescind Resolution 7622 as it relates to the property located at 1005 W. Princess Jeanne, Hobbs, New Mexico.

Approved By:

Medjine Desrosiers-Douyon, Deputy City Attorney	6/25/2025
Toby Spears, Finance Director	6/25/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	6/26/2025
Manny Gomez, City Manager	6/27/2025

CITY OF HOBBS

RESOLUTION NO. 7642

A RESOLUTION ENFORCING/RESCINDING
RESOLUTION NO. 7622 AS IT APPLIES TO
THE PROPERTY AT 1005 W. Princess Jeanne, HOBBS, NM 88240

WHEREAS, THIS Commission approved Resolution No. 7622 finding the structure at 1005 W. Princess Jeanne, Hobbs, NM 88240, was ruined, damaged, and dilapidated, and a menace to the public comfort, health, and safety, and requires remediation;

WHEREAS, Howard Smith and Tyrell Carpenter timely filed a written objection; and

WHEREAS, THIS Commission has held a hearing on its Resolution; and

WHEREAS, THIS Commission has considered the evidence presented by Howard Smith and Tyrell Carpenter against its Resolution, as well as the evidence presented in favor of the Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that its Resolution No. 7622, as it applies only to the property at 1005 W. Princess Jeanne, Hobbs, NM 88240, should be, and hereby is, enforced/rescinded.

PASSED, ADOPTED AND APPROVED this 7th day of July, 2025

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

CITY OF HOBBS

RESOLUTION NO. 7622

**A RESOLUTION DETERMINING THAT CERTAIN PROPERTIES THAT ARE
RUINED, DAMAGED AND DILAPIDATED, ARE A MENACE TO
PUBLIC COMFORT, HEALTH AND SAFETY AND REQUIRE
REMEDATION OR REMOVAL FROM THE MUNICIPALITY**

WHEREAS, pursuant to Section 8.24.010 of the Hobbs Municipal Code, and Section 3-18-5 NMSA as amended, the City has inspected the premises described in Attachment "A", attached hereto and incorporated herein by reference, and finds that the structure thereon are ruined, damaged, and dilapidated, are a menace to the public comfort, health and safety and requires removal from the municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the structures described in Attachment "A" are found to be ruined, damaged and dilapidated, are a menace to the public comfort, health and safety, and should be removed.

BE IT FURTHER RESOLVED that a copy of this Resolution be served on the owner, occupant or agent in charge of such premises; and that a copy of the same be published as required by law.

BE IT FURTHER RESOLVED that unless the owner, occupant or agent in charge of such premises, within ten (10) days from such service or posting and publication of this Resolution, has commenced removing such structures from the real property or has filed written objection with the City, the City shall cause the removal of such structures at the cost and expense of the property owner.

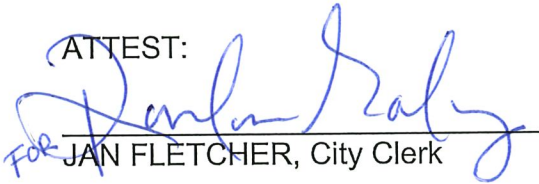
BE IT FURTHER RESOLVED that in cases where the City removes a structure so condemned, a lien shall be levied by the City against the real property involved in an amount equal to the reasonable cost of the services rendered, which lien may be foreclosed in default of satisfaction.

PASSED, ADOPTED AND APPROVED this 19th day of May, 2025



SAM D. COBB, Mayor

ATTEST:



JAN FLETCHER, City Clerk



Attachment A

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

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

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

June 2, 2025.

To Jessica Silva

Community Services Superintendent

RECEIVED

JUN 2 2025

OFFICE OF THE CITY CLERK
HOBBS, NEW MEXICO

My name is Howard Smith the son of Billie Joe Reno. I just got this information bout a resolution to destroy the property at 1005 Princes Jeane , Hobbs New Mexico. I am the sole closest living air of the property. I do not agree with your resolution. I have not seen where the Property was falling down and menace to the citizens of Hobbs as was stated in your resolution. I have pitchers of Homes around the property at 10005 Princes Jeane. I have around 25 pitchers of homes that are falling down and Hobbs city government has done nothing about them. Before anything is done to the property at Princess Jean. I would like to see a city citation on the property since the one in 2024 .That was corrected. I would request a trial by court with Jury trial. Since Hobbs violates people constitutional rights. Equal treatment under the law. Which Hobbs simply does not. I want to know who did a inspection saying the property was falling down and a danger to the public. If you went on the property .You criminally Trespassed.

