



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

Monday, March 17, 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 March 3, 2025, Regular Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

2. Recognition of City Employees - Milestone Service Awards for the Month of March, 2025 (*Manny Gomez, City Manager*)
 - 5 years - Nathan Ramirez, Parks and Open Spaces Department
 - 10 years - Avery Walker, Parks and Open Spaces Department

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

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

DISCUSSION

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

3. Resolution No. 7595 - Adopting Budget Adjustment #3 for Fiscal Year 2024-2025 (*Deb Corral, Assistant Finance Director*)
4. Consideration of Approval of a CES Contract with ASE Construction to Construct a Maintenance Materials Storage Building and WWRF Equipment Storage Shed for the Utilities Department in the Amount of \$309,609.34 (*Anthony Henry, City Engineer*)
5. Resolution No. 7596 - Approving a Development Agreement with Stuard Development LLC, Concerning the Development of Market Rate Single-Family Housing (*Todd Randall, Assistant City Manager*)
6. Resolution No. 7597 - Approving an Infrastructure Development Agreement with YMH, Inc., for the South 40 Subdivision Development (*Todd Randall, Assistant City Manager*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

7. Next Meeting Dates:

City Commission Regular Meeting:

- Monday, April 7, 2025, at 6:00 p.m.
- Monday, April 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:
March 17, 2025

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

DEPT OF ORIGIN: City Clerk

DATE SUBMITTED: 3/4/2025

SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

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

Fiscal Impact:

N/A

Attachments:

March 3, 2025 - Minutes

Recommendation:

Motion to approve the minutes.

Approved By:

Jan Fletcher, City Clerk 3/10/2025

Manny Gomez, City Manager 3/10/2025

Minutes of the regular meeting of the Hobbs City Commission held on Tuesday, March 3, 2025, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also broadcast via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

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

Mayor Sam D. Cobb
Commissioner R. Finn Smith
Commissioner Chris Mills (*via telephone*)
Commissioner Joseph D. Calderón
Commissioner Dwayne Penick
Commissioner Don Gerth

Absent: Commissioner Larron B. Fields

Also present: Manny Gomez, City Manager
Todd Randall, Assistant City Manager
Medjine Desrosiers-Douyon, Deputy City Attorney
August Fons, Police Chief
Marina Barrientes, Police Captain
Mark Doporto, Fire Chief
Chris Henry, Battalion Chief
Shawn Williams, Fire Marshal
Tony Alarcon, Fire Inspector
Hayden Able, Fire Inspector
Anthony Henry, City Engineer
Reanna Alarcon, Communications Director
Chad Littlejohn, Marketing Coordinator
Nichole Lawless, Library Director
Bryan Wagner, Parks and Open Spaces Director
Lou Maldonado, Parks Superintendent
Doug McDaniel, Recreation Director
Tim Woomeer, Utilities Director
Nicholas Goulet, Human Resources Director
Tracy South, Assistant Human Resources Director
Selena Estrada, Risk Management
Christa Belyeu, I.T. Director
Julie Nymeyer, Executive Assistant
Jan Fletcher, City Clerk
Rose Galavez, Assistant Deputy City Clerk
Alyxandra Salas, City Clerk Record Specialist
17 citizens

Invocation and Pledge of Allegiance

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

The Commission convened in closed session on Monday, March 3, 2025, at 5:00 p.m. for discussion of matters subject to the attorney-client privilege pertaining to threatened or pending litigation in Federal or State Courts in which the City is or may become a participant, specifically the State of New Mexico v. Board of County Commissioners for Lea County, et al, S-1-SC-39742. The matters discussed in the closed meeting were limited only to the item specified. No action was taken during the meeting.

Approval of Minutes

Commissioner Penick moved the minutes of the regular meeting of February 18, 2025, to be approved as written. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Penick yes, Gerth yes, Cobb yes. No vote was recorded for Calderón. The motion carried.

Proclamations and Awards of Merit

Mayor Cobb proclaimed Monday, March 3, 2025, as "SkillsUSA Day". He stated Skills USA is a student led industry that is building the skilled workforce our nation depends on with graduates who are career ready. He stated Ms. Cyna Centeno, Ms. Abigale Tramell, seniors, and Ms. Karyme Contreras, a sophomore at Hobbs High School, are leaders in the mission to plant trees around Hobbs. Ms. Sarah Callaway, a leader of SkillsUSA, stated Cyna moved here from the Philippines and had a vision for Hobbs to make it more than just an "oilfield town" so she wanted to plant trees to help bring the community together. Mayor Cobb stated SkillsUSA has three pillars which are Personal Skills, Workplace Skills and Technical Skills. In those three pillars, there are 18 elements, and that is where the group came up with planting 18 trees.

Mr. Gene Strickland, Superintendent of Hobbs Schools, introduced the three students, along with Mr. Jose Mares, District CTE Director, Ms. Sarah Callaway, Culinary Specialist, and Mr. Juan Carlos Medina, Assistant Principal. He stated SkillsUSA is proof that career relevant instruction matters. He thanked Mayor Cobb for his leadership and for recognizing the efforts of SkillsUSA, CTECH, and the Hobbs Schools.

Mr. Juan Carlos Medina, Assistant Principal of CTECH, stated he is proud of the students for taking the initiative on these projects and making an impact on the community. He stated they were able to get all of the trees sponsored and cost paid

which took a lot of effort on their behalf. He expressed how proud he is of the students and thanked the City of Hobbs for its continued support.

Ms. Cyna Centeno, a Hobbs High School Senior and member of SkillsUSA, stated she had the idea for this initiative last year. She stated she is grateful to the Parks and Open Spaces Department and the City of Hobbs for their help and support to bring this initiative to life. She stated this project was intended to create a vision for the City of Hobbs that goes beyond its identity of being an oil and gas town. She stated she is very grateful for the community we have here, and she is proud to be able to present this initiative at the State Competition.

Public Comments

Kyler Graham spoke to the Commission about human rights regarding freedom, justice and true liberty for everyone. He asked the Commission and the community to fight for their neighbors, to love them as their own children, brothers and sisters.

Christen Fields, and Angelica Alvarado addressed immigration issues, reading letters on behalf of individuals who do not feel safe enough to do so. They requested the Commission and citizens to consider solutions that protect sacred values and a brighter future for all, uniting as a multi-cultural community to protect the individuals that feel they have no voice.

Consent Agenda

None.

Discussion

City of Hobbs Utilities Department - 2024 Annual Report (Tim Woomer, Utilities Director)

Mr. Tim Woomer, Utilities Director, presented the 2024 Annual Utilities Department Report to the Commission. He began his presentation by thanking the Utilities staff for all of their hard work and talent they bring to the Department. He stated he could not be prouder to work with a group of men and women who dedicate their time and talents to making this City a better place for everyone.

Through the use of a PowerPoint presentation, Mr. Woomer reported on the activities and accomplishments of the Water Office, Customer Relations, Utility Field Operations, Wastewater Reclamation, Laboratory Services, Warehouse Services, SCDA and Computer Systems and Solid Waste Management. Mr. Woomer stated

the water conservation program has saved the City three billion gallons of water since its inception in 2015 and has well served its intended purpose. He stated the number of water service meters has increased from 12,289 in 2010 to 14,316 in 2025. Mr. Woomer reported on the status of several projects and equipment updates in the department. A full copy of the PowerPoint presentation is attached to these minutes. Mr. Woomer stated with the installation of new water meters, a new app is available to assist residents in monitoring their water usage. Mayor Cobb and Mr. Manny Gomez, City Manager, encouraged citizens to take advantage of using the app. In response to Commissioner Penick's question, Mr. Woomer stated staff in the Water Office and field personnel are available to assist with obtaining and downloading the app.

Mayor Cobb stated the Utilities Department is frequently the recipient of awards for its outstanding operations. Mr. Woomer stated the department has received the Max Summerlot Award and also several Good Housekeeping Awards from the State. He stated the department has 12 certified operators which is the highest number for any department in the State.

Action Items

Resolution No. 7592 - Supporting the Eddy-Lea Energy Alliance, LLC, to Respond to the U.S. Department of Energy's Search to Site a Federal Consolidated Interim Storage Facility at its Property (Medjine Desrosiers- Douyon, Deputy City Attorney)

Ms. Medjine Desrosiers- Douyon, Deputy City Attorney, stated the City of Hobbs is a member of the Eddy-Lea Energy Alliance (ELEA). ELEA owns property on the Eddy/Lea County line that has been characterized by the federal government as a possible temporary storage for nuclear material. She stated the project has potential for significant economic development for the parties and the U.S. Department of Energy (DOE) is in search of a federal consolidated interim storage facility to help manage the nations commercially spent nuclear fuel. Ms. Douyon stated the proposed resolution will authorize ELEA to respond to DOE's search for a site facility, express its interest in conjunction with Holtec International and respond to the DOE's request for information.

There being no discussion, Commissioner Gerth moved to approve Resolution No. 7592 as presented. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

Resolution No. 7593 - Approving a Development Agreement with Corrales Construction, Concerning the Development of Market Rate Single-Family Housing (Todd Randall, Assistant City Manager)

Mr. Todd Randall, Assistant City Manager, stated Corrales Construction has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries and extraterritorial jurisdiction. He stated the developer proposes to produce market rate single-family units and is requesting infrastructure incentives of \$150,000.00. He stated the proposed agreement is based on the City's new incentive policy.

There being no further discussion, Commissioner Calderón moved to approve Resolution No. 7593 as presented. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

Resolution No. 7594 - Approving a Development Agreement with Berry & Gomez, LLC, Concerning the Development of Market Rate Single-Family Housing (Todd Randall, Assistant City Manager)

Mr. Todd Randall, Assistant City Manager, stated Berry & Gomez LLC has requested a Development Agreement concerning the development of single-family housing units located within the municipal and extraterritorial jurisdiction boundaries. He stated the developer proposes to produce market rate single-family units and is requesting infrastructure incentives of \$70,000.00 He stated the agreement is based on the City's new incentive policy.

In response to Mayor Cobb's question, Mr. Randall stated Stuard Homes has been working on a few different units in Del Norte Heights which are being built out now. He stated they will be returning to the Commission soon for another incentive agreement. Mr. Randall stated there are some other builders with development agreements in the works as well.

Mayor Cobb stated there are some bills going through the legislature right now which would amend the New Mexico Constitution related to anti-donation and could encourage more multi-family housing.

There being no further discussion, Commissioner Penick moved to approve Resolution No. 7594 as presented. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

Comments by City Commissioners, City Manager

Mr. Manny Gomez, City Manager, thanked the Skills USA leaders and stated it was a pleasure to be able to meet with them a couple of times on this initiative. He thanked the Parks and Open Spaces Department for their assistance with the tree project.

Mr. Gomez stated he, along with other City staff members, were able to attend the 36th Annual NMML Municipal Day on Friday, February 28, 2025. He stated one of the points stressed to him by Senator George Munoz at the meeting was Capital Outlay and having a plan and a design to move forward on those items.

Commissioner Gerth stated he is encouraged with the rebuilding of the railroad tracks on Grimes and Sanger. He also commented there are other tracks which need repair too.

Commissioner Calderón stated he has a sister in El Paso that has attended immigration meetings and he can understand the things that have been going on in Washington and with being told to carry identification and birth certificates. He stated his wife is a naturalized citizen since she was born in Africa.

Commissioner Penick thanked all City staff members for the work they do. He stated they are the backbone of this City and the work would never get done without all of them.

Commissioner Smith stated he gets excited with opportunities to improve infrastructure. He stated he appreciates the grants coming in, and he reiterated how important it is to be organized and prepared to present the growth and opportunities to expedite the process to get those things going.

Mayor Cobb stated he appreciates and is proud of CTECH and all they are doing. He stated the Governor has signed legislation this past week which created a \$1,000,000,000.00 Trust Fund that will be used to support behavioral healthcare throughout the State. He stated Police Chief Fons and 41 other people, along with himself, have been working on a behavioral health plan for this community. He stated they are partnering with Lea County to build a facility specifically designed to address behavioral healthcare.

Commissioner Mills stated he has met with several attorneys in the community and they would like to get together and do some legal clinics or information sessions regarding immigration. He stated there is a lot of misinformation in the community and as a civilized society, there should communication with the people of the community. He stated we may not all agree on political issues but we can get some helpful

information out to the people because when it comes down to it, everyone in the City of Hobbs cares about the other people living in this City, regardless of their preferences, or where they are from, or the color of their skin.

ADJOURNMENT

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Penick seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried and the meeting adjourned at 7:15 p.m.

