



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

Monday, October 20, 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 90.7 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 October 6, 2025, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

2. Proclamation Proclaiming Saturday, November 1, 2025, as "EXTRA MILE DAY" in Hobbs, New Mexico (*Sam Cobb, Mayor*)
3. Recognition of City Employees - Milestone Service Awards for the Month of October, 2025 (*Manny Gomez, City Manager*)

- 5 years - Alexa Sanchez, Recreation Department
- 5 years - Samson Shije, Parks and Open Spaces Department
- 5 years - Jordan Barrett - Recreation Department
- 5 years - Lauren Carrillo, Hobbs Police Department
- 10 years - Jamie Wolters, Hobbs Public Library
- 20 years - Joseff Amador, I. T. Department
- 20 years - Nancy Warner, Parks and Open Spaces Department
- 25 years - Toby Spears, Finance 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.)

4. Resolution No. 7685 - Authorizing Disposal of a Fixed Asset - Wash Press Assembly (Component of 5333) (*Bill Griffin, WWRF Superintendent*)
5. Resolution No. 7686 - Authorizing the City Manager to Acquire All Necessary Real Property and Right-Of-Way Interests for the College Lane Widening Project, and to Execute All Related Documents, Contracts, Title Closings, and Payments, Pursuant to New Mexico Law and the Hobbs Municipal Code (*Todd Randall, Assistant City Manager*)
6. Resolution No. 7687 - Authorizing the Mayor to Provide Notice to the New Mexico Oil Conservation Division of the City's Election to Opt Out of Receiving Fracturing Fluid Disclosures Pursuant to Rule 19.15.16.19(D) NMAC (2025) (*Medjine Desrosiers-Douyon, Deputy City Attorney*)
7. Resolution No. 7688 - Amending The Fiscal Year 2027–2031 Infrastructure Capital Improvement Plan (ICIP) to Include a New Project for Affordable Housing Development (*Todd Randall, Assistant City Manager*)

DISCUSSION

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

8. Resolution No. 7689 - Authorizing an Allocation of Lodgers' Tax to Fund Various Events for FY 2026 (*Toby Spears, Finance Director*)

9. Resolution No. 7690 - Adopting Budgetary Adjustment #1 for Fiscal Year 2025-2026 (*Deb Corral, Assistant Finance Director*)
10. Resolution No. 7691 - Approving the Vacation Plat of a Portion of Adell Drive in the 4th Unit of Del Norte Industrial Subdivision Located in the SW1/4 of Section 6, T18S, R38E, City of Hobbs, Lea County, New Mexico (*Todd Randall, Assistant City Manager*)
11. PUBLICATION: Proposed Ordinance Annexing Certain Contiguous Territory Including a Portion of the Green Meadows Subdivision, Lea County, New Mexico, into the Corporate Limits of the City of Hobbs (*Todd Randall, Assistant City Manager*)
12. Resolution No. 7692 - Approving the Final Plat of the Trinity Estates Subdivision, Unit Three to the City of Hobbs, Lea County, New Mexico (*Todd Randall, Assistant City Manager*)
13. Resolution No. 7693 - Approving the Final Plat of “Windmill Business Park Summary Subdivision/Replat” and Authorizing Acceptance with Surety and Development Agreement for Public Infrastructure Improvements (*Todd Randall, Assistant City Manager*)
14. Resolution No. 7694 - Authorizing Execution of a Grant Agreement with the New Mexico Environment Department for Capital Outlay Project SA 25-J2400-GF (*Tim Woomeer, Utilities Director*)
15. Resolution No. 7695 - Authorizing a Grant Agreement with the New Mexico Department of Transportation for DFA Appropriation ID J3274 NMDOT Control Number C2253274 to Plan, Design, and Construct Road Improvements Including Mill, Overlay and Striping on Marland Blvd. in the Amount of \$2,050,000.00 (*Todd Randall, Assistant City Manager*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

16. Next Meeting Dates:

City Commission Regular Meetings

- Monday, November 3, 2025, at 6:00 p.m.
- Monday, November 17, 2025, at 6:00 p.m

ADJOURNMENT

If you are an individual with a disability who needs a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the above

meeting, please contact the City Clerk's Office at (575) 397-9200 at least 72 hours prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk's Office if a summary or other type of accessible format is needed.



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
October 20, 2025

SUBJECT: Minutes of the October 6, 2025, Regular Commission Meeting

DEPT OF ORIGIN: City Clerk

DATE SUBMITTED: 10/10/2025

SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Minutes of the regular Commission meeting held on October 6, 2025.

Fiscal Impact:

N/A

Attachments:

October 6, 2025 - Minutes

Recommendation:

Motion to approve the minutes.

Approved By:

Jan Fletcher, City Clerk 10/13/2025

Manny Gomez, City Manager 10/13/2025

Minutes of the regular meeting of the Hobbs City Commission held on Monday, October 6, 2025, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also broadcast via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

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

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

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
Seth Ford, Police Sergeant
Mark Doporto, Fire Chief
Adam Marinovich, Deputy Fire Chief
Shawn Williams, Fire Marshal
Hayden Able, Fire Inspector
Jessica Silva, Code Enforcement Superintendent
Evelyn Nunez, Event Coordinator
Bobby Arther, Municipal Judge
Shannon Arguello, Municipal Court Administrator
Mystica Maldonado, Lead Judicial Specialist
Bryan Wagner, Parks and Open Spaces Director
Lou Maldonado, Parks Superintendent
Matt Hughes, Rockwind Superintendent
Doug McDaniel, Recreation Director
Lyndsey Henderson, CORE Facility Director
Nichole Lawless, Library Director
Tim Woomer, Utilities Director
Toby Spears, Finance 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, Deputy City Clerk
Alyxandra Salas, Assistant Deputy City Clerk
9 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Calderón moved the minutes of the regular meeting of September 15, 2025, be approved as written. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Mayor Cobb proclaimed the week of October 5 - 11, 2025, as "FIRE PREVENTION WEEK" in the City of Hobbs. He presented the proclamation to Fire Chief Mark Doporto, Deputy Fire Chief Adam Marinovich, Fire Marshal Shawn Williams, and Fire Inspector Captain Hayden Able. They proudly accepted the proclamation on behalf of the Hobbs Fire Department's Fire Prevention Team. Chief Doporto spoke on the Department's foundational mission: the preservation of life and property, and the education of both its staff and the public. He highlighted the Department's active role during Fire Prevention Week, during which members of the Fire Prevention Team, accompanied by Hobbs Fire Department personnel, visit local schools to educate students and staff about fire safety. Their goal is for students to bring that knowledge home, extending the impact of the message beyond the classroom. Chief Doporto stated this is one of the most rewarding times of the year for the Department, as they are able to reach thousands of individuals through their strong partnership with Hobbs Municipal Schools. He also commended Captain Hayden Able for his exceptional work at St. Helena School, noting the effectiveness of the engaging safety program he presented to the students.

Fire Marshal Shawn Williams expressed his gratitude for being part of the Fire Prevention Program since 2009. He shared how much joy it brings him to see the lasting impact of the program and to know that each member present has played a significant role in its success over the years. He acknowledged Chief Doporto and Deputy Chief Marinovich for their leadership in running the program in previous years, and expressed his hope that, upon his retirement, Captain Able will continue to carry the program forward. Fire Marshal Williams concluded by expressing his deep appreciation for the entire team and their continued dedication.

Recognition of the City of Hobbs CORE Adult Adaptive Programming - Recipient of the 2025 Adult Program of the Year Award by the New Mexico Recreation and Parks Association

Mr. Doug McDaniel, Recreation Director and current President of the New Mexico Recreation and Parks Association (NMRPA), announced that in August, NMRPA issued a call for nominations for the 2025 NMRPA Awards, ahead of the annual conference held two weeks ago in Albuquerque, New Mexico. Mr. McDaniel explained that the Adult Program of the Year Award is presented to a department or agency that delivers an outstanding adult program, whether through a park and recreation department, a conservation agency, or a public or private nonprofit organization. He proudly highlighted the CORE'S Adult Adaptive Program, which earned this year's award. The program is multi-faceted, with one of its key components being Adaptive Avengers, a physical education class designed for individuals with cognitive or physical disabilities. Participants and their caregivers meet twice weekly for one hour to engage in activities that enhance motor function, cognitive skills, coordination, and social interaction. The program has gained significant popularity and now serves individuals from across Southeastern New Mexico.

Mr. McDaniel provided details of the additional features of the Adaptive Program. He presented a plaque to the City of Hobbs and the CORE, in recognition of winning the NMRPA's Adult Program of the Year award for their exceptional adaptive adult programming. Ms. Lyndsey Henderson, Facility Director, accepted the plaque on behalf of the CORE.

Public Comments

Sergeant Seth Ford of the Hobbs Police Department thanked the Commission for attending the recent outdoor range event. He expressed his appreciation for the opportunity to showcase the team's skills and capabilities, calling it a valuable experience for both the department and the Commission. To show his gratitude for their continued support of HPD and its officers, Sergeant Ford presented a commemorative hat and framed photo to the Mayor taken during the event as a token of appreciation.

Mayor Cobb expressed his appreciation for the team's focus on de-escalation, noting that SWAT operations are used as a last resort. He stated the department's emphasis on de-escalation gives him confidence, especially in light of the current public concerns about law enforcement's use of force. Mayor Cobb acknowledged it is reassuring to see officers are being trained with de-escalation as a primary objective. He affirmed his full support for the continued expansion of the program, including capital investments and related initiatives.

Mr. Nick Maxwell, a resident of Hobbs, spoke on Resolution No. 7684 concerning the responsible reuse of produced water. He noted his involvement in the rulemaking process and expressed that certain aspects of the issue require further clarification. Mr. Maxwell also addressed a possible misconception that the rulemaking hearing has been delayed due to opposition. He encouraged the Commission to give further consideration to the matter.

Ms. Becca Titus, representing United Way of Lea County, provided an overview of the recent Chili Fest which took place this past weekend in the City employee parking lot at City Hall. She expressed gratitude to City Staff members, Mr. Matt Hughes, Mr. Todd Randall, Ms. Nancy Warner, Ms. Elda Gonzalez, and Mr. Manuel Huerta for going the extra mile with their outstanding support. Ms. Titus shared that hosting the event at a new location, rather than the usual Lea County Event Center, made it feel like organizing a first-time event. Despite the challenges, the Chili Fest turned out to be a great success, thanks in large part to the dedication and assistance of City employees, who went above and beyond to ensure it ran smoothly. She thanked all participants, donors, and volunteers who contributed to the event's success. Ms. Titus stated that support from Lodgers' Tax funding played a key role in making the event possible, helping United Way bring the community together and enabling future initiatives.

Ms. Titus also highlighted the recent Battle of the Badges event held over the weekend where the Hobbs Police Department, Fire Department, and Lea County Sheriff's Department grilled hamburgers for the citizens of Hobbs. The Sheriff's Department won the friendly competition, again, by just two hamburgers. She concluded by emphasizing none of these efforts would be possible without strong partnerships and relationships with the City. Their support not only benefits United Way and the 211 programs but it also helps sustain 27 other nonprofits. Ms. Titus again praised the City of Hobbs employees calling them "amazing."

Consent Agenda

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

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

Resolution No. 7679 - Authorizing the Deletion of One (1) Submersible Pump from the City's Public Inventory

Resolution No. 7680 - Authorizing the Deletion of Three (3) Copiers from the City's Public Inventory

Resolution No. 7681 - Approving a Right-of-Way Occupation License Agreement on Public Right-of-Way Located on Alston St. and Fowler St. with the Palmer Drug Abuse Program

Resolution No. 7682 - Ratifying And Approving the Assignment and Assumption of a Ground Lease for Approximately 6.83 Acres Located at 5625 N. Lovington Highway, Hobbs Industrial Air Park, from Covenant Health Hobbs to Stag Amazon, LLC, and

Authorizing the Mayor to Execute all Documents Necessary to Effectuate the Assignment.

Resolution No. 7683 - Confirming Satisfaction of Development Requirements and Authorizing Release of Right to Repurchase Property at the Hobbs Industrial Air Park

Resolution No. 7684 - Supporting the Responsible Reuse of Produced Water

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

Discussion

Presentation of National Cleanup Month Recap

Ms. Evelyn Nunez, Event Coordinator for the City of Hobbs, provided an overview of National Cleanup Month which took place in September. She stated the City was awarded \$21,987.00 through the New Mexico Clean and Beautiful grant which required a 25% match by the City. Ms. Nunez emphasized the vital role volunteers play in the success of local clean-up efforts. Throughout the month, three community clean-ups were held, drawing a total of 101 participants who helped remove litter from targeted areas. These participants included City staff as well as residents, workers, and students who take pride in their community. Together, they collected 132 bags of litter from the three designated cleanup sites.

Ms. Nunez expressed sincere gratitude to everyone who contributed their time and effort, noting these clean-ups are hard work and the dedication of City staff is instrumental to their success. She commended the commitment of individuals who care deeply about keeping Hobbs beautiful for both residents and visitors. She also extended a special thank you to the many businesses that supported the events, providing water, snacks, Gatorade, supplies, and even gift cards for volunteer raffles. In particular, she recognized New Mexico Junk Masters, a locally owned, family-run business, for donating all of the trash trailers and covering the cost of hauling the debris to the landfill. Ms. Nunez noted that while progress has been made, much work remains. She urged the community to take a simple but impactful step, stop littering and use the trash cans placed throughout the City. She stated these efforts will be factored into future Clean and Beautiful grant applications. She encouraged support from local businesses and even railroad companies.

Looking ahead, Ms. Nunez announced several upcoming beautification events made possible by a generous donation from Chevron. These include a "Plogging" Event, which will be held on Saturday, October 11, 2025. Participants will trade bags of collected trash for medals. She further explained "Plogging" refers to jogging while

picking up litter. The next event will be the Hobbs Tire Roll Out which is scheduled on Saturday, October 18, 2025. This event provides residents an opportunity to dispose of old tires for proper recycling. It will take place in the parking lot across the street from City Hall. She stated the Chevron donation will also support the long-anticipated "Yard of the Month" program and help fund the production of 250 "Keep Hobbs Beautiful" t-shirts which will be distributed at the next community clean-up event.

Commissioner Gerth commented that he was pleasantly surprised by the strong turnout at the event held at Humble Park. He noted the railroad area in that location tends to accumulate a significant amount of debris, making the clean-up efforts especially impactful.

Action Items

PUBLICATION: Proposed Ordinance Amending the Uniform Traffic Ordinance as Set Forth in Chapter 10.04 of the Hobbs Municipal Code

Ms. Medjine Desrosiers-Douyon, Deputy City Attorney, presented an overview of a proposed ordinance amending the Uniform Traffic Ordinance, as outlined in Chapter 10.04 of the Hobbs Municipal Code. She explained the City of Hobbs initially adopted this ordinance in 2016, with subsequent amendments made in 2017, 2019, and 2020. The current proposed amendments cover the period from 2020 to 2025 and are intended to align the Uniform Traffic Ordinance with updates to the New Mexico Motor Vehicle Code and legislation enacted by the New Mexico Legislature. Most of the proposed changes are minor and include stylistic, formatting, and clarification updates. She highlighted certain sections which had not been previously adopted, as well as new definitions added to Article 1. Additionally, she noted Section 12-3-2 under Article 3, titled "Obedience to Officers and Firefighters," has been removed.

In response to Mayor Cobb's inquiry regarding the removal of this section, Ms. Desrosiers-Douyon stated she was not aware of the reason for its removal. She explained when the Uniform Traffic Ordinance was received, they were simply notified that section had been omitted.

Commissioner Mills commented removal of the language was likely due to litigation that applied specifically to law enforcement officers, and since firefighters are not considered law enforcement, the provision was deemed inapplicable.

Ms. Desrosiers-Douyon continued her presentation by reviewing Articles 4 through 6, noting that additional language had been incorporated to strengthen the authority of these sections and enhance overall clarity. Key topics addressed in these articles included penalty assessments, speed limits, rules for bicycles and electric-assisted bicycles, autonomous vehicles, and operating a vehicle under the influence.

Commissioner Penick stated he would need to leave the meeting to attend a prior-scheduled event. Before exiting, he inquired whether the item was up for adoption or merely for discussion.

Mayor Cobb responded the item is on the agenda for approval to publish, not adoption. He explained it would be posted on the City's website, and citizens would be encouraged to contact him or the Commission with any questions. If public feedback results in changes to the ordinance, those revisions would be brought back to the Commission before final adoption.

Commissioner Mills commented he would encourage people to take a look at these ordinances on the website. He clarified the intent is not to limit people's fun, but it is to make the community safer and more enjoyable for everyone.

Mr. Gomez stated the purpose of the publication is to adopt updates to the Uniform Traffic Ordinance covering the period from 2020 to present. He emphasized the importance of understanding the proposed changes made during that time. Some updates, such as those related to electric bicycles, had not been previously addressed by the City. He noted electric bikes are now commonly seen in the community and pointed out that the City's trail system, with pathways approximately 10 feet wide, could accommodate Class 2 and Class 3 electric bicycles. These classes have specific miles-per-hour limits which are outlined in the updated ordinance. He clarified the current action is simply to update the ordinance for the 2020–2025 period. He added there may be items the City can choose to consider further or exclude from the final version of the Uniform Traffic Ordinance.

Mayor Cobb further commented that autonomous vehicles are now a reality in our society. He jokingly stated Chief Fons might prefer having more autonomous vehicles and fewer drivers. He encouraged everyone to visit the City's website and reach out with any questions or concerns. Mayor Cobb emphasized while the ordinance should be fair, public safety must remain the top priority when considering any changes to the Municipal Code.

Commissioner Smith suggested providing a cleaner redline version of the ordinance updates. He recommended this version be added to the City's website so interested individuals can easily see what changes have been made, specifically, what has been added and what has been removed.

Mayor Cobb added the document could be color-coded to avoid confusion, using one color for deletions and another for additions, so the public can clearly distinguish between the changes made.

There being no further discussion, Commissioner Smith moved to approve publication of the ordinance for adoption at a later date. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes,

Fields yes, Calderón yes, Gerth yes, and Cobb yes. The motion carried. Copies of the proposed ordinance and supporting documentation are attached and made a part of these minutes.

PUBLICATION: Proposed Ordinance Amending Chapter 1 of the Hobbs Municipal Code — Establishing Civil Infraction Violations and Enforcement Procedures

Ms. Medjine Desrosiers-Douyon, Deputy City Attorney, presented details regarding a proposed ordinance to amend Chapter 1 of the Hobbs Municipal Code, which would establish civil infraction violations and enforcement procedures. She explained the ordinance would allow the City to adopt regulations, consistent with New Mexico law, aimed at promoting public safety, health, prosperity, order, and overall well-being within the municipality.

Ms. Desrosiers-Douyon stated municipalities are permitted to enact civil laws to govern their relationship with the community. Currently, the Hobbs Municipal Code defines violations as punishable by a fine not exceeding \$500.00, imprisonment, or both.

The proposed ordinance would enable the City to amend its code to incorporate civil infractions. At present, civil infractions within the City are limited to certain criminal contexts. Under the proposed framework, civil infractions would have the following characteristics:

- No possibility of jail time
- Burden of proof is based on the preponderance of the evidence, not beyond a reasonable doubt
- Failure to appear in court would result in a default judgment

She stated the citation would outline procedures, allowing violators to:

- Admit the violation and request a formal hearing
- Deny the violation and request a hearing
- If represented by legal counsel, the City Attorney's Office would engage with the individual's attorney.

Ms. Desrosiers-Douyon also clarified what would not change under the proposed ordinance:

- The process of service
- Maximum penalties, remaining at \$500.00
- The right to appeal a default judgment (the City Attorney's Office retains discretion to dismiss charges)

If the proposed ordinance is approved, the City Clerk will publish it for public notice, followed by final adoption, and then a second publication. The ordinance would become effective five days after publication.

Once adopted, the City Commission will have the authority to review and determine which current violations in the Hobbs Municipal Code should be reclassified from criminal infractions to civil infractions.

There being no discussion, Commissioner Fields moved to approve publication of the ordinance for adoption at a later date. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, and Cobb yes. The motion carried. Copies of the proposed ordinance and supporting documentation are attached and made a part of these minutes.

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

Mr. Gomez expressed his appreciation to City staff and volunteers, noting their dedication to improving and cleaning up the community. He emphasized while recent efforts are appreciated, they represent only a small step toward addressing the broader issue. He encouraged residents to begin by taking care of their own properties and then extend that effort to their neighborhoods. He reminded the public of the upcoming large item pick-up event, scheduled for Saturday, November 1, 2025, covering the area north of Sanger and east of Fowler. Items must be placed at the curb by 7:00 a.m. He extended thanks to the Parks and Open Spaces Department, Utilities Department and Street Department for their continued commitment to serving the community.

Mr. Gomez provided an update on the Phase 12 Water Line Replacement Project which is currently underway. The project involves the installation of over 10,000 feet (approximately 3.5 miles) of new water lines, with completion expected by March or April 2026. He acknowledged a recent incident near Copper and Cochiti, close to Clover Park, where an aging line collapsed, noting that such infrastructure failures are unfortunate but inevitable with time. He thanked the Utilities Department for their responsiveness and ongoing hard work.

Additionally, Mr. Gomez announced the start of a related waterline construction project along Sanger Street, extending from Turner to Fowler. Street closures are expected to last approximately three weeks to allow for the installation of a new 6-inch water line as part of the Phase 12 project. He advised drivers to anticipate delays and use alternate routes when possible and expressed appreciation for the public's patience and understanding.

Commissioner Gerth expressed his appreciation to all City employees, stating their hard work and dedication make everything run more smoothly and efficiently for the community.

Commissioner Calderón commented on the poor condition of the railroad tracks near Marland, stating that they are in very bad shape. He expressed hope that action can be taken soon to address the issue.

Mr. Gomez stated that Mr. Todd Randall, Assistant City Manager, and Ms. Jessica Silva, Code Enforcement Superintendent, met with representatives from the railroad a few months ago to discuss the condition of the tracks with overgrowth in the area. He explained there have been conversations about outsourcing the work to address the issue, as it is a challenging task that requires specialized tools and staff, which the City is currently working on to attain.

ADJOURNMENT

There being no further business or comments, Commissioner Calderón moved the meeting adjourn. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried and the meeting adjourned at 7:20 p.m.

SAM COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, Hobbs, New Mexico, is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, Hobbs, New Mexico, is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Hobbs, New Mexico, is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, Hobbs, New Mexico, acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2025.

NOW, THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim November 1, 2025, as:

“Extra Mile Day”

I urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of October, 2025, and cause the seal of the City of Hobbs to be affixed hereto.


SAM D. COBB, Mayor

ATTEST:


JAN FLETCHER, City Clerk



October Milestones 2025

5 Years

Alexa Sanchez	COREKids Lead Spc	10/07/2020
Samson Shije	Parks Maint. Worker	10/12/2020
Jordan Barrett	Guest Serv. Lead Spc	10/19/2020
Lauren Carrillo	Police Officer - EIC	10/19/2020

10 Years

Jamie Wolters	Children's Librarian	10/05/2015
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20 Years

Joseff Amador	Web Page Specialist	10/10/2005
Nancy Warner	Parks Supervisor	10/31/2005

25 Years

Toby Spears	Finance Director	10/09/2000
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CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
October 20, 2025

SUBJECT: Resolution No. 7685 - Authorizing Disposal of a Fixed Asset - Wash Press Assembly (Component of 5333)

DEPT OF ORIGIN: Utilities

DATE SUBMITTED: 9/24/2025

SUBMITTED BY: Bill Griffin, WWRF Superintendent

Summary:

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

Fiscal Impact:

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

Attachments:

Resolution - Fixed Asset Disposal 10-20-25
Wash Press 1 deletion 2025 (Exhibit A)
Component Asset Value of 5333

Recommendation:

Motion to approve the resolution.

Approved By:

Tim Woomer, Utilities Director	09/26/2025
Toby Spears, Finance Director	10/09/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	10/13/2025
Manny Gomez, City Manager	10/13/2025

CITY OF HOBBS

RESOLUTION NO. 7685

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

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

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

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

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

PASSED, ADOPTED AND APPROVED this 20th day of October, 2025.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

CITY OF HOBBS
INVENTORY TRANSFER/DELETION FORM

Section 1 TODAY'S DATE: 09/24/2025 DATE OF TRANSACTION: 9/19/2025
SERIAL/VIN #: 5598-475 ASSET CONTROL #: Component of 5333
MAKE/MODEL: VULCAN/EWP 250/800 (Inventory Tag #)
ITEM DESCRIPTION: WASH PRESS ASSEMBLY

Section 2 TRANSFER

FROM:

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

*

DEPARTMENT APPROVAL

DATE

TO:

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

*

DEPARTMENT APPROVAL

DATE

Section 3 DELETION

DELETION AMOUNT: \$ 40,138.00
(Original Purchase Price)

REASON FOR DELETION: WORN AND CORRODED BEYOND REPAIR. RECYCLED FOR METAL SCRAP DUE TO CONTACT WITH SLUDGE.



DEPARTMENT APPROVAL SIGNATURE

09-24-2025

DATE

PLEASE COMPLETE SECTION 1 AND SECTION 2 FOR TRANSFERS

PLEASE COMPLETE SECTION 1 AND SECTION 3 FOR DELETIONS

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

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

CAPITAL ASSET WORKSHEET

ASSET # 5333	EQ EQUIPMENT	MASTER ASSET	DESCRIPTION	2008 WWTP IMPROVEMENT
CLASS	699 OTHER	FUND SOURCE	MAINT CONT	Y
SUBCL		ACQUIS METH	VENDOR DESC	Vendor Name Mi
COMMODITY		PU PURCHASED	TYPE	P
DEPT	4062 WASTEWATER PLAN	ACQUIS DATE	EXPIRE DATE	INSURED
LOC CODE	4062 WASTEWATER PLAN	ACQUIS COST	ANNUAL COST	CARRIER
LOC MEMO	WASTEWATER	ACRES		INSURED VAL
ROOM		QTY		EXPIRE DATE
STORAGE LOC	WASTEWATER PLANT	UNIT PRICE		POLICY CST
		PURCH MEMO		MEMO
STATUS	A ACTIVE			
CONDITION		SOY BOOK	DEPRECIATE	Y
CUSTODIAN	FIXED ASSET CUSTODIAN	CURRENT BOOK	DEPREC PRIN	19,972,307.32
TITLEHOLDER		EST SALVAGE	FIRST YR/PR	2008/01
		REPL COST	EST LIFE	5
		LAST INVENT	PERIODS TAKEN	60
		IMPROVE MEMO	ACCUM DEPREC	19,742,304.03 *
TAG # 904242				
SERIAL #				
MANUFACTURER				
MODEL		RETIRE DATE		
MODEL YEAR	2007	DISP CODE		
LICENSE #	OLD#: 904242	DISP PRICE		
		SALE PRICE		
VEND #	PO #	DOCUMENT #	INVOICE #	INV DATE
				INV AMT

GL Accounts

TYPE	ORG	OBJ	PROJ	PERCENT
Asset	920	16012		100.00
Contra	920	16015		100.00
Depreciation Expense	920	48000		100.00
Accumulated Depreciation	920	16112		100.00

PO Accounts

ORG	OBJ	PROJ	AMOUNT

* Reaction 46,138. HISTORICAL ASSET VALUE
 (40,138.⁰⁰) ACCUMULATED DEP
 0.00 BOOK VALUE OF COMPONENT



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
October 20, 2025

SUBJECT: Resolution No. 7686 - Authorizing the City Manager to Acquire All Necessary Real Property and Right-Of-Way Interests for the College Lane Widening Project, and to Execute All Related Documents, Contracts, Title Closings, and Payments, Pursuant to New Mexico Law and the Hobbs Municipal Code

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 10/6/2025

SUBMITTED BY: Todd Randall, Assistant City Manager

Summary:

The proposed Resolution authorizes the City Manager to negotiate, acquire, and accept all necessary real property and right-of-way interests for the College Lane Re-Alignment and Widening Project. In accordance with NMSA 1978, Sections 3-18-1 and 3-18-2, the acquisition of real property for municipal purposes requires authorization by the governing body or its designee. Adoption of this Resolution formally delegates such authority to the City Manager to execute all related documents, contracts, deeds, easements, title closings, and payment authorizations necessary to complete the project. This action ensures compliance with state law, the Hobbs Municipal Code, and local administrative procedures while expediting project delivery and coordination with affected property owners.

Fiscal Impact:

This City Commission Meeting includes additional funding for the College Ln design and ROW acquisition.

Attachments:

RESO - Authorizing CM for ROW acquisition 10-6-25 final
1 - 23036_College Lane ROW

Recommendation:

Motion to approve the resolution.

Approved By:

Todd Randall, Assistant City Manager	10/09/2025
Toby Spears, Finance Director	10/09/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	10/09/2025
Manny Gomez, City Manager	10/13/2025

CITY OF HOBBS
RESOLUTION NO. 7686

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACQUIRE ALL
NECESSARY REAL PROPERTY AND RIGHT-OF-WAY INTERESTS FOR THE
COLLEGE LANE WIDENING PROJECT, AND TO EXECUTE ALL RELATED
DOCUMENTS, CONTRACTS, TITLE CLOSINGS, AND PAYMENTS, PURSUANT TO
NEW MEXICO LAW AND THE HOBBS MUNICIPAL CODE**

WHEREAS, pursuant to NMSA 1978, §§ 3-18-1 and 3-18-2, municipalities are authorized to acquire, hold, and convey real property for municipal purposes, including public streets and related improvements; and

WHEREAS, the City of Hobbs has determined that the widening, re-alignment and improvement of College Lane is a public purpose and necessity that will enhance roadway safety, mobility, and connectivity for the community; and

WHEREAS, the acquisition of real property and right-of-way interests is required for the design, construction, and completion of the College Lane Re-Alignment and Widening Project; and

WHEREAS, the Hobbs City Commission approves and authorizes the City Manager, as chief administrative officer, to negotiate, acquire, and accept such interests and to execute all related documents, consistent with the Hobbs Municipal Code and state law;

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

1. The City Manager, or designee, is hereby authorized to negotiate, acquire, and accept, by purchase, dedication, or other lawful means, all real property and right-of-way interests necessary for the College Lane Re-Alignment and Widening Project.
2. The City Manager, or designee, is further authorized to execute, on behalf of the City, all instruments, contracts, deeds, easements, agreements, title closing documents, payment authorizations, and other related documents as may be necessary and proper to complete such acquisitions in compliance with the Hobbs Municipal Code and applicable New Mexico law.
3. The Finance Department is authorized and directed to process and issue all payments necessary to complete such acquisitions consistent with approved closing statements and contracts.

4. This Resolution shall take effect immediately upon adoption.

PASSED, ADOPTED AND APPROVED this 20th day of October, 2025.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

SquareRoot
services

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

RIGHT OF WAY SURVEY

OF

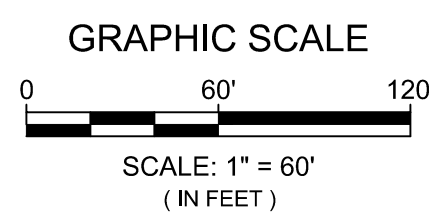
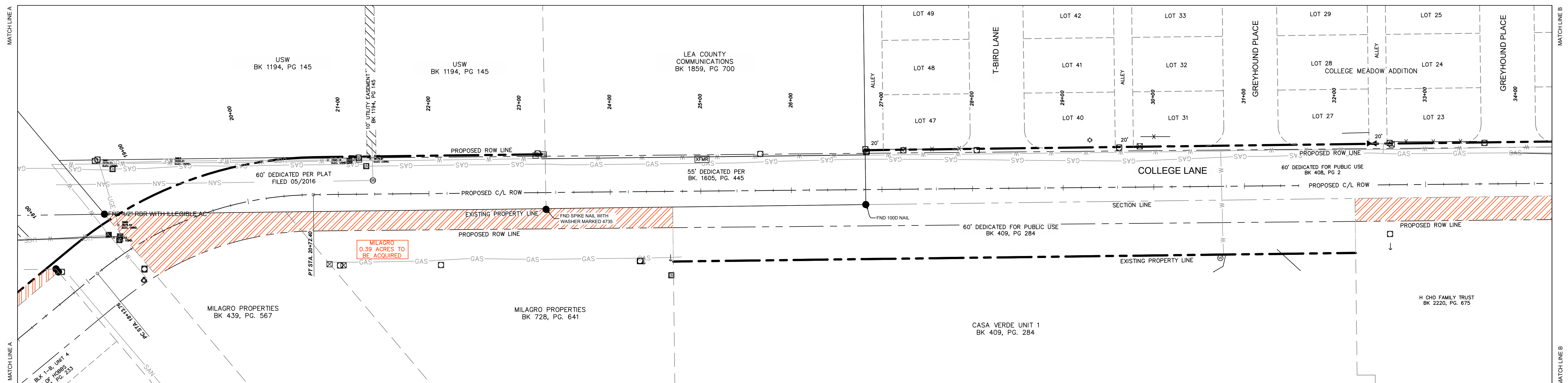
FOR
AGENT:
Stantec Consulting Services Inc.

23036

PROJECT SURVEYOR:
Evan J. Pointer, PS

DRAWN BY:
Kendall Goad

	CONTROL POINT AS NOTED
	POWER POLE
	WATER METER
	WATER VALVE
	FIRE HYDRANT
	GAS VALVE
	GAS METER
	GAS REGULATOR
	GUY WIRE
	POST
	WATER MANHOLE
	SIGN
	RAILROAD
	RAILROAD HAZARD ARM
	FENCE
	UNDERGROUND GAS
	OVERHEAD ELECTRIC
	UNDERGROUND WATER
	OVERHEAD TELEPHONE
	SIDEWALK
	WHITE STRIPE
	YELLOW STRIPE
	UNDERGROUND ELECTRIC



UTILITY NOTE

UTILITIES DEPICTED WERE OBTAINED THROUGH EVIDENCE: FROM FIELD OBSERVATIONS, PLANS AND/OR REPORTS PROVIDED BY THE CLIENT, AND MARKINGS COORDINATED BY THE NEW MEXICO 811. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURE CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.

PRELIMINARY

EVAN J. POINTEUR
NEW MEXICO
2018
PROFESSIONAL SURVIVOR

FOR SIGNATURE
KNOWLEDGE

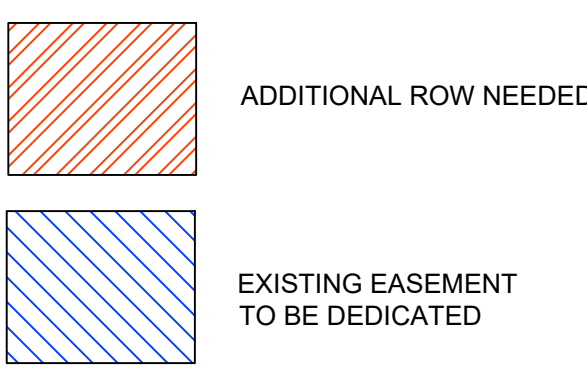
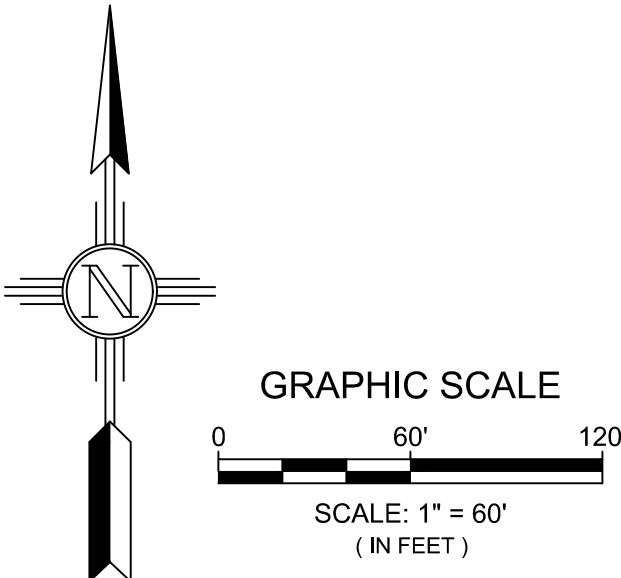
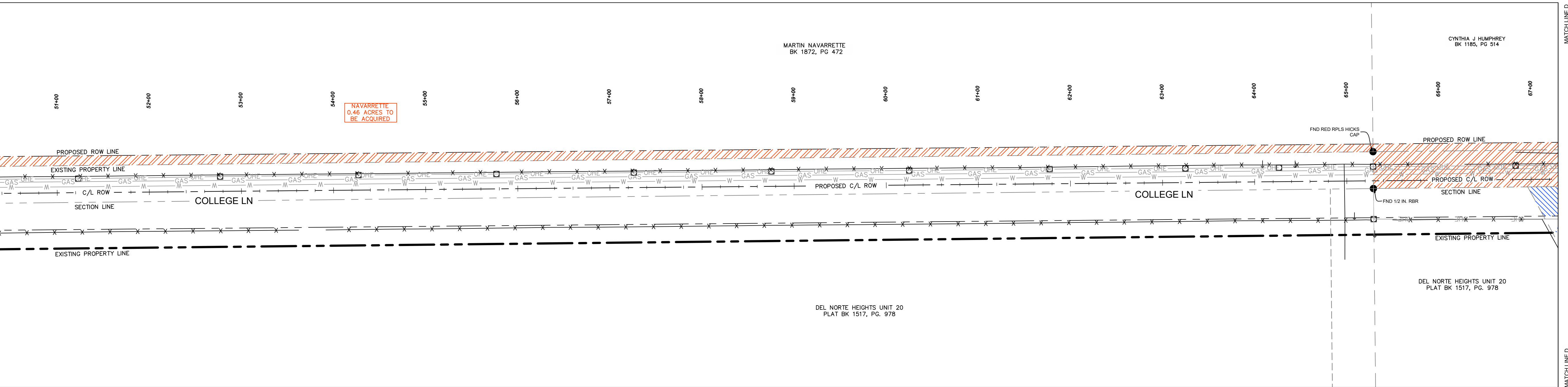
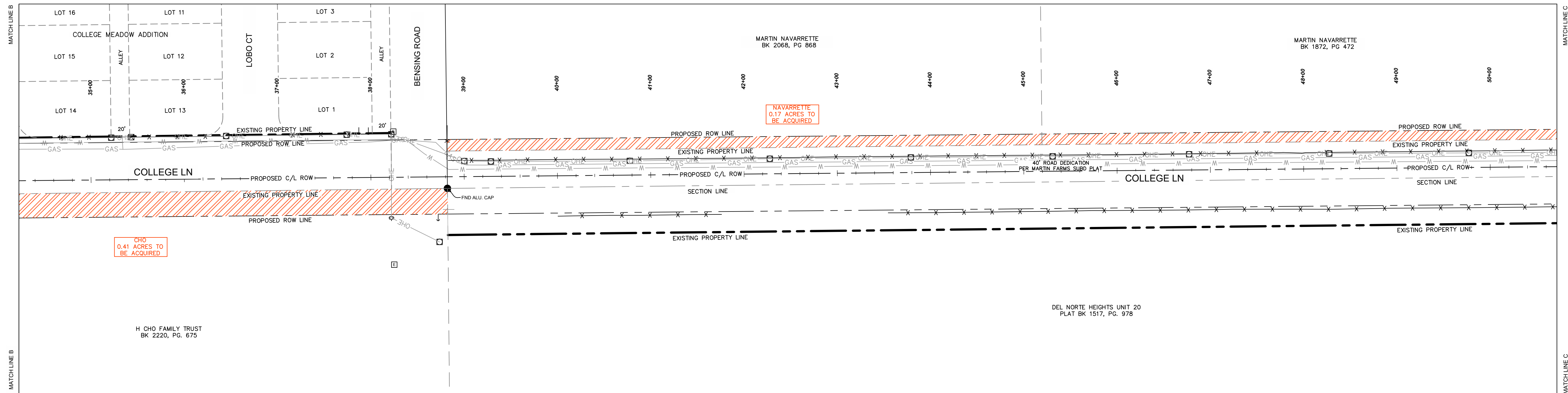
EVAN

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

DATE _____

SHEET:
1 of 5
SU - 102

RIGHT OF WAY SURVEY
of COLLEGE LANE



UTILITY NOTE

UTILITIES DEPICTED WERE OBTAINED THROUGH EVIDENCE: FROM FIELD OBSERVATIONS, PLANS AND/OR REPORTS PROVIDED BY THE CLIENT, AND MARKINGS COORDINATED BY THE NEW MEXICO 811. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURE CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.

