



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

Monday, June 2, 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 May 19, 2025, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

2. Presentation of American Association of Code Enforcement (AACE) Agency Accreditation to the City of Hobbs Code Enforcement Division (*Manny Gomez, City Manager, August Fons, Police Chief*)

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

meeting.)

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

3. Resolution No. 7623 - Fixed Asset Disposal Only 6-2-2025 (*Tim Woomer, Utilities Director*)
4. Resolution No. 7624 - Authorizing the City Manager's Litigation Authority (*Medjine Desrosiers-Douyon, Deputy City Attorney*)
5. Reject Bid #1619-25 for Del Norte Pool Improvements (*Doug McDaniel, Recreation Director*)
6. Resolution No. 7625 - Authorizing the Mayor to Execute a Grant Agreement Amendment No. 2 with the State of New Mexico Department of Transportation CN: 2213016 (*Anthony Henry, City Engineer*)

DISCUSSION

7. ICIP Discussion (*Anthony Henry, City Engineer, Todd Randall, Assistant City Manager*)
8. Presentation of Hobbs Police Department 2024 Annual Report (*August Fons, Police Chief*)

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

9. Resolution No. 7626 - Establishing the City of Hobbs' Municipal Officers to be Elected at the Regular Local Election to be Held on Tuesday, November 4, 2025 (*Jan Fletcher, City Clerk*)
10. Resolution No. 7627 - Authorizing the Mayor and City Manager to Execute a Memorandum of Understanding with the University of the Southwest for Use of the University's Kitchen (*Doug McDaniel, Recreation Director*)
11. Resolution No. 7628 - Approving a Development Agreement with Lemke Development Inc. Concerning the Development of Market-Rate Single-Family Housing (*Todd Randall, Assistant City Manager*)
12. Resolution No. 7629 - Consideration to Approve an Infrastructure Extension Development Agreement with Property Management Plus, LLC Concerning the Development of Public Infrastructure. (*Todd Randall, Assistant City Manager*)

13. Resolution No. 7630 - Final Plat Approval Meadows Unit 5 Subdivision with Cash Bond for unfinished public infrastructure (*Todd Randall, Assistant City Manager*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

14. Next Meeting Dates:

City Commission Regular Meetings:

- Monday, June 16, 2025, at 6:00 p.m.
- Monday, July 7, 2025, at 6:00 p.m.
- Monday, July 21, 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:
June 2, 2025

SUBJECT: Minutes of the May 19, 2025, Regular Commission Meeting

DEPT OF ORIGIN: City Clerk

DATE SUBMITTED:

SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Minutes of the regular Commission meeting held on May 19, 2025.

Fiscal Impact:

N/A

Attachments:

May 19 2025 - Minutes

Recommendation:

Motion to approve the minutes.

Approved By:

Minutes of the regular meeting of the Hobbs City Commission held on Monday, May 19, 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 - absent
Commissioner Chris Mills
Commissioner Larron B. Fields
Commissioner Joseph D. Calderón
Commissioner Dwayne Penick
Commissioner Don Gerth

Also present:

Manny Gomez, City Manager
Medjine Desrosiers-Douyon, Deputy City Attorney
Amber Leija, Assistant City Attorney
August Fons, Police Chief
Marina Barrientes, Police Captain
Evelyn Nunez, Community Service Assistant
Jessica Silva, Code Enforcement Superintendent
Mark Doporto, Fire Chief
Ryan Herrera, Deputy Fire Chief
Shawn Williams, Fire Marshal
Anthony Henry, City Engineer
Bobby Arther, Municipal Judge
Shelia Baker, General Services Director
Chad Littlejohn, Marketing Coordinator
Bryan Wagner, Parks and Open Spaces Director
Matt Hughes, Rockwind Superintendent
Doug McDaniel, Recreation Director
Tim Woomer, Utilities Director
Toby Spears, Finance Director
Deborah Corral, Assistant Finance Director
Nicholas Goulet, Human Resources Director
Selena Estrada, Risk Management
Christa Belyeu, I.T. Director
Julie Nymeyer, Executive Assistant
Jan Fletcher, City Clerk
Rose Galavez, Assistant Deputy City Clerk
Alyxandra Salas, City Clerk Record Specialist
61 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

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

Proclamations and Awards of Merit

Mayor Cobb proclaimed the week of May 18 - 24, 2025 as "EMERGENCY MEDICAL SERVICES WEEK" in the City of Hobbs. He emphasized the vital role of emergency medical services in providing lifesaving care 24/7, significantly improving outcomes for those facing sudden illness or injury. These services have expanded beyond emergency response to include preventive care, follow-up, and telemedicine. Comprising a wide range of professionals, from first responders and paramedics to dispatchers and emergency physicians, the field relies on extensive training and ongoing education. He stressed the importance of recognizing their dedication, whether as professionals or volunteers.

Mr. Mark Doporto, Fire Chief, thanked Mayor Cobb for the proclamation and expressed his appreciation for the EMS staff of the Hobbs Fire Department. He explained the three levels of EMT certification: EMT Basic, Advanced EMT, and EMT Paramedic, the highest level, which allows for the widest scope of practice, including the administration of medications.

Superintendent Downing, from the Hobbs Fire Department highlighted this year's theme, "We Care for Everyone," stating that it perfectly reflects the mission of the Hobbs Fire Department, which is dedicated to caring for all members of the community.

Mayor Cobb proclaimed Monday, May 19, 2025, as "HOBBS HIGH SCHOOL eSPORTS DAY" in the City of Hobbs. He highlighted the significant growth of the HHS esports program, which has qualified for the playoffs each year from 2021 to 2025 and this season included nearly 30 students competing in 9 NMAA-sanctioned titles. Notable achievements include the Mario Kart and Splatoon 3 teams winning gold medals, and the Hearthstone team earning silver after an undefeated regular season. He emphasized that esports promotes academic success, teamwork, and discipline, while allowing students to represent Hobbs High School with pride and skill.

Coach Pierce from Hobbs High School shared that the team has recruited 12 dedicated players who have worked hard to elevate the esports program. Their efforts have paid off, with two teams now competing in a national tournament against top teams from across the country. Notably, the Mario Kart team holds the number one seat in the western United States. Looking ahead, the team's goal is to earn four to five gold medals in the coming year.

Mayor Cobb proclaimed the month of May, 2025, as "OLDER AMERICANS MONTH" in the City of Hobbs. He noted that each May, the nation honors older Americans for their enduring contributions, resilience, and wisdom. These individuals have shaped communities through decades of progress and continue to lead meaningful lives. He highlighted the City of Hobbs' commitment to supporting seniors through programs at the Hobbs Senior Center and emphasized this year's theme, "Flip the Script on Aging," which promotes a more positive, empowering view of aging.

Mr. Doug McDaniel recognized Ms. Mary Puccio, Director of the Hobbs Senior Center, along with her staff, commending them for the outstanding work they are doing. He highlighted the wide range of programs offered at the center, emphasizing the positive impact these initiatives have on the health and well-being of the community's older adults. He stated the Hobbs Senior Center stands out as one of the finest senior facilities in the entire United States.

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

- 5 Years - Jason Herrera, Police Lieutenant
- 15 Years - Bill Griffin WWTP Superintendent

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. Evelyn Nunez, Community Services Assistant, reminded the public about the upcoming Free Dumpster and Tire Amnesty Day, part of the City's ongoing cleanup initiative. A large container will be available for tires and bulky waste at the trailer sales lot at Tate Branch, in partnership with the Lovington Trail Community Clean-Up. The event is scheduled for 8:00 a.m. until 4:00 p.m. or until containers are full, with an additional date set for May 31, 2025, at Charlie Brown Park. She encouraged anyone unable to attend to contact her directly for assistance. She noted the event is funded by the New Mexico Department of Tourism's Clean and Beautiful Grant and thanked the Department for its support. She also announced the Helen Houston Justice House Empower Youth Meeting on Thursday, May 22, 2025, at the Hobbs

Animal Adoption Center, encouraging youth to volunteer and get involved in the community.

Mayor Cobb reiterated that illegal tire dumping remains one of the city's most pressing issues. He noted that events like this provide a valuable opportunity for residents to dispose of tires properly and help address the problem in a responsible and effective way.

Furthermore, Ms. Nunez emphasized that this is a neighborly effort, reminding everyone that we can all contribute by helping one another keep the community clean. She encouraged residents to lend a hand, especially to elderly neighbors or those without the means to participate by helping with waste disposal and cleanup efforts.

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. 7615 - Relating to the Disposition of Obsolete, Worn-Out and Unusable Personal Property for Sale at Public Auction on June 21, 2025 (Toby Spears, Finance Director)

Resolution No. 7616 - Relating to the Disposition of Obsolete, Worn-Out, and Unusable Personal Property (DISPOSAL/REMOVAL) (Toby Spears, Finance Director)

Resolution No. 7617 - Approving the Replat to Combine Two Tracts of Land and Vacate Easements on Property Located at 405 East Navajo Drive (Todd Randall, Assistant City Manager)

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

Discussion

ConocoPhillips - Presentation of 2025 Contribution of \$10,000.00 to the City of Hobbs Fire Department

Ms. Tina Tiffany, ConocoPhillips Stakeholder Relations Adviser, and Mr. Sean Robinson, Superintendent of Production, presented a check in the amount of \$10,000.00 to the Hobbs Fire Department.

Mayor Cobb stated this is a huge donation to our community, the investment made in the town and the employees and the service companies is greatly appreciated and it is hugely important to the Hobbs Fire Department.

Mr. Mark Doporto, Fire Chief, expressed his gratitude to ConocoPhillips for their contribution, stating that the funding supports specialized training and certifications in hazardous materials handling and oilfield emergency response.

Legislative Presentation - Senator David Gallegos

Senator David Gallegos provided a legislative update and noted that despite the long hours, the work being done is worthwhile for the State of New Mexico. He introduced Representative Randall Pettigrew's assistant, Mr. Jarrod Foster, and Representative Elaine Sena-Cortez's assistant, Ms. Valeria Trevino. He also mentioned that his assistant, Ms. Donna Sear, is based in Las Cruces, not Hobbs. He shared that he initially sponsored three bills in the Senate. The first proposed the development of a billion-dollar asylum, which, once fully funded over several years, would establish ongoing resources for behavioral health services. The second bill allocated \$270 million in immediate funding, and the third provided strategic guardrails for managing behavioral health initiatives statewide. While Senate Bill 2 was not signed into law, it was included in the state budget. The other two bills passed, establishing a strong foundation for future progress. He expressed hope that within five years, the state will reach a turning point in addressing behavioral health needs, especially for vulnerable children who currently lack access to adequate facilities, beds, and staff.

Senator Gallegos emphasized that these initiatives had bipartisan support, with leaders from both parties coming together to prioritize meaningful action on an issue long discussed but rarely acted upon. He noted that the Legislature expects Lea County to take a leading role, and he is committed to supporting the local vision. He pointed out that Hobbs already has facilities that could be utilized in this effort. This legislative session saw 1,106 bills introduced, with 195 passing both chambers and 160 signed into law by the Governor. He also referenced the Safe Haven bill, which was initially tabled, but later brought back at the Governor's request as an emergency measure, though it was again tabled. Nonetheless, he reaffirmed their ongoing efforts to find common ground. He also reported that capital outlay funding went well and discussed the importance of the oil and gas industry. He mentioned a visit to China, where he explored technology that could potentially cut the carbon footprint in half.

Mayor Cobb and the Commission presented Senator Gallegos with a plaque representing his district. He expressed his appreciation to the Senator for all the work he does.

Action Items

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

Mr. Toby Spears, Finance Director, reported that pursuant to applicable state law, the preliminary budget must be approved and submitted to the New Mexico Department of Finance and Administration (NMDFA), Local Government Division, by June 1st.

He presented the proposed preliminary budget, which includes:

General Fund Expenditures: \$80,108,557.36

Total Expenditures for All Funds: \$150,936,051.36

Projected General Fund Revenues: \$74,381,997.00

Total Revenue Projections for All Funds: \$142,440,049.61

The current projected general fund cash reserve is at 57%, with a preliminary ending cash balance for all funds projected at \$92,868,111.65.

In response to Mayor Cobb's inquiry regarding reserve requirements, Mr. Spears stated that the State of New Mexico requires a minimum reserve of 8.3 percent, while City ordinance mandates a higher reserve requirement of 30 percent.

Mayor Cobb noted that the City maintains a 30 percent reserve due to the volatility of the oil and gas industry. He emphasized the importance of the community understanding that under Mr. Spear's leadership, along with the efforts of city staff, great care is taken in managing expenditures and maintaining a responsible budget.