If anything is done to the property before we get this straighten out . I Will sue the hell out of Hobbs

Tyrell is living in the home and has been working on it.

Howard W Smith

2418 West Kansas St.

Hobbs New Mexico. 88242

RECEIVED

MAY 22 2025

OFFICE OF THE CITY CLERK
HOBBS, NEW MEXICO

May 21 2025

Tyrell Carpenter
1005 Princess Jean 88241

Sam Cobb
Mayor of City of Hobbs

On Resolution No 7622 Dated 19th of May 19 2025. I Tyrell Carpenter live at the Address ¹⁰⁰⁵ 2005 Princess Jeanne . I disagree with the resolution that was adopted by the city. 1st no one from the City was on the Property to inspect the House to determine that is a safety hazard to public. 1st it is completely fenced off and is posted No Trespassing. I would like to see the report that the city relied on and the certifications of the person issuing said report. Where was a warning about this before the resolution was adopted . I have been working on the house. I do not agree with it and do not like the intimidation . If the city try's to trespass and tear down this house I will sue the city. I think we better have a court hearing before you or the city tries this. You and the city of Hobbs are not God . If you try to just seize the property in a resolution without due process is a violation of my constitution rights unless the city wants to pay a fair market value to me. It seems like the city is running a Ponzi scheme. Trying to make money for their buddy's. you and your city employees do not treat every.one the same. There is homes that are trashy and windows are knocked out and wide open to the public access and the city has been ignoring and continue to do so by your own resolution. That just picks out specified property's . There are people living in homes without water or electricity and yet the city does nothing.

Tyrell Carpenter

[Type the company name]

AMENDED
NOTICE OF CONDEMNATION HEARING

Pursuant to Chapter 8.24.040 of the Hobbs Municipal Code, notice is hereby given that a hearing has been set before the Hobbs City Commission on **Monday, July 7, 2025, at 6:00 p.m.** in the City Commission Chamber, City Hall, 200 East Broadway, Hobbs, New Mexico, to consider all evidence for and against Resolution No. 7622 to determine if the resolution should be enforced or rescinded as to the following properties as to which written objections have been filed.

OWNER - MAILING ADDRESS

PROPERTY ADDRESS

Vivian Heckard (Owner)
2001 East Clinton, Apt. I-109
Hobbs, NM 88240

1620 ½ East Dunn

Howard Smith (son of owner)
2418 West Kansas St.
Hobbs, NM 88240

1005 Princess Jeanne

Tyrell Carpenter (occupant)
1005 Princess Jeanne
Hobbs, NM 88240

1005 Princess Jeanne

DATED this 25th day of June, 2025.

CITY OF HOBBS, NEW MEXICO



JAN FLETCHER, City Clerk

I hereby certify that a copy of the foregoing Amended Notice of Hearing was mailed via regular mail to the property owner(s) at the addresses listed above on this 25th day of June, 2025.



JAN FLETCHER, City Clerk



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
July 7, 2025

SUBJECT: Resolution No. 7643 - Approving the Final Plat for the Gordon Lucht Estate Tract B Subdivision

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 6/26/2025

SUBMITTED BY: Todd Randall, Assistant City Manager

Summary:

The Planning Board reviewed the Subdivision of Gordon Lucht Estate Subdivision Tract B and approved 5-0 with the following conditions. The future projection of Temple Street is to be dedicated to the City of Hobbs as part of the subdivision of land, and the Planning Board recommended differing the requirements to build the street, water and sewer, as part of the subdivision. In exchange, the development of the remaining lots would not be eligible for the housing incentive program.

