



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

Monday, June 15, 2026 - 6:00 PM

	Jonathan Sena Mayor	
R. Finn Smith Commissioner - District 1	Christopher R. Mills Commissioner - District 2	Larron B. Fields Commissioner - District 3
Joseph D. Calderón Commissioner - District 4	Dwayne Penick Commissioner - District 5	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.gov

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the June 1, 2026, Regular Meeting (*Rose Galavez, Deputy Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

2. Proclamation Proclaiming Friday, June 19, 2026, as "JUNETEENTH NATIONAL INDEPENDENCE DAY" in the City of Hobbs (*Jonathan Sena, Mayor*)
3. Recognition of City Employees - Milestone Service Awards for the Month of June, 2026 (*Manny Gomez, City Manager*)

- 5 years - Luis Romero Ramirez, Hobbs Police Department
- 5 years - Ty Gleaves, Hobbs Fire Department
- 5 years - Abriana Hernandez Franco, Hobbs Public Library
- 5 years - Michael Ontiveros, Hobbs Fire Department
- 10 years - Mary Puccio, Hobbs Senior Center
- 10 years - Melody Maldonado, Hobbs Public Library
- 15 years - Luis Mora, Parks and Open Spaces Department

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

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

4. Resolution No. 7782 - Authorizing the Mayor to Make Appointments to the City of Hobbs Advisory Boards (*Jonathan Sena, Mayor*)
5. Resolution No. 7783 - Authorizing the City Manager to Enter into a Contract with the Non-Metro Area Agency on Aging for Funding of Meals at the Hobbs Senior Center (*Doug McDaniel, Recreation Director*)
6. Resolution No. 7784 - Approving the Third and Final One-Year Extension of the Professional Services Agreement with Kenny Kim and Joy Field DBA Kimjoy Group, LLC for Management and Operation of the Restaurant and Catering Service at Rockwind Community Links Golf Course (*Doug McDaniel, Recreation Director*)

DISCUSSION

7. Review of Current and Proposed Fees for Rockwind Community Links Golf Course (*Doug McDaniel, Recreation Director*)

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

8. Resolution No. 7785 - Authorizing the Mayor to Execute an Amended Employment Agreement with City Manager Manny Gomez. (*Nicholas Goulet, HR Director*)
9. Resolution No. 7786 - Determining that Certain Properties are Ruined,

Damaged and Dilapidated Requiring Removal from the Municipality (521 E. Marland) (*Amber Leija, Assistant City Attorney, Jessica Silva, Community Services Superintendent*)

10. PUBLICATION - Proposed Ordinance Amending Sections 6.05.020, 6.05.040, 6.05.050, and 6.05.060 of the Hobbs Municipal Code Regarding Animals (*Amber Leija, Assistant City Attorney*)
11. Resolution No. 7787 - Authorizing the Mayor and the City Manager to Execute a Professional Services Agreement with the Boys and Girls Club of Hobbs for FY27 (*Doug McDaniel, Recreation Director*)
12. Resolution No. 7788 - Authorizing the Mayor and the City Manager to Execute a Memorandum of Understanding with the University of the Southwest for Use of the University's Kitchen (*Doug McDaniel, Recreation Director*)
13. Resolution No. 7789 - Establishing the Special Event Permit Application and Fees for Special Events at the HIAP Runway and Tarmac (*Doug McDaniel, Recreation Director*)
14. Resolution No. 7790 - Approving the FY 2028-2032 Infrastructure Capital Improvement Plan (ICIP) (*Angel Lopez Zamora, Planning Project Manager, Todd Randall, Assistant City Manager*)
15. PUBLICATION - Proposed Ordinance Authorizing the Sale of Approximately 21.75 Acres (Replat of Lots 8, 9, 10 and 11, Hobbs Industrial Airpark South Subdivision) to Mewbourne Oil Company. (*Todd Randall, Assistant City Manager*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

16. Next Meeting Dates:

City Commission Regular Meetings

- Monday, July 6, 2026, at 6:00 p.m.
- Monday, July 20, 2026, at 6:00 p.m.
- Monday, August 3, 2026, at 6:00 p.m.
- Monday, August 17, 2026, at 6:00 p.m..
- Tuesday, September 8, 2026, at 6:00 p.m.
- Monday, September 21, 2026, at 6:00 p.m.

ADJOURNMENT

If you are an individual with a disability who needs a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the above meeting, please contact the City Clerk's Office at (575) 397-9200 at least 72 hours prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk's Office if a summary or other type of accessible format is needed.



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
June 15, 2026

SUBJECT: Minutes of the June 1, 2026, Regular Meeting

DEPT OF ORIGIN: City Clerk

DATE SUBMITTED: 6/4/2026

SUBMITTED BY: Rose Galavez, Deputy Clerk

Summary:

Minutes of the regular Commission meeting held on June 1, 2026.

Fiscal Impact:

N/A

Attachments:

June 1, 2026 - Minutes

Recommendation:

Motion to approve the minutes.

Approved By:

Jan Fletcher, City Clerk 06/08/2026

Manny Gomez, City Manager 06/08/2026

Minutes of the regular meeting of the Hobbs City Commission held on Monday, June 1, 2026, 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 Sena 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 Jonathan Sena
Commissioner R. Finn Smith (absent)
Commissioner Chris Mills
Commissioner Larron B. Fields
Commissioner Joseph D. Calderón
Commissioner Dwayne Penick
Commissioner Don Gerth

Also present:

Manny Gomez, City Manager
Medjine Desrosiers-Douyon, Deputy City Attorney
Amber Leija, Assistant City Attorney
Mark Doporto, Fire Chief
Adam Marinovich, Deputy Fire Chief
Shawn Williams, Fire Marshal
Wade Lyons, Deputy Police Chief
Marina Barrientes, Police Captain
Ricky Guerrero, Police Captain
Jessica Silva, Code Enforcement Superintendent
Anthony Henry, City Engineer
Bryan Wagner, Parks and Open Spaces Director
Matt Hughes, Rockwind Superintendent
Chad Littlejohn, Marketing Coordinator
Evelyn Nunez, Event Coordinator
Doug McDaniel, Recreation Director
Shannon Arguello, Municipal Court Administrator
Nichole Lawless, Library Director
Nicholas Goulet, Human Resources Director
Tracy South, Assistant Human Resources Director
Deborah Corral, Acting Finance Director
Shelia Baker, General Services Director
Jan Fletcher, City Clerk
Rose Galavez, Deputy City Clerk
Alyxandra Salas, Assistant Deputy City Clerk
27 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Calderón moved the minutes of the regular meeting of May 18, 2026, be approved as written. Commissioner Smith seconded the motion and the vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Sena yes. The motion carried.

Commissioner Calderón moved the minutes of the Budget Work Session of May 18, 2026, be approved as written. Commissioner Gerth seconded the motion and the vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Sena yes. The motion carried.

Closed Session

The City Commission convened in closed session on Monday, June 1, 2026, at 4:30 p.m. for discussion of limited personnel matters, specifically the City manager's annual performance evaluation and employment contract. The matters discussed in the closed meeting were limited only to pending litigation and no action was taken during the meeting.

Proclamations and Awards of Merit

Recognition of Hobbs Fire Department and Hobbs Police Department Academy Graduates

Mr. Manny Gomez, City Manager, recognized the recent graduates of the Hobbs Fire Department and the Hobbs Police Department for successfully completing their respective academies. He stated graduating from an academy requires discipline, commitment, time, energy, and the support of both peers and family members. Mr. Gomez expressed his appreciation to the instructors and staff of both academies for preparing the graduates for these honorable professions. He emphasized that public service is more than a job, it is a privilege. He then invited the chiefs of both departments to introduce their graduates.

Fire Chief Mark Doporto introduced the graduates of Hobbs Fire Department Academy 31 as follows:

- Samuel Baeza
- Jacob Bayouth

- Ryan Gonzalez
- Cecilia Saenz
- Michel Santana
- Terence Smith

Fire Chief Doporto stated the cadets successfully completed the 12-week internal academy. He stated the program began with six individuals who have now earned their place as members of the Hobbs Fire Department team. Through early mornings, long hours and dedicated preparation, each graduate demonstrated the courage, determination and professionalism required to serve the community alongside the Department's firefighters. Chief Doporto congratulated the graduates, welcomed them to the fire service, reminded them of the commitment they have undertaken and thanked them for their dedication and service.

Police Captain Marina Barrientes of the Hobbs Police Department recognized three officers who recently graduated from the Southeastern New Mexico Law Enforcement Academy. She stated the graduates are now certified law enforcement officers and will begin the next phase of their development through the Department's field training program. Captain Barrientes expressed her excitement about seeing the officers represent the City of Hobbs and serve its citizens. She introduced the graduates as follows:

- Officer Derick Brooks
- Officer Dominic Buendia
- Officer Steven Alvarado

Captain Barrientes congratulated the graduates on their accomplishment and wished them success as they begin their careers in law enforcement.

Public Comments

Ms. Becca Titus, President and CEO of United Way Hobbs, expressed her appreciation to the City Commission for providing Lodgers' Tax funding that helped make the Pickleball and Flag Football tournaments possible. She stated registration remains open for both events. Ms. Titus stated Lodgers' Tax funding enables United Way to raise funds at a level that makes these events not only possible but also impactful. She emphasized the benefits extend beyond the events themselves. Through the strong partnership established with the City, United Way has been able to participate in important community discussions, including conversations surrounding Senate Bill 3 and the potential allocation of related funding within the community. She stated the opportunity to be involved in these discussions is something United Way does not take for granted. Ms. Titus commented these collaborative efforts result in more families being served, greater partner engagement, and more opportunities to share the stories and needs of the community. Ms. Titus again thanked the City, Lodgers' Tax partners,

and all of the community partners for their continued support and confidence in United Way. She concluded by stating an investment in United Way is an investment in the entire county.

Consent Agenda

Mayor Sena 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. 7773 - Recognizing the Importance of the Waste Isolation Pilot Plant (WIPP) to National Environmental Cleanup Efforts and Encouraging Continued Collaboration Between State and Federal Partners

Resolution No. 7774 - Designating Person(s) Qualified as an Acting Municipal Judge and Establishing Compensation

Resolution No. 7775 - Authorizing the City Manager's Litigation Authority

Resolution No. 7776 - Authorizing the Mayor to Execute a Grant Agreement Amendment No. 1 with the State of New Mexico Department of Transportation for CN: C2223142

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

Discussion

Discussion of the 2028-2032 Infrastructure Capital Improvement Plan (ICIP) Projects

Mr. Angel Zamora, Planning Project Manager, presented a PowerPoint presentation regarding the City's Infrastructure Capital Improvement Plan (ICIP) projects. He explained the ICIP process allows municipalities to plan and project capital improvement needs over the next five years. Mr. Zamora reviewed the Top 10 projects selected by the Planning Board at its most recent meeting and provided a comparison between the projects selected this year and those identified in the previous year's ICIP. He stated the Lead and Copper Rule Inventory and Replacement Program was added to the project list and that no projects were removed.

The list of projects approved by the Planning Board are as follows:

1. Streets Improvements / Resurfacing
2. Drainage Master Plan and Improvements
3. Joe Harvey Blvd. Improvements
4. West College Lane Realignment
5. West Bender Widening Project and Drainage
6. Dal Paso – Glorietta Traffic Signal
7. Ambulance
8. Animal Care Service Center
9. Potable Ground Water Storage Tank Liner
10. Municipal Facility Security Improvements

Mr. Zamora and Mr. Anthony Henry, City Engineer, answered questions and provided additional details regarding the proposed projects. Mr. Zamora reviewed the Capital Outlay Grant Awards received by the City and discussed the schedule for ICIP recommendations and approvals. He noted that the deadline for submitting the ICIP to the New Mexico Department of Finance and Administration (DFA) is July 1, 2026.

Mr. Gomez stated DFA accelerated the ICIP process during the previous year, which is why the City must rank and select its Top 5 projects according to the upcoming deadlines.

Mayor Sena commented that discussions regarding the Southeast Bypass have resurfaced in recent conversations. He expressed hope that the project can be added to the list of future priorities and noted that it has been mentioned in several discussions. Mayor Sena acknowledged that the project may still be several years away from implementation but emphasized that it is an important topic worthy of continued consideration and future planning.

Mayor Sena thanked Mr. Zamora and Mr. Henry for the informative presentation.

Special Event Permit Application

Mr. Doug McDaniel, Recreation Director, stated he was recently tasked with developing a plan to accommodate large-scale special events at the Hobbs Industrial Air Park (HIAP). He stated these events are intended to attract visitors to the community and generate economic benefits for local hospitality, retail, and tourism-related businesses. Mr. McDaniel outlined the proposed fee structure for use of the HIAP runway or tarmac. For events with up to 500 attendees, the proposal includes a \$750.00 per-day use fee and a \$300.00 per-day setup fee for days leading up to the event. A security deposit would also be required and would be refunded provided no damage occurs to the facility and all trash is properly removed following the event. For events with more than 500 attendees, the proposal includes a \$1,500.00 security

deposit, a \$1,500.00 per-day use fee, and a \$300.00 per-day setup fee for each day prior to the event.

Mr. McDaniel displayed a draft application form which would be used for events at the HIAP and compared it to the previous version which reflected the former fee structure. He explained the proposed process would require event organizers to first obtain approval from the City Manager before planning efforts begin. Once approved, the Recreation Department along with the Parks and Open Spaces Department would work with organizers to coordinate the event. As part of the requirements, organizers would be required to provide the City with \$1 million in liability insurance coverage. If alcohol is served at the event, organizers would be required to carry \$3 million in liability insurance coverage.

Mr. McDaniel explained the City's responsibility would be limited to providing access to and use of the site. Event sponsors and organizers would be responsible for all other event-related needs and logistics, including but not limited to, fencing, staging, sound systems, lighting, parking, traffic control, restroom facilities, equipment and other measures necessary to ensure a safe and secure event. Following extensive discussion among the Commission and members of the public, Mr. McDaniel re-emphasized the proposal remains in draft form. He stated a finalized version of the policy and application will be presented to the Commission at a future meeting for formal action.

Mayor Sena stated the plans for an amphitheater are currently being developed as a means of hosting additional concerts and entertainment events which would attract visitors to Hobbs and generate increased overnight stays within the community. He emphasized the importance of maintaining a collaborative relationship among the City of Hobbs, Zia Park, and the Lea County Event Center, to ensure future initiatives do not compete with existing venues and partnerships. Mayor Sena stated he is encouraged by the ongoing discussions and pleased with the direction the conversation is taking.

Action Items

Resolution No. 7777 - Adopting Budgetary Adjustment #6 for the Fiscal Year 2025-2026

Ms. Deborah Corral, Assistant Finance Director, explained the details of Budgetary Adjustment #6 for FY 25-26. She stated the General Fund Reserve is projected to decrease from 36% to 35% as a result of a revenue increase of \$61,365.00 and an expenditure increase of \$296,365.00. The revenue increase includes a \$30,000.00 donation from Chevron and \$31,365.00 from the Law Enforcement Recruitment Fund, which consists of state funds distributed directly to law enforcement officers.