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

PRELIMINARY

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



Engineering | Surveying
Materials Testing

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

TYPE OF SURVEY:
RIGHT OF WAY SURVEY

OF

PROJECT NAME:
COLLEGE LANE

FOR
CLIENT:
Stantec Consulting Services Inc.

PROJECT NUMBER:
23036

PROJECT SURVEYOR:
Evan J. Pointer, PS
DRAWN BY:
Kendall Goad

LEGEND

- △ CONTROL POINT AS NOTED
- POWER POLE
- WATER METER
- ⋈ WATER VALVE
- ⬢ FIRE HYDRANT
- ⋈ GAS VALVE
- ⬢ GAS METER
- ⬢ GAS REGULATOR
- ↓ GUY WIRE
- POST
- ⊙ WATER MANHOLE
- SIGN
- RAILROAD
- RAILROAD HAZARD ARM
- FENCE
- GAS — UNDERGROUND GAS
- OHE — OVERHEAD ELECTRIC
- W — UNDERGROUND WATER
- OHT — OVERHEAD TELEPHONE
- SIDEWALK
- WHITE STRIPE
- YELLOW STRIPE
- UGE — UNDERGROUND ELECTRIC

SHEET:
2 of 5
SU - 102

SquareRoot
services

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

F

COLLEGE LN LANE

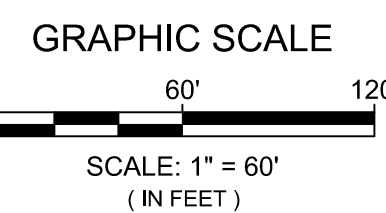
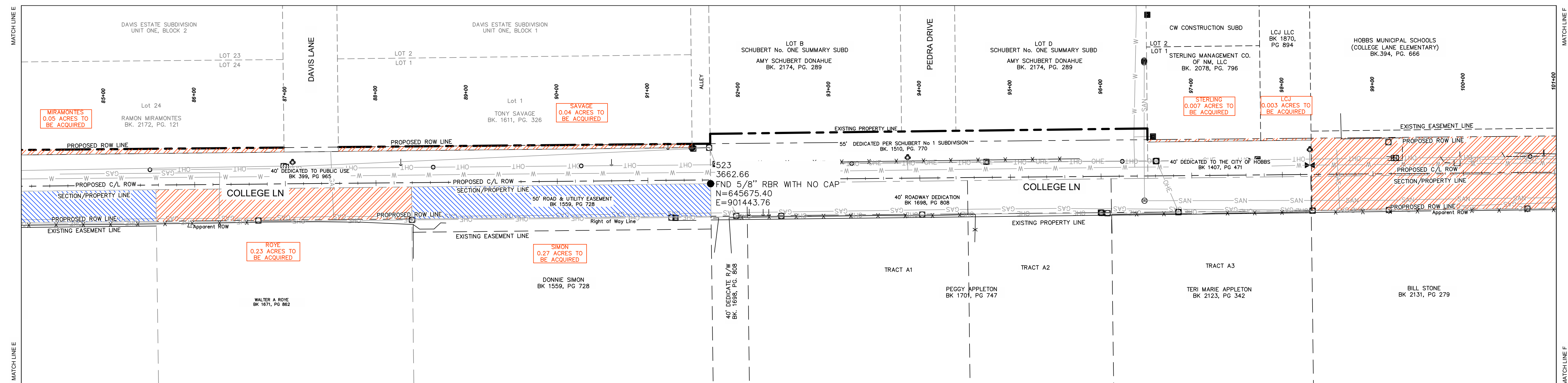
FOR

23036

Evan J. Pointer, PS

DRAWN BY:

	CONTROL POINT AS NOTED
	POWER POLE
	WATER METER
	WATER VALVE
	FIRE HYDRANT
	GAS VALVE
	GAS METER
	GAS REGULATOR
	GUY WIRE
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EVAN J. POINTER, N.M.P.S 29968

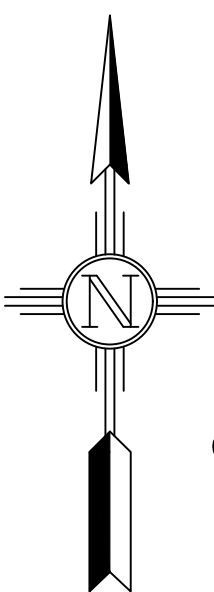
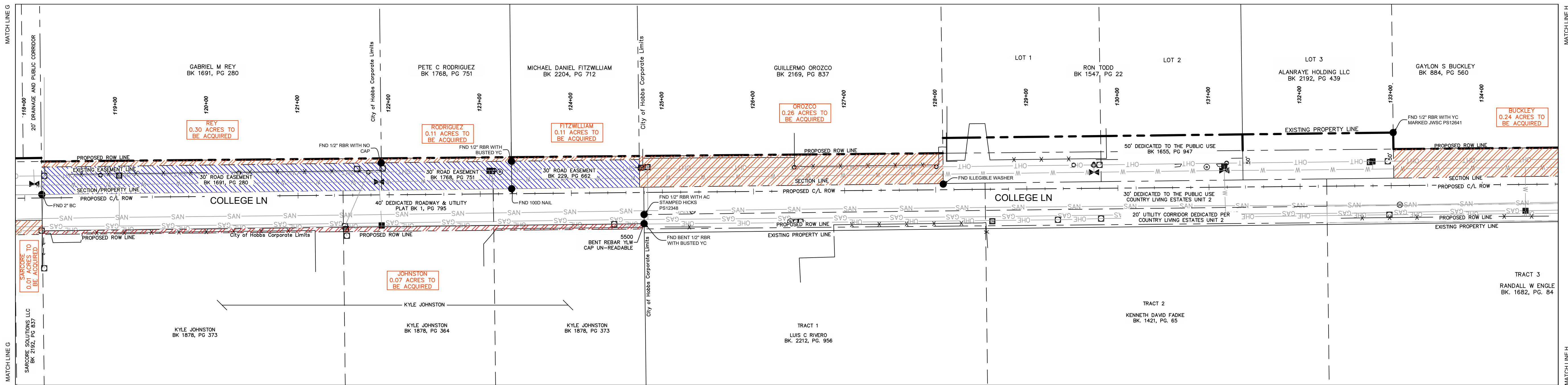
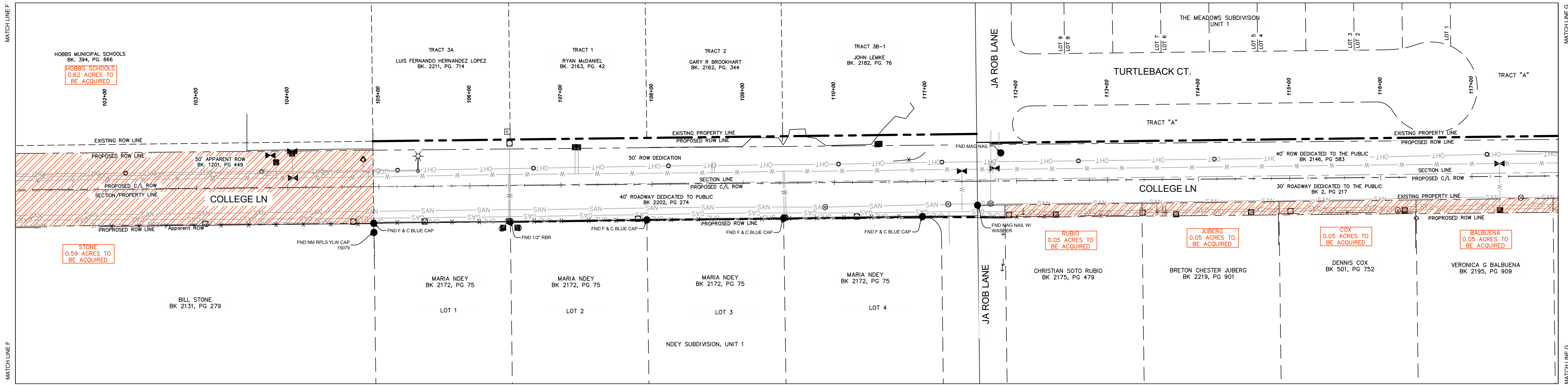
DATE _____

SHEET:
3 of 5

SU - 102

RIGHT OF WAY SURVEY

of COLLEGE LANE



GRAPHIC SCALE
0 60' 120'
SCALE: 1" = 60'
(IN FEET)

ADDITIONAL ROW NEEDED
EXISTING EASEMENT
TO BE DEDICATED

UTILITY NOTE

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

DATE



Engineering | Surveying
Materials Testing

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

TYPE OF SURVEY:

RIGHT OF WAY SURVEY

OF

PROJECT NAME:

COLLEGE LANE

FOR

CLIENT:
Stantec Consulting Services Inc.

PROJECT NUMBER:

23036

PROJECT SURVEYOR:

Evan J. Pointer, PS

DRAWN BY:

Kendall Goad

LEGEND

- CONTROL POINT AS NOTED
- POWER POLE
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- GAS VALVE
- GAS METER
- GAS REGULATOR
- GUY WIRE
- POST
- WATER MANHOLE
- SIGN
- RAILROAD
- RAILROAD HAZARD ARM
- FENCE
- UNDERGROUND GAS
- OVERHEAD ELECTRIC
- UNDERGROUND WATER
- OVERHEAD TELEPHONE
- SIDEWALK
- WHITE STRIPE
- YELLOW STRIPE
- UNDERGROUND ELECTRIC

SHEET:
4 of 5

SU - 102

RIGHT OF WAY SURVEY
of COLLEGE LANE



Engineering | Surveying
Materials Testing

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

TYPE OF SURVEY:

RIGHT OF WAY SURVEY
OF

PROJECT NAME:

COLL. COLLEGE LN LANE

FOR

CLIENT:
Stantec Consulting Services Inc.

PROJECT NUMBER:

23036

PROJECT SURVEYOR:

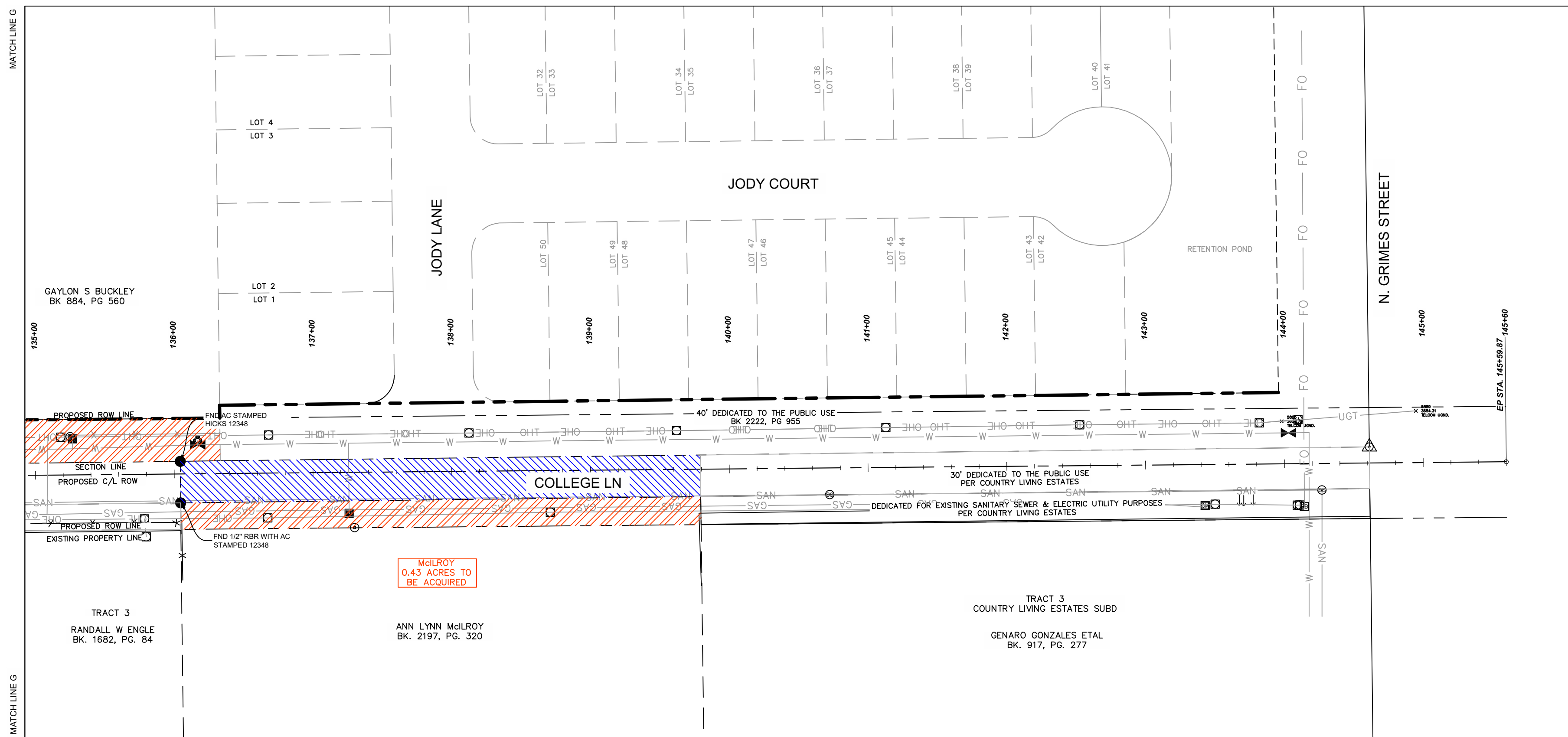
Evan J. Pointer, PS

DRAWN BY:

Kendall goad

LEGEND

- △ CONTROL POINT AS NOTED
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- SIDEWALK
- WHITE STRIPE
- YELLOW STRIPE
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- ADDITIONAL ROW NEEDED
- EXISTING EASEMENT TO BE DEDICATED

UTILITY NOTE

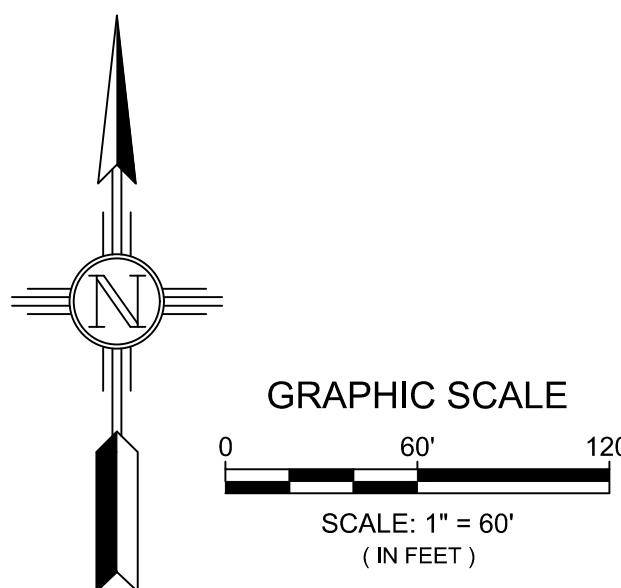
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EVAN J. POINTER, N.M.P.S. 29968

DATE

SHEET:
5 of 5
SU - 102





CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
October 20, 2025

SUBJECT: Resolution No. 7687 - Authorizing the Mayor to Provide Notice to the New Mexico Oil Conservation Division of the City's Election to Opt Out of Receiving Fracturing Fluid Disclosures Pursuant to Rule 19.15.16.19(D) NMAC (2025)

DEPT OF ORIGIN: Legal

DATE SUBMITTED: 10/1/2025

SUBMITTED BY: Medjine Desrosiers-Douyon, Deputy City Attorney

Summary:

This resolution authorizes the Mayor of Hobbs to notify the New Mexico Oil Conservation Division (OCD) that the City is electing to opt out of receiving direct fracturing fluid disclosure notices under Rule 19.15.16.19(D) NMAC (2025). Instead, the City will rely on the publicly accessible FracFocus Chemical Disclosure Registry and OCD's maintained records for this information.

The New Mexico Legislature required that notice of fracturing fluid disclosures be sent to affected municipalities in order to increase transparency, promote public trust, and ensure that local governments were informed about hydraulic fracturing activities in their jurisdictions. This requirement was designed to give municipalities the ability to monitor potential environmental or public health concerns. However, recognizing that municipalities may prefer to rely on centralized databases, the rule was written to allow cities to opt out of direct notifications.

The Benefits of Opting Out of Disclosure Notices are as Follows:

- **Administrative Efficiency:** Reduces the burden of receiving, filing, and managing repetitive disclosure reports that are already publicly available.
- **Transparency Maintained:** The public and the City can still access disclosures through FracFocus and OCD records without the City needing to act as a redundant repository.
- **Resource Allocation:** Frees City staff from administrative tasks tied to monitoring disclosures and allows focus on core municipal functions.
- **Consistency:** Ensures disclosure data is centralized with OCD and FracFocus, preventing duplication and confusion about the official source of information.

Fiscal Impact:

No fiscal impact.

Attachments:

Resolution Authorizing the Mayor to waive its right to notice of FracNotice Disclosure
NMOGA Waiver of Notice_

Recommendation:

City staff recommends that this Resolution be adopted.

Approved By:

Medjine Desrosiers-Douyon, Deputy City Attorney	10/09/2025
Toby Spears, Finance Director	10/09/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	10/09/2025
Manny Gomez, City Manager	10/13/2025

CITY OF HOBBS

RESOLUTION NO. 7687

A RESOLUTION AUTHORIZING THE MAYOR TO PROVIDE NOTICE TO THE NEW MEXICO OIL CONSERVATION DIVISION OF THE CITY'S ELECTION TO OPT OUT OF RECEIVING FRACTURING FLUID DISCLOSURES PURSUANT TO RULE 19.15.16.19(D) NMAC (2025).

WHEREAS, the New Mexico Oil Conservation Division ("OCD") has adopted Rule 19.15.16.19(D) NMAC (2025), which requires oil and gas operators to disclose information regarding hydraulic fracturing fluid composition through FracFocus or directly to certain municipalities unless such municipality provides written notice that it elects not to receive such disclosures; and

WHEREAS, the Rule expressly authorizes municipalities to opt out of receiving fracturing fluid disclosures by providing written notice to the OCD; and

WHEREAS, the City Commission of Hobbs, New Mexico, finds that the City does not require receipt of the FracFocus disclosures directly from operators in order to exercise its municipal functions, and that the availability of such information through the OCD and the FracFocus Chemical Disclosure Registry is sufficient; and

WHEREAS, the City Commission desires to formally authorize the Mayor of Hobbs to provide the required written notice to the OCD electing not to receive fracturing fluid disclosures directly pursuant to Rule 19.15.16.19(D) NMAC (2025).

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Hobbs, New Mexico, that:

1. The Mayor of the City of Hobbs is hereby authorized and directed to provide written notice to the New Mexico Oil Conservation Division opting the City of Hobbs out of receiving fracturing fluid disclosures pursuant to 19.15.16.19(D) NMAC (2025).
2. Said notice shall be filed with the OCD in the manner prescribed by Rule and shall remain effective unless and until withdrawn or modified by subsequent action of the City Commission.

PASSED, ADOPTED AND APPROVED this 20th day of October, 2025.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

WAIVER

Pursuant to Rule 19.15.16.19(D) NMAC (2025) ("PFAS Rule"), The City of Hobbs is entitled to notice of an oil and gas operator's Frac Focus Disclosure related to oil and gas well completion operations. Subsection 19(D) of the PFAS Rule allows any such person or entity to opt out of the notification.

The City of Hobbs, hereby forever waives any right or claim to notice pursuant to the PFAS Rule by any New Mexico oil and gas operator completing a well within the specified vicinity of its property. Further, this waiver shall be a covenant that runs with the land and shall be binding upon and inure to its successors and assigns. This waiver shall be effective upon signature and shall be recorded in the public records of Lea County to give notice to the public of this waiver.

The City of Hobbs

By: _____
Print Name: _____
Title: _____

Date: _____

STATE OF NEW MEXICO)
) ss.
COUNTY OF LEA)

This instrument was acknowledged before me this ____ day of October, 2025, by Sam Cobb as Mayor of the City of Hobbs.

NOTARY PUBLIC

My Commission Expires:



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
October 20, 2025

SUBJECT: Resolution No. 7688 - Amending The Fiscal Year 2027–2031 Infrastructure Capital Improvement Plan (ICIP) to Include a New Project for Affordable Housing Development

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 10/14/2025

SUBMITTED BY: Todd Randall, Assistant City Manager

Summary:

The City Commission approved Resolution No. 7638 on June 16, 2025, adopting the FY 2027–2031 Infrastructure Capital Improvement Plan (ICIP). Following adoption, City staff identified the need to include a new project focused on the development of affordable, workforce, and transitional housing within the City of Hobbs.

The proposed amendment adds an Affordable Housing Project to the ICIP to support planning, design, and construction of new housing units consistent with the City's Housing Incentive Program and the New Mexico Affordable Housing Act. The project aligns with the City's broader goals to expand access to quality housing, support local economic development, and enhance community stability.

Fiscal Impact:

The project amendment does not obligate additional City funds at this time but enables the City to pursue State and Federal funding opportunities through the ICIP process.

Attachments:

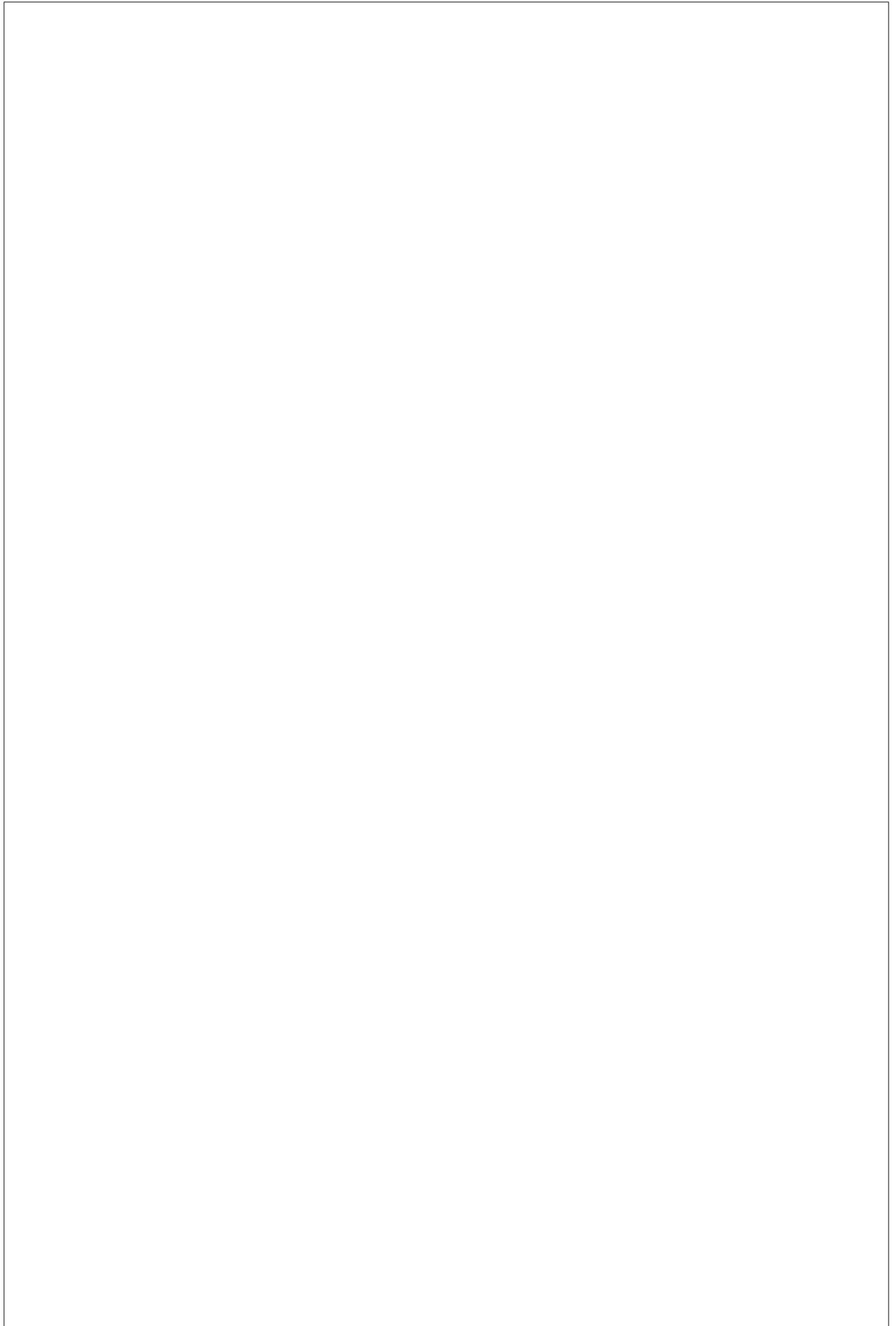
Resolution - FY 2027-2031 ICIP - AMENDMENT v2
Hobbs Project Summary FY 2027-2031 - amended

Recommendation:

Motion to approve the resolution.

Approved By:

Todd Randall, Assistant City Manager	10/14/2025
Toby Spears, Finance Director	10/14/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	10/14/2025
Manny Gomez, City Manager	10/14/2025



CITY OF HOBBS

RESOLUTION NO. 7688

**A RESOLUTION AMENDING THE FISCAL YEAR 2027–2031 INFRASTRUCTURE
CAPITAL IMPROVEMENT PLAN (ICIP) TO INCLUDE A NEW PROJECT FOR
AFFORDABLE HOUSING DEVELOPMENT**

WHEREAS, the City of Hobbs recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define development needs, establish priorities, and pursue strategic actions and objectives to achieve project implementation; and

WHEREAS, the Governing Body of the City of Hobbs adopted Resolution No. 7638 on June 16, 2025, approving the Fiscal Year 2027–2031 Infrastructure Capital Improvement Plan (ICIP); and

WHEREAS, the City of Hobbs desires to amend the adopted FY 2027–2031 ICIP to include an additional project to plan, design, construct, furnish, and equip new affordable housing units within the City of Hobbs, consistent with the City’s adopted Housing Initiatives and the New Mexico Affordable Housing Act; and

WHEREAS, the project will address critical community housing needs by expanding access to affordable, workforce, and transitional housing options throughout the City of Hobbs, supporting long-term economic growth and community stability.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Hobbs, New Mexico, that:

1. The City of Hobbs hereby amends the FY 2027–2031 Infrastructure Capital Improvement Plan to include the Affordable Housing Project as described in the attached ICIP worksheets; and
2. The City of Hobbs directs City staff to transmit the amended ICIP to the New Mexico Department of Finance and Administration’s Local Government Division (DFA–LGD) for record and to pursue all eligible funding opportunities in support of this project.

PASSED, ADOPTED AND APPROVED this 20th day of October, 2025.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Infrastructure Capital Improvement Plan FY 2027-2031

Hobbs
Project Summary

ID	Year	Rank	Project Title	Category	Funded	Total					Amount	Phases?	
					to date	2027	2028	2029	2030	2031	Project Cost		Not Yet Funded
25060	2027	001	Street Improvements / Resurfacing	Transportation - Highways/Roads/Bridges	28,726,880	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	78,726,880	50,000,000	Yes
36186	2027	002	Joe Harvey Blvd. Improvements	Transportation - Highways/Roads/Bridges	775,000	750,000	7,500,000	0	0	0	9,025,000	8,250,000	Yes
17615	2027	003	Drainage Master Plan & Improvements	Water - Storm/Surface Water Control	400,000	750,000	250,000	250,000	250,000	250,000	2,150,000	1,750,000	Yes
28046	2027	004	West College Lane Realignment	Transportation - Highways/Roads/Bridges	10,000,000	12,500,000	0	0	0	0	22,500,000	12,500,000	No
14775	2027	005	West Bender Widening Project & Drainage	Transportation - Highways/Roads/Bridges	541,772	2,500,000	11,000,000	0	0	0	14,041,772	13,500,000	No
26436	2027	006	Ambulance	Vehicles - Public Safety Vehicle	1,500,000	450,000	0	450,000	0	0	2,400,000	900,000	No
43055	2027	007	Dal Paso - Glorietta Traffic Signal	Transportation - Highways/Roads/Bridges	0	750,000	0	0	0	0	750,000	750,000	No
41864	2027	008	Animal Care Service Center	Facilities - Other	0	1,500,000	0	0	0	0	1,500,000	1,500,000	Yes
39088	2027	009	Municipal Facility Security Improvements	Facilities - Other	589,000	1,000,000	1,000,000	0	0	0	2,589,000	2,000,000	No
37757	2027	010	SR 18 - South Dal Paso Improvements	Transportation - Highways/Roads/Bridges	0	3,750,000	3,500,000	3,500,000	0	0	10,750,000	10,750,000	Yes
39097	2027	011	Gateway Corridor Beautification	Facilities - Other	0	500,000	500,000	500,000	500,000	500,000	2,500,000	2,500,000	No
36212	2027	012	Heizer Park Renovations	Facilities - Other	1,542,200	500,000	2,000,000	0	0	0	4,042,200	2,500,000	No
39076	2027	013	All Inclusive Playground	Facilities - Other	0	1,500,000	0	0	0	0	1,500,000	1,500,000	Yes

Infrastructure Capital Improvement Plan FY 2027-2031

39083	2027	014	Prairie Haven Improvements	Facilities - Other	0	1,000,000	250,000	250,000	250,000	200,000	1,950,000	1,950,000	No
43053	2027	015	Potable Ground Water Storage Tank Liner	Other - Utilities (publicly owned)	1,250,000	800,000	0	0	0	0	2,050,000	800,000	No
38999	2027	016	Public Safety Vehicles & Equipment	Equipment - Public Safety Equipment	7,287,145	1,500,000	1,000,000	1,000,000	1,000,000	1,000,000	12,787,145	5,500,000	Yes
36210	2027	017	Fire / Police Training Facility	Facilities - Other	0	5,000	3,500,000	0	0	0	3,505,000	3,505,000	Yes
43621	2027	018	MLK Soccer Plex Rennovations	Facilities - Other	0	70,000	460,000	0	0	0	530,000	530,000	No
43533	2027	019	Library Programming Space Remodel	Facilities - Libraries	0	50,000	470,000	0	0	0	520,000	520,000	No
40170	2027	020	Mobile Rd Improvements	Transportation - Highways/Roads/Bridges	50,000	250,000	1,500,000	0	0	0	1,800,000	1,750,000	No
26443	2027	021	RR Crossing Upgrades and New Crossings	Transportation - Highways/Roads/Bridges	250,000	150,000	0	150,000	0	150,000	700,000	450,000	Yes
37758	2027	022	East Skelly and Midwest Improvements	Transportation - Highways/Roads/Bridges	2,000,000	1,000,000	1,750,000	0	0	0	4,750,000	2,750,000	No
31972	2027	023	HPD Mobile Command Post	Vehicles - Public Safety Vehicle	0	1,100,000	0	0	0	0	1,100,000	1,100,000	No
40171	2027	024	Pickleball Facilities	Facilities - Other	0	2,000,000	0	0	0	0	2,000,000	2,000,000	No
12548	2027	025	Infrastructure / Utility Extensions	Other - Utilities (publicly owned)	1,500,000	750,000	750,000	750,000	750,000	750,000	5,250,000	3,750,000	Yes
39022	2027	026	Harry McAdams Park Improvements	Facilities - Other	50,000	2,500,000	0	0	0	0	2,550,000	2,500,000	No
43049	2027	027	HIAP Industrial Park Improvement	Facilities - Other	0	12,000,000	0	0	0	0	12,000,000	12,000,000	Yes
25061	2027	028	Water Wells Program	Water - Water Supply	2,025,000	500,000	500,000	500,000	500,000	500,000	4,525,000	2,500,000	Yes
41776	2027	029	Downtown Improvements	Transportation - Highways/Roads/Bridges	1,300,000	2,000,000	0	0	0	0	3,300,000	2,000,000	No
38888	2027	030	School Zone Traffic Improvements	Transportation - Highways/Roads/Bridges	250,000	250,000	250,000	0	0	0	750,000	500,000	Yes
22675	2027	031	Municipal Vehicles and Equipment	Vehicles - Public Safety Vehicle	7,287,145	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	14,787,145	7,500,000	Yes
				Facilities - Administrative Facilities									No

Infrastructure Capital Improvement Plan FY 2027-2031

37756	2027	032	Public Facility Roof Reconstruction		882,000	1,000,000	0	500,000	0	500,000	2,882,000	2,000,000	
39101	2027	033	WWRF - Scada Improvements	Water - Wastewater	6,500,000	3,000,000	0	0	0	0	9,500,000	3,000,000	No
41874	2027	034	Rockwind Grill Remodel	Facilities - Other	0	250,000	0	0	0	0	250,000	250,000	No
41884	2027	035	Eagle IC Cameras	Equipment - Public Safety Equipment	0	450,000	0	0	0	0	450,000	450,000	No
38997	2027	036	HPD Improvements	Facilities - Administrative Facilities	0	300,000	2,500,000	0	0	0	2,800,000	2,800,000	No
26429	2027	037	Citywide Fiber Network	Facilities - Other	1,750,000	2,500,000	500,000	500,000	500,000	500,000	6,250,000	4,500,000	Yes
40172	2027	038	Boone Cemetery Renovation	Facilities - Other	0	250,000	0	0	0	0	250,000	250,000	No
39103	2027	039	Ground Water Remediation - WWRF	Water - Water Supply	200,000	1,000,000	1,000,000	300,000	0	0	2,500,000	2,300,000	No
22423	2027	040	Sewer Main Replacement	Water - Wastewater	23,525,380	1,000,000	500,000	500,000	500,000	500,000	26,525,380	3,000,000	Yes
36191	2027	041	Water Main Replacement	Other - Utilities (publicly owned)	2,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	7,000,000	5,000,000	Yes
39089	2027	042	Rockwind Golf Course Drainage Improvements	Facilities - Other	1,000,000	1,000,000	0	0	0	0	2,000,000	1,000,000	No
40183	2027	043	Green Meadows - Annexation & Improvements	Other - Other	600,000	600,000	500,000	0	0	0	1,700,000	1,100,000	No
39087	2027	044	AMR - Water Meter Replacement Program	Other - Utilities (publicly owned)	2,000,000	1,250,000	1,250,000	0	0	0	4,500,000	2,500,000	No
35177	2027	045	Comprehensive/ Strategic Plan	Other - Other	0	180,000	0	0	0	0	180,000	180,000	No
39038	2027	046	Projection of Smith Ln	Transportation - Highways/Roads/Bridges	0	350,000	0	0	0	0	350,000	350,000	No
40182	2027	047	Skate/Bike Park	Facilities - Other	0	1,600,000	0	0	0	0	1,600,000	1,600,000	No
39032	2027	048	Public Facility HVAC Improvements	Facilities - Other	882,000	500,000	0	500,000	0	500,000	2,382,000	1,500,000	Yes
39071	2027	049	Water Effluent Improvements	Water - Wastewater	0	2,500,000	500,000	500,000	0	0	3,500,000	3,500,000	No
				Other - Utilities (publicly owned)									Yes

Infrastructure Capital Improvement Plan FY 2027-2031

26535	2027	050	Manhole Repair Program		670,000	60,000	60,000	60,000	60,000	60,000	970,000	300,000	
40178	2027	051	Veteran's Complex - Baseball Safety Netting	Facilities - Other	0	250,000	0	0	0	0	250,000	250,000	No
39024	2027	052	Varsity Grandstand Improvements	Facilities - Other	0	1,500,000	0	0	0	0	1,500,000	1,500,000	No
14370	2027	053	Arterial COOP Project	Transportation - Highways/Roads/Bridges	0	175,000	175,000	175,000	175,000	175,000	875,000	875,000	Yes
25058	2027	054	ADA Intersection Improvement Project	Transportation - Highways/Roads/Bridges	5,000	50,000	50,000	50,000	50,000	50,000	255,000	250,000	Yes
14435	2027	055	MAP Roadway Rehabilitation Projects	Transportation - Highways/Roads/Bridges	0	600,000	600,000	600,000	600,000	600,000	3,000,000	3,000,000	Yes
44257	2027	056	Coronado / Highland Splash Pad	Facilities - Other	0	100,000	900,000	0	0	0	1,000,000	1,000,000	No
####	2027	057	Affordable Housing	Facilities - Other	500,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,500,000	10,000,000	Yes
28048	2028	001	Wildland Fire Apparatus	Vehicles - Public Safety Vehicle	0	0	450,000	0	0	0	450,000	450,000	No
26433	2028	002	Outdoor Range Phase II	Facilities - Other	423,821	0	450,000	0	0	0	873,821	450,000	No
39047	2028	003	Retention / Detention Basin Renovations	Water - Storm/Surface Water Control	0	0	675,000	675,000	675,000	725,000	2,750,000	2,750,000	Yes
37762	2028	004	Northwest Bypass	Transportation - Highways/Roads/Bridges	0	0	600,000	500,000	18,400,000	0	19,500,000	19,500,000	Yes
35176	2028	005	Projection of Central West	Transportation - Highways/Roads/Bridges	0	0	100,000	775,000	0	0	875,000	875,000	No
25059	2028	006	Traffic Signal Upgrades on SR 18	Transportation - Highways/Roads/Bridges	1,888,719	0	800,000	250,000	250,000	250,000	3,438,719	1,550,000	Yes
39035	2028	007	Green Meadows Park Renovation	Facilities - Other	0	0	1,150,000	925,000	925,000	0	3,000,000	3,000,000	Yes
39031	2028	008	Artificial Sportfield Turf	Facilities - Other	0	0	4,200,000	0	0	0	4,200,000	4,200,000	No
18972	2028	009	Traffic Study Update	Transportation - Highways/Roads/Bridges	30,000	0	350,000	0	0	0	380,000	350,000	No
41742	2028	010	Aquatic Facility	Facilities - Other	500,000	0	12,000,000	0	0	0	12,500,000	12,000,000	No

Infrastructure Capital Improvement Plan FY 2027-2031

39028	2028	011	SR 18 - Sewer Trunk Line Extension	Other - Utilities (publicly owned)	0	0	3,500,000	0	0	0	3,500,000	3,500,000	No
39025	2028	012	Rockwind Golf Course-Teaching Facility	Facilities - Other	0	0	800,000	0	0	0	800,000	800,000	No
32606	2028	013	Parks & Rec. Master Plan Study	Other - Other	0	0	125,000	0	0	0	125,000	125,000	No
40175	2028	014	Install Equipment Wash Bay - 5	Facilities - Other	0	0	1,200,000	0	0	0	1,200,000	1,200,000	No
40174	2028	015	Grimes Str Improvements	Transportation - Highways/Roads/Bridges	0	0	500,000	2,500,000	2,500,000	2,500,000	8,000,000	8,000,000	Yes
43033	2028	016	New Potable Ground Water Storage Tanks	Other - Utilities (publicly owned)	0	0	1,500,000	1,500,000	0	0	3,000,000	3,000,000	No
41871	2028	017	Backup Data Center	Facilities - Administrative Facilities	0	0	250,000	1,400,000	0	0	1,650,000	1,650,000	Yes
26329	2029	001	Taylor Ranch Improvements	Facilities - Other	2,200,000	0	0	800,000	17,000,000	0	20,000,000	17,800,000	Yes
16997	2029	002	New Elevated Water Storage	Water - Water Supply	0	0	0	5,000,000	0	0	5,000,000	5,000,000	Yes
15692	2029	003	Water System Improvements (North Reservoir)	Water - Water Supply	0	0	0	10,000,000	0	0	10,000,000	10,000,000	No
21082	2029	004	Apache Dr/Fowler St Utilities Extension	Other - Utilities (publicly owned)	0	0	0	75,000	1,175,000	0	1,250,000	1,250,000	Yes
25179	2029	005	Del Norte Park Expansion Area	Facilities - Other	1,600,000	0	0	4,950,000	0	0	6,550,000	4,950,000	No
31436	2030	001	Millen Projection	Transportation - Highways/Roads/Bridges	0	0	0	0	3,000,000	0	3,000,000	3,000,000	No
14407	2030	002	Fowler Street Extension	Transportation - Highways/Roads/Bridges	0	0	0	0	2,500,000	0	2,500,000	2,500,000	Yes
36211	2030	003	Bender Median Renovations	Transportation - Medians	0	0	0	0	750,000	0	750,000	750,000	Yes
40173	2030	004	Turner Improvements	Facilities - Other	0	0	0	0	3,000,000	2,500,000	5,500,000	5,500,000	No
17012	2031	001	Southeast Bypass	Transportation - Highways/Roads/Bridges	783,000	0	0	0	0	19,000,000	19,783,000	19,000,000	Yes
28058	2031	002	Bensing South Projection	Transportation -	0	0	0	0	0	2,250,000	2,250,000	2,250,000	No