There being no further discussion, Commissioner Penick moved to approve Resolution No. 7618 as presented. Commissioner Fields seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

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

Mr. Tim Woomer, Utilities Director, presented a proposed agreement between the City of Hobbs and Excalibur Oilfield Services, LLC for the sale of effluent reuse water. Some key terms of the agreement are as follows:

Volume and Schedule:

The City will sell a minimum of 1,000,000 gallons per day of effluent reuse water during the Winter Months: September, October, November, December, January, February, March, and April.

Payment Terms:

Excalibur Oilfield Services, LLC will pay the City \$9,000.00 per month (plus New Mexico Gross Receipts Tax) during the Winter Months. Payment is due by the 15th of each month.

Summer Months Exclusion:

Excalibur is not entitled to any effluent reuse water during the Summer Months: May, June, July, and August.

Additional Water Purchases:

The City is not obligated to sell more than the contracted one million gallons per day but may do so at its discretion.

Additional effluent reuse water may be sold at a rate of \$0.10 per 1,000 gallons (plus NMGRT) during the Winter Months.

Excalibur will hold secondary right of refusal (junior rights) for any water sold beyond the initial contracted amount.

Purpose:

This agreement supports the City's goal to diversify and promote beneficial reuse of effluent water for irrigation, construction, and commercial applications.

Term:

The agreement is for five (5) years, commencing June 1, 2025, with an option to renew for an additional five (5) years.

Fiscal Impact:

The agreement is projected to generate \$72,000.00 in annual revenue (plus NMGRT) from the base purchase. Additional revenue may be earned from any excess water purchased beyond the contracted volume.

In response to an inquiry from Commissioner Fields regarding effluent water, Mr. Woomer explained that effluent water is the treated and disinfected discharge from the City's wastewater treatment plants. It is classified as a high-quality Class B water, which is not potable and therefore not suitable for human consumption. Furthermore, he explained that while it requires specific application methods, the water is safe for use in agricultural and soil diversification purposes, such as farming. He added that the City discharges up to 3 million gallons per day of effluent water.

Mayor Cobb stated Mr. Ontiveros has been very patient in this very complex issue, because when you have 3 million gallons of water flowing every day, you must have the proper parts and pieces are in place to ensure the flow gets used.

There being no further discussion, Commissioner Calderón moved to approve Resolution No. 7619 as presented. Commissioner Mills seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached

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

Mr. Doug McDaniel, Recreation Director, reported that KimJoy Group, LLC, operated by Mr. Kenny Kim and Joy Field continues to serve as the exclusive manager and operator of the restaurant at Rockwind, including alcohol service. He stated under the current agreement, KimJoy Group will pay the City \$1,000.00 per month and 3% of gross sales, based on monthly gross receipts tax filings. The City is entitled to host up to three major events annually and receive 80% of the net income from each, after deduction of KimJoy's pre-approved expenses. KimJoy Group has maintained all required state and local permits and licenses. The City will receive \$1,000.00 per month, 3% of gross sales, and 80% of net income from up to three City-sponsored events annually.

Mr. Ben Kirkes, General Manager of Rockwind Grill, spoke highly of the working relationship with Kimjoy, describing it as exceptional. He shared that the past two years have been very positive, with minimal to no complaints and smooth day-to-day operations. He also noted that the facility is now hosting close to 35 tournaments annually, and Kimjoy has played an active role in supporting many of these events. He expressed his hope to continue the successful partnership for at least another year.

Mr. Kenny Kim, along with Ms. Joy Fields of Kimjoy Group, LLC, expressed his appreciation for the opportunity to do business at Rockwind Grill. He acknowledged that while the initial phase presented some challenges, they have since identified what works well and continue to seek ways to grow and improve. He noted that significant progress has been made over the past year and looks forward to continued development and success at the venue.

Ms. Joy Fields thanked Mr. McDaniel and Mr. Kirkes for all of their help and support.

There being no further discussion, Commissioner Gerth moved to approve Resolution No. 7620 as presented. Commissioner Mills seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes,

Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached

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

Mr. Doug McDaniel, Recreation Director, stated that the City of Hobbs and the Boys and Girls Club of Hobbs intend to continue their partnership through a Professional Services Agreement. Under this agreement, the Club will provide the technical and professional expertise to operate an eight-week summer youth program from June 2 through July 25, a concurrent Special Needs program with dedicated staff, and support for the Gus Macker 3-on-3 Basketball Tournament during the Hobbs Downtown Slam & Jam, including scorekeepers and the Head Referee. The City will contribute \$180,000.00 annually for these services and has budgeted \$181,000.00 in the Recreation budget to support the operation of the Summer Youth Program, Special Needs Program, and the Gus Macker Tournament.

There being no discussion, Commissioner Fields moved to approve Resolution No. 7621 as presented. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Mills abstain, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached

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

Ms. Amber Leija, Legal Assistant, and Ms. Jessica Silva, Code Enforcement Superintendent, stated in its continuing promotion of safety and clean-up efforts within city limits, the Hobbs Police Department-Community Services Division has identified properties which present health, life and safety hazards, which warrant remediation. The properties are in dire need of repair. The properties located at 1620 East Dunn, 1620 ½ East Dunn, 1008 North Leech, 1005 West Princess Jeanne, 1221 North San Andres, 1226 South Selman and 1226 South Starling are ruined, damaged and dilapidated and a menace to the public comfort, health and safety. They presented a slide show that showcased these properties. The demolition and clean-up of these properties will cost approximately \$139,126.90.

There being no further discussion, Commissioner Penick moved to approve Resolution No. 7622 as presented. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

Mr. Gomez reminded the public about the upcoming Lea County Community Wellness Initiative, a public meeting focused on discussing the community's vision for a new Community Wellness Center in Hobbs. The meeting will be held on Wednesday, May 21, 2025, from 6:00 to 7:00 p.m. at the Hobbs City Hall Annex, Room A301.

Mr. Gomez reminded the public of the City of Hobbs Veterans Memorial Ceremony scheduled for Monday, May 26, 2025, at 5:00 p.m. at the Hobbs Veterans Memorial Park located at 5120 Jack Gomez Boulevard. Additionally, he stated the VFW will also be having their annual ceremony at 10:00 a.m. at the Prairie Haven Cemetery, located at 1900 E. Stanolind Rd.

Commissioner Penick expressed his gratitude to the City for its ongoing cleanup initiative, noting that a significant amount of trash has been removed as a result of these efforts. He encouraged community members to get involved and support the initiative. He also extended his heartfelt thanks to Mayor Cobb, saying it has been an honor to work alongside him both as a friend and as a leader. Commissioner Penick acknowledged and thanked Mr. Toby Spears and Ms. Deborah Corral from the Finance Department for their dedication and hard work on the budget, ensuring that it remains balanced and within the city's reserves. Additionally, he issued a public apology for the cemetery being closed on Saturday. He shared that a concerned citizen had reached out to him directly, and he wanted to publicly express regret for the inconvenience. He explained that due to an incident involving graffiti in public spaces requiring urgent attention, the cemetery could not be opened on time. He sincerely apologized for the situation and appreciated the public's understanding.

Mayor Cobb commented on the upcoming City Hall meeting regarding behavioral health, highlighting the City's strategic partnership with the County. He noted that the County has committed \$30 million from its budget toward the design and site selection of a new behavioral health facility. This facility aims to provide care in a supportive environment, as opposed to an incarcerated setting. Mayor Cobb commended Chief Fons for his leadership on the initiative. The Chief has collaborated with Senator Gallegos, Senate Finance Chairman Mr. Munoz, and others in shaping a billion-dollar trust fund. The revenue generated from this fund will provide sustainable, long-term operational support for the facility, which is critical, as current Medicare, Medicaid, and private insurance payments do not fully cover the cost of qualified behavioral health and substance abuse professionals. He emphasized the goal of becoming a statewide model for effective behavioral health care, citing the broad involvement of stakeholders including law enforcement, the fire department, the City and County governments, the public defender's office, and the district attorney's office.

Mayor Cobb also referenced a visit to a model program in Miami, Florida, where an integrated crisis response system determines whether 911 callers need EMTs or law

enforcement, allowing the appropriate professionals to respond effectively to each situation.

In closing, Mayor Cobb expressed his sincere appreciation to Ms. Shelia Baker for her leadership on the ongoing street resurfacing efforts. He acknowledged the importance of securing County funding for this work, emphasizing that annual maintenance is crucial to the long-term health of city streets. He thanked the department for its dedication, noting that their hard work has not gone unnoticed.

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

SAM COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
June 2, 2025

SUBJECT: Resolution No. 7623 - Fixed Asset Disposal Only 6-2-2025

DEPT OF ORIGIN: Utilities

DATE SUBMITTED: 5/21/2025

SUBMITTED BY: Bill Griffin, WWRF Superintendent

Summary:

The City of Hobbs seeks to dispose of a submersible waste-activated sludge pump that is too costly to repair, and was replaced with a new pump. The City desires to delete from its public inventory and dispose of the item of personal property set forth on Exhibit "A" attached hereto and incorporated herein by reference, and the governing body hereby makes the official, specific finding that this item of property on the attached deletion sheet: (1) is obsolete and of no value; (2) is worn-out, unusable, or obsolete to the extent that the item is no longer economical or safe for continued use by the City of Hobbs: and (3) that this item should be deleted from the City's public inventory.

Fiscal Impact:

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

Attachments:

Resolution 7623 - Fixed Asset Disposal Only 6-2-25 (WAS Pump)
FLYGT WAS PUMP 2025 (Exhibit A)
Asset #5333

Recommendation:

Motion to approve the resolution.

Approved By:

Tim Woomer, Utilities Director	5/21/2025
Toby Spears, Finance Director	5/21/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	5/21/2025
Manny Gomez, City Manager	5/22/2025

CITY OF HOBBS

RESOLUTION NO. 7623

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

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

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

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

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

PASSED, ADOPTED AND APPROVED this 2nd day of June, 2025.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

CITY OF HOBBS
INVENTORY TRANSFER/DELETION FORM

Section 1 TODAY'S DATE: 05/19/2025 DATE OF TRANSACTION: 5/19/2025
SERIAL/VIN #: 3102.090-076016 ASSET CONTROL #: Component of 5333
MAKE/MODEL: Flygt/3102-090-0905 (Inventory Tag #)
ITEM DESCRIPTION: 5 HP Submersible waste activated sludge pump.

Section 2 TRANSFER

FROM:

DEPT. NAME: _____
DEPT. ACCOUNT #: _____
CURRENT LOCATION: _____
TRANSFER AMOUNT: \$ _____
(Original Purchase Price)

*

DEPARTMENT APPROVAL

DATE

TO:

DEPT. NAME: _____
DEPT. ACCOUNT #: _____
CURRENT LOCATION: _____
TRANSFER AMOUNT: \$ _____
(Original Purchase Price)

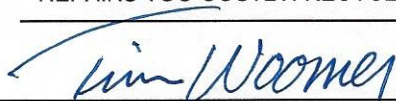
*

DEPARTMENT APPROVAL

DATE

Section 3 DELETION

DELETION AMOUNT: \$ 7,042.33
(Original Purchase Price)
REASON FOR DELETION: REPAIRS TOO COSTLY. RECYCLED FOR METAL SCRAP DUE TO CONTACT WITH SLUDGE.