The expenditure increase includes an additional \$30,000.00 for condemnation-related costs and \$200,000.00 to cover claims by others within the Risk Management Fund. Ms. Corral noted these items do not affect the General Fund Reserve. Rather, the change in the reserve is attributable to contingency funding needs within City funds, including \$200,000.00 allocated to the Transportation Fund and \$1.2 million allocated to Legislative Appropriations.

There being no discussion, Commissioner Penick moved to approve Resolution No. 7777 as presented. Commissioner Fields seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Sena yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Consideration of Approval of Bid No. 1629-26 for Air Conditioner Filter Replacements

Ms. Shelia Baker, General Services Director, explained Bid No. 1629-26 for Air Conditioner Filter Replacement Services which was advertised on April 12, 2026. The contract includes the purchase and replacement of air conditioner filters, visual inspections, belt replacements, and the reporting of any additional repairs needed for thirty-four City-owned buildings and facilities. Filter replacement intervals will occur either quarterly or every six weeks, depending on the specific location and requirements outlined in the bid documents. The invitation for bids was advertised in the local newspaper, posted on the City of Hobbs website, and distributed through plan rooms. One responsive bid was received. She stated Gary's Heating & Air Conditioning is a licensed New Mexico contractor that has successfully performed these services under a previous contract, and staff has been pleased with the company's performance. Staff recommends accepting the bid in the amount of \$106,520.00.

There being no discussion, Commissioner Gerth moved to accept the bid of Gary's Heating & Air Conditioning as presented. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Sena yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Resolution No. 7778 - Authorizing the Mayor to Execute a Memorandum of Agreement Between Lea County, New Mexico and the City of Hobbs for Construction of a Bus Shelter at the Nor-Lea Medical Clinic

Ms. Medjine Desrosiers-Douyon, Deputy City Attorney, stated this resolution is an excellent example of effective leadership and collaboration in addressing a community need. She explained the project represents a partnership between Lea County and the City of Hobbs to improve accessibility, safety, and public transportation infrastructure for local residents. Under the Memorandum of Agreement, Lea County

has agreed to award \$150,000.00 in discretionary funds to the City of Hobbs for the construction of a bus shelter at the Nor-Lea Medical Clinic, located at 1923 N. Dal Paso Street. The project includes installation of the bus shelter, development of ADA-compliant ramps and pathways, and other site improvements necessary to ensure accessibility and safety.

Ms. Douyon stated the project is being funded through discretionary funds provided by Lea County Commissioner Gary Eidson, who recognized the need for a safe and accessible waiting area for residents utilizing public transportation following medical appointments, regardless of weather conditions. She stated the project reflects thoughtful planning and cooperation between local governments to address a community need and demonstrates a shared commitment to accessibility and ensuring that public infrastructure serves all members of the community. She stated staff believes the agreement serves a valid public purpose by enhancing access to medical services. She expressed appreciation to Commissioner Eidson and Lea County for their support in making the project possible.

Mayor Sena stated Commissioner Eidson has consistently advocated for the residents of Lea County for many years. This is just one example among the many ways he has worked to serve and support the community.

Commissioner Gary Eidson stated this project has been years in the making and represents a vision he has long hoped to see realized. He recalled spotting a citizen standing in the rain after a medical appointment, leaning against the Hobbs Express sign, and he began thinking of the need for improvements. He said he is pleased to see the project coming to life and appreciates the collaboration among all those involved. Commissioner Eidson added that he is proud to support the effort and looks forward to its positive impact on the community.

Ms. Jan Fletcher, City Clerk and Hobbs Express Transportation Director, expressed her appreciation to the County, Shelia Baker, General Services Director, and the City Manager's Office for their assistance and support in helping move the project forward. She thanked all parties involved for their collaboration and efforts in bringing the project to fruition.

There being no discussion, Commissioner Calderón moved to approve Resolution No. 7778 as presented. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Sena yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7779 - PUBLIC HEARING: Enforcing or Rescinding Resolution No. 7760 as it Applies to the Condemned Property Located at 409 West Clinton, Hobbs, New Mexico

Ms. Amber Leija, Assistant City Attorney, stated the City Commission adopted Resolution No. 7760 on April 20, 2026, finding the property located at 409 West Clinton to be damaged, dilapidated, and a menace to public comfort, health, and safety, thereby requiring remediation. Ms. Leija stated Mr. Glen Payne, son of the property owner and occupant of the property, subsequently filed a written objection to the condemnation. Pursuant to Hobbs Municipal Code Section 8.24.040 and NMSA 1978, Section 3-18-5, a condemnation hearing was scheduled before the Commission to determine whether Resolution No. 7760, as it pertains to the property, should be enforced or rescinded.

Ms. Leija then inquired whether Mr. Payne was present to present his objection at the hearing. Mayor Sena requested Mr. Payne to come forward; however, he was not present in the audience.

Ms. Leija presented photographs depicting the prior and current condition of the property and the extent of the damage. Additionally, she noted that Code Enforcement personnel have responded to or visited the property a total of 39 times since 2022.

Ms. Jessica Silva, Community Services Superintendent, stated she visited the property today to obtain updated photographs of its condition. She reported several polycarts located in the alley were filled with trash and the condition of both the front and back yards remained substantially unchanged from previous inspections. Based on these observations, Ms. Silva recommended the condemnation be enforced to allow the City to proceed with the necessary remediation efforts.

There being no discussion, Commissioner Mills moved to approve Resolution No. 7779 to enforce the condemnation. Commissioner Calderón seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Sena yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7780 - Approving the Submission of the Assistance to Firefighters Grant (AFG)

Mr. Mark Doporto, Fire Chief, stated the Assistance to Firefighters Grant (AFG) Program was established to enhance public and firefighter safety by providing critically needed resources that improve operational readiness and firefighter protection. Chief Doporto explained the Hobbs Fire Department is seeking grant funding to purchase a new ladder apparatus to replace an aging aerial truck which has exceeded the service

life recommended by the National Fire Protection Association (NFPA). He stated the department is applying for approximately \$2,000,000 in grant funding.

Fire Chief Doporto stated the grant requires a local cost share of 10%, based on the community's population, resulting in an estimated City contribution of approximately \$200,000.00. He stated the new apparatus would enhance the department's capabilities and help ensure the continued safety of both firefighters and the community.

There being no discussion, Commissioner Penick moved to approve Resolution No. 7780 as presented. Commissioner Fields seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Sena yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7781 - Authorizing the Submission of a Grant Application with the Department of Homeland Security and the Federal Emergency Management Agency for the Staffing for Adequate Fire and Emergency Response Grants (SAFER)

Mr. Mark Doporto, Fire Chief, stated the Department of Homeland Security (DHS) and the Federal Emergency Management Agency (FEMA) are responsible for the implementation and administration of the Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program. He explained the Hobbs Fire Department is eligible to apply for funding to increase its number of firefighters, helping the department meet industry staffing standards, provide adequate protection against fire and related hazards, and fulfill its mission of serving the community. He noted the SAFER Grant provides funding for a period of three years and covers the salaries and benefits of grant-funded positions. Chief Doporto stated the Hobbs Fire Department is seeking funding through the SAFER Grant Program for six additional firefighter positions. If awarded, the grant would allow the department to enhance staffing levels and improve its ability to provide emergency services and protect public safety.

Mr. Gomez commented it has been approximately 10 to 12 years since additional staffing has been added to the Hobbs Fire Department, despite a significant increase in service demands and call volume during that time. He noted the department provides fire protection services across more than 171 square miles and emergency medical services (EMS) coverage across more than 1,200 square miles, extending well beyond the approximately 25 to 26 square miles within the City of Hobbs. He stated the department is regularly called upon to respond outside the city limits and serve surrounding protected areas, further increasing the need for additional personnel. Mr. Gomez expressed his appreciation for the leadership of Chief Doporto and the Fire Department staff in pursuing federal grant opportunities. He stated receiving three years of funding for salaries and benefits at 100% reimbursement is a rare opportunity. He stated the grant would provide valuable momentum for the City

by allowing time to plan and prepare for the long-term funding of those positions once the grant period concludes.

Mayor Sena stated that, on any given day, an estimated 75,000 to 100,000 people may be traveling on Hobbs roadways, underscoring the growing demands placed on the City's infrastructure and public safety services. He emphasized the importance of securing reliable and recurring funding sources to ensure the community's needs are met and to maintain essential services, particularly in the areas of infrastructure and public safety.

There being no further discussion, Commissioner Gerth moved to approve Resolution No. 7781 as presented. Commissioner Calderón seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Sena yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

Commissioner Penick thanked everyone for their attendance and stated the City of Hobbs is fortunate to have some of the best staff in the business managing the City's operations.

Commissioner Fields extended his condolences to the family of Ms. Ella Turner, a longtime and dedicated member of the community, as well as to the families of former Mayor Wallach and Ms. Shelly Raulston, a City employee. He announced that Ms. Turner's funeral service will be held on Saturday, June 4, 2026, at Scarborough Church of Christ.

Commissioner Mills stated he recently observed a DWI checkpoint conducted by the Hobbs Police Department. He commended the officers for their outstanding work in serving and protecting the community. He noted it was encouraging to see their training put into practice and publicly recognized them for the flawless job they performed during the checkpoint.

Commissioner Gerth thanked everyone for their attendance tonight.

Mayor Sena reminded everyone to vote on June 2, 2026. He thanked Mr. Joe Cotton, County Commissioner Gary Eidson, and Ms. Larchinee Turner for attending the meeting and stated their presence and support are greatly appreciated.

Mayor Sena also introduced Mr. Ian Hernandez, a student from Hobbs High School. He stated Ian serves as the 2026–2027 FFA President and the 2025–2026 SkillsUSA Community and Fundraising Chair. He further highlighted Ian's role as a mentor to individuals from diverse backgrounds, his service as a section leader in the Hobbs

Eagles Band where he plays the tuba, and his membership in the 74th and 75th Annual Taskervich Band. Mayor Sena stated young men like Ian Hernandez give him great hope for the future of Hobbs.

Mr. Gomez extended his thoughts and prayers to the family of Ms. Shelly Raulston, as well as her coworkers in the Parks and Open Spaces Department. He stated her viewing and funeral services are scheduled for Thursday and Friday of this week.

Mr. Gomez reminded the public about the upcoming Pickleball Tournament and acknowledged the United Way for its continued support and involvement in community events throughout the City. He emphasized the tournament offers both advanced and beginner divisions, making it accessible to participants of all skill levels. He stated the tournament will be held at Del Norte Park where the tennis courts have been repurposed for pickleball play. He encouraged residents to attend and participate, highlighting the health and wellness benefits of the sport.

Mr. Gomez also expressed his appreciation for the positive comments regarding the Hobbs Police Department. He stated productive discussions have taken place within the department and noted that maintaining open dialogue and continuous improvement is what citizens expect from their public safety personnel.

Mr. Gomez recognized the Hobbs Public Library for hosting its Summer Reading Kickoff Party on Saturday, May 30, 2026. He thanked Ms. Nicki Lawless, Library Director, and the library staff for their efforts in organizing and making the event a success.

ADJOURNMENT

There being no further business or comments, Commissioner Calderón moved the meeting adjourn. Commissioner Mills seconded the motion and the vote was recorded as follows: Mills yes, Calderón yes, Fields yes, Penick yes, Gerth yes, Sena yes. The motion carried and the meeting adjourned at 7:30 p.m.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

PROCLAMATION

WHEREAS, on June 19, 1865, over two years after President Abraham Lincoln signed the Emancipation Proclamation, Union soldiers arrived in Galveston, Texas, to announce and enforce the end of slavery in the last remaining Confederate state, ensuring that more than 250,000 enslaved African Americans were finally granted their freedom; and

WHEREAS, Juneteenth stands as the oldest nationally celebrated commemoration of the ending of slavery in the United States and has long been a day of remembrance, reflection, and renewal for Black communities across the country; and

WHEREAS, in 2021, Juneteenth National Independence Day was established as a federal holiday, reaffirming our nation's commitment to reckon with the past and build a future rooted in justice, dignity, and equality for all;

WHEREAS, Juneteenth is not only a celebration of emancipation, but also a powerful reminder of the ongoing pursuit of civil rights and justice that continues to shape the American experience.

NOW, THEREFORE, I, Jonathan Sena, Mayor of the City of Hobbs, New Mexico, do hereby proclaim June 19, 2026, as

“JUNETEENTH NATIONAL INDEPENDENCE DAY”

and call upon all residents to join in this commemoration by learning from our history, engaging in meaningful dialogue, celebrating Black culture and achievements, and working together toward a more just and unified society.

Let this day be one of remembrance and progress, where we acknowledge the truth of our past, honor those who fought for freedom, and commit ourselves to the promise of liberty and justice for all.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of June, 2026, and caused the seal of the City of Hobbs to be affixed hereto.

JONATHAN SENA, MAYOR

ATTEST:

JAN FLETCHER, CITY CLERK

June Milestones 2026

5 Years

Luis Romero Ramirez	Police Department	06/01/2021
Ty Gleaves	Fire Department	06/02/2021
Abriana Hernandez Franco	Library	06/07/2021
Michael Ontiveros	Fire Department	06/16/2021

10 Years

Mary Puccio	Senior Center	06/06/2016
Melody Maldonado	Library	06/27/2016

15 Years

Luis Mora	POSD	06/13/2016
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CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
June 15, 2026

SUBJECT: Resolution No. 7782 - Authorizing the Mayor to Make Appointments to the City of Hobbs Advisory Boards

DEPT OF ORIGIN: City Manager

DATE SUBMITTED: 6/3/2026

SUBMITTED BY: Julie Nymeyer, Executive Assistant

Summary:

Authorizing the Mayor to make appointments to the City of Hobbs Advisory Boards

Fiscal Impact:

None

Attachments:

Reso for Advisory Boards 6-15-2026

Recommendation:

Approve the Resolution Authorizing the Mayor to make appointments to the City of Hobbs Advisory Boards

Approved By:

Manny Gomez, City Manager 06/08/2026

Deb Corral, Assistant Finance Director 06/08/2026

Medjine Desrosiers-Douyon, Deputy City Attorney 06/08/2026

Manny Gomez, City Manager 06/08/2026

CITY OF HOBBS

RESOLUTION NO. 7782

A RESOLUTION AUTHORIZING THE MAYOR
TO MAKE APPOINTMENTS TO
THE CITY OF HOBBS ADVISORY BOARDS

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized to make appointments to the following advisory boards:

COMMUNITY AFFAIRS BOARD (Two-year terms)

Sergio Polanco is appointed to fill a vacancy for Kevin Naegele expiring 3/31/27

Michael Nash is appointed to fill a vacancy for Yvette Lucero expiring 03/31/28

CEMETERY BOARD (Two-year terms)

Jay Patton is appointed to fill a vacancy for Bonnie Moran expiring 3/31/28

LODGERS' TAX BOARD (Three-year terms)

Tourist Industry Related:

Andres Arreola is appointed to fill a vacancy for Jack Robertson expiring 1/1/27

Lodging Industry Related:

Kenneth Goetz is appointed to fill a vacancy for Thomas Wilson expiring 1/1/28

PASSED, ADOPTED AND APPROVED this 15th day of June, 2026.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
June 15, 2026

SUBJECT: Resolution No. 7783 - Authorizing the City Manager to Enter into a Contract with the Non-Metro Area Agency on Aging for Funding of Meals at the Hobbs Senior Center

DEPT OF ORIGIN: Recreation

DATE SUBMITTED: 6/4/2026

SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

The Hobbs Senior Center has been awarded up to \$253,144.00 from the New Mexico Non-Metro Area Agency on Aging for funding of meals at the Senior Center. This funding requires a local match by the City of Hobbs of \$366,281.19. Meals will be prepared by Great Western Dining, which was previously awarded RFP#558-26, for preparation of these meals. The contract with Great Western Dining, the cost of which shall not exceed \$400,000.00, is also included for review and approval.