Infrastructure Capital Improvement Plan FY 2027-2031

				Highways/Roads/Bridges									
43017	2031	003	WWRF - Dryer Replacement	Water - Wastewater	0	0	0	0	0	6,000,000	6,000,000	6,000,000	No
Number of projects:			85										
			Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:		Total Not Yet Funded:		
Grand Totals			114,764,064	85,340,000	85,865,000	52,885,000	67,810,000	51,960,000	458,624,064		343,859,968		



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
October 20, 2025

SUBJECT: Resolution No. 7689 - Authorizing an Allocation of Lodgers' Tax to Fund Various Events for FY 2026

DEPT OF ORIGIN: Finance

DATE SUBMITTED: 10/9/2025

SUBMITTED BY: Toby Spears, Finance Director

Summary:

On October 8, 2025, the Lodgers' Tax Board failed to make quorum for a meeting regarding Lodgers' Tax Funding for the following events:

	Request Description	Amount Requested	LT Board Recommend
1	NMJC Foundation *NMJC Scholarship Gala (Nov 11, 2025)	\$8,130.00	\$0.00
2	NMJC Western Heritage Museum *Stan the T-Rex Display (Nov 1 2025 through Nov 1 2026)	\$83,262.00	\$0.00
3	Hobbs Hispano Chamber of Commerce Foundation *Mariachi Christmas (Dec 12, 2025)	\$25,000.00	\$0.00
4	Hobbs Chamber of Commerce In Partnership with HMS *Hobbs Holiday Tournament #66 (Dec 29 through Dec 31, 2025)	\$24,999.60	\$0.00
5	City of Hobbs – Recreation Dept *4 th of July Community Celebration (July 4 th , 2026)	\$46,430.00	\$0.00
6	United Way of Lea County *United Way MLK Day of Service (January 17, 2026)	\$6,197.50	\$0.00
7	Downtown Improvement Association of Hobbs (DIA) *Music & Murals (October 11, 2025) *Dia de los Muertos (Nov 1, 2025) *Downtown Christmas Tree Lighting	\$17,870.55 \$20,895.55 <u>\$5,220.00</u>	\$0.00
	TOTAL	\$43,986.10	
8	Hobbs Airfield Speedway *Smoke Mayhem 2.0 Hobbs	\$3,500.00	\$0.00

(January 24, 2026)

9 **Lea County Commission for the Arts**

*LCCA Dueling Piano's Fundraiser

\$9,410.00 \$0.00

(Nov 21 2025)

TOTAL

\$250,915.20

Fiscal Impact:

September 30, 2025 Estimated Unencumbered Cash Balance for the Lodgers' Tax Fund is as follows:

Security and Sanitation (15%)	\$	0.00
Non-Profit/For Profit/Public Entity (20%)	\$	352,300.76
City and County (40%)	\$	567,622.71
Airline (25%)	\$	479,570.50

The 2025 budgeted lodgers' tax revenues are projected to be **\$1,750,000.00**

Attachments:

Resolution -Lodgers Tax Allocation for 10-20 2025

Lodgers Tax Financial Report 9 30 2025

October 8, 2025 Full Packet

Recommendation:

City staff recommends the following allocations:

- NMJC Foundation - \$8,130.00
- NMJC Western Heritage Museum - \$40,000.00
- Hobbs Hispano Chamber of Commerce Foundation - \$25,000.00
- Hobbs Chamber of Commerce/HMS - \$24,999.60
- City of Hobbs - Recreation Department - \$46,430.00
- United Way of Lea County - \$6,197.50
- Downtown Improvement Association - \$26,115.55. (two events)
- Hobbs Airfield Seedway - \$3,500.00
- Lea County Commission for the Arts - \$0.00

TOTAL RECOMMENDED FUNDING: \$180,372.65

Approved By:

Toby Spears, Finance Director	10/09/2025
Toby Spears, Finance Director	10/09/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	10/09/2025
Manny Gomez, City Manager	10/13/2025

CITY OF HOBBS

RESOLUTION NO. 7689A RESOLUTION AUTHORIZING AN ALLOCATION OF
LODGERS' TAX FUNDS

WHEREAS, the Lodgers' Tax Advisory Board failed to meet on October 8, 2025, and staff recommends the following funding for events to be considered by the Commission:

	Request Description	Amount Requested	Lodgers' Tax Board Recommendation	Commission Award
1	NMJC Foundation NMJC Scholarship Gala (Nov 11, 2025)	\$8,130.00	\$0.00	
2	NMJC Western Heritage Museum Stan the T-Rex Display (Nov 1 2025 through Nov 1 2026)	\$83,262.00	\$0.00	
3	Hobbs Hispano Chamber of Commerce Foundation Mariachi Christmas (Dec 12, 2025)	\$25,000.00	\$0.00	
4	Hobbs Chamber of Commerce In Partnership with HMS Hobbs Holiday Tournament #66 (Dec 29 through Dec 31, 2025)	\$24,999.60	\$0.00	
5	City of Hobbs – Recreation Dept 4th of July Community Celebration (July 4th, 2026)	\$46,430.00	\$0.00	
6	United Way of Lea County United Way MLK Day of Service (January 17, 2026)	\$6,197.50	\$0.00	
7	Downtown Improvement Association of Hobbs (DIA) - Music & Murals (October 11, 2025) - Dia de los Muertos (Nov 1, 2025) - Downtown Christmas Tree Lighting TOTAL	\$17,870.55 \$20,895.55 <u>\$5,220.00</u> \$43,986.10	\$0.00 \$0.00 <u>\$0.00</u> \$0.00	
8	Hobbs Airfield Speedway Smoke Mayhem 2.0 Hobbs (January 24, 2026)	\$3,500.00	\$0.00	

9	Lea County Commission for the Arts LCCA Dueling Piano's Fundraiser (Nov 21 2025)	\$9,410.00	\$0.00	
	TOTAL	\$250,915.20	\$0.00	

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized to allocate Lodgers' Tax Funds in the total amounts as specified herein.

PASSED, ADOPTED AND APPROVED this 20th day of October, 2025.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

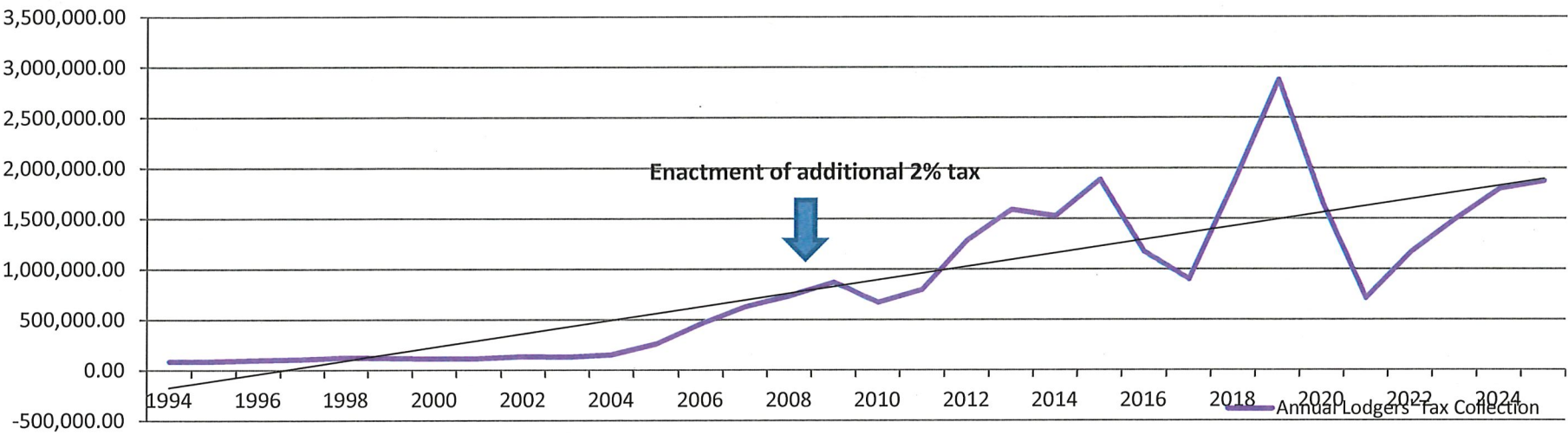
CITY OF HOBBS LODGERS' TAX REPORT

September 30, 2025

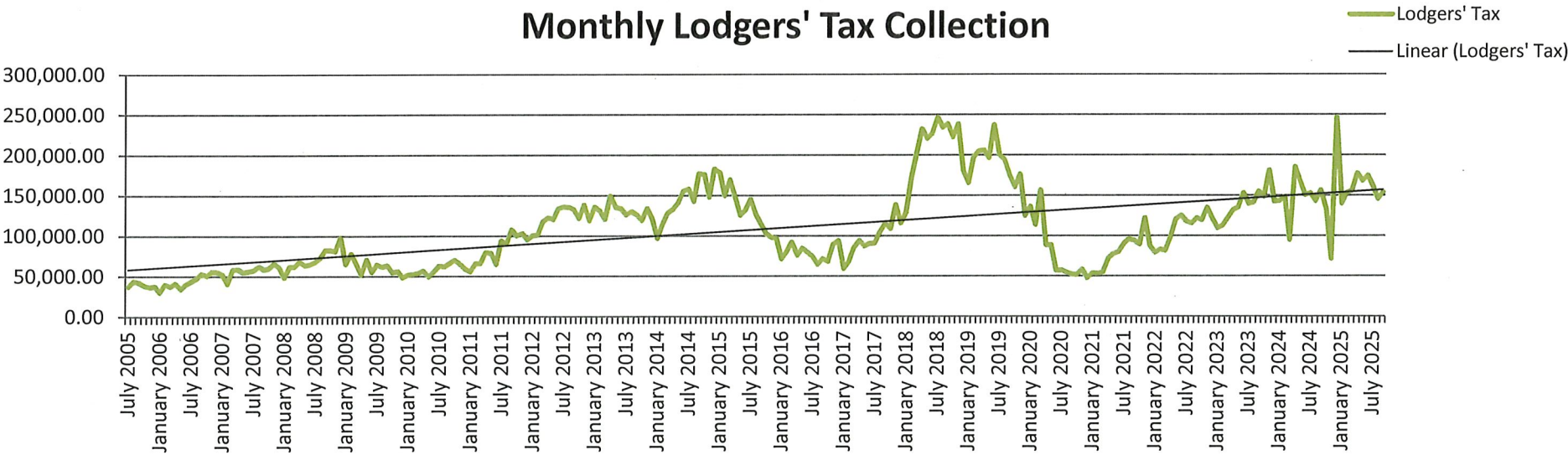
	RECEIPTS	239999-	EXPENDITURES						
CASH BALANCE	1,701,057.56	1,794,079.61	82,347.93	1,876,427.54	1,238,024.50				
July 2024	3,045,254.80	152,262.74	8,340.39	160,603.13	7,119.83	7,119.83	153,483.30	153,483.30	1,854,540.86
August 2024	2,849,193.60	142,459.68	8,564.84	151,024.52	35,457.99	35,457.99	115,566.53	269,049.83	1,970,107.39
September 2024	3,117,568.60	155,878.43	9,658.93	165,537.36	280,737.16	280,737.16	(115,199.80)	153,850.03	1,854,907.59
October 2024	2,662,619.00	133,130.95	8,933.70	142,064.65	-	-	142,064.65	295,914.68	1,996,972.24
November 2024	1,420,680.40	71,034.02	8,941.93	79,975.95	27,868.90	27,868.90	52,107.05	348,021.73	2,049,079.29
December 2024	4,922,850.00	246,142.50	8,904.11	255,046.61	284,451.51	284,451.51	(29,404.90)	318,616.83	2,019,674.39
SUBTOTAL	18,018,166.40	900,908.32	53,343.90	954,252.22	0.00	635,635.39	635,635.39		
January 2025	2,790,845.40	139,542.27	8,692.23	148,234.50	39,797.80	39,797.80	108,436.70	108,436.70	2,128,111.09
February 2025	3,059,984.20	152,999.21	8,220.57	161,219.78	237,252.98	237,252.98	-76,033.20	-76,033.20	2,052,077.89
March 2025	3,109,734.00	155,486.70	7,440.22	162,926.92	279,279.98	279,279.98	-116,353.06	-116,353.06	1,935,724.83
April 2025	3,536,941.00	176,847.05	8,022.66	184,869.71	2,500.00	2,500.00	182,369.71	182,369.71	2,118,094.54
May 2025	3,354,031.80	167,701.59	8,255.99	175,957.58	32,088.21	32,088.21	143,869.37	143,869.37	2,261,963.91
June 2025	3,487,652.40	174,382.62	8,702.43	183,085.05	356,016.71	356,016.71	-172,931.66	-172,931.66	2,089,032.25
SUBTOTAL	19,339,188.80	966,959.44	49,334.10	1,016,293.54	0.00	946,935.68	946,935.68		
ESTIMATED CASH BAL	2,089,032.25	1,867,867.76	102,678.00	1,970,545.76	1,582,571.07				
July 2025	3,228,592.80	161,429.64	8,705.26	170,134.90	10,000.00	10,000.00	160,134.90	160,134.90	2,249,167.15
August 2025	2,904,337.20	145,216.86	9,227.62	154,444.48	85,620.10	85,620.10	68,824.38	228,959.28	2,317,991.53
September 2025 (estimated)	3,066,465.00	153,323.25		153,323.25	206,933.56	206,933.56	(53,610.31)	175,348.97	2,264,381.22
October 2025	-			-		-	-	175,348.97	2,264,381.22
November 2025	-			-		-	-	175,348.97	2,264,381.22
December 2025	-			-		-	-	175,348.97	2,264,381.22
SUBTOTAL	9,199,395.00	459,969.75	17,932.88	477,902.63	0.00	302,553.66	302,553.66		
January 2026	0.00			0.00		0.00	0.00	0.00	2,264,381.22
February 2026	0.00			0.00		0.00	0.00	0.00	2,264,381.22
March 2026	0.00			0.00		0.00	0.00	0.00	2,264,381.22
April 2026	0.00			0.00		0.00	0.00	0.00	2,264,381.22
May 2026	0.00			0.00		0.00	0.00	0.00	2,264,381.22
June 2026	0.00			0.00		0.00	0.00	0.00	2,264,381.22
ESTIMATED CASH BAL	2,264,381.22	0.00	0.00	0.00	0.00				
Fiscal Year to Date Total		459,969.75	17,932.88	477,902.63	0.00	302,553.66	302,553.66		

CITY OF HOBBS LODGERS' TAX PROGRAM						
9/30/2025		AWARD			ACTUAL	
PROJECT		DATE	AMOUNT	EXPENSE	GRANT	
9/30/2025	ESTIMATED CASH BALANCE				2,264,381.22	
Proof of Cash:						
Beginning Cash Available for Profit, Non-Profit, and Public Entities (20%)					399,832.28	
22503818	Sheri's House of Hope, Inc. - Knock out Domestic Violence	1/21/2025	10,000.00	10,000.00	0.00	
22503822	Hobbs Airfield Speedway - Flashlight Cash Days with Limpy Ma	1/21/2025	3,143.00	2,500.00	643.00	
22505533	United Way of Lea County - TURFS Flag Bowl 6 14 2025	4/9/2025	12,000.00	0.00	12,000.00	
22602051	Hobbs Chamber of Commerce - Hobbs August Nites 8-19/8-30	4/9/2025	23,179.77	0.00	23,179.77	
	Hobbs Hispano Chamber Foundation - Fiestas de Septiembre 9	4/9/2025	25,000.00	0.00	25,000.00	
	Hobbs Airfield Speedway - Summer Melt Down/Flashlight Cash	4/9/2025	5,000.00	0.00	5,000.00	
22505538	Hobbs USSSA -Jewelz on the Turf NIT-9,000, NM/WTX All State-9,000					
	Playing with the Stars Draft - 5,000	4/9/2025	23,000.00	0.00	23,000.00	
22505539	Permian Basin USSSA - Baseball Moms are the Best 24,988, L	4/9/2025	49,976.00	41,053.30	8,922.70	
	for Rings \$24,988.00					
226001670	Tru Roping Productions	4/9/2025	9,800.00	9,800.00	0.00	
22505816	The Works Combat Academy	4/9/2025	9,779.05	9,779.05	0.00	
22601151	United Way of Lea County - Chili Fest September 26 and 27th	7/21/2025	17,650.00	0.00	17,650.00	
22601152	NMJC - Homecoming Weekend & 60th Anniversay 10 31 25/11	7/21/2025	6,630.00	0.00	6,630.00	
22601153	Hobbs Airfield Speedway - Summer Banger Cash Days 9 27 20	7/21/2025	6,000.00	2,500.00	3,500.00	
	Wild West Drive & Dash 10 25 2025					
22601701	New Mexico Rodeo Pageant and Scholarship Association 10-3-	7/21/2025	5,000.00	0.00	5,000.00	
22601155	Hobbs USSSA - Inseparables 2025 - Oct 10 12 2025	7/21/2025	9,000.00	0.00	9,000.00	
TOTAL REMAINING ALLOCATION FOR PROFIT, NON-PROFIT AND PUBLIC			78,322.77	12,500.00	139,525.47	
Add:	20% Monthly Tax Revenue (starting April 1st, 2013)				91,993.95	
Cash Available for Allocation					352,300.76	
Beginning Cash Available for Local Government (City and County) (40%)					967,314.81	
	CORE SUBSIDY 2026	7/1/2025	500,000.00	125,000.00	375,000.00	
	County of Lea - Fair and Rodeo - Reso # 7609	4/9/2025	208,680.00	0.00	208,680.00	
TOTAL REMAINING ALLOCATION FOR LOCAL GOVERNMENT			708,680.00	125,000.00	583,680.00	
Add:	40% Monthly Tax Revenue (starting April 1st, 2013)				183,987.90	
Cash Available for Allocation					567,622.71	
Beginning Cash Available for Fire, EMS, Sanitation (15%)						
TOTAL REMAINING ALLOCATION FOR CITY OF HOBBS POLICE AND FIRE			68,995.46	68,995.46	0.00	
Add:	15% Monthly Tax Revenue (starting April 1st, 2013)			68,995.46	68,995.46	
Cash Available for Allocation					-	
Beginning Cash Available for Airline subsidy (25%)					721,885.16	
22601684	EDC - Marketing of Airline 2026	4/9/2025	200,000.00	67,692.90	132,307.10	
22601684	EDC - MRG Subsidy 2026	4/9/2025	225,000.00	0.00	225,000.00	
Add:	25% Monthly Tax Revenue (starting April 1st, 2013)				114,992.44	
TOTAL REMAINING ALLOCATION FOR AIRLINE SUBSIDY						
Cash Available for Allocation					479,570.50	

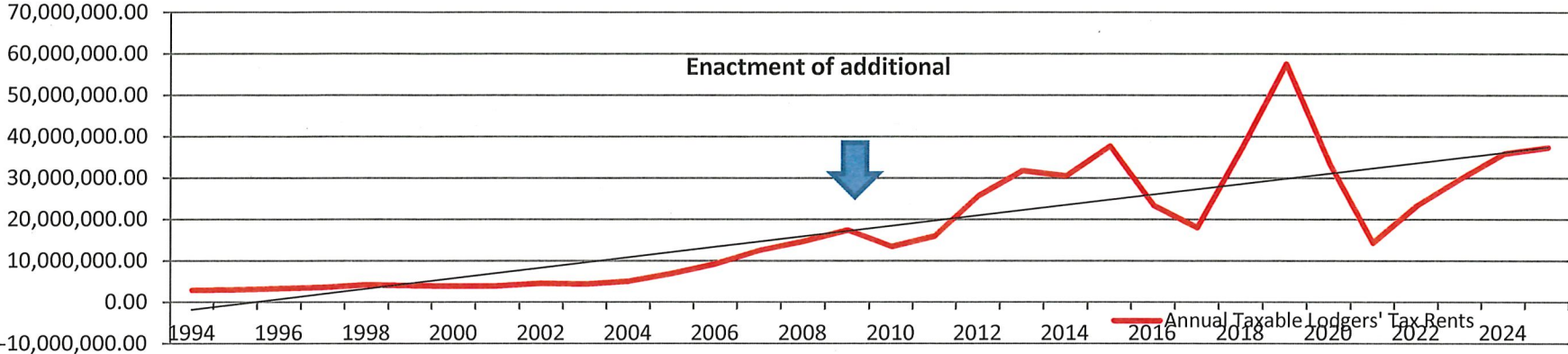
Annual Lodgers' Tax Collection



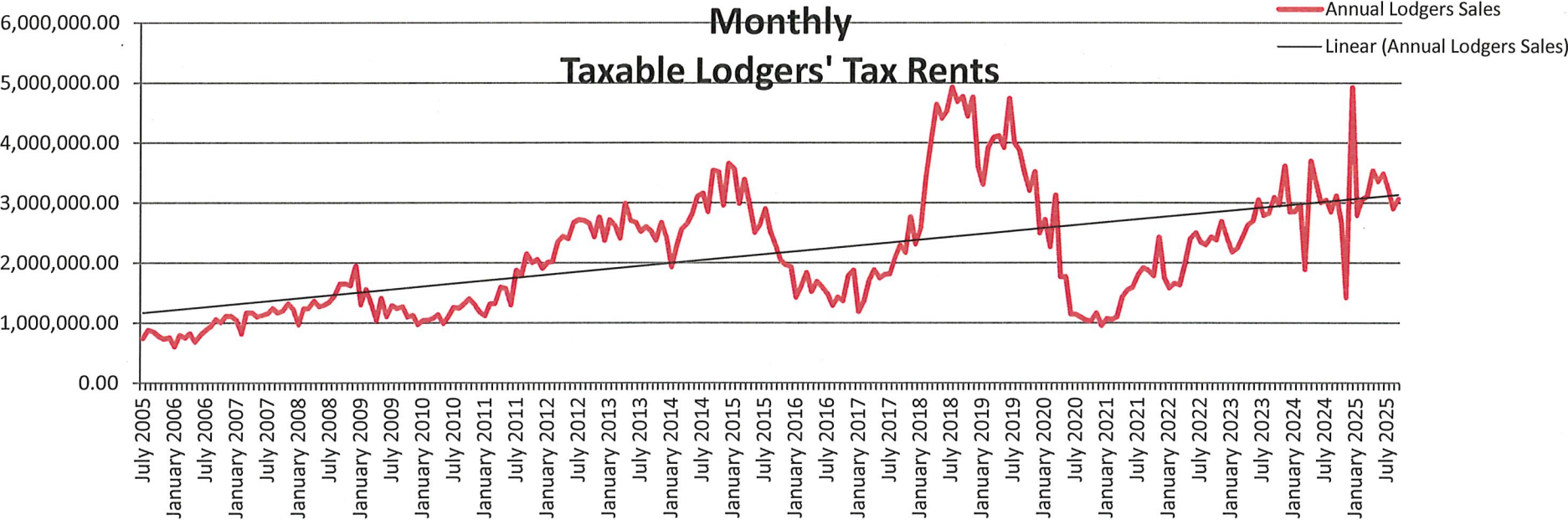
Monthly Lodgers' Tax Collection



Annual Taxable Lodgers' Tax Rents



Monthly Taxable Lodgers' Tax Rents



Lodgers' Tax Agenda



Chairperson

Jack Robertson

Members

Oscar Gonzalez
Thomas K. Wilson II
Lahcen Tigui
Terry Sowell

October 8, 2025



LODGERS' TAX BOARD AGENDA

Regular Meeting Agenda

Date: Wednesday, October 8, 2025

Place: 200 E. Broadway, 1st Floor City Hall Annex, Hobbs, New Mexico

Time: 3:00 p.m.

*Jack Robertson, Chairperson
Tourist Industry Related*

*Lahcen Tigui
Lodging Industry Related*

*Thomas K. Wilson II
Lodging Industry Related*

*Oscar Gonzalez
Member-At-Large*

*Terry Sowell
Tourist Industry Related*

-
- 1. Call to Order**
 - 2. Roll Call**
 - 3. Pledge of Allegiance**
 - 4. Approval of Minutes:** April 9, 2025
 - 5. Communications from Citizens** (3-minute limit per citizen)
 - 6. Discussion/Updates:**
 - a. Financial Report (*Toby Spears, Finance Director*)
 - 7. Action Items**

T.S

- a. New Mexico Junior College Foundation
NMJC Scholarship Gala (\$8,130.00)
February 27, 2026
- b. New Mexico Junior College Western Heritage Museum
Stan the T-Rex Display (\$83,262.00)
November 1, 2025 through November 1, 2026
- c. Option, Inc.
Runway to Resilience – Option, Inc. (\$5,105.50)
October 18, 2025
- d. Hobbs Hispano Chamber of Commerce Foundation
Mariachi Christmas (\$25,000.00)
December 12, 2025
- e. Hobbs Chamber of Commerce in Partnership with Hobbs Municipal Schools
Hobbs Holiday Tournament #66 (\$24,999.60)
December 29 through 31, 2025
- f. City of Hobbs Recreation Department
4th of July Community Celebration (\$46,430.00)
July 4th, 2026
- g. United Way of Lea County
United Way MLK Day of Service (\$6,197.50)
January 17, 2026
- h. Downtown Improvement Association of Hobbs (DIA Hobbs)
Music & Murals (\$17,870.55)
October 11, 2025
Dia de los Muertos (\$20,895.55)
November 1, 2025
Downtown Christmas Tree Lighting (\$5,220.00)
December 2025
- i. Hobbs Airfield Speedway
Smoke Mayhem 2.0 Hobbs (\$3,500.00)
January 24, 2026
- j. Lea County Commission for the Arts
LCCA Dueling Piano's Fundraiser ((\$9,410.00)
November 21, 2025

8. Event Summaries

9. Adjournment

The City will make every effort to provide reasonable accommodations for people with disabilities who wish to attend a public meeting. Please notify the City at least 24 hours before the meeting by calling 575-397-9208.

Notice is hereby given that a quorum of the Hobbs City Commission may be in attendance at City Advisory Board meetings.

**Next Meeting Date:
Wednesday, January 14, 2026, at 3:00 p.m.**

Minutes of the regular meeting of the Lodgers' Tax Board held on Wednesday, April 9th, 2025, at 3:00 p.m. in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico.

Chairperson Pro-Tem Oscar Gonzalez called the meeting to order. The following members were present:

Oscar Gonzalez, Chairperson Pro-Tem
Lahcen Tigui
Thomas K. Wilson II

Absent: Jack Robertson
Terry Sowell

Also Present: Toby Spears, Finance Director
Jan Fletcher, City Clerk
5 Citizens

Pledge of Allegiance

Chairperson Pro-Tem Oscar Gonzalez led the Pledge of Allegiance.

Approval of Minutes

Mr. Lahcen Tigui moved that the minutes of the meeting held January 8, 2025, be approved as presented. Mr. Thomas Wilson seconded the motion and the vote was recorded as follows: Gonzalez yes, Tigui yes, Wilson yes. The motion carried.

Financial Report

Mr. Toby Spears, Finance Director, presented the revenue report and explained the funding cycle and the annual/monthly collection for the Lodgers' Tax fund. He stated the ending balances as of March 31, 2025, are as follows:

Ending Cash Balance	\$ 1,928,178.55
Year to Date Revenue	\$ 1,419,087.14
Year to Date Expenditures	\$ 1,191,966.15
Available for Profit, Non-Profit & Public Entities	\$ 377,900.88
Available for Local Government (City and County)	\$ 1,136,258.13
Available for Airline Subsidy	\$ 414,019.55

Mr. Spears reminded all requesters they will need to have an organization representative attend the next meeting of the Hobbs City Commission on Monday, April 21, 2025, regarding their requests.

Request for Funding

Presentations were made by the following organizations and recommendations were made by the Board as follows:

United Way of Lea County

TURFS – Flag Football Bowl

June 14, 2025

Original Request: \$12,000.00

Board Recommendation to Commission: \$12,000.00

Ms. Rebecca Titus and Ms. Brittany Embry, representatives for United Way of Lea County, presented the request for funding for TURFS (Teams United Representing Field Sports) Flag Football Bowl in the amount of \$12,000.00.

Ms. Titus explained that United Way raises funds for the Hobbs Schools Crisis Fund but is now looking to expand support to the Lea County Schools Crisis Fund, which provides assistance to students facing homelessness. Their efforts include providing mattresses, hotel stays, eviction assistance, and bus passes through Hobbs Express for students who do not qualify for a school bus route, due to the hotel stay.

She emphasized that all proceeds from this event will go directly to the Hobbs Schools Crisis Fund, with no overhead or administrative costs deducted. United Way of Lea County works closely with the McKinney-Vento program in schools, which supplies hygiene products, while United Way steps in to fill additional gaps in student needs.

For promotion, Ms. Titus shared that they have expanded their outreach to Lubbock, Roswell, and Midland. She noted that they modeled this event after Hike It and Spike It, a now-dissolved sports event. Two teams have already registered, and four others from Roswell have expressed interest.

During the meeting, Mr. Tigui inquired whether the one-day event would result in significant overnight stays. Ms. Titus responded that they plan to track attendance numbers, and Ms. Embry added that a mandatory coaches' meeting the night before the event would likely lead to some overnight stays.

Mr. Wilson moved that funding in the amount of \$12,000.00 be forwarded to the Hobbs City Commission for consideration. Mr. Tigui seconded the motion and the vote was recorded as follows: Gonzalez yes, Tigui yes, Robertson yes. The motion carried.

Lea County Fair & Rodeo

2025 Hispanic Heritage Celebration Night

August 1, 2025

2025 American Hero's Night

August 8, 2025

Original Request: \$104,315.00

Board Recommendation to Commission: \$104,315.00

Original Request: \$104,365.00

Board Recommendation to Commission: \$104,365.00

Mr. Wyatt Duncan, Lea County Fairgrounds Director and representative for Lea County Fair & Rodeo, presented the request for two events the 2025 Hispanic Heritage Celebration Night in the amount of \$104,315.00, and 2025 American Hero's Night in the amount of \$104,365.00.

Mr. Duncan announced that the Lea County Fair and Rodeo is scheduled to take place from August 1st to August 8th. He shared that the event will feature six different artists performing over six nights, with the first evening dedicated to Hispanic Heritage Night.

He explained that the requested funds would cover artist fees, sound and production costs, and advertising, including placements in newspapers, billboards, and radio ads in markets such as Carlsbad, Roswell, and Lubbock and more. According to Mr. Duncan, last year's Fair and Rodeo attracted 15,000 visitors per night, and many of the performing artists typically stay at Zia Park Hotel for at least two nights.

Additionally, Mr. Duncan presented a separate request for American Heroes Night, an event dedicated to honoring first responders. He noted that the night will end with a concert, which is expected to draw between 10,000 and 15,000 attendees.

Mr. Wilson moved that funding in the amount of \$104,315.00 for 2025 Hispanic Heritage Celebration Night be forwarded to the Hobbs City Commission for consideration. Mr. Tigui seconded the motion and the vote was recorded as follows: Gonzalez yes, Tigui yes, Wilson yes. The motion carried.

Mr. Wilson moved that funding in the amount of \$104,365.00 for 2025 American Hero's Night be forwarded to the Hobbs City Commission for consideration. Mr. Tigui seconded the motion and the vote was recorded as follows: Gonzalez yes, Tigui yes, Wilson yes. The motion carried.

Hobbs Chamber of Commerce, Inc.

Hobbs August Nites

August 29 and 30, 2025

Original Request: \$23,179.77

Board Recommendation to Commission: \$23,179.77

Mr. Amancio Cruz, representative for Hobbs Chamber of Commerce, Inc., presented the request for Hobbs August Nites in the amount of \$23,179.77.

Mr. Cruz explained that the requested funding would be used for advertising the event through local newspapers and statewide radio promotions, including select cities in Texas. Additionally, funds would cover the cost of t-shirts distributed at the event to attendees traveling from out of town.

Mr. Wilson moved that funding in the amount of \$23,179.77 for the Hobbs Chamber of Commerce, Inc. be forwarded to the Hobbs City Commission for consideration. Mr. Tigui seconded the motion and the vote was recorded as follows: Gonzalez yes, Tigui yes, Wilson yes. The motion carried.

Hobbs Hispano Chamber Foundation

Fiestas de Septiembre

September 6, 2025

Original Request: \$25,000.00

Board Recommendation to Commission: \$25,000.00

Mr. Saul Villarreal and Ms. Rosa Carrillo, representatives for Hobbs Hispano Chamber Foundation, presented the request for funding for the Fiestas de Septiembre, in the amount of \$25,000.00.

Mr. Villarreal explained that Fiestas de Septiembre is an annual concert event celebrating the independence of Mexico and several other Latin American countries. The event is scheduled for early September, so it will not conflict with the timing of a major boxing match, which typically occurs around the middle of the month.

He highlighted that last year's event was highly successful, drawing approximately 5,000 to 6,000 attendees. The featured band, Banda Los Recoditos, attracted a large crowd. This year, the event will showcase Banda Crusillos, a group known for its vibrant and energetic performances that appeal to all generations, particularly younger audiences. It is expected that 1,000 to 2,000 attendees will be traveling from out of town.

The requested funds will be used exclusively for advertising in West Texas and Southeast New Mexico to promote the event. Fiestas de Septiembre is a free event, featuring food trucks, live performances, face painting, and more.

During the meeting, the event was not put to a vote due to a conflict with one member abstaining, leaving only two other Board Members present. Mr. Wilson moved that funding in the amount of \$25,000.00 for Fiestas de Septiembre be forwarded to the Hobbs City Commission for consideration. Mr. Tigui seconded the motion, and the vote was recorded as follows: Gonzalez abstained, Tigui yes, Wilson yes. The motion failed.

Hobbs Airfield Speedway

Summer Melt Down No Prep #4

July 5, 2025

Flashlight Cash Days No Prep

August 2, 2025

Original Request: \$2,500.00

Board Recommendation to Commission: \$2,500.00

Original Request: \$2,500.00

Board Recommendation to Commission: \$2,500.00

Mr. Jamal R. Awwad, representative for Hobbs Airfield Speedway, presented the request for funding for the Summer Melt Down no Prep #4, in the amount of \$2,500.00 and Flashlight Cash Days No Prep, in the amount of \$2,500.00. He explained the funding requested will be used for radio advertising and for professional performance fees to the promoter of each event.

Mr. Awwad stated the first race is a two-day event with approximately sixty to eighty cars. Most drivers are from out of town; some from Albuquerque, Arizona, El Paso and some from East Texas. The promoter for this event is Cory Escobedo.

Mr. Awwad said the second race's promoter is from East Texas, named Robert Smith. He said both races are no prep events with street racers which attracts many racers.

Mr. Wilson moved that funding in the amount of \$2,500.00 for Summer Melt Down No Prep #4 be forwarded to the Hobbs City Commission for consideration. Mr. Tigui seconded the motion and the vote was recorded as follows: Gonzalez yes, Tigui yes, Wilson yes. The motion carried.

Mr. Wilson moved that funding in the amount of \$2,500.00 for Flashlight Cash Days No Prep be forwarded to the Hobbs City Commission for consideration. Mr. Tigui seconded the motion and the vote was recorded as follows: Gonzalez yes, Tigui yes, Wilson yes. The motion carried.

Hobbs USSSA

Jewelz on the Turf NIT

May 23 through 25, 2025

NM/WTX All State

August 9 and 10, 2025

Playing with the Stars Draft Tournament

August 1 through 3, 2025

Original Request: \$9,000.00

Board Recommendation to Commission: \$9,000.00

Original Request: \$9,000.00

Board Recommendation to Commission: \$9,000.00

Original Request: \$5,000.00

Board Recommendation to Commission: \$5,000.00

Ms. Julie Rodriguez, representative for Hobbs USSSA, presented the request for funding for three events the Jewelz on the Turf Tournament in the amount of \$9,000.00, the NM/WTX All State Tournament in the amount of \$9,000.00, and the Playing with the Stars Draft Tournament in the amount of \$5,000.00.

Ms. Rodriguez explained that the first event is a National Invitation Tournament which is limited to 60 teams based on the available field capacity.

She then described the New Mexico All State Tournament which consists of MVP All-Star teams. Last year, 600 players registered and participated in the competition.

The final request is for the Playing with Stars Draft Tournament, an event designed for adult players who sign up individually, are drafted onto teams, and are coached by Conference players. All tournaments are two-day events, with the majority of participants traveling in from out of town.

Mr. Wilson moved that funding in the amount of \$9,000.00 for the Jewelz on the Turf Tournament be forwarded to the Hobbs City Commission for consideration. Mr. Tigui seconded the motion and the vote was recorded as follows: Gonzalez yes, Tigui yes, Wilson yes. The motion carried.

Mr. Wilson moved that funding in the amount of \$9,000.00 for the NM/WTX All State Tournament be forwarded to the Hobbs City Commission for consideration. Mr. Tigui seconded the motion and the vote was recorded as follows: Gonzalez yes, Tigui yes, Wilson yes. The motion carried.

Mr. Wilson moved that funding in the amount of \$5,000.00 for the Playing with the Stars Draft Tournament be forwarded to the Hobbs City Commission for consideration. Mr. Tigui seconded the motion and the vote was recorded as follows: Gonzalez yes, Tigui yes, Wilson yes. The motion carried.

Permian Basin USSSA

Baseball Moms are the Best

May 10 and 11, 2025

Last Chance for Rings

July 26 and 27, 2025

Original Request: \$24,988.80

Board Recommendation to Commission: \$24,988.80

Original Request: \$24,988.80

Board Recommendation to Commission: \$24,988.80

Ms. Julie Rodriguez, standing in for Mr. Tommy Hawkins, representative of Permian Basin USSSA, presented the funding request for two events: Baseball Moms are the Best in the amount of \$24,988.80, and Last Chance for Rings, in the amount of \$24,988.80.

Ms. Rodriguez explained that Baseball Moms are the Best is held on Mother's Day weekend and consistently performs well. The tournament hosts approximately 80 to 85 teams, with only 10 local teams, the majority of teams come from out of town.

She further noted that Last Chance for Rings serves as a World Event qualifier, also averaging 80 to 85 teams. The requested funding would be used solely for promotional items, including rings, t-shirts, banner awards, MVP medals, and more.

Mr. Wilson moved that funding in the amount of \$24,988.80 for the Baseball Moms are the Best Tournament be forwarded to the Hobbs City Commission for consideration. Mr. Tigui seconded the motion and the vote was recorded as follows: Gonzalez yes, Tigui yes, Wilson yes. The motion carried.

Mr. Wilson moved that funding in the amount of \$24,988.80 for the Last Chance for Rings Tournament be forwarded to the Hobbs City Commission for consideration. Mr. Tigui seconded the motion and the vote was recorded as follows: Gonzalez yes, Tigui yes, Wilson yes. The motion carried.

Economic Development Corporation of Lea County

FlyHobbs Marketing Campaign

July 1, 2025 through June 30, 2026

Original Request: \$200,000.00

Board Recommendation to Commission: \$200,000.00

Ms. Jennifer Grassham, representative of the Economic Development Corporation of Lea County, presented a \$200,000.00 funding request for the FlyHobbs Marketing Campaign.

She provided a PowerPoint presentation highlighting brand awareness efforts and strategies to reduce the loss of travelers opting for flights out of Midland/Odessa and Lubbock instead of Hobbs. The campaign is executed in partnership with an advertising agency and a consulting partner who directly engages with United Airlines.

The campaign's central message is: "If you gotta fly somewhere, Fly Hobbs." Rather than focusing on the airline itself, the marketing efforts emphasize the destination, aiming to attract both business and leisure travelers.

Ms. Grassham also presented data from the past 12 months, showing that 53% of passengers come from New Mexico, Texas, and Colorado. Currently, flights are available to Colorado and Houston, with plans to expand service to Dallas Lovefield. Additionally, she noted that approximately 6,300 visitors have stayed in local hotels.

During the meeting, Mr. Gonzalez inquired whether the campaign primarily utilizes digital advertising or television commercials. Ms. Grassham explained that television commercials are significantly more expensive so most advertising efforts focus on printed materials. She also mentioned that 80% of available airline seats are usually occupied.