SAM COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

March Milestones 2025

5 Years

Nathan Ramirez	Golf Irrigation Specialist	03/08/2020
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10 Years

Avery Walker	Cemetery Maint. Worker	03/01/2015
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CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
March 17, 2025

SUBJECT: Resolution No. 7595 - Adopting Budget Adjustment #3 for Fiscal Year 2024-2025

DEPT OF ORIGIN: Finance

DATE SUBMITTED: 3/5/2025

SUBMITTED BY: Deb Corral, Assistant Finance Director

Summary:

The fiscal budget of the City of Hobbs is adopted by resolution, reviewed and approved by the Department of Finance & Administration. The budget is prepared before the beginning of the fiscal year. As such, from time to time, it becomes necessary to adjust the budget for items not contemplated at the time of its preparation or for issues that arise during the fiscal year.

Attached is budgetary adjustment #3 for the current year. A summary of the funds adjusted is included. After the Commission approves the adjustment, it must be forwarded to the Department of Finance & Administration for approval.

Fiscal Impact:

- Total Revenue will be increased by \$9,786.00
- Total Expenses will be increased by \$619,786.00
- Ending Cash Balance will be \$101,363,613.41
- General Fund reserve remains at 58%

Attachments:

Budget Adjustment Resolution
BAR 3 Exhibit

Recommendation:

Motion to approve the resolution.

Approved By:

Toby Spears, Finance Director	3/5/2025
Toby Spears, Finance Director	3/5/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	3/10/2025

CITY OF HOBBS

RESOLUTION NO. 7595

BUDGETARY ADJUSTMENT #3

FISCAL YEAR 2024-2025

WHEREAS, the fiscal budget for the City of Hobbs is prepared, reviewed, and approved prior to the beginning of the fiscal year; and

WHEREAS, from time to time it becomes necessary to adjust the budget due to items not contemplated at the time it is prepared; and

WHEREAS, included in this budgetary adjustment total revenue has increased by \$9,786.00, total expense has increased by \$619,786.00 and interfund transfers are included.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the herein-referenced budget adjustments be approved.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY of the City of Hobbs, New Mexico, that the budgetary adjustments be subject to the approval of the Department of Finance and Administration of the State of New Mexico and that a copy of this Resolution is forwarded to their office in Santa Fe, New Mexico, for approval.

PASSED, ADOPTED, AND APPROVED this 17th day of March 2025.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

City of Hobbs BAR #3
FY25 Fund Summary
Commission Meeting Date: 03/17/2025

	Beginning Cash	Total Revenue	Interfund Transfer	Total Expenditures	Ending Cash
001 GENERAL	90,245,294.77	74,306,658.83	(8,176,455.50)	98,881,013.48	57,494,484.62
002 LAND ACQUISITION	830,648.61	100,000.00		100,000.00	830,648.61
General Fund Subtotal	91,075,943.38	74,406,658.83	(8,176,455.50)	98,981,013.48	58,325,133.23
110 LOCAL GOV CORR	843,654.10	192,500.00		536,000.00	500,154.10
120 POLICE PROTECTION	25,765.23	210,500.00		236,265.23	-
130 P D N (parif, drug, narcotics)	1,918.75	-		-	1,918.75
150 COPS GRANT	-	-		-	-
160 RECREATION (CORE)	1,000.00	1,804,000.00	4,313,813.98	6,117,813.98	1,000.00
170 OLDER AMERICAN	1,000.00	305,756.66	1,094,830.05	1,375,682.06	25,904.65
180 GOLF	1,000.10	1,074,000.00	3,412,973.72	4,482,837.94	5,135.88
190 CEMETERY	1,000.00	224,425.00	1,053,258.20	1,277,683.20	1,000.00
200 AIRPORT	911,916.58	226,000.00	-	394,500.00	743,416.58
210 LEGISLATIVE APPROPRIATIONS	1,000.00	12,329,450.28	-	11,086,233.11	1,244,217.17
220 INTERGOVERNMENTAL GRANTS	18,766,442.92	3,200,000.00	-	21,962,283.79	4,159.13
230 LODGERS' TAX	1,701,057.56	1,825,000.00	(849,395.45)	1,278,776.68	1,397,885.43
240 LG ABATEMENT FUND (OPIOID)	150,746.81	435,294.00	-	435,294.00	150,746.81
250 CANNABIS EXCISE TAX FUND	1,632,106.50	950,000.00	-	27,000.00	2,555,106.50
270 PUBLIC TRANSPORTATION	1,000.00	2,765,403.01	-	1,757,651.34	1,008,751.67
280 FIRE PROTECTION	1,914,962.81	740,000.00	-	1,400,608.95	1,254,353.86
290 EMER MEDICAL SERV	3,659.62	14,763.00	-	14,763.00	3,659.62
300 2022 Retention LER	-	712,500.00	-	712,500.00	0.00
310 LEDA	3,361,696.47	-	-	3,361,696.47	-
320 2023 Recruitment LER	75,717.65	375,000.00	-	450,717.65	(0.00)
330 CORRECTION RECRUITMENT	-	225,000.00	-	225,000.00	-
340 FIREFIGHTER RECRUITMENT	-	225,000.00	-	225,000.00	-
Special Revenue Subtotals	29,395,645.10	27,834,591.95	9,025,480.50	57,358,307.39	8,897,410.16
370 COMM DEVE CONST	1,000.00	750,000.00	283,344.79	1,033,344.79	1,000.00
460 BEAUTIFICATION IMPROVEMENT	1,538,849.89	1,500,000.00	670,000.00	3,004,408.00	704,441.89
480 STREET IMPROVEMENTS	5,573,428.38	2,726,250.00		7,005,475.23	1,294,203.15
490 CITY COMM. IMPROVEMENTS	12,477,719.58	2,800,000.00	(4,338,562.26)	-	10,939,157.32
Capital Project Subtotals	19,590,997.85	7,776,250.00	(3,385,217.47)	11,043,228.02	12,938,802.36
510 UTILITY BOND	45.00	-	307,004.32	307,004.32	45.00
530 WASTEWATER BOND	1,989,842.96	-	2,442,796.31	2,442,796.31	1,989,842.96
Debt Service Subtotals	1,989,887.96	-	2,749,800.63	2,749,800.63	1,989,887.96
100 SOLID WASTE	3,011,066.81	8,700,000.00		8,615,108.72	3,095,958.09
440 JOINT UTILITY EXTENSIONS CAPITAL PROJECT	1,000.00	250,000.00	2,536,192.47	2,786,192.47	1,000.00
600 JOINT UTILITY	1,000.00	-	8,173,947.21	8,171,555.29	3,391.92
610 JOINT UTILITY CONST	1,000.00	525,000.00	11,174,050.83	11,699,050.83	1,000.00
620 WASTE WATER PLANT CONST	6,319,679.26	1,323,158.55	11,602,587.97	19,244,425.78	1,000.00
630 JOINT UTILTIY - WASTEWATER	1,000.00	-	6,997,803.70	6,993,888.69	4,915.01
650 JOINT UTILTIY INCOME - WASTEWATER	12,253,708.45	8,860,000.00	(21,043,187.98)	42,000.00	28,520.47
660 JOINT UTILITY INCOME	10,991,910.71	10,205,000.00	(19,714,886.90)	-	1,482,023.81
680 METER DEPOSIT RES	1,629,863.07	300,000.00		300,000.00	1,629,863.07
690 INTERNAL SUPPLY	71,747.98	225,000.00	59,884.54	284,000.00	72,632.52
Utility Subtotals	34,281,976.28	30,388,158.55	(213,608.16)	58,136,221.78	6,320,304.89
640 MEDICAL INSURANCE	1,797,055.78	8,526,923.00	(1,159,000.00)	8,528,859.00	636,119.78
670 WORKERS COMP TRUST	1,287,796.57	762,840.00		795,680.00	1,254,956.57
740 INSURANCE - RISK	5,432,955.01	1,750,188.00		3,218,371.00	3,964,772.01
Internal Service Subtotal	8,517,807.36	11,039,951.00	(1,159,000.00)	12,542,910.00	5,855,848.36
700 MOTOR VEHICLE	4,410.83	6,000,000.00		6,000,000.00	4,410.83
710 MUNI JUDGE BOND FUND	110,414.33	-		-	110,414.33
720 RETIREE HEALTH INSURANCE TRUST FUND	6,648,685.39	1,092,368.00	1,159,000.00	2,251,368.00	6,648,685.39
730 CRIME LAB FUND	74,200.55	50,000.00		50,000.00	74,200.55
750 FORECLOSURE TRUST FUND	71.88	-		-	71.88
770 LIBRARY TRUST	6,682.38	1,500.00		5,000.00	3,182.38
780 SENIOR CITIZEN TRUST	5,210.94	1,000.00		1,000.00	5,210.94
790 PRAIRIE HAVEN MEM	6,395.05	-		6,025.45	369.60
800 COMMUNITY PARK TRUST	1,710.62	-		1,611.00	99.62
820 EVIDENCE TRUST FUND	178,212.42	5,000.00		-	183,212.42
830 HOBBS BEAUTIFUL	8,488.85	19,786.00		23,586.00	4,688.85
860 CITY AGENCY TRUST	1,679.66	1,500.00		1,500.00	1,679.66
Trust & Agency Subtotals	7,046,162.90	7,171,154.00	1,159,000.00	8,340,090.45	7,036,226.45
Grand Total All Funds	191,898,420.83	158,616,764.33	(0.00)	249,151,571.75	101,363,613.41
		9,786.00		619,786.00	

58%

BAR #3 Detail

Expense									
Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #3 Request	Total Budget	Comment
001	010208	42601		PD ANIMAL ADOPTION	PROFESSIONAL SERVICES	150,000.00	200,000.00	350,000.00	funding for vet bills for remainder of year
001 Total							200,000.00		
740	744074	42608		INSURANCE - RISK	CLAIMS BY OTHERS GEN	1,000,000.00	400,000.00	1,400,000.00	for potential settlement and fund remainder of fiscal year
740 Total							400,000.00		
830	834083	42301		HOBBS BEAUTIFUL FUND	SUPPLIES	-	300.00	300.00	expense for beautification grant
830	834083	42357		HOBBS BEAUTIFUL FUND	ADVERTISING	-	1,700.00	1,700.00	expense for beautification grant
830	834083	42410		HOBBS BEAUTIFUL FUND	Trash/Tipping Fees	-	17,786.00	17,786.00	expense for beautification grant
830 Total							19,786.00		
Grand Total - Expense							619,786.00		
Revenue									
Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #3 Request	Total Budget	Comment
830	839999	30752		HOBBS BEAUTIFUL REVENUE	STATE GRANTS 83	(10,000.00)	(9,786.00)	(19,786.00)	revenue for beautification grant
Grand Total - Revenue							(9,786.00)		



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
March 17, 2025

SUBJECT: Consideration of Approval of a CES Contract with ASE Construction to Construct a Maintenance Materials Storage Building and WWRF Equipment Storage Shed for the Utilities Department in the Amount of \$309,609.34

DEPT OF ORIGIN: Utilities

DATE SUBMITTED: 2/24/2025

SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

The City of Hobbs Utilities Department must keep an inventory of materials and equipment in order to properly maintain utilities assets. The City of Hobbs Utilities Department has experienced capital losses arising from damage to equipment, "blistering" of PVC pipe and supplies, and fading or peeling of protective coated supplies. This is due to continuous exposure to sunlight and weather. These two (2) buildings will protect the City of Hobbs Utilities Department's sizable investment in both equipment and supplies by allowing large materials and equipment to be stored properly out of direct weather.

Fiscal Impact:

Cost for the project is \$309,609.34 (incl. NMGRT). This project is fully funded within the Utilities Enterprise Fund 62-4062-44901-00037 for the FY 2024 -2025.

Attachments:

WWRF Equipment and Utilities Maintenance Buildings

Recommendation:

Approve the bid submitted by ASE Construction of Las Cruces, NM utilizing CES Contract number 2023-05-R1260-ALL to construct two (2) large storage buildings for the City of Hobbs Utilities Department.

Approved By:

Tim Woomer, Utilities Director	2/24/2025
Toby Spears, Finance Director	3/10/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	3/10/2025
Manny Gomez, City Manager	3/10/2025

CITY OF HOBBS REQUISITION/QUOTE FORM

(Purchase \$20,000.00+ SPD, GSA & Quote Contract)

TO: _____ CPO

FROM: _____ Utilities Dept.