Fiscal Impact:

The funding for meals received, and the required local match, will both be included in the Senior Center's Final Budget for FY27.

Attachments:

RESOLUTION - Senior Center Grant for Meal Funding FY27
Great Western Dining Contract for Meals at the Senior Center
NOA-Hobbs Senior Center

Recommendation:

Staff recommends approving the Resolution.

Approved By:

Doug McDaniel, Recreation Director	06/04/2026
Deb Corral, Assistant Finance Director	06/04/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	06/04/2026
Manny Gomez, City Manager	06/08/2026

CITY OF HOBBS

RESOLUTION NO. 7783

A RESOLUTION AUTHORIZING THE CITY OF HOBBS TO ENTER INTO
A CONTRACT WITH THE NEW MEXICO NON-METRO AREA AGENCY ON AGING

WHEREAS, the City of Hobbs City Commission has determined that there is a need to provide services for senior citizens; and

WHEREAS, the City of Hobbs Senior Center has submitted an Area Plan to the Non-Metro Area Agency on Aging; and

WHEREAS, the Non-Metro Area Agency on Aging has an estimated award to the City of Hobbs Senior Center of up to \$253,144.00 to provide meal services and transportation for the senior citizens of Hobbs;

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 execute this Resolution and any contract to provide a commitment of local funding to the senior citizens programs as a result of receiving a grant from the New Mexico Non-Metro Area Agency on Aging.

PASSED, ADOPTED AND APPROVED this 15st day of June, 2026.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk



PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made the ____ day of _____, 20____, by and between the City of Hobbs, New Mexico, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as “City”) and _____, an independent contractor with a business address of _____(hereinafter referred to as “Contractor”).

This Contract (hereinafter referred to as “Agreement”) is a:

Category 1 Contract: (\$0 – not to exceed \$20,000.00). Purchasing requires good faith efforts to acquire the materials or services at the best obtainable price.

Category 2 Contract: (\$20,000.00 - not to exceed \$75,000.00). Purchasing requires three (3) written quotes turned in to the Central Purchasing Office.

Category 3 Contract: (\$75,000.00 and over). Purchasing requires formal sealed bids or competitive sealed proposals through the Central Purchasing Office.

Professional Services Contract under \$75,000.00. Purchasing requires the direction of the City Manager.

Professional Services Contract \$75,000.00 and over. Purchasing requires the direction of the City Manager with City Commission approval, subject to the competitive sealed proposal requirements.

Exempt Contract under \$75,000.00. Purchasing requires the direction of the City Manager.

Exempt Contract \$75,000.00 and over. Purchasing requires the direction of the City Manager with City Commission approval.

The parties to this Agreement, in consideration of their mutual promises, agree as follows:

1. SCOPE OF SERVICES

2. STATUS OF CONTRACTOR

Contractor acknowledges that its relationship with City is that of an "independent contractor." Therefore, Contractor shall not be considered an employee or agent of City, nor shall Contractor be eligible to accrue leave, retirement benefits, insurance benefits, use of City vehicles, or any other benefits provided to City employees. Contractor agrees not to purport to bind City of Hobbs unless the Contractor has express written authority to do so, and then only within the strict limits of that authority. Contractor further acknowledges that no benefits pursuant to the Worker's Compensation Laws of the State of New Mexico are available to them for the services contemplated herein. Contractor shall be responsible for securing all licenses and registrations related to their business prior to commencing any work under this Agreement. Contractor shall be solely responsible for all taxes and related reporting requirements. City shall have no liability for the payment of taxes other than gross receipts taxes to be calculated in Contractor's invoices.

3. CONTRACT TERM AND TERMINATION

This Agreement shall be effective from date of execution (as noted on page 1 of this Agreement) and shall end upon completion of all services contemplated herein and final payment for said services, or one year from the date of execution, whichever occurs first. This Agreement may be renewed for up to three additional one-year terms upon written approval from both City and Contractor prior to the expiration of any one-year term. This Agreement may be terminated by either party, at any time with or without cause, upon a minimum of thirty (30) days' advanced written notice to the other party. Except as otherwise allowed or provided under this Agreement, City's sole liability upon such termination shall be to pay for acceptable work performed prior to Contractor's receipt of the notice of termination, if City is the terminating party, or Contractor's sending of the notice of termination, if Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under, or breaches of, this Agreement. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Furthermore, City reserves the right to immediately cancel this Agreement if Contractor violates any provision specifically outlined in Paragraph 10 of this Agreement.

4. PRICE

City shall pay Contractor a total of \$ _____ inclusive of New Mexico gross receipts taxes. Contractor shall be responsible for paying all costs associated with performance of duties, including but not limited to, mileage and "wear and tear" of vehicles, and costs of equipment necessary to perform services. Contractor shall submit a monthly invoice for services performed in any given month. Upon receipt of any invoice, City shall render payment for said invoice as soon as practical within fifteen (15) days. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. Contractor and City shall both be required to keep detailed records regarding the services rendered. In the event City disputes an invoice, Contractor shall provide City with records regarding all services rendered. Contractor shall remit all invoices to ATTN: _____, 200 E. Broadway Street, Hobbs, NM 88240.

Parties agree that the aggregate amount contemplated by this Agreement, including all contemplated gross receipts taxes, shall not exceed \$ _____. All amounts contemplated herein shall include all necessary labor, equipment, materials and all other costs necessary to complete the project as specified herein. Approval and acceptance of Contractor's satisfactory completion of the project shall be a prerequisite to final payment. Nothing contained in this Agreement shall be construed by Contractor as guaranteeing Contractor any minimum amount of work. Contractor, upon final payment of all amounts due under this Agreement, releases City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. No guarantee of future contracts will be granted to any Contractor.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being given by the City of Hobbs' City Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not given by the City of Hobbs' City Commissioners, this Agreement shall terminate immediately upon written notice being given by City to Contractor. City's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final. If City proposes an amendment to this Agreement to unilaterally reduce funding, Contractor shall have the option to terminate this Agreement or in its alternative, to agree to the reduced funding within thirty (30) days of receipt of the proposed amendment.

5. INSURANCE REQUIREMENTS

Contractor shall maintain insurance coverage through the duration of this Agreement. Contractor shall provide City with a certificate of insurance coverage for General Liability (GL) in a minimum amount of \$ _____ per occurrence, and naming City as an additional insured. The insurance required herein shall be primary and shall be attached hereto as "Exhibit A."

6. INDEMNITY AND HOLD HARMLESS

Contractor shall indemnify, defend and hold City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents, past or present, harmless from any and all causes of action, suits, claims, judgments, losses, costs, expenses, and liens of every kind and nature, including, but not limited to court costs and attorney's fees, arising or alleged to have arisen due to negligence of Contractor, or any employees working under Contractor, while engaged in the performance of this Agreement, or for Contractor's failure to render services, or any breach of this Agreement. Indemnification shall survive the expiration of this Agreement.

City shall not be liable to Contractor, or Contractor's successors, heirs, agents, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold City harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by City in connection with the performance by Contractor of Contractor's duties according to this Agreement.

7. FACILITY AND EQUIPMENT—SAFETY

Contractor shall report any unsafe conditions prior to the commencement of any activity. Commencement of activity by the Contractor constitutes agreement as to the safety of the premises. Contractor is responsible for supervision of all participants so as to conduct the services in a safe and orderly manner. Contractor shall be solely responsible for the safety of any of their employees, affiliates, associates, or subcontractors. City is not required to provide storage for Contractor's equipment or materials.

8. BACKGROUND CHECK

Contractor is subject to a background check prior to providing services. By signing this Agreement, the Contractor is certifying that they have reviewed criminal background histories of each and every employee, assistant and/or agent working for Contractor. Contractor further certifies that no person with a history of sexual or violent offenses is in Contractor's employ in any fashion. Employees, assistants and/or agents who are minors (under 18 years old) shall be supervised by an adult in Contractor's employ at all times.

9. DRUG-FREE WORKPLACE

City seeks to provide a safe and productive work environment that is free from impaired performance caused by the use of alcohol, controlled substances, and/or medications. The Contractor agrees to maintain such an environment.

10. RULES, REGULATIONS, AND CARE

Contractor shall treat all individuals and City employees with respect and will not subject anyone to discrimination or harassment because of the person's race, color, sexual orientation, national origin, age, religion, gender, gender identity, or disability. Contractor shall use all reasonable care so as to not damage, or authorize any other person/entity, to damage the property of City. In the event that any City-owned property, whatsoever, is damaged or destroyed due to the negligence or acts of omissions of the Contractor, or any agent of Contractor, Contractor shall replace or repair the damage at no cost to City. City shall determine the existence of any damage and provide Contractor with an estimate of repair or replacement costs. Damage shall be repaired or replaced by Contractor to the reasonable satisfaction of City within thirty (30) days of receipt of written notification from City. If Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from payments provided for in this Agreement. City reserves the right to immediately cancel the Agreement if the Contractor violates any provision herein.

11. NOTICE

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to City, ATTN: _____, City Hall, 200 E. Broadway Street, Hobbs, NM 88240 and to Contractor at _____ or to such other address as requested in writing by either party. Notice shall be deemed to be received on the fifth day following posting.

12. CONFLICT OF INTEREST AND GOVERNMENTAL CONDUCT ACT

A. Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, Section 10-16-4.3, Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by City and participating directly or indirectly in City's contracting process;

2) this Agreement complies with NMSA 1978, Section 10-16-7(B), because (i) Contractor is not a public officer or employee of City; (ii) Contractor is not a member of the family of a public officer or employee of City; (iii) Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if Contractor is a public officer or employee of City, a member of the family of a public officer or employee of City, or a business in which a public officer or employee of City or the family of a public officer or employee of City has a substantial interest, public notice was given as required by NMSA 1978, Section 10-16-7(B), and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, Section 10-16-8(C), (i) Contractor is not, and has not been represented by, a person who has been a public officer or employee of City within the preceding year and whose official act directly resulted in this Agreement and (ii) Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of City whose official act, while in City employment, directly resulted in City making this Agreement;

4) in accordance with NMSA 1978, Section 10-16-13, Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with NMSA 1978, Section 10-16-3 and Section 10-16-13.3, Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of City.

C. Contractor's representations and warranties in Paragraphs A and B of this Section 12 are material representations of fact upon which City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Section 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Section 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to City and notwithstanding anything in the Agreement to the contrary, City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in Section 12(B).

13. MISCELLANEOUS PROVISIONS

Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of City.

Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from City. In all cases, Contractor is solely responsible for fulfillment of this Agreement. Duly authorized representatives for City shall have the right to direct and inspect the work under this Agreement.

If any part of this Agreement is found to be in violation of the laws or Constitution of New Mexico, only such part thereof shall be thereby invalidated, and all other parts of this Agreement shall remain valid and enforceable.

This Agreement is governed by the laws of the State of New Mexico and will bind and inure to the benefit of City and Contractor, their respective successors and assigns. In the event that Contractor defaults on any term of this Agreement, after reasonable attempts to cure said default, City retains the right to declare this Agreement void. In the event that this Agreement is declared void, neither party shall be obligated to perform further under this Agreement. 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. Contractor agrees to pay City reasonable costs, including court fees and reasonable attorney's fees, incurred by City in the enforcement of this Agreement, even though City may employ in-house legal counsel.

A party shall be excused from performance under this agreement for any period that the party is directly prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

In the event that Contractor desires to cancel the scheduled services for any reason, Contractor is responsible for the following:

Contacting City via telephone at _____; **and**
Contacting City via e-mail at _____.

Any change orders shall be in writing and signed by the parties specifically enumerating the additional work to be performed, change in scope, and/or the cost therein. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights but the ones delineated in said effective waiver.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that they have the legal power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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

The foregoing constitutes the entire Agreement between the parties. This Agreement may only be modified through a written amendment signed by both parties.

[Required Signatures on Next Page]

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

THE CITY OF HOBBS, NEW MEXICO

Department Head Approval:

Account No.: _____

Finance Director:

Finance Director

Contractor Approval:

Contractor Signature

City Attorney "as to form" Approval:

City Attorney

City Manager Approval:

City Manager

City Clerk Approval:
City Clerk (Professional Service
Contracts over \$75,000)

City Clerk

Mayor Approval:
(Professional Service Contracts over
\$75,000)

Mayor

EXHIBIT 1

SENIOR CENTER CONGREGATE LUNCHES

A. Time – Monday through Friday, except on City holidays, to be ready at 11:30 a.m. for pick-up.

B. Number – Approximately 500 meals weekly. This number will vary daily. Great Western Dining will be notified the number requested for each day when the menu is turned in by City of Hobbs personnel.

C. Diabetic Option – Vendor will provide a total of 10 servings of alternative diabetic dessert options daily for the Senior Center Luncheon. Proposer must be flexible in this number if more or less servings are needed by the City of Hobbs.

D. Menu- Every two months the City will send menus and recipes to the Vendor that must be followed according to the State guidelines. (Website to be provided to Vendor upon award of Contract)

HOME DELIVERED MEALS

A. Time – Monday through Friday, with the exception of some City Holidays. The Home Delivered meals are to be ready at 8:45 a.m. for pick-up. If delivery by the Vendor is required by the five-mile radius rule, meals should be delivered to the City of Hobbs Senior Center located at 200 E. Parks St. by 8:45 a.m. for subsequent delivery by City of Hobbs staff.

B. Number – Approximately 750 meals per week.

C. Regulations – Must conform to Older Americans Act Section 307 (a) & Section 339. (See “Congregate Luncheon C”)

D. Diabetic Option – The Vendor will provide an alternative dessert option for diabetic trays as noted on the daily roster provided by the City of Hobbs.

E. Delivery – Roster of each route will be provided daily by the City. The Vendor will provide the correct number of meals for each route container as required by the five-mile radius rule.