Mr. Wilson moved that funding in the amount of \$200,000.00 for the Fly/Hobbs Marketing Campaign be forwarded to the Hobbs City Commission for consideration. Mr. Tigui seconded the motion and the vote was recorded as follows: Gonzalez yes, Tigui yes, Wilson yes. The motion carried.

Hobbs Juneteenth Committee

Hobbs Juneteenth Freedom Festival

June 20 through 22, 2025

Original Request: \$57,287.50

Board Recommendation to Commission: \$25,000.00

Mr. Byron Marshall representative of Hobbs Juneteenth Committee, presented the request for funding for the Hobbs Juneteenth Freedom Festival in the amount of \$57,287.50.

Mr. Marshall announced that this year marks the 30th Annual Juneteenth Celebration, a nationally recognized holiday commemorating freedom, often regarded as the Fourth of July for the Black community. The requested funds will be used for advertising and securing artists for the event, which will be held at

Booker T. Washington Elementary Park. Featured artists will be brought in from Amarillo, El Paso, and Albuquerque.

Additionally, Mr. Marshall shared that they are partnering with Lea County Children's Librarian Jaime Walters, who will host a story reading and craft session for children. A certified chef will also be present to teach kids how to make "pizza" using watermelon and fruit.

The celebration will feature food vendors, games, a three-on-three basketball tournament, and an educational program inside Booker T. Washington Elementary.

In response to Chairperson Pro-Tem Gonzalez' question, Mr. Spears stated the maximum funding available for non-profit and for-profit organizations is \$25,000.00.

Mr. Wilson moved that funding in the amount of \$25,000.00 for the Hobbs Juneteenth Freedom Festival be forwarded to the Hobbs City Commission for consideration. Mr. Tigui seconded the motion and the vote was recorded as follows: Gonzalez yes, Tigui yes, Wilson yes. The motion carried.

Tru Roping Productions

King of All Truck Ropings

May 3 and 4, 2025

Original Request: \$25,000.00

Board Recommendation to Commission: \$16,600.00

Ms. Kimberly Trujillo, a representative for Tru Roping Productions, presented the request for funding for King of All Truck Ropings in the amount of \$25,000.00.

Ms. Trujillo explained the organization began as a local team roping event in their backyard and has since gained popularity across the country. Their main event has traditionally been held in Clovis but due to numerous requests, they are working on expanding. Last year, they hosted an event in Hobbs, which was completely sold out and highly successful.

She stated the prize fund is set at a total of \$100,000.00 regardless of whether one team or the maximum of 320 teams participates. The grand prize is a fully loaded F-350 4x4 King Ranch Diesel dually truck, making them the only organization to offer such a high-value award. Additionally, numerous giveaways are provided for families in attendance.

Ms. Trujillo noted the event has been featured in the Team Roping Journal and Super Looper, two widely recognized magazines that reach an audience of over

300,000 readers. Teams from Canada, Florida, and across the United States have entered their competition.

During the meeting, Mr. Spears inquired whether the organization was structured as an LLC. Ms. Trujillo responded the organization is for profit and she has a printout available for him.

Ms. Trujillo confirmed that 20 hotel rooms have already been secured for family and friends attending the event. Given that the competition is a two-day event, she emphasized that most participants and attendees will be coming from out of town, ensuring multiple overnight stays.

After a short discussion, Mr. Wilson moved that funding in the amount of \$16,600.00 for the Tru Roping Productions be forwarded to the Hobbs City Commission for consideration. Mr. Tigui seconded the motion and the vote was recorded as follows: Gonzalez yes, Tigui yes, Wilson yes. The motion carried.

The Works Combat Academy

Beatdown on Broadway

May 3, 2025

Original Request: \$9,779.05

Board Recommendation to Commission: \$9,779.05

Ms. Angelica Sparenberg, a representative for The Works Combat Academy, presented the request for funding for the Beatdown on Broadway in the amount of \$9,779.05.

Ms. Sparenberg announced this will be the second annual Beatdown on Broadway, a boxing event featuring local fighters as well as competitors from Lubbock, Midland, Arizona, Denver, and California. The event is free to the community with some sponsorships secured, though no profit is made from the fights. All funds raised will be reinvested in youth programs.

She explained the organization is partnered with Humphrey House, CYFD (Children, Youth & Family Department), and Hobbs Schools, providing a safe space for young athletes to develop their skills, stay out of trouble, and showcase their talent. The initiative also helps parents who cannot afford to send their children to out-of-town fights, as opportunities for local competition in Hobbs are limited.

Coach Llamas emphasized that boxing is a sport, and the athletes involved train rigorously, just like football, track, or basketball players. He described the event as a valuable opportunity for fighters to demonstrate the skills they work on daily.

Ms. Sparenberg stated the event will be hosted at Shipp Street Plaza, welcoming all members of the community. She advised attendees to bring their own chairs and canopies, as temperatures tend to get high. Currently, 120 fighters are registered, with many traveling from Southeast Texas, New Mexico, Arizona and California.

Coach Llamas stated the boxing commission will be present to officiate, along with a traveling doctor, ensuring a safe and regulated competition. He noted that last year's event attracted approximately 800 attendees, and he expects a similar turnout this year. Many participants will stay overnight, as weigh-ins begin at 7:00 a.m. the morning of the event.

Mr. Wilson moved that funding be approved in the total amount of \$9,779.05. Mr. Tigui seconded the motion and the vote was recorded as follows: Gonzalez yes, Tigui yes, Wilson yes. The motion carried.

Event Summary

None

Adjournment

There being no further business or comments, Chairperson Pro-Tem Gonzalez moved that the meeting adjourn. Mr. Tigui seconded the motion and the vote was recorded as follows: Gonzalez yes, Tigui yes, Wilson yes. The motion carried and the meeting adjourned at 4:01 p.m.

Chairperson

Action Items

New Mexico Junior College



City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2022 - 06/30/2023

The City of Hobbs and the Hobbs City Commission wish to ensure that your events have the greatest chance of success. The following guidelines have been adopted by the City Commission to outline procedures for the annual expenditures of Lodgers' Tax funds.

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Eligible	Non-Eligible
Professional Performance Fees	Administrative Office Overhead
Sound and Lighting as Related to Performance	Website Costs
Advertising/Promotion Items	Real Property
Sanitation	Tangible Property
Sanction Fees	

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I have read and fully understand the above guidelines for the Lodgers' Tax Funding.

Amanda Baker
Representative

NMJC Foundation
Name of Organization

9/11/2025
date

Request for Lodgers' Tax Assistance
Contact Information

Organization	New Mexico Junior College Foundation
Name of Contact	Amanda Baker
Address	1 Thunderbird Circle
City, State Zip	Hobbs, NM 88240
Phone#/Fax#	575-492-2785
email	abaker@nmjc.edu

Event Budget

Income		Event 1	Event 2	Event 3	Event 4	Event 5	Total
	Sponsorships						-
	Sales						-
	Donations						-
	Prior Year Carryover						-
	Institutional Support	10,000.00					10,000.00
	Total Income	10,000.00	-	-	-	-	10,000.00
EXPENSE (NON- LODGERS' TAX		Event 1	Event 2	Event 3	Event 4	Event 5	Total
	Cost of Sales Items	3,000.00					3,000.00
	Cost of Awards	800.00					800.00
	Building/Booth Rent						-
	Advertising	2,000.00					2,000.00
	Printing & Mailing	3,000.00					3,000.00
	Print Media						-
	Electronic Media	10,000.00					10,000.00
	Misc. _____ (Please explain) _____						-
							-
	Total NON- LODGERS' Exp.	18,800.00	-	-	-	-	18,800.00

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	2,530.00	-	-	-	-	2,530.00
Print Media	1,800.00	-	-	-	-	1,800.00
Electronic Media	1,000.00	-	-	-	-	1,000.00
Other	2,800.00	-	-	-	-	2,800.00
TOTAL LODGERS' TAX REQ. SUMMARY	8,130.00	-	-	-	-	8,130.00

LODGERS'
TAX

Instructions: Please complete all areas of PINK that apply. Lodgers' Tax Budget Summary must reconcile to Event Details

Lodgers' Tax Budget - Event Number 1

Event Information

Name of Event	NMJC Scholarship Gala			
Date	February 27, 2026			
Location	NMJC Campus			
Description	The NMJC Scholarship Gala has grown tremendously over the past two years. At this event, we require our scholarship recipients (about 75% of which do not live in Hobbs) to attend, in which they bring along their families as well. In addition, we honor donors with awards and videos to showcase their connection with NMJC. several of these donors are also living outside of NM			
Expected Attendance	450	# of Overnights	200	
Is this an annual event?		Is this a new event?		
PRINTING				
Posters (save-the-date) Programs Mailings	Cost	Quantity	Total	
	1.00	30	30.00	
	1.00	500	500.00	
	SUBTOTAL		530.00	
	2.00	1,000	2,000.00	
Flyers Tickets	Cost	Quantity	Total	
			0.00	
			-	
	SUBTOTAL		-	
	TOTAL PRINTING COSTS		2,530.00	
PRINT MEDIA				
Newspaper	Name	# of ads	Cost	Total
	Hobbs News Sun	3	300.00	900.00
	Lovington Leader	3	300.00	900.00
	SUBTOTAL			1,800.00
Magazine/Other	Name	# of ads	Cost	Total
				-
				-
	SUBTOTAL			-
TOTAL PRINT MEDIA			1,800.00	
ELECTRONIC MEDIA				
Radio	Name	# of spots	Cost	Total
	MDT	5	100.00	500.00
	Noalmark	5	100.00	500.00
				-
Television				-
				-
Social Media				-
				-
TOTAL ELECTR. MEDIA			1,000.00	
OTHER EXPENSE				
Professional Performance Fees Sound and Lighting Costs Sanction Fees Promotional Items (eg: tshirts, rings, etc.) Other: (please list)	Name	# of item	Cost	Total
	Band/Music/Acts /DJ	1	800.00	800.00
				-
				-
	Giveaways	400	5.00	2,000.00
				-
				-
				-
				-
				-
TOTAL OTHER EXPENSE			2,800.00	
TOTAL REQUEST FOR EVENT 1			8,130.00	

Instructions: Please complete all areas of PINK that apply.

New Mexico Junior
College
Western Heritage
Museum



City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2022 - 06/30/2023

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Professional Performance Fees	Administrative Office Overhead
Sound and Lighting as Related to Performance	Website Costs
Advertising/Promotion Items	Real Property
Sanitation	Tangible Property
Sanction Fees	

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- Proof of Workers-Comp or Liability Insurance Coverage

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I have read and fully understand the above guidelines for the Lodgers' Tax Funding.

Cathy Mitchell
Representative

New Mexico Junior College
Name of Organization

9/26/2025
date

Received at City Hall:

Request for Lodgers' Tax Assistance							
Contact Information							
Organization	New Mexico Junior College Western Heritage Museum						
Name of Contact	Cathy Mitchell						
Address	1 Thunderbird Circle						
City, State Zip	Hobbs, NM 88240						
Phone#/Fax#	575-392-5004						
email	cmitchell@nmjc.edu						
Event Budget							
Income		Event 1	Event 2	Event 3	Event 4	Event 5	Total
	Sponsorships						-
	Sales						-
	Donations	60,000.00					60,000.00
	Prior Year Carryover						-
	Other (please explain)						-
	Total Income	60,000.00	-	-	-	-	60,000.00
EXPENSE (NON- LODGERS' TAX		Event 1	Event 2	Event 3	Event 4	Event 5	Total
	Cost of Sales Items						-
	Cost of Awards						-
	Building/Booth Rent						-
	Advertising						-
	Printing & Mailing						-
	Print Media						-
	Electronic Media						-
	Exhibit Development, Interactive Table software	50,000.00					50,000.00
	Misc. Opening Reception	1,738.00					1,738.00
	(Please explain) Contingency (10%)	15,000.00					15,000.00
	Total NON- LODGERS' Exp.	66,738.00	-	-	-	-	66,738.00
Lodgers' Tax Budget Summary							
	Event 1	Event 2	Event 3	Event 4	Event 5	Total	
Printing	2,000.00	-	-	-	-	2,000.00	
Print Media	5,000.00	-	-	-	-	5,000.00	
Electronic Media	3,000.00	-	-	-	-	3,000.00	
Other	73,262.00	-	-	-	-	73,262.00	
TOTAL LODGERS' TAX REQ. SUMMARY	83,262.00	-	-	-	-	83,262.00	

NON -
LODGERS'
TAX

LODGERS'
TAX

Instructions: Please complete all areas of PINK that apply. Lodgers' Tax Budget Summary must reconcile to Event Details

Lodgers' Tax Budget - Event Number 1

Event Information

Name of Event	Stan the T. rex display							
Date	November 1, 2025 - November 1, 2026							
Location	NMJC Western Heritage Museum							
Description	The project includes the installation of Stan the T. rex cast, a lecture series by scientists, and STEM Trek classroom kits to inspire STEM learning and tourism. This is a Collaboration between the New Mexico Museum of Natural History & Science, New Mexico Junior College's Western Heritage Museum, and other public and private partners to celebrate the Permian Basin's fossil							
Expected Attendance	15,000	# of Overnights	5,000					
Is this an annual event?	no	Is this a new event?	yes					
PRINTING								
Posters (save-the-date) Programs Mailings	Cost	Quantity	Total	Flyers Tickets	Cost	Quantity	Total	
			-				0.00	
			-				-	
	SUBTOTAL				SUBTOTAL			
			-				-	
	Cost	Quantity	Total					
	2.00	1,000	2,000.00	TOTAL PRINTING COSTS			2,000.00	
PRINT MEDIA								
Newspaper	Name	# of ads	Cost	Total				
	Hobbs News Sun	10	250.00	2,500.00				
	Lovington Leader	10	250.00	2,500.00				
	SUBTOTAL			5,000.00				
Magazine/Other	Name	# of ads	Cost	Total				
				-				
				-				
	SUBTOTAL			-				
			TOTAL PRINT MEDIA					5,000.00
ELECTRONIC MEDIA								
Radio	Name	# of spots	Cost	Total				
	MDT	15	100.00	1,500.00				
	Noalmark	15	100.00	1,500.00				
Television				-				
Social Media				-				
			TOTAL ELECTR. MEDIA					3,000.00
OTHER EXPENSE								
	Name	# of item	Cost	Total				
Professional Performance Fees	Installation & Rent of T rex	1	47,262.00	47,262.00				
Sound and Lighting Costs				-				
Sanction Fees				-				
Promotional Items (eg: tshirts, rings, etc.)	STEM Educational Kits	40	150.00	6,000.00				
Other: (please list)	Speakers for Lecture Series	4	5,000.00	20,000.00				
				-				
				-				
				-				
				-				
				-				
			TOTAL OTHER EXPENSE					73,262.00
			TOTAL REQUEST FOR EVENT 1					83,262.00

Instructions: Please complete all areas of PINK that apply.

Option, Inc.



City of Hobbs
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Advertising/Promotion Items	Real Property
Sanitation	Tangible Property
Sanction Fees	

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I have read and fully understand the above guidelines for the Lodgers' Tax Funding.

Representative

Option, Inc.
 Name of Organization

7/22/25
 date

Request for Lodgers' Tax Assistance							
Contact Information							
Organization	Option, Inc.						
Name of Contact	Robert Guthrie						
Address	200 N Dalmont						
City, State Zip	Hobbs, NM 88240						
Phone#/Fax#	575-397-1576						
email	option_cfo@leaco.net						
Event Budget							
Income		Event 1	Event 2	Event 3	Event 4	Event 5	Total
	Sponsorships	41,500.00					41,500.00
	Sales	4,000.00					4,000.00
	Donations	-					-
	Prior Year Carryover	-					-
	Other (please explain)						-
	Total Income	45,500.00	-	-	-	-	45,500.00
EXPENSE (NON-LODGER'S TAX		Event 1	Event 2	Event 3	Event 4	Event 5	Total
	Cost of Sales Items						-
	Cost of Awards						-
	Building/Booth Rent	3,000.00					3,000.00
	Advertising						-
	Printing & Mailing	1,034.50					1,034.50
	Print Media	1,100.00					1,100.00
	Electronic Media	350.00					350.00
	DJ	650.00					650.00
	Misc. (Please explain)						
	Videography	1,400.00					1,400.00
	Promotionals	571.00					571.00
Total NON- LODGER'S Exp.	8,105.50	-	-	-	-	8,105.50	
Lodgers' Tax Budget Summary							
	Event 1	Event 2	Event 3	Event 4	Event 5	Total	
Printing	1,034.50	-	-	-	-	1,034.50	
Print Media	1,100.00	-	-	-	-	1,100.00	
Electronic Media	350.00	-	-	-	-	350.00	
Other	2,621.00	-	-	-	-	2,621.00	
TOTAL LODGER'S TAX REQ. SUMMARY	5,105.50	-	-	-	-	5,105.50	

NON -
LODGER'S
TAX

LODGER'S
TAX

Instructions: Please complete all areas of PINK that apply. Lodgers' Tax Budget Summary must reconcile to Event Details

AMMENDED

Lodgers' Tax Budget - Event Number 1

Event Information

Name of Event	Runway to Resilience - Option, Inc.		
Date	October 18, 2025		
Location	Hobbs Country Club 5001 W Carlsbad Hwy		
Description	This event is to fundraise and bring awareness for Option, Inc.'s domestic violence services. Runway to Resilience is set to also support the local boutiques and increase community awareness in general. We provide services in three main areas: Victims, Offenders, and Outreach. We plan for everyone to leave understanding these three aspects of Option, Inc. The money fundraised will plan to be invested into our community extending our services to meet needs such as food, hotel/motel accommodation, and transportation for our clients.		
Expected Attendance	350	# of Overnights	35
Is this an annual event?	No	Is this a new event?	Yes
PRINTING			
Posters (save-the-date) Programs	Cost	Quantity	Total
			-
	1.80	500	900.00
	SUBTOTAL		900.00
Mailings	Cost	Quantity	Total
	0.32	100	32.00
	SUBTOTAL		102.50
	TOTAL PRINTING COSTS		1,034.50
PRINT MEDIA			
Newspaper	Name	# of ads	Cost
	Advertisement - Hobbs News Sun	22	50.00
	SUBTOTAL		1,100.00
Magazine/Other	Name	# of ads	Cost
	SUBTOTAL		-
TOTAL PRINT MEDIA			1,100.00
ELECTRONIC MEDIA			
Radio	Name	# of spots	Cost
	SUBTOTAL		-
Television	Name	# of spots	Cost
	SUBTOTAL		-
Social Media	Name	# of spots	Cost
	Sponsored Ads - Internet & Social Me	2	175.00
	SUBTOTAL		350.00
TOTAL ELECTR. MEDIA			350.00
OTHER EXPENSE			
	Name	# of item	Cost
Professional Performance Fees			
Sound and Lighting Costs	DJ	1	650.00
Sanction Fees			
Promotional Items (eg: tshirts, rings, etc.)	Domestic Violence Ribbon Pins	500	1.14
Other: (please list)	Videography - B Squared	2	700.00

Instructions: Please complete all areas of PINK that apply.

Hobbs Hispano
Chamber of Commerce
Foundation



City of Hobbs
Annual Funding Guidelines
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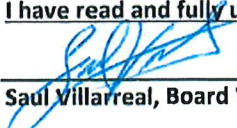
Eligible	Non-Eligible
Professional Performance Fees Sound and Lighting as Related to Performance Advertising/Promotion Items Sanitation Sanction Fees	Administrative Office Overhead Website Costs Real Property Tangible Property

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I have read and fully understand the above guidelines for the Lodgers' Tax Funding.


Saul Villarreal, Board VP

Hobbs Hispano Chamber of
Commerce Foundation

9/17/2025
date

Request for Lodgers' Tax Assistance
Contact Information

Organization	Hobbs Hispano Chamber of Commerce Foundation
Name of Contact	Saul Villarreal
Address	113 N. Ship St
City, State Zip	Hobbs, NM 88240
Phone#/Fax#	Saul Villarreal: 575-390-2070
email	saul.villarreal@lcsb.com

Event Budget

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
Income	Sponsorships	34,000.00					34,000.00
	Sales	12,000.00					12,000.00
	Donations						-
	Prior Year Carryover						-
	Other (please explain)						-
	Total Income	46,000.00	-	-	-	-	46,000.00

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
EXPENSE (NON- LODGERS' TAX	Cost of Sales Items						-
	Cost of Awards						-
	Building/Booth Rent						-
	Advertising						-
	Printing & Mailing						-
	Print Media						-
	Electronic Media						-
	Misc. (Please explain)						-
							-
	Total NON- LODGERS' Exp.	-	-	-	-	-	-

**NON -
LODGERS'
TAX**

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	3,159.00	-	-	-	-	3,159.00
Print Media	3,850.00	-	-	-	-	3,850.00
Electronic Media	16,500.00	-	-	-	-	16,500.00
Other	1,491.00	-	-	-	-	1,491.00
TOTAL LODGERS' TAX REQ. SUMMARY	25,000.00	-	-	-	-	25,000.00

**LODGERS'
TAX**

Instructions: Please complete all areas of PINK that apply. Lodgers' Tax Budget Summary must reconcile to Event Details

Lodgers' Tax Budget - Event Number 1

Event Information

Name of Event	Mariachi Christmas			
Date	December 12, 2025			
Location	Tydings Auditorium			
Description	Mariachi music accompanied by traditional Mexican folk dance performances			
Expected Attendance	1700	# of Overnights	300	
Is this an annual event?	Yes	Is this a new event?	No	

PRINTING

	Cost	Quantity	Total		Cost	Quantity	Total
Posters (save-the-date)	3.18	50	159.00	Flyers			0.00
Programs	1.50	1,700	2,550.00	Tickets	0.25	1,800	450.00
	SUBTOTAL		2,709.00		SUBTOTAL		450.00
	Cost	Quantity	Total				
Mailings			-		TOTAL PRINTING COSTS		3,159.00

PRINT MEDIA

Newspaper	Name	# of ads	Cost	Total
	Lovington Leader	2	375.00	750.00
	Hobbs News Sun	2	375.00	750.00
	SUBTOTAL			1,500.00
Magazine/Other	Name	# of ads	Cost	Total
	Billboards- Hobbs-Lovington & Seminole	10	235.00	2,350.00
	SUBTOTAL			2,350.00
			TOTAL PRINT MEDIA	3,850.00

ELECTRONIC MEDIA

	Name	# of spots	Cost	Total
Radio	Local	300	10.00	3,000.00
	Non-Local	400	15.00	6,000.00
Television	Regional TV Ads & Regional social media	100	50.00	5,000.00
Social Media	Facebook	1	2,000.00	2,000.00
	YouTube	1	500.00	500.00
			TOTAL ELECTR. MEDIA	16,500.00

OTHER EXPENSE

	Name	# of item	Cost	Total
Professional Performance Fees				-
Sound and Lighting Costs	Local Sound Company/Sound Engineer	1	700.00	700.00
Sanction Fees				-
Promotional Items (eg: t-shirts, rings, etc.)	Promotional Items	1	301.00	301.00
Other: (please list)	Decorations	98	5.00	490.00
				-
				-
				-
				-
			TOTAL OTHER EXPENSE	1,491.00

TOTAL REQUEST FOR EVENT 1

25,000.00

Instructions: Please complete all areas of PINK that apply.

Hobbs Chamber of Commerce



City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2022 - 06/30/2023

The City of Hobbs and the Hobbs City Commission wish to ensure that your events have the greatest chance of success. The following guidelines have been adopted by the City Commission to outline procedures for the annual expenditures of Lodgers' Tax funds.

1. The City of Hobbs is accountable to the City Commission for Lodgers' Tax Funds and is responsible for the placement of any orders involving expenditures of Lodgers' Tax funds. The table below details eligible & non-eligible expenses per Ordinance # 1052

Eligible	Non-Eligible
Professional Performance Fees	Administrative Office Overhead
Sound and Lighting as Related to Performance	Website Costs
Advertising/Promotion Items	Real Property
Sanitation	Tangible Property
Sanction Fees	

For internal control purposes of lodgers' tax funds, the organization must provide valid proof of expenditures and contracts. Cash transactions by the organization (eg: cash currency payments to individuals) will not be considered valid. All invoices and contracts must be legible. The Finance Department may ask the organization to provide a W-9 for a vendor, cleared check, bank statement or other documentation to determine whether or not the transaction is valid for lodgers' tax. **Note: If cancellation of an event results in a refund of any deposit, this refund must be returned to the City of Hobbs Lodgers' Tax Fund.**

2. The organization requesting Lodgers' Tax funding shall designate a representative to serve in the capacity of spokesperson for that organization. The representative or designee must make all attempts to attend the Lodgers' Tax meeting or City Commission meeting as appropriate when requesting funding to answer questions.
3. All Requests for Proposal's (RFP's) for Lodgers' Tax **annual** funding must be received by **March 18th, 2022**. (This is to include all events to occur during the period indicated above for which your organization is requesting funding.)
4. A proposed budget must be submitted with the RFP for annual Lodgers' Tax funding explaining how fees and other revenues are to be used and include a detailed list of estimated expenses for any and all events on an annual basis.
5. Event Summaries from prior year funding will be required during the annual presentation process. Event summaries should include the number in attendance, the number of overnight stays and the actual revenue and expenditures. **Any unspent funding at the end of the funding cycle (05/01/2022-06/30/2023) will revert back to the City of Hobbs Lodgers' Tax Fund. Expenses will NOT be reimbursed after August 31, 2023.**
6. In addition to the above listed criteria, organizations requesting funding may be asked to provide the following information:

- Proof of non-profit status and copy of last years IRS form 990
- Proof of agency good standing with the NM Corporation Commission
- Proof of Workers-Comp or Liability Insurance Coverage

Advertising not included in the initial request for funding is the RESPONSIBILITY AND OBLIGATION OF THE ORGANIZATION PLACING SUCH ORDER.

I have read and fully understand the above guidelines for the Lodgers' Tax Funding.

Patricia A Collins
Representative

Hobbs Chamber of Commerce
Name of Organization

18-Sep-25
date

Received at City Hall:

(date and time)

Request for Lodgers' Tax Assistance
Contact Information

Organization	Hobbs Chamber of Commerce, in partnership with the Hobbs Municipal Schools
Name of Contact	Patty Collins (Jeremy Soria, HMS Athletic Director for actual game information)
Address	400 N Marland Blvd
City, State Zip	Hobbs NM 88240
Phone#/Fax#	5753973203
email	executive@hobbschamber.org (Jeremy soriaj@hobbsschools.net)

Event Budget

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
Income	Sponsorships	14,368.34					14,368.34
	Sales						-
	Donations	1,500.00					1,500.00
	Prior Year Carryover						-
	Other (please explain) IN KI	9,633.00					9,633.00
	Total Income	25,501.34	-	-	-	-	25,501.34

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
EXPENSE (NON- LODGERS' TAX	Cost of Sales Items						-
	Cost of Awards						-
	Building/Booth Rent	9,633.00					9,633.00
	Advertising	1,500.00					1,500.00
	Printing & Mailing						-
	Print Media						-
	Electronic Media						-
	Misc. 384 team t-shirts and 50 (Please explain) volunteer t-shirts	6,542.60					6,542.60
	Coach and Official's meals and travel	4,592.61					4,592.61
	Team Meal	3,233.13					3,233.13
	Total NON- LODGERS' Exp.	25,501.34	-	-	-	-	25,501.34

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	10,590.00	-	-	-	-	10,590.00
Print Media	5,319.60	-	-	-	-	5,319.60
Electronic Media	9,090.00	-	-	-	-	9,090.00
Other	-	-	-	-	-	-
TOTAL LODGERS' TAX REQ. SUMMARY	24,999.60	-	-	-	-	24,999.60

LODGERS'
TAX

Instructions: Please complete all areas of PINK that apply. Lodgers' Tax Budget Summary must reconcile to Event Details

Lodgers' Tax Budget - Event Number 1

Event Information

Name of Event	Hobbs Holiday Tournament #66		
Date	December 29, 30 and 31, 2025		
Location	Tasker Arena Hobbs Freshman Gym		
Description	An annual tradition of basketball that brings hundreds of fans to our community between Christmas and New Year's. Not only do past HHS players, cheerleaders, and fans come home to watch these games, fans and players from Albuquerque, Artesia, Farmington, Wichita Falls, Las Cruces, El Paso, and Alamogordo will fill our hotel rooms and eat at our local restaurants. Not		
Expected Attendance	3300	# of Overnigheters	427
Is this an annual event?	Yes	Is this a new event?	No

PRINTING

				Flyers Tickets				
Posters (save-the-date) Programs	Cost	Quantity	Total		Cost	Quantity	Total	
			-				0.00	
	21.18	500	10,590.00				-	
SUBTOTAL			10,590.00		SUBTOTAL			-
Mailings	Cost	Quantity	Total					
			-		TOTAL PRINTING COSTS			10,590.00

PRINT MEDIA

	Name	# of ads	Cost	Total
Newspaper	Hobbs and Lovington	10	259.92	2,599.20
	Out of Area	10	272.04	2,720.40
	SUBTOTAL			5,319.60
Magazine/Other	Name	# of ads	Cost	Total
				-
				-
			SUBTOTAL	-
TOTAL PRINT MEDIA				5,319.60

ELECTRONIC MEDIA

	Name	# of spots	Cost	Total
Radio	Local NoalMark MTD KLMA	175	18.27	3,197.25
	Out of Area Las Cruces, Artesia, Farming	225	25.55	5,748.75
Television				-
				-
Social Media	FaceBook Instagram	3	48.00	144.00
				-
TOTAL ELECTR. MEDIA				9,090.00

OTHER EXPENSE

	Name	# of item	Cost	Total
Professional Performance Fees				-
Sound and Lighting Costs				-
Sanction Fees				-
Promotional Items (eg: tshirts, rings, etc.)				-
Other: (please list)				-
				-
				-
				-
				-
				-
TOTAL OTHER EXPENSE				-

TOTAL REQUEST FOR EVENT 1

24,999.60

Instructions: Please complete all areas of PINK that apply.

City of Hobbs
Recreation Department



City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2022 - 06/30/2023

The City of Hobbs and the Hobbs City Commission wish to ensure that your events have the greatest chance of success. The following guidelines have been adopted by the City Commission to outline procedures for the annual expenditures of Lodgers' Tax funds.

1. The City of Hobbs is accountable to the City Commission for Lodgers' Tax Funds and is responsible for the placement of any orders involving expenditures of Lodgers' Tax funds. The table below details eligible & non-eligible expenses per Ordinance # 1052

Eligible	Non-Eligible
Professional Performance Fees	Administrative Office Overhead
Sound and Lighting as Related to Performance	Website Costs
Advertising/Promotion Items	Real Property
Sanitation	Tangible Property
Sanction Fees	

For internal control purposes of lodgers' tax funds, the organization must provide valid proof of expenditures and contracts. Cash transactions by the organization (eg: cash currency payments to individuals) will not be considered valid. All invoices and contracts must be legible. The Finance Department may ask the organization to provide a W-9 for a vendor, cleared check, bank statement or other documentation to determine whether or not the transaction is valid for lodgers' tax. **Note: If cancellation of an event results in a refund of any deposit, this refund must be returned to the City of Hobbs Lodgers' Tax Fund.**

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3. All Requests for Proposal's (RFP's) for Lodgers' Tax **annual** funding must be received by **March 18th, 2022**. (This is to include all events to occur during the period indicated above for which your organization is requesting funding.)
4. A proposed budget must be submitted with the RFP for annual Lodgers' Tax funding explaining how fees and other revenues are to be used and include a detailed list of estimated expenses for any and all events on an annual basis.
5. Event Summaries from prior year funding will be required during the annual presentation process. Event summaries should include the number in attendance, the number of overnight stays and the actual revenue and expenditures. **Any unspent funding at the end of the funding cycle (05/01/2022-06/30/2023) will revert back to the City of Hobbs Lodgers' Tax Fund. Expenses will NOT be reimbursed after August 31, 2023.**
6. In addition to the above listed criteria, organizations requesting funding may be asked to provide the following information:

- Proof of non-profit status and copy of last years IRS form 990
- Proof of agency good standing with the NM Corporation Commission
- Proof of Workers-Comp or Liability Insurance Coverage

Advertising not included in the initial request for funding is the RESPONSIBILITY AND OBLIGATION OF THE ORGANIZATION PLACING SUCH ORDER.

I have read and fully understand the above guidelines for the Lodgers' Tax Funding.

Doug McDaniel
Representative

City of Hobbs-Recreation
Name of Organization

9/22/25
date

Request for Lodgers' Tax Assistance							
Contact Information							
Organization	City of Hobbs, Recreation Department						
Name of Contact	Doug McDaniel						
Address	4827 N. Lovington Highway						
City, State Zip	Hobbs, NM 88240						
Phone#/Fax#	(575) 397-9293						
email	dmcdaniel@hobbsnm.org						
Event Budget							
Income		Event 1	Event 2	Event 3	Event 4	Event 5	Total
	Sponsorships						-
	Sales						-
	Donations						-
	Prior Year Carryover						-
	Other (please explain)						-
	Total Income	-	-	-	-	-	-
EXPENSE (NON- LODGERS' TAX		Event 1	Event 2	Event 3	Event 4	Event 5	Total
	Cost of Sales Items						-
	Cost of Awards						-
	Building/Booth Rent						-
	Advertising	4,000.00					4,000.00
	Printing & Mailing						-
	Print Media						-
	Electronic Media						-
	Misc. (Please explain)	Water Slide Rental	5,000.00				5,000.00
	Fireworks	70,000.00				70,000.00	
	Movie Rental License Fee	800.00				800.00	
	Total NON- LODGERS' Exp.	79,800.00	-	-	-	-	79,800.00
Lodgers' Tax Budget Summary							
	Event 1	Event 2	Event 3	Event 4	Event 5	Total	
Printing	400.00	-	-	-	-	400.00	
Print Media	17,700.00	-	-	-	-	17,700.00	
Electronic Media	2,280.00	-	-	-	-	2,280.00	
Other	26,050.00	-	-	-	-	26,050.00	
TOTAL LODGERS' TAX REQ. SUMMARY	46,430.00	-	-	-	-	46,430.00	

NON -
LODGERS'
TAX

LODGERS'
TAX

Instructions: Please complete all areas of PINK that apply. Lodgers' Tax Budget Summary must reconcile to Event Details

Lodgers' Tax Budget - Event Number 1

Event Information

Name of Event	4th of July Community Celebration
Date	Saturday, July 4th
Location	McAdams Park and HIAP Runway
Description	One of the City's signature events, the 4th of July Community Celebration will begin with games/activities/water slides in McAdams Park, followed by a "Movies Under the Stars" event, two one-hour sets of live music, all followed by the City's fireworks show.

Expected Attendance	10,000*	# of Overnigheters	20
Is this an annual event?	Yes	Is this a new event?	No

PRINTING

	Cost	Quantity	Total		Cost	Quantity	Total
Posters (save-the-date)	4.00	100	400.00	Flyers			0.00
Programs			-	Tickets			-
	SUBTOTAL		400.00		SUBTOTAL		-
	Cost	Quantity	Total				
Mallings			-		TOTAL PRINTING COSTS		
					400.00		

PRINT MEDIA

	Name	# of ads	Cost	Total
Newspaper	Hobbs News-Sun	12	1,475.00	17,700.00
				-
	SUBTOTAL			17,700.00
Magazine/Other				-
				-
		SUBTOTAL		-
TOTAL PRINT MEDIA				17,700.00

ELECTRONIC MEDIA

	Name	# of spots	Cost	Total
Radio	Local Radio Stations	800	2.85	2,280.00
Television				-
				-
Social Media				-
				-
TOTAL ELECTR. MEDIA				2,280.00

OTHER EXPENSE

	Name	# of item	Cost	Total
Professional Performance Fees	80's Gadgets & 90 Proof Country	2	7,500.00	15,000.00
Sound and Lighting Costs	Q Systems Sound	1	8,000.00	8,000.00
Sanction Fees				-
Promotional Items (eg: tshirts, rings, etc.)	4 Imprint	750	2.00	1,500.00
				-
Other: (please list)	Professional DJ	1	800.00	800.00
	Porta-pottles	10	75.00	750.00
				-
				-
				-
				-
TOTAL OTHER EXPENSE				26,050.00

TOTAL REQUEST FOR EVENT 1

46,430.00

Instructions: Please complete all areas of PINK that apply.

United Way
of
Lea County

Request for Lodgers' Tax Assistance
Contact Information

Organization	United Way of Lea County
Name of Contact	Brittany Embry
Address	320 N Shipp
City, State Zip	Hobbs, NM, 88240
Phone#/Fax#	PHONE: 575-397-2203 Ext 221 / FAX: None
email	Campaign@uwolc.org

Event Budget

		Event 1	Event 2	Event 3	Event 4	Event 5	Total	
Income	Sponsorships	15,000.00					15,000.00	
	Sales	-					-	
	Donations	250.00					250.00	
	Prior Year Carryover	-					-	
	Other (please explain)	-					-	
	Total Income	15,250.00	-	-	-	-	15,250.00	
EXPENSE (NON- LODGERS' TAX		Event 1	Event 2	Event 3	Event 4	Event 5	Total	NON - LODGERS' TAX
	Cost of Sales Items	15,000.00					15,000.00	
	Cost of Awards	-					-	
	Building/Booth Rent	-					-	
	Advertising						-	
	Printing & Mailing						-	
	Print Media						-	
	Electronic Media	300.00					300.00	
	Misc. _____ (Please explain) _____						-	
							-	
							-	
	Total NON- LODGERS' Exp.	15,300.00	-	-	-	-	15,300.00	

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total	
Printing	557.50	-	-	-	-	557.50	LODGERS' TAX
Print Media	1,800.00	-	-	-	-	1,800.00	
Electronic Media	1,240.00	-	-	-	-	1,240.00	
Other	2,600.00	-	-	-	-	2,600.00	
TOTAL LODGERS' TAX REQ. SUMMARY	6,197.50	-	-	-	-	6,197.50	

Instructions: Please complete all areas of PINK that apply. Lodgers' Tax Budget Summary must reconcile to Event Details

Lodgers' Tax Budget - Event Number 1

Event Information

Name of Event	United Way MLK Day of Service			
Date	1/17/2026			
Location	YOUR SAFE SPACE			
Description	This is an annual event that brings people from across NM to participate in the Diversity, Equity, and Inclusion event centered around Giving back. United Way pays for meals and food boxes to be distributed in a low income neighborhood.			
Expected Attendance	150	# of Overnighers	50	
Is this an annual event?	Yes	Is this a new event?	No	
PRINTING				
Posters (save-the-date) Programs	Cost	Quantity	Total	Flyers Tickets
	220.00	1	220.00	
			-	
	SUBTOTAL		220.00	
	Cost	Quantity	Total	
Mailings			-	
	1.50	225	337.50	
			-	
SUBTOTAL		337.50		
TOTAL PRINTING COSTS			557.50	
PRINT MEDIA				
Newspaper	Name	# of ads	Cost	Total
	Sunday Ad	3	400.00	1,200.00
	Weekly AD	4	150.00	600.00
	SUBTOTAL			1,800.00
Magazine/Other	Name	# of ads	Cost	Total
				-
				-
	SUBTOTAL			-
TOTAL PRINT MEDIA			1,800.00	
ELECTRONIC MEDIA				
Radio	Name	# of spots	Cost	Total
	Noalmark Radio - Ads on 4 Radio Station	16	40.00	640.00
Television	KLMA	50	8.00	400.00
				-
Social Media	Facebook ADS	1	200.00	200.00
				-
TOTAL ELECTR. MEDIA			1,240.00	
OTHER EXPENSE				
	Name	# of item	Cost	Total
Professional Performance Fees				-
Sound and Lighting Costs				-
Sanction Fees				-
Promotional Items (eg: tshirts, rings, etc.)	Shirts - Marketting	50	22.00	1,100.00
	Stickers - Marketing	500	3.00	1,500.00
Other: (please list)				-
				-
				-
				-
				-
				-
TOTAL OTHER EXPENSE			2,600.00	
TOTAL REQUEST FOR EVENT 1			6,197.50	

Downtown Improvement Association of Hobbs

Request for Lodgers' Tax Assistance
Contact Information

Organization	Downtown Improvement Association of Hobbs (DIA HOBBS)
Name of Contact	Lorena Chavarria
Address	220 W. Broadway, Suite 200
City, State Zip	Hobbs, NM 88240
Phone#/Fax#	575-263-7321
email	director@downtownhobbs.com

Event Budget

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
Income	Sponsorships						-
	Sales						-
	Donations						-
	Prior Year Carryover						-
	Other (please explain) GRAN	100,000.00	46,000.00	50,000.00			196,000.00
	Total Income	100,000.00	46,000.00	50,000.00	-	-	196,000.00

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
EXPENSE (NON- LODGERS' TAX	Cost of Sales Items	-	-	-			-
	Cost of Awards	-	3,000.00	-			3,000.00
	Building/Booth Rent	450.00	450.00	450.00			1,350.00
	Advertising	2,000.00	2,000.00	2,000.00			6,000.00
	Printing & Mailing	500.00	500.00	500.00			1,500.00
	Print Media	-	-	-			-
	Electronic Media	100.00	100.00	100.00			300.00
	Misc. Activities for Families	1,500.00	2,500.00	2,500.00			6,500.00
	(Please explain) Entertainment	15,000.00	17,000.00	3,000.00			35,000.00
							-
	Total NON- LODGERS' Exp.	19,550.00	25,550.00	8,550.00	-	-	53,650.00

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	-	-	-	-	-	-
Print Media	1,800.00	3,370.55	3,370.55	-	-	8,541.10
Electronic Media	-	-	-	-	-	-
Other	3,420.00	17,525.00	14,500.00	-	-	35,445.00
TOTAL LODGERS' TAX REQ. SUMMARY	5,220.00	20,895.55	17,870.55	-	-	43,986.10

LODGERS'
TAX

Instructions: Please complete all areas of PINK that apply. Lodgers' Tax Budget Summary must reconcile to Event Details

Lodgers' Tax Budget - Event Number 1

Event Information

Name of Event	Downtown Christmas Tree Lighting		
Date	December 2025 (exact date not known yet)		
Location	Downtown Hobbs		
Description	The Downtown Christmas Tree Lighting Ceremony will bring our community together to celebrate the holiday season while highlighting and supporting downtown businesses. The event will feature a Sip, Shop, & Stroll, inviting attendees to explore local shops, enjoy festive beverages, and experience holiday magic in the heart of downtown.		
Expected Attendance	1000	# of Overnights	0
Is this an annual event?	Yes	Is this a new event?	No

PRINTING

	Cost	Quantity	Total		Cost	Quantity	Total
Posters (save-the-date)			-	Flyers			0.00
Programs			-	Tickets			-
	SUBTOTAL				SUBTOTAL		
			-				-
Mailings			-		TOTAL PRINTING COSTS		
			-				-

PRINT MEDIA

	Name	# of ads	Cost	Total
Newspaper	Hobbs News Sun (total of 6 ads)	1	1,800.00	1,800.00
				-
	SUBTOTAL			1,800.00
Magazine/Other				-
				-
	SUBTOTAL			-
TOTAL PRINT MEDIA				1,800.00

ELECTRONIC MEDIA

	Name	# of spots	Cost	Total
Radio				-
Television				-
Social Media				-
				-
				-
TOTAL ELECTR. MEDIA				-

OTHER EXPENSE

	Name	# of item	Cost	Total
Professional Performance Fees				-
Sound and Lighting Costs				-
Sanction Fees	Giveaway "Shop Local" Tote Bags	200	15.00	3,000.00
Promotional Items (eg: tshirts, rings, etc.)	Event Cups	500	0.84	420.00
Other: (please list)				-
				-
				-
				-
				-
				-
TOTAL OTHER EXPENSE				3,420.00

TOTAL REQUEST FOR EVENT 1

5,220.00

Instructions: Please complete all areas of PINK that apply.