DEPARTMENT APPROVAL SIGNATURE

05 - 20 - 2025

DATE

PLEASE COMPLETE SECTION 1 AND SECTION 2 FOR TRANSFERS

PLEASE COMPLETE SECTION 1 AND SECTION 3 FOR DELETIONS

***PLEASE NOTE THAT A SIGNATURE IS NEEDED FROM BOTH DEPARTMENTS IN A TRANSFER**

~~PLEASE COMPLETE THIS FORM CAREFULLY AND IN ITS ENTIRETY WITH THE INFORMATION REQUESTED~~

CAPITAL ASSET WORKSHEET

ASSET # 5333		PARENT ASSET		DESCRIPTION	2008 WWTP IMPROVEMENT	
CLASS	EQ EQUIPMENT	FUND SOURCE				
SUBCL	699 OTHER	ACQUIS METH	PU PURCHASED	MAINT CONT	Y	INSURED N
COMMODITY				VENDOR DESC	Proprietary	CARRIER
DEPT	4062	ACQUIS DATE	07/26/2007	TYPE		INS VAL 0.00
LOC CODE	4062 WASTEWATER PLAN	ACQUIS COST	19,972,307.32	EXPIRE DATE		EXPIRE DATE
LOC MEMO	WASTEWATER	ACRES	0.0	ANNUAL COST	0.00	POL COST 0.00
ROOM		QTY	1	MEMO		MEMO
STORAGE LOC	WASTEWATER PLANT	UNIT PRICE	19,742,304.03			
		PURCH MEMO	TRIAD WESTERN CONSTR			
STATUS	A ACTIVE			DEPRECIATE	Y	
CONDITION		SOY BOOK	19,972,307.32	DEPREC PRIN	19,972,307.32	
CUSTODIAN	FIXED ASSET CUSTODIAN	CURRENT BOOK	19,972,307.32	FIRST YR/PER	2008/01	LAST YR/PER 2013/01
CAPITALIZED	Y	EST SALVAGE	0.00	EST LIFE	5	
TITLEHOLDER		REPL COST	19,986,558.88	PERIODS TAKEN	60	
TAG #	904242	LAST INVENT		ACCUM DEPREC	19,742,304.03	
SERIAL #		IMPROVE MEMO				
MANUFACTURER						
MODEL		RETIRE DATE				
MODEL YEAR	2007	DISP CODE				
LICENSE #	OLD#: 904242	SELL PRICE	0.00			

VEND #	PO #	DOCUMENT #	INVOICE #	INV DATE	INV AMT
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TYPE	DESC	ORG	OBJ	PROJ	AMOUNT	PERCENT
1	ASSET	920	16012		0.00	100.00
2	CONTRA	920	16015		0.00	100.00
5	DEPRECIATION EXPENS	920	48000		0.00	100.00
6	ACCUMULATED DEPRECI	920	16112		0.00	100.00

** END OF REPORT - Generated by Heather Carr **



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
June 2, 2025

SUBJECT: Resolution No. 7624 - Authorizing the City Manager's Litigation Authority

DEPT OF ORIGIN: Legal

DATE SUBMITTED: 5/8/2025

SUBMITTED BY: Medjine Desrosiers-Douyon, Deputy City Attorney

Summary:

Pursuant to the City of Hobbs Charter Section 6-2(E), the City Manager is the responsible person for the purposes of civil process. Additionally, the City Manager receives regular briefings regarding claims made against the City of Hobbs and is aware of such claims as well as the risks associated with said claims. At various times in any litigation, the City of Hobbs City Attorney's Office requires an authorized agent of the organization, as a representative of the client, to make litigation decisions for the client. These litigation decisions include decisions and authority to settle claims, among other decisions. This resolution vests litigation authority in the City Manager and also requires the City Manager to keep the City Commission apprised of any decisions that have a fiscal impact on the organization. This Resolution shall be valid and enforceable from July 1, 2025, through December 31, 2025

Fiscal Impact:

There is no direct fiscal impact associated with this Resolution.

Attachments:

Resolution 7624 - City Manager's Litigation Authority (FY26).ends 12.31.25

Recommendation:

The Commission should consider approval of the Resolution.

Approved By:

Medjine Desrosiers-Douyon, Deputy City Attorney	5/23/2025
Toby Spears, Finance Director	5/23/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	5/27/2025
Manny Gomez, City Manager	5/27/2025

CITY OF HOBBS

RESOLUTION NO. 7624

A RESOLUTION AUTHORIZING THE CITY MANAGER'S
LITIGATION AUTHORITY FOR FY26

WHEREAS, the City of Hobbs Charter Section 6-2(E) states in pertinent part that the City Manager “shall...[b]e the person, or his designated agent, for the purposes of civil process....”; and

WHEREAS, the New Mexico Rules of Professional Conduct Rule 16-102 NMRA requires that the “client” shall authorize the lawyer to carry out the representation of the client and the lawyer shall abide by the client’s decisions concerning the objectives of representation, including any decision to settle a matter; and

WHEREAS, the City Manager receives regular briefings from the City Attorney’s Office regarding threatened or pending litigation and is otherwise in the best position to make timely and informed decisions on behalf of the organization; and

WHEREAS, to promote accountability and to counterbalance the City Manager’s authority as set forth herein, it is in the best interest of the organization that the Mayor provide advice and consent to the City Manager’s litigation decisions; and

WHEREAS, it is also in the best interest of the organization that the City Manager consistently inform the City Commission regarding litigation decisions made by the City Manager that may have a fiscal impact on the City of Hobbs; and

WHEREAS, pursuant to the Hobbs Municipal Code Section 3.20.035, contracts and expenditures in connection with court or administrative proceedings are exempt from

the City's procurement policy.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City Manager, with the advice and consent of the Mayor, is authorized to make litigation decisions on behalf of the City of Hobbs, as client, concerning the objectives of representation, including any decision to settle a matter. The City Manager shall maintain communication with the City Commission regarding litigation matters.

BE IT FURTHER RESOLVED that this Resolution shall be valid and enforceable from July 1, 2025, through December 31, 2025 (FY26), or unless rescinded or replaced by a subsequent resolution on the same subject prior to December 31, 2025, as contemplated by Article II(2)(C)(2)(b) of Section 2.04.060 of the Hobbs Municipal Code.

PASSED, ADOPTED AND APPROVED this 2nd day of June, 2025.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
June 2, 2025

SUBJECT: Reject Bid #1619-25 for Del Norte Pool Improvements

DEPT OF ORIGIN: Recreation

DATE SUBMITTED: 5/22/2025

SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

Bid #1619-25 was sent to twenty-one (21) vendors on March 3, 2025. Only one (1) bid was received prior to the April 3, 2025, deadline. Total bid amount including NMGRS was \$601,401.45. Funds included in the current budget: \$577,870.67.

Fiscal Impact:

The total bid with NMGRS \$601,401.45 exceeds the funds available in 01-0335-43006-00168, Pool Enhancements, which is \$577,870.67.

Attachments:

Bid Tab Documents

Recommendation:

Staff recommends that the Commission reject Bid #1619-25

Approved By:

Doug McDaniel, Recreation Director	5/22/2025
Toby Spears, Finance Director	5/22/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	5/23/2025
Manny Gomez, City Manager	5/27/2025

Scope of Work:

The scope of work for Del Norte Pool Improvements includes, but not limited to the following:

Item 1: Video-taping of the Del Norte Pool work area and the identification of existing damages to structures, equipment, and incidentals, prior to commencing work.

Item 2: Contractor will provide labor, equipment, and material necessary to mechanically remove existing white plaster and scarify the concrete subsurface for plaster. A diamond blade will be used to cleanly remove plaster were joined to the water line tiles, black lane tiles, recirculation outlets, and pool drains. Water outlets and drains will be properly covered and plugged to prevent debris from entering piping. Cleaning of the concrete shell and the application of plaster (NEED PLASTER DETAIL)

Item 3: Removal and disposal of pool plaster and debris as a result of work.

Item 4: Mechanically remove and scarify the existing deck surface to remove all loose, unstable, or laminated plaster and concrete to form a new solid subsurface. Power washing of the concrete subsurface and application of a vapor barrier which will be allowed to dry per Manufactures recommendations after which a concrete basecoat and textured overlay will be installed. After basecoat has fully dried, apply two (2) coats of solar reflective deck sealer. Repair and/or replace synthetic expansions joints damaged as a result of work. Cool pool deck coating, or equivalent, to be used in the transition areas between the pool gutters and the pool deck.

Item 5: Removal and disposal of deck material and debris as a result of work.

Item 6: Soda-blasting of existing pool and deck tiles to remove calcium and stains, including cleanup as a result of blasting operations. Replace pool drain covers with Virginia Graeme Baker Pool and Spa (VGBA) compliant drain covers.



Bid No. 1619-25 Del Norte Pool Improvements

BID OPENING SIGN-IN SHEET

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

[illegible]

BID SUMMARY

BID/PROPOSAL NO. Bid # 1619.25

FURNISH Del Norte Pool Improvements

BIDDER	Lee-Sure Pools Inc			
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	\$64,365.00			

BID TABULATION SHEET

Item No.	Item	Total
	Pool Replaster	
1	Videotaping and documentation of existing facilities, structures, and equipment. Identify and document existing damages prior to work.	\$0.00
2	Removal of existing pool plaster and surface preparation of the pool concrete subsurface in preparation of plaster. Cleaning of subsurface and the application of pool plaster with High Performance Universal white cement or equivalent.	\$441,946.00
3	Removal and disposal of pool plaster and debris under Item #2 only.	\$0.00
4	Removal of existing deck surface and surface preparation of deck concrete subsurface. Cleaning of subsurface and the application of vapor barrier, basecoat, texture overlay, cool pool deck coating and solar reflective sealer.	\$108,673.00
5	Removal and disposal of pool plaster and debris under Item #4 only. Replaster pool with High Performance Universal white cement or equivalent	\$0.00
6	Soda blast pool tiles and replace pool drain covers with VGBA compliant covers.	\$13,746.00
13	Mobilization	\$0.00
	Grand Total	\$564,365.00



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
June 2, 2025

SUBJECT: Resolution No. 7625 - Authorizing the Mayor to Execute a Grant Agreement Amendment No. 2 with the State of New Mexico Department of Transportation CN: 2213016

DEPT OF ORIGIN: Engineering

DATE SUBMITTED: 5/22/2025

SUBMITTED BY: Anthony Henry, City Engineer

Summary:

The City of Hobbs entered into a grant agreement with the NMDOT on January 18, 2022, to plan, design, construct, furnish and equip a citywide fiber and wireless network, including infrastructure, in Hobbs in Lea County for \$828,000 with no local match required as the grant is funded is through capital appropriation.

The current grant agreement will expire on June 30, 2025. Attached is a resolution for Amendment No. 2 to the grant agreement to extend the termination date to June 30, 2027. The time was extended by legislative action, in the Laws of 2025, Chapter 158, SB425, Section 154. The design for the project is 95% complete and is anticipated to be advertised for bids during the third quarter of 2025.

Fiscal Impact:

Grant Amount:	\$828,000.00	
Grant Available:	\$754,392.81	21-4021-44901-00260
City Funds Available:	\$277,437.63	01-0412-44901-00260
Total Project Budget Available:	\$1,031,830.44	

Attachments:

Resolution - Authorizing the Mayor to Execute A Grant Agreement C2213016-Amendment 2
C2213016 2nd Amendment_Original-TIME

Recommendation:

Consider and approve the Resolution for the Mayor to execute the resolution and grant amendment.

Approved By:

Anthony Henry, City Engineer

5/22/2025

Toby Spears, Finance Director	5/22/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	5/23/2025
Manny Gomez, City Manager	5/27/2025

CITY OF HOBBS

RESOLUTION NO. 7625

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
GRANT AGREEMENT AMENDMENT No. 2 WITH THE STATE
OF NEW MEXICO DEPARTMENT OF TRANSPORTATION
FOR CN: C2213016

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is, authorized and directed to execute on behalf of the City of Hobbs a Grant Agreement Amendment No. 2 with the State of New Mexico Department of Transportation for Control No. C2213016; in the amount of \$828,000 and any certification or supporting documentation for the implementation of the grant agreement requirements. The scope of the work includes Planning, Design, Construction, to Furnish and Equip a Citywide Fiber and Wireless Network, including infrastructure. The Grant Amendment No. 2 revises the expiration of the grant to June 30, 2027. A copy of the Grant Amendment No. 2 is attached hereto and made a part hereof by reference.

PASSED, ADOPTED AND APPROVED this 2nd day of June, 2025.

SAM D COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Contract Number: _____
Vendor Number: 0000054339
Control Number: C2213016

**STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
SECOND AMENDMENT TO
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AMENDMENT is between the Department of Transportation, hereinafter called the “Department” or abbreviation such as “NMDOT”, and City of Hobbs, hereinafter called the “Grantee”. This Amendment is effective as of the date of the last party to sign it on the signature page below.

RECITALS

WHEREAS, the Department and the Grantee entered into a Capital Appropriation Project Agreement, Control Number C2213016, Contract Number D19255 on January 18, 2022; and,

WHEREAS, in the Laws of 2021, Chapter 138, Section 33, Sub Section 57, the Legislature made an appropriation to the Department, funds from which the Department made available to the Grantee under Contract Number D19255; and,

WHEREAS, in the Laws of 2025, Chapter 158, SB425, Section 154, the Legislature reauthorized or re-appropriated funding, under Contract Number D19255 and extended the expenditure period; and,

WHEREAS, Article VII allows the parties to alter the Agreement by written consent of both parties; and,

WHEREAS, the Department and the Grantee want to amend the Agreement; and,

WHEREAS, pursuant to NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

1. Article I(A) is deleted and replaced with the following:

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID F3016, NMDOT Control Number C2213016, **\$828,000**

APPROPRIATION REVERSION DATE: 6/30/2025

Laws of 2021, Chapter 138, HB285, Section 33, Sub Section 57, Eight Hundred Twenty Eight Thousand Dollars and No Cents (**\$828,000**), to plan, design, construct, furnish and equip a citywide fiber and wireless network, including infrastructure, in Hobbs in Lea county.

The funding identified above was reauthorized or re-appropriated during the 2025 Legislative Session to extend the time of expenditure with the following new appropriation ID and reversion date.

DFA Appropriation ID J4152, NMDOT Control Number C2213016

APPROPRIATION REVERSION DATE: 6/30/2027

Laws of 2025, Chapter 158, SB425, Section 154.