Fiscal Impact:

The City may be partially responsible for the improvements of Temple St in future or a possible development agreement with adjacent property owners.

Attachments:

RESO - gordon lucht final subdivision
25120_LOPEZ SUBD_06-26-25

Recommendation:

Consider the Approval of the Tract B - Gordon Lucht Estate Redivision

Approved By:

Todd Randall, Assistant City Manager	6/30/2025
Toby Spears, Finance Director	6/30/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	6/30/2025
Manny Gomez, City Manager	6/30/2025

CITY OF HOBBS

RESOLUTION NO. 7643

A RESOLUTION TO APPROVE THE FINAL PLAT FOR THE GORDON LUCHT ESTATE TRACT B SUBDIVISION, AS RECOMMENDED BY THE PLANNING BOARD.

WHEREAS, Jaime Lopez Ruvalcaba has submitted a Final Plat for the Gordon Lucht Estate Tract B Subdivision for review by the City Planning Board; and

WHEREAS, the subdivision Final Plat was reviewed and approved by the Hobbs Planning Board at the June 24th, 2025; and

WHEREAS, the Final Plat for the Gordon Lucht Estate Tract B Subdivision was reviewed and found compliant with MC Title 16 by the City of Hobbs Planning Board and all public infrastructure is in place to service the proposed lots; and

WHEREAS, the property owner has agreed to dedicate the necessary right of way for the future projection of Temple St.; and

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

1. The City of Hobbs hereby grants Final Plat Approval to the for the Gordon Lucht Estate Tract B Subdivision as recommended by the Planning Board; and

2. The City officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 7th day of July, 2025.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