Lodgers' Tax Budget - Event Number 2

Event Information

Name of Event	Día de los Muertos		
Date	11/1/25		
Location	Downtown Hobbs		
Description	DIA Hobbs proposes a downtown Dia de los Muertos celebration to honor and uplift the cultural heritage of Hobbs, NM. This vibrant event will center on the traditional Mexican holiday that celebrates and remembers loved ones who have passed away through art, music, storytelling, food, and community gathering. This celebration will activate Downtown Hobbs and serve as a		
Expected Attendance	1000	# of Overnights	100
Is this an annual event?		Is this a new event?	

PRINTING

	Cost	Quantity	Total		Cost	Quantity	Total
Posters (save-the-date)			-	Flyers			0.00
Programs			-	Tickets			-
	SUBTOTAL				SUBTOTAL		
			-				-
Mailings			-		TOTAL PRINTING COSTS		
			-				-

PRINT MEDIA

	Name	# of ads	Cost	Total
Newspaper	Hobbs News Sun (21 total ads)	1	3,370.55	3,370.55
				-
	SUBTOTAL			3,370.55
Magazine/Other				-
				-
	SUBTOTAL			-
			TOTAL PRINT MEDIA	3,370.55

ELECTRONIC MEDIA

	Name	# of spots	Cost	Total
Radio				-
Television				-
Social Media				-
				-
				-
			TOTAL ELECTR. MEDIA	-

OTHER EXPENSE

	Name	# of item	Cost	Total
Professional Performance Fees	Out of Town Performers - Gabriella Mai	1	7,000.00	7,000.00
Sound and Lighting Costs	Out of Town Performers - Mariachi Del	1	\$5,000	5,000.00
Sanction Fees				-
Promotional Items (eg: t-shirts, rings, etc.)	T-Shirts	325	17.00	5,525.00
Other: (please list)				-
				-
				-
				-
				-
				-
				-
			TOTAL OTHER EXPENSE	17,525.00

TOTAL REQUEST FOR EVENT 2

20,895.55

Instructions: Please complete all areas of PINK that apply.

Lodgers' Tax Budget - Event Number 3

Event Information

Name of Event	Music & Murals								
Date	10/11/25								
Location	Downtown Hobbs								
Description	The Music and Murals Festival will transform Downtown Hobbs into a hub for public art and live entertainment. Through the creation of 11 5-Year murals and a one-day event featuring 6 live music performances, vendors, and community activities, the festival aims to support local artists, revitalize downtown, and establish Hobbs as a regional arts destination.								
Expected Attendance	1,000	# of Overnights	100						
Is this an annual event?	Yes	Is this a new event?	Yes						
PRINTING									
Posters (save-the-date) Programs Mailings	Cost	Quantity	Total	Flyers Tickets	Cost	Quantity	Total		
			-				0.00		
			-				-		
	SUBTOTAL				-	SUBTOTAL			-
			-					-	
				TOTAL PRINTING COSTS			-		
PRINT MEDIA									
Newspaper	Name	# of ads	Cost	Total					
	Hobbs News Sun (21 ads total)	1	3,370.55	3,370.55					
				-					
	SUBTOTAL			3,370.55					
Magazine/Other	Name	# of ads	Cost	Total					
				-					
				-					
	SUBTOTAL			-					
						TOTAL PRINT MEDIA	3,370.55		
ELECTRONIC MEDIA									
Radio Television Social Media	Name	# of spots	Cost	Total					
				-					
				-					
				-					
				-					
				-					
						TOTAL ELECTR. MEDIA	-		
OTHER EXPENSE									
	Name	# of item	Cost	Total					
Professional Performance Fees	Out of Town Performers - MIA ASANO	1	\$6,000	6,000.00					
Sound and Lighting Costs				-					
Sanction Fees	T-Shirts Giveaway	500	\$17	8,500.00					
Promotional Items (eg: tshirts, rings, etc.)				-					
Other: (please list)				-					
				-					
				-					
				-					
				-					
				-					
						TOTAL OTHER EXPENSE	14,500.00		
TOTAL REQUEST FOR EVENT 3						17,870.55			

Instructions: Please complete all areas of PINK that apply.

Hobbs Airfield Speedway



City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2022 - 06/30/2023

The City of Hobbs and the Hobbs City Commission wish to ensure that your events have the greatest chance of success. The following guidelines have been adopted by the City Commission to outline procedures for the annual expenditures of Lodgers' Tax funds.

1. The City of Hobbs is accountable to the City Commission for Lodgers' Tax Funds and is responsible for the placement of any orders involving expenditures of Lodgers' Tax funds. The table below details eligible & non-eligible expenses per Ordinance # 1052

Eligible	Non-Eligible
Professional Performance Fees Sound and Lighting as Related to Performance Advertising/Promotion Items Sanitation Sanction Fees	Administrative Office Overhead Website Costs Real Property Tangible Property

For internal control purposes of lodgers' tax funds, the organization must provide valid proof of expenditures and contracts. Cash transactions by the organization (eg: cash currency payments to individuals) will not be considered valid. All invoices and contracts must be legible. The Finance Department may ask the organization to provide a W-9 for a vendor, cleared check, bank statement or other documentation to determine whether or not the transaction is valid for lodgers' tax. **Note: If cancellation of an event results in a refund of any deposit, this refund must be returned to the City of Hobbs Lodgers' Tax Fund.**

2. The organization requesting Lodgers' Tax funding shall designate a representative to serve in the capacity of spokesperson for that organization. The representative or designee must make all attempts to attend the Lodgers' Tax meeting or City Commission meeting as appropriate when requesting funding to answer questions.
3. All Requests for Proposal's (RFP's) for Lodgers' Tax **annual** funding must be received by **March 18th, 2022**. (This is to include all events to occur during the period indicated above for which your organization is requesting funding.)
4. A proposed budget must be submitted with the RFP for annual Lodgers' Tax funding explaining how fees and other revenues are to be used and include a detailed list of estimated expenses for any and all events on an annual basis.
5. Event Summaries from prior year funding will be required during the annual presentation process. Event summaries should include the number in attendance, the number of overnight stays and the actual revenue and expenditures. **Any unspent funding at the end of the funding cycle (05/01/2022-06/30/2023) will revert back to the City of Hobbs Lodgers' Tax Fund. Expenses will NOT be reimbursed after August 31, 2023.**
6. In addition to the above listed criteria, organizations requesting funding may be asked to provide the following information:

- Proof of non-profit status and copy of last years IRS form 990
- Proof of agency good standing with the NM Corporation Commission
- Proof of Workers-Comp or Liability Insurance Coverage

Advertising not included in the initial request for funding is the RESPONSIBILITY AND OBLIGATION OF THE ORGANIZATION PLACING SUCH ORDER.

I have read and fully understand the above guidelines for the Lodgers' Tax Funding.

Jamal Awwad
Representative

Hobbs Airfield Speedway
Name of Organization

9/25/2025
date

Request for Lodgers' Tax Assistance
Contact Information

Organization	Hobbs Airfield Speedway
Name of Contact	Jamal Awwad
Address	529 W. Gold Ave.,
City, State Zip	Hobbs, NM 88240
Phone#/Fax#	575-631-5099
email	hobbsairfieldspeedway@gmail.com

Event Budget

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
Income	Sponsorships						-
	Sales	10,000.00					10,000.00
	Donations						-
	Prior Year Carryover						-
	Other (please explain)						-
	Total Income	10,000.00	-	-	-	-	10,000.00

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
EXPENSE (NON- LODGERS' TAX	Cost of Sales Items	6,250.00					6,250.00
	Cost of Awards	3,000.00					3,000.00
	Building/Booth Rent						-
	Advertising						-
	Printing & Mailing						-
	Print Media						-
	Electronic Media						-
	Misc. (Please explain)						-
							-
	Total NON- LODGERS' Exp.	9,250.00	-	-	-	-	9,250.00

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing		-	-	-	-	-	-
Print Media		-	-	-	-	-	-
Electronic Media		-	-	-	-	-	-
Other	Promoter David Acosta	3,500.00	-	-	-	-	3,500.00
TOTAL LODGERS' TAX REQ. SUMMARY		3,500.00	-	-	-	-	3,500.00

LODGERS'
TAX

Instructions: Please complete all areas of PINK that apply. Lodgers' Tax Budget Summary must reconcile to Event Details

Lodgers' Tax Budget - Event Number 1

Event Information

Name of Event Smoke Mayhem 2.0 Hobbs
 Date Jan,24th 2026
 Location Hobbs Airfield Speedway 5333 N, A street Hobbs NM
 Description Tailgate, Daily Driver and RWYB classes. Also we will have Burnout competition and Truck Show.

Expected Attendance	550	# of Overnights	200
Is this an annual event?	yes	Is this a new event?	

PRINTING

	Cost	Quantity	Total		Cost	Quantity	Total
Posters (save-the-date) Programs			-	Flyers Tickets			0.00
			-				-
	SUBTOTAL		-		SUBTOTAL		-
Mailings	Cost	Quantity	Total				
			-		TOTAL PRINTING COSTS		

PRINT MEDIA

Newspaper	Name	# of ads	Cost	Total
				-
				-
	SUBTOTAL			-
Magazine/Other	Name	# of ads	Cost	Total
				-
				-
	SUBTOTAL			-
			TOTAL PRINT MEDIA	-

ELECTRONIC MEDIA

	Name	# of spots	Cost	Total
Radio				-
Television				-
Social Media				-
				-
				-
TOTAL ELECTR. MEDIA				-

OTHER EXPENSE

	Name	# of item	Cost	Total
Professional Performance Fees	David Acosta Promoter	1	3,500.00	3,500.00
Sound and Lighting Costs				-
Sanction Fees				-
Promotional Items (eg: tshirts, rings, etc.)				-
Other: (please list)				-
				-
				-
				-
				-
TOTAL OTHER EXPENSE				3,500.00

TOTAL REQUEST FOR EVENT 1

3,500.00

Instructions: Please complete all areas of PINK that apply.

Lea County Commission for the Arts

Request for Lodgers' Tax Assistance
Contact Information

Organization	Lea County Commission for the Arts
Name of Contact	David Blackwood
Address	122 W. Broadway St.
City, State Zip	Hobbs, NM 88240
Phone#/Fax#	575-631-9472
email	director@lccanm.org

Event Budget

Income		Event 1	Event 2	Event 3	Event 4	Event 5	Total
	Sponsorships	21,000.00					21,000.00
	Sales						-
	Donations	250.00					250.00
	Prior Year Carryover	-					-
	Other (please explain)						-
	Total Income	21,250.00	-	-	-	-	21,250.00
		Event 1	Event 2	Event 3	Event 4	Event 5	Total
EXPENSE (NON- LODGERS' TAX	Cost of Sales Items	7,240.00					7,240.00
	Cost of Awards						-
	Building/Booth Rent						-
	Advertising	1,000.00					1,000.00
	Printing & Mailing						-
	Print Media	1,000.00					1,000.00
	Electronic Media	170.00					170.00
	Misc. _____ (Please explain) _____						-
							-
							-
	Total NON- LODGERS' Exp.	9,410.00	-	-	-	-	9,410.00

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	1,000.00	-	-	-	-	1,000.00
Print Media	1,000.00	-	-	-	-	1,000.00
Electronic Media	200.00	-	-	-	-	200.00
Other	7,210.00	-	-	-	-	7,210.00
TOTAL LODGERS' TAX REQ. SUMMARY	9,410.00	-	-	-	-	9,410.00

LODGERS'
TAX

Instructions: Please complete all areas of PINK that apply. Lodgers' Tax Budget Summary must reconcile to Event Details

Lodgers' Tax Budget - Event Number 1

Event Information

Name of Event	LCCA Dueling Piano's Fundraiser		
Date	November 21st 2025		
Location	Lea County Center for the Arts		
Description	The Dual Piano Fundraiser scheduled for November 21, organized by Lea County Center for the Arts (LCCA), features live dueling pianos providing high-energy entertainment. The event includes catered food by Joy Field, beer and wine included with tickets, and additional mocktails available for purchase. Various seating options are available, including premium tables with		

Expected Attendance	140	# of Overnights	at least 2
Is this an annual event?	Yes	Is this a new event?	Yes

PRINTING

Posters (save-the-date) Programs	Cost	Quantity	Total	Flyers Tickets	Cost	Quantity	Total
			-				
	\$5	100	500.00				
	SUBTOTAL		500.00		SUBTOTAL		500.00
	Cost	Quantity	Total				
Mailings			-	TOTAL PRINTING COSTS			1,000.00

PRINT MEDIA

Newspaper	Name	# of ads	Cost	Total
	LCCA Dueling Piano's Fundraiser	1	1,000.00	1,000.00
				-
	SUBTOTAL			1,000.00
Magazine/Other	Name	# of ads	Cost	Total
				-
				-
		SUBTOTAL		-
			TOTAL PRINT MEDIA	1,000.00

ELECTRONIC MEDIA

	Name	# of spots	Cost	Total
Radio				-
Television				-
Social Media	LCCA's Dueling Paino Fundraiser (boost)	1	200.00	200.00
				-
TOTAL ELECTR. MEDIA				200.00

OTHER EXPENSE

	Name	# of item	Cost	Total
Professional Performance Fees	Rocket Man Entertainment	1	\$6,000	6,000.00
Sound and Lighting Costs				-
Sanction Fees				-
Promotional Items (eg: tshirts, rings, etc.)	shirts for event	55	22.00	1,210.00
Other: (please list)				-
				-
				-
				-
				-
				-
TOTAL OTHER EXPENSE				7,210.00

TOTAL REQUEST FOR EVENT 1

9,410.00

Instructions: Please complete all areas of PINK that apply.



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
October 20, 2025

SUBJECT: Resolution No. 7690 - Adopting Budgetary Adjustment #1 for Fiscal Year 2025-2026

DEPT OF ORIGIN: Finance

DATE SUBMITTED: 10/9/2025

SUBMITTED BY: Deb Corral, Assistant Finance Director

Summary:

The fiscal budget of the City of Hobbs is adopted by resolution and reviewed/approved by the Department of Finance & Administration (DFA). 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.

Budget Adjustment Request (BAR) #1 is presented here with a summary of line items that require adjustment. After Commission approval, it will be forwarded to DFA for approval.

Fiscal Impact:

- Total expense increased by \$985,668.52
- Total revenue decreased by \$995,025.18
- The ending cash balance for all funds is \$107,749,315.37
- Inter-fund transfers are included in the BAR
- General Fund reserve is reduced from 46% to 36%

Attachments:

Budget Adjustment Resolution
BAR #1 Exhibit

Recommendation:

Motion to approve the resolution.

Approved By:

Toby Spears, Finance Director	10/13/2025
Toby Spears, Finance Director	10/13/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	10/13/2025

CITY OF HOBBS

RESOLUTION NO. 7690

BUDGETARY ADJUSTMENT #1
FISCAL YEAR 2025-2026

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 decreased by \$995,025.18, total expense has increased by \$985,668.52 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 20th day of October, 2025.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

City of Hobbs Final Budget
FY26 Fund Summary

dfa fund		Beginning Cash	Total Revenue	Interfund Transfer	Total Expenditures	Ending Cash	
11000	001 GENERAL	97,998,282.07	75,170,010.60	(21,141,250.63)	111,791,567.53	40,235,474.51	36%
29900	002 LAND ACQUISITION	825,074.11	830,000.00	-	100,000.00	1,555,074.11	
General Fund Subtotal		98,823,356.18	76,000,010.60	(21,141,250.63)	111,891,567.53	41,790,548.62	
20100	110 LOCAL GOV CORR	531,650.69	192,500.00	-	465,598.00	258,552.69	
21100	120 POLICE PROTECTION	83,505.95	185,000.00	-	268,505.95	-	
29900	130 P D N (parif, drug, narcotics)	1,918.75	-	-	-	1,918.75	
21700	160 Core	1,000.00	1,888,500.00	4,195,577.99	6,084,077.99	1,000.00	
21900	170 OLDER AMERICAN	1,000.00	514,415.82	953,551.96	1,325,346.35	143,621.43	
51800	180 GOLF	1,000.00	1,129,500.00	2,036,977.83	3,166,477.83	1,000.00	
50600	190 CEMETERY	1,000.00	245,250.00	1,420,762.85	1,666,012.85	1,000.00	
50400	200 AIRPORT	1,126,591.84	252,280.68	-	580,200.00	798,672.52	
30300	210 LEGISLATIVE APPROPRIATIONS	1,000.00	14,117,037.64	-	12,069,526.91	2,048,510.73	
21800	220 INTERGOVERNMENTAL GRANTS	11,521,760.12	3,300,000.00	-	14,510,072.79	311,687.33	
21400	230 LODGERS' TAX	2,089,032.25	1,850,000.00	(762,500.00)	1,895,272.24	1,281,260.01	
27000	240 LG ABATEMENT FUND (OPIOID)	724,280.49	50,000.00	-	50,000.00	724,280.49	
28000	250 CANNABIS EXCISE TAX FUND	2,701,457.32	1,128,000.00	(153,120.00)	2,850.00	3,673,487.32	
29900	270 PUBLIC TRANSPORTATION	1,000.00	3,141,838.80	400,000.00	1,812,826.84	1,730,011.96	
20900	280 FIRE PROTECTION	2,218,538.93	740,000.00	-	1,994,824.14	963,714.79	
20600	290 EMER MEDICAL SERV	3,659.62	60,000.00	-	60,000.00	3,659.62	
29900	310 LEDA	3,293,275.36	-	50,000.00	50,000.00	3,293,275.36	
21222	320 2023 Recruitment LER (Year 3 - Final)	-	187,500.00	-	187,500.00	-	
20120	330 Corrections Recruitment (Year 2)	32,778.79	112,500.00	-	145,278.79	-	
20920	340 Fire Fighter Recruitment (Year 2)	-	112,500.00	-	112,500.00	-	
Special Revenue Subtotals		24,334,450.11	29,206,822.94	8,141,250.63	46,446,870.68	15,235,653.00	
30200	370 COMM DEVE CONST	125,569.30	-	133,432.60	258,001.90	1,000.00	
39900	460 BEAUTIFICATION IMPROVEMENT	1,510,932.35	2,500,000.00	-	2,976,490.46	1,034,441.89	
39900	470 CAPITAL IMPROVEMENT FUND	-		10,000,000.00		10,000,000.00	
21600	480 STREET IMPROVEMENTS	5,949,512.40	2,576,250.00	-	6,842,123.79	1,683,638.61	
39900	490 CITY COMM. IMPROVEMENTS	14,366,957.04	2,800,000.00	(2,608,090.76)	80,000.00	14,478,866.28	
Capital Project Subtotals		21,952,971.09	7,876,250.00	7,525,341.84	10,156,616.15	27,197,946.78	
40400	510 UTILITY BOND	-	-	307,004.10	307,004.10	-	
40400	530 WASTEWATER BOND	1,989,842.96	-	2,442,796.62	2,442,796.62	1,989,842.96	
Debt Service Subtotals		1,989,842.96	-	2,749,800.72	2,749,800.72	1,989,842.96	
50200	100 SOLID WASTE	3,130,926.04	8,700,000.00	-	8,700,000.00	3,130,926.04	
39900	440 JOINT UTILITY EXTENSIONS CAPITAL PROJECT	1,000.00	250,000.00	2,474,658.16	2,724,658.16	1,000.00	
50100	600 JOINT UTILITY	1,000.00	-	8,881,164.68	8,881,164.68	1,000.00	
50100	610 JOINT UTILITY CONST	1,000.00	2,025,000.00	11,143,884.79	13,168,884.79	1,000.00	
50300	620 WASTE WATER PLANT CONST	4,279,584.05	1,308,721.30	12,749,993.92	18,337,302.27	997.00	
50300	630 JOINT UTILTIY - WASTEWATER	1,000.00	-	7,702,219.09	7,702,219.09	1,000.00	
50300	650 JOINT UTILTIY INCOME - WASTEWATER	15,546,104.12	9,320,000.00	(22,895,009.63)	42,000.00	1,929,094.49	
50100	660 JOINT UTILITY INCOME	10,682,254.30	10,041,600.00	(20,332,053.57)	-	391,800.73	
50100	680 METER DEPOSIT RES	1,896,574.16	300,000.00	-	300,000.00	1,896,574.16	
69900	690 INTERNAL SUPPLY	85,253.99	252,000.00	-	252,000.00	85,253.99	
Utility Subtotals		35,624,696.66	32,197,321.30	(275,142.56)	60,108,228.99	7,438,646.41	
69900	640 MEDICAL INSURANCE	1,313,879.19	8,053,121.28	-	7,894,400.00	1,472,600.47	
69900	670 WORKERS COMP TRUST	1,344,414.48	970,930.65	-	1,218,000.00	1,097,345.13	
69900	740 INSURANCE - RISK	3,593,320.53	2,591,000.00	-	3,011,090.00	3,173,230.53	
Internal Service Subtotal		6,251,614.20	11,615,051.93	-	12,123,490.00	5,743,176.13	
79900	700 MOTOR VEHICLE	9,881.86	6,000,000.00	-	6,000,000.00	9,881.86	
79900	710 MUNI JUDGE BOND FUND	110,452.33	-	-	-	110,452.33	
79900	720 RETIREE HEALTH INSURANCE TRUST FUND	5,872,175.43	1,080,000.00	3,000,000.00	2,058,000.00	7,894,175.43	
79900	730 CRIME LAB FUND	72,171.05	17,820.00	-	17,820.00	72,171.05	
79900	750 FORECLOSURE TRUST FUND	71.88	-	-	-	71.88	
79900	770 LIBRARY TRUST	5,717.15	3,000.00	-	3,000.00	5,717.15	
79900	780 SENIOR CITIZEN TRUST	5,725.94	1,000.00	-	1,000.00	5,725.94	
79900	790 PRAIRIE HAVEN MEM	6,731.98	-	-	-	6,731.98	
79900	800 COMMUNITY PARK TRUST	1,800.76	-	-	-	1,800.76	
79900	820 EVIDENCE TRUST FUND	223,852.13	5,000.00	-	-	228,852.13	
79900	830 HOBBS BEAUTIFUL	16,870.89	23,811.00	-	23,811.00	16,870.89	
79900	860 RETIREE RECOGNITION	1,050.08	1,500.00	-	1,500.00	1,050.08	
Trust & Agency Subtotals		6,326,501.48	7,132,131.00	3,000,000.00	8,105,131.00	8,353,501.48	
Grand Total All Funds		195,303,432.68	164,027,587.77	(0.00)	251,581,705.07	107,749,315.37	
			(995,025.18)		985,668.52		

Expense								
Fund	Org	Obj	Proj	Description	Budget before request	BAR #1 Request	Balance after request	Justification
001	010100	42601		SPECIAL PROJECTS	299,937.50	5,000.00	304,937.50	Hobbs Chambers was increase from 75,000 to 80,000 by Reso
001	010100	44901	00034	FRANCHISE FEE RIGHT OF WAY PRO	2,694,277.82	-	2,694,277.82	Requesting \$150,000 for contractors to clean up and maintain right of ways due to staffing shortages. Areas included are East Bender, West Millen, North Loop, South Grimes, and along Railroad tracks in the city. RFP in progress. (Also, Reimburse 010320-42541 for \$32,000 to replace funds used for ROW cleaning along West county Road and Seminole Hwy.)
001	010100	44901	00388	CLEANUP EFORTS	10,000.00	20,000.00	30,000.00	Expense for Chevron funds received for clean up effort
001	010110	41101		SALARIES	759,587.92	2,416.00	762,003.92	Reclass of Director position into Admin Assist & Coordinator
001	010110	41111		FICA	55,565.77	184.82	55,750.59	Reclass of Director position into Admin Assist & Coordinator
001	010110	41112		PERA	122,584.14	333.41	122,917.55	Reclass of Director position into Admin Assist & Coordinator
001	010130	42706	00001	EQUIPMENT UNDER 5000.00	-	2,960.06	2,960.06	Purchase of an additional scanner for the Clerk's Office for document scanning and archiving records into ApplicationXtender
001	010140	41101		SALARIES	755,410.24	15,328.00	770,738.24	Reclass of Accounting Specialist from 212 to 215N
001	010140	41111		FICA	57,326.08	1,172.59	58,498.67	Reclass of Accounting Specialist from 212 to 215N
001	010140	41112		PERA	121,000.89	2,115.26	123,116.15	Reclass of Accounting Specialist from 212 to 215N
001	010160	42203		DUES AND SUBSCRIPTIONS	660.00	520.00	1,180.00	Bring Dues Line Item out of Red/Pay rest of clerks/alternate Judge dues
001	010160	42601		PROFESSIONAL SERVICES	79,700.00	6,578.22	86,278.22	Bring line item out of Red from last fiscal year's billing being taken out of this year's budget after encumbrance for this fiscal year's contract.
001	010160	42706		EQUIPMENT UNDER 5000.00	-	1,500.00	1,500.00	New Chair for the Courtroom Bench
001	010170	41101		SALARIES	637,326.51	11,260.00	648,586.51	Reclass of PT Specialist position to FT Coordinator position
001	010170	41111		FICA	51,380.96	861.39	52,242.35	Reclass of PT Specialist position to FT Coordinator position
001	010170	41112		PERA	101,190.55	1,553.88	102,744.43	Reclass of PT Specialist position to FT Coordinator position
001	010170	42601		PROFESSIONAL SERVICES	267,368.60	29,419.00	296,787.60	Outside executive recruitment firm (SGR) for Police Chief
001	010208	41101		SALARIES	260,323.02	17,680.00	278,003.02	Reclass existing Admin Assistant position to vet assistant
001	010208	41111		FICA	22,704.81	1,352.52	24,057.33	Reclass existing Admin Assistant position to vet assistant
001	010208	41112		PERA	41,472.32	2,475.20	43,947.52	Reclass existing Admin Assistant position to vet assistant
001	010208	42601		BUILDING AND GROUNDS	10,000.00	29,437.03	39,437.03	HAAC improvements - Security camera for front door, food storage, east sallyport, ACO office, intake, quarentine, washroom
001	010208	42601		PROFESSIONAL SERVICES	300,000.00	11,000.00	311,000.00	update to HAAC cleaning contract (Classi Clean)
001	010209	42601		PROFESSIONAL SERVICES	414,897.57	200,000.00	614,897.57	Continued condemnations work
001	010210	43006		EQUIP OVER 5000.00	89,248.35	25,612.06	114,860.41	Update to Crossmatch fingerprint system
001	010215	41101		SALARIES	-	90,605.00	90,605.00	Budget for Hobbs Community Safety department

BAR #1 Detail

001	010215	41111		FICA	-	6,931.28	6,931.28	Budget for Hobbs Community Safety department
001	010215	41112		PERA	-	12,503.49	12,503.49	Budget for Hobbs Community Safety department
001	010215	42204		UNIFORMS	-	2,000.00	2,000.00	Budget for Hobbs Community Safety department
001	010215	42706		EQUIPMENT UNDER 5000.00	-	25,030.00	25,030.00	Budget for Hobbs Community Safety department
001	010215	43006		EQUIPMENT OVER 5000	-	7,000.00	7,000.00	Budget for Hobbs Community Safety department
001	010215	42301		Supplies - office	-	3,050.00	3,050.00	Budget for Hobbs Community Safety department
001	010215	42302		TRAVEL MEALS AND SCHOOLS	-	6,000.00	6,000.00	Budget for Hobbs Community Safety department
001	010310	42601		PROFESSIONAL SERVICES	5,000.00	65,000.00	70,000.00	Budget for Library Security services
001	010330	42357		ADVERTISING	10,000.00	15,000.00	25,000.00	FY26 Original Budget of \$10,000 has been used; additional funding being requested to fund future FY26 advertising needs with News-Sun and radio stations
001	010330	42320		SPECIAL PROG EVENTS PRIZES	3,400.00	2,500.00	5,900.00	To purchase a new Recreation Department mascot costume to increase branding, marketing, advertising, public relations and public engagement opportunities
001	010342	42321	00394	Holly Jolly Fest	30,000.00	15,000.00	45,000.00	Additional funding for Holly Jolly Fest
001	010410	41101		SALARIES	454,017.41	24,896.00	478,913.41	Recalss Deputy City Engineer position to Senior Engineer Tech and Staff Engineer/Project Manager
001	010410	41111		FICA	37,109.29	1,904.54	39,013.83	Recalss Deputy City Engineer position to Senior Engineer Tech and Staff Engineer/Project Manager
001	010410	41112		PERA	73,101.07	3,435.65	76,536.72	Recalss Deputy City Engineer position to Senior Engineer Tech and Staff Engineer/Project Manager
001	010421	41102		OVERTIME	10,000.00	10,000.00	20,000.00	Added Plumbers to payroll; already at 93% expended
001 Total						679,615.41		
160	164016	42501		BUILDING AND GROUNDS	-	2,000.00	2,000.00	Purchase of US and NM flags. Entire FY26 budget was moved to 164116.
160	164016	42210		SERVICE/MAINT. CONTRACT	5,700.00	2,500.00	8,200.00	Professional cleaning of Gymnastics and Ninja Warrior Mats. Entire FY26 budget was moved to 164116
160	164116	42501		BUILDING AND GROUNDS	65,422.70	24,000.00	89,422.70	Replace welcome desk carpet \$9000; replace all vinyl & carpet flooring from CoreKids \$15,000
160	164116	42706		EQUIP UNDER 5000.00	-	8,000.00	8,000.00	Purchase of 2(\$4000 each) handheld floor scrubbers for track and tight areas around fitness equipment
160 Total						36,500.00		
170	174017	42387	00360	ALTSD NM GROW MINI GRANT	-	10,000.00	10,000.00	Grant awarded 7/28/2025
170 Total						10,000.00		
210	214021	44901	00094	LEG APPROP - WATERLINE RPLC	-	1,500,000.00	1,500,000.00	Budget for Waterline Replacement Grant (Revenue offset)
210	214021	42601	00345	LEG APPROP - SENIOR CENTER	-	128,453.11	128,453.11	missed carryover in final budget
210	214021	44901	00392	MARLAND MILL & OVERLAY	2,000,000.00	50,000.00	2,050,000.00	Correction to grant budget
210 Total						1,678,453.11		
220	224022	44901	00054	LC - PUBLIC ART - TRAIL - EIDSON	-	100,000.00	100,000.00	Lea County award for Art on the Trail
220	224022	44901	00387	LEA COUNTY HOUSING GRANT	8,068,261.00	(2,800,000.00)	5,268,261.00	Correction - added to prelim and final budgets

BAR #1 Detail

220 Total							(2,700,000.00)		
480	484048	44901	00179	COLLEGE LANE INTERSECTION	1,321,194.57	900,000.00	2,221,194.57	To complete ROW acquisition for College Lane widening and realignment project	
480 Total							900,000.00		
600	604610	43003		VEHICLE REPLACEMENT	100,000.00	116,000.00	216,000.00	Replacement vehicle for utility mtc division due to accident	
600	604640	42402		VEHICLE MAINTENANCE	-	8,000.00	8,000.00	Failed to add in budget for 2025-2026	
600	604640	42406		TIRES AND TUBES	-	3,500.00	3,500.00	Failed to add in budget for 2025-2026	
600	604685	42715		UTILITY EQUIPMENT	200,000.00	53,600.00	253,600.00	New Sewer Liftstation SCADA solution	
600 Total							181,100.00		
630	634370	43015		UTILITY EQUIPMENT	961,695.12	200,000.00	1,161,695.12	For pump overhaul (Internal Recycle Pumps)	
630 Total							200,000.00		
Grand Total							985,668.52		

Revenue

Fund	Org	Obj	Proj	Description	Balance before request	BAR #1 Request	Balance after request	Justification
170	179999	30701	00360	ALTSD NM GROW MINI GRANT	(17,000.00)	7,000.00	(10,000.00)	reduced to match award
170 Total						7,000.00		
210	219999	30701	00094	LEG. APPROP - WATERLINE RPLC	-	(1,500,000.00)	(1,500,000.00)	Budget for Waterline Replacement Grant
210	219999	30718	00345	LEG APPROP - SENIOR CENTER	-	(161,974.82)	(161,974.82)	missed carryover in final budget
210	219999	30718	00392	MARLAND MILL & OVERLAY	(2,000,000.00)	(50,000.00)	(2,050,000.00)	Correction to grant budget
210 Total						(1,711,974.82)		
220	229999	30708	00054	LC - PUBLIC ART - TRAIL - EIDSON	-	(100,000.00)	(100,000.00)	Lea County award for Art on the Trail
220	229999	30708	00387	LEA COUNTY HOUSING GRANT	(5,600,000.00)	2,800,000.00	(2,800,000.00)	Correction - added to prelim and final budgets
220 Total						2,700,000.00		
Grand Total						995,025.18		

Transfers

Fund	Org	Obj	Proj	Description	Balance before request	BAR #1 Request	Balance after request	Justification
250	259999	30814		transfer to 1	-	153,120.00	153,120.00	From Cannabis to GF to fund Hobbs Community Safety Dept
001	019999	30875		transfer from 25	-	(153,120.00)	(153,120.00)	From Cannabis to GF to fund Hobbs Community Safety Dept
001	019999	30812		transfer to 47	-	10,000,000.00	10,000,000.00	From GF tp Capital Improvement Fund (ICIP)
470	479999	30841		transfer from 1	-	(10,000,000.00)	(10,000,000.00)	From GF tp Capital Improvement Fund (ICIP)
001	019999	30890		TRANSFER TO 16	3,659,077.99	(36,500.00)	3,622,577.99	
160	169999	30851		TRANSFER FROM 1	(3,659,077.99)	36,500.00	(3,622,577.99)	
650	659999	30822		TRANSFER TO - 63	7,502,219.09	200,000.00	7,702,219.09	
630	639999	30844		TRANSFER FROM - 65	(7,502,219.09)	(200,000.00)	(7,702,219.09)	
660	669999	30824		TRANSFER TO - 60	8,700,064.68	181,100.00	8,881,164.68	
600	609999	30845		TRANSFER FROM - 66	(8,700,064.68)	(181,100.00)	(8,881,164.68)	
						-		



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
October 20, 2025

SUBJECT: Resolution No. 7691 - Approving the Vacation Plat of a Portion of Adell Drive in the 4th Unit of Del Norte Industrial Subdivision Located in the SW1/4 of Section 6, T18S, R38E, City of Hobbs, Lea County, New Mexico

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 10/6/2025

SUBMITTED BY: Todd Randall, Assistant City Manager

Summary:

The Property Owner is requesting the Vacation of a Portion of Adell Drive in the 4th Unit of Del Norte Industrial Subdivision, Located in the SW1/4 of Section 6, T18S, R38E, City of Hobbs, Lea County, New Mexico. The City recommends retaining a drainage easement on a portion of the vacated right of way. The vacation, if approved, will allow the transfer of fee simple ownership of the vacated property to the adjacent property owner. The Planning Board reviewed the request on August 19th, 2025 and voted 4-0 to recommend approval.

Fiscal Impact:

Total usable vacated right of way 0.396 acres (17,249.76 sq.ft.)
Payment for the vacated ROW at \$2 / sq. ft. x 17,249.76 = \$34,499.52
Developer responsible for plat and filing at the Lea County Courthouse.

Attachments:

RESO - Adell Vacation Plat
Adell Drive Vacation Plat Rev02
Hobbs Good Luck QC Deed REVISED

Recommendation:

Motion to approve the resolution.

Approved By:

Todd Randall, Assistant City Manager	10/06/2025
Toby Spears, Finance Director	10/09/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	10/09/2025
Manny Gomez, City Manager	10/13/2025

CITY OF HOBBS

RESOLUTION NO. 7691

A RESOLUTION TO APPROVE THE VACATION PLAT OF A PORTION OF ADELL DRIVE IN THE 4TH UNIT OF DEL NORTE INDUSTRIAL SUBDIVISION, LOCATED IN THE SW1/4 OF SECTION 6, T18S, R38E, CITY OF HOBBS, LEA COUNTY, NEW MEXICO.

WHEREAS, the adjacent property owner is requesting the vacation of a portion of Adell Drive in the 4th unit of Del Norte Industrial Subdivision, located in the SW1/4 of Section 6, T18S, R38E, City of Hobbs, Lea County, New Mexico; and

WHEREAS, the Vacation/Replat was reviewed and approved by the City of Hobbs Planning Board at the August 19th, 2025 regular meeting;

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

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

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

PASSED, ADOPTED AND APPROVED this 20th day of October, 2025.