DATE: _____ 2/24/2025

VENDOR NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

QTY	DESCRIPTION ITEM(S) SERVICE TO BE PURCHASED	1) ASE Construction, LLC		2) Lasco Construction, Inc.		3) Mtn. States Const.	
		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Furnish all materials and labor to install one (1), 30 ft. by 100 ft. metal, 3 sided materials storage shed for the City of Hobbs	\$126,006.59	\$126,006.59	\$135,723.42	\$135,723.42	no bid	no bid
	Utilities Maintenance utilizing CES Contract 2013-05-R1260-ALL pricing as listed on quote number 25-5019. This work includes all design, erection, and permitting of metal structure.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Furnish all materials and labor to install one (1), 70 ft by 100 ft. metal canopy style equipment storage shed at the City of Hobbs	\$164,535.90	\$164,535.90	\$303,552.31	\$303,552.31	\$0.00	\$0.00
	WWRF utilizing CES Contract 2023-05-R1260-ALL pricing as listed on quote number 24-070. This work includes all design, erection, and permitting of metal structure.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TAX:		\$19,066.85		\$30,393.20		\$0.00
	TOTAL AMOUNT:		\$309,609.34		\$469,668.93		No Bid
	DELIVERY DATE:		scheduled on receipt of PO		scheduled on receipt of PO		
	ESTIMATED SHIPPING CHARGES:		included		included		

CIRCLE ONE: STATE CONTRACT / GSA CONTRACT / QUOTE **CONTRACT/QUOTE number** 25-5019 & 24-4070 **EXPIRATION DATE:** Est. 3/20/25

SPD or GSA contracts should be attached or on file in CPO. GSA contracts must have a letter from the contractor indicating a willingness to extend pricing, and all terms to the City of Hobbs.

AWARD TO: ASE Construction, LLC **POINT OF CONTACT:** Anthony Lucero (if it is a new vendor make sure address is on this form)

If lowest price is not recommended, please state why (subject to approval by CPO): CES Contract # 2023-05-R1260-ALL

Account No.: 62-4062-44901-00037 **Prepared By:** Bill Griffin **Department Approval:** 

Job Order Package

This proposal was prepared exclusively for Cooperative Educational Services

Job Name: City of Hobbs - Wastewater Reclamation Facility, Material Storage Shed
Contract Name: Cooperative Educational Services JOC General Contract 2023-05-R1260-ALL
Contractor Name: ASE Construction, LLC
Created On: 02/20/2025
Generated By: using Gordian Job Order Contracting Core for Cooperative Educational Services

Job Order Details - City of Hobbs - Wastewater Reclamation
Facility, Material Storage Shed

This proposal was prepared exclusively for Cooperative Educational Services

Job Number: 25-5019

Job Name: City of Hobbs - Wastewater Reclamation Facility, Material Storage Shed

Detailed Scope Of Work - City of Hobbs - Wastewater Reclamation Facility, Material Storage Shed

This proposal was prepared exclusively for Cooperative Educational Services

Job Number: 25-5019

Job Name: City of Hobbs - Wastewater Reclamation Facility, Material Storage Shed

Date Created: 02/20/2025

Last Updated: 02/20/2025

Project Location: Wastewater Reclamation Facility, 1300 S. 5th Street, Hobbs, NM
88240 NMGRT: 6.5625% Lea County, Hobbs Project Scope of Work: Installation of
metal storage shed canopy. Work to include design, erection, permitting, footing of
metal structure.

Price Proposal - Cooperative Educational Services JOC General Contract 2023-05-R1260-ALL

This proposal was prepared exclusively for Cooperative Educational Services

Job Number: 25-5019
 Job Name: City of Hobbs - Wastewater Reclamation Facility, Material Storage Shed
 Contractor: ASE Construction, LLC
 Date Created: 02/20/2025
 Last Update: 02/20/2025
 Proposal Value: \$134,275.77
 Construction Procurement Catalog: 2025 Annual - ROSWELL, NM

Summary By Division

Division	Line Total
01 General Requirements	\$13,115.59
01 General Requirements	\$11,142.18
03 Concrete	\$23,491.90
05 Metals	\$84,282.05
31 Earthwork	\$2,244.05

Non-Priced Items

Item Name	Division	QTY	Unit Price	Factor	Line Total
NMGRT	01 General Requirements	8269.180000	\$1.00	1.0000	\$8,269.18
Payment & Performance Bonds	01 General Requirements	4846.410000	\$1.00	1.0000	\$4,846.41

Detailed Price Proposal

Sr. #	Division	Line Item #	Mod	UOM	Description	QTY	Unit Price	Factor	Total	Line Total
1	General Requirements	Non-Priced		EA	NMGRT	8269.180000	\$1.00	1.0000	\$8,269.18	\$8,269.18
2	General Requirements	017413200050		M.S.F.	Cleaning up, cleanup of floor area, continuous, per day, during construction Cleanup of floor area, continuous, per day, during const.				\$11,142.18	\$11,142.18
									Total	\$8,269.18
									Total	\$11,142.18

Price Proposal Report

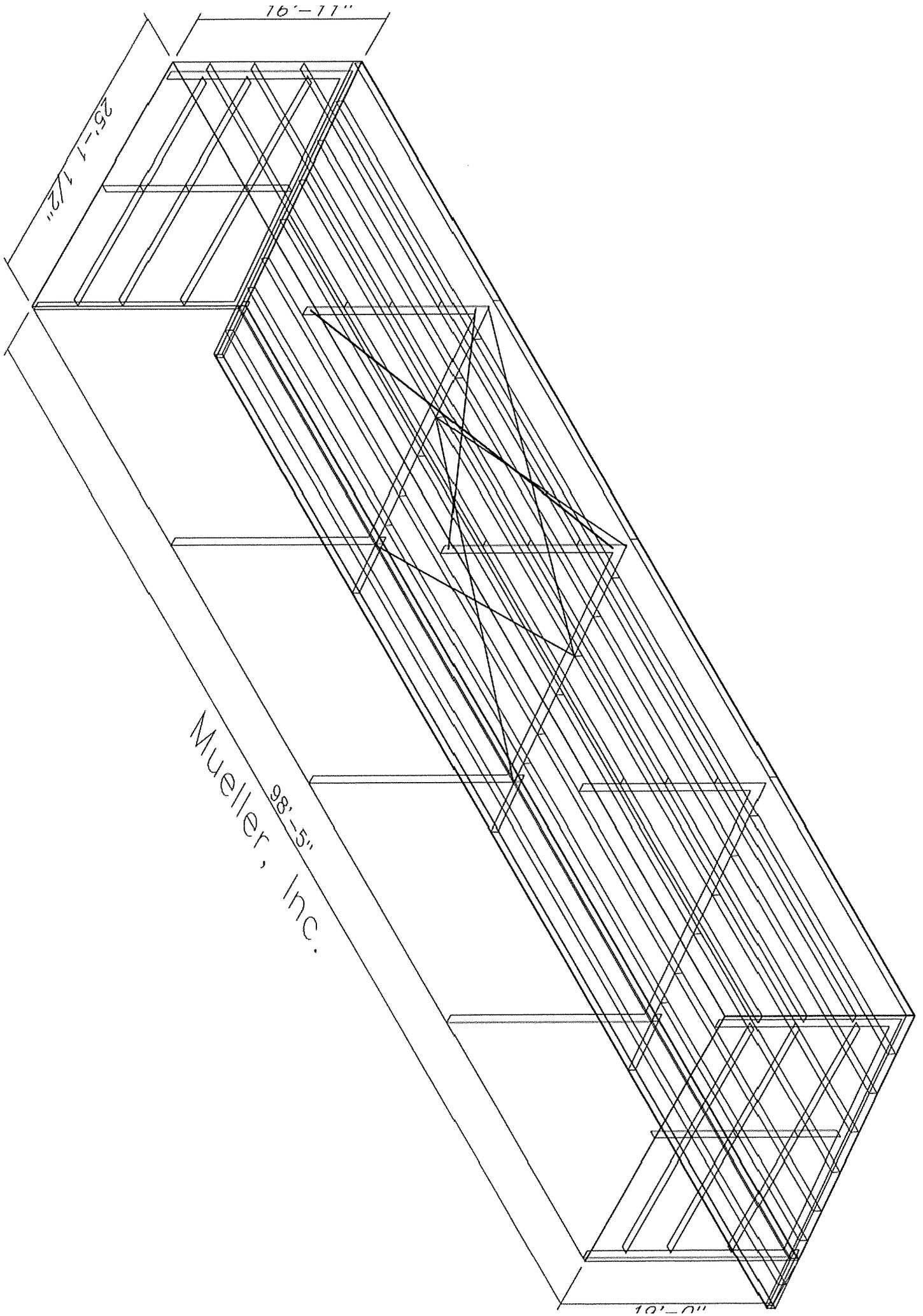
3	General Requirements	Non-Prepried	EA	Payment & Performance Bonds	210.000000	\$38.24	1.3875	\$11,142.18	\$4,846.41
					QTY	Unit Price	Factor	Total	Total
					4846.410000	\$1.00	1.0000	\$4,846.41	
4	Concrete	033513300150	S.F.	Concrete finishing, fresh concrete flatwork, floors, basic finishing for unspecified flatwork, bull float, manual float & broom finish, incl edging and joints, excl placing, striking off & consolidating Bull float, manual float & broom finish, wedging & joints				\$244.20	\$244.20
					352.000000	\$0.50	1.3875	\$244.20	
5		03113456050	Ea.	C.I.P. concrete forms, supports for dowels, plinths or templates, 4' x 4' footing, includes erecting, bracing, stripping and cleaning 4' x 4' footing				\$1,182.43	\$1,182.43
					10.000000	\$85.22	1.3875	\$1,182.43	
6		03211600500	Ton	Reinforcing steel, in place, footings, #4 to #7, A615, grade 60, incl labor for accessories, excl material for accessories Footings, #4 to #7				\$18,444.48	\$18,444.48
					4.000000	\$3,323.33	1.3875	\$18,444.48	
7		033113350150	C.Y.	Structural concrete, ready mix, heavyweight, 3000 psi, includes local aggregate, sand, Portland cement (Type I) and water, delivered, excludes all additives and treatments 3000 psi				\$3,620.79	\$3,620.79
					15.250000	\$171.12	1.3875	\$3,620.79	
8	Metals	050513505950	Ton	Paints and protective coatings, galvanizing structural steel in shop, 1 ton to 20 tons, hot dip 1 ton to 20 tons				\$5,989.14	\$5,989.14
					5.000000	\$863.30	1.3875	\$5,989.14	
9		050519200900	Ea.	Anchor, expansion shield, zinc, 5/8" dia x 2-3/4" L, double, in concrete, brick or stone, excl layout & drilling 2-3/4" long, double				\$71.87	\$71.87
					5.000000	\$10.36	1.3875	\$71.87	
10		050519206000	Ea.	Lag screw shield, 3/8" dia, L, in concrete, brick or stone, excl layout & drilling Long				\$1,341.92	\$1,341.92
					145.000000	\$6.67	1.3875	\$1,341.92	
11		050523250170	Ea.	High strength bolt, 5/8" dia x 1-1/2" L, A325 Type 1, incl washer & nut 5/8" diameter x 1-1/2" long				\$509.71	\$509.71

Price Proposal Report

12	050523250120	Ea.	High strength bolt, 1/2" dia x 2" L, A325 Type 1, incl washer & nut 2" long	56.000000	\$6.56	1.3875	\$509.71	\$567.43
				QTY	Unit Price	Factor	Total	
				72.000000	\$5.68	1.3875	\$567.43	
				QTY	Unit Price	Factor	Total	
13	051223174500	Ea.	Column, structural tubing, square, 4" x 4" x 1/4" x 12'-0", incl shop primer, cap & base plate, bolts Structural tubing, square, 4" x 4" x 1/4" x 12'-0"	6.000000	\$342.02	1.3875	\$2,847.32	\$2,847.32
				QTY	Unit Price	Factor	Total	
				16.000000	\$1,653.00	1.3875	\$36,696.60	\$36,696.60
				QTY	Unit Price	Factor	Total	
14	051223175700	Ea.	Column, structural tubing, rectangular, 12" x 8" x 1/2" x 16'-0", incl shop primer, cap & base plate, bolts 12" x 8" x 1/2" x 16'-0"	124.000000	\$15.31	1.3875	\$2,634.09	\$2,634.09
				QTY	Unit Price	Factor	Total	
15	050521901500	L.F.	Welding structural steel in field, single pass, 0.3 lb/LF, 1/4" thick, continuous fillet, down welding, type 6011 1/4" thick, 0.3#/L.F.	157.000000	\$21.59	1.3875	\$4,703.11	\$4,703.11
				QTY	Unit Price	Factor	Total	
16	054223600120	L.F.	Boxed roof ridge beam, for CF metal rafters, w/ galvanized joist & track, double, 18 ga x 10" D 10" deep	1184.000000	\$14.19	1.3875	\$23,311.33	\$23,311.33
				QTY	Unit Price	Factor	Total	
17	053123504300	S.F.	Metal roof decking, steel, open type H wide rib, galvanized, over 50 Sq, 6" D, 14 gauge 14 ga.	123.000000	\$9.34	1.3875	\$1,593.99	\$1,593.99
				QTY	Unit Price	Factor	Total	
18	051223780150	L.F.	Girt/purlin, C/Z-shapes, 12" x 3-1/2" x 3-1/2", 12 ga., 7.4 lb/LF, shop fabricated, includes primer coat, clips and bolts, materials only 12 ga., 7.4 lb./L.F.	119.000000	\$24.32	1.3875	\$4,015.54	\$4,015.54
				QTY	Unit Price	Factor	Total	
19	054223600220	L.F.	Boxed roof ridge beam, for CF metal rafters, w/ galvanized joist & track, double, 16 ga x 10" D 10" deep	119.000000	\$24.32	1.3875	\$4,015.54	\$4,015.54
				QTY	Unit Price	Factor	Total	
20	Earthwork 312523236450	B.C.Y.	Compaction, 3 passes, 13" to 18", 4" lifts, rammer tamper 3 passes					\$2,244.05
				QTY	Unit Price	Factor	Total	