TRACT B - GORDON LUCHT ESTATE REDIVISION

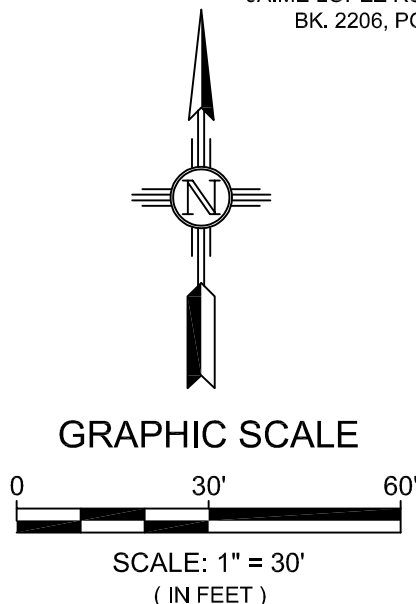
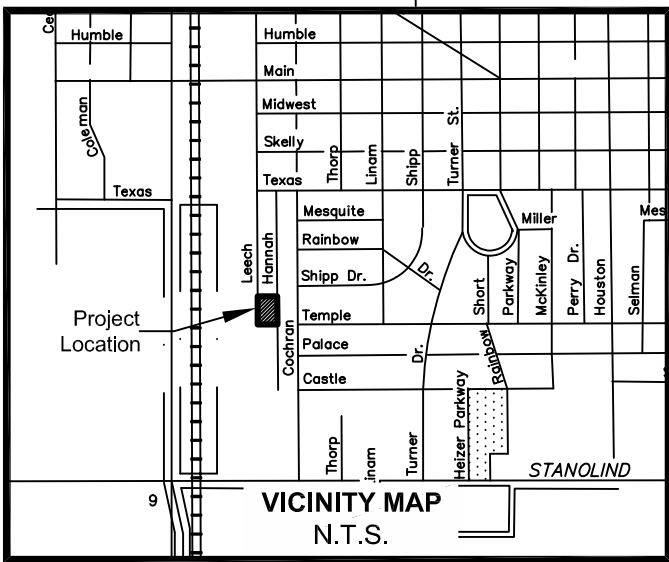
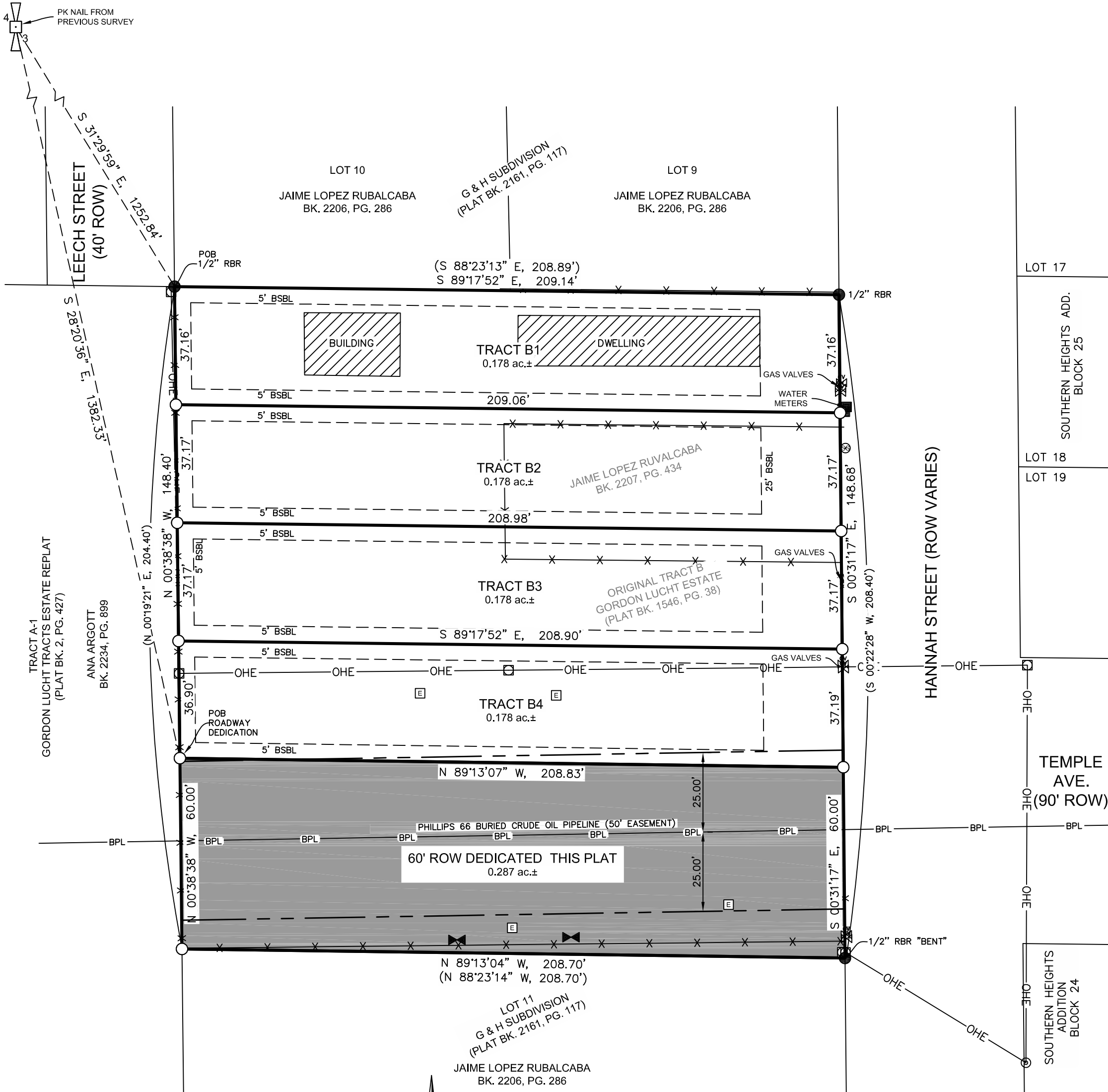
CITY OF HOBBS

THE FOREGOING REDIVISION OF TRACT B OF THE GORDON LUCHT ESTATE SUBDIVISION AS ORIGINALLY SHOWN ON THAT CERTAIN PLAT RECORDED IN BOOK 1546, PAGE 38, AND DESCRIBED BY WARRANTY DEED RECORDED IN