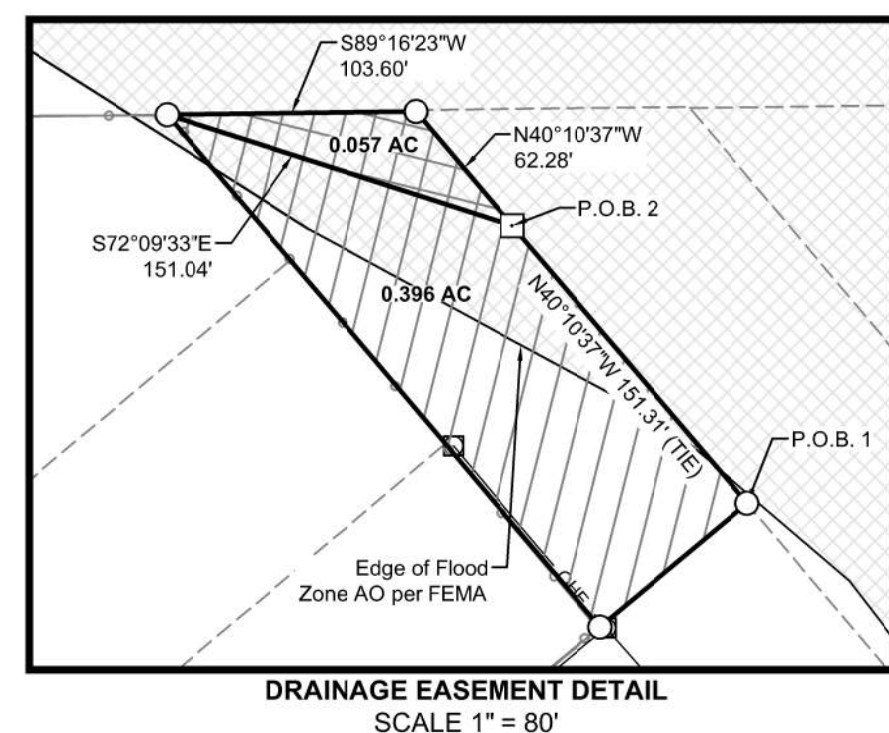
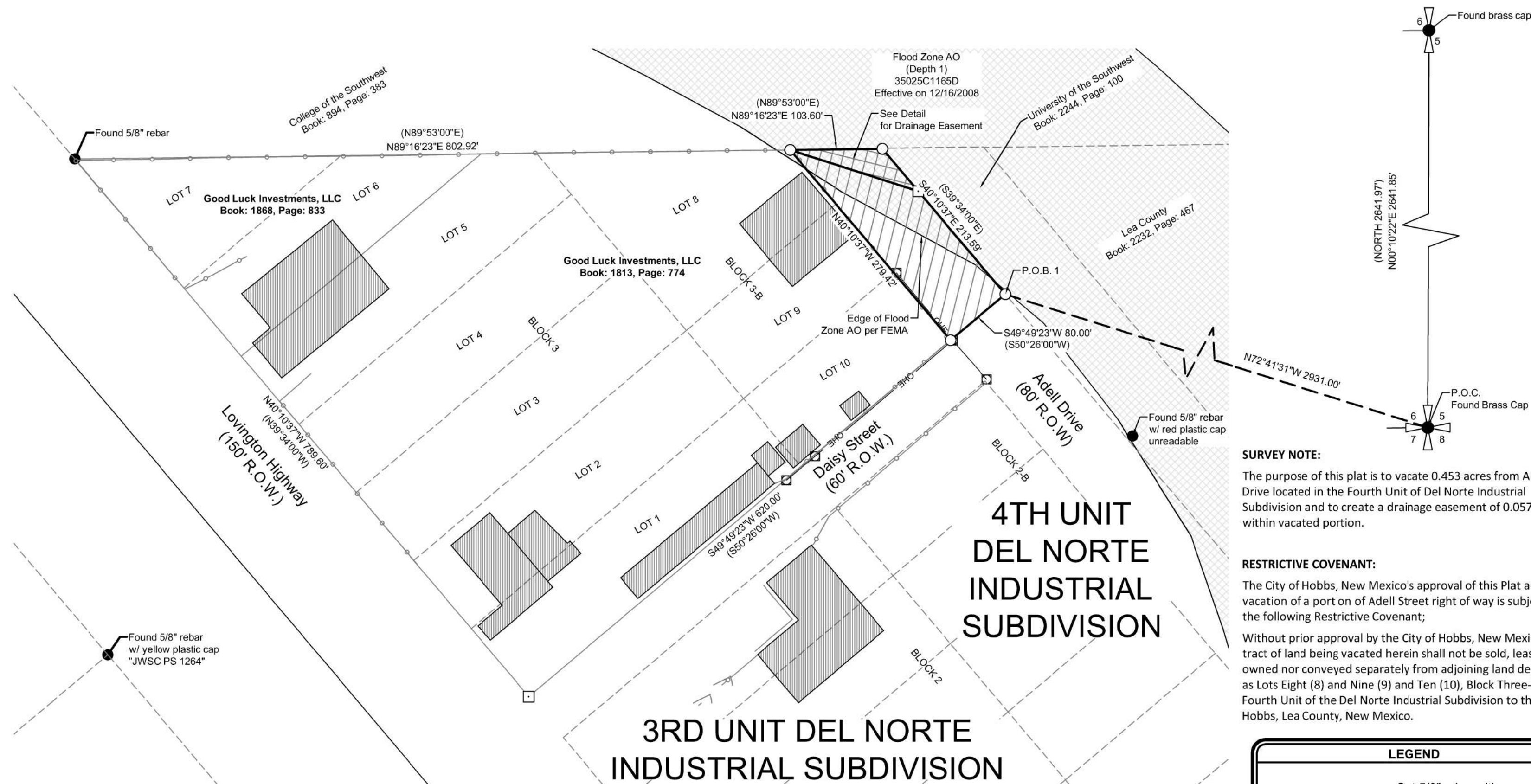
SAM D. COBB, Mayor

ATTEST:

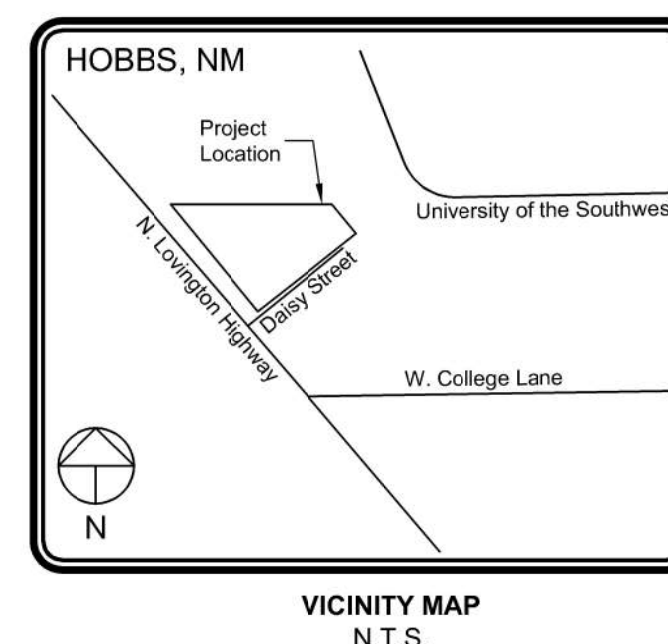
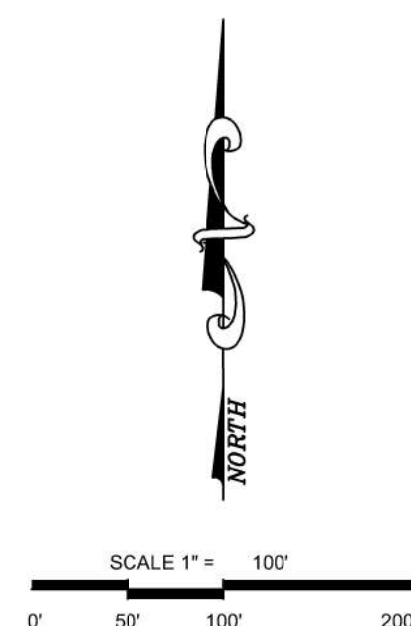
JAN FLETCHER, City Clerk

VACATION PLAT

OF A PORTION OF ADELL DRIVE IN THE 4TH UNIT OF DEL NORTE INDUSTRIAL SUBDIVISION,
LOCATED IN THE SW1/4 OF SECTION 6, T18S, R38E, N.M.P.M., CITY OF HOBBS, LEA COUNTY, NEW MEXICO



Area Table	
Adell Drive Vacation	0.453 Acres
Drainage Easement	0.057 Acres
Usable Area Purchased from City	0.396 Acres



LEGEND	
	Set 5/8" rebar with orange plastic cap marked "R MULLIKEN PS 16873"
	Found section corner
	Found quarter section corner
	Found monument as noted
	Calculated point
	Power pole
	OHE Overhead electric
	Adjacent lots
	Section line
	Property line
	Chainlink Fence
	Drainage Easement
	Vacation per this Plat
	Buildings
	Flood zone
	XX°XX'XX" XX.XX'
	(XX°XX'XX" XX.XX')

SURVEY NOTE:

The purpose of this plat is to vacate 0.453 acres from Adell Drive located in the Fourth Unit of Del Norte Industrial Subdivision and to create a drainage easement of 0.057 acres within vacated portion.

RESTRICTIVE COVENANT:

The City of Hobbs, New Mexico's approval of this Plat and the vacation of a portion of Adell Street right of way is subject to the following Restrictive Covenant;

Without prior approval by the City of Hobbs, New Mexico, the tract of land being vacated herein shall not be sold, leased, owned nor conveyed separately from adjoining land described as Lots Eight (8) and Nine (9) and Ten (10), Block Three-B (3-B), Fourth Unit of the Del Norte Industrial Subdivision to the City of Hobbs, Lea County, New Mexico.

PETTIGREW & ASSOCIATES PA
ENGINEERING | SURVEYING | CONSTRUCTION SERVICES
DEFINING QUALITY SINCE 1965
100 E. Navajo Drive Suite 100 Hobbs, NM 88240
T 575 393 9827 F 575 393 1543 Pettigrew.us

PROJECT SURVEYOR: R. Mulliken
DRAWN BY: C. Ortiz



INDEXING INFORMATION FOR COUNTY CLERK

OWNER:
City of Hobbs

LOCATION:
THE SW1/4 OF SECTION 6, T18S, R38E,
N.M.P.M., CITY OF HOBBS,
LEA COUNTY, NEW MEXICO

REVISIONS

No.	DATE	DESCRIPTION

State of New Mexico, County of _____,
I hereby certify that this instrument was filed for
record on:

The _____ Day of _____,
20 _____ A.D.

At _____ O'Clock _____ M.

Cabinet _____ Slide _____

Book _____ Page _____

By _____,
County Clerk

By _____,
Deputy

Vacation Plat
OF
A Portion of
Adell Drive
FOR
Dwayne Taylor

PROJECT NUMBER:
2025.1205

SHEET: 1 of 2
SU - 101

VACATION DESCRIPTION - CITY OF HOBBS TO GOOD LUCK INVESTMENTS, LLC

A tract of land located in the SW1/4 of Section 6, T18S, R38E, N.M.P.M., City of Hobbs, Lea County, New Mexico, also a portion of Adell Drive located in The Fouth Unit of Del Norte Industrial Subdivision and being more particularly described by metes and bounds as follows:

Commencing at a found brass cap, being used as the southeast corner of Section 6; then N72°41'31"W 2931.00 feet to the **Point of Beginning (P.O.B. 1)**; thence S49°49'23"W 80.00 feet; thence N40°10'37"W 279.42 feet along the west right-of-way line of Adell Drive (80ft wide); thence N89°16'23"E 103.60 feet; thence S40°10'37"E 213.59 feet to the **Point of Beginning** containing 0.453 acres, more or less.

DRAINAGE EASEMENT DESCRIPTION RESERVED BY THIS PLAT UNTO THE CITY OF HOBBS

A tract of land located in the SW1/4 of Section 6, T18S, R38E, N.M.P.M., City of Hobbs, Lea County, New Mexico and being more particularly described by metes and bounds as follows:

Commencing at a found brass cap, being used as the southeast corner of Section 6; then N72°41'31"W 2931.00 feet; then N40°10'37"W 151.31 feet to the **Point of Beginning (P.O.B. 2)**; thence N40°10'37"W 62.28 feet; thence S89°16'23"W 103.60 feet; thence S72°09'33"E 151.04 feet to the **Point of Beginning** containing 0.057 acres, more or less.

CERTIFICATE OF SURVEY

I, Richard L. Mulliken New Mexico Professional Surveyor, hereby certify that this Vacation Plat and Easement was prepared from an actual ground survey performed by me or under my direct supervision, that this survey is true and correct to the best of my knowledge and belief. I further certify that this Vacation Plat and Easement and the field survey upon which it is based meet the Minimum Standards for Surveying in New Mexico.

Richard L. Mulliken NMPS #16873 Date

OWNERS STATEMENT AND AFFIDAVIT

State of New Mexico
County of Lea

The undersigned first duly sworn on oath, state: On behalf of the owners and proprietors we have of our own free will and consent caused this plat with its tracts to be platted. The property described on this plat lies within the platting jurisdiction of City of Hobbs.

By Good Luck Investments, LLC, Dwayne Taylor

ACKNOWLEDGMENT

State of New Mexico:
County of Lea:

On this day of , 20 , before me, Dwayne Taylor, Manager on behalf of Good Luck Investments, LLC, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal the day and year last above written.

My Commission Expires: .

Notary Public .

CERTIFICATE OF APPROVAL BY THE CITY PLANNING BOARD:

This Vacation Plat reviewed and approved on the 19th day of August, 2025 A.D., by the City Planning and Zoning Board of Hobbs, Lea County, New Mexico.

Chairman: William M. Hicks III

ACKNOWLEDGMENT

State of New Mexico:
County of Lea:

This instrument was acknowledged before me this day of , 2025 A.D., by William M Hicks III.

Notary Public .

CERTIFICATE OF MUNICIPAL APPROVAL

Jan Fletcher the duly appointed and acting city clerk of the City of Hobbs, Lea County, New Mexico, do hearby certify that the foregoing street Right-of-Way Vacation of a portion of Adell Street within the 4th Unit of Del Norte Industrial Subdivision by the City of Hobbs, New Mexico, was approved by the the Commission of the City of Hobbs by Resolution No. on the day of , 2025 A.D.

Jan Fletcher, City Clerk

ACKNOWLEDGMENT

State of New Mexico:
County of Lea:

This instrument was acknowledged before me this day of , 2025 A.D., by Jan Fletcher.

Notary Public .



PETTIGREW
& ASSOCIATES PA

ENGINEERING | SURVEYING | CONSTRUCTION SERVICES

DEFINING QUALITY SINCE 1965

100 E. Navajo Drive

Suite 100

T 575 393 9827

Hobbs, NM 88240

F 575 393 1543

Pettigrew.us

PROJECT SURVEYOR: R. Mulliken
DRAWN BY: C. Ortiz



INDEXING INFORMATION
FOR COUNTY CLERK

OWNER:
City of Hobbs

LOCATION:
THE SW1/4 OF SECTION 6, T18S, R38E,
N.M.P.M., CITY OF HOBBS,
LEA COUNTY, NEW MEXICO

REVISIONS		
No.	DATE	DESCRIPTION

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

The Day of ,
20 A.D.

At O'Clock ,M.
Cabinet Slide
Book Page

By ,
County Clerk

By ,
Deputy

Vacation Plat
OF
A Portion of
Adell Drive
FOR
Dwayne Taylor

PROJECT NUMBER:
2025.1205

SHEET: 2 of 2
SU - 102

AFTER RECORDING RETURN TO:
Good Luck Investments, LLC
6610 Lovington Highway
Hobbs, New Mexico 88240

QUIT CLAIM DEED

The City of Hobbs, a New Mexico municipal corporation (hereafter referred to as “**Grantor**”) hereby quitclaims to **Good Luck Investments, LLC, a New Mexico limited liability company** (hereafter referred to as “**Grantee**”) whose address is 6610 Lovington Highway, Hobbs, New Mexico 88240 the real estate described as follows;

SURFACE TITLE ONLY TO:

A tract of land located in the SW1/4 of Section 6, T18S, R38E, N.M.P.M., City of Hobbs, Lea County, New Mexico, also a portion of Adell Drive located in The Fourth Unit of Del Norte Industrial Subdivision and being more particularly described by metes and bounds as follows: Commencing at a found brass cap, being used as the southeast corner of Section 6; then N72°41'31"W 2931.00 feet to the Point of Beginning (P.O.B. 1); thence S49°49'23"W 80.00 feet; thence N40°10'37"W 279.42 feet along the west right-of-way line of Adell Drive (80ft wide); thence N89°16'23"E 103.60 feet; thence S40°10'37"E 213.59 feet to the Point of Beginning containing 0.453 acres, more or less (hereafter referred to as the “**Vacated Land**”)

SUBJECT TO AND RESERVING unto The City of Hobbs, a New Mexico municipal corporation a **Drainage Easement** described as follows;

A tract of land located in the SW1/4 of Section 6, T18S, R38E, N.M.P.M., City of Hobbs, Lea County, New Mexico and being more particularly described by metes and bounds as follows: Commencing at a found brass cap, being used as the southeast corner of Section 6; then N72°41'31"W 2931.00 feet; then N40°10'37"W 151.31 feet to the Point of Beginning (P.O.B. 2); thence N40°10'37"W 62.28 feet; thence S89°16'23"W 103.60 feet; thence S72°09'33"E 151.04 feet to the Point of Beginning containing 0.057 acres, more or less.

FURTHER SUBJECT TO A RESTRICTIVE COVENANT set forth on Exhibit “A” attached hereto and made a part hereof.

Witness its hand and seal on _____, 2025.

**The City of Hobbs,
a New Mexico municipal corporation**

By: _____

Sam D. Cobb, Mayor

STATE OF NEW MEXICO)
)ss
COUNTY OF LEA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by **Sam D. Cobb, Mayor on behalf of The City of Hobbs, a New Mexico municipal corporation.**

My Commission Expires: _____

Notary Public

RESTRICTIVE COVENANT

My Commission Expires: _____
Notary Public



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
October 20, 2025

SUBJECT: PUBLICATION: Proposed Ordinance Annexing Certain Contiguous Territory Including a Portion of the Green Meadows Subdivision, Lea County, New Mexico, into the Corporate Limits of the City of Hobbs

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 10/8/2025

SUBMITTED BY: Todd Randall, Assistant City Manager

Summary:

The attached draft ordinance proposes the annexation of approximately +/- 2.44 acres located within Section 17, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico, generally described as a portion of the Green Meadows Subdivision, including portions of Maple Drive and Scenic Drive. The annexation includes both property voluntarily petitioned by the majority landowner and an adjacent tract proposed by the City to maintain contiguity and ensure uniform service boundaries.

The proposed annexation area is contiguous to the existing City limits and currently has access to municipal water and sewer infrastructure along the adjacent roadway corridor. Approval of this item will authorize publication of the ordinance title in accordance with NMSA 1978, § 3-7-15, and establish the public hearing date of November 17, 2025, at which time the City Commission may consider formal adoption of the ordinance following required notice and comment procedures.

Fiscal Impact:

The annexation is expected to have a minimal but positive fiscal impact. The property already has access to City water and sewer, requiring no new infrastructure investment. Modest revenue from property and service taxes will be realized with no significant increase in operating costs. Properties along Maple St are proposed to extend water and sewer for new housing development.

Attachments:

ORDINANCE - Brenda Gomez - Green Meadows annexation
25265 MAPLE STREET ANNEX_10-8-25
Petition for Annexation
9-16-2025 minutes

Recommendation:

Motion to approve the Publication of the Ordinance

Approved By:

Manny Gomez, City Manager	10/08/2025
Toby Spears, Finance Director	10/08/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	10/09/2025
Manny Gomez, City Manager	10/13/2025

CITY OF HOBBS
ORDINANCE NO. _____.

**AN ORDINANCE ANNEXING CERTAIN CONTIGUOUS TERRITORY INCLUDING A
PORTION OF THE GREEN MEADOWS SUBDIVISION, LEA COUNTY, NEW MEXICO,
INTO THE CORPORATE LIMITS OF THE CITY OF HOBBS**

WHEREAS, the owner of a majority of the property within the territory described herein has petitioned the City of Hobbs to annex said property pursuant to NMSA 1978, § 3-7-17; and

WHEREAS, the City Commission of the City of Hobbs further finds it in the public interest to annex an additional contiguous tract of land within the same general area, including public right-of-way segments of Scenic Drive, in accordance with NMSA 1978, § 3-7-15; and

WHEREAS, the territory proposed for annexation is contiguous to the existing corporate limits of the City of Hobbs and consists of approximately 2.44 acres, more or less, located within Section 17, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico; and

WHEREAS, the property proposed for annexation already has access to existing City water and sanitary sewer infrastructure located within or immediately adjacent to the Lovington Hwy and Scenic Drive roadway corridors, ensuring that full municipal services can be extended along Maple Drive; and

WHEREAS, the Hobbs Planning Board conducted a public meeting on September 16, 2025, and after review and discussion voted 5-0 to recommend approval of the proposed annexation; and

WHEREAS, the City Commission, having provided the required twenty (20)-day notice by publication and certified mail to affected property owners and having held a duly advertised public hearing, finds that annexation of the territory described herein will promote orderly growth, provide consistent service delivery, and protect the health, safety, and welfare of the community.

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

1. Annexation Approved

The annexation of the territory described upon the Annexation Plat attached hereto as Exhibit "A" and incorporated herein by reference is hereby approved and declared to be within the corporate limits of the City of Hobbs, New Mexico.

2. Municipal Services

The City of Hobbs confirms that municipal water and sewer lines are available within or immediately adjacent to Lovington Hwy and Scenic Drive corridors serving the annexed area, and that the City is prepared to provide other municipal services including police, solid waste collection, street maintenance, and code enforcement.

3. Filing and Recording

The City Clerk shall file a certified copy of this Ordinance and the Annexation Plat with the Lea County Clerk, and shall transmit copies to the New Mexico Department of Finance and Administration (Local Government Division) and the New Mexico Secretary of State.

4. Effective Date

This Ordinance shall become effective thirty (30) days after adoption and publication, subject to referendum as provided by the Hobbs City Charter and applicable state law.

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

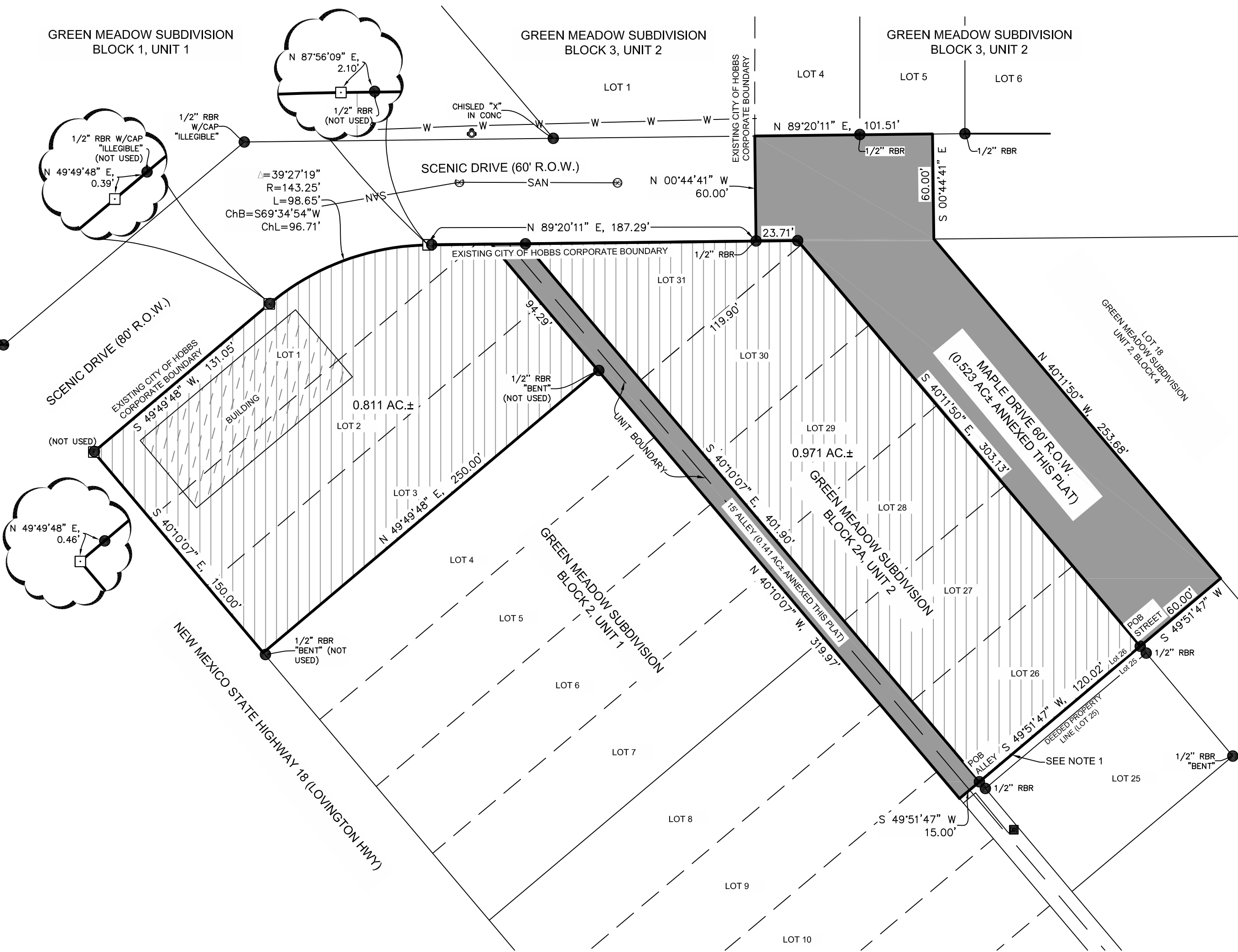
SAM D. COBB, MAYOR

ATTEST:

JAN FLETCHER, CITY CLERK

GREEN MEADOW SUBDIVISION ANNEXATION TO THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO

THE FOREGOING PLAT TO ANNEX LOTS 1-3, BLOCK 2, FIRST UNIT,
LOTS 26-31, BLOCK 2A, SECOND UNIT AND ADJACENT STREETS AND ALLEYS
OF THE GREEN MEADOW SUBDIVISION, LEA COUNTY, NEW MEXICO.



NOTES

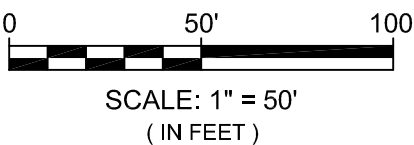
1)THE DEED RECORDED FOR LOT 25, BLOCK 2A, GREEN MEADOW SUBDIVISION, UNIT 2 IN BOOK 1858, PAGE 639, LEA COUNTY RECORDS, LEA COUNTY, NEW MEXICO DESCRIBES ONLY THE SOUTH 55 FEET OF LOT 25, LEAVING A 5 FOOT VACANCY ON NORTH SIDE OF LOT.

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°37'45.1" AT A FOUND 1/2 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "JWSC PS 12641" FRO THE NORTHWEST CORNER OF LOT 31, BLOCK 2A, GREEN MEADOW SUBDIVISION, UNIT 2 LOCATED AT N 639167.64', E 898973.42'. DISTANCES SHOWN HEREON ARE IN GROUND AND WERE OBTAINED BY APPLYING A COMBINED GRID TO GROUND SCALE FACTOR OF 1.00011363 AT N:0.00 E:0.00.



GRAPHIC SCALE



ANNEXATION LEGAL DESCRIPTIONS

-LOTS 1-3, BLOCK 2, FIRST UNIT, GREEN MEADOW SUBDIVISION, LEA COUNTY, NEW MEXICO. SAID TRACT OF LAND CONTAINING 0.811 ACRES, MORE OR LESS.

-LOTS 26-31, BLOCK 2A, SECOND UNIT, GREEN MEADOW SUBDIVISION, LEA COUNTY, NEW MEXICO. SAID TRACT CONTAINING 0.971 ACRES, MORE OR LESS.

-A PORTION OF MAPLE DRIVE AND SCENIC DRIVE LOCATED WITHIN THE SECOND UNIT, GREEN MEADOW SUBDIVISION, LEA COUNTY, NEW MEXICO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR WITH CAP MARKED "JWSC PS 12641" FOUND FOR THE NORTHEAST CORNER OF LOT 26, BLOCK 2A, SECOND UNIT, GREEN MEADOW SUBDIVISION, LEA COUNTY, NEW MEXICO; THENCE N.40°11'50"W. ALONG THE WEST RIGHT WAY LINE OF MAPLE DRIVE, A DISTANCE OF 303.13 FEET TO A 1/2" REBAR WITH CAP MARKED "JWSC PS 12641" FOUND FOR THE NORTHEAST CORNER OF LOT 31, BLOCK 2A, SECOND UNIT, GREEN MEADOW SUBDIVISION, LEA COUNTY, NEW MEXICO AND A CORNER OF THIS TRACT; THENCE S.89°20'11"W. ALONG THE SOUTH RIGHT OF WAY LINE OF SCENIC DRIVE, A DISTANCE OF 23.71 FEET TO A 1/2" REBAR FOUND ON THE SOUTH RIGHT OF WAY LINE OF SCENIC DRIVE FOR A CORNER OF THIS TRACT; THENCE N.00°44'41"W., 60.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF SCENIC DRIVE FOR A CORNER OF THIS TRACT; THENCE N.89°20'11"E. ALONG SAID NORTH RIGHT OF WAY LINE OF SCENIC DRIVE, A DISTANCE OF 101.51 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE S.00°44'41"E., 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCENIC DRIVE AND THE EAST RIGHT OF WAY LINE OF MAPLE DRIVE, ALSO BEING THE NORTHWEST CORNER OF LOT 18, BLOCK 4, SECOND UNIT, GREEN MEADOW SUBDIVISION, LEA COUNTY, NEW MEXICO; THENCE S.40°11'50"E. ALONG SAID EAST RIGHT OF WAY LINE OF MAPLE DRIVE, A DISTANCE OF 253.68 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAPLE DRIVE FOR A CORNER OF THIS TRACT; THENCE S.49°51'47"W., 60.00 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 0.523 ACRES, MORE OR LESS.

-A PORTION OF ALLEY LOCATED WITHIN THE SECOND UNIT, GREEN MEADOW SUBDIVISION, LEA COUNTY, NEW MEXICO BEING ADJACENT TO LOTS 26-31, BLOCK 2A, SECOND UNIT, GREEN MEADOW SUBDIVISION, LEA COUNTY, NEW MEXICO AND A PORTION OF ALLEY LOCATED WITHIN THE FIRST UNIT, GREEN MEADOW SUBDIVISION, LEA COUNTY, NEW MEXICO BEING ADJACENT TO LOTS 2-10, BLOCK 2, FIRST UNIT, GREEN MEADOW SUBDIVISION, LEA COUNTY, NEW MEXICO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR WITH CAP MARKED "JWSC PS 12641" FOUND FOR THE SOUTHWEST CORNER OF LOT 26, BLOCK 2A, SECOND UNIT, GREEN MEADOW SUBDIVISION, LEA COUNTY, NEW MEXICO AND FOR THE NORTHEAST CORNER OF THIS TRACT; THENCE S.49°51'47"W., AT A DISTANCE OF 7.5 FEET TO THE NORTHERLY LINE OF THE FIRST UNIT, GREEN MEADOW SUBDIVISION, LEA COUNTY, NEW MEXICO, CONTINUING FOR A TOTAL DISTANCE OF 15.00 FEET TO A POINT ON THE NORTH LINE OF LOT 10, BLOCK 2, FIRST UNIT, GREEN MEADOW SUBDIVISION, LEA COUNTY, NEW MEXICO FOR THE SOUTHWEST CORNER OF THIS TRACT; THENCE N.40°10'07"W., ALONG SAID NORTH LINE OF LOTS 2-10, BLOCK 2, FIRST UNIT, GREEN MEADOW SUBDIVISION, LEA COUNTY, NEW MEXICO, A DISTANCE OF 414.26 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCENIC DRIVE FOR THE NORTHWEST CORNER OF THIS TRACT; THENCE S.89°20'11"W., ALONG SAID SOUTH RIGHT OF WAY LINE OF SCENIC DRIVE, AT A DISTANCE OF 9.72 FEET TO THE NORTHERLY LINE OF THE FIRST UNIT, GREEN MEADOW SUBDIVISION, LEA COUNTY, NEW MEXICO, CONTINUING FOR A TOTAL DISTANCE OF 19.72 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCENIC DRIVE, BEING THE NORTHWEST CORNER OF LOT 31, BLOCK 2A, SECOND UNIT, GREEN MEADOW SUBDIVISION, LEA COUNTY, NEW MEXICO; FOR THE NORTHEAST CORNER OF THIS TRACT; THENCE S.40°10'07"E. ALONG SAID SOUTH LINE OF LOTS 26-31, BLOCK 2A, SECOND UNIT, GREEN MEADOW SUBDIVISION, LEA COUNTY, NEW MEXICO, A DISTANCE OF 401.90 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 0.141 ACRES, MORE OR LESS.

CERTIFICATE OF APPROVAL BY THE CITY PLANNING BOARD:

THE PLAT, RESTRICTIONS, AND DEDICATION APPROVED AND ACCEPTED THE 16TH DAY OF SEPTEMBER, 2025 A.D. BY THE CITY PLANNING BOARD OF HOBBS, NEW MEXICO.

CHAIRMAN: WILLIAM M. HICKS, III

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
COUNTY OF LEA

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

NOTARY PUBLIC

CERTIFICATE OF MUNICIPAL APPROVAL

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

JAN FLETCHER, CITY CLERK

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2025. BY JAN FLETCHER.

NOTARY PUBLIC

SURVEYOR'S CERTIFICATION

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

EVAN J. POINTER, N.M. P.S29968

DATE



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

TYPE OF SURVEY:

ANNEXATION PLAT

PROJECT NAME:

MAPLE STREET
ANNEXATION

CLIENT:

BRENDA GOMEZ &
CITY OF HOBBS

PROJECT NUMBER:

25265

RELATED PROJECT #24209

PROJECT SURVEYOR:

Evan J. Pointer, PS

DRAWN BY:

Kendall Goad

INDEXING INFORMATION
FOR COUNTY CLERK

OWNER:

Berry & Gomez, LLC
City of Hobbs

LOCATION:

Lots 1-3, Blk 2, Unit 1 & Lots 26-31, Blk 2A,
Unit 2, Green Meadows Subdivision
Sec. 17, T-18-S, R-38-E, 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

- FND 1/2" RBR W/ CAP MARKED "JWSC PS 12641" UNLESS OTHERWISE NOTED
- WATER METER
- ⊗ MANHOLE
- ⚡ FIRE HYDRANT
- W — WATER LINE
- SAN — SANITARY SEWER
- ▬ RIGHT OF WAY ANNEXED THIS PLAT
- ▨ LOT ANNEXED THIS PLAT

SHEET:
1 of 1
SU - 101

PETITION FOR ANNEXATION

COMES NOW, Berry & Gomez LLC (PETITIONER), and petitions the governing body of the City of Hobbs for its consent by ordinance for the annexation of that portion of Green Meadows Subdivision to the City of Hobbs, more particularly described as follows:

A TRACT OF LAND TO ANNEX A PORTION OF MAPLE DRIVE AND SCENIC DRIVE LOCATED WITHIN THE GREEN MEADOW SUBDIVISION, N.M.P.M., LEA COUNTY, NEW MEXICO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" REBAR WITH CAP MARKED "POINTER PS 29968" FOUND FOR THE NORTHEAST CORNER OF LOT 26, UNIT 2, BLOCK 2A, GREEN MEADOW SUBDIVISION; THENCE N.40°11'11"W. ALONG THE WEST RIGHT WAY LINE OF MAPLE DRIVE, A DISTANCE OF 303.13 FEET TO A 5/8" REBAR WITH CAP MARKED "POINTER PS 29968" FOUND FOR THE NORTHEAST CORNER OF LOT 31, UNIT 2, BLOCK 2A, GREEN MEADOW SUBDIVISION; THENCE S.89°20'11"W. ALONG THE SOUTH RIGHT OF WAY LINE OF SCENIC DRIVE, A DISTANCE OF 23.71 FEET TO A 1/2" REBAR FOUND ON THE SOUTH RIGHT OF WAY LINE OF SCENIC DRIVE; THENCE N.00°39'04"W., 59.90 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF SCENIC DRIVE; THENCE N.89°20'56"E. ALONG THE NORTH RIGHT OF WAY LINE OF SCENIC DRIVE, A DISTANCE OF 102.32 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE S.00°39'04"E., 60.17 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAPLE DRIVE BEING THE NORTH CORNER OF LOT 18, UNIT 2, BLOCK 4, GREEN MEADOW SUBDIVISION; THENCE S.40°11'11"E. ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 253.47 FEET TO A POINT FOR A TRACT OF THIS TRACT; THENCE S.49°51'47"W., 60.00 FEET TO THE POINT OF BEGINNING.

REFER TO ATTACHED MAP & DEED

and Petitioner states in support of such Petition, pursuant to Section 3-7-17.1 of the New Mexico Statutes Annotated (1978) that:

1. The property petitioner wishes to be annexed and the real property is contiguous to the present municipal boundary of the City of Hobbs.
2. The petitioner is owner of a majority of the number of acres in the proposed annexation territory.
3. An Annexation Plat is attached hereto showing the boundaries of the real property proposed for annexation and the relationship of such property to the present municipal boundaries of the City of Hobbs.

Petitioner: Berry & Gomez LLC

By: Brenda

Its: Managing Member

10.8.2025

Date

**PLANNING BOARD REGULAR MEETING
MINUTES
SEPTEMBER 16, 2025**

The Hobbs Planning Board met on September 16, 2025, at 10:00 a.m. at the City of Hobbs Annex Building, First Floor Commission Chambers, located at 200 E. Broadway, Hobbs, NM 88240 with Mr. Guy Kesner, Vice Chairman, presiding.

Members Present:

Guy Kesner, Vice Chairman
Brett Drennan
Larchinee Turner
Bill Ramirez
Ben Donahue

Members Absent

W.M. "Tres" Hicks, Chairman
Brett Clay

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

Todd Randall, Assistant City Manager	Anthony Henry, City Engineer
April Hargrove, Engineering Assistant	John Portulano, Lea County Planner
Medjine Desrosiers-Douyon, Deputy City Attorney	
9 Citizen(s)	

Call to Order and Roll Call

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

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

Mr. Kesner called the meeting to order at 10:00 a.m.

1.) Review and Consider Approval of Agenda

The first item of business was to review and approve the agenda for the September 16, 2025, regular meeting. Mr. Kesner asked if there were any additions or changes to the agenda. Mr. Randall stated there were no changes. Ms. Turner made a motion, seconded by Mr. Ramirez to approve the agenda as presented. The vote on the motion was 5-0, and the motion carried.

2.) Review and Consider Approval of Minutes

Mr. Kesner asked if everyone had a chance to read the Regular Meeting Minutes from August 19, 2025. Mr. Ramirez made a motion, seconded by Mr. Drennan to approve the Regular Meeting Minutes as presented. The vote was recorded as follows: Ramirez yes, Kesner yes, Clay absent, Donahue yes, Turner yes, Drennan yes, Hicks absent. The vote on the motion was 5-0 and the motion carried.

section roadway requirement (block length); a variance to not project Morales and DeBaca Streets at this time; a variance to defer the half-section line on the south side; and dedication of a full 60-foot easement for Fowler Street along the east side of the property.

Mr. Donahue made a motion to approve the subdivision with the highlighted variances and conditions, seconded by Mr. Ramirez. The vote on the motion was 5-0 and the motion carried.

6) Review and Consider Maple Street Annexation in Green Meadow Subdivision

Mr. Randall stated this is the Maple Street Annexation in Green Meadow Subdivision. He explained that this case was somewhat unusual, as it initially appeared the City was only annexing the roadway. He clarified that the request involves Green Meadows, which is currently an unincorporated “island” surrounded by City limits. Mr. Randall explained that Grimes and Millen Streets are already within City limits, so there is no access to Green Meadows without traveling through the City. He further explained the island was historically created when the City annexed only the right-of-way for Millen, which should not have left Green Meadows unincorporated.

Mr. Randall stated that Ms. Brenda Gomez, present in the audience, owns Lots 26–31 in Green Meadows and has petitioned to annex her property. He explained that per state requirements, when a property is annexed, the adjacent right-of-way must also be annexed. In this case, that includes Maple Drive and the alley. Mr. Randall noted that, in the long term, the City intends to annex all of Green Meadows to eliminate confusion. Future annexations may involve State Land, Game and Fish (which owns the lake), and Del Norte (which owns property to the north).

Mr. Randall stated that Ms. Gomez’s request covers her lots, with the possibility of a subdivision that would require full improvements including water, sewer, and roadway. He stated that Lot 2, currently used primarily as an event barn, may also be force-annexed by the City Commission if necessary.

Mr. Randall noted that the water and sewer can be extended to serve the properties along Maple Street.

In response to Ms. Turner’s question, Mr. Randall explained that the annexation must ultimately be adopted by ordinance at the City Commission level, which will include public notice and comment.