F. Packaging – All meals shall be packaged using the Oliver Packaging Equipment. This equipment will be provided by the Oliver Packaging Equipment and Supply Company, through the City of Hobbs, to the Vendor. Each tray will be sealed properly and diabetic meals shall be labeled properly. Packing temperature logs must be taken daily by the Vendor and submitted with the daily Home Delivered paperwork.

G. Milk for the Home Delivered Meals will be delivered to the Vendor and must be kept at correct milk temperature, 38 degrees. This milk will be enough for five ½ cup servings per client, and will be picked up by the delivery drivers on that same day for delivery.

H. Menu – Every two months the City will send menus and recipes to the Vendor that must be followed according to the State Guidelines. (Website will be provided to Vendor upon award of Contract)

I. Cost – Monthly billing for meals provided shall be accurate, complete, and submitted to the City of Hobbs in a detailed invoice no later than the 5th business day of each month.

J. Meal Containers – It shall be the responsibility of the City of Hobbs to furnish Oliver Trays (individual meal containers) and the film used to cover the trays. The Vendor will notify City of Hobbs Personnel when more containers or film are needed.

RAW FOOD REQUIREMENTS

No less than 30% of raw food for Senior Center luncheons and Home Delivered Meals must be of United States origin.

The City of Hobbs reserves the right to visit the Vendor's facility for inspection and taste evaluation on an unannounced basis.

The successful Vendor shall provide the City of Hobbs with a current Environmental Inspection Department annual operating permit. The City of Hobbs must have a copy of the certificate prior to the execution of the contract. The Vendor shall also comply with all Federal, State, County and local laws, ordinances and regulations regarding food quality, preparation and the public health and safety, to include safe food handler's certification as required by the EID.

Notice of Award – Subrecipient Contractor (Provider) Response Form

Subrecipient Contractor (Provider) Name: Hobbs, City of
Contract Period: 07/01/2026 – 06/30/2027

Award Summary

Funding Source	Amount Requested	Funding Source	Amount Awarded
Federal/State	\$239,639.64	Federal Title IIIB (Supportive Services)	\$33,133.00
		Federal Title IIIC-1 (Congregate Meals)	\$69,335.00
		Federal Title IIIC-2 (Home Delivered Meals)	\$29,676.00
		Federal Title IIID (Evidence Based Health Activities)	
		Federal Title IIIE (Caregiver Support)	
		NM State House Bill 2	\$121,000.00
		Federal NSIP (Nutrition Services Incentive Program)	
		State Senior Employment Program (SEP)	
		Total Award	\$253,144.00

Provider Response

- Accept award and provide services as outlined
 Accept with modifications (attach details)
 Decline award

Local Funds

Amount of local funds to be used to support programming: \$ 366,281.29

Authorized Signature: _____

Date: _____



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
June 15, 2026

SUBJECT: Resolution No. 7784 - Approving the Third and Final One-Year Extension of the Professional Services Agreement with Kenny Kim and Joy Field DBA Kimjoy Group, LLC for Management and Operation of the Restaurant and Catering Service at Rockwind Community Links Golf Course

DEPT OF ORIGIN: Recreation

DATE SUBMITTED: 6/4/2026

SUBMITTED BY: Ayana Estrada, Deputy City Attorney

Summary:

The KimJoy Group, LLC has served as the exclusive manager and operator of the restaurant at Rockwind, including all alcohol dispensed at Rockwind. KimJoy Group, LLC will pay the City \$1,000.00 per month and 3% of its gross sales as documented in its monthly gross receipts tax filings. The City is entitled to host up to three major events each year and will be entitled to 80% of the net income after KimJoy Group, LLC's pre-approved expenses for each major event. KimJoy Group has maintained the permits/licenses required by both state and/or local regulatory boards.

Fiscal Impact:

The City will be paid \$1,000.00 each month and 3% of gross sales as documented in the monthly gross receipts tax filings. The City will be entitled to sponsor up to three major events each year and will be entitled to 80% of the net income after KimJoy Group, LLC's pre-approved expenses for each major event.

Attachments:

RESOLUTION - 3rd Renewal KimJoy Group at Rockwind PSA (FY27)

PSA - KimJoy Group LLC - Operation of Rockwind Grill 7-1-23

Recommendation:

Approve the Resolution authorizing the third and final extension of the Professional Services Agreement with KimJoy Group, LLC.

Approved By:

Doug McDaniel, Recreation Director	06/12/2026
Deb Corral, Assistant Finance Director	06/12/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	06/12/2026
Manny Gomez, City Manager	06/12/2026

CITY OF HOBBS

RESOLUTION NO. 7784

**A RESOLUTION APPROVING THE THIRD AND FINAL
ONE-YEAR EXTENSION OF THE PROFESSIONAL SERVICES
AGREEMENT WITH KENNY KIM AND JOY FIELD DBA KIMJOY GROUP, LLC
FOR MANAGEMENT AND OPERATION OF THE RESTAURANT AND
CATERING SERVICE AT ROCKWIND COMMUNITY LINKS GOLF COURSE**

WHEREAS, on May 15, 2023, the City of Hobbs Commission awarded the restaurant, food, beverage and catering services at Rockwind Community Links Golf Course to Kenny Kim and Joy Field DBA KimJoy Group, LLC via RFP 543-23;

WHEREAS, the Professional Services Agreement allows for up to three one-year renewals upon written approval from both the City and KimJoy Group, LLC prior to the expiration of any one-year term;

WHEREAS, KimJoy Group, LLC has expressed a desire to exercise the third and final one-year renewal of the Professional Services Agreement, subject to the same terms, for \$1,000.00 per month and 3% of its gross sales as documented in its monthly gross receipts tax filings;

WHEREAS, the City and KimJoy, LLC seek to provide continuity of restaurant, food, beverage and catering services at Rockwind Community Links Golf Course and wish to exercise the third and final one-year extension under the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Hobbs City Commission, the governing body of the City of Hobbs, New Mexico, that the City of Hobbs and KimJoy Group, LLC hereby agree to exercise the third and final one-year extension of the 2023 Professional Services Agreement for the management and operation of the restaurant and catering services at Rockwind Community Links Golf Course.

PASSED, ADOPTED AND APPROVED this 15th day of June, 2026.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

PROFESSIONAL SERVICES AGREEMENT

CITY OF HOBBS – KENNY KIM AND JOY FIELD, DBA KIMJOY GROUP, LLC

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

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

WHEREAS, the City is the owner of Rockwind Community Links Golf Course (“Rockwind”) located at 5001 Jack Gomez Blvd., Hobbs, NM; and

WHEREAS, on April 25, 2023, the City issued a Request for Proposals for providing Quick-Service Restaurant, Food & Beverage and Catering Services at Rockwind. Kenny Kim and Joy Field, DBA KimJoy Group, LLC (“Contractor”) was determined the best qualified proposer; and

WHEREAS, the City desires to engage Contractor to manage and operate Rockwind restaurant, food, beverage and catering services, on behalf and for the benefit of City, and Contractor desires to accept such engagement, pursuant to the terms and conditions herein; and

NOW, THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1.0 SCOPE OF SERVICES

1. City hereby engages Contractor to act as the sole and exclusive manager and operator of Rockwind restaurant and catering services, subject to and as more fully described in this Agreement, and, in connection with, to perform the services described in Exhibit “1”, attached hereto.
2. Contractor hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement.
3. Lease of Liquor License: The parties acknowledge that City has procured and maintains a governmental liquor license pursuant to NMSA 1978, §60-6A-10. City shall lease to Contractor, as part of this Agreement, the liquor license, to be used exclusively for the operation at the Rockwind facility. Contractor agrees to designate a qualified employee or agent to serve as the designated representative to meet the requirements for issuance

and maintenance of the license. Contractor agrees all activities conducted by Contractor associated with the operation of the liquor license shall strictly conform to New Mexico law and regulations of the New Mexico Alcohol and Gaming Division of the New Mexico Regulation and Licensing Department. Contractor shall ensure it receives approval from Alcohol and Gaming to act as Lessee under City's Governmental Liquor License. All income and proceeds from alcohol sales shall be considered "revenue" in determining gross sales under this Agreement. City, with the cooperation of Contractor, shall complete the administrative process for Contractor to become City's Lessee and City shall pay the administrative fees associated with the modification.

2.0 TERM & TERMINATION

1. This Agreement, shall commence on July 1, 2023, and pursuant to NMSA 1978, §13-1-150(B), shall be for one (1) year, subject to termination as described herein.
2. This Agreement may be renewed for up to three (3) one-year extensions with the mutual written consent of the parties. Mutual written consent to renew this Agreement must be executed prior to expiration of the then current one-year term. This Agreement shall be construed so as to provide for a continuity of services for the benefit of the general public. In the event all extensions are exhausted as contemplated herein, Contractor shall continue to provide services under this Agreement until such time as a new agreement is executed, or a new manager and operator occupies the restaurant at Rockwind pursuant to a professional services agreement, whichever is earlier.
3. If the parties mutually agree to terminate this Agreement, the parties shall work together to transition the subsequent manager and operator, however, termination shall not occur less than one hundred twenty (120) days after the parties enter a written agreement to terminate. Unless specifically objected to by City, Contractor shall continue to provide services until such time as a subsequent manager and operator occupies the restaurant at Rockwind. If the parties mutually agree to terminate this Agreement, City reserves the right to issue a Request for Qualifications for providing restaurant, food, beverage and catering services at Rockwind during the transition time contemplated herein.
4. Either party may terminate, for cause, upon thirty-days written notice, if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions hereof, and such failure is not cured during such thirty-day notification period. Such notification shall be in writing subject to paragraph 11.0(6) herein. If this Agreement is terminated for cause following a thirty-days written notice and subsequent failure to cure, City and Contractor may agree in writing to provide for continuity of services, until such time as a Request for Qualifications for providing restaurant, food, beverage and catering services at Rockwind can be issued and awarded. In the alternative, City reserves the right to proceed without restaurant, food, beverage and catering services until such time as an award to a subsequent manager and operator is made.

5. Upon conclusion of this Agreement for any of the reasons outlined above and transfer of occupancy of the restaurant to a subsequent manager and operator, Contractor shall (i) promptly discontinue the performances of all services hereunder, (ii) deliver or otherwise make available to City all data, electronic files, documents, procedures, reports, estimates, summaries, and other such information and materials with respect to the facility as may have been accumulated by Contractor in performing its obligations hereunder, whether complete or in progress, and (iii) assign to City, or at the City's discretion the subsequent manager and operator, all contracts or leases entered into by Contractor in furtherance of its duties hereunder, who shall accept such contracts and perform all obligations thereunder following the expiration or termination date.
6. In addition to any other cause for termination, "cause" shall exist to terminate this Agreement in the event Contractor exhibits deficient performance as further outlined in Section 3.0, and fails to cure the same within the thirty-day notice period outlined in subsection 4 above.
7. The remedies described in this Section 2.0 shall be in addition to any other remedies the parties may be entitled to, either by virtue of the terms of this Agreement, at law, or in equity as a result of a breach or termination of this Agreement.

3.0 EVALUATION OF PERFORMANCE

1. City, through the City Manager or his/her designee (i.e., Golf Pro and Recreation Director), shall conduct quarterly, or at a frequency deemed necessary by City Manager, performance evaluations of the performance of Contractor at Rockwind. City also reserves the right to conduct periodic evaluations following any event at Rockwind. The performance evaluations shall be conducted in a manner determined as most effective for City. The performance evaluations shall be designed to ensure the general public is receiving the best possible service from Contractor at Rockwind.
2. Contractor shall be entitled to performance evaluation criteria so as to meet the standards and expectations of City in rendering service to the general public. However, Contractor shall not be entitled to prior notice of any performance evaluations.
3. In the event Contractor's performance is found deficient, City shall provide Contractor with a thirty-day notice which shall state the deficiencies in Contractor's performance and shall make an affirmative statement of the City's intent to terminate the Agreement in the event that Contractor does not cure said deficiencies as outlined in Section 2.0(6) herein.
4. City, at its sole discretion, shall make the final determination as to whether or not the deficiency is cured. City shall be reasonable in all determinations regarding satisfaction of deficient performance. City's determination shall be final and binding on the parties.

5. Contractor shall timely address all complaints regarding their performance – whether from City or members of the general public. Contractor shall timely inform the City in writing of the resolution of each complaint.
6. All records discussed herein shall constitute “public records” subject to inspection pursuant to NMSA 1978, §14-2-1, et seq.

4.0 COMPENSATION

1. Contractor shall pay City \$1,000.00 per month, plus 3% of its gross sales on or before the 25th day of the following month (gross sales is determined by the monthly New Mexico Taxation and Revenue CRS Report). Contractor shall provide documentation of the 3% gross sales payment as determined by the CRS Report.
2. Gross sales shall include all income received by Contractor pursuant to its responsibilities under this Agreement, including, but not limited to, restaurant, bar and catering income, any cash incentive received from equipment, supplies, food or beverage vendors, income from tournaments, meetings, banquets, parties or weddings.
3. City is entitled, but not obligated, to sponsor up to three “major events” each year and shall be entitled to 80% of the net income from Contractor’s sales for each event after deduction of Contractor’s prior City-approved expenses for each event. As used herein, “major event” means any concert, exhibition, live performance, or event outside of non-professional golf tournaments and non-professional golf events.
4. City shall be entitled to conduct periodic audits of all monthly gross sales of Contractor at Rockwind, upon reasonable notice to Contractor and during ordinary business hours. All audits required by City shall be at City’s expense. Contractor shall cooperate with City in said audits.

5.0 OWNERSHIP/USE OF FACILITY

1. Data, equipment, furniture, technical equipment, displays, fixtures and similar property materials and any improvements made during the term, not specifically designated as to be provided by Contractor in Exhibit “2” herein shall at all times be owned by City. City shall provide equipment at restaurant as set forth in Exhibit “3” which shall at all times be owned by City. All designated equipment shall remain in the care and custody of the owner designated in Exhibits 2 and 3 upon termination or expiration of this Agreement.
2. City hereby gives Contractor the right and license to use facility, and Contractor accepts such right of use, for the sole purpose of performing the services herein specified, including the operation and maintenance of the restaurant dining room, kitchen, outdoor covered patio (subject to scheduling and prior approval of Rockwind General Manager) and any storage approved by Rockwind management (i.e., Golf Pro and Recreation Director).