The Grantee's total reimbursements shall not exceed the appropriation amount Eight Hundred Twenty Eight Thousand Dollars and No Cents, \$828,000, (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, \$0.00, which equals Eight Hundred Twenty Eight Thousand Dollars and No Cents, \$828,000, (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

2. Article IV(A) is deleted and replaced with the following:

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the “Reversion Date.” Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2027 the Reversion Date unless Terminated Before Reversion Date (“Early Termination”) pursuant to Article V herein.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this Amendment.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

DEPARTMENT OF TRANSPORTATION

Cabinet Secretary or Designee

Date

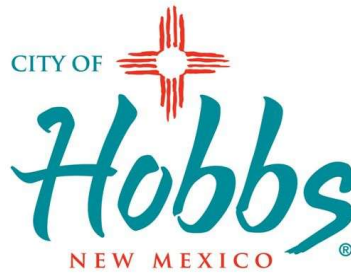
**REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE
DEPARTMENT'S OFFICE OF GENERAL COUNSEL**

By: Aaron Frankland or Designee

Date

YR/RANK	Last YR	Pre RANK	Project Title	Contact Person	Class	Type	Subtype	Project Location	Completed to date	Prelim. Budget 2026	Funded to Date	Proposed FY 2027	2028	2029	2030	2031	Total Project Cost	Amount Not Yet Funded
2027-01	01	01	Street Improvements / Resurfacing	Shelia Baker	Renovate/Repair	Transportation	Highways/Roads/Bridges	200 E Broadway St	26,726,880	2,000,000	28,726,880	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	78,726,880	50,000,000
2027-02	02	02	Drainage Master Plan & Improvements	Anthony Henry	New	Water	Storm/Surface Water Control	200 E Broadway St	-	400,000	400,000	750,000	250,000	250,000	250,000	250,000	2,150,000	1,750,000
2027-03	03	03	Joe Harvey Blvd. Improvements	Anthony Henry	Replace Existing	Transportation	Highways/Roads/Bridges	1717 W Joe Harvey Blvd	-	775,000	775,000	750,000	7,500,000	-	-	-	9,025,000	8,250,000
2027-04	04	04	West College Lane Realignment	Anthony Henry	New	Transportation	Highways/Roads/Bridges	3710 W College Lane - College Lane and	-	10,000,000	10,000,000	12,000,000	-	-	-	-	22,000,000	12,000,000
2027-05	09	05	Ambulance	Mark Doporto	New	Vehicles	Public Safety Vehicle	301 E White St - Citywide	1,271,301	228,699	1,500,000	-	300,000	-	300,000	-	2,100,000	600,000
2027-06	18	06	Animal Care Service Center	Shelia Baker	New	Facilities	Other	200 E Broadway St	-	-	-	1,500,000	-	-	-	-	1,500,000	1,500,000
2027-07	07	07	West Bender Widening Project & Drainage	Anthony Henry	New	Transportation	Highways/Roads/Bridges	1100 E Bender Blvd	25,000	475,000	500,000	2,500,000	11,000,000	-	-	-	14,000,000	13,500,000
2027-08	09	08	Municipal Facility Security Improvements	Shelia Baker	New	Facilities	Other	200 E Broadway St	51,000	538,000	589,000	1,000,000	1,000,000	-	-	-	2,589,000	2,000,000
2027-09	10	09	Dal Paso - Glorietta Traffic Signal	Anthony Henry	New	Transportation	Highways/Roads/Bridges	Hobbs, NM 88240	-	-	-	600,000	-	-	-	-	600,000	600,000
2027-10	13	10	SR 18 - South Dal Paso Improvements	Anthony Henry	Renovate/Repair	Transportation	Highways/Roads/Bridges	900 S Dal Paso St	-	-	-	3,750,000	3,500,000	3,500,000	-	-	10,750,000	10,750,000
2027-11	08	11	Gateway Corridor Beautification	Bryan Wagner	New	Facilities	Other	200 E Broadway St	-	-	-	500,000	500,000	500,000	500,000	500,000	2,500,000	2,500,000
2027-12	46	12	Heizer Park Renovations	Bryan Wagner	Renovate/Repair	Facilities	Other	110 E Stanolind Rd	1,542,200	-	1,542,200	500,000	2,000,000	-	-	-	4,042,200	2,500,000
2027-13	12	13	All Inclusive Playground	Bryan Wagner	New	Facilities	Other	2501 E Sanger St	-	-	-	1,500,000	-	-	-	-	1,500,000	1,500,000
2027-14	41	14	Prairie Haven Improvements	Bryan Wagner	New	Facilities	Other	1900 E Stanolind Rd	-	-	-	1,000,000	250,000	250,000	250,000	200,000	1,950,000	1,950,000
2027-15	14	15	Potable Ground Water Storage Tank Liner	Tim Woomer	New	Water	Water Supply	1300 South Fifth St	34,100	1,215,900	1,250,000	800,000	-	-	-	-	2,050,000	800,000
2027-16	16	16	Public Safety Vehicles & Equipment	August Fons	New	Vehicles	Public Safety Vehicle	300 N Turner St	5,590,086	1,697,059	7,287,145	1,500,000	1,000,000	1,000,000	1,000,000	1,000,000	12,787,145	5,500,000
2027-17	17	17	Fire / Police Training Facility	Shelia Baker	New	Facilities	Other	200 E Broadway St	-	-	-	5,000	3,500,000	-	-	-	3,505,000	3,505,000
2027-18		18	MLK Soccer Plex Rennovations	Bryan Wagner	Renovate/Repair	Facilities	Other	1509 S. Dal Paso St	-	30,000	30,000	500,000	-	-	-	-	530,000	500,000
2027-19		19	Library Programming Space Remodel	Nichole Lawless	Renovate/Repair	Facilities	Libraries	509 N Shipp St	-	-	-	20,000	500,000	-	-	-	520,000	520,000
2027-20	20	20	Mobile Rd Improvements	Anthony Henry	New	Transportation	Highways/Roads/Bridges	200 E Broadway St - Mobile	-	50,000	50,000	250,000	1,500,000	-	-	-	1,800,000	1,750,000
2027-21	21	21	RR Crossing Upgrades and New Crossings	Anthony Henry	New	Transportation	Highways/Roads/Bridges	200 E Broadway St - RR corridor	-	250,000	250,000	150,000	-	150,000	-	150,000	700,000	450,000
2027-22	22	22	East Skelly and Midwest Improvements	Anthony Henry	Renovate/Repair	Transportation	Highways/Roads/Bridges	1000 E Midwest St	1,000,000	1,000,000	2,000,000	1,000,000	1,750,000	-	-	-	4,750,000	2,750,000
2027-23	23	23	HPD Mobile Command Post	August Fons	New	Vehicles	Public Safety Vehicle	300 N Turner St	-	-	-	1,100,000	-	-	-	-	1,100,000	1,100,000
2027-24	24	24	Pickleball Facilities	Bryan Wagner	New	Facilities	Other	2501 E Sanger St	-	-	-	2,000,000	-	-	-	-	2,000,000	2,000,000
2027-25	25	25	Infrastructure / Utility Extensions	Tim Woomer	New	Other	Utilities (publicly-owned)	200 E Broadway St - Navajo	1,500,000	-	1,500,000	750,000	750,000	750,000	750,000	750,000	5,250,000	3,750,000
2027-26	26	26	Harry McAdams Park Improvements	Bryan Wagner	New	Facilities	Other	5300 West Jack Gomez Blvd	-	50,000	50,000	2,500,000	-	-	-	-	2,550,000	2,500,000
2027-27	27	27	HIAP Industrial Park Improvement	Todd Randall	New	Transportation	Highways/Roads/Bridges	5600 W Jack Gomez Blvd	-	-	-	12,000,000	-	-	-	-	12,000,000	12,000,000
2027-28	28	28	Water Wells Program	Tim Woomer	New	Water	Water Supply	200 E Broadway St	900,000	600,000	1,500,000	500,000	500,000	500,000	500,000	500,000	4,000,000	2,500,000
2027-29	29	29	Downtown Improvements	Todd Randall	New	Transportation	Highways/Roads/Bridges	200 E Broadway St	-	-	-	3,300,000	-	-	-	-	3,300,000	3,300,000
2027-30	30	30	School Zone Traffic Improvements	Anthony Henry	New	Transportation	Highways/Roads/Bridges	200 E Broadway St	195,000	55,000	250,000	250,000	250,000	-	-	-	750,000	500,000
2027-31	31	31	Municipal Vehicles and Equipment	Shelia Baker	Replace Existing	Vehicles	Public Safety Vehicle	200 E Broadway St - Citywide	5,590,086	1,697,059	7,287,145	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	14,787,145	7,500,000
2027-32	32	32	Public Facility Roof Reconstruction	Shelia Baker	Replace Existing	Facilities	Other	200 E Park St	77,000	805,000	882,000	1,000,000	-	500,000	-	500,000	2,882,000	2,000,000
2027-33	33	33	WWRF - Scada Improvements	Tim Woomer	Replace Existing	Other	Utilities (publicly-owned)	1300 S Fifth St	1,000,000	5,500,000	6,500,000	3,000,000	-	-	-	-	9,500,000	3,000,000
2027-34	35	34	Rockwind Grill Remodel	Shelia Baker	Renovate/Repair	Facilities	Other	5001 Jack Gomez Blvd	-	-	-	250,000	-	-	-	-	250,000	250,000
2027-35	36	35	Eagle IC Cameras	August Fons	New	Facilities	Other	300 N Turner St	-	-	-	450,000	-	-	-	-	450,000	450,000
2027-36	37	36	HPD Improvements	August Fons	New	Facilities	Other	300 N Turner St	-	-	-	300,000	2,500,000	-	-	-	2,800,000	2,800,000
2027-37	6	37	Citywide Fiber Network	Christa Belyeu	New	Facilities	Other	200 E Broadway St	550,000	1,200,000	1,750,000	2,500,000	500,000	500,000	500,000	500,000	6,250,000	4,500,000
2027-38	38	38	Boone Cemetery Renovation	Bryan Wagner	New	Facilities	Other	2909 N Dal Paso St	-	-	-	250,000	-	-	-	-	250,000	250,000
2027-39	39	39	Ground Water Remediation - WWRF	Tim Woomer	New	Other	Utilities (publicly-owned)	1300 S Fifth St	-	200,000	200,000	1,000,000	1,000,000	300,000	-	-	2,500,000	2,300,000
2027-40	40	40	Sewer Main Replacement	Tim Woomer	Replace Existing	Other	Utilities (publicly-owned)	3700 N Grimes St	16,890,014	9,100,000	25,990,014	1,000,000	500,000	500,000	500,000	500,000	28,990,014	3,000,000
2027-41	41	41	Water Main Replacement	Tim Woomer	Replace Existing	Other	Utilities (publicly-owned)	200 E Broadway St	2,523,372	2,100,000	4,623,372	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	9,623,372	5,000,000
2027-42	43	42	Rockwind Golf Course Drainage Improvements	Bryan Wagner	New	Facilities	Other	5001 W Jack Gomez Blvd	-	1,000,000	1,000,000	1,000,000	-	-	-	-	2,000,000	1,000,000
2027-43	44	43	Green Meadows - Annexation & Improvements	Todd Randall	New	Other	Other	4400 N Lovington Hwy	-	600,000	600,000	600,000	500,000	-	-	-	1,700,000	1,100,000
2027-44	45	44	AMR - Water Meter Replacement Program	Tim Woomer	Replace Existing	Other	Utilities (publicly-owned)	200 E Broadway St - Citywide	1,500,000	500,000	2,000,000	1,250,000	1,250,000	-	-	-	4,500,000	2,500,000
2027-45	11	45	Comprehensive/ Strategic Plan	Todd Randall	New	Other	Other	200 E Broadway St - Citywide	-	-	-	180,000	-	-	-	-	180,000	180,000
2027-46	47	46	Projection of Smith Ln	Anthony Henry	New	Transportation	Highways/Roads/Bridges	4630 W Smith Ln	-	-	-	350,000	-	-	-	-	350,000	350,000
2027-47	48	47	Skate/Bike Park	Bryan Wagner	New	Facilities	Other	2501 E Sanger St	-	-	-	1,600,000	-	-	-	-	1,600,000	1,600,000
2027-48	49	48	Public Facility HVAC Improvements	Shelia Baker	New	Facilities	Other	200 E Broadway St	77,000	805,000	882,000	500,000	-	500,000	-	500,000	2,382,000	1,500,000
2027-49	50	49	Water Effluent Improvements	Tim Woomer	New	Other	Utilities (publicly-owned)	200 E Broadway St	-	-	-	2,500,000	500,000	500,000	-	-	3,500,000	3,500,000
2027-50	51	50	Manhole Repair Program	Tim Woomer	New	Other	Utilities (publicly-owned)	200 E Broadway St - Citywide	186,318	483,682	670,000	60,000	60,000	60,000	60,000	60,000	970,000	300,000
2027-51	52	51	Veteran's Complex - Baseball Safety Netting	Bryan Wagner	New	Facilities	Other	2501 East Sanger St	-	-	-	250,000	-	-	-	-	250,000	250,000
2027-52	53	52	Varsity Grandstand Improvements	Bryan Wagner	New	Facilities	Other	800 N Jefferson St	-	-	-	1,500,000	-	-	-	-	1,500,000	1,500,000
2027-53	54	53	Arterial COOP Project	Anthony Henry	New	Transportation	Highways/Roads/Bridges	200 E Broadway St - Citywide	-	-	-	175,000	175,000	175,000	175,000	175,000	875,000	875,000
2027-54	55	54	ADA Intersection Improvement Project	Anthony Henry	Replace Existing	Transportation	Highways/Roads/Bridges	200 E Broadway St - City wide	-	5,000	5,000	50,000	50,000	50,000	50,000	50,000	255,000	250,000
2027-55	56	55	MAP Roadway Rehabilitation Projects	Anthony Henry	New	Transportation	Highways/Roads/Bridges	200 E Broadway St - Citywide	-	-	-	600,000	600,000	600,000	600,000	600,000	3,000,000	3,000,000
2028-01	01	01	Wildland Fire Apparatus 2028	Mark Doporto	Replace Existing	Vehicles	Public Safety Vehicle	200 E Broadway St - Citywide	-	-	-	-	-	450,000	-	-	450,000	450,000
2028-02	01	02	Outdoor Range Phase II	August Fons	New	Facilities	Other	6410 N A St - PD Ouydoor Range	423,821	-	423,821	-	450,000	-	-	-	873,821	450,000
2028-03	02	03	Retention / Detention Basin Renovations	Bryan Wagner	New	Water	Storm/Surface Water Control	2304 N Jefferson St	-	-	-	-	500,000	500,000	500,000	500,000	2,000,000	2,000,000
2028-04	03	04	Northwest Bypass	Anthony Henry	New	Transportation	Highways/Roads/Bridges	200 E Broadway St	-	-	-	-	600,000	500,000	18,400,000	-	19,500,000	19,500,000
2028-05	04	05	Projection of Central West	Anthony Henry	New	Transportation	Highways/Roads/Bridges	200 E Broadway St - Intersection of	-	-	-	-	100,000	775,000	-	-	875,000	875,000
2028-06	05	06	Traffic Signal Upgrades on SR 18	Anthony Henry	New	Transportation	Highways/Roads/Bridges	200 E Broadway St - City wide	1,533,613	355,106	1,888,719	-	800,000	250,000	250,000	250,000	3,438,719	1,550,000
2028-07	06	07	Green Meadows Park Renovation	Bryan Wagner	New	Facilities	Other	4400 N Lovington Hwy	-	-	-	-	3,000,000	-	-	-	3,000,000	3,000,000
2028-08	07	08	Artificial Sportfield Turf	Bryan Wagner	New	Facilities	Other	1301 W Clinton St	-	-	-	-	4,200,000	-	-	-	4,200,000	4,200,000
2028-09	08	09	Traffic Study Update	Anthony Henry	New	Transportation	Highways/Roads/Bridges	200 E Broadway St - Citywide	30,000	-	30,000	-	350,000	-	-	-	380,000	350,000
2028-10	05	10	Aquatic Facility	Doug McDaniel	New	Facilities	Other	4827 N Lovington Hwy	-	500,000	500,000	12,000,000	-	-	-	-	12,500,000	12,000,000
2028-11	10	11	SR 18 - Sewer Trunk Line Extension	Tim Woomer	New	Other	Utilities (publicly-owned)	5317 N Lovington Hwy	-	-	-	-	3,500,000	-	-	-	3,500,000	3,500,000
2028-12	11	12	Rockwind Golf Course-Teaching Facility	Doug McDaniel	New	Facilities	Other	5001 Jack Gomez Blvd	-	-	-	-	800,000	-	-	-	800,000	800,000
2028-13	12	13	Parks & Rec. Master Plan Study	Doug McDaniel	New	Other	Other	200 E Broadway St	-	-	-	-	125,000	-	-	-	125,000	125,000
2028-14	13	14	Install Equipment Wash Bay - 5	Bryan Wagner	New	Facilities												