Mr. Ramirez made a motion to recommend the requested annexation to the City Commission for approval, seconded by Ms. Turner. The vote on the motion was 5-0 and the motion passed.

7) Review and Consider a Development agreement with Grimes Land Co. for City Drainage Basin and extension of public infrastructure

Mr. Randall stated this is a development agreement with Grimes Land Company for City drainage basin and extension of public infrastructure. He stated the Planning Board had



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
October 20, 2025

SUBJECT: Resolution No. 7692 - Approving the Final Plat of the Trinity Estates Subdivision, Unit Three to the City of Hobbs, Lea County, New Mexico

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 10/8/2025

SUBMITTED BY: Todd Randall, Assistant City Manager

Summary:

Stuard Development, LLC has submitted the Final Plat for *Trinity Estates Subdivision, Unit Three*. The subdivision consists of residential lots located within the City's growth boundary and has been designed in accordance with the City of Hobbs Unified Development Code. The Planning Board held a special meeting on October 13, 2025, to review the subdivision and voted to recommend approval to the City Commission.

The Engineer of Record has provided certification that all required public improvements have been completed, except for the Del Norte Parkway Extension, which is being partially funded by the City through a separate Development Agreement. The remaining work is under contract and scheduled to be completed consistent with the approved phasing and funding agreement.

Fiscal Impact:

Approval of the Final Plat will dedicate new public infrastructure, including streets, water, sewer, and drainage improvements, to the City of Hobbs for long-term maintenance. The City will assume future costs for street resurfacing, utility maintenance, and general infrastructure upkeep within the subdivision once warranty periods have expired (1 year).

No immediate budgetary impact is anticipated other than the City's existing commitment to participate in the Del Norte Parkway Extension under the previously approved Development Agreement. Over time, the subdivision will generate additional property-tax revenue and utility-service fees, which will partially offset long-term maintenance costs.

Attachments:

RESO - TRINITY UNIT 3
Trinity Estates Unit Three

Sign Off Letter Unit 3
TRINITY ESTATES DNP UNIT 3 amount remaining

Recommendation:

Motion to approve the resolution.

Approved By:

Todd Randall, Assistant City Manager	10/09/2025
Toby Spears, Finance Director	10/09/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	10/13/2025
Manny Gomez, City Manager	10/13/2025

CITY OF HOBBS

RESOLUTION NO. 7692

**A RESOLUTION TO APPROVE THE FINAL PLAT TRINITY ESTATES
SUBDIVISION, UNIT THREE TO THE CITY OF HOBBS, LEA COUNTY, NEW
MEXICO**

WHEREAS, Stuard Development LLC has submitted Trinity Estates Subdivision, Unit Three; and

WHEREAS, the subdivision Final Plat was reviewed and approved by the City of Hobbs Planning Board at a Special Planning Board regular meeting on October 13th, 2025.

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

1. The City of Hobbs hereby grants Final Plat Approval to Trinity Estates Subdivision, Unit Three to the City of Hobbs, Lea County, New Mexico; and
2. The City officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 20th day of October, 2025.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

TRINITY ESTATES SUBDIVISION, UNIT THREE,
TO THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO

LOCATED IN THE EAST HALF OF SECTION 16,
TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., CITY OF HOBBS,
LEA COUNTY, NEW MEXICO

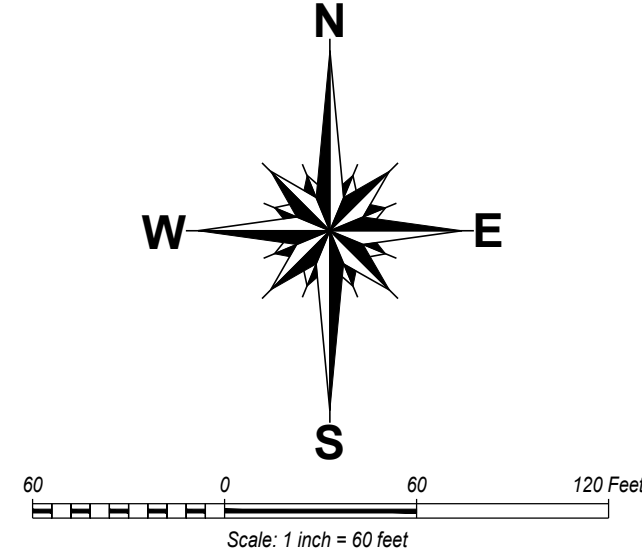
BOUNDARY LINE TABLE			CURVE TABLE				
LINE	BEARING	DISTANCE	CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING
L1	S57°37'08"W	172.75'	C1	203.00'	75.02'	21°10'28"	N80°01'02"W
L2	N32°22'52"W	110.01'	C2	580.00'	274.57'	27°07'24"	S77°02'34"E
L3	N10°16'07"E	77.50'	C3	500.00'	158.25'	18°08'03"	S72°32'54"E
L4	N42°19'16"W	131.95'	C4	2897.53'	104.87'	2°04'25"	S80°08'34"E
L5	N30°50'19"E	44.92'	C5	500.00'	73.05'	8°22'14"	N88°25'09"W
L6	S89°23'44"W	82.31'	C6	500.00'	79.12'	9°04'00"	N77°42'02"W
L7	N00°36'16"W	120.00'	C7	500.00'	79.69'	9°07'54"	N68°36'04"W
L8	N03°19'49"E	57.13'	C8	500.00'	4.84'	0°33'15"	N63°45'30"W
L9	N00°36'16"W	200.00'	C9	25.00'	39.26'	89°58'35"	N18°28'09"W
L10	N89°23'44"E	78.99'	C10	25.00'	38.03'	87°10'05"	N72°55'05"E
L11	S67°28'52"E	577.34'	C11	380.00'	4.84'	0°43'45"	N63°50'45"W
L12	S00°36'16"E	81.06'	C12	380.00'	60.18'	9°04'26"	N68°44'50"W
L13	S00°36'16"E	534.34'	C13	380.00'	58.44'	8°48'42"	N77°41'24"W
L14	N89°23'44"E	25.00'	C14	380.00'	56.43'	8°30'31"	N86°21'01"W
L15	S00°36'16"E	115.00'	C15	25.00'	39.25'	89°57'03"	S71°32'37"W
L16	S89°23'44"W	376.00'	C16	580.00'	57.80'	5°41'24"	S98°19'34"E
L17	N49°08'25"W	45.99'	C17	580.00'	60.72'	5°59'55"	S72°10'12"E
L18	N30°07'06"W	107.00'	C18	580.00'	63.44'	6°16'02"	S78°18'12"E
L19	N29°52'54"E	50.00'	C19	54.00'	127.44'	135°12'56"	N58°52'24"W
L20	N86°30'28"W	136.38'	C20	25.00'	25.24'	57°50'23"	N82°26'19"E
L21	N62°03'29"W	57.53'	C21	25.00'	2.25'	5°09'38"	S66°03'40"E
L22	N37°22'50"E	24.71'	C22	25.00'	39.29'	90°02'57"	S19°27'23"E
L23	N22°22'51"W	147.81'	C23	233.00'	57.61'	10°12'09"	N85°29'42"W
L24	N57°37'08"E	46.37'	C24	323.00'	95.30'	16°54'15"	N71°56'00"W
L25	N25°21'39"W	57.43'	C25	25.00'	40.40'	92°34'47"	N17°11'28"W
L26	N32°22'51"W	110.00'	C26	200.00'	51.43'	14°44'06"	N36°27'58"E
C27	203.00'	59.89'	C27	203.00'	59.89'	16°54'15"	N71°56'00"W
C28	203.00'	36.21'	C28	203.00'	36.21'	10°12'09"	N85°29'42"W
C29	203.00'	21.08'	C29	203.00'	21.08'	5°59'55"	N85°29'42"W
C30	200.00'	48.12'	C30	200.00'	48.12'	13°47'07"	N50°43'35"E
C31	257.00'	9.42'	C31	257.00'	9.42'	2°05'57"	N56°34'10"E
C32	257.00'	49.03'	C32	257.00'	49.03'	10°55'52"	N50°03'15"E
C33	257.00'	56.28'	C33	257.00'	56.28'	12°32'48"	N38°19'56"E
C34	257.00'	13.20'	C34	257.00'	13.20'	2°56'38"	N30°34'14"E
C35	25.00'	38.14'	C35	25.00'	38.14'	87°25'13"	S72°49'32"W
C36	25.00'	39.27'	C36	25.00'	39.27'	90°00'00"	N18°28'52"W
C37	200.00'	36.82'	C37	200.00'	36.82'	10°32'57"	N31°47'37"E
C38	200.00'	71.74'	C38	200.00'	71.74'	20°33'03"	N47°20'37"E
C39	257.00'	61.27'	C39	257.00'	61.27'	13°39'38"	N49°48'43"E
C40	257.00'	61.00'	C40	257.00'	61.00'	13°35'58"	N38°08'55"E
C41	257.00'	12.69'	C41	257.00'	12.69'	2°48'48"	N27°56'02"E
C42	25.00'	39.27'	C42	25.00'	39.27'	89°59'59"	S71°31'09"W
C43	25.00'	39.27'	C43	25.00'	39.27'	90°00'00"	N18°28'52"W
C44	25.00'	11.42'	C44	25.00'	11.42'	26°09'56"	N39°36'06"E
C45	54.00'	63.21'	C45	54.00'	63.21'	87°04'13"	S19°08'57"W
C46	54.00'	62.43'	C46	54.00'	62.43'	86°19'29"	S47°30'29"E
C47	54.00'	17.33'	C47	54.00'	17.33'	18°23'03"	S89°49'20"E
C48	25.00'	13.72'	C48	25.00'	13.72'	31°27'18"	N83°17'12"W
C49	99.85'	32.30'	C49	99.85'	32.30'	18°32'08"	S76°49'37"E
C50	99.85'	8.99'	C50	99.85'	8.99'	5°09'26"	S88°40'24"E
C51	20.00'	13.51'	C51	20.00'	13.51'	38°41'47"	S67°57'19"W
C52	54.00'	67.27'	C52	54.00'	67.27'	71°22'22"	N44°37'02"E
C53	54.00'	67.69'	C53	54.00'	67.69'	71°49'17"	N26°58'46"W
C54	54.00'	49.89'	C54	54.00'	49.89'	52°56'07"	N89°21'28"W
C55	54.00'	73.19'	C55	54.00'	73.19'	77°39'38"	S25°20'41"W
C56	25.00'	24.44'	C56	25.00'	24.44'	56°00'29"	N14°31'07"E
C57	54.00'	97.10'	C57	54.00'	97.10'	32°54'54"	N54°56'30"E
C58	54.00'	38.79'	C58	54.00'	38.79'	41°09'13"	S88°16'22"E
C59	25.00'	4.25'	C59	25.00'	4.25'	9°44'44"	N42°34'12"W
C60	25.00'	7.00'	C60	25.00'	7.00'	16°02'17"	N55°27'43"W
C61	25.00'	39.27'	C61	25.00'	39.27'	90°00'00"	S71°31'08"W
C62	25.00'	41.05'	C62	25.00'	41.05'	84°04'41"	S22°31'12"E
C63	25.00'	17.12'	C63	25.00'	17.12'	37°24'34"	S78°29'20"E
C64	540.00'	255.63'	C64	540.00'	255.63'	27°07'24"	N77°02'34"W
C65	540.00'	170.01'	C65	540.00'	170.01'	18°02'18"	S72°30'01"E
C66	2937.53'	112.10'	C66	2937.53'	112.10'	2°11'12"	S80°12'56"E
C67	351.50'	166.40'	C67	351.50'	166.40'	27°07'24"	N77°02'34"W
C68	228.50'	113.74'	C68	228.50'	113.74'	28°37'13"	N45°21'32"E
C69	228.50'	124.03'	C69	228.50'	124.03'	31°06'00"	N47°04'08"E
C70	71.35'	29.50'	C70	71.35'	29.50'	23°41'34"	S79°24'20"E

NOTES:

1) BEARINGS SHOWN HEREON ARE MERCATOR GRID AND CONFORM TO THE NEW MEXICO COORDINATE SYSTEM "NEW MEXICO EAST ZONE" NORTH AMERICAN DATUM 1983. THE CONVERGENCE ANGLE TO TRUE NORTH IS 00°38'28.2" BASED ON A POINT OF ORIGIN LOCATED AT (NAD83) N 641473.514 E 905578.924 ESTABLISHED FROM GPS OBSERVATIONS AND SUBSEQUENT NGS OPUS PROCESSING. DISTANCES ARE SURFACE VALUES.

2) WITH RESPECT TO THE FLOOD INSURANCE RATE MAP FOR LEA COUNTY, NEW MEXICO AND INCORPORATED AREAS, PANEL 1170 OF 2150, MAP NO. 3020C1170D, EFFECTIVE DATE, DECEMBER 16, 2008, THIS TRACT IS WITHIN "ZONE X", DEFINED AS AREAS DETERMINED TO BE OUTSIDE OF THE 500-YEAR FLOOD PLAIN, THE APPROXIMATE BOUNDARIES AS SHOWN HEREON.

3) 1/2" STEEL ROD W/ CAP MARKED "JWSC PS 12641" SET AT ALL LOT CORNERS.



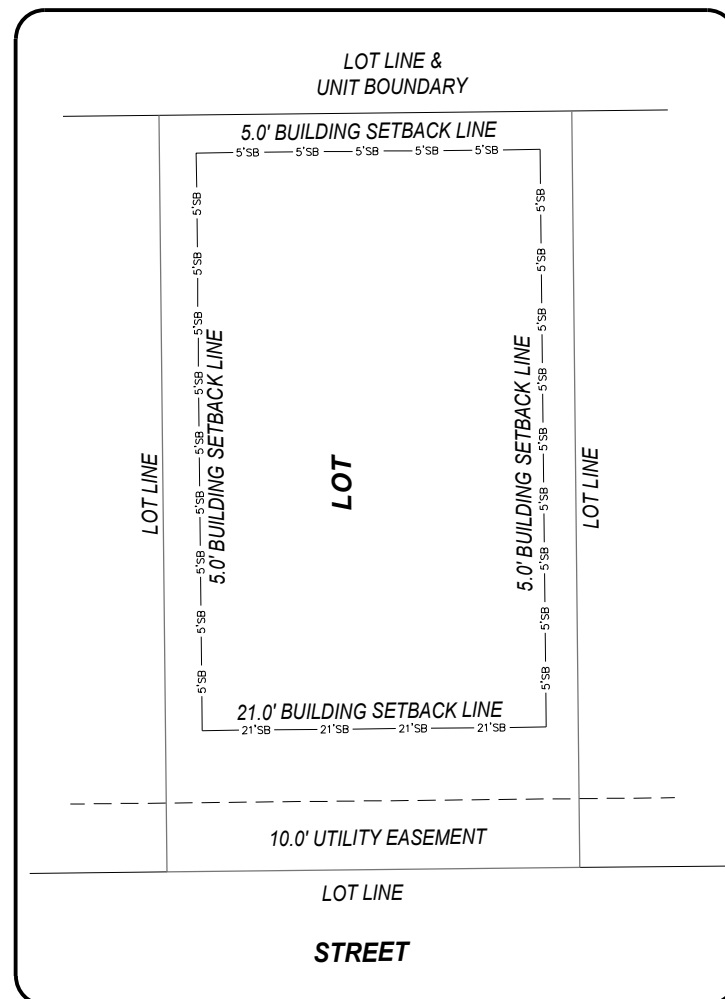
LEGEND:

- - DENOTES SET 1/2" STEEL ROD W/CAP MARKED "JWSC PS 12641", UNLESS NOTED OTHERWISE
- - DENOTES FOUND 1/2" STEEL ROD W/CAP MARKED "JWSC PS 12641", UNLESS NOTED OTHERWISE
- - DENOTES DIMENSION POINT
- DENOTES CENTERLINE OF ROADWAY
- DENOTES 10 FT. UTILITY EASEMENT
- DENOTES 5 FT. BUILDING SETBACK LINE
- DENOTES 10 FT. BUILDING SETBACK LINE
- DENOTES 21 FT. BUILDING SETBACK LINE

TYPICAL DETAILS: LOT EASEMENTS AND SETBACKS
NOT TO SCALE

EASEMENT AND SETBACK NOTES:

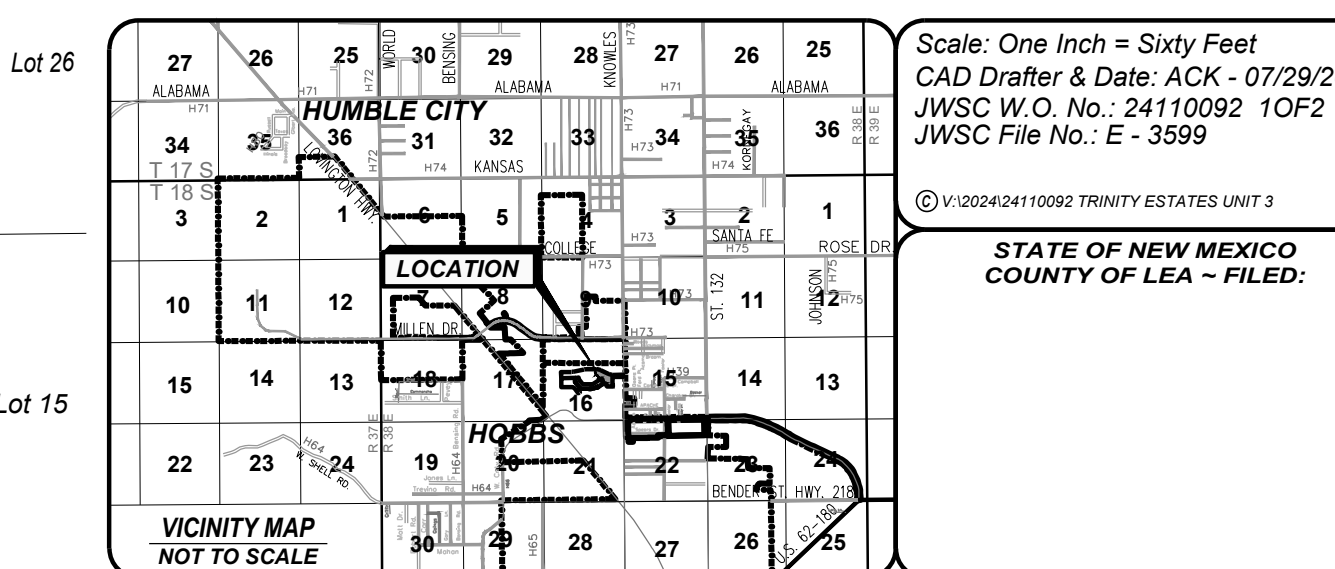
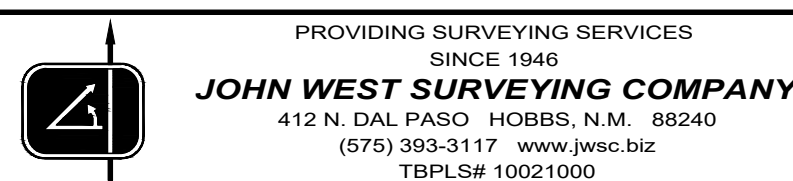
- 1) A TEN FOOT UTILITY EASEMENT IS HEREBY RESERVED AROUND AND WITHIN ALL LOTS ADJOINING RIGHTS-OF-WAY. ALL RIGHTS-OF-WAY ARE DEDICATED IN THIS PLAT.
- 2) LOT FRONT SETBACK LINES ARE 21.00 FEET. LOT SIDE AND REAR SETBACK LINES ARE 5.0 FEET EXCEPT ALONG RIGHTS-OF-WAY, WHERE 10.00 FOOT SETBACK LINES APPLY.



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.

DATE:



Scale: One Inch = Sixty Feet
CAD Drafter & Date: ACK - 07/29/2025
JWSC W.O. No.: 24110092 1OF2
JWSC File No.: E - 3599

© V:\0024\10092 TRINITY ESTATES UNIT 3

STATE OF NEW MEXICO
COUNTY OF LEA - FILED:

TRINITY ESTATES SUBDIVISION, UNIT THREE,
TO THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO
LOCATED IN THE EAST HALF OF SECTION 16,
TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., CITY OF HOBBS,
LEA COUNTY, NEW MEXICO

OWNER'S STATEMENT, DEDICATION AND AFFIDAVIT:

THE FOREGOING SUBDIVISION OF A PORTION OF TRACT "A-1" OF THE DEL NORTE HEIGHTS SECTION 16 LAND DIVISION NO. 2, AS SHOWN ON THAT CERTAIN PLAT RECORDED ON 08-11-2022 IN SURVEY RECORDS BOOK 2, PAGE 804 OF THE OFFICIAL RECORDS OF LEA COUNTY, NEW MEXICO, SITUATED WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" FOUND FOR THE NORTHEAST CORNER OF LOT 29 OF THE TRINITY ESTATES SUBDIVISION, UNIT TWO TO THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO AS RECORDED IN BOOK 2227, PAGE 253, LEA COUNTY RECORDS, LEA COUNTY, NEW MEXICO; THENCE S57°37'08"W DISTANCE OF 172.75 FEET TO A CORNER OF THIS TRACT; THENCE N32°22'52"W A DISTANCE OF 110.01 FEET TO A CORNER OF THIS TRACT; THENCE N10°16'07"E A DISTANCE OF 77.50 FEET TO A CORNER OF THIS TRACT; THENCE N42°19'16"W A DISTANCE OF 131.95 FEET TO A CORNER OF THIS TRACT; THENCE N30°50'19"E A DISTANCE OF 44.92 FEET TO A CORNER OF THIS TRACT AND THE BEGINNING OF A CURVE TO THE LEFT HAVING A CHORD BEARING N80°01'02"W A DISTANCE OF 74.60 FEET, SAID CURVE HAVING A RADIUS OF 203.00 FEET AND A CENTRAL ANGLE OF 21°10'28", THEN ALONG THE ARC OF SAID CURVE A DISTANCE OF 75.02 FEET TO A CORNER OF THIS TRACT; THENCE S89°23'44"W A DISTANCE OF 82.51 FEET TO A CORNER OF THIS TRACT; THENCE N00°36'16"W A DISTANCE OF 120.00 FEET TO A CORNER OF THIS TRACT; THENCE N03°19'49"E A DISTANCE OF 57.13 FEET TO A CORNER OF THIS TRACT; THENCE N00°36'16"W A DISTANCE OF 200.00 FEET TO THE NORTHWEST CORNER OF THIS TRACT; THENCE N89°23'44"E A DISTANCE OF 78.59 FEET TO A CORNER OF THIS TRACT AND THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CHORD BEARING S77°02'34"E A DISTANCE OF 272.01 FEET, SAID CURVE HAVING A RADIUS OF 580.00 FEET AND A CENTRAL ANGLE OF 27°07'24", THEN ALONG THE ARC OF SAID CURVE A DISTANCE OF 274.57 FEET TO A CORNER OF THIS TRACT; THENCE S63°28'52"E A DISTANCE OF 577.34 FEET TO A CORNER OF THIS TRACT AND THE BEGINNING OF A CURVE TO THE LEFT HAVING A CHORD BEARING S72°32'54"E A DISTANCE OF 157.59 FEET, SAID CURVE HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 18°08'03", THEN ALONG THE ARC OF SAID CURVE A DISTANCE OF 158.25 FEET TO A CORNER OF THIS TRACT; THEN CONTINUING ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S80°08'34"E A DISTANCE OF 104.86 FEET, SAID CURVE HAVING A RADIUS OF 2897.53 FEET AND A CENTRAL ANGLE OF 02°04'25", THEN ALONG THE ARC OF SAID CURVE A DISTANCE OF 104.87 FEET TO A CORNER OF THIS TRACT; THENCE S00°36'16"E DISTANCE OF 81.06 FEET TO A CORNER OF THIS TRACT; THENCE S00°36'16"E A DISTANCE OF 534.34 FEET TO A CORNER OF THIS TRACT; THENCE N89°23'44"E DISTANCE OF 25.00 FEET TO A CORNER OF THIS TRACT; THENCE S00°36'16"E DISTANCE OF 115.00 FEET TO A CORNER OF THIS TRACT; THENCE S89°23'44"W DISTANCE OF 376.00 FEET TO A CORNER OF THIS TRACT; THENCE N48°06'25"W DISTANCE OF 45.09 FEET TO A CORNER OF THIS TRACT; THENCE N30°07'06"W DISTANCE OF 107.00 FEET TO A CORNER OF THIS TRACT; THENCE N29°52'54"E DISTANCE OF 50.00 FEET TO A CORNER OF THIS TRACT; THENCE N86°30'28"W DISTANCE OF 136.38 FEET TO A CORNER OF THIS TRACT; THENCE N62°03'29"W A DISTANCE OF 57.53 FEET TO A CORNER OF THIS TRACT; THENCE N37°22'50"E A DISTANCE OF 24.71 FEET TO A CORNER OF THIS TRACT; THENCE N32°22'51"W A DISTANCE OF 147.81 FEET TO A CORNER OF THIS TRACT; THENCE N57°37'08"E A DISTANCE OF 46.37 FEET TO A CORNER OF THIS TRACT; THENCE N25°21'39"W A DISTANCE OF 57.43 FEET TO A CORNER OF THIS TRACT; THENCE N32°22'15"W A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 16.88 ACRES MORE OR LESS.

SAID PROPERTY IS BEING SUBDIVIDED AS THE SAME APPEARS HEREON, WITH ALL RIGHTS-OF-WAY AS SHOWN BEING DEDICATED TO THE PUBLIC, COMPRISING TRINITY ESTATES SUBDIVISION, UNIT THREE, TO THE CITY OF HOBBS, WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETORS THEREOF, NOTICE IS HEREBY GIVEN THAT THERE HAS BEEN FILED IN THE OFFICE OF THE COUNTY CLERK OF LEA COUNTY, NEW MEXICO, CERTAIN RESTRICTIVE COVENANTS APPLICABLE TO THE ABOVE DESCRIBED PROPERTY, WHICH SAID COVENANTS ARE RECORDED ON PAGE _____ OF BOOK _____, MISCELLANEOUS RECORDS OF SAID COUNTY.

JESSIE STUARD
STUARD DEVELOPMENT, LLC

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025 A.D., BY JESSIE STUARD, STUARD DEVELOPMENT, LLC.

NOTARY PUBLIC

CERTIFICATE OF APPROVAL BY THE CITY PLANNING BOARD:

THE PLAT, RESTRICTIONS AND DEDICATION REVIEWED AND APPROVED ON THE _____ DAY OF _____, 2025 A.D., BY THE CITY PLANNING BOARD OF HOBBS, NEW MEXICO.

CHAIRMAN: WILLIAM M. HICKS III

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025 A.D., BY WILLIAM M. HICKS III.

NOTARY PUBLIC

CERTIFICATE OF MUNICIPAL APPROVAL BY RESOLUTION:

I, JAN FLETCHER, THE DULY APPOINTED AND ACTING CITY CLERK OF THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF TRINITY ESTATES SUBDIVISION, UNIT THREE, WAS APPROVED BY THE COMMISSION OF THE CITY OF HOBBS BY RESOLUTION No. _____ ON THE _____ OF _____, 2025 A.D.

JAN FLETCHER, CITY CLERK

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025 A.D., BY JAN FLETCHER.

NOTARY PUBLIC



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.

DATE _____

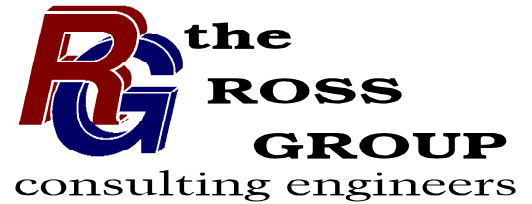
PROVIDING SURVEYING SERVICES
SINCE 1946

JOHN WEST SURVEYING COMPANY
412 N. DAL PASO HOBBS, N.M. 88240
(575) 393-3117 www.jwsc.biz
TBPLSW 10021000

Scale: One Inch = Sixty Feet
CAD Drafter & Date: ACK - 07/29/2025
JWSC W.O. No.: 24110092 2OF2
JWSC File No.: E - 3599

© V:\0024\24110092 TRINITY ESTATES UNIT 3

STATE OF NEW MEXICO
COUNTY OF LEA ~ FILED:



October 9, 2025

Mr. Todd Randall
Assistant City Manager
City of Hobbs
200 E. Broadway
Hobbs, New Mexico 88240

Re: **Trinity Estates Unit 3**

Dear Mr. Randall:

Periodic inspection indicates that the construction of the infrastructure serving all lots in Unit 3 has been completed pursuant to the approved plans, and specifications.

I therefore, recommend acceptance by the City.

The work remaining on the construction of Del Norte Parkway is detailed on the attached spread sheet and totals \$750,921.87 including GRT.

If you have any questions regarding the projects, please contact our office.

Sincerely,

the Ross Group

Philip L. Ross, PE

Cc: Jessie Stuard

STUARD DEVELOPMENT
TRINITY ESTATES, DEL NORTE PARKWAY (UNIT 3)
ROADWAY/DIRTWORK CONTRACT
BID FOR UNIT PRICES

WORK LOCATED EAST OF UNIT 3 - FROM STA 0+46.1 TO STA 5+36.43

ITEM	DESCRIPTION	UNITS	EST. QTY.	UNIT PRICE	AMOUNT
1	CLEARING AND GRUBBING, STREET RIGHT-OF-WAY	ACRES	1.1	\$3,500.00	
2	REMOVAL OF EXISTING PAVEMENT STATION 0-43.1 TO STA 0+00	S.Y.	147	\$13.55	\$1,991.85
3	REMOVAL OF EXISTING CURB & GUTTER (EAST CONNECT. TO EXIST)	L.F.	46	\$10.47	
4	REMOVAL OF EXISTING CONCRETE SIDEWALK (EAST CONNECT. TO EXIST.)	S.Y.	16	\$18.51	
5	REMOVAL OF EXISTING DRIVEPAD (EAST CONNECT. TO EXISTING)	S.Y.	18	\$25.68	
6	SUBGRADE PREPARATION (BASE, 24" CURB & GUTTER, FILLETS, VALLEY GUTTERS, SIDEWALK AND HANDICAPPED RAMPS)	S.Y.	3,740	\$3.50	\$13,090.00
7	BASE COURSE, MIN. 8" THICK (DEL NORTE PARKWAY)	S.Y.	2,785	\$20.76	\$57,816.60
8	PRIME COAT	S.Y.	2,785	\$1.70	\$4,734.50
9	HOT-MIX PAVEMENT, MIN. 3" THICK (DEL NORTE PARKWAY)	S.Y.	2,785	\$23.25	\$64,751.25
10	24" CONCRETE TYPE A (STANDARD) CURB AND GUTTER	L.F.	1,140	\$31.60	\$36,024.00
11	CONCRETE VALLEY GUTTER (8" THICK X 5' WIDE) ROADWAY	L.F.	37	\$50.94	\$1,884.78
12	4" THICK CONCRETE SIDEWALK (ON NORTH AND SOUTH SIDE DEL NORTE PARKWAY)	S.Y.	600	\$63.99	\$38,394.00
13	4" THICK CONCRETE SIDEWALK/HANDICAPPED RAMPS	S.Y.	26	\$66.00	\$1,716.00
14	IRON DETECTABLE WARNING PLATES FOR HANDICAPPED RAMPS, AS REQUIRED PER RAMP	EACH	2	\$55.00	\$110.00
15	CONCRETE FILLETS, 8" MIN. THICKNESS	S.Y.	36	\$100.15	\$3,605.40
16	CONCRETE DRIVE PAD	S.Y.	18	\$100.15	\$1,802.70
17	CONCRETE MANHOLE ADJUSTMENTS	EACH	2	\$820.00	\$1,640.00
18	CONCRETE VALVE BOX ADJUSTMENTS, REQUIRED FOR ALL FIRE HYDRANT VALVES, GATE VALVES AND BLOW-OFF ASSEMBLIES	EACH	2	\$252.00	\$504.00
19	CUSTOMARY CONSTRUCTION STAKING WILL BE PROVIDED (ONE TIME) BY THE OWNER.	L.S.	1	N/A	N/A
20	SWPPP by OTHERS				\$0.00
21	TESTING	LS	1	\$20,000.00	\$20,000.00

SUBTOTAL ROADWAY/DIRTWORK FROM STA 0+46.1 TO STA 5+36.43	\$248,065.08	
EST. NMGR (6.5625%)	\$16,279.27	
EST. TOTAL ROADWAY/DIRTWORK FROM STA 0+46.1 TO STA 5+36.43	\$264,344.35	\$264,344.35

WORK LOCATED ADJACENT UNIT 3 FROM STATION 5+36.43 TO STA 17+29.87

ITEM	DESCRIPTION	UNITS	EST. QTY.	UNIT PRICE	AMOUNT
20	CLEARING AND GRUBBING, STREET RIGHT-OF-WAY	ACRES	2.2	\$3,500.00	
21	SUBGRADE PREPARATION (BASE, 24" CURB & GUTTER, FILLETS, VALLEY GUTTERS, SIDEWALK AND HANDICAPPED RAMPS)	S.Y.	7,080	\$3.50	\$24,780.00
22	BASE COURSE, MIN. 8" THICK (DEL NORTE PARKWAY)	S.Y.	5,145	\$20.76	\$106,810.20
23	PRIME COAT	S.Y.	5,145	\$1.70	\$8,746.50
24	HOT-MIX PAVEMENT, MIN. 3" THICK (DEL NORTE PARKWAY)	S.Y.	5,145	\$23.25	\$119,621.25
25	24" CONCRETE TYPE A (STANDARD) CURB AND GUTTER	L.F.	2,350	\$31.60	\$74,260.00
26	CONCRETE VALLEY GUTTER (8" THICK X 5' WIDE) ROADWAY	L.F.	102	\$50.94	\$5,195.88
27	4" THICK CONCRETE SIDEWALK (ON NORTH AND SOUTH SIDE OF DEL NORTE PARKWAY)	S.Y.	1,230	\$63.99	\$78,707.70
28	4" THICK CONCRETE SIDEWALK/HANDICAPPED RAMPS	S.Y.	52	\$66.00	\$3,432.00
29	IRON DETECTABLE WARNING PLATES FOR HANDICAPPED RAMPS, AS REQUIRED PER RAMP	EACH	4	\$55.00	\$220.00
30	CONCRETE FILLETS, 8" MIN. THICKNESS	S.Y.	72	\$100.15	\$7,210.80
31	CONCRETE MANHOLE ADJUSTMENTS	EACH	5	\$820.00	\$4,100.00
32	CONCRETE VALVE BOX ADJUSTMENTS, REQUIRED FOR ALL FIRE HYDRANT VALVES, GATE VALVES AND BLOW-OFF ASSEMBLIES	EACH	9	\$252.00	\$2,268.00
33	TYPE III BARRICADES, INSTALLED AT THE NEW PROPOSED END OF THE ROADWAYS, 2 PER STREET.	EACH	4	\$315.00	\$1,260.00
34	CUSTOMARY CONSTRUCTION STAKING WILL BE PROVIDED (ONE TIME) BY THE OWNER.	L.S.	1	N/A	N/A
35	SWPPP by OTHERS				\$0.00
36	TESTING	LS	1	\$20,000.00	\$20,000.00

SUBTOTAL ROADWAY/DIRTWORK FROM STA 5+36.43 TO STA 17+29.87	\$456,612.33	
EST. NMGR (6.5625%)	\$29,965.18	
EST. TOTAL ROADWAY/DIRTWORK FROM STA 5+36.43 TO STA 17+29.87	\$486,577.51	\$486,577.51

GRAND TOTAL \$ 750,921.87



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
October 20, 2025

SUBJECT: Resolution No. 7693 - Approving the Final Plat of "Windmill Business Park Summary Subdivision/Replat" and Authorizing Acceptance with Surety and Development Agreement for Public Infrastructure Improvements

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 10/9/2025

SUBMITTED BY: Todd Randall, Assistant City Manager

Summary:

The Planning Board reviewed and approved the Preliminary Plat for *Windmill Business Park Summary Subdivision/Replat* on the 16th day of September, 2025. The subdivision is intended for future commercial and light industrial development.

Public roadway and water line improvements required for the subdivision have not yet been constructed. In accordance with Chapter 16.08 of the City of Hobbs Subdivision Code, the Developer has agreed to a Development Agreement with the City of Hobbs establishing the responsibility for construction of the required public improvements and the provision of a cash bond to guarantee completion.

Fiscal Impact:

No direct fiscal impact. All public improvements will be constructed by the Developer and dedicated to the City upon completion and acceptance. The City will be responsible for all future maintenance.

Attachments:

RESO - Windmill

25 08-11 Windmill Schubert DA v2

24100 WINDMILL BUSINESS PARK_09-23-25 clean

9-16-2025 minutes- Windmill

Recommendation:

Motion to approve the resolution.

Approved By:

Todd Randall, Assistant City Manager

10/09/2025

Toby Spears, Finance Director	10/09/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	10/09/2025
Manny Gomez, City Manager	10/13/2025

CITY OF HOBBS

RESOLUTION NO. 7693

A RESOLUTION APPROVING THE FINAL PLAT OF “WINDMILL BUSINESS PARK SUMMARY SUBDIVISION/REPLAT” AND AUTHORIZING ACCEPTANCE WITH SURETY AND DEVELOPMENT AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS

WHEREAS, the Planning Board of the City of Hobbs, New Mexico, reviewed and approved the Preliminary Plat for Windmill Business Park Summary Subdivision/Replat and Development Agreement on the 16th day of September, 2025; and

WHEREAS, the Developer has submitted a Final Plat for approval in accordance with the City of Hobbs Subdivision Code; and

WHEREAS, the public roadway and water line improvements required for the subdivision have not yet been constructed, and, pursuant to Chapter 16.08 of the City of Hobbs Subdivision Code, the Developer is required to provide a surety guaranteeing completion of such improvements; and

WHEREAS, the Developer has agreed to a Development Agreement with the City of Hobbs establishing the responsibilities for construction of public roadway and water infrastructure and the provision of a cash bond or other acceptable surety to guarantee completion; and

WHEREAS, City staff recommends approval of the Final Plat contingent upon execution of the Development Agreement and acceptance of the associated surety; and

WHEREAS, the City Commission finds that approval of the Final Plat with surety and acknowledgment of the Development Agreement is consistent with the intent and requirements of the City's Subdivision Code and is in the public's best interest.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Hobbs, New Mexico, that:

1. The Final Plat of “Windmill Business Park Summary Subdivision/Replat” is hereby approved, contingent upon the filing of a cash bond or other acceptable surety guaranteeing completion of the required roadway and water line improvements as required under Chapter 16.08 of the Hobbs Subdivision Code.
2. The City Manager, City Engineer, and City Clerk are authorized to execute all necessary documents for recordation and acceptance upon verification of the posted surety.
3. Upon certification by the Engineer of Record and City Engineer that all required public improvements have been constructed in accordance with approved plans and City standards, the surety may be released and the City shall assume maintenance of the public infrastructure.

4. The City Commission hereby acknowledges and ratifies the Development Agreement between the City of Hobbs and the Developer, which establishes construction responsibilities and financial guarantees for required public improvements within the subdivision.

PASSED, APPROVED AND ADOPTED this 20th day of October, 2025, by the Hobbs City Commission.

ATTEST:

SAM D. COBB, Mayor

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 Grimes Land Co., Ltd., 1400 W. Bender, Hobbs, NM 88240 (hereafter called "Developer").

RECITALS:

WHEREAS, "Developer" has proposed the construction of a new public roadway for the development of an industrial subdivision from a new intersection off of West County Roadway North of Bender ST.; and

WHEREAS, the projected Roadway will be an Industrial Collector; and

WHEREAS, the proposed water line will connect along West County Rd. and loop into Bensing St. to the west.; and

WHEREAS, "Developer" has beneficial use of the public infrastructure on both sides of the proposed roadway and utility infrastructure; and

WHEREAS, "Developer" desires to dedicate certain frontage property along West County and construct a Community Drainage Facility to serve the proposed development, which excavated material may be used by the Developer to their direct or indirect benefits based on the City of Hobbs approved construction plans; and

WHEREAS, "City" will upon completion accept the Drainage Facility, public Water Line and dedicated Roadway.