3. City shall assign to Contractor, at no cost, parking spaces sufficient for all of Contractor's management staff. All other employees of Contractor shall park in the designated public parking spaces. Contractor's staff shall not park in any of the drop off or pick up areas at Rockwind. Rockwind General Manager has final authority over all parking issues.
4. Any and all scheduling of events outside of the restaurant, including the outdoor patio, shall be coordinated through the Rockwind management (i.e., Golf Pro and Recreation Director) and use by Contractor is subject to Rockwind management (i.e., Golf Pro and Recreation Director) approval.
5. In the event Contractor utilizes any portion of the facility they shall be responsible for cleaning and maintaining that portion of the facility immediately following its use.
6. Contractor shall be responsible for the maintenance and service of all grease traps, kitchen exhaust systems and ice machine on a regular basis and no less than quarterly. Service logs shall be kept on site and made available to the City upon request.
7. Repair of Equipment: The party who has ownership of each individual piece of equipment, as outlined in Exhibits 2 and 3, shall be responsible for all repairs and any necessary replacement of the same. Contractor may make emergency repairs to any City-owned equipment. Contractor must notify City of any emergency repairs within 24-hours of the emergency repair. In the event Contractor makes emergency expenditures for maintenance or repair of any City-owned piece of equipment, City will cause Contractor to be reimbursed for any such expenses reasonably incurred. If a City-owned piece of equipment is in need of a non-emergency repair, a work order request shall be submitted to: bldgmaint@hobbsnm.org stating the piece of equipment, a description of the issue and a requested timeline for completion.
8. Contractor shall provide day-to-day custodial service and basic maintenance of the bar and kitchen. City shall provide janitorial services for the restaurant space. The janitorial services listed below will be completed by the City's contractor. If other cleaning needs arise outside of this frequency, Contractor shall promptly address the same.
 - A. Daily services
 - i. Restaurant dining room: vacuum floors
 - ii. Patio: sweep, empty trash receptacles, vacuum entrance mats
 - B. Weekly services
 - i. Restaurant dining room: Dust furniture, artwork, etc., clean windows
 - ii. Patio: sweep entire patio
 - C. Monthly services
 - i. Patio: power wash patio
 - D. Quarterly services
 - i. Restaurant dining room: dust ceilings, clean light fixtures and cleaning carpet

9. Outside Food Vendors/Food Trucks: Notwithstanding the provisions in Section 1.0(1) of this Agreement, outside food vendors, including food trucks, may sell/provide food at Rockwind on the following conditions:
 - A. For events and tournaments that are hosted by one of Rockwind's stakeholders, namely First Tee, Hobbs Municipal Schools, NMJC, USW and City.
 - B. City Manager and his/her designee (i.e., Golf Pro and Recreation Director) reserves the right to authorize food trucks to provide food for other events.
10. City as owner of the facility, may periodically make capital improvements or modifications to the facility. Contractor may provide feedback and input for consideration regarding any capital improvements or modifications to the facility that it believes will improve customer service at Rockwind. City reserves the right to make any and all final decisions regarding capital improvements or modifications to the facility. City shall be responsible for the costs of the capital improvements or modifications contemplated herein. To provide capital improvements feedback or input Contractor may email sbaker@hobbsnm.org and cc: dmcdaniel@hobbsnm.org.
11. Contractor shall ensure storage meets general housekeeping and fire code approved status at all times and must comply immediately upon written notice from City.

6.0 PERSONNEL

1. All Contractor's staff and employees shall be engaged or hired by Contractor and shall be employees of Contractor and not City. Contractor shall select, in its sole discretion, the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment/termination, relating to such personnel. Contractor agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. City agrees that Contractor shall be entitled to pay its employees, as an operating expense, bonuses and benefits in accordance with Contractor's current employee manual or as a reasonable amount for the locale.
2. Contractor shall employ sufficient number and qualified employees to perform all of its obligations under this Agreement. Additionally, Contractor shall ensure that all events, including but not limited to golf tournaments, are adequately staffed so as to meet the needs of the general public.
3. Contractor agrees to abide by all state and federal rules, regulations and laws pertaining to equal opportunity employment matters. In accordance with these laws and regulations, Contractor agrees to assure that no person shall, on the basis of race, color, natural origin, sex, age, handicap, medical condition, or any other protected classification, be discriminated against in regards to conditions of employment.

7.0 TAXES, ASSESSMENTS, GOVERNMENTAL FEES

1. Contractor agrees to pay all New Mexico Gross Receipts Tax, Federal and State Income Taxes, required wage withholding taxes for its employees, and all alcohol related taxes. City shall not be responsible for any of Contractor's tax obligations whatsoever.
2. Contractor agrees to pay all assessments and/or other required governmental licensing fees they may be required to pay pursuant to state and federal regulations. City shall not be responsible for any of Contractor's assessments and governmental licensing fees.
3. Contractor agrees to satisfy all debts and obligations to all liquor wholesalers utilized in the lease and operation of City's Governmental Liquor License. In the event City is placed on notice of any outstanding debt to any liquor wholesaler, City reserves the right to satisfy the debt and shall assess the cost of satisfaction to Contractor.

8.0 FISCAL RESPONSIBILITY / REPORTING

1. Contractor agrees to keep and maintain, at its office in the facility, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operation and management of the facility. Such records shall contain all entries reflecting Contractor's business operations at the facility under this Agreement. City shall have the right to audit and inspect such records from time to time during the term of this Agreement, upon reasonable notice to Contractor and during ordinary business hours.
2. Contractor agrees to provide to City monthly financial reports for the facility including a CRS Report, balance sheet aging reports on accounts receivable, and statement of revenues and expenditures for such month and year to date in accordance with generally accepted accounting principles. Contractor agrees to provide City a summary of bookings for each month and separate cash receipts and disbursement reports for each catering event held at the facility.
3. Contractor agrees to provide City, within one hundred twenty (120) days following the end of each operating year, a certified audit report on the accounts and records as kept by Contractor for the facility. Costs associated with obtaining such certified audit report shall be an operating expense of Contractor. Such audit shall be conducted in accordance with generally accepted auditing standards.

9.0 INDEMNIFICATION

1. Contractor agrees to defend, indemnify and hold harmless City, its commissioners, elected officials and employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorney fees even if City utilizes in-house counsel) liabilities, or damages (collectively, "Losses") suffered by such parties, arising out of or in connection with any (a) negligent act or omission, or intentional

misconduct, on the part of Contractor or any of its employees or agents in the performance of its obligations under this Agreement, or (b) breach by Contractor of any of its representations, covenants or agreements made herein; except to the extent such Losses arise out of or relate to City's negligence, intentional misconduct, or failure to comply with the terms of this Agreement.

2. City agrees to indemnify Contractor only to such extent as allowed by New Mexico law, including any negligence or intentional tort City or its employees may be responsible for.
3. With respect to each separate matter brought by any third party against which a party hereto ("Indemnitee") is indemnified by the other party ("Indemnitor") under this paragraph 9.0, the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve any proceeding, claim, or cause of action underlying such matter, except that (a) the Indemnitee may at its option participate in such defense or resolution at its expense and through counsel of its choice; (b) the Indemnitee may at its option assume control of such defense or resolution, if the Indemnitor does not promptly and diligently pursue such defense or resolution, provided that the Indemnitor shall continue to be obligated to indemnify the Indemnitee hereunder in connection therewith; and (c) neither Indemnitor nor Indemnitee shall agree to any settlement without the other's prior written consent (which shall not be unreasonably withheld or delayed). In any event, Indemnitor and Indemnitee shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's expense. With respect to each and every matter to which any indemnification may be sought hereunder, upon receiving notice of such matter, Indemnitee shall promptly (and in no event more than 20 days after any third-party litigation is commenced assessing such claim) give reasonable detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.
4. The obligations of the parties contained in this paragraph 9.0 shall survive the termination or expiration of this Agreement.

10.0 INSURANCE

1. Contractor agrees to maintain insurance in the manner and amounts as set forth in Exhibit "4", attached hereto, and shall provide to City, promptly following the effective date, a certificate of insurance evidencing such coverage. The insurance contemplated herein shall list City as an additional insured and shall be primary. Contractor shall maintain such referenced insurance coverage at all times during the term of this Agreement and shall not make any material modifications or changes to the coverage without the prior written consent of City. Each policy shall include a requirement that the insurer provide to City at least thirty-days written notice of cancellation or material change in the terms and provisions of the applicable policy. The cost of such insurance shall be an operating expense for Contractor.

2. Contractor agrees to maintain appropriate dram shop liability coverage arising from its dispensing of alcoholic beverages under this Agreement.

11.0 Miscellaneous

1. Except as required by the New Mexico Inspection of Public Records Act, and any other statutory provision of the laws of the State of New Mexico, as the same now read or may be modified in the future, this Agreement and its terms, conditions, provisions, and contents, shall be kept strictly confidential and shall not be disclosed by either party hereto to any persons, except to such party's employees, attorneys, accountants, financial advisors and advertising agencies who have a need to know such information, and except in the case of a proceeding surrounding a dispute under this Agreement or as may otherwise be required by court order or applicable law, in which case such disclosure shall be conditioned on all reasonable steps being taken to maintain the confidentiality of the economic terms of this Agreement (unless applicable laws requires disclosure of such terms).
2. City is has taken legal steps to secure ownership of the name "Rockwind Grill" and the logo associated with Rockwind. Contractor shall have the right to use the name "Rockwind Grill" and the logo associated with Rockwind. For the duration of this Agreement, Contractor agrees to use the City's assigned name and logo in connection with the operation of the restaurant at Rockwind. The City will secure a service mark for the name "Rockwind Grill". In the event the City's efforts to secure a service mark are unsuccessful, City will rename the facility and pursue a service mark for the subsequent name. Contractor shall use the name then designated by the City in connection with the operation of the restaurant at Rockwind for the duration of this Agreement. Contractor shall take all prudent and appropriate measures to protect the trademark rights of City and its logos. All trademarks and service marks developed by City shall be and at all times remain the sole and exclusive property of City. Contractor agrees to execute any documentation requested by City from time to time to establish, protect or convey any such trademarks or service marks.
3. City agrees that in all advertisements placed by City for the facility or events at the facility, whether such advertisements are in print, on radio, television, the internet or otherwise, may include a designation that the facility is operated by Contractor.
4. Except as provided herein, neither party shall be obligated to perform, and neither party shall be deemed to be in default of its performances, if prevented by occurrences outside its reasonable control, including without limitation: (a) fire, earthquake, hurricane, wind, tornado, flood, act of God, riot, or civil unrest occurring at the facility; or (b) any law rule or ordinance, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, war, or governmental law and regulation; or (c) labor dispute which results in a strike or work stoppage, affecting the facility or services described in this Agreement. Notwithstanding the foregoing, a party's failure to make payments due hereunder shall not be considered to be a force majeure.

5. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Any purported assignment in contravention of this paragraph shall be void.
6. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, or three days after mailed, if sent by registered or certified mail.

If to City:	If to Kenny Kim:	If Joy Field:
City of Hobbs City Manager 200 E. Broadway Hobbs, NM 88240	Kenny Kim P.O. Box 1481 Lovington, NM 88260	Joy Field P.O. Box 686 Lovington, NM 88260

7. If a court of competent jurisdiction or an arbitrator determines any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
8. This Agreement supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. This Agreement must be approved by the Resolution of the City of Hobbs City Commission. Any modifications to this Agreement must be in writing and approved by Resolution of the City of Hobbs City Commission.
9. The parties agree that this Agreement is to be construed by the laws of the State of New Mexico and any legal action to enforce or construe the terms of the Agreement shall be brought in Lea County, New Mexico only.
10. City and Contractor acknowledge and agree they are not joint venturers, partners, or joint owners with respect to the facility, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture or similar relationship between City and Contractor. In operating the facility, entering into contracts, accepting reservations and conducting financial transactions for the facility, Contractor acts on behalf of and agent for City (but subject to the limitations on Contractor's authority as set forth in this Agreement) and assumes no independent contractual liability with respect to any obligations incurred in operating the facility or performing its obligations under this Agreement so long as Contractor doesn't exceed the authority granted by this Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Professional Services Agreement to be executed on behalf of such party by an authorized representative as of the date set forth herein.

CITY OF HOBBS

KIMJOY GROUP, LLC


By: SAM D. COBB, Mayor

Date: 6/20/2023


By: Kenny Kim

Date: 6-22-23


By: Joy Field

Date: 6-22-23

Attest:


Jan Fletcher, City Clerk



Approved as to Form:



Efren A. Cortez, City Attorney

EXHIBIT 1

Contractor shall provide the following service in its management of the Rockwind restaurant and catering services at Rockwind Community Links Golf Course, located at 5001 Jack Gomez Blvd., Hobbs, NM:

1. Quick-Service menu, Grab and Go menu, thoughtful hours of operation including breakfast, lunch, dinner (until 8pm) and bar (until 9pm);
 - a. Off-season/winter hours may be scheduled differently
2. Full service bar, operating as Lessee of City's liquor license;
3. Schedule facilities for meetings, banquets and weddings, shall be coordinated through the Rockwind General Manager (may include catering for events);
4. Provide staffing of beverage cart during peak play, tournaments and/or requested by the Rockwind General Manager;
5. Timely and responsive customer service (8-minute response time);
6. Establish and maintain positive relationships with local businesses, community groups, course tournament groups, existing Rockwind golf clubs and leagues, charitable organizations, and the community at-large;
7. Assist with providing customers opportunities to leave feedback via comment cards which the City will regularly review with the Quick-Service Restaurant operator. These may be used for performance evaluation purposes;
8. Promotion of Rockwind Community Links Golf Course and the sport of golf in Hobbs.

The definition of Quick-Service Restaurant per the City of Hobbs definition consists of the following:

- Limited menu items, generally consisting of burgers, wraps, sandwiches and/or pre-packaged salads;
- Most food ordered for takeaway;
- Price points typically range between \$5-\$8 per meal;
- These restaurants usually provide plastic seating and tabletops;
- Table service is rarely provided in a quick-service restaurant.

EXHIBIT 2

Contractor shall provide the following equipment in its management of the Rockwind restaurant and catering services at the Rockwind Community Links Golf Course, located at 5001 Jack Gomez Blvd., Hobbs, NM:

1. Adequate qualified staff to operate all aspects of its responsibilities herein, including, but not limited to, the restaurant, catering, bar and beverage cart(s), and service at all tournaments;
2. Plates, silverware, eating utensils, cooking utensils, pots, pans, glass ware, napkins, condiment containers, warming equipment, and all smallware item(s) required to operate the restaurant and catering business under this Agreement;
3. Point of sale (POS) electronic equipment, including all software and hardware;
4. Menus, signage, and digital media associated with the food service;
5. Any equipment not listed in Exhibit 3 that Contractor deems necessary for the provision of services to the general public.

EXHIBIT 3

City shall provide the following equipment, which is currently located at Rockwind, connected with the restaurant:

1. Equipment table;
2. Four burner stove top;
3. Prep table and freezer;
4. Sandwich table with cooler;
5. Walk-in cooler;
6. Dish table with sink;
7. Dish table clean side;
8. Dish sink trap;
9. Hand sink (2);
10. Reach-in freezer;
11. Ice unit;
12. Glass cooler;
13. Beer cooler;
14. Three-compartment sink;
15. Décor;
16. Patio furniture;
17. Flat Top.