YR/RANK	Last YR	Pre RANK	Project Title	Contact Person	Class	Type	Subtype	Project Location	Completed to date	Prelim. Budget 2026	Funded to Date	Proposed FY 2027	2028	2029	2030	2031	Total Project Cost	Amount Not Yet Funded
2029-02	02	02	New Elevated Water Storage	Tim Woomer	New	Water	Water Supply	1300 S. Fifth St	-	-	-	-	-	5,000,000	-	-	5,000,000	5,000,000
2029-03	03	03	Water System Improvements (North Reservoir)	Tim Woomer	New	Water	Water Supply	200 E Broadway St - Citywide	-	-	-	-	-	10,000,000	-	-	10,000,000	10,000,000
2029-04	04	04	Apache Dr/Fowler St Utilities Extension	Tim Woomer	New	Other	Utilities (publicly-owned)	200 E Broadway St - Apache Drive	-	-	-	-	-	75,000	1,175,000	-	1,250,000	1,250,000
2029-05	05	05	Del Norte Park Expansion Area	Bryan Wagner	New	Facilities	Other	4314 N Grimes St	1,600,000	-	1,600,000	-	-	4,500,000	-	-	6,100,000	4,500,000
2030-01	01	01	Millen Projection	Anthony Henry	New	Transportation	Highways/Roads/Bridges	200 E Broadway St - Millen Drive	-	-	-	-	-	-	3,000,000	-	3,000,000	3,000,000
2030-02	02	02	Fowler Street Extension	Anthony Henry	New	Transportation	Highways/Roads/Bridges	200 E Broadway St - N Fowler St	-	-	-	-	-	-	2,500,000	-	2,500,000	2,500,000
2030-03	03	03	Bender Median Renovations	Bryan Wagner	New	Transportation	Medians	200 E Broadway St - Bender Blvd.	-	-	-	-	-	-	750,000	-	750,000	750,000
2030-04	04	04	Turner Improvements	Bryan Wagner	New	Facilities	Other	200 E Broadway St - Turner St	-	-	-	-	-	500,000	2,500,000	2,500,000	5,500,000	5,500,000
2031-01	01	01	Southeast Bypass	Anthony Henry	New	Transportation	Highways/Roads/Bridges	200 E Broadway St - Grimes St	783,000	-	783,000	-	-	-	-	19,000,000	19,783,000	19,000,000
2031-02	02	02	Bensing South Projection	Anthony Henry	New	Transportation	Highways/Roads/Bridges	200 E Broadway St - South Bensing	-	-	-	-	-	-	-	1,750,000	1,750,000	1,750,000
2031-03	03	03	WWRF - Dryer Replacement	Tim Woomer	New	Water	Wastewater	1300 South Fifth St.	-	-	-	-	-	-	-	6,000,000	6,000,000	6,000,000
Number of projects:									84	Funded to Date	Prelim. Budget 2026	Year: 1	Year: 2	Year: 3	Year: 4	Year: 5	Total Project Cost	Total Not Yet Funded:
Grand Totals									72,799,791	44,215,505	98,890,000	90,710,000	49,635,000	51,010,000	51,235,000		458,495,296	341,480,000



CITY OF HOBBS
2027 – 2031 ICIP Project List
As recommended by
City of Hobbs Planning Board

Top 10 Priority List

- #1 Street Improvements / Resurfacing**
- #2 Drainage Master Plan & Improvements**
- #3 Joe Harvey Blvd. Improvements**
- #4 West College Lane Realignment**
- #5 Ambulance**
- #6 Animal Care Service Center**
- #7 West Bender Widening Project & Drainage**
- #8 Municipal Facility Security Improvements**
- #9 Dal Paso – Glorietta Traffic Signal**
- #10 SR 18 – South Dal Paso Improvements**



ICIP Schedule FY 2027 – 2031

New Project Entry
April 1st thru May 16th

Planning Board
May 20th

Commission
June 16th

Complete Data Entry
July 3rd

2026 – 2030 ICIP Project List Top 5 Priority List

- 1 Street Improvements / Resurfacing
- 2 Drainage Master Plan & Improvements
- 3 Joe Harvey Blvd. Improvements
- 4 West College Lane Realignment
- 5 Aquatic Facility

2026 – 2030 ICIP Project List Top 10 Priority List

- 1 Street Improvements / Resurfacing
- 2 Drainage Master Plan & Improvements
- 3 Joe Harvey Blvd. Improvements
- 4 West College Lane Realignment
- 5 Aquatic Facility
- 6 Citywide Fiber Network
- 7 West Bender Widening Project & Drainage
- 8 Gateway Corridor Beautification
- 9 Municipal Facility Security Improvements
- 10 Dal Paso – Glorietta Traffic Signal



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
June 2, 2025

SUBJECT: Resolution No. 7626 - Establishing the City of Hobbs' Municipal Officers to be Elected at the Regular Local Election to be Held on Tuesday, November 4, 2025

DEPT OF ORIGIN: City Clerk
DATE SUBMITTED: 4/17/2025
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

On May 15, 2023, the City of Hobbs opted in to the Regular Local Election Act which provides for the election of its municipal officers in the Regular Local Election which is a consolidated election day for non-partisan local bodies. This election will be held on **Tuesday, November 4, 2025**. To prepare for the election, the municipality must give written notice to the Lea County Clerk of all offices or positions to be filled on the November ballot. These positions are as follows:

- One Mayor for a four-year term, elected at large
- One Commissioner for a four-year term, District 1
- One Commissioner for a four-year term, District 2
- One Commissioner for a four-year term, District 3

Candidate Filing Day is **Tuesday, August 26, 2025, from 9:00 AM – 5:00 PM** at the Lea County Clerk's Office.

Fiscal Impact:

There is no cost to the City for the Local Election. Lea County covers the cost and is reimbursed thereafter by the State.

Attachments:

Resolution - Establishing Municipal Officers for Election on 11-4-25

Recommendation:

Motion to approve the resolution.

Approved By:

Jan Fletcher, City Clerk	5/22/2025
Toby Spears, Finance Director	5/23/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	5/23/2025

CITY OF HOBBS

RESOLUTION NO. 7626

A RESOLUTION ESTABLISHING THE CITY OF HOBBS' MUNICIPAL OFFICERS
TO BE ELECTED AT THE REGULAR LOCAL ELECTION
TO BE HELD ON TUESDAY, NOVEMBER 4, 2025

WHEREAS, under the statutes of the State of New Mexico, an election is required to be held for the purpose of electing municipal officials whose term of office expires in the year 2025; and

WHEREAS, on July 1, 2018, the Local Election Act went into effect as Chapter 1, Article 22, NMSA 1978, establishing the Regular Local Election, a consolidated election day for non-partisan local government bodies on the first Tuesday after the first Monday in November of each odd-numbered year; and

WHEREAS, the City of Hobbs duly opted in to the Regular Local Election Act on May 15, 2023, which provides for the election of its municipal officers in the Regular Local Election.

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

- A. A Regular Local Election will be held on November 4, 2025.
- B. At the Regular Local Election, persons shall be elected to fill the following elective municipal offices:
 - 1. One Mayor for a four-year term, elected at large
 - 2. One Commissioner for a four-year term, District 1
 - 3. One Commissioner for a four-year term, District 2
 - 4. One Commissioner for a four-year term, District 3

PASSED, ADOPTED AND APPROVED this 2nd day of June, 2025.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
June 2, 2025

SUBJECT: Resolution No. 7627 - Authorizing the Mayor and City Manager to Execute a Memorandum of Understanding with the University of the Southwest for Use of the University's Kitchen

DEPT OF ORIGIN: Legal

DATE SUBMITTED: 5/22/2025

SUBMITTED BY: Medjine Desrosiers-Douyon, Deputy City Attorney

Summary:

This resolution authorizes the Mayor and the City Manager to execute a Memorandum of Understanding with the University of the Southwest detailing the terms and responsibilities of each entity for the use of the kitchen located on the campus of the USW to prepare meal services for the Senior Center. The usage fee outlined in this MOU is \$1,500 per month.

Fiscal Impact:

The City of Hobbs is utilizing a Legislative NM Gro appropriation in the amount of \$160,000.00 to fund this contract in the amount of \$18,000.00. The reversion date of the legislative appropriation is 6 30 2026. Carryover of existing funds is anticipated at \$132,000.00 Budget line # 214021-42601-00345.