Price Proposal Report

957.000000 \$1.69 1.3875 \$2,244.05

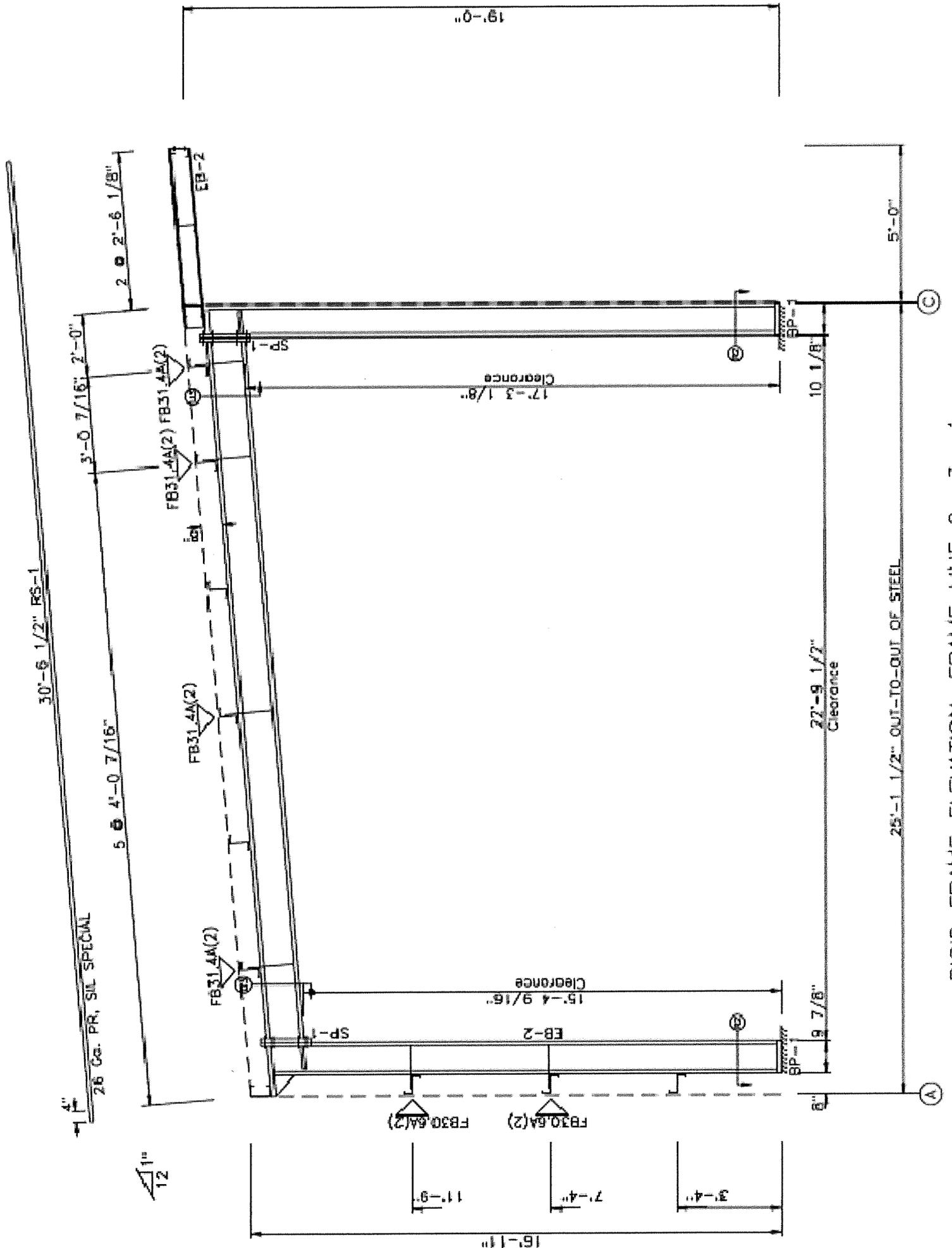


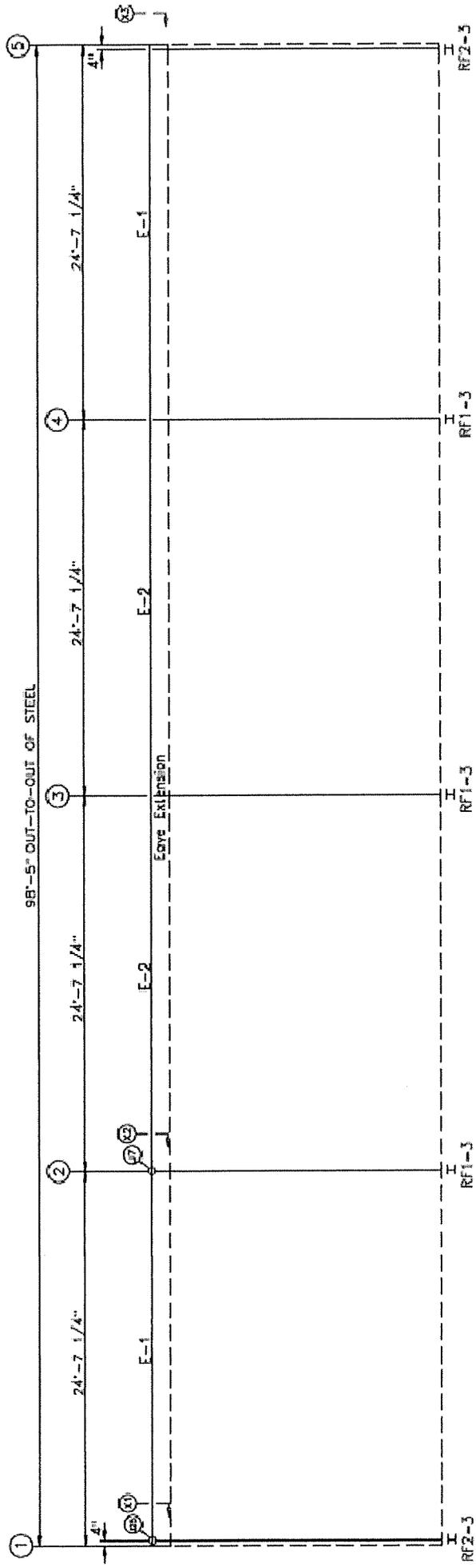
Mueller, Inc.
98'-5"

25'-1 1/2"

16'-11"

10'-0"





SIDEWALL FRAMING: FRAME LINE C

LASCO[®]

CONSTRUCTION, INC.

License No. 13641

PHONE (575) 393-9161
FAX (575) 397-4993

BOX 877

314 W. MARLAND

HOBBS, N.M. 88241

February 20, 2025

City of Hobbs
200 E Broadway
Hobbs, NM 88240

Attn: Bill Griffin

bgriffin@hobbsnm.org

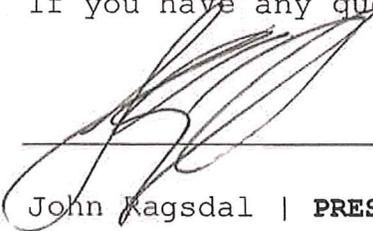
O: 575-397-9315

C: 575-263-3412

Lasco Construction is pleased to present a CES proposal for
30 X 100 X 16.

\$146,196.62

If you have any questions, please let me know.



2/20/2025

John Ragsdal | **PRESIDENT**

Price Proposal - Cooperative Educational Services, JOC for General Construction 2023-05-R1210-6

This proposal was prepared exclusively for Cooperative Educational Services

Job Number: 3000
 Job Name: CITY OF HOBBS SHED 30 X 100
 Contractor: LASCO CONSTRUCTION
 Date Created: 02/20/2025
 Last Update: 02/20/2025
 Proposal Value: \$146,196.62
 Construction Procurement Catalog: 2025 Annual - ROSWELL, NM

Summary By Division

Division	Line Total
01 General Requirements	\$13,601.38
01 General Requirements	\$9,494.92
03 Concrete	\$28,979.81
13 Special Construction	\$90,659.40
31 Earthwork	\$3,461.11

Non-Prepriced Items

Item Name	Division	QTY	Unit Price	Factor	Line Total
NM TAX	01 General Requirements	8875.590000	\$1.00	1.1800	\$10,473.20
BOND	01 General Requirements	1325.500000	\$2.00	1.1800	\$3,128.18

Detailed Price Proposal

Sr.#	Division	Line Item #	Mod	UOM	Description	QTY	Unit Price	Factor	Total	Line Total
1	General Requirements			EA	NM TAX	8875.590000	\$1.00	1.1800	\$10,473.20	\$10,473.20
2	Non-Prepriced			UNT	BOND	1325.500000	\$2.00	1.1800	\$3,128.18	\$3,128.18

Price Proposal Report

3	General Requirements	015433402065	Ea.	Rent forklift, pmm tire, all terr, tele boom, 10,000lb, 31' reach, 45' lift 10,000 lb, 31' reach, 45' lift								\$8,029.04
					Weeks	QTY	Unit Price	Factor	Total			
					3.00	1.000000	\$2,268.09	1.1800	\$8,029.04			
4		015433400020	Ea.	Rent aerial lift, scissor type, to 20' high, 1200 lb. capacity, electric Aerial lift, scissor type, to 20' high, 1200 lb. capacity, electric								\$1,465.86
					Weeks	QTY	Unit Price	Factor	Total			
					3.00	1.000000	\$414.09	1.1800	\$1,465.86			
5	Concrete	03211600330	Ton	Reinforcing steel, in place, columns, spirals, 24" to 36" diameter, A615, grade 60, incl labor for accessories, excl material for accessories 24" to 36" diameter								\$10,042.10
					Weeks	QTY	Unit Price	Factor	Total			
					3.00	1.000000	\$2,836.75	1.1800	\$10,042.10			
6		033113350150	C.Y.	Structural concrete, ready mix, heavyweight, 3000 psi, includes local aggregate, sand, Portland cement (Type I) and water, delivered, excludes all additives and treatments 3000 psi								\$7,067.26
					Weeks	QTY	Unit Price	Factor	Total			
					3.00	35.000000	\$171.12	1.1800	\$7,067.26			
7		03113250850	L.F.	C.I.P. concrete forms, column, round, fiberglass, rent, 36" diameter, 4 uses per month, includes erecting, bracing, stripping and cleaning 36" diameter								\$11,870.45
					Weeks	QTY	Unit Price	Factor	Total			
					3.00	98.000000	\$102.65	1.1800	\$11,870.45			
8	Special Construction	133419500400	SF Flr.	Pre-engineered steel building, clear span rigid frame, 30 psf wind load, 20 psf wind load, 30' to 49' W x 16' eave H, incl. 26 ga. colored ribbed roofing & siding, excl. footings, slab, anchor bolts 16" eave height								\$90,659.40
					Weeks	QTY	Unit Price	Factor	Total			
					3.00	3000.000000	\$25.61	1.1800	\$90,659.40			
9	Earthwork	310660140920	L.F.	Piling special costs, pre-augering, average soil, up to 30' deep, 36" diameter 36" diameter								\$3,461.11
					Weeks	QTY	Unit Price	Factor	Total			
					3.00	98.000000	\$29.93	1.1800	\$3,461.11			

Bill Griffin

From: ericb@msconstructors.com
Sent: Wednesday, January 15, 2025 2:14 PM
To: Bill Griffin
Cc: Todd Randall; Tim Woomer
Subject: EXTERNAL: RE: quotes for two sheds using CES pricing

Security Awareness

[Learn more](#)

-  The email came from an external source.
-  The message has been classified as graymail.
-  This email is from an unfamiliar sender outside your organization.