EXHIBIT 4

Insurance Requirements (Minimum)

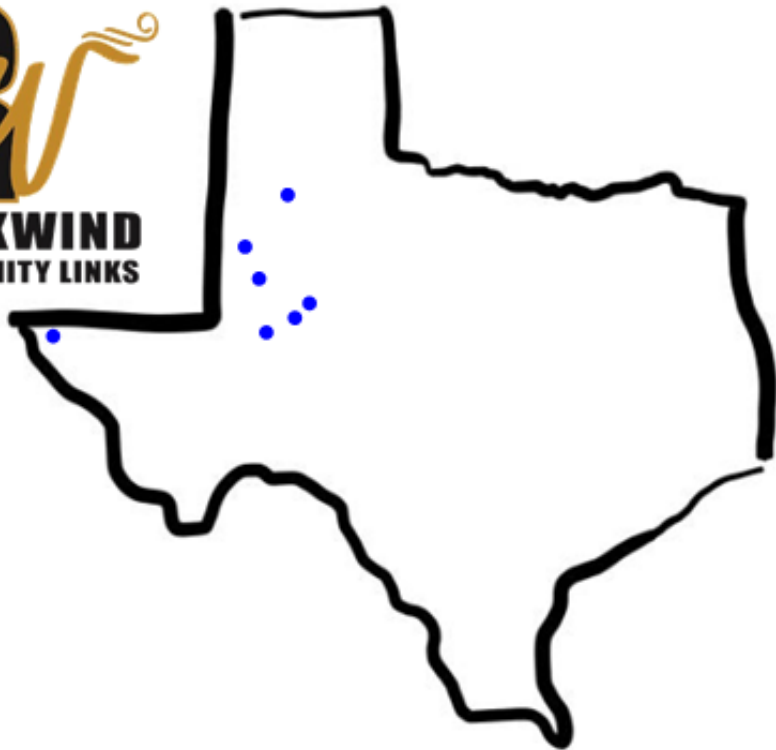
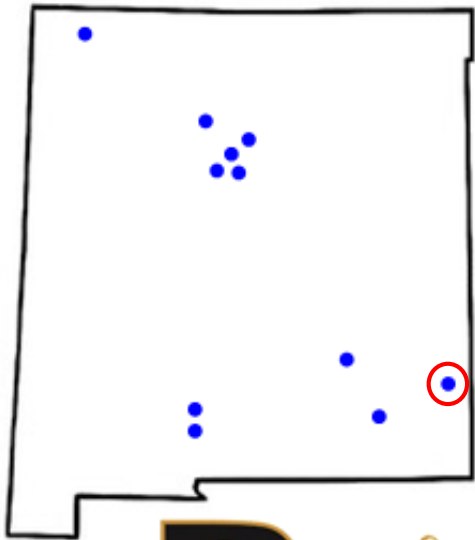
1. Commercial General Liability:
 - \$1,000,000.00 per occurrence
 - \$3,000,000.00 aggregate

2. Automobile Liability:
 - \$500,000.00 per accident (PI and PD combined single limit)

3. Workers Compensation:
 - Statutory Coverage

4. Dram Shop/Alcohol Liability

2026 Rockwind Community Links Fee Proposal



Golf Courses Included in the Fee Survey

New Mexico

Black Mesa Golf Club, La Mesilla
Lake Carlsbad Golf Course, Carlsbad
Nancy Lopez Course at Spring River, Roswell
NMSU Golf Course, Las Cruces
Pinon Hills Golf Course, Farmington
Red Hawk Golf Course, Las Cruces
Rockwind Community Links, Hobbs
Sandia Golf Club, Albuquerque
Santa Ana Golf Club, Santa Ana Pueblo
Twin Warriors, Santa Ana Pueblo
UNM Championship Golf Course, Albuquerque

Texas

Gaines County Golf Course, Seminole
Hogan Park Golf Course, Midland
Painted Dunes Desert Golf Course, El Paso
Ratliff Ranch Golf Links, Odessa
The Rawls Course, Lubbock
Yoakum County Golf Course, Denver City

Adult Weekday Greens Fees

Rank	Course Name/Location	Weekday or Daily Greens Fee Resident	Weekday or Daily Greens Fee Non-Res.
1	Twin Warriors/Albuquerque	\$75-\$90	\$95-\$110
2	Sandia Golf Club/Albuquerque	\$70.00	
3	Black Mesa/Espanola	\$60-\$70	
4	The Rawls Course/Lubbock	\$54-\$64	
5	UNM South/Albuquerque	\$45.00	\$79.00
6	Santa Ana Golf Club/Santa Ana Pueblo	\$42.00	\$42.00
7	Red Hawk Golf Club/Las Cruces	\$40.00	
8	NMSU Golf Course/Las Cruces	\$37.00	
9	Painted Dunes Golf Course/El Paso	\$35.00	\$39.00
10	Hogan Park/Midland	\$31.00	
11	Ratliff Ranch/Odessa	\$29.00	
12	Pinon Hills/Farmington	\$28.00	\$45.00
13	Nancy Lopez Golf Club/Roswell	\$20.25	
14	Yoakum County Golf Course/Denver City	\$18.00	\$40.00
15	Rockwind Community Links	\$17.00	\$34.00
16	Lake Carlsbad/Carlsbad	\$16.00	
17	Gaines County Golf Course/Seminole	\$10.50-\$13.50	\$15.50-\$20.50

Rockwind Community Links is one of the premier courses in the region!

The current fees at Rockwind are not reflective of a premier course.

Adult Weekend/Holiday Greens Fees

Rank	Course Name/Location	Weekend Greens Fee Resident	Weekend Greens Fee Non-Res
1	Twin Warriors/Albuquerque	\$115-\$130	\$140-\$155
2	The Rawls Course/Lubbock	\$100-\$130	
3	Sandia Golf Club/Albuquerque	\$90.00	
4	Black Mesa/Espanola	\$80-\$90	
5	UNM South/Albuquerque	\$65.00	\$80.00
6	Red Hawk Golf Club/Las Cruces	\$60.00	
7	Santa Ana Golf Club/Santa Ana Pueblo	\$52.00	\$52.00
8	NMSU Golf Course/Las Cruces	\$47.00	
9	Painted Dunes Golf Course/El Paso	\$45.00	\$49.00
10	Ratliff Ranch/Odessa	\$39.00	
11	Hogan Park/Midland	\$36.00	
12	Pinon Hills/Farmington	\$33.00	\$50.00
13	Yoakum County Golf Course/Denver City	\$25.00	\$50.00
14	Lake Carlsbad/Carlsbad	\$21.00	
15	Nancy Lopez Golf Club/Roswell	\$20.25	
16	Rockwind Community Links	\$19.00	\$38.00

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The current fees at Rockwind are not reflective of a premier course.

Golf Cart Fees

Rank	Course Name/Location	Cart Fee Resident 18 Holes	Cart Fee Non-Resident
1	Yoakum County Golf Course/Denver City	\$25.00	\$25.00
2	Twin Warriors/Albuquerque	\$24.00	\$24.00
3	Sandia Golf Club/Albuquerque	\$22.00	\$22.00
4	Santa Ana Golf Club/Santa Ana Pueblo	\$21.00	\$21.00
5	Pinon Hills/Farmington	\$20.00	\$20.00
6	Red Hawk Golf Club/Las Cruces	\$20.00	\$20.00
7	Black Mesa/Espanola	\$20.00	\$20.00
8	UNM South/Albuquerque	\$20.00	\$20.00
9	The Rawls Course/Lubbock	\$20.00	\$20.00
10	Lake Carlsbad/Carlsbad	\$20.00	\$20.00
11	Gaines County Golf Course/Seminole	\$20.00	\$20.00
12	Rockwind Community Links	\$18.00	\$18.00
13	NMSU Golf Course/Las Cruces	\$18.00	\$18.00
14	Nancy Lopez Golf Club/Roswell	\$18.00	\$18.00
15	Ratliff Ranch/Odessa	\$16.00	\$16.00
16	Painted Dunes Golf Course/El Paso	\$15.00	\$15.00
17	Hogan Park/Midland	\$15.00	\$15.00

Rockwind Community Links is one of the premier courses in the region!

The current fees at Rockwind *are not* reflective of a premier course.

Rank	Course Name/Location	Weekday or Daily Greens Fee Resident	Weekday or Daily Greens Fee Non-Res.
1	Twin Warriors/Albuquerque	\$75-\$90	\$95-\$110
2	Sandia Golf Club/Albuquerque	\$70.00	
3	Black Mesa/Espanola	\$60-\$70	
4	The Rawls Course/Lubbock	\$54-\$64	
5	UNM South/Albuquerque	\$45.00	\$79.00
6	Santa Ana Golf Club/Santa Ana Pueblo	\$42.00	\$42.00
7	Red Hawk Golf Club/Las Cruces	\$40.00	
8	NMSU Golf Course/Las Cruces	\$37.00	
9	Painted Dunes Golf Course/El Paso	\$35.00	\$39.00
10	Hogan Park/Midland	\$31.00	
11	Ratliff Ranch/Odessa	\$29.00	
12	Pinon Hills/Farmington	\$28.00	\$45.00
13	Nancy Lopez Golf Club/Roswell	\$20.25	
14	Yoakum County Golf Course/Denver City	\$18.00	\$40.00
15	Rockwind Community Links	\$17.00	\$34.00
16	Lake Carlsbad/Carlsbad	\$16.00	
17	Gaines County Golf Course/Seminole	\$10.50-\$13.50	\$15.50-\$20.50

Current



Proposed



Rank	Course Name/Location	Weekday or Daily Greens Fee Resident	Weekday or Daily Greens Fee Non-Res.
1	Twin Warriors/Albuquerque	\$75-\$90	\$95-\$110
2	Sandia Golf Club/Albuquerque	\$70.00	N/A
3	Black Mesa/Espanola	\$60-\$70	N/A
4	The Rawls Course/Lubbock	\$54-\$64	N/A
5	UNM South/Albuquerque	\$45.00	\$79.00
6	Santa Ana Golf Club/Santa Ana Pueblo	\$42.00	\$42.00
7	Red Hawk Golf Club/Las Cruces	\$40.00	N/A
8	NMSU Golf Course/Las Cruces	\$37.00	N/A
9	Painted Dunes Golf Course/El Paso	\$35.00	\$39.00
10	Hogan Park/Midland	\$31.00	N/A
11	Ratliff Ranch/Odessa	\$29.00	N/A
12T	Rockwind Community Links	\$28.00	\$58.00
12T	Pinon Hills/Farmington	\$28.00	\$45.00
14	Nancy Lopez Golf Club/Roswell	\$20.25	N/A
15	Yoakum County Golf Course/Denver City	\$18.00	\$40.00
16	Lake Carlsbad/Carlsbad	\$16.00	N/A
17	Gaines County Golf Course/Seminole	\$10.50-\$13.50	\$15.50-\$20.50

Rank	Course Name/Location	Weekend Greens Fee Resident	Weekend Greens Fee Non-Res
1	Twin Warriors/Albuquerque	\$115-\$130	\$140-\$155
2	The Rawls Course/Lubbock	\$100-\$130	
3	Sandia Golf Club/Albuquerque	\$90.00	
4	Black Mesa/Espanola	\$80-\$90	
5	UNM South/Albuquerque	\$65.00	\$80.00
6	Red Hawk Golf Club/Las Cruces	\$60.00	
7	Santa Ana Golf Club/Santa Ana Pueblo	\$52.00	\$52.00
8	NMSU Golf Course/Las Cruces	\$47.00	
9	Painted Dunes Golf Course/El Paso	\$45.00	\$49.00
10	Ratliff Ranch/Odessa	\$39.00	
11	Hogan Park/Midland	\$36.00	
12	Pinon Hills/Farmington	\$33.00	\$50.00
13	Yoakum County Golf Course/Denver City	\$25.00	\$50.00
14	Lake Carlsbad/Carlsbad	\$21.00	
15	Nancy Lopez Golf Club/Roswell	\$20.25	
16	Rockwind Community Links	\$19.00	\$38.00

Current



Proposed



Rank	Course Name/Location	Weekend Greens Fee Resident	Weekend Greens Fee Non-Res
1	Twin Warriors/Albuquerque	\$115-\$130	\$140-\$155
2	The Rawls Course/Lubbock	\$100-\$130	
3	Sandia Golf Club/Albuquerque	\$90.00	
4	Black Mesa/Espanola	\$80-\$90	
5	UNM South/Albuquerque	\$65.00	\$80.00
6	Red Hawk Golf Club/Las Cruces	\$60.00	
7	Santa Ana Golf Club/Santa Ana Pueblo	\$52.00	\$52.00
8	NMSU Golf Course/Las Cruces	\$47.00	
9	Painted Dunes Golf Course/El Paso	\$45.00	\$49.00
10	Ratliff Ranch/Odessa	\$39.00	
11	Hogan Park/Midland	\$36.00	
12	Pinon Hills/Farmington	\$33.00	\$50.00
13	Rockwind Community Links	\$30.00	\$60.00
14	Yoakum County Golf Course/Denver City	\$25.00	\$50.00
15	Lake Carlsbad/Carlsbad	\$21.00	
16	Nancy Lopez Golf Club/Roswell	\$20.25	

Rank	Course Name/Location	Cart Fee Resident 18 Holes	Cart Fee Non-Resident
1	Yoakum County Golf Course/Denver City	\$25.00	\$25.00
2	Twin Warriors/Albuquerque	\$24.00	\$24.00
3	Sandia Golf Club/Albuquerque	\$22.00	\$22.00
4	Santa Ana Golf Club/Santa Ana Pueblo	\$21.00	\$21.00
5	Pinon Hills/Farmington	\$20.00	\$20.00
6	Red Hawk Golf Club/Las Cruces	\$20.00	\$20.00
7	Black Mesa/Espanola	\$20.00	\$20.00
8	UNM South/Albuquerque	\$20.00	\$20.00
9	The Rawls Course/Lubbock	\$20.00	\$20.00
10	Lake Carlsbad/Carlsbad	\$20.00	\$20.00
11	Gaines County Golf Course/Seminole	\$20.00	\$20.00
12	Rockwind Community Links	\$18.00	\$18.00
13	NMSU Golf Course/Las Cruces	\$18.00	\$18.00
14	Nancy Lopez Golf Club/Roswell	\$18.00	\$18.00
15	Ratliff Ranch/Odessa	\$16.00	\$16.00
16	Painted Dunes Golf Course/El Paso	\$15.00	\$15.00
17	Hogan Park/Midland	\$15.00	\$15.00

Current



Proposed



Rank	Course Name/Location	Cart Fee 18 Holes
1T	Rockwind Community Links	\$25.00
1T	Yoakum County Golf Course/Denver City	\$25.00
3	Twin Warriors/Albuquerque	\$24.00
4	Sandia Golf Club/Albuquerque	\$22.00
5	Santa Ana Golf Club/Santa Ana Pueblo	\$21.00
6	Pinon Hills/Farmington	\$20.00
7	Red Hawk Golf Club/Las Cruces	\$20.00
8	Black Mesa/Espanola	\$20.00
9	UNM South/Albuquerque	\$20.00
10	The Rawls Course/Lubbock	\$20.00
11	Lake Carlsbad/Carlsbad	\$20.00
12	Gaines County Golf Course/Seminole	\$20.00
13	NMSU Golf Course/Las Cruces	\$18.00
14	Nancy Lopez Golf Club/Roswell	\$18.00
15	Ratliff Ranch/Odessa	\$16.00
16	Painted Dunes Golf Course/El Paso	\$15.00
17	Hogan Park/Midland	\$15.00

Rockwind Fees - Proposed Adults, Seniors

(These fees: Weekday, Weekend, Carts account for 63% of all fees transactions)

Description	Current Green Fee	Current Cart Fee	Total for 18 Holes
Adult Resident Weekday	\$17.00	\$18.00	\$35.00
Adult Resident Weekend	\$19.00	\$18.00	\$37.00

Adult Non-Resident Weekday	\$34.00	\$18.00	\$52.00
Adult Non-Resident Weekend	\$38.00	\$18.00	\$56.00

Senior Resident Weekday	\$14.00	\$16.00	\$30.00
Senior Resident Weekend	\$15.00	\$16.00	\$31.00

Senior Non-Resident Weekday	\$28.00	\$16.00	\$44.00
Senior Non-Resident Weekend	\$31.00	\$16.00	\$47.00

Green Fee Proposed	Cart Fee Proposed	Proposed Total 18 Holes	Increase	%
28.00	\$25.00	\$53.00	\$18.00	51%
30.00	\$25.00	\$55.00	\$18.00	49%

58.00	\$25.00	\$83.00	\$31.00	60%
60.00	\$25.00	\$85.00	\$29.00	52%

22.00	\$22.00	\$44.00	\$14.00	47%
24.00	\$22.00	\$46.00	\$15.00	48%

44.00	\$22.00	\$66.00	\$22.00	50%
46.00	\$22.00	\$68.00	\$21.00	45%

All proposed fees would generate \$534,514.00 in additional revenue.