Attachments:

Resolutions-MOU USW Kitchen Usage (2025)
MOU - USW Kitchen Usage (2025)

Recommendation:

The Commission should consider the Resolution

Approved By:

Medjine Desrosiers-Douyon, Deputy City Attorney	5/16/2025
Toby Spears, Finance Director	5/21/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	5/22/2025
Manny Gomez, City Manager	5/22/2025

CITY OF HOBBS

RESOLUTION NO. 7627

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE
A MEMORANDUM OF UNDERSTANDING WITH THE UNIVERSITY OF THE
SOUTHWEST FOR USE OF THE UNIVERSITY'S KITCHEN

WHEREAS, the City of Hobbs and the University of the Southwest seek to maintain a harmonious relationship for the benefit of the residents of Hobbs, New Mexico; and

WHEREAS, the City and University seek to enter into an agreement wherein the City utilizes the University's kitchen to prepare meal services for the City of Hobbs Senior Center, which benefits an important population in Hobbs, New Mexico; and

WHEREAS, the City will pay the University \$1,500 a month as a usage fee to offset maintenance and operational expenses incurred by the daily operation of the kitchen; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor and City Manager be and are hereby directed to execute a Memorandum of Understanding with the University of the Southwest for use of the University's kitchen.

PASSED, ADOPTED AND APPROVED this 2nd day of June, 2025.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNIVERSITY OF THE SOUTHWEST AND THE
CITY OF HOBBS**

This Memorandum of Understanding is made this _____ day of _____, 2025, by and between the City of Hobbs (hereinafter "CITY") and the University of the Southwest (hereinafter "USW").

PURPOSE

The purpose of this agreement is to establish guidelines for the use of, and access to USW's kitchen facility, located on the campus of USW, by the CITY, including its staff and contractors. The CITY and USW seek to foster a collaborative working relationship to achieve positive outcomes for the community. CITY and USW agree to cooperate in accordance with the terms outlined in this Memorandum of Understanding.

DUTIES

I. USW DUTIES

USW will ensure the following obligations are met:

- A. USW will provide kitchen access, space, storage, and appliances for CITY's current contractor, Great Western Dining Service, Inc., as well as CITY's staff to prepare and deliver food for the CITY's meal services for the Senior Center.
- B. USW will determine the food storage space available to CITY for all food storage including freezer, walk-in refrigerator, and dry storage. Space shall be adequate for all food associated with the CITY's meal services for the Senior Center.
- C. USW will ensure that all available kitchen space is adequate to achieve the desired purpose of preparing food for the CITY's meal services for the Senior Center.
- D. USW will provide storage for all cleaning supplies and equipment used by CITY's current contractor, Great Western Dining Service, Inc., as well as CITY's staff, associated with the use of USW's kitchen and the meal services for the Senior Center.

- E. USW will provide all regular utilities and shall ensure that all utilities remain operational during use of the kitchen space for preparation and delivery of the CITY's meals services for the Senior Center.

II. CITY DUTIES

CITY will ensure the following obligations are met:

- A. CITY will coordinate with Great Western Dining Services, Inc. to provide USW with a list of all staff that will be working to fulfill Great Western Dining Service, Inc.'s contract with the CITY by utilizing USW's kitchen space.
- B. CITY will ensure that all staff follow applicable rules and regulations for campus access and kitchen usage currently in place at USW. CITY further understands that failure to abide by this requirement will result in removal from campus of non-compliant individuals.
- C. CITY will ensure best practices and reasonable care are exercised in use of USW's kitchen.
- D. CITY shall remain responsive to any concerns raised by USW as to the care, use, and maintenance of USW's kitchen by CITY staff.

III. COMPENSATION

CITY will pay USW a sum of \$1,500.00 per month for use of the USW's kitchen facility. The payment from CITY to USW is to offset maintenance and operational expenses incurred with the daily operation of USW's kitchen. Compensation from CITY to USW will be made for the purpose set forth herein. Strict accountability of all receipts and payments will be maintained by CITY and USW.

MERGER OF AGREEMENT

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

SOVEREIGN IMMUNITY

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

LIABILITY

Each party agrees to bear liability and responsibility for the negligent, reckless or deliberate acts or omissions of their own officers and employees, as limited by the New Mexico Tort Claims Act.

THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing the Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to the Agreement to maintain, pursuant to the provisions of the Agreement, a suit of any nature, including but not limited to suits alleging wrongful death, bodily and/or personal injury to person(s), damages to property(ies), and/or any cause of action.

INSURANCE

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

TERM

This Memorandum of Understanding shall continue in full force and effect from July 1, 2025, until June 30, 2026, or until both parties mutually agree in writing otherwise.

SEVERABILITY

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

GOVERNING LAW

This Memorandum of Understanding shall be construed in accordance with the laws of the State of New Mexico.

EFFECTIVE DATE

This Memorandum of Understanding shall be in full force and effect upon execution and approval of the parties hereto and performance shall begin on July 1, 2025.

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

UNIVERSITY OF THE SOUTHWEST

BY: _____ Date: _____
Dr. Ryan Tipton
President

CITY OF HOBBS

BY: _____ Date: _____
Sam Cobb
Mayor

BY: _____ Date: _____
Manny Gomez
City Manager

Approved as to Form:

By: _____ Date: _____
Medjine Desrosiers-Douyon
Deputy City Attorney

By: _____ Date: _____
Attorney for University of the Southwest



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
June 2, 2025

SUBJECT: Resolution No. 7628 - Approving a Development Agreement with Lemke Development Inc. Concerning the Development of Market-Rate Single-Family Housing

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 5/22/2025

SUBMITTED BY: Kristalyn Seepersad, Planning Project Manager

Summary:

Lemke Development Inc. has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market-rate single-family units and is requesting infrastructure incentives of \$300,000.

Fiscal Impact:

Budget	22-4022-44901-00387 (Lea County Housing Grant)
Available:	\$948,000
Development Agreement	\$300,000

Attachments:

Resolution - Lemke Development LLC SFIRDA 6-2-25
(6-2-25) Lemke Development LLC SFIRDA

Recommendation:

Consider approval / denial of Resolution and Development Agreement

Approved By:

Todd Randall, Assistant City Manager	5/22/2025
Toby Spears, Finance Director	5/22/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	5/23/2025
Manny Gomez, City Manager	5/27/2025

CITY OF HOBBS

RESOLUTION NO. 7628

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH LEMKE DEVELOPMENT INC CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY HOUSING

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with Lemke Development Inc. concerning the development of market rate single-family housing within the municipal boundary and the extraterritorial jurisdiction (ETJ); and

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

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

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

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

PASSED, ADOPTED AND APPROVED this 2nd day of June, 2025.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into on this 2nd day of June 2025 by and between the City of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and **Lemke Development Inc., 4008 N. Grimes Street, Hobbs, NM 88240**, (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

RECITALS:

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

** Developer has submitted a proposal to the City to deliver the required Market Rate Single Family Housing, to be produced within 365 days of ratification of this agreement, within the City of Hobbs and the extraterritorial jurisdiction (ETJ) boundary.

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

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

A. Work To Be Performed.

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

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

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

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

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

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

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

B. Payment for Services.

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

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

C. Construction Requirements.

High Wind Events: During high wind events, contractors must implement effective mitigation measures and best management practices (BMPs) to minimize blowing trash and airborne dust. This includes deploying wind barriers such as fencing or tarps around work areas, securing loose materials and debris with weighted coverings, and promptly collecting and disposing of waste to prevent it from becoming windborne. Additionally, contractors should apply water or soil stabilizers to exposed surfaces to suppress dust and adjust work schedules to avoid high-risk activities during extreme wind conditions. Regular site inspections and immediate corrective actions ensure compliance with environmental regulations and protect surrounding communities from the impacts of wind-driven debris and dust.

D. Assignment of Agreement.

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

E. Insurance Requirements and Hold Harmless Provision.

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

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

F. Governing Law and Provisions.

1. This Agreement shall be governed by the laws of the State of New Mexico. Jurisdiction and venue relating to any litigation or dispute arising out of this Agreement shall be in the District Court of Lea County, New Mexico, only. If any part of this contract shall be deemed

in violation of the laws or Constitution of New Mexico, only such part thereof shall be thereby invalidated, and all other parts hereof shall remain valid and enforceable.

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

G. Final Payment and Release of Claims.

1. Developer, upon final payment of all amounts due under this Agreement, releases the City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

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

H. Amendments.

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

I. Breach.

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

J. Remedies Upon Breach.

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

K. Termination.

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

L. Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN: **Lemke Development Inc., 4008 N. Grimes Street, Hobbs, NM 88240** and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

M. Entire Agreement.

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

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

City of Hobbs

Developer

By: Sam D. Cobb, Mayor

By: Lemke Development Inc.

ATTEST:

APPROVED AS TO FORM:

JAN FLETCHER, City Clerk

Medjine Desrosiers-Douyon, Deputy City Attorney



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
June 2, 2025

SUBJECT: Resolution No. 7629 - Consideration to Approve an Infrastructure Extension Development Agreement with Property Management Plus, LLC Concerning the Development of Public Infrastructure.

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 5/22/2025

SUBMITTED BY: Kristalyn Seepersad, Planning Project Manager

Summary:

Property Management Plus, LLC has requested a Public Participation Infrastructure Development Agreement concerning the projection of Iron Avenue east from the intersection of Dal Paso, being a distance of +/-320'. The attached Development Agreement would allow the developer partial reimbursement of installed public infrastructure based on the approved Engineer of Records certified invoices, adopted fair share costs and not to exceed \$52,500.00.

Fiscal Impact:

Budget	22-4022-44901-00387 (Lea County Housing Grant)
Available:	\$948,000
Development Agreement	\$52,500

Attachments:

Resolution - Property Management Plus SFIRDA RESO
Property Management Plus - Iron St - DA 06-02-25

Recommendation:

Commission considers approval / denial of the attached Development Agreement.

Approved By:

Todd Randall, Assistant City Manager	5/22/2025
Toby Spears, Finance Director	5/22/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	5/23/2025
Manny Gomez, City Manager	5/27/2025

CITY OF HOBBS

RESOLUTION NO. 7629

A RESOLUTION TO APPROVE AN INFRASTRUCTURE EXTENSION DEVELOPMENT AGREEMENT WITH PROPERTY MANAGEMENT PLUS CONCERNING THE DEVELOPMENT OF PUBLIC INFRASTRUCTURE.

WHEREAS, the City of Hobbs is proposing to enter into an Infrastructure Extension Development Agreement with Property Management Plus, LLC., concerning the projection of Iron Avenue east from the intersection of Dal Paso, being a distance of +/- 320'; and

WHEREAS, the aforementioned Development Agreement requires the Developer to emplace all of the required public infrastructure; and

WHEREAS, upon receipt of the Engineer of Records Certification of Compliance, the City shall reimburse the Developer a portion of the actual cost (excluding GRT) for the emplaced Public Infrastructure, not to exceed \$52,500.00.

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

1. The City of Hobbs hereby approves the Infrastructure Extension Development Agreement, which is attached hereto and made a part of this Agreement as Exhibit #1 and the Mayor, and/or his designee, is hereby authorized to execute the Agreement.
2. That City staff and officials are authorized to do any and all deeds to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 2nd day of June, 2025.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

INFRASTRUCTURE DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, between the City of Hobbs, New Mexico, a New Mexico Municipal Corporation, (hereafter called the "City"); and Property Management Plus, LLC, 4008 N Grimes PMB #262, Hobbs, NM 88240 (hereafter called "Developer").

RECITALS:

WHEREAS, "Developer" has proposed to construction the projection of **Iron Avenue** from the existing terminus east of Dal Paso Street to service the Kass Glorietta Iron Subdivision; and

WHEREAS, the projection of **Iron Avenue**, a designated Minor Residential, would serve the current and future transportation and public safety response needs of the overall public and the neighborhoods served by the roadway; and

WHEREAS, "Developer" has beneficial use of the public infrastructure on the north side only and the "City" may participate in fair share and oversize of public infrastructure; and

WHEREAS, "City" has examined the proposed improvements and the larger area that could be served and the Life, Health and Safety benefits of the proposed extension, and has concluded that participation in the cost of the Infrastructure would benefit the Public.