Hello Bill,
Thank you for the opportunity, but our scope of work is heavy civil Highway.

Eric Brower
MSCI Aggregate Sales
Cell: 505-489-9120



From: Bill Griffin <bgriffin@hobbsnm.org>
Sent: Wednesday, January 15, 2025 2:11 PM
To: ericb@msconstructors.com
Cc: Todd Randall <trandall@hobbsnm.org>; Tim Woomer <twoomer@hobbsnm.org>
Subject: quotes for two sheds using CES pricing

Mountain States,

Good afternoon. We are needing quotes on two shed style metal buildings. One is 70 x 100 with single slope roof from 20' to 16'. The inside of the roof will be finished with soffit to keep the birds out. It will be open on all four sides. The floor is already chip-seal type material. No electrical as it is just for storing machinery. The second metal building is a 30' x 100' closed on three sides merchandise storage shed. It will be open on the long side that is 18' tall. The roof is a single slope from 18' to 16'. The contractor should provide two separate quotes. The contractor would be responsible for all permitting, stamped plans, materials, labor, and disposal. If you are interested in setting up a site visit, please contact me on my cellphone 575-263-3412. If you are not interested in quoting, would you please send me an email with your preference. Thank you and have a great day. BG

Bill Griffin

Job Order Package

This proposal was prepared exclusively for Cooperative Educational Services

Job Name: City of Hobbs - Wastewater Reclamation Facility, Equipment Storage Shed
Contract Name: Cooperative Educational Services JOC General Contract 2023-05-R1260-ALL
Contractor Name: ASE Construction, LLC
Created On: 02/20/2025
Generated By: using Gordian Job Order Contracting Core for Cooperative Educational Services

Job Order Details - City of Hobbs - Wastewater Reclamation
Facility, Equipment Storage Shed

This proposal was prepared exclusively for Cooperative Educational Services

Job Number: 24-4070

Job Name: City of Hobbs - Wastewater Reclamation Facility, Equipment Storage Shed

Detailed Scope Of Work - City of Hobbs - Wastewater Reclamation Facility, Equipment Storage Shed

This proposal was prepared exclusively for Cooperative Educational Services

Job Number: 24-4070

Job Name: City of Hobbs - Wastewater Reclamation Facility, Equipment Storage Shed

Date Created: 12/04/2024

Last Updated: 02/20/2025

Project Location: Wastewater Reclamation Facility, 1300 S. 5th Street, Hobbs, NM
88240 NMGRT: 6.5625% Lea County, Hobbs Project Scope of Work: Installation of
equipment metal storage shed canopy. Work to include design, erection, permitting,
footing of metal structure.

Price Proposal - Cooperative Educational Services JOC General Contract 2023-05-R1260-ALL

This proposal was prepared exclusively for Cooperative Educational Services

Job Number: 24-4070
 Job Name: City of Hobbs - Wastewater Reclamation Facility, Equipment Storage Shed
 Contractor: ASE Construction, LLC
 Date Created: 12/04/2024
 Last Update: 12/04/2024
 Proposal Value: \$175,333.57
 Construction Procurement Catalog: Year 2024 Quarter 4 - ROSWELL, NM

Summary By Division

Division	Line Total
01 General Requirements	\$17,882.95
01 General Requirements	\$14,005.67
03 Concrete	\$35,074.73
05 Metals	\$105,443.69
31 Earthwork	\$2,926.53

Non-Prepriced Items

Item Name	Division	Mod	UOM	QTY	Unit Price	Factor	Line Total
NMGRT	01 General Requirements			10797.670000	\$1.00	1.0000	\$10,797.67
Payment & Performance Bonds	01 General Requirements			7085.280000	\$1.00	1.0000	\$7,085.28

Detailed Price Proposal

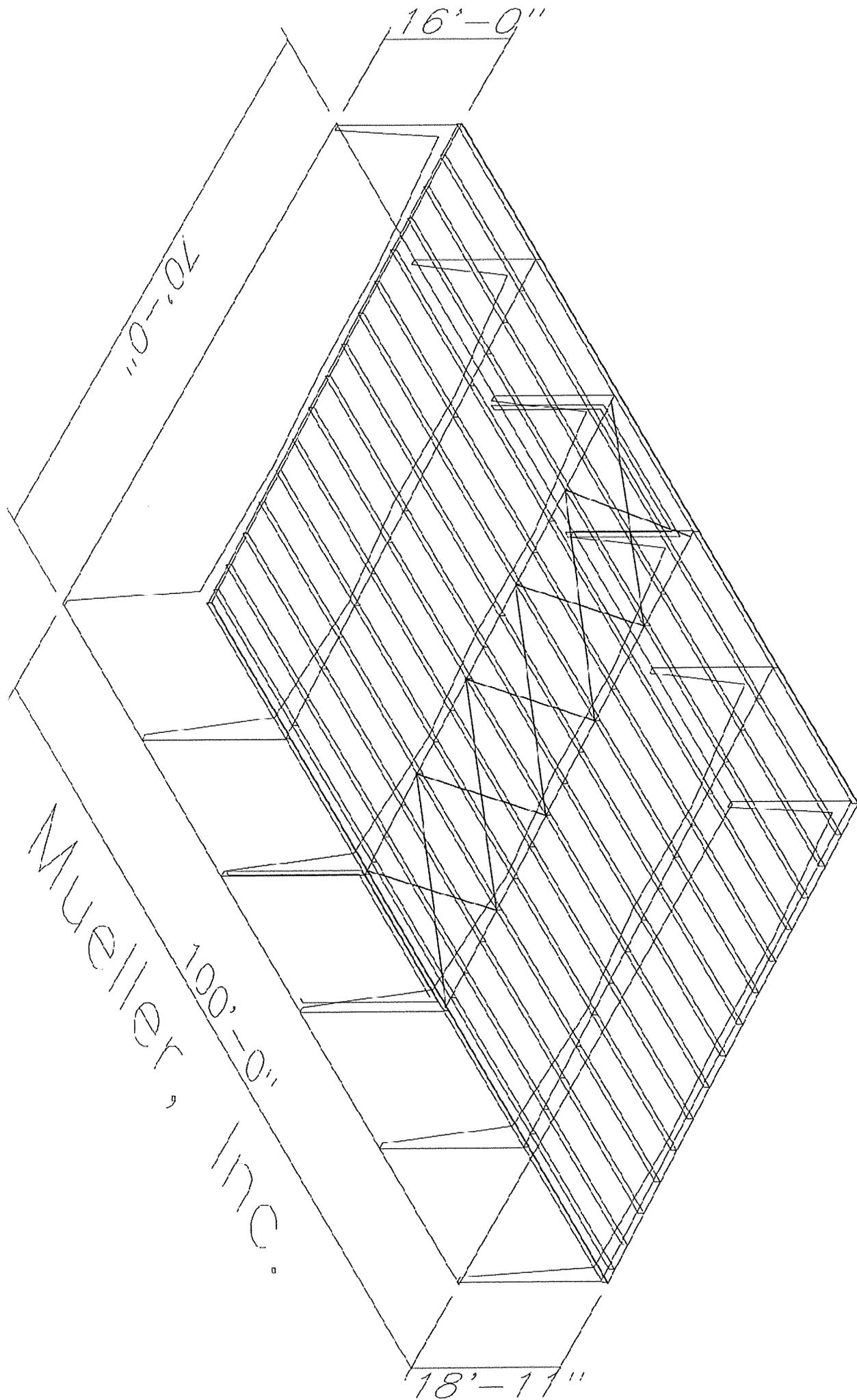
Sr.#	Division	Line Item #	Mod	UOM	Description	QTY	Unit Price	Factor	Line Total
1	General Requirements	Non-Prepriced		EA	NMGRT	10797.670000	\$1.00	1.0000	\$10,797.67
2	Non-Prepriced			EA	Payment & Performance Bonds	7085.280000	\$1.00	1.0000	\$7,085.28
									Total
									\$17,882.95
									Total
									\$7,085.28

Price Proposal Report

3	General Requirements	017413200050	M.S.F.	Cleaning up, cleanup of floor area, continuous, per day, during construction Cleanup of floor area, continuous, per day, during const.						\$14,005.67
					QTY	Unit Price	Factor	Total		
					278.000000	\$36.31	1.3875	\$14,005.67		
4	Concrete	033113350150	C.Y.	Structural concrete, ready mix, heavyweight, 3000 psi, includes local aggregate, sand, Portland cement (Type I) and water, delivered, excludes all additives and treatments 3000 psi						\$3,099.92
					QTY	Unit Price	Factor	Total		
					13.000000	\$171.86	1.3875	\$3,099.92		
5		033513300150	S.F.	Concrete finishing, fresh concrete flatwork, floors, basic finishing for unspecified flatwork, bull float, manual float & broom finish, incl edging and joints, excl placing, striking off & consolidating Bull float, manual float & broom finish, w/edging & joints						\$234.43
					QTY	Unit Price	Factor	Total		
					352.000000	\$48	1.3875	\$234.43		
6		031113456050	Ea.	C.I.P. concrete forms, supports for dowels, plinths or templates, 4' x 4' footing, includes erecting, bracing, stripping and cleaning 4' x 4' footing						\$1,152.87
					QTY	Unit Price	Factor	Total		
					10.000000	\$83.09	1.3875	\$1,152.87		
7		032111600500	Ton	Reinforcing steel, in place, footings, #4 to #7, A615, grade 60, incl labor for accessories, excl material for accessories Footings, #4 to #7						\$30,587.51
					QTY	Unit Price	Factor	Total		
					9.000000	\$2,449.45	1.3875	\$30,587.51		
8	Metals	050513505950	Ton	Paints and protective coatings, galvanizing structural steel in shop, 1 ton to 20 tons, hot dip 1 ton to 20 tons						\$5,533.46
					QTY	Unit Price	Factor	Total		
					4.000000	\$997.02	1.3875	\$5,533.46		
9		050519200900	Ea.	Anchor, expansion shield, zinc, 5/8" dia x 2-3/4" L, double, in concrete, brick or stone, excl layout & drilling 2-3/4" long, double						\$74.86
					QTY	Unit Price	Factor	Total		
					5.000000	\$10.79	1.3875	\$74.86		
10		050519206000	Ea.	Lag screw shield, 3/8" dia, L, in concrete, brick or stone, excl layout & drilling Long						\$1,331.86
					QTY	Unit Price	Factor	Total		
					145.000000	\$6.62	1.3875	\$1,331.86		
11		050523250170	Ea.	High strength bolt, 5/8" dia x 1-1/2" L, A325 Type 1, incl washer & nut 5/8" diameter x 1-1/2" long						\$516.71
					QTY	Unit Price	Factor	Total		
					56.000000	\$6.65	1.3875	\$516.71		

Price Proposal Report

12	050523250120	Ea.	High strength bolt, 1/2" dia x 2" L, A325 Type 1, incl washer & nut 2" long						\$614.39
				QTY	Unit Price	Factor	Total		
				72.000000	\$6.15	1.3875	\$614.39		
13	051223174500	Ea.	Column, structural tubing, square, 4" x 4" x 1/4" x 12'-0", incl shop primer, cap & base plate, bolts Structural tubing, square, 4" x 4" x 1/4" x 12'-0"						\$4,951.02
				QTY	Unit Price	Factor	Total		
				10.000000	\$356.83	1.3875	\$4,951.02		
14	051223175700	Ea.	Column, structural tubing, rectangular, 12" x 8" x 1/2" x 16'-0", incl shop primer, cap & base plate, bolts 12" x 8" x 1/2" x 16'-0"						\$39,204.09
				QTY	Unit Price	Factor	Total		
				16.000000	\$1,765.95	1.3875	\$39,204.09		
15	050521901500	L.F.	Welding structural steel in field, single pass, 0.3 lb/L.F., 1/4" thick, continuous fillet, down welding, type 6011 1/4" thick, 0.3# L.F.						\$2,551.50
				QTY	Unit Price	Factor	Total		
				124.000000	\$14.83	1.3875	\$2,551.50		
16	054223600120	L.F.	Boxed roof ridge beam, for CF metal rafters, w/ galvanized joist & track, double, 18 ga x 10" D 10" deep						\$4,606.89
				QTY	Unit Price	Factor	Total		
				138.000000	\$24.06	1.3875	\$4,606.89		
17	053123504300	S.F.	Metal roof decking, steel, open type H wide rib, galvanized, over 50 Sq, 6" D, 14 gauge 14 ga.						\$35,782.10
				QTY	Unit Price	Factor	Total		
				1457.000000	\$17.70	1.3875	\$35,782.10		
18	051223780150	L.F.	Girt/purlin, C/Z-shapes, 12" x 3-1/2" x 3-1/2", 12 ga., 7.4 lb/L.F., shop fabricated, includes primer coat, clips and bolts, materials only 12 ga., 7.4 lb./L.F.						\$2,029.98
				QTY	Unit Price	Factor	Total		
				145.000000	\$10.09	1.3875	\$2,029.98		
19	054223600220	L.F.	Boxed roof ridge beam, for CF metal rafters, w/ galvanized joist & track, double, 16 ga x 10" D 10" deep						\$8,246.83
				QTY	Unit Price	Factor	Total		
				219.000000	\$27.14	1.3875	\$8,246.83		
20	Earthwork 312323238450	B.C.Y.	Compaction, 3 passes, 13" to 18", 4" lifts, rammer tamper 3 passes						\$2,926.53
				QTY	Unit Price	Factor	Total		
				1263.000000	\$1.67	1.3875	\$2,926.53		