If proposed fees had been in place in FY25, an additional \$535,514 may have been generated, raising cost recovery from 43% to 62%.

Golf Cart Fees - Proposed

Fee Description	Current	Proposed	Increase	%
Cart Fee Adult 18 Holes	\$18.00	\$25.00	\$7.00	28%
Cart Fee Adult 9 Holes	\$13.00	\$15.00	\$2.00	13%
Cart Fee Adult Twilight 18 Holes (After 4pm/3pm)	\$13.00	\$16.00	\$3.00	19%
Cart Fee Senior 18 Holes	16.00	22.00	6.00	27%
Cart Fee Senior 9 Holes	13.00	14.00	1.00	7%
Cart Fee Senior Twilight 18 Holes (After 4pm/3pm)	13.00	15.00	2.00	13%

All proposed fees would generate \$534,514.00 in additional revenue.

If proposed fees had been in place in FY25, an additional \$535,514 may have been generated, raising cost recovery from 43% to 62%.

Historical Expenditures, Revenue, and Subsidy at Rockwind Community Links

Year	Clubhouse/Exp.	Maintenance/Exp.	Total Expenditures	Revenue	Interfund Transfer	Cost Recovery
FY25	\$1,088,666.23	\$1,631,692.89	\$2,720,359.12	\$1,165,596.13	\$1,553,873.41	43%
FY24	\$1,119,012.15	\$1,610,747.55	\$2,729,759.70	\$1,143,621.20	\$1,553,404.51	42%
FY23	\$889,436.33	\$1,981,494.77	\$2,870,931.10	\$1,088,684.61	\$1,886,660.39	38%
FY22	\$869,571.43	\$1,976,600.60	\$2,846,172.03	\$1,097,929.01	\$1,816,778.10	39%
FY21	\$759,925.76	\$1,956,152.91	\$2,716,078.67	\$972,575.87	\$1,914,839.85	36%
FY20	\$1,237,180.86	\$1,884,628.64	\$3,121,809.50	\$718,687.04	\$2,471,041.49	23%
FY19	\$872,335.59	\$2,162,102.45	\$3,034,438.04	\$941,436.25	\$2,080,243.38	31%
FY18	\$1,028,673.55	\$1,516,011.80	\$2,544,685.35	\$1,110,862.36	\$1,546,764.94	44%
FY17	\$982,627.29	\$1,560,764.04	\$2,543,391.33	\$1,000,038.03	\$1,576,492.42	39%
FY16	\$1,153,671.57	\$1,815,411.12	\$2,969,082.69	\$1,080,296.65	\$1,815,540.40	36%
				Revenue	Interfund Transfer	
Rockwind Revenues & Interfund Transfers Avg. FY16 - FY25				Avg. \$1,022,973.30	Avg. \$1,787,496.99	Avg. 37%

PROPOSED FEES

Proposed Fees would generate
\$534,514.00 in additional revenue.

If proposed fees had been in place in FY25, cost recovery would have been: 62%

Snapshot: Rockwind Community Links Revenue*

May 27, 2025 - May 27, 2026

Greens fees	\$427,590.00
Hardgoods/Softgood sales	\$350,200.71
Golf Cart fees	\$259,179.00
Range Balls	\$115,398.50
Push Cart fees	\$ 607.50
College Team Fees	\$ <u>9,400.00</u>
Total	\$1,162,375.71

(Margin on Hardgoods/Softgoods sales: +\$113,116.46)

Rockwind Grill rent/lease fees FY25: \$41,790.94

**Golf fees only*

Weekday Green Fees				
Fee Description	Current	Proposed	Increase	%
Adult 18 Holes Resident	\$17.00	\$28.00	\$11.00	39%
Adult 18 Holes Non-Resident	\$34.00	\$58.00	\$24.00	41%
Adult 9 Holes Resident	\$12.00	\$15.00	\$3.00	20%
Adult 9 Holes Non-Resident	\$23.00	\$30.00	\$7.00	23%
Adult Twilight Resident (After 4pm/3pm)	\$12.00	\$22.00	\$10.00	45%
Adult Twilight Non-Resident (After 4pm/3pm)	\$23.00	\$39.00	\$16.00	41%
Senior 18 Holes Resident	\$14.00	\$22.00	\$8.00	36%
Senior 18 Holes Non-Resident	\$28.00	\$40.00	\$12.00	30%
Senior 9 Holes Resident	\$11.00	\$12.00	\$1.00	8%
Senior 9 Holes Non-Resident	\$23.00	\$25.00	\$2.00	8%
Senior Twilight Resident (After 4pm/3pm)	\$12.00	\$17.00	\$5.00	29%
Senior Twilight Non-Resident (After 4pm/3pm)	\$23.00	\$33.00	\$10.00	30%
Junior 18 Holes Resident	\$8.00	\$12.00	\$4.00	33%
Junior 18 Holes Non-Resident	\$14.00	\$21.00	\$7.00	33%
Junior 9 Holes Resident	\$7.00	\$8.00	\$1.00	13%
Junior 9 Holes Non-Res	\$14.00	\$16.00	\$2.00	13%
Junior Twilight Resident (After 4pm/3pm)	\$7.00	\$10.00	\$3.00	30%
Junior Twilight Non-Resident (After 4pm/3pm)	\$14.00	\$19.00	\$5.00	26%

**Proposed
Veterans and Active Military
Pay the Senior Rate**

**(No rate for Veterans and
Active Military, currently)**

**Adaptive Golfers Pay
the Junior Rate**

Weekend/Holiday Green Fees (Fridays, Saturdays, Sundays, Holidays)

Fee Description	Current	Proposed	Increase	%
Adult 18 Holes Resident	19.00	30.00	11.00	37%
Adult 18 Holes Non-Resident	38.00	60.00	22.00	37%
Adult 9 Holes Resident	12.00	16.00	4.00	25%
Adult 9 Holes Non-Resident	25.00	31.00	6.00	19%
Adult Twilight Resident	12.00	17.00	5.00	29%
Adult Twilight Non-Resident	25.00	32.00	7.00	22%
Senior 18 Holes Resident	15.00	23.00	8.00	35%
Senior 18 Holes Non-Resident	30.00	46.00	16.00	35%
Senior 9 Holes Resident	14.00	15.00	1.00	7%
Senior 9 Holes Non-Resident	23.00	25.00	2.00	8%
Senior Twilight Resident	12.00	17.00	5.00	29%
Senior Twilight Non-Resident	25.00	32.00	7.00	22%
Junior 18 Holes Resident	8.00	12.00	4.00	33%
Junior 18 Holes Non-Resident	14.00	21.00	7.00	33%
Junior 9 Holes Resident	7.00	8.00	1.00	13%
Junior 9 Holes Non-Res	14.00	16.00	2.00	13%
Junior Twilight Resident	7.00	10.00	3.00	30%
Junior Twilight Non-Resident	14.00	19.00	5.00	26%

**Proposed
Veterans and Active Military
Pay the Senior Rate**

**(No rate for Veterans and
Active Military, currently)**

**Adaptive Golfers Pay
the Junior Rate**

**Holidays: New Years Day, MLK Day,
President's Day, Memorial Day,
Juneteenth, Independence Day, Labor
Day, Veterans Day
Course Closed: Tuesdays, Thanksgiving
Day, Christmas Day**

Additional Fees at Rockwind Community Links (Part 1)					
Fee Description	Fee	Proposed	Increase	%	Notes
Replay Adult/Resident Weekday					All replay rates go away
Replay Adult/Non Res Weekday					
Replay Senior/Resident Weekday					
Replay Senior/Non-Res Weekday					
Replay Junior/Resident Weekday					
Replay Junior/Non-Res Weekday					
Replay Adult/Resident Weekends/Holidays					
Replay Adult/Non Res Weekends/Holidays					
Replay Senior/Resident Weekends/Holidays					
Replay Senior/Non-Res Weekends/Holidays					
Replay Junior/Resident Weekends/Holidays					
Replay Junior/Non-Res Weekends/Holidays					
Solo-Rider Golf Cart 18 Holes	\$11.00	\$11.00	\$0.00	0%	No increase
Solo-Rider Golf Cart 9 Holes	\$6.00	\$6.00	\$0.00	0%	No increase
Par 3 Adult (up to 3 Juniors Play for Free w/Adult)	\$7.00	\$10.00	\$3.00	43%	
Par 3 Junior	\$2.00	\$3.00	\$1.00	50%	
Par 3 Adult Replay	\$3.00	\$6.00	\$3.00	100%	
Par 3 Junior Replay	\$1.00	\$2.00	\$1.00	100%	
Adult Player's Pass	\$965.00	\$1,740.00	\$775.00	80%	Pays for itself starting with 61st round of golf
Senior Player's Pass	\$725.00	\$1,380.00	\$655.00	90%	Pays for itself starting with 61st round of golf
Junior Player's Pass	\$240.00	\$420.00	\$180.00	75%	Pays for itself starting with 41st round of golf
Adult Frequent Player Card 60 Rounds	\$864.00	\$1,305.00	\$441.00	51%	25% discount
Adult Frequent Player Card 20 Rounds	\$325.00	\$425.00	\$100.00	31%	25% discount
Senior Frequent Player Card 60 Rounds	\$702.00	\$1,035.00	\$333.00	47%	25% discount
Senior Frequent Player Card 20 Rounds	\$263.00	\$345.00	\$82.00	31%	25% discount
Junior Frequent Player Card 60 Rounds	\$372.00	\$372.00	\$0.00	0%	No increase
Junior Frequent Player Card 20 Rounds	\$140.00	\$140.00	\$0.00	0%	No increase

**Proposed
Veterans and Active
Military
Pay the Senior Rate**

**(No rate for Veterans and
Active Military, currently)**

**Adaptive Golfers Pay
the Junior Rate**

Additional Fees at Rockwind Community Links (Part 2)					
Fee Description	Fee	Proposed	Increase	%	Notes
Ride The Rock Pass (60 rounds + 60 cart fees)					
Businesses/Adults	\$1,944.00	\$2,430.00	\$486.00	25%	25% discount on 60 green/cart fees
Seniors	\$1,654.00	\$2,025.00	\$371.00	22%	25% discount on 60 green/cart fees
Range Balls Jumbo Bucket	\$13.00	\$20.00	\$7.00	54%	
Range Balls Large Bucket	\$10.00	\$15.00	\$5.00	50%	
Range Balls Medium Bucket	\$7.00	\$10.00	\$3.00	43%	
Range Balls Small Bucket	\$4.50	\$7.50	\$3.00	67%	
Range Pass: \$100 of Range Balls For \$75	\$75.00	\$75.00	\$0.00	0%	
Pull Cart 9 Holes	\$5.00	\$5.00	\$0.00	0%	
Pull Cart 18 Holes	\$10.00	\$10.00	\$0.00	0%	
Rental Clubs 9 Holes					
Rental Clubs 18 Holes	\$25.00	\$35.00	\$10.00	40%	
Rental Clubs (Premium) 9 Holes					
Rental Clubs (Premium) 18 Holes	\$45.00	\$60.00	\$15.00	33%	
Tournament Rates (applicable to 40 or more)					
Weekday Rates	\$50.00	\$70.00	\$20.00	40%	
Weekend/Holiday Rates	\$55.00	\$80.00	\$25.00	45%	
Tournament Rates (High School & College)*					
Tuesday Tournaments/Events					
Weekday Tournaments/Events (M, W, Th)	\$12.75	\$40.00	\$27.25	214%	
Weekend & Holiday Tournaments/Events	\$15.00	\$45.00	\$30.00	200%	
NMJC/USW Team Fees (per golfer/per semester)	\$200.00	\$400.00	\$200.00	100%	
Spectator Cart	\$30.00	\$45.00	\$15.00	50%	

**Proposed
Veterans and Active Military
Pay the Senior Rate**

**(No rate for Veterans and
Active Military, currently)**

**Adaptive Golfers Pay
the Junior Rate**



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
June 15, 2026

SUBJECT: Resolution No. 7785 - Authorizing the Mayor to Execute an Amended Employment Agreement with City Manager Manny Gomez.

DEPT OF ORIGIN: Human Resources

DATE SUBMITTED: 6/2/2026

SUBMITTED BY: Nicholas Goulet, HR Director

Summary:

On May 17, 2021, Resolution #7054 authorized the Mayor to execute the original employment agreement between City Manager Manuel (Manny) Gomez and the City of Hobbs. This proposed resolution focuses on amending four (4) areas of the original employment agreement: (1) (Section 7 "b") simplifying language with the timing of the annual performance review, (2) (Section 7 "m") increases the annual retention incentive from five (5) percent to ten (10) percent of base salary, (3) (Section 7 "n") adds a reimbursable clothing allowance in the amount of \$7,500, and (4) (Section 10 "b") adjusts the severance period from 90 days to six (6) months while allowing the City Manager to retain employer paid health coverage during the same time period. This amended employment agreement does not adjust or increase the annual base salary of the City Manager, it only updates the current salary.