BOOK 2207, PAGE 434, LEA COUNTY RECORDS, LEA COUNTY, NEW MEXICO

LOCATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 38 EAST,

N.M.P.M., CITY OF HOBBS, LEA COUNTY, NEW MEXICO



BASIS OF BEARING

BEARINGS SHOWN HEREON ARE FROM GPS/GNSS OBSERVATIONS AND CONFORM TO THE NEW MEXICO STATE PLANE COORDINATE SYSTEM "NEW MEXICO EAST ZONE" NORTH AMERICAN DATUM OF 1983. TRUE NORTH CAN BE OBTAINED BY APPLYING A CONVERGENCE ANGLE OF 00°38'36.95" AT A FOUND 1/2" INCH REBAR AT THE NORTHEAST CORNER OF TRACT "1" LOCATED AT N 615572.84, E 907960.20. DISTANCES SHOWN HEREON ARE IN GROUND AND WERE OBTAINED BY APPLYING A COMBINED GRID TO GROUND SCALE FACTOR OF 1.0001136300 AT N 0.00, E 0.00.



LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 38 EAST, N.M.P.M., CITY OF HOBBS, LEA COUNTY, NEW MEXICO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR FOUND FOR THE NORTHWEST CORNER OF THIS TRACT WHICH LIES S.31°29'59"E., 1252.84 FEET FROM A PK NAIL FOUND FOR THE WEST QUARTER CORNER OF SAID SECTION; THENCE S.89°17'52"E. ALONG THE SOUTH LINE OF LOTS 9 AND 10 OF THE G&H SUBDIVISION AS RECORDED IN BOOK 2161, PAGE 117, LEA COUNTY RECORDS, LEA COUNTY, NEW MEXICO, A DISTANCE OF 209.14 FEET TO A 1/2" REBAR FOUND ON THE WEST RIGHT OF WAY LINE OF HANNAH STREET FOR THE NORTHEAST CORNER OF THIS TRACT; THENCE S.00°31'17"E. ALONG THE WEST RIGHT OF WAY LINE OF HANNAH STREET, A DISTANCE OF 148.68 FEET TO A 5/8" REBAR WITH CAP MARKED "POINTER PS 29968" SET FOR THE SOUTHEAST CORNER OF THIS TRACT; THENCE N.89°13'07"W., 208.83 FEET TO A 5/8" REBAR WITH CAP MARKED "POINTER PS 29968" SET FOR THE SOUTHWEST CORNER OF THIS TRACT; THENCE N.00°38'38"W., 148.40 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 0.712 ACRES, MORE OR LESS.

ROADWAY DEDICATION

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 38 EAST, N.M.P.M., CITY OF HOBBS, LEA COUNTY, NEW MEXICO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" REBAR WITH CAP MARKED "POINTER PS 29968" SET FOR THE NORTHWEST CORNER OF THIS TRACT WHICH LIES S.28°20'36"E., 1382.33 FEET FROM A PK NAIL FOUND FOR THE WEST QUARTER CORNER OF SAID SECTION; THENCE S.89°13'07"E., 208.83 FEET TO A 5/8" REBAR WITH CAP MARKED "POINTER PS 29968" SET ON THE WEST RIGHT OF WAY LINE OF HANNAH STREET FOR THE NORTHEAST CORNER OF THIS TRACT; THENCE S.00°31'17"E. ALONG THE WEST RIGHT OF WAY LINE OF HANNAH STREET, A DISTANCE OF 60.00 FEET TO A 1/2" REBAR "BENT" FOUND FOR THE NORTHEAST CORNER OF LOT 11 OF G&H SUBDIVISION AS RECORDED IN BOOK 2161, PAGE 117, LEA COUNTY RECORDS, LEA COUNTY, NEW MEXICO AND THE SOUTHEAST CORNER OF THIS TRACT; THENCE N.89°13'04"W., 208.70 FEET TO THE NORTH LINE OF LOT 11 OF SAID G&H SUBDIVISION, A DISTANCE OF 208.70 FEET TO A 5/8" REBAR WITH CAP MARKED "POINTER PS 29968" SET FOR THE SOUTHWEST CORNER OF THIS TRACT; THENCE N.00°38'38"W., 60.00 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 0.287 ACRES, MORE OR LESS.