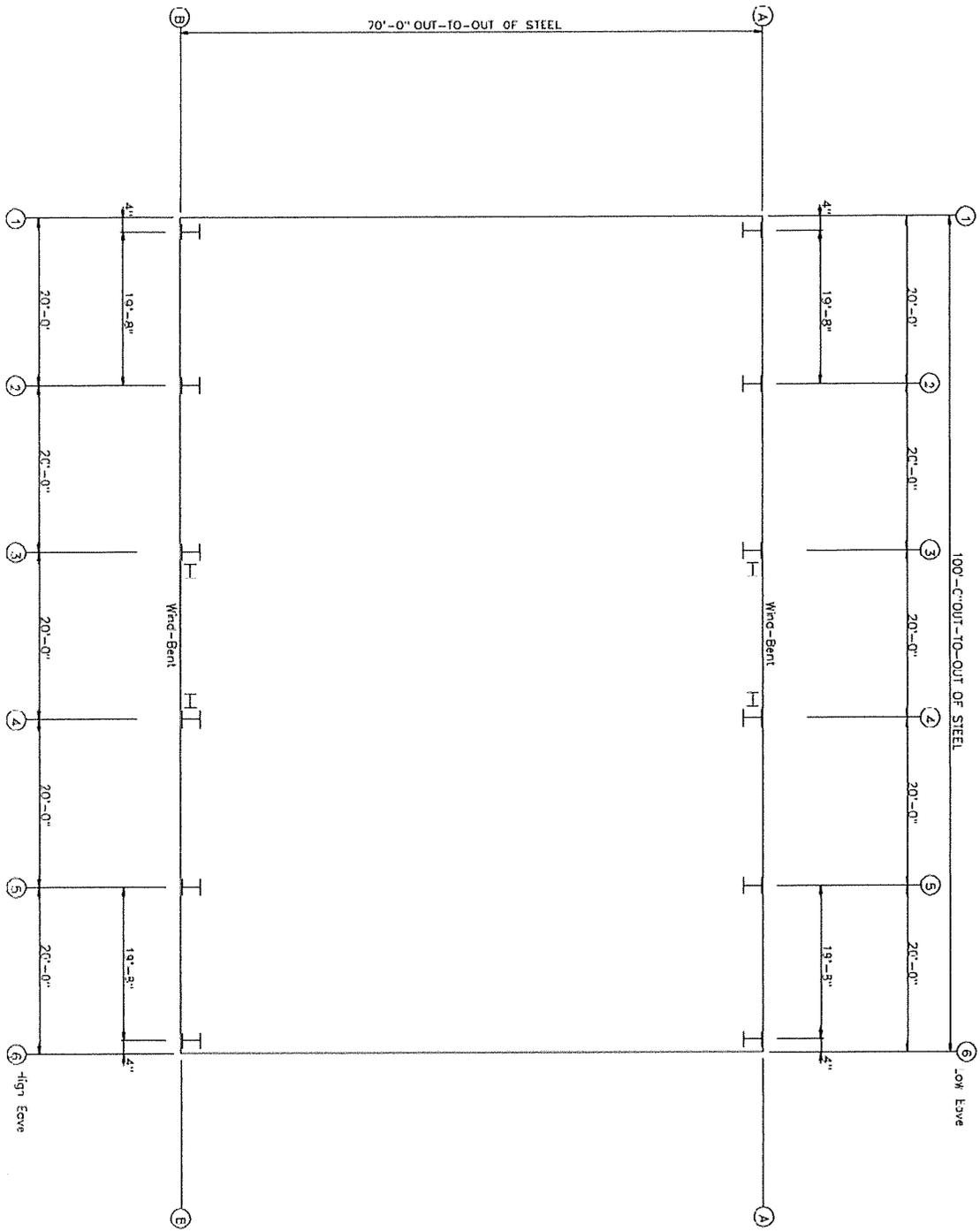


16'-0"

100'-0"

Mueller, Inc.

18'-11"



LASCO[®]

CONSTRUCTION, INC.

License No. 13641

PHONE (575) 393-9161
FAX (575) 397-4993

BOX 877

314 W. MARLAND

HOBBS, N.M. 88241

February 20, 2025

City of Hobbs
200 E Broadway
Hobbs, NM 88240

Attn: Bill Griffin

bgriffin@hobbsnm.org

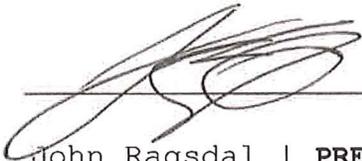
O: 575-397-9315

C: 575-263-3412

Lasco Construction is pleased to present a CES proposal for
70 X 100 X 20.

\$323,472.31

If you have any questions, please let me know.



2/20/2025

John Ragsdal | **PRESIDENT**

Price Proposal - Cooperative Educational Services, JOC for General Construction 2023-05-R1210-6

This proposal was prepared exclusively for Cooperative Educational Services

Job Number: 2900
 Job Name: CITY OF HOBBS SHED 70 X100
 Contractor: LASCO CONSTRUCTION
 Date Created: 02/20/2025
 Last Update: 02/20/2025
 Proposal Value: \$323,472.31
 Construction Procurement Catalog: 2025 Annual - ROSWELL, NM

Summary By Division

Division	Line Total
01 General Requirements	\$25,872.00
01 General Requirements	\$18,267.99
03 Concrete	\$28,979.81
13 Special Construction	\$246,891.40
31 Earthwork	\$3,461.11

Non-Prepriced Items

Item Name	Division	QTY	Unit Price	Factor	Line Total
NM TAX	01 General Requirements	19920.000000	\$1.00	1.0000	\$19,920.00
BOND	01 General Requirements	2976.000000	\$2.00	1.0000	\$5,952.00

Detailed Price Proposal

Sr.#	Division	Line Item #	Mod	UOM	Description	QTY	Unit Price	Factor	Total	Line Total
1	General Requirements	Non-Prepriced	EA	NM TAX		19920.000000	\$1.00	1.0000	\$19,920.00	\$19,920.00
2	Non-Prepriced	UNT	BOND			2976.000000	\$2.00	1.0000	\$5,952.00	\$5,952.00

Price Proposal Report

3	General Requirements	015433402065	Ea.	Rent for lift, pnm tire, all terr, tele boom, 10,000lb, 31' reach, 45' lift 10,000 lb, 31' reach, 45' lift						\$13,381.73
					Weeks	QTY	Unit Price	Factor	Total	
					5.00	1.000000	\$2,268.09	1.1800	\$13,381.73	
4		015433400020	Ea.	Rent aerial lift, scissor type, to 20' high, 1200 lb. capacity, electric Aerial lift, scissor type, to 20' high, 1200 lb. capacity, electric						\$4,886.26
					Weeks	QTY	Unit Price	Factor	Total	
					5.00	2.000000	\$414.09	1.1800	\$4,886.26	
5	Concrete	03211600330	Ton	Reinforcing steel, in place, columns, spirals, 24" to 36" diameter, A615, grade 60, incl labor for accessories, excl material for accessories 24" to 36" diameter						\$10,042.10
					Weeks	QTY	Unit Price	Factor	Total	
					5.00	2.000000	\$414.09	1.1800	\$4,886.26	
6		033113350150	C.Y.	Structural concrete, ready mix, heavyweight, 3000 psi, includes local aggregate, sand, Portland cement (Type I) and water, delivered, excludes all additives and treatments 3000 psi						\$7,067.26
					Weeks	QTY	Unit Price	Factor	Total	
					5.00	3.000000	\$2,836.75	1.1800	\$10,042.10	
7		031113250850	L.F.	C.I.P. concrete forms, column, round, fiberglass, rent, 36" diameter, 4 uses per month, includes erecting, bracing, stripping and cleaning 36" diameter						\$11,870.45
					Weeks	QTY	Unit Price	Factor	Total	
					5.00	35.000000	\$171.12	1.1800	\$7,067.26	
8	Special Construction	133419502400	SF	Pre-engineered steel building, clear span tapered beam frame, 30 psf roof and 20 psf wing load, 50' to 79' W x 20' eave H, incl. 26 ga. colored ribbed roofing & siding, excl. footings, slab, anchor bolts 20' eave height						\$246,891.40
					Weeks	QTY	Unit Price	Factor	Total	
					5.00	98.000000	\$102.65	1.1800	\$11,870.45	
9	Earthwork	310660140920	L.F.	Piling special costs, pre-augering, average soil, up to 30' deep, 36" diameter 36" diameter						\$3,461.11
					Weeks	QTY	Unit Price	Factor	Total	
					5.00	7000.000000	\$29.89	1.1800	\$246,891.40	
					5.00	98.000000	\$29.93	1.1800	\$3,461.11	



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
March 17, 2025

SUBJECT: Resolution No. 7596 - Approving a Development Agreement with Stuard Development LLC, Concerning the Development of Market Rate Single-Family Housing

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 2/24/2025

SUBMITTED BY: Kristalyn Seepersad, Planning Project Manager

Summary:

Stuard Development LLC has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries and extraterritorial jurisdiction (ETJ). The developer proposes to produce market-rate single-family units and is requesting infrastructure incentives of \$300,000. The proposed Development Agreement is based on the proposed new incentive policy.

Fiscal Impact:

Budget:	22-4022-44901-00387 (Lea County Housing Grant)
Available	\$2,043,000
Development Agreement	\$300,000

Attachments:

(3-17-25) Stuard Development LLC SFIRDA RESO
(3-17-25) Stuard Development LLC SFIRDA
DECLARATION OF RESTRICTIVE COVENANTS

Recommendation:

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

Approved By:

Todd Randall, Assistant City Manager	3/7/2025
Toby Spears, Finance Director	3/10/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	3/10/2025
Manny Gomez, City Manager	3/10/2025

CITY OF HOBBS

RESOLUTION NO. 7596

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

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with Stuard Development LLC 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 17th day of March, 2025.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into on this 17th day of March 2025 by and between the City of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and **Stuard Development LLC, 1702 W Poco, 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: **Stuard Development LLC, 1702 W Poco, 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: Stuard Development, LLC

ATTEST:

APPROVED AS TO FORM:

JAN FLETCHER, City Clerk

Medjine Desrosiers-Douyon, Deputy City Attorney

DECLARATION OF RESTRICTIVE COVENANTS
FOR LOT #_____, OF BLOCK #_____ WITHIN
TRINITY ESTATES SUBDIVISION

THIS DECLARATION made this 17th day of March, 2025, by Stuard Development, LLC.

RECITALS:

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and by this reference incorporated herein as the "Property"; and

WHEREAS, Declarant has requested incentive funds from the City of Hobbs, New Mexico, a New Mexico Municipal Corporation; and

WHEREAS, a proviso of receipt of such funds so requested is to restrict certain usage of the property to the benefit of the City.

NOW THEREFORE, Declarant on behalf of themselves, beneficiaries, personal representatives, successors and assigns does hereby make and establish for said property the following restrictive covenant which is to run with the land and shall be binding on all parties hereto, and all persons claiming by, through and under them until 2035.

1. The property as described herein shall not 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.

IN WITNESS WHEREOF, I hereby set my hand this _____ day of _____, 20__.

Declarant:

STATE OF NEW MEXICO)
 (SS.
COUNTY OF LEA)

The foregoing instrument was acknowledged before me on this ___ day of _____, 20__ by _____, to me personally known, who being by me duly sworn did say that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid and year first written above.

Notary Public _____

My Commission Expires: _____



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
March 17, 2025

SUBJECT: Resolution No. 7597 - Approving an Infrastructure Development Agreement with YMH, Inc., for the South 40 Subdivision Development

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 3/4/2025

SUBMITTED BY: Kristalyn Seepersad, Planning Project Manager

Summary:

The City Commission will consider participating in the installation of a sewer lift station as part of an Infrastructure Development Agreement with YMH Inc. for the proposed South 40 Subdivision Development. This participation is a critical public health and safety measure due to existing nitrate contamination in the groundwater within the development area. Without a centralized sewer system, individual on-site liquid waste disposal systems could further worsen groundwater contamination, increasing environmental and health risks. Recognizing the importance of this infrastructure improvement, the Planning Board has reviewed and unanimously approved (5-0) the City's participation in the agreement, supporting responsible development and long-term community sustainability.