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

1. "Roadway": The Developer shall dedicate public right-of-way and develop, compliant with City provided Construction Plan Sets, the projection of an industrial roadway within the dedicated right of way from West County to approximately 1,000 linear feet to the West.
2. "Water Line": The Developer shall design or cause to be designed construction plans for the development of public infrastructure, comprised of +/- 2,760' of a 10" water line with associated valves and fire hydrants.
3. "Drainage Facility": The Developer shall design, construct a drainage retention / detention pond and dedicate to the City of Hobbs along the West County Rd. frontage.
4. 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.

5. 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 accept the long-term maintenance of the public infrastructure (See Exhibit "A" Sketch Plan attached hereto)
6. Water Line Assessments Along West County: No Assessments shall be charged for the existing water line along West County and Developer is allowed to be tap for properties along West County. Developer responsible for all meters and water lines taps as needed. In exchange the Developer shall install a new 10" waterline that creates a looped water line from West County Rd. to Bensing St. The waiver of assessments shall apply only to parcels within the Developer's subdivision as shown on Exhibit "A" and not to other properties along West County Road.
7. Responsibilities of the parties hereto are as follows:
 - a. The Developer shall:
 - i. Acquire all Public Infrastructure dedications as required (Roadway, Utility, and Drainage Infrastructure)
 - 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. Construct all improvements and may utilize excavated materials for the Drainage Facilities to the benefit of the Developer.
 - b. The City shall:
 - i. Review and Approve construction plan set.
 - ii. City acceptance shall occur only after final inspection and written approval by the City Engineer, in addition to Engineer of Record certification and recorded dedications
8. 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 – Gary Schubert Construction, 1400 W. Bender, 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.
9. 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.
10. **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.

11. 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.

12. 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.
- c. In the event of a breach, the non-breaching party shall provide written notice specifying the nature of the breach. The breaching party shall have 30 days from receipt of such notice to cure the breach before further enforcement action may be taken.

13. 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.

14. 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.

15. TERMINATION. This Agreement shall be terminated upon the completion of all installation and construction defined herein or 365 days from ratification, unless mutually agreed extension of time

16. 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

Grimes Land Co., Ltd.
Developer\Property Owner

ATTEST:

APPROVED AS TO FORM:

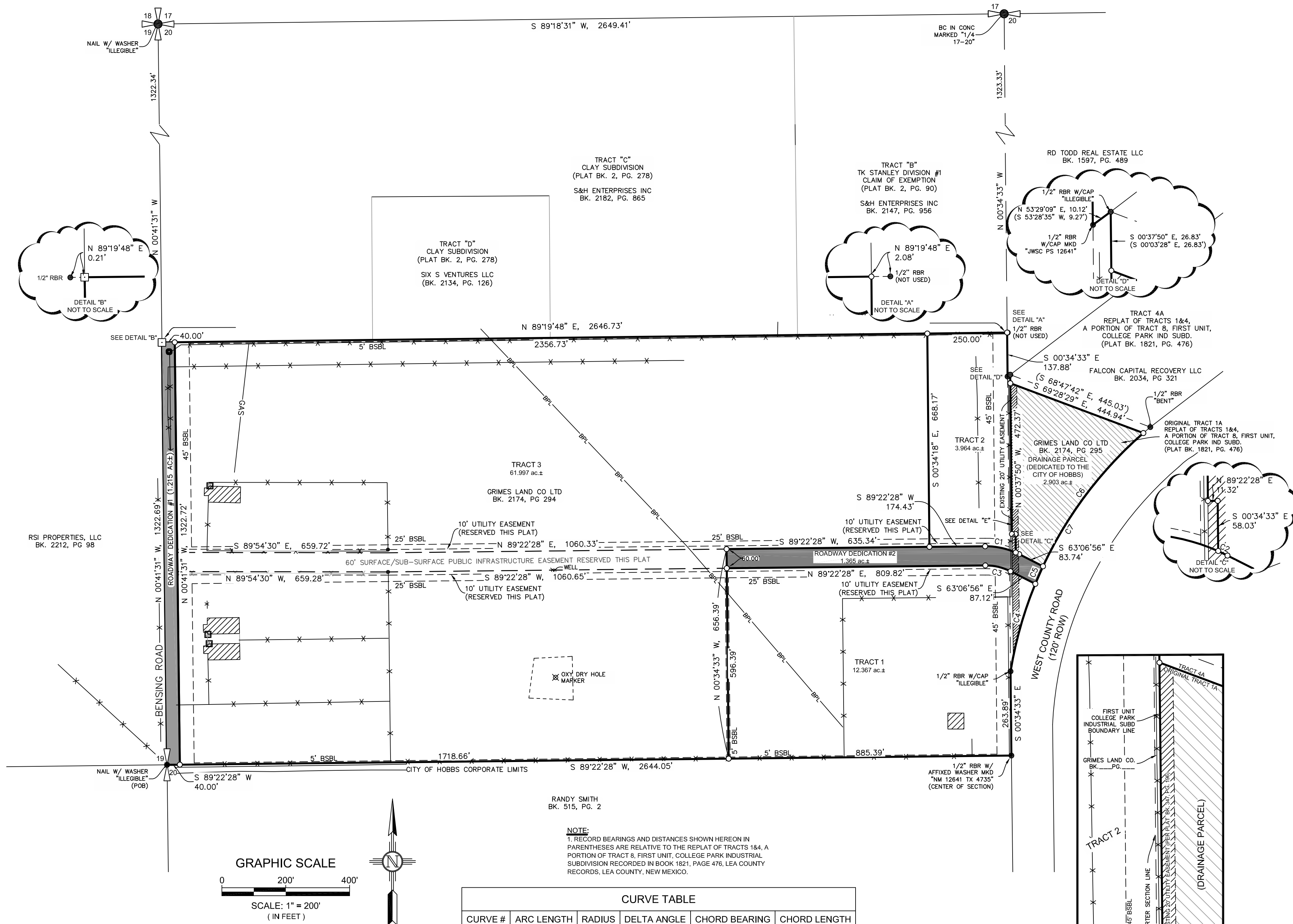
Jan Fletcher, City Clerk

Medjine Desrosiers-Douyon, Deputy City Attorney

Exhibit A Attached – Location Map / Preliminary Site Plan

WINDMILL BUSINESS PARK SUMMARY SUBDIVISION/REPLAT - CITY OF HOBBS

SUMMARY SUBDIVISION/REPLAT OF TRACT 1A OF THE SUMMARY REPLAT OF TRACTS 1 & 4, A PORTION OF TRACT 8, FIRST UNIT, COLLEGE PARK INDUSTRIAL SUBDIVISION, AS DESCRIBED BY WARRANTY DEED RECORDED IN BOOK 2174, PAGE 295, LEA COUNTY RECORDS, LEA COUNTY, NEW MEXICO, AND TWO TRACTS OF LAND AS DESCRIBED BY WARRANTY DEEDS RECORDED IN BOOK 2174, PAGE 294, AND BOOK _____, PAGE _____, LEA COUNTY RECORDS, LEA COUNTY, NEW MEXICO, LOCATED IN THE NORTH HALF (N/2) OF SECTION 20, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., CITY OF HOBBS, LEA COUNTY, NEW MEXICO



LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTH HALF (N/2) OF SECTION 20, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., CITY OF HOBBS, LEA COUNTY, NEW MEXICO ALSO BEING TRACT 1A OF THE REPLAT OF TRACTS 1 AND 4, A PORTION OF TRACT 8, FIRST UNIT, COLLEGE PARK INDUSTRIAL SUBDIVISION, CITY OF HOBBS, LEA COUNTY, NEW MEXICO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NAIL WITH WASHER "ILLEGIBLE" FOUND FOR THE WEST QUARTER CORNER OF SAID SECTION AND THE SOUTHWEST CORNER OF THIS TRACT; THENCE N.00°41'31"W. ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 1322.69 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS TRACT; THENCE N.89°19'48"E., 2646.73 FEET TO A 5/8" REBAR WITH CAP MARKED "POINTER PS 29968" SET ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION FOR THE NORTHEAST CORNER OF THIS TRACT; THENCE S.00°34'33"E. ALONG SAID EAST LINE, A DISTANCE OF 137.88 FEET TO A 1/2" REBAR WITH CAP MARKED "JWSC PS 12641" FOUND FOR A CORNER OF THIS TRACT; THENCE N.53°29'09"E., 10.12 FEET TO A 5/8" REBAR WITH CAP "ILLEGIBLE" FOUND FOR THE NORTHWEST CORNER OF TRACT 8, FIRST UNIT, COLLEGE PARK INDUSTRIAL SUBDIVISION AND A CORNER OF THIS TRACT; THENCE S.00°37'50"E. ALONG THE WEST LINE OF TRACT 4A OF THE REPLAT OF TRACTS 1 AND 4, A PORTION OF TRACT 8, FIRST UNIT, COLLEGE PARK INDUSTRIAL SUBDIVISION, A DISTANCE OF 26.83 FEET TO A 5/8" REBAR WITH CAP MARKED "POINTER PS 29968" SET FOR THE NORTHWEST CORNER OF TRACT 1A OF SAID REPLAT FOR A CORNER OF THIS TRACT; THENCE S.69°28'29"E. ALONG THE TRACT LINE COMMON TO TRACTS 1A AND 4A OF SAID REPLAT, A DISTANCE OF 444.94 FEET TO A 5/8" REBAR WITH CAP MARKED "POINTER PS 29968" SET ON THE WEST RIGHT OF WAY LINE OF WEST COUNTY ROAD FOR A CORNER OF THIS TRACT AND THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1259.93 FEET AND A CENTRAL ANGLE OF 39°37'47". THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 871.45 FEET WHOSE LONG CHORD BEARS S.29°07'59"W., 854.19 FEET TO A 1/2" REBAR WITH CAP "ILLEGIBLE" FOUND ON SAID WEST RIGHT OF WAY LINE FOR A CORNER OF THIS TRACT; THENCE S.00°34'33"E. ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 263.89 FEET TO A 1/2" REBAR WITH AFFIXED WASHER MARKED "NM 12641 TX 4735" FOUND ON SAID WEST RIGHT OF WAY LINE FOR THE CENTER OF SAID SECTION AND THE SOUTHEAST CORNER OF THIS TRACT; THENCE S.89°22'28"W. ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 2644.05 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 83.811 ACRES, MORE OR LESS.

OWNERS STATEMENT AND AFFIDAVIT

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

BY

GRIMES LAND CO., LTD
GARY SCHUBERT, MANAGER
(BOOK 2174, PAGE 294)
(BOOK 2174, PAGE 295)
(BOOK _____, PAGE _____)

ACKNOWLEDGMENT

STATE OF NEW MEXICO:
COUNTY OF LEA:

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

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

NOTARY PUBLIC

CERTIFICATE OF MUNICIPAL APPROVAL

I, TODD RANDALL, ASSISTANT CITY MANAGER FOR THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING PLAT IN THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, WAS REVIEWED AND DEEMED COMPLIANT WITH THE MUNICIPAL SUMMARY PROCESS REGULATIONS ON THIS _____ DAY OF _____, 2025.

TODD RANDALL, ASSISTANT CITY MANAGER

ATTEST:

JAN FLETCHER, CITY CLERK

ACKNOWLEDGMENT

STATE OF NEW MEXICO:
COUNTY OF LEA:

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

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

NOTARY PUBLIC

SURVEYOR'S CERTIFICATION

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

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

DATE



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

TYPE OF SURVEY:

SUMMARY SUBDIVISION/REPLAT

PROJECT NAME:

WINDMILL
BUSINESS PARK
SUMM. SUBDIVISION

FOR
CLIENT: GARY SCHUBERT

PROJECT NUMBER:

24100

PROJECT SURVEYOR:

Evan J. Pointer, PS

DRAWN BY:

Kendall Goad

INDEXING INFORMATION FOR COUNTY CLERK

OWNER:
GRIMES LAND CO., LTD

LOCATION:
N/2 of Section 20,
Township 18 South, Range 38 East
N.M.P.M., City of Hobbs,
Lea County, New Mexico

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

LEGEND

- Set 5/8 inch rebar w/ cap or nail w/ washer marked "Pointer PS 29968" unless otherwise noted
- Found monument as noted
- Dimension Point
- Utility Pole
- ⊙ Service Pole
- Gas Meter
- X—X— Fence
- OHE— O-H Electric Line
- BPL— Buried Pipeline
- Adjoining Lot Lines
- Existing Structure
- XX'XXX'X' XX'X' Measured bearing and distance
(XX'XXX'X', XX'X'X') Record bearing and distance

SHEET:
1 of 1

SU - 101

section roadway requirement (block length); a variance to not project Morales and DeBaca Streets at this time; a variance to defer the half-section line on the south side; and dedication of a full 60-foot easement for Fowler Street along the east side of the property.

Mr. Donahue made a motion to approve the subdivision with the highlighted variances and conditions, seconded by Mr. Ramirez. The vote on the motion was 5-0 and the motion carried.

6) Review and Consider Maple Street Annexation in Green Meadow Subdivision

Mr. Randall stated this is the Maple Street Annexation in Green Meadow Subdivision. He explained that this case was somewhat unusual, as it initially appeared the City was only annexing the roadway. He clarified that the request involves Green Meadows, which is currently an unincorporated “island” surrounded by City limits. Mr. Randall explained that Grimes and Millen Streets are already within City limits, so there is no access to Green Meadows without traveling through the City. He further explained the island was historically created when the City annexed only the right-of-way for Millen, which should not have left Green Meadows unincorporated.

Mr. Randall stated that Ms. Brenda Gomez, present in the audience, owns Lots 26–31 in Green Meadows and has petitioned to annex her property. He explained that per state requirements, when a property is annexed, the adjacent right-of-way must also be annexed. In this case, that includes Maple Drive and the alley. Mr. Randall noted that, in the long term, the City intends to annex all of Green Meadows to eliminate confusion. Future annexations may involve State Land, Game and Fish (which owns the lake), and Del Norte (which owns property to the north).

Mr. Randall stated that Ms. Gomez’s request covers her lots, with the possibility of a subdivision that would require full improvements including water, sewer, and roadway. He stated that Lot 2, currently used primarily as an event barn, may also be force-annexed by the City Commission if necessary.

Mr. Randall noted that the water and sewer can be extended to serve the properties along Maple Street.

In response to Ms. Turner’s question, Mr. Randall explained that the annexation must ultimately be adopted by ordinance at the City Commission level, which will include public notice and comment.

Mr. Ramirez made a motion to recommend the requested annexation to the City Commission for approval, seconded by Ms. Turner. The vote on the motion was 5-0 and the motion passed.

7) Review and Consider a Development agreement with Grimes Land Co. for City Drainage Basin and extension of public infrastructure

Mr. Randall stated this is a development agreement with Grimes Land Company for City drainage basin and extension of public infrastructure. He stated the Planning Board had

previously reviewed the concept; this is the formal agreement. Mr. Randall stated the property is located off West County Roadway and includes two tracts.

Mr. Randall explained that the agreement covers the dedication, design, and construction of a drainage channel, along with a partial dedication of West County Road. He stated the developer will be allowed to use the spoils from the drainage excavation to improve the development. Mr. Randall noted that a public roadway extension and a 10-inch water line extension to create a loop line are included. He stated there is no sewer access at this location, and no financial participation by the City.

Mr. Randall stated that the drainage channel will be dedicated to the City, which will be responsible for it in the future. He stated the roadway will be built to an industrial section standard (not full curb and gutter). This subdivision will allow the property to extend to the roadway, giving the developer the ability to place a freestanding sign.

In response to Mr. Kesner's concern, Mr. Randall confirmed that no lot would be subdivided without public access.

Mr. Ramirez made a motion to approve the development agreement with Grimes Land Co., seconded by Mr. Drennan. Mr. Donahue abstained due to his affiliation with Grimes Land Co. The vote on the motion with 4-0 with one abstention and the motion carried.

8) Review and Consider Subdivision Sketch Plan on East Midwest

Mr. Randall presented a sketch plan for a proposed subdivision on Midwest. He stated the developer has not yet purchased the property, but wanted to bring the concept forward to determine if development would be feasible. Mr. Randall stated the subdivision would involve splitting the property into three lots. He noted the sewer and water infrastructure would need to be extended to fully serve the lots.

Mr. Randall stated that staff recommends deferring roadway improvements on Midwest, with the possibility of a development agreement where the developer contributes a fair share toward future improvements. Mr. Randall stated that a dedication of a portion of Midwest would be required.

Mr. Randall discussed a 30-foot tract of land owned by Brewton RH Estates currently prevents extension of the sewer line. Mr. Randall stated that staff suggested the developer initiate contact with the owner, with the City assisting as needed.

In response to Mr. Kenser's question, Mr. Randall stated that the City has been maintaining the roadway under a prescriptive easement, though it has not been formally dedicated.

Mr. Randall discussed options considered, including requiring full roadway improvements now, deferring improvements through a development agreement, or seeking future funding (such as CDBG grants).



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
October 20, 2025

SUBJECT: Resolution No. 7694 - Authorizing Execution of a Grant Agreement with the New Mexico Environment Department for Capital Outlay Project SA 25-J2400-GF

DEPT OF ORIGIN: Utilities

DATE SUBMITTED: 10/9/2025

SUBMITTED BY: Todd Randall, Assistant City Manager

Summary:

The New Mexico Environment Department (NMED) has awarded Capital Outlay Project SAP 25-J2400-GF to the City of Hobbs in the amount of \$1,500,000 under the 2025 State Appropriations Act. The project provides funding to replace a water main and to plan, design, and construct water system improvements within the Hobbs municipal water network. The grant carries a reversion date of June 30, 2029, and requires compliance with all state procurement and reporting provisions.

The attached Grant Agreement outlines the terms, disbursement procedures, and administrative requirements associated with the project. Execution of this agreement allows the City to begin project planning, engineering design, and procurement activities in coordination with NMED Construction Programs Bureau.

Fiscal Impact:

The BAR #1 on this agenda includes the creation of new line item for the grant revenue and expenditures of \$1.5M

Attachments:

Resolution - Grant Agreement SAP 25-J2400-GF
2025-8-25 WPD CPB GA City of Hobbs 25-J2400-GF

Recommendation:

Motion to approve the resolution.

Approved By:

Tim Woomer, Utilities Director	10/10/2025
Toby Spears, Finance Director	10/10/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	10/13/2025

CITY OF HOBBS

RESOLUTION NO. 7694

**A RESOLUTION AUTHORIZING EXECUTION OF A GRANT AGREEMENT WITH
THE NEW MEXICO ENVIRONMENT DEPARTMENT FOR CAPITAL OUTLAY
PROJECT SAP 25-J2400-GF**

WHEREAS, the State of New Mexico, through the New Mexico Environment Department (NMED), has awarded Capital Appropriation Project SAP 25-J2400-GF to the City of Hobbs in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000) to replace a water main and to plan, design, and construct water-system improvements in Hobbs, Lea County, with a reversion date of June 30, 2029;

WHEREAS, the City of Hobbs desires to enter into the Grant Agreement with NMED for this project and to designate authorized representatives to act on behalf of the City in all matters pertaining thereto;

NOW, THEREFORE, BE IT RESOLVED by the Hobbs City Commission that:

1. Approval of Grant Agreement. The City Commission hereby approves the *New Mexico Capital Outlay Grant Agreement (SAP 25-J2400-GF)* between the New Mexico Environment Department and the City of Hobbs for the purposes stated above.
2. Authorization to Execute Agreement. Sam D. Cobb, Mayor, or his successor, is hereby authorized to execute the Grant Agreement and any subsequent amendments thereto on behalf of the City of Hobbs.
3. Effective Date. This Resolution shall become effective upon adoption.

PASSED, APPROVED, AND ADOPTED this 20TH day of October, 2025.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, New Mexico Environment Department, (“**Department**”) and City of Hobbs, (“**Grantee**”) (individually “**Party**” and collectively “**Parties**”). This Agreement shall be effective as of the date the Department executes it (“**Effective Date**”).

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 28, Subsection 49, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. SAP 25-J2400-GF (“**Project**”) **June 30, 2029** (“**Reversion Date**”). Laws of 2025, Chapter 159, Section 28, Subsection 49, One Million Five Hundred Thousand Dollars, (\$1,500,000.00), to replace a water main and to plan, design and construct water system improvements in Hobbs in Lea county;.
- B. Grantee’s total reimbursements shall not exceed One Million Five Hundred Thousand Dollars \$1,500,000.00 (“**Appropriation Amount**”) minus the allocation for Art in Public Places (“**AIPP amount**”), if applicable, No Dollars, \$0.00, which equals One Million Five Hundred Thousand Dollars, \$1,500,000.00 (“**Adjusted Appropriation Amount**”).
- C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the “**Project Description**.”

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, “**Project Budget**”). The Department shall review and approve the Project Budget by approving a Notice of Department’s Obligation (“**Notice of Obligation**”), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:
 - a. Irrespective of any Notice of Obligation, Grantee’s expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and

- b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.
- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer

required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

- A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee:	City of Hobbs
Name:	Tim Woomer
Title:	Utilities Director
Address:	200 E. Broadway, Hobbs, NM 88240
Email:	twoomer@hobbsnm.org
Telephone:	575-397-9315

- B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee:	City of Hobbs
Name:	Toby Spears
Title:	Finance Director
Address:	200 E. Broadway, Hobbs, NM 88240
Email:	tspears@hobbsnm.org
Telephone:	575-397-9235

- C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Environment Department
Name: Barbara Romero
Program Administrator
NMENV-cpbsap@state.nm.us or barbara.romero@env.nm.gov
Telephone: 505-670-3615

Environment Department
Name: Brandon Kalinowski
Project Manager
Email: brandon.kalinowski@env.nm.gov
Telephone: 505-670-3571

Environment Department

Sara Rhoton
Technical Section Manager
Sara.rhoton@env.nm.gov
Telephone: 505-469-2687

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
 - a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
 - a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.
- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
 - a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of

contract claim against the State of New Mexico in the event of Early Termination of this Agreement.

- b. As used herein, “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.

- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department’s sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
 - a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.
- B. In the event of Suspension of this Agreement, the Department’s sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.
 - a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
 - b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
 - c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

- A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.

- ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
 - iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
 - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.
- B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.
- C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:
 - a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
 - b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.
- D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.
 - a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

- A. The following general conditions and restrictions shall apply to the Project:
 - a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
 - b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
 - c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
 - d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.

- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.

- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
 - g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.
- C. **Consequences of False or Misleading Representations.** If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
 - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
 - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. **Survival of Representations and Warranties.** The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation,

misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:
 - a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, [Grantee's name] may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. [Grantee's name]'s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the [Grantee's name] or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the [Grantee's name] or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:
 - a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with [Grantee's name], [Grantee's name] may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, [Grantee's name] only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
 - a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public

record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
 - iii. The SBOF may in the future impose further or different conditions upon the Project;
 - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
 - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
 - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.

- b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.
- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.
- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and

effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

- L. **Survival of Certain Agreement Terms:** Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. **Third Party Beneficiaries:** Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. **Waiver:** A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. **Standard and Manner of Performance:** Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. **Licenses, Permits, and Other Authorizations:** Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. **Publicity:** Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.
 - a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
 - b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
 - c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. **Data Sharing:** The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future

developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

- S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

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

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

Sam Cobb

(Print Name)

October 21th, 2025

Date

Mayor

(Title)

Fiscal Officer or Chief Financial Officer: (OPTIONAL)

Signature

Toby Spears

(Print Name)

Date

Finance Director

(Title)

Legal Counsel: (OPTIONAL)

Signature

Medjine Desrosiers-Douyon

(Print Name)

Date

Deputy City Attorney

(Title)

APPROVED BY DEPARTMENT:

New Mexico Environment Department

Dennis Romero, P.E., Bureau Chief, NMED Construction Programs Bureau

Signed pursuant to the June 23, 2025, Secretary of Environment Delegation Order

EXHIBIT A

Request for Payment Form and Certification

Rev. July 2025	NEW MEXICO ENVIRONMENT DEPARTMENT CONSTRUCTION PROGRAMS BUREAU											
NMED DISBURSEMENT REQUEST SPECIAL APPROPRIATIONS PROGRAM (SAP)												
A. NAME OF ENTITY			C. DISBURSEMENT REQUEST NUMBER									
B. PROJECT NUMBER			D. GRANT AMOUNT									
PROJECT BUDGET			PREVIOUS EXPENDITURES			CURRENT EXPENDITURES			CUMULATIVE		FUNDS REMAINING	
NMED PROGRAM	OTHER FUNDS		NMED PROGRAM	OTHER FUNDS		NMED PROGRAM	OTHER FUNDS		NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees												
Other Professional												
Service Fees												
Inspection Fees												
Property Acquisition												
Construction Cost												
Planning Cost												
Equipment												
Other Costs (specify)												
Contingencies												
TOTAL												
Article IX.A. (iii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.												
Certification: I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to: a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement. b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices. c. Submission of supporting documentation as required by the Agreement. d. Maintenance of all necessary records and documentation as stipulated in the Agreement.												
Certification: I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.												
Certification: I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.												
Reporting Certification: I hereby certify to the best of my knowledge and belief, that the database reporting is up to date; to include the accuracy of the expenditures and grant balance, project status, project phase, achievements and milestones, and in compliance with Article VIII of the Capital Outlay Grant Agreement.												
Signature of Official Representative:			Typed or Printed Name:			Phone:			Date:			

EXHIBIT B

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B**

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____
Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: _____
Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: \$ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

EXHIBIT E

Data Sharing Provisions

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

Capital Appropriations Certification Document

Article IX. A. (ii) and (iii)

(City of Hobbs SAP 25-J2400-GF)

Payment Request No _____

I certify that payment to all vendors on the above referenced payment request were paid no more than ten (10) days after receiving reimbursement from NMED.

Official Representative, Signed Name, Printed Name, Date

ATTACHMENT A

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

PROJECT BUDGET

GRANTEE: City of Hobbs

PROJECT NO: SAP 25-J2400-GF

Please provide a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone, referred to collectively as the "Project Budget." While it can be difficult to estimate costs and timelines, setting a plan for these can help keep realistic expectations and goals to keep a project moving forward to achieve the project scope and objectives. Contact your NMED-CPB Project Manager with questions.

- 1) Expenditure Plan.** Indicate what expenses funding will be used.

Detailed Expenditure Plan		
USES OF FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees		
Other Professional		
Service Fees		
Inspection Fees		
Property Acquisition		
Construction Cost		
Planning Cost		
Equipment		
Other Costs (specify)		
Contingencies		
TOTAL	\$ -	\$ -

- 2) **Procurement Plan.** Describe how engineering or professional services, construction contractors, equipment, or other goods or services will be procured.

Chief Procurement Officer

All Public Bodies are required by 13-1-95.2 NMSA 1978 to have a Chief Procurement Officer to conduct all procurement activities.

Who is your Chief Procurement Officer (CPO)? _____

Describe how you will secure CPO services, if you currently do not have a CPO. _____

Professional Services

Have engineering or professional services already been procured and contracted? _____

If not, describe how you will procure engineering or professional services _____

Reminders:

- COSTS ABOVE \$60,000, require solicitation of services via a Request for Proposal (RFP).
- COSTS BELOW \$60,000 must adhere to 13-1-125 NMSA 1978 and procurements cannot be artificially divided into smaller units to circumvent legal requirements, such as formal solicitation.
- MULTI-TERM CONTRACTS can be renewed for up to four years 13-1-150 NMSA 1978. Monitor the remaining time on your contracts and plan for renewal in advance.

Construction

Contractors must be hired using a public bidding process for any project over \$60,000 (13-1-125 NMSA 1978) and procurements cannot be artificially divided into smaller units to circumvent legal requirements, such as formal solicitation.

Equipment Purchase

Equipment purchase must follow proper procurement code. Please see Chapter 13 Public Purchase and Property NMSA 1978.

- 3) **Project Timeline.** Setting a timeline can help keep a project on track to meet required expenditure deadlines. *(An example schedule is provided below.)*

Project Timeline:

OVERALL – MILESTONES		EXPECTED EXPENDITURE PER MILESTONE
ESTIMATED START DATE		
5% FUNDS OBLIGATED*		
ESTIMATED END DATE		
DETAILED – PHASES		
TOTAL		\$

***Disclaimer:** You have accepted grant funds on the condition that 5% of these funds are to be obligated in a Notice of Obligation within 6 months of bond issuance in accordance with XIX.B.(STB's only) and at least 10% within one (1) year in accordance with IX.B (all projects).

You can obligate funds by entering into a contract with an engineer or contractor. State Procurement Code must be followed for the purchase of all goods and services.

Your NMED-CPB project manager will be happy to help you navigate these requirements, so that your grant money can be spent, and your project successfully completed.

Example Timeline:

OVERALL – MILESTONES		EXPECTED EXPENDITURE PER MILESTONE
ESTIMATED START DATE	Month 0	
5% FUNDS OBLIGATED*	+ 6 months from start date = Month 6	\$100,000
ESTIMATED END DATE	Use detailed schedule below. 2.5- 3 years	
DETAILED – PHASES		
HIRE AN ENGINEER	4 months	
PLANNING DOCUMENT	6 months	\$25,000
DESIGN, PERMIT	9 months	\$60,000
ADVERTISE FOR BID, AWARD PROJECT	6 months (allow for rebid)	
CONSTRUCTION AND ENGINEERING CONSTRUCTION PHASE SERVICES (START TO FINISH)	Varies widely. 6 months to a year, or more.	\$750,000 and \$15,000
CLOSEOUT CONSTRUCTION/ FUNDS	1 month at end of construction schedule.	
TOTAL		\$850,000

- 4) **Additional Information.** Please use this space below to provide any additional details about your project you would like to share to show your project plan and readiness.

Grantee Signatory Authority

Print Name

ATTACHMENT B
TECHNICAL REQUIREMENTS
NEW MEXICO ENVIRONMENT DEPARTMENT
CAPITAL OUTLAY

ARTICLE 1 REVIEW

Upon execution of the grant agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

- A. The Grantee must submit copies to NMED of all unexecuted contracts or quotes the Grantee intends to enter in that are related to the project for the creation of a notice of obligation. Only approved eligible expenditures incurred after the effective date of the Grant Agreement shall be reimbursed or paid from these funds.
- B. If grant funds are used for construction, a site certificate must be submitted prior to project bid advertisement that certifies all necessary easements, rights-of-way, and/or property upon or through which the project is being constructed have been obtained. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.
- C. If grant funds are used for meter installation, the Grantee must follow the NMED Guidelines for Meter Upgrade Projects. Meters must be installed before payment can be made. Request a copy of the Guidelines from your NMED Project Manager.
- D. If grant funds are used for construction, the Grantee will submit notice of the award and a copy of the executed construction contract documents.
- E. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction.
- F. All daily construction inspection reports shall be made available to the NMED upon request.
- G. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans but will be a general NMED review as described in Article 2 below.

ARTICLE 2 NMED OVERSIGHT

NMED oversight is only for purposes of compliance with applicable state grant requirements, procedures, statutes, and regulations. NMED approval will not be interpreted as a warranty or guarantee of any kind. Responsibility for the design of the project will lie solely with the engineer of record. All defects and their correction will be the responsibility of the Grantee and its contractors and engineers or consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and engineers or consultants will remain responsible for the completion and success of the project. No action by NMED shall relieve the owner, engineer, or contractor of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

ARTICLE 3 CLOSEOUT

- A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and the engineer of record.

- B. If the grant funds are used for purchase of equipment, final payment will be made after receipt of the equipment and equipment title, if applicable. Appraisal reports are required for the purchase of used equipment.
- C. If the grant funds are used for construction, final payment will be made after the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:
- i. A certificate of substantial completion including punch list items.
 - ii. A final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee.
 - iii. A written consent of the surety, if any, to final payment.
 - iv. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied.
 - v. Certification letter by the Grantee and contractor that the Labor Standards Contract Provisions have been met.
 - vi. Certification letter of project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED.
 - vii. Certification letter from the Grantee confirming receipt and acceptance of the record drawings and operation and maintenance manuals.

A RESOLUTION AUTHORIZING PROJECT SAP 25-J2400-GF **AS DESCRIBED IN ATTACHMENT A, AND THE**
ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)

Resolution Number

Whereas, the **Board of Directors / Council / Commission** of **Community / Utility** of **County Name** County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as **Project Number SAP** SAP 25-J2400-GF

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

(Name), Mayor/ Chairperson / Director / Officer, or successor is authorized to sign the Grant Agreement for this project, and

(Authorized Office Name), (Authorized Officer Title), (may have more than one) or successor is the OFFICAL REPRESENTATIVE(S) who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements and to act as the project contact, and

(Designated Agent or Employee Name), (Title), or successor is the DFA Database contact who is designated to update the database quarterly per Article VIII. A. of the Intergovernmental Grant Agreement.

(Designated Agen or Employee Name, (Title), (may have more than one) or successors is the CONTACT who is designated to receive Notice of Obligations (NOO'S).

PASSED, APPROVED, AND ADOPTED: _____.

Name, Mayor / Chairperson / Director / Officer, Title, Community / Utility

(Signature)

Date

(SEAL)

ATTEST:

(Municipal Clerk)

Name of Grantee: City of Hobbs Project Number: SAP 25-J2400-GF

Current Authorized Signatures (submit with Signature Resolution, update when necessary)

Authorized to Sign Agreement			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Official Representatives authorized to sign Disbursement Requests and all other documents.			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Alternate Official Representative, to sign Disbursement Requests and all other documents and act as the Point of Contact.			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Designated Agent or Employee that will make DFA database updates			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Notice of Obligations			
Name		Name	
Title		Title	
Signature	No Signature Required	Signature	No Signature Required
Address		Address	
Email		Email	
Phone		Phone	



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
October 20, 2025

SUBJECT: Resolution No. 7695 - Authorizing a Grant Agreement with the New Mexico Department of Transportation for DFA Appropriation ID J3274 NMDOT Control Number C2253274 to Plan, Design, and Construct Road Improvements Including Mill, Overlay and Striping on Marland Blvd. in the Amount of \$2,050,000.00

DEPT OF ORIGIN: General Services

DATE SUBMITTED: 10/8/2025

SUBMITTED BY: Jana White, Project Manager

Summary:

The City of Hobbs has received a Capital Appropriation Project grant from the State of New Mexico Department of Finance Administration. The grant appropriation in the amount of \$2,050,000 is to plan, design, and construct road improvements including mill, overlay and striping on Marland Blvd. The appropriation reversion date is June 30, 2029.

Fiscal Impact:

Grant Agreement Amount:	\$2,050,000
MUNIS budget 214021-44901-00392	\$2,050,000

Attachments:

Resolution - Grant Agreement C2253274
09.04.2025 C2253274_City of Hobbs_Original 2

Recommendation:

To make a motion to approve the Resolution for the Mayor to execute grant agreement CN C2253274 with NMDOT

Approved By:

Shelia Baker, General Services Director	10/08/2025
Toby Spears, Finance Director	10/09/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	10/09/2025
Manny Gomez, City Manager	10/13/2025

CITY OF HOBBS

RESOLUTION NO. 7695

A RESOLUTION AUTHORIZING THE MAYOR TO
EXECUTE A GRANT AGREEMENT WITH THE NMDOT FOR
DFA APPROPRIATION ID J3274

WHEREAS, the State of New Mexico 2025 Legislative Capital Appropriation Project has been awarded to the City of Hobbs; and

WHEREAS, this grant appropriation in the amount of **\$2,050,000.00** is to plan, design and construct road improvements, including mill, overlay and striping, on Marland Boulevard in Hobbs in Lea County.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to take all necessary and appropriate action to effectuate this Resolution for a Grant Agreement with the State of New Mexico, NMDOT for DFA Appropriation ID J3274, CN C2253274, a copy of which is attached hereto and incorporated herein.

PASSED, APPROVED AND ADOPTED this 20th day of October, 2025.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Contract Number: _____

Vendor Number: 0000054339

Control Number: HW2C2253274

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
DEPARTMENT OF TRANSPORTATION
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Transportation, ("**Department**") and City of Hobbs, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, HB450, Chapter 159, Section 39, Subsection 54, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. C2253274 ("Project")**, Appropriation ID **J3274**, Reversion Date **6/30/2029 ("Reversion Date")**. Laws of 2025, Chapter 159, Section 39, Subsection 54, (Two Million Fifty Thousand Dollars and No Cents) **(\$2,050,000)**, to plan, design and construct road improvements, including mill, overlay and striping, on Marland boulevard in Hobbs in Lea county.
- B.** Grantee's total reimbursements shall not exceed Two Million Fifty Thousand Dollars and No Cents, **(\$2,050,000) ("Appropriation Amount")** minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, Zero Dollars and No Cents, which equals Two Million Fifty Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").
- C.** In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

- A.** Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying

expected expenditures per milestone (collectively, “**Project Budget**”). The Department shall review and approve the Project Budget by approving a Notice of Department’s Obligation (“**Notice of Obligation**”), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee’s expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee’s Third Party Obligation(s); and
 - c. Grantee’s expenditures are made and accounted for pursuant to the State Procurement Code, State’s Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project (“**Third Party Obligations**”); and
 - d. Grantee’s submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration’s Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee’s submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department’s issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee’s expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

- A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Hobbs
Name: Shelia Baker
Title: General Services Director
Address: 200 E. Broadway, Hobbs, New Mexico 88240
Email: sbaker@hobbsnm.org
Telephone: 575-397-9236

- B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Hobbs
Name: Toby Spears
Title: Finance Director
Address: 200 E Broadway, Hobbs, NM 88240
Email: tspears@hobbsnm.org
Telephone: 575-397-9325

- C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation, District 2 Office
Name: Libby Coslin
Title: Capital Outlay District Coordinator
Address: P.O. Box 1457, Roswell, NM 88202

Email: Libby.Coslin2@dot.nm.gov
Telephone: 575-840-3373

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the **Reversion Date** unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
 - a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
 - a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.
- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
 - a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:

- i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
 - a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.
- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.
 - a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
 - b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
 - c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

- A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

- iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
 - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.
- B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.
- C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:
 - a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
 - b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.
- D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.
 - a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

- A. The following general conditions and restrictions shall apply to the Project:
 - a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
 - b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
 - c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
 - d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
 - e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.

- i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any

function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.

- ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.
- C. **Consequences of False or Misleading Representations.** If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
 - a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
 - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
 - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. **Survival of Representations and Warranties.** The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:
 - a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, [Grantee's name] may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. [Grantee's name]'s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the [Grantee's name] or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the [Grantee's name] or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:
 - a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with [Grantee's name], [Grantee's name] may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, [Grantee's name] only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
 - a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 - c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
 - d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.
- B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:
- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 - b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 - c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
 - d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

- A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.
- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
 - iii. The SBOF may in the future impose further or different conditions upon the Project;
 - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
 - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
 - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.
- B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.
- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.

- b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.
- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.
- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and

effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

- L. **Survival of Certain Agreement Terms:** Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. **Third Party Beneficiaries:** Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. **Waiver:** A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. **Standard and Manner of Performance:** Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. **Licenses, Permits, and Other Authorizations:** Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. **Publicity:** Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.
 - a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
 - b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
 - c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. **Data Sharing:** The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future

developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

- S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

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

APPROVED BY DEPARTMENT:

NMDOT Cabinet Secretary or Designee:

Signature

Date

(Print Name)

(Title)

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature

(Print Name)

(Title)

APPROVED BY GRANTEE: City of Hobbs
Entity Name

Official with Authority to Bind Grantee:

Signature

(Print Name)

(Title)

Date

Fiscal Officer or Chief Financial Officer:

Signature

(Print Name)

(Title)

Date

Legal Counsel: (OPTIONAL)

Signature

(Print Name)

(Title)

Date

EXHIBIT A
Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip _____
C. Contact Name/Phone #: _____
D. Grant No.: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: \$ 0.00
C. AIPP Amount (if Applicable): \$ 0.00
D. Funds Requested to Date: \$ 0.00
E. Amount Requested this Payment: _____
F. Reversion Amount (if applicable): \$ 0.00
G. Grant Balance: \$ 0.00
H. ☐ Final Request for Payment (if applicable)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐

I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐

I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐

I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer

Date

Division Grant Manager

Date

EXHIBIT B

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____

FROM: Grantee: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

¹ Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

Project Budget Worksheet

Detailed Expenditure Plan
DATE:

DATE:

[illegible]

Detailed Procurement Plan
Date:

Date: _____

[illegible]

EXHIBIT E
Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit (“Exhibit”) is incorporated into the New Mexico Capital Outlay Agreements (“Agreements”) between the State of New Mexico (“State”) and [Insert Partner Name] (“Partner”). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

EXHIBIT F
NM DEPARTMENT OF TRANSPORTATION PROVISIONS

The City of Hobbs shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Hobbs shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.