OWNERS STATEMENT AND AFFIDAVIT

THE UNDERSIGNED FIRST DULY SWORN ON OATH, STATE: ON BEHALF OF THE OWNERS AND PROPRIETORS WE HAVE OF OUR OWN FREE WILL AND CONSENT CAUSED THIS PLAT WITH ITS TRACTS TO BE PLATTED AND ROADWAY AS SHOWN BEING HEREBY DEDICATED TO THE PUBLIC'S USE FOREVER. THE PROPERTY DESCRIBED ON THIS PLAT LIES WITHIN THE PLATTING JURISDICTION OF THE CITY OF HOBBS.

BY _____
JAIME LOPEZ RUVALCABA

BY _____
CRISTINA LOPEZ

ACKNOWLEDGMENT

STATE OF NEW MEXICO:
COUNTY OF LEA:

ON THIS ____ DAY OF _____, 2025, BEFORE ME, JAIME LOPEZ RUVALCABA TO ME KNOWN TO BE THE PERSON(S) DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF NEW MEXICO:
COUNTY OF LEA:

ON THIS ____ DAY OF _____, 2025, BEFORE ME, CRISTINA LOPEZ TO ME KNOWN TO BE THE PERSON(S) DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

CERTIFICATE OF APPROVAL BY THE CITY PLANNING BOARD:

THE PLAT, RESTRICTIONS AND DEDICATION APPROVED AND ACCEPTED THE 24TH DAY OF JUNE, 2025 A.D. BY THE CITY PLANNING BOARD OF HOBBS, NEW MEXICO.

CHAIRMAN: WILLIAM M. HICKS, III

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
COUNTY OF LEA

ON THIS ____ DAY OF _____, 2025, BEFORE ME, WILLIAM M. HICKS, III TO ME KNOWN TO BE THE PERSON(S) DESCRIBED IN AND WHO EXECUTED THE FORGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

CERTIFICATE OF MUNICIPAL APPROVAL

I, JAN FLETCHER, THE DULY APPOINTED AND ACTING CITY CLERK OF THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF THE TRACT B, GORDON LUCHT ESTATE REDIVISION WAS APPROVED BY THE COMMISSION OF THE CITY OF HOBBS BY RESOLUTION No. _____ ON THE ____ DAY OF _____, 2025 A.D.

JAN FLETCHER, CITY CLERK

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
COUNTY OF LEA

ON THIS ____ DAY OF _____, 2025, BEFORE ME, JAN FLETCHER TO ME KNOWN TO BE THE PERSON(S) DESCRIBED IN AND WHO EXECUTED THE FORGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

SURVEYOR'S CERTIFICATION

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

EVAN J. POINTER, N.M.P.S. 29968

DATE _____



Engineering | Surveying
Materials Testing

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

TYPE OF SURVEY:

SUMMARY SUBDIVISION

PROJECT NAME:

LOPEZ DIVISION

CLIENT:

JAIME LOPEZ RUVALCABA

PROJECT NUMBER:

25120

PROJECT SURVEYOR:

Evan J Pointer, PS

DRAWN BY:

Kendall Goad

INDEXING INFORMATION FOR COUNTY CLERK

OWNER:

Jaime Lopez Ruvalcaba and
Cristina Lopez

LOCATION:

Tract B, SW/4 of Section 3,
Township 19 South, Range 38 East
N.M.P.M., City of Hobbs,
Lea County, New Mexico

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

LEGEND

- Set 5/8 inch rebar w/cap marked "Pointer PS 29968" unless otherwise noted
- Found monument as noted
- Electric Meter
- Utility Pole
- ⋈ Water Valve
- Water Meter
- ⊗ Gas Vavle
- ⊙ Manhole
- x—x— Fence
- OHE— O-H Electric Line
- ▨ Existing Structure
- ⊞ Section Quarter Corner
- BSBL Building Setback Lines
- XX°XX'XX" XX.XX" Measured bearing and distance
- (XX°XX'XX", XX.XX") Record bearing and distance

SHEET:
1 of 1

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