Fiscal Impact:

Budget:	22-4022-44901-00387 (Lea County Housing Grant)
Available	\$2,043,000
Development Agreement	\$750,000

Attachments:

South 40 Infra Ext Reso tr
YMH - South 40 - DA 03-10-25 rev 2
22050 SOUTH 40 SUBD_UNIT 1
YMH Seminole Farms 20110098
2-18-2025 minutes (002)

Recommendation:

Staff has no objections to these documents. Staff recommends the Commission consider approval/denial of the attached documents.

Approved By:

Todd Randall, Assistant City Manager	3/7/2025
Toby Spears, Finance Director	3/10/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	3/10/2025

CITY OF HOBBS

RESOLUTION NO. 7597

**A RESOLUTION AUTHORIZING THE CITY OF HOBBS TO ENTER INTO AN
INFRASTRUCTURE DEVELOPMENT AGREEMENT WITH YMH INC. FOR THE
INSTALLATION OF A SEWER LIFT STATION SERVING
THE SOUTH 40 SUBDIVISION DEVELOPMENT.**

WHEREAS, the City of Hobbs recognizes the necessity of ensuring proper wastewater management infrastructure to promote public health, environmental sustainability, and responsible development; and

WHEREAS, the South 40 Subdivision Development is located in an area where existing groundwater contamination due to nitrates presents a significant public health and environmental concern; and

WHEREAS, the absence of a centralized sewer system within the South 40 Subdivision Development would require individual on-site liquid waste disposal systems, which could exacerbate groundwater contamination and pose further risks to public health; and

WHEREAS, YMH Inc. has proposed an Infrastructure Development Agreement with the City of Hobbs for the construction and installation of a sewer lift station to facilitate the development of a centralized sewer system within the South 40 Subdivision Development; and

WHEREAS, the City Commission acknowledges the importance of its participation in this project as a critical measure to mitigate groundwater contamination, enhance public safety, and promote sustainable development; and

WHEREAS, the Planning Board has reviewed the proposed Infrastructure Development Agreement and has unanimously approved (5-0) the City's participation, recognizing the long-term benefits to the community and the necessity of the sewer lift station; and

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

1. That the City of Hobbs hereby agrees to participate in the Infrastructure Development Agreement with YMH Inc. for the installation of a sewer lift station to serve the South 40 Subdivision Development.
2. That such participation is deemed a necessary and prudent investment in public health, environmental protection, and sustainable growth.
3. That the City Manager is hereby authorized and directed to negotiate and execute all necessary agreements and documents to effectuate the City's participation in the project.
4. That this Resolution shall become effective immediately upon its adoption.

PASSED, ADOPTED AND APPROVED this 17th day of March, 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 YMH Inc., 4830 E Seminole Hwy, Hobbs, NM 88240 (hereafter called "Developer").

RECITALS:

WHEREAS, "Developer" has proposed to subdivide an undivided parent parcel located southeast of the of the intersection of Marland and 14th, outside the City limits of the City of Hobbs; and

WHEREAS, the "Developer" has proposed to extend the City water and sewer infrastructure and install a lift station to develop residential lots; and

WHEREAS, the subdivision of property, per MC Title 16, requires that all public infrastructure either be in place or surety given to the City that the cost for the same will be borne by the Developer prior to acceptance of the subdivision; 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 Details, a municipal lift station.
2. The Developer shall design a public water and sewer utility to serve the proposed subdivision.
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 **\$750,000.00**. (See Exhibit "A" Sketch Plan attached hereto)
5. The Developer shall provide property to the City of Hobbs for future water and monitoring well sites at no cost to the City of Hobbs.

6. 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.
 - iv. Provide property at no cost to the City of Hobbs for future water and monitoring well sites, at mutually agreed upon locations. This obligation shall continue with future subdivision plats within the masterplan South 40.
 - 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 **\$750,000.00**. (See Exhibit "A" Sketch Plan attached hereto)
7. 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 – YMH Inc., 4830 E Seminole Hwy, 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.
8. 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.
9. **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.
10. **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.

11. 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.

12. 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.

13. 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.

14. TERMINATION.

This Agreement shall be terminated upon the completion of all installation and construction defined herein or 365 days from ratification. Notwithstanding termination, the Developer's commitment to provide property for future water and monitoring well locations shall continue until all lots are subdivided and developed in the master planned South 40 subdivision.

15. 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

YMH Inc. – 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

SOUTH FORTY SUBDIVISION - UNIT 1

A TYPE FIVE SUBDIVISION

LOCATED IN THE NORTH HALF OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO



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

TYPE OF SURVEY:
TYPE 5 SUBDIVISION

PROJECT NAME:
SOUTH FORTY SUBDIVISION UNIT 1

CLIENT:
YMH, INC

PROJECT NUMBER:
22050

PROJECT SURVEYOR:
Jeremy Baker, PS

DRAWN BY:
Kendall Goad

INDEXING INFORMATION FOR COUNTY CLERK

OWNER:
YHC, INC

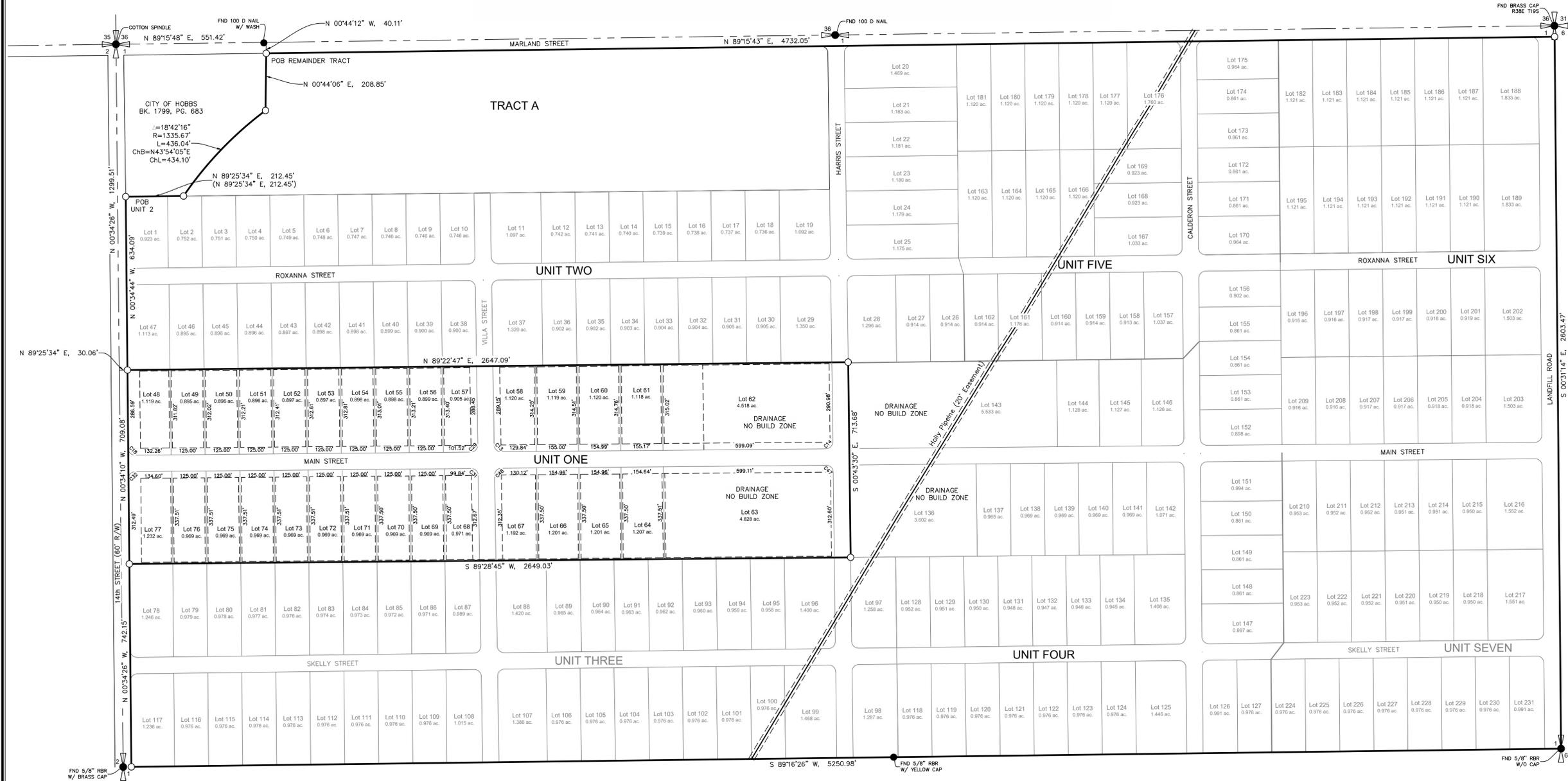
LOCATION:
N/2 of Sec 1, Township 19 South, Range 38 East, N.M.P.M., Lea County New Mexico

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

LEGEND

- Set 5/8 inch rebar w/blue plastic cap marked "Baker NM PS 25773" unless otherwise noted
- Found monument as noted
- Utility Pole
- X—X— Fence
- O—H— O-H Electric Line
- ⊕ Found Section Corner
- ⊙ Found Quarter Corner

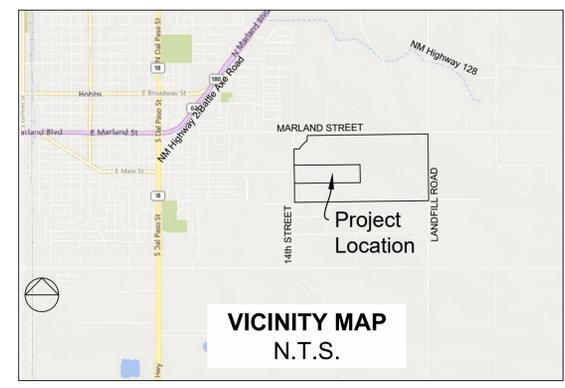
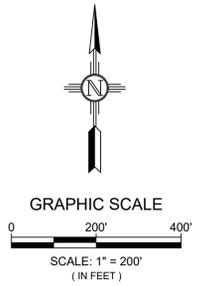
XX"XXXX" XX.XX" Measured bearing and distance
XX"XXXX" XX.XX" Record bearing and distance



- NOTE:**
- FLOOD ZONE INFORMATION PER FLOOD INSURANCE RATE MAP 35025C1355D, EFFECTIVE DECEMBER 16, 2008. ZONE D
 - BUILDING SETBACKS FROM STREET LINES SHALL BE 25 FEET FOR FRONTAGES, 10 FEET FOR SIDE LOTS. ALL OTHER SETBACKS SHALL BE 5 FEET MINIMUM FOR SIDE AND REAR SETBACKS.
 - BUILDING SETBACKS FROM THE ROW ALONG SECTION LINES (14TH STREET) SHALL BE 45 FEET.

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE FROM GPS/GNSS OBSERVATIONS AND CONFORM TO THE NEW MEXICO STATE PLANE COORDINATE SYSTEM "NEW MEXICO EAST ZONE" NORTH AMERICAN DATUM OF 1983. TRUE NORTH CAN BE OBTAINED BY APPLYING A CONVERGENCE ANGLE OF 00°39'39.12" AT A COTTON SPINDLE FOR THE NORTHWEST CORNER OF SECTION 1, LOCATED AT N 619,401.60, E 917,648.14. DISTANCES SHOWN HEREON ARE IN GROUND AND WERE OBTAINED BY APPLYING A COMBINED GRID TO GROUND SCALE FACTOR OF 1.0001136300 AT N 0.00, E 0.00.