NOW, THEREFORE, in consideration of the above premises, the parties hereby agree as follows:

1. The Developer shall dedicate public right-of-way and develop, compliant with City provided Construction Plan Sets, the projection of Iron Avenue within the dedicated right of way from the existing terminus east of Dal Paso (being +/- 320 lineal feet along the Center Line), as a Minor Residential Section per the COH Major Thoroughfare Plan.
2. The Developer shall design or cause to be designed construction plans for the development of public infrastructure, comprised of +/- 250' of an 8" sewer and 320' of a 37' residential roadway with sidewalk, for municipal review and approval.
3. Upon approval of the construction plans the Developer shall construct or cause to be constructed the Public Infrastructure. The Developer shall employ the services of a registered New Mexico Civil Engineer who shall certify the installation of the Public Infrastructure as to compliance with the plan set and City of Hobbs Standards prior to municipal acceptance.
4. After receipt of the Engineer of Records Certification of Compliance and recordation of any dedications to contain the Public Infrastructure as required, the City shall reimburse the Developer for the Public Infrastructure installed, not to exceed **\$52,500.00**. (See Exhibit "A" Sketch Plan attached hereto)

5. Responsibilities of the parties hereto are as follows:
 - a. The Developer shall:
 - i. Acquire all Public Infrastructure dedications as required.
 - ii. Submit a Plan Set for review and approval.
 - iii. Employ the services of a Civil Engineer to oversee the Construction and Certification of the public infrastructure.
 - b. The City shall:
 - i. Review and Approve construction plan set.
 - ii. After receipt of the Engineer of Records Certification of Compliance and recordation of any dedications to contain the public infrastructure as required, the City shall reimburse the Developer of the actual cost for the Public Infrastructure installed, not to exceed **\$52,500.00**. (See Exhibit "A" Sketch Plan attached hereto)
6. All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: Planning Department, 200 E. Broadway, Hobbs, NM 88240; to Developer – Property Management Plus, LLC, 4008 N Grimes PMB #262, Hobbs, NM 88240, or to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.
7. This Agreement 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.
8. **Representations of City.**
 - a. City is a duly organized and validly existing municipal corporation under the laws of the State of New Mexico with full municipal power to enter into this Agreement and to carry out the terms, conditions and provisions hereof.
 - b. City shall review and process the construction plan set in a forthright manner and with due diligence.

9. Representations of Developer.

To the best knowledge of Developer, there is no litigation, proceeding or governmental investigation, either pending or threatened in any court, arbitration board or administrative agency against or relating to Developer to prevent or impede the consummation of this Agreement by Developer.

10. BREACH

- a. The following events constitute a breach of this Agreement by Developer.
 - i. Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.
- b. The following events constitute a breach of this Agreement by City:
 - i. City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.

11. REMEDIES UPON BREACH.

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

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. TERMINATION. This Agreement shall be terminated upon the completion of all installation and construction defined herein or 365 days from ratification.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among and between City and Developer and there are no other agreements or understandings, oral or otherwise, between the parties on the issues defined herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF HOBBS

DEVELOPER

Sam D. Cobb – Mayor

Property Management Plus, LLC –
Developer\Property Owner

ATTEST:

APPROVED AS TO FORM:

Jan Fletcher, City Clerk

Medjine Desrosiers-Douyon, Deputy City Attorney

Exhibit A Attached – Location Map / Preliminary Site Plan



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
June 2, 2025

SUBJECT: Resolution No. 7630 - Final Plat Approval Meadows Unit 5
Subdivision with Cash Bond for unfinished public infrastructure

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 5/28/2025

SUBMITTED BY: Todd Randall, Assistant City Manager

Summary:

The Planning Board approved the Final Plat on April 15, 2025 along with the surety of a cash bond for the public infrastructure not completed. The developer has provided a cash bond of \$15,131.78 and the Engineer of Record has provided Letter of Certification noting items that need to be addressed. The subdivision creates 20 residential lots off of Ja-Rob and north of College Lane.

Fiscal Impact:

Public Infrastructure: Approximately 600 L.F. of new roadway, water and sewer will be added to the asset list

Cash Bond: \$15,131.78

Upon receiving the Engineer of Record certification letter and inspection of items noted to be completed, the cash bond will be released back to the Developer

Attachments:

Resolution - MEADOWS UNIT 5 Final Plat Approval
PLAT
4-15-2025 minutes Planning Board
EOR Certification Letter 2025-05-15
ITEMS_BOND AMOUNT

Recommendation:

Consider the approval of the Meadows Unit 5 Final Plat with Cash Bond

Approved By:

Todd Randall, Assistant City Manager	5/28/2025
Toby Spears, Finance Director	5/28/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	5/28/2025
Manny Gomez, City Manager	5/29/2025

CITY OF HOBBS

RESOLUTION NO. 7630

A RESOLUTION TO APPROVE THE FINAL PLAT FOR MEADOWS UNIT SUBDIVISION, AS RECOMMENDED BY THE PLANNING BOARD.

WHEREAS, Lemke Development, Inc. has submitted a Final Plat for Meadows Unit 5 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 April 15, 2025; and

WHEREAS, the Final Plat for the Meadows Unit 5 Subdivision was reviewed and found compliant with MC Title 16 by the City of Hobbs Planning Board and the Municipality is in receipt of the Engineer of Record Certification as to the installation of all public infrastructures, which noted unfinished public infrastructure; and

WHEREAS, the City has received a cash bond of \$15,131.78 to ensure the unfinished infrastructure is completed.

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 Meadows Unit 5 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 2nd day of June, 2025.

SAM D. COBB, Mayor

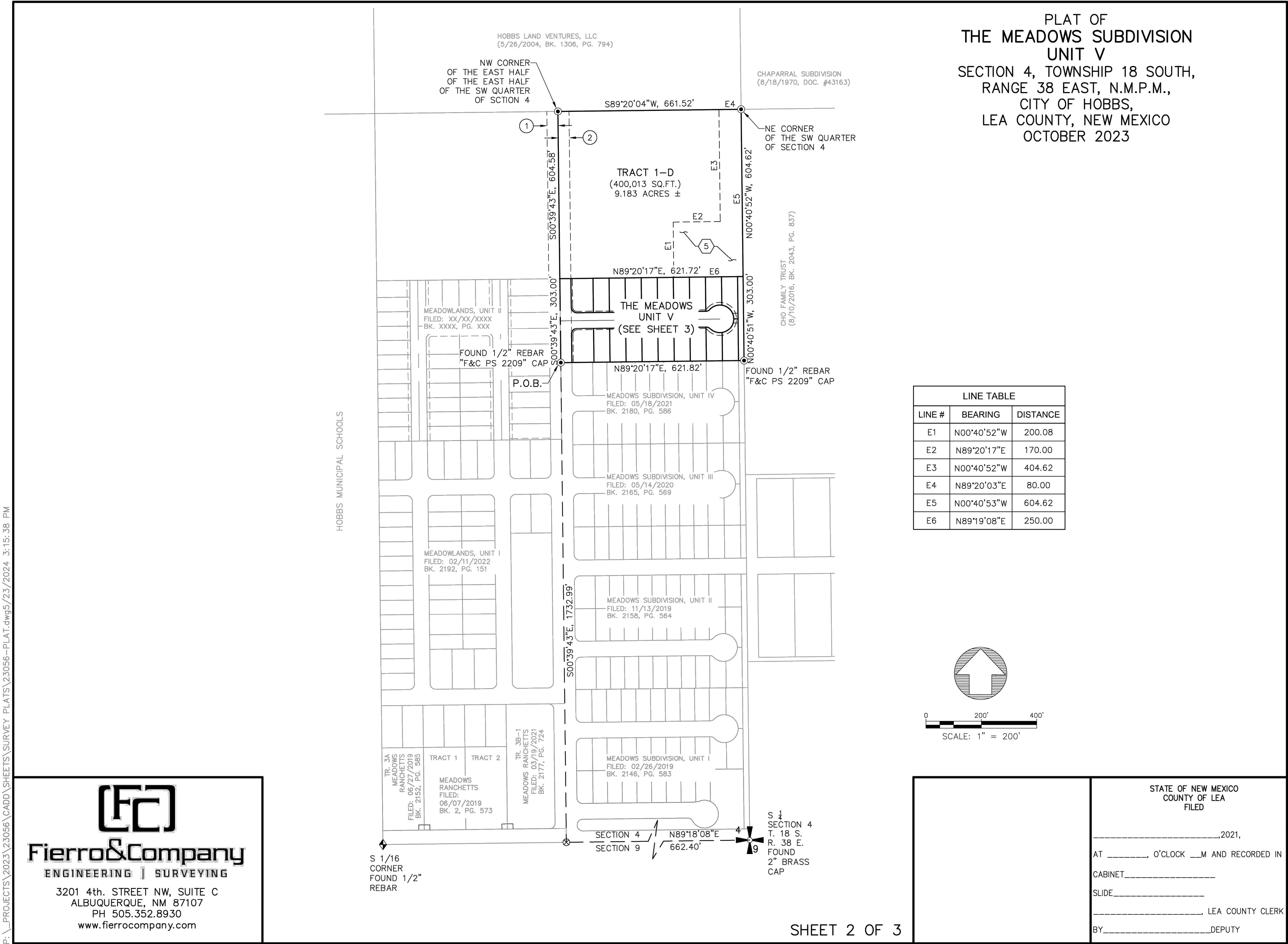
ATTEST:

JAN FLETCHER, CITY CLERK

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Fierro & Company
ENGINEERING | SURVEYING

3201 4th. STREET NW, SUITE C
ALBUQUERQUE, NM 87107
PH 505.352.8930
www.fierrocompany.com

DESIGNED: RJF							
DRAWN: JB							
CHECKED: RJF							
APPROVED: ###							
	1	5/8/24	RJF	UPDATED PLAT			
	NO.	DATE	BY	REVISION			





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ENGINEERING | SURVEYING
3201 4th. STREET NW, SUITE C
ALBUQUERQUE, NM 87107
(505) 352-8930

CLIENT:

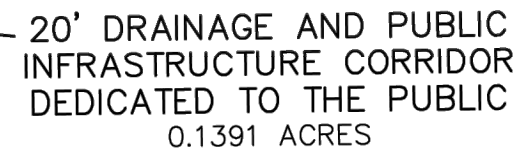
JOHN LEMKE
D.B.A.
LEMKE DEVELOPMENT, INC.

THE MEADOWS SUBDIVISION
UNIT V

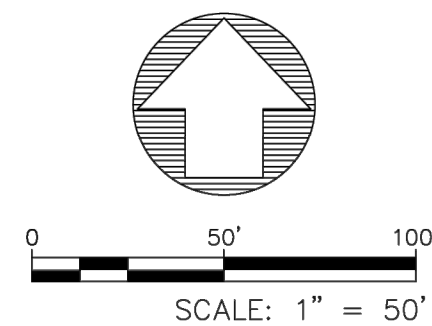
PRELIMINARY PLAT

SHEET	5	of	26
SET	2-2		
DATE	JANUARY 2024		
PROJ	23056		

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C3	48.33	50.00	55°22'44"	S72°12'29"E	46.47
C4	70.48	50.00	80°45'52"	N39°43'13"E	64.79
C5	70.48	50.00	80°45'52"	N41°02'39"W	64.79
C6	48.33	50.00	55°22'44"	S70°53'03"W	46.47



CHO FAMILY TRUST
(8/10/2016, BK. 2043, PG. 837)



STATE OF NEW MEXICO
COUNTY OF LEA
FILED

_____, 2021,
AT _____, O'CLOCK ____M AND RECORDED IN
CABINET _____
SLIDE _____
_____, LEA COUNTY CLERK
BY _____ DEPUTY

P:\PROJECTS\2023\23056\CADD\SHEETS\CONST PLANS\PLAN SET\02 PLAT\23056-PLAT.dwg May 23, 2024 - 3:21pm

**PLANNING BOARD REGULAR MEETING
MINUTES
APRIL 15, 2025**

The Hobbs Planning Board met on April 15, 2025, at 10:00 a.m. at the City of Hobbs Annex Building, First Floor Commission Chambers, located at 200 E. Broadway, Hobbs, NM 88240 with Mr. W.M. “Tres” Hicks, Chairman, presiding.

Members Present:

W.M. “Tres” Hicks, Chairman
Larchinee Turner
Ben Donahue
Bill Ramirez
Brett Drennan

Members Absent

Guy Kesner, Vice Chairman
Brett Clay

Also present were members of the public and City staff as follows:

Todd Randall, Assistant City Manager
April Hargrove, Engineering Assistant
Shawn Williams, Fire Marshal
John Portulano, Lea County Planner
5 Citizen(s)

Anthony Henry, City Engineer
Kristalyn Seepersad, Project Manager
Tony Alarcon, Fire Inspector

Call to Order and Roll Call

Ms. April Hargrove, Engineering Assistant, did a roll call for members as follows:

Mr. Ramirez-yes, Ms. Turner-yes, Mr. Kesner-absent, Mr. Drennan-yes, Mr. Clay-absent, Mr. Donahue-yes, and Mr. Hicks-yes. There were five members present at the meeting.

Mr. Hicks called the meeting to order at 10:03 a.m.

1.) Review and Consider Approval of Agenda

The first item of business was to review and approve the agenda for the April 15, 2025, regular meeting. Mr. Hicks asked if there were any additions or changes to the agenda. Mr. Randall stated there were no changes. Ms. Turner made a motion, seconded by Mr. Ramirez to approve the agenda as presented. The vote on the motion was 5-0, and the motion carried.