Fiscal Impact:

Amendments to the City Managers contract include a recurring cost of approximately \$261,498.66, which is an increase of \$26,107.14 annually. Additionally, the proposed increase in severance from 90 days to 180 days comes at a projected cost of \$137,661.00, which represents an increase of \$70,640.49.

Attachments:

Resolution - Amended Employment Agreement for Manny Gomez (2026)
M. Gomez - Amended Employment Agreement - 2026 - Final

Recommendation:

The Commission should consider the Resolution.

Approved By:

Nicholas Goulet, HR Director	06/05/2026
Deb Corral, Assistant Finance Director	06/05/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	06/05/2026
Todd Randall, Assistant City Manager	06/08/2026

CITY OF HOBBS

RESOLUTION NO. 7785

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
AMENDED EMPLOYMENT AGREEMENT WITH CITY MANAGER MANNY GOMEZ

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor be and hereby is authorized and directed to execute on behalf of the City of Hobbs an Amended Employment Agreement with Manuel Gomez (aka "Manny Gomez") for his services as City Manager of the City of Hobbs. A copy of the Employment Agreement is attached hereto and made part hereof.

PASSED, ADOPTED AND APPROVED this 15th day of June, 2026.

JONATHAN B. SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

AMENDED EMPLOYMENT AGREEMENT

THIS AMENDED EMPLOYMENT AGREEMENT is entered into this 15th day of June, 2026, by and between **Manuel Gomez**, hereinafter designated as “City Manager”, and the **CITY OF HOBBS**, a New Mexico municipal corporation, acting by and through its duly authorized Mayor and City Commission, hereinafter referred to as “City”.

WITNESSETH

WHEREAS, the City Manager desires to engage into employment with the City of Hobbs as the City Manager; and

WHEREAS, the City of Hobbs, acting by and through its duly authorized Mayor and City Commission, desires to employ City Manager under the terms and conditions hereof;

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

1. Employment: City hereby employs City Manager and City Manager hereby accepts such employment upon the terms and conditions hereinafter set forth.

2. Term: The City Manager’s duties and responsibilities shall commence under the terms of this Agreement on the date of execution first noted above and shall continue for an indefinite term and until he vacates the position by death, resignation, or removal by the City Commission. (NMSA 1978, § 3-14-3).

3. Authority and Duties: The City Manager shall perform all duties and shall have all powers and authority granted to the City Manager in Hobbs City Charter Section 6-2, Ordinances, Resolutions, Regulations, other official documents, and NMSA 1978, § 3-14-14.

4. Work Responsibilities: Effective upon the commencement of this Agreement, City Manager shall devote the time necessary to the administration of the government of the City. In general, such time shall be a minimum of forty-five (45) hours per week. Such hours shall be scheduled as City Manager deems most conducive to the effective and efficient operation of City administration.

5. Employment Status: City Manager is an executive employee exempt from the requirements of the Federal Fair Labor Standards Act.

6. Disability: If the City Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or other health reasons for a period of eight (8) weeks beyond any accrued paid time off (unless a longer period is required by law), then City shall have the option to terminate this Agreement. In the event of termination under this provision, the City Manager shall be entitled to the disability benefits presently in effect and payable to other employees of the City who may be disabled as defined herein.

7. Compensation: For all services rendered by City Manager under the terms of this Agreement, compensation shall be paid to the City Manager by City as follows:

- a. Salary in the amount of \$224,182.40 (\$107.78 an hour) annually, paid in conjunction with the regular City of Hobbs pay cycle beginning upon execution of this Employment Agreement. City Manager shall be entitled to receive an annual Cost of Living Adjustment (COLA), if any approved in a given year, in a similar percentage amount to that granted to general employees by the City Commission.
- b. City Manager's performance evaluation shall be conducted annually.
- c. If after conducting any future performance evaluation it is determined by the City Commission that City Manager's job performance is satisfactory, the City Commission may adjust City Manager's salary. This annual adjustment, if approved, shall be a similar percentage amount to that granted to other general employees based upon their satisfactory evaluation.
- d. The sums set forth in subparagraph "a" herein, inclusive of any future adjustments as a result of an annual COLA (see paragraph "a") or merit increase (see paragraph "c"), shall constitute the City Manager's "base salary".
- e. City Manager shall accrue 20 hours per month of paid time off effective on the date of execution of this Employment Agreement. City Manager shall be allowed to maintain any paid time off balance he has accumulated in his previous role as Fire Chief/Acting City Manager. City Manager shall also be entitled to the same holiday leave, and health, vision, dental insurance, or other benefits currently available to the general employees of the City.
- f. City shall provide City Manager with an automobile allowance in the amount of \$1,000.00 each month during his employment with the City to commence upon execution of this Agreement. City Manager shall be responsible for paying any required liability and comprehensive insurance for the vehicle operated by him and for the purchase, operation, rental, repair and periodic maintenance of his personal vehicle during the term of

the Employment Agreement. City Manager shall furnish City with a copy of the declaration sheet issued by his automobile liability insurance carrier evidencing the liability coverage required by this subsection within fourteen (14) days of the date this Employment Agreement is fully executed by both parties.

City Manager shall not have access to the City fuel facility for purposes of obtaining fuel for City Manager's personal vehicle and shall not receive reimbursement or compensation based on mileage. If however, the destination exceeds a 125-mile radius from Hobbs, the City Manager shall have the option of using a City-owned pool vehicle for the purposes of such business travel and the City shall supply the fuel for the City vehicle used in such trips, or he may be reimbursed for actual gasoline expenses related to such extended travel.

- g. City agrees to budget and to pay for the professional dues and subscriptions for City Manager which are necessary for his continuation and full participation in national, state, and local associations and organizations which advance City Manager's professional growth and which further the various goals and objectives of the City.
- h. City agrees to budget and to pay for the travel and subsistence expenses of City Manager for professional and official travel, meetings and occasions adequate to continue the professional development of City Manager. It is anticipated by the parties that these expenses may include annual conferences of work-related professional associations, and such other national, regional, state and local governmental groups in which City Manager serves as a member and which the City Commission, via the Mayor, approves.
- i. City recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by City Manager, and hereby agrees to reimburse or to pay said general expenses upon receipt of duly executed expense or petty cash vouchers, receipts, statements, subject to said business and job related expenses having been properly budgeted prior to their being incurred by City Manager, and further subject to City Manager's compliance with all audit procedures of the City used to verify City Manager's claimed general expenses.
- j. City shall provide City Manager with a cell phone stipend of \$140.00 a month.
- k. Sections f, g, and h of paragraph 7 of this Employment Agreement are subject to the limits of the related line items in the annual budget approved by the City Commission.

- I. City shall provide PERA to City Manager as any other City of Hobbs employee in Municipal Plan 2.

- m. City shall provide City Manager with a retention incentive on each anniversary of the date of execution of this Employment Agreement in the amount equivalent to 10% of his then existing base salary (as defined in subparagraph “d” herein), on the condition that City Manager remains employed with City for the entirety of the year proceeding and including the date of the anniversary. The first such retention incentive shall be paid on June 20, 2027, and each year thereafter on the anniversary date of this Employment Agreement during the term of this Employment Agreement. This subsection in no way guarantees City Manager continued employment with City. City Manager has no vested right in the retention incentive unless and until he achieves the intended full year of service with the City. Should City Manager be separated from employment prior to the anniversary date of this Agreement in any given year, either voluntarily or involuntarily, he shall not receive a retention incentive for that year. The retention incentive outlined herein shall not be prorated for any reason should City Manager be separated from employment prior to the anniversary date of this Employment Agreement in any given year, either voluntarily or involuntarily. City Manager, by acceptance of these terms, agrees not to claim “detrimental reliance” or “unjust taking” related to this retention incentive should he be separated from employment prior to the anniversary date of this Employment Agreement in any given year, either voluntarily or involuntarily. This retention incentive shall be subject to all appropriate taxation and wage withholding including but not limited to state taxes and federal taxes.

- n. City shall provide the City Manager with an annual clothing allowance in the amount of \$7,500 per year as a reimbursable expense toward the purchase of professional attire. City Manager will submit receipts for reimbursement for eligible purchases. Reimbursements for professional attire purchases shall be considered a taxable fringe benefit and is subject to income, social security, and Medicare taxes.

- o. All payments of salary due to City Manager herein shall be subject to federal and state withholding taxes and such other sums, as City is required by law to withhold or deduct from City Manager’s salary.

8. Insurance: The City shall insure City Manager through its comprehensive public liability insurance coverage against any tort or professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of any alleged act of omission occurring in the course and scope of the performance of City Manager’s duties for City, with the exception of actions brought on behalf of the City. City shall pay for any attorney’s fees, court costs or other litigation related expenses incurred in connection with the defense of the claim, demand or lawsuit. City of Hobbs

Risk Manager reserves the right to assign in-house counsel to defend any claim against City Manager if appropriate. City Manager shall cooperate in all legal matters wherein he is named as a civil defendant, whether during or after his tenure with City, without additional compensation.

9. Bonding: City shall bear the full cost of any fidelity or other bonds required of City Manager under any law or ordinance.

10. Termination:

a. It is expressly understood by the parties to this Agreement that the City Manager holds office and continues his employment at the pleasure of the Hobbs City Commission. The City Commission may terminate this Employment Agreement through a majority vote. Upon termination, if any, City Manager shall not have the right of appeal or grievance.

b. City agrees to pay City Manager regular compensation in periodic cash payments equal to six (6) months aggregate salary, benefits and deferred compensation as severance pay unless the "termination" is related to an ethics violation, including but not limited to a violation of the City's Code of Conduct or the State of New Mexico's Governmental Conduct Act, or the conviction of a felony. City Manager shall also be compensated for all accrued Paid Time Off and all paid holidays. Payment of all severance pay and Paid Time Off upon separation shall be in one lump sum and shall be subject to all applicable withholdings including but not limited to state and federal taxes.

1. For a period of six (6) months following termination, City shall pay the cost to continue the following benefits at the most recent rate:

- a. Health insurance (medical, dental, vision) for City Manager and all dependents
- b. Life Insurance
- c. Short-term disability

c. Resignation: In the event City Manager voluntarily resigns or retires from his position, City Manager shall give City thirty (30) days written notice in advance, unless the parties otherwise agree. City Manager shall not be entitled to the severance pay outlined in Section 10(b) above in the event he resigns.

11. No Reduction of Benefits: City shall not at any time during the term of this Agreement reduce the compensation, salary, or other benefits of City Manager, except to the degree of such a reduction across-the-board for all employees of the City.

12. Other Terms and Conditions of Employment:

- a. The City Commission shall fix any such other reasonable terms and conditions of employment, as it may determine from time to time, relating to the performance of City Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Employment Agreement, the City Charter, the Municipal Code of City or any other law. Any amendment to this Agreement shall only be effective when it is in writing and executed and approved by both parties hereto. This Employment Agreement may only be modified or amended through a written agreement signed by the City Manager and the Mayor of the City of Hobbs and approved at a public meeting by the City Commission.
- b. All provisions, rules and regulations of the City of Hobbs relating to leave, retirement, pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also apply to City Manager as they would to other employees of the City, in addition to the benefits enumerated specifically for the benefit of City Manager, except as otherwise provided for herein.

13. General Provisions:

- a. This Employment Agreement represents the final and entire agreement and understanding between the parties and any representations, negotiations, offers, proposals, promises or agreements are intended by the parties to be integrated and merged herein and are to be superseded by this Agreement.
- b. This Employment Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of City Manager.
- c. If any provision, or any portion thereof, contained in this Employment Agreement is held unconstitutional, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- d. This Employment Agreement is intended to be governed by and construed in accordance with New Mexico law.
- e. It is expressly understood that this Employment Agreement is not valid or enforceable unless consented to by majority vote of the City Commission prior to execution.

IN WITNESS WHEREOF, the City of Hobbs has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its Clerk, and approved as to form by its City Attorney, and the City Manager has signed and executed this Agreement, the day and year first above written.

CITY OF HOBBS, NEW MEXICO
a municipal corporation

CITY MANAGER

JONATHAN B. SENA, Mayor

MANUEL GOMEZ

ATTEST:

JAN FLETCHER, City Clerk

APPROVED AS TO FORM:

MEDJINE DESROSIERS DOUYON, Deputy City Attorney



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
June 15, 2026

SUBJECT: Resolution No. 7786 - Determining that Certain Properties are Ruined, Damaged and Dilapidated Requiring Removal from the Municipality (521 E. Marland)

DEPT OF ORIGIN: Police

DATE SUBMITTED: 6/3/2026

SUBMITTED BY: Jessica Silva, Community Services Superintendent

Summary:

In its continuing promotion of safety and clean-up efforts within city limits, the Hobbs Police Department-Community Services Division has identified properties which present health, life and safety hazards, which warrant remediation. The property is in dire need of repair. The property located at 521 E. Marland is ruined, damaged and dilapidated and a menace to the public comfort, health and safety. Attachment A contains the information for the property.

Fiscal Impact:

The demolition and clean-up of this property will cost approximately \$31,126.91. The current budget in the "Professional Services" line item of the Code Enforcement Budget (010209-42601) has an adequate balance to sustain this expenditure.

Attachments:

RESOLUTION APPROVING CONDEMNATION-FINAL DRAFT
ATTACHMENT A FOR COMMISSION SUBMITTAL 6-15-2026-(MARLAND)
Consideration of condemnations Powerpoint JUNE 15, 2026 (MARLAND)

Recommendation:

The City Commission approve the adoption of the Resolution determining 521 E. Marland as ruined, damaged and dilapidated and a menace to public health and safety, which requires remediation.

Approved By:

Wade Lyons, Support Services Deputy Chief	06/04/2026
Deb Corral, Assistant Finance Director	06/04/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	06/04/2026
Manny Gomez, City Manager	06/12/2026

CITY OF HOBBS

RESOLUTION NO. 7786

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

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

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

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

BE IT FURTHER RESOLVED that unless the owner, occupant or agent in charge of such premises, within ten (10) days from such service or posting and publication of this Resolution, has commenced removing such structures from the real

property or has filed written objection with the City, the City shall cause the removal of such structures at the cost and expense of the property owner.

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

PASSED, ADOPTED AND APPROVED this 15th day of June, 2026

Jonathan Sena, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Attachment A

	Address	Owner	Owner's Address	Estimated Cost of Demolition
1	521 E. Marland Hobbs, Lea County, NM, 88240 * Lot One (1), Two (2) and Three (3), Block Three (3) of the New Hobbs Addition to the City of Hobbs, Lea County, New Mexico.	Finance of America Reverse LLC	3900 Capital City Blvd., Lansing, MI, 48906	\$31,126.91

Consideration of Condemnations

June 15, 2026



521 E. Marland



- Began Condemnation process May, 2026.
- Owner has been provided opportunity to bring