SHEET:
1 of 2
SU - 101

**BOUNDARY AND TOPOGRAPHIC SURVEY
OF AN EXISTING TRACT OF LAND LOCATED IN THE NORTH HALF OF
SECTION 1, TOWNSHIP 19 SOUTH, RANGE 38 EAST, N.M.P.M.,
LEA COUNTY, NEW MEXICO**

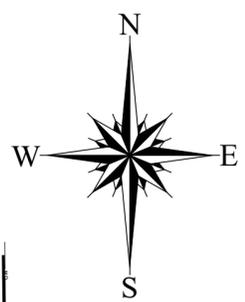
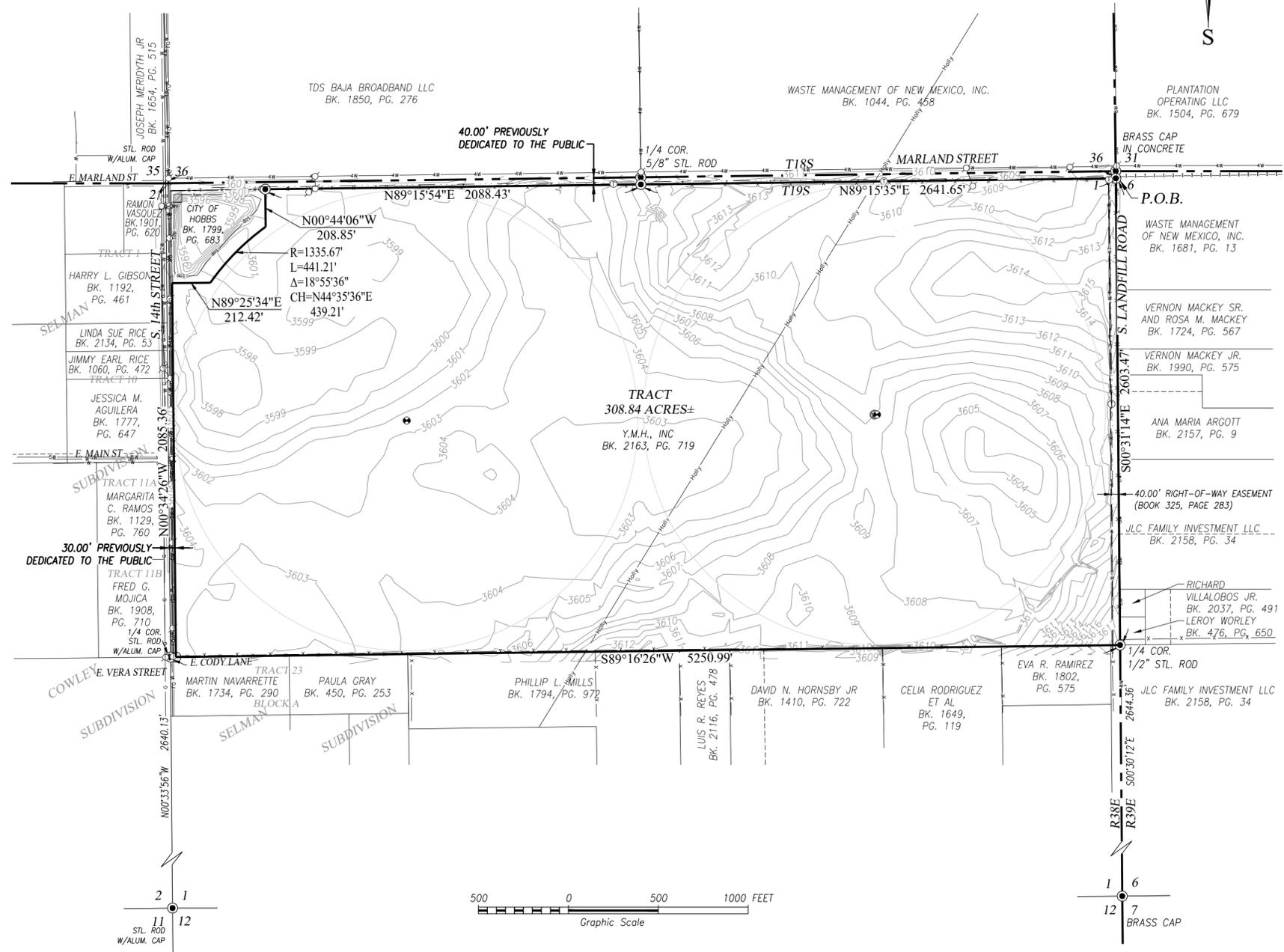
TRACT DESCRIPTION:

A TRACT OF LAND SITUATED IN THE NORTH HALF OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR THE NORTHEAST CORNER OF THIS TRACT, WHICH LIES S00°31'14"E ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 40.00 FEET FROM A STEEL ROD WITH BRASS CAP FOUND FOR THE NORTHEAST CORNER OF SAID SECTION; THEN S00°31'14"E ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 2603.47 FEET TO A 1/2" STEEL ROD FOUND FOR THE EAST QUARTER CORNER OF SAID SECTION AND THE SOUTHEAST CORNER OF THIS TRACT; THEN S89°16'26"W ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION A DISTANCE OF 5250.99 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC P.S. 12641" FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT; THEN N00°34'26"W A DISTANCE OF 2085.36 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC P.S. 12641" FOUND FOR A CORNER OF THIS TRACT; THEN N89°25'34"E A DISTANCE OF 212.42 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC P.S. 12641" FOUND FOR A CORNER OF THIS TRACT AND THE BEGINNING POINT OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1335.67 FEET, AND A CENTRAL ANGLE OF 18°55'36"; THEN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 441.21 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" FOUND FOR A CORNER OF THIS TRACT; THEN N00°44'06"W A DISTANCE OF 208.85 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" FOUND FOR THE NORTHWEST CORNER OF THIS TRACT; THEN N89°15'54"E A DISTANCE OF 2088.43 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" FOUND FOR A CORNER OF THIS TRACT; THEN N89°15'35"E A DISTANCE OF 2641.65 FEET TO THE POINT OF BEGINNING, CONTAINING 308.84 ACRES MORE OR LESS.

LEGEND:

- ⊙ - DENOTES SET 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641"
- - DENOTES FOUND 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" UNLESS NOTED OTHERWISE
- ⊕ - DENOTES CALCULATED CORNER
- w—w— - DENOTES 2-WIRE OVERHEAD POWER LINE
- 4w—4w— - DENOTES 4-WIRE OVERHEAD POWER LINE
- 5w—5w— - DENOTES 5-WIRE OVERHEAD POWER LINE
- 8w—8w— - DENOTES 8-WIRE OVERHEAD POWER LINE
- ⊥ - DENOTES UTILITY POLE
- t—t— - DENOTES BURIED TELEPHONE LINE
- ⊕ - DENOTES TELEPHONE PEDESTAL
- fo—fo— - DENOTES BURIED FIBER OPTIC LINE
- g—g— - DENOTES GAS LINE
- ⊕ - DENOTES GAS VALVE
- ⊕ - DENOTES WATER VALVE
- w—w— - DENOTES WATER LINE
- ⊕ - DENOTES FIRE HYDRANT
- ⊕ - DENOTES WATER WELL
- - DENOTES PIVOT
- x—x— - DENOTES FENCE LINE
- · · · - DENOTES BAR DITCH
- Holly— - DENOTES HOLLY BURIED PIPELINE

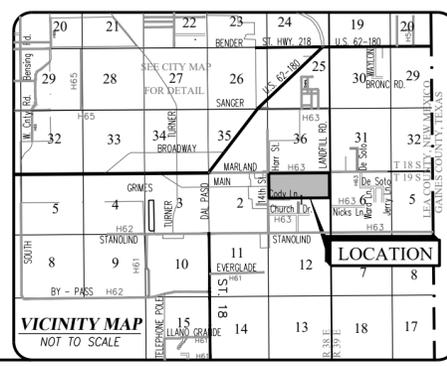


SURVEYOR'S CERTIFICATE:
I, GARY G. EIDSON, NEW MEXICO PROFESSIONAL SURVEYOR No. 12641, DO HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GARY G. EIDSON _____ DATE: _____



PROVIDING SURVEYING SERVICES SINCE 1946
JOHN WEST SURVEYING COMPANY
412 N. DAL PASO HOBBS, N.M. 88240
(575) 393-3117 www.jwsc.biz
TBPLS# 10021000



Scale: One Inch = Five Hundred Feet
CAD Drafter & Date: DSS - 03/23/2020
JWSC W.O. No.: 20.11.0098
JWSC File No.: D-1118A
© Donna S. Tracts (Boundary Survey) 2020 \20110098 YMH
Seminole Farms LLC N2 S1 T19 R38

STATE OF NEW MEXICO
COUNTY OF LEA - FILED:

Communications from Citizens

There were no communications from citizens.

Action Items

3) Review and Consider the Infrastructure Reimbursement Development Agreement with Youngs Mobile Home in the proposed South 40 Subdivision

Mr. Randall stated this is the development agreement that pertains to the South 40 Subdivision, located just outside the city limits, near Marland Street and 14th Street. He stated the reason for this development agreement is the presence of a nitrate plume from the city's wastewater treatment plant, which is migrating east/northeast. He stated there has been sampling in the area that has confirmed nitrate levels exceeding 10 parts per million, making the groundwater non-potable. Originally, this development was intended to connect to the city's water system. However, discussions have since evolved to include the City's participation in constructing a lift station that would serve not only this subdivision but a larger surrounding area. The estimated cost of the lift station is approximately \$750,000. Mr. Randall stated the development agreement is being drawn up to address this issue. Initially, the plan was for the County to share the cost equally with the developer (50/50). However, the County has since allocated its funds toward housing incentives throughout Hobbs using Providence dollars. As a result, the City will be entering this agreement directly with the developer for the full \$750,000.00.

Mr. Hicks clarified the \$750,000.00 is strictly for the lift station, not any sewer lines, correct? Mr. Randall said that is correct, the funding is exclusively for the lift station. However, it does include the force main and the SCADA system, which enables communication with the wastewater treatment plant. The cost estimate accounts for these components.

Mr. Randall explained that in the future, the developer will undertake preliminary design work for water and sewer extensions, beginning with Phase 1 and extending to future phases as the subdivision develops. Mr. Hicks clarified the lift station is being designed to accommodate the entire development and potentially additional areas to the west. Mr. Randall confirmed this, adding that while there is some existing sewer service along Main Street, it lacks the necessary depth to fully cover the area. He further noted that while part of Main Street lies within city limits, a significant portion remains outside. These infrastructure improvements would enable future connections to serve the broader region.

Mr. Kesner expressed his concerns regarding the nitrate contamination in the groundwater, and asked about other nearby residents relying on groundwater. Mr. Randall explained the presence of water lines along 14th Street and Stanolind Street is due to a legal mandate from the 1980s. At that time, a court case determined that the nitrate plume was affecting the area, requiring the City to extend water service to affected properties.

Mr. Randall explained that historically, this land was home to a dairy operation adjacent to the cemetery and wastewater treatment plant. There has been ongoing debate over whether the nitrate contamination stems from the treatment plant, the dairy, or a combination of both. Since the 1980s, the city has only been required to monitor the plume and nitrate levels.

Mr. Hicks asked if the houses immediately south of this project are currently served by city water? Mr. Randall stated that some areas have city water service, such as along 14th Street. However, properties near Church Street do not have city water connections. He stated there are monitoring wells furthest east of the cemetery. One additional well was recently placed near the South 40 subdivision.

Mr. Randall explained the primary reason for the City's involvement in this lift station is to ensure public safety by properly disposing of liquid waste. Without this infrastructure, individual properties would rely on septic systems, which could further exacerbate contamination issues. He further explained this marks the first time the city is financially participating in a lift station project. However, given the known groundwater contamination in the area, such participation may become more common in future developments adjacent to city limits. Both the developer and the city stand to benefit from this investment in wastewater infrastructure.

Mr. Hicks asked if this project is annexed into the city? Mr. Randall replied no, it remains outside the city limits. However, the city has modified its housing incentive policies to allow participation in public infrastructure projects outside the limits, similar to the Northland East development by Brenda Gomez, where water lines were extended.

Mr. Hicks asked if residents outside the city limits using city utilities pay a higher rate? Mr. Randall stated yes, they do. That policy remains unchanged.

Mr. Ramirez asked if the County is contributing to the \$750,000.00 cost. Mr. Randall stated the County is funding the entire \$750,000.00 as part of its \$2.5 million contribution to the City for public infrastructure and housing incentives. However, this funding is managed through the City rather than given directly to the developer.

In response to Mr. Kesner's question, Mr. Randall stated the Board previously formed a rural subdivision committee to establish lot width guidelines similar to these. While these guidelines haven't been formally approved yet, if the subdivision increases in density, curb, gutter, and sidewalk requirements would likely be enforced. He stated this remains a rural subdivision outside city limits, but the guidelines provide a framework for future developments, both inside and outside the city, that may have only water service.

Mr. Ramirez asked if there are future plans to annex this area. Mr. Randall replied not at this time. Annexation requires the property to be contiguous to existing city limits, which this subdivision is not. To annex it, we would need additional neighboring property owners to petition for annexation together.

After a lengthy discussion, Mr. Ramirez made a motion to approve the Infrastructure Reimbursement Development Agreement with Youngs Mobile Home in the proposed South 40 Subdivision, seconded by Ms. Turner. The vote on the motion was 5-0 and the motion carried.