2.) Review and Consider Approval of Minutes

Mr. Hicks asked if everyone had a chance to read the Regular Meeting Minutes from March 18, 2025. Mr. Ramirez made a motion, seconded by Mr. Donahue to approve the Regular Meeting Minutes as presented. The vote was recorded as follows: Ramirez yes, Kesner absent, Clay absent, Donahue yes, Turner yes, Drennan yes, Hicks yes. The vote on the motion was 5-0 and the motion carried.

Communications from Citizens

Mr. Dale Shook, representing Belvue Baptist Church, voiced concerns about the deteriorating condition of the road leading to a nearby RV park, believed to be named Vickie Lane. He explained that the previous property owner had maintained the road, but the current owner has not, resulting in deep ruts from heavy usage, worsened by recent rainfall. These conditions have made it difficult for emergency vehicles to access the area and have led drivers to cut through the church parking lot, causing damage. In response, the church placed telephone poles to block the detour, but drivers have been moving them. Mr. Shook stated that the church is willing to dedicate the road to the city so it can receive regular maintenance.

Mr. Randall confirmed that the road consists of multiple deeded easements and does not currently meet public roadway standards. He noted that full right-of-way dedication would be required before the city could legally maintain or improve the road. He suggested that a future improvement district could be considered, which might include chip seal surfacing and potential water/sewer line extensions.

Mr. Randall also discussed possible next steps, such as reengaging property owners to secure full dedication and evaluating road alignment and design with John West (surveying/planning). Mr. Hicks mentioned exploring infrastructure incentive programs.

Additionally, Mr. Hicks suggested the church consider whether a nearby business might be interested in purchasing part of the church's unused land to help generate funding.

Mr. Shook confirmed the church is willing to dedicate the road in front of their property. While they currently have no development plans for the adjacent lot, they are open to future opportunities that would benefit both the church and the surrounding area.

Action Items

- 3) Review and Approve the RV Park Map Amendment for a proposed RV Park located at the intersection of Byers Street and Donohue Avenue.**

Ms. Seepersad stated this is the RV park map amendment at Byers Street and Donohue Avenue. She stated the property owner is requesting a map amendment to allow an RV park on approximately 1.16 acres off Byers Street and Donahue Avenue. She further stated the owner is proposing a one-way in/out layout with up to 15 spaces and plans to extend water and sewer. She stated the property owner also owns the adjacent corner property and would like to subdivide to separate the RV park from his residence. Ms. Seepersad stated notices were sent to nearby property owners. She stated she received one call from a concerned neighbor, but no objections have been submitted.

Mr. Hicks noted the surrounding area includes mixed-use properties, including mobile homes, so this proposal would generally fit the neighborhood.

Mr. Randall stated staff's only concern is that the property currently only has residential access;

ideally, RV parks should have access to a collector road. He stated the applicant is still in early planning stages and will be working with a surveyor to determine feasibility. Mr. Randall emphasized the amendment would simply allow the possibility of development, which must still meet all RV park standards.

Mr. Hicks opened up the public hearing at 10:26 a.m.

There were no public comments.

The public hearing closed at 10:26 a.m.

Mr. Donahue made a motion to approve the map amendment at Byers Street and Donohue Avenue, seconded by Ms. Turner. The motion carried with a 5-0 vote.

4) Review and Approve the RV Park Map Amendment for a proposed RV Park located off of North Grimes Street.

Ms. Seepersad stated this is a request for a map amendment to allow an RV park at 1901 North Grimes Street, adjacent to Lorene Drive and Vickie Lane. She stated the applicant owns about five acres and wants to use part of it to store RVs and provide temporary housing for employees. However, city regulations don't allow more than one RV on a private lot, so a map amendment is required to designate it as an RV park. Ms. Seepersad stated that some concerns were raised by nearby church members about traffic entering from the church road, but the main entrance will be from North Grimes, where it currently exists.

Mr. Randall explained that the city requirement is a minimum of one acre for an RV park. Any active RV park area must be fenced with opaque material. Mr. Randall further explained the property would become a mixed-use site: part business, part RV park. He stated the applicant would still need to develop it as a proper RV park before parking RVs.

Mr. Hicks discussed allowing only one on-site RV for a night watchman. Mr. Randall explained that it has been allowed before, but typically as a temporary solution.

Mr. Hicks suggested to protect the visibility and appearance along Grimes limiting the RV park to begin 220 feet back from the street, behind the existing buildings.

Mr. Hicks opened the public meeting at 10:32 a.m.

There were no public comments

Mr. Hicks closed the public meeting at 10:33 a.m.

Mr. Donahue made a motion to approve the map amendment with the condition that no RVs be parked within 220 feet of North Grimes Street, seconded by Ms. Turner. The vote on the motion was 5-0, and the motion carried.

5) Review and Approve a variance for an existing carport located at 218 W Gypsy Street.

Ms. Seepersad stated this is a request for a variance for an existing carport located at 218 W. Gypsy Street. She stated the property owner at 218 W. Gypsy has an existing carport that extends roughly 12 feet into the public right-of-way. It was mistakenly red-tagged, despite being in place for 9–10 years, likely qualifying as grandfathered. The red tag was rescinded, but the owner is now seeking a variance to make modifications. Ms. Seepersad explained that the owner is willing to shorten the carport by 5–8 feet, though it would still encroach about 10 feet into the right-of-way. Ms. Seepersad stated the right-of-way on Gypsy is oversized at 80 feet, and similar encroachments exist along the block.

Mr. Hicks stated that since the owner was mistakenly red-tagged and is willing to make some changes, the Board should be reasonable. He suggested requiring open walls on both sides for visibility and setting the structure back at least 10 feet from the back of the curb, aligning it with neighboring carports.

After a brief discussion, Mr. Ramirez made a motion to approve the carport with open walls and a setback of 10 feet from the curb, seconded by Mr. Drennan. The vote on the motion was 5-0 and the vote passed.

6) Review and Approve a proposed subdivision of 4 lots located at the intersection of Byers Street and Cochran Street.

Mr. Randall explained that this is a proposed subdivision consisting of four lots located at the intersection of Byers Street and Cochran Street. While the subdivision could be handled administratively, staff is presenting it to the Board due to the addition of new public infrastructure.

Mr. Randall noted that water and sewer lines are available in the alley, and sewer service is also present in the street. However, there is currently no water line located directly in front of the lots. The developer will be required to extend a 6-inch water line to the southern property line and provide individual water services to each lot. Mr. Randall stated once these improvements are completed and accepted by the City, the subdivision will be approved administratively.

In response to Mr. Ramirez's question, Mr. Randall stated that the developer intends to place manufactured (double-wide) homes on the lots. A 21-foot setback is currently shown, but due to the existing 80-foot right-of-way, the setback will be measured 31 feet from the back of curb, resulting in an effective 11-foot setback from the property line.

Mr. Hicks asked whether selling a portion of the right-of-way might benefit the developer. Mr. Randall responded that staff recommends retaining the full width in order to accommodate the new water line.

Ms. Turner made a motion to approve the subdivision, seconded by Mr. Ramirez. The vote on the motion was 5-0 and the vote passed.

7) Review and Approve a proposed subdivision plat to combine lots and vacate an easement located at 405 E Navajo Drive.

Mr. Randall stated this is a proposed subdivision plat to combine lots and vacate an easement located at 405 East Navajo, the site of the former Sears building. He stated the property owner, owner of La Esperanza Meat Market, has acquired both lots and plans to expand the building to the south for a new grocery store. Mr. Randall explained that a 60-foot easement was previously placed for a potential future roadway. However, with Sorrento Apartments built at the end and Skyview Street now providing the connection to McKinley, staff have no objections to vacating the easement.

Mr. Ramirez made a motion to approve the subdivision and vacate the easement, seconded by Ms. Turner. The vote on the motion was 5-0, and the vote passed unanimously.

8) Review and Approve the Final Plat for The Meadows V Subdivision.

Mr. Henry presented the final plat for Meadows Unit Five, which includes the extension of Woodberry Court east of Ja-Rob Road. He noted that the Engineer of Record submitted a certification letter on April 3rd, identifying three exceptions: incomplete sidewalks along Woodberry Court, an unfinished pond spillway, and a fire hydrant that must be relocated due to future sidewalk placement. Mr. Henry added that the Engineering Department conducted its own inspection and found additional minor issues, including incorrect manhole covers, missing water valve adjustments, and paving that did not extend to the planned limits.

In response to a question from Mr. Ramirez, Mr. Henry confirmed that the plat includes all planned utilities and is consistent with the original layout.

Mr. Donahue moved to approve the final plat, contingent upon the completion of the improvements prior to City Commission approval or the submission of a cash bond to cover the remaining improvements. Mr. Ramirez seconded the motion. The vote on the motion was 5-0, and the vote passed.

Discussion Items:

9) Review and Consider the ICIP deadlines for the 2027-2031 submission is due by July 11th, 2025.

Mr. Henry reviewed the ICIP deadlines for the 2027–2031 submission, emphasizing that this is only the initial phase. He noted that at the next meeting, the Planning Board will make formal recommendations to the Commission regarding the top 10 projects. Mr. Henry mentioned that one new project, the library programming remodel (highlighted in yellow), has been added, and reordered items are marked in orange. He also indicated that staff may still make additional

revisions before the next meeting.

Mr. Ramirez suggested that the list be distributed to the rest of the Board. Mr. Henry agreed and stated he would send it out ahead of the next meeting.

Mr. Donahue inquired about the street improvement process for this year. Mr. Randall explained that the General Services Department conducted a full street assessment. This year's focus is on lighter treatments, such as crack sealing, fog sealing, and micro-surfacing, to preserve existing streets. He noted that heavier projects, like mill and overlay or full reconstruction, are planned for next year if funding is available. He stated due to budget constraints, approximately \$25 million in Capital Improvement Projects were cut this year.

Mr. Hicks asked whether West County would be resurfaced. Mr. Randall confirmed that the project has already been awarded for this year, with additional full reconstruction projects expected next year.

Mr. Hicks also asked about the cost of the Sanger railroad crossing. Mr. Randall reported it was approximately \$60,000. He explained that while the railroad assisted in material removal, the quality of work was poor. Moving forward, the City plans to coordinate efforts more closely to ensure better outcomes, similar to the improvements made on Clinton Street.

Mr. Hicks reminded the Board to review the ICIP project list before the next meeting to make final recommendations to the City Commission.

Adjournment

The meeting adjourned at 11:09 a.m.

W.M. Tres Hicks, Chairman

ENGINEER OF RECORD CERTIFICATION LETTER

DATE: May 15, 2025

TO: City of Hobbs Engineering & Planning Departments

FROM: Robert Fierro

RE: Engineering\Construction Certification for
The Meadows Subdivision, Unit V\Project.

This correspondence shall serve as certification that all engineering designs and construction work on the above mentioned subdivision\project have been completed in accordance with all applicable City of Hobbs approved technical standards/specifications and as to the construction plans approved by the City of Hobbs.

Any variations from the originally approved construction plans are noted in the enclosed "as-built" plans and do not materially affect the original design(s) in any way. Below are items which still need to be constructed:

- 1) Sidewalk
- 2) Pond Spillway
- 3) 1-Fire Hydrant needs to be relocated outside sidewalk
- 4) Extend asphalt full depth to North end of Ja-Rob's project limit.
- 5) Construction Cut-Off Wall along North end of Ja-Rob's project limit.
- 6) Back-fill curb within alley and at rundowns.
- 7) Replace clad steel with blue clad steel at water stations.
- 8) Adjust Blow off assembly to grade
- 9) Add Native Seeding to Pond slopes

Please contact me if you should have any questions.



The Meadows Subdivision, Unit V
INFRASTRUCTURE FOR BOND
ENGINEER'S PROBABLE COST
5/15/2025

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
1	Asphalt Concrete, 3 inch thick, superpave	70	SY	\$29.56	\$2,069.20
2	Backfill Curb & Gutter within Alley	800	LF	\$2.00	\$1,600.00
3	Cut-Off Wall, Portland Cement Concrete, incl. subgrade, cip, SD 2415	57	LF	\$30.81	\$1,756.17
4	Sawcut AC Pavement, 6" thickness or less, compl.	57	LF	\$7.13	\$406.41
5	Replace sewer manhole covers with City's standards.	3	EA	\$500.00	\$1,500.00
6	Replace lug locking connector with blue clad steel at water test stations.	6	EA	\$500.00	\$3,000.00
7	Adjust Blow off assembly to finish grade	1	EA	\$800.00	\$800.00
8	Native Grass Seed at Pond Slopes	1	EA	\$2,000.00	\$2,000.00
9	Relocate Fire Hydrant outside of Sidewalk	1	EA	\$2,000.00	\$2,000.00

TOTAL BID ITEMS 1 THROUGH 10

\$

\$15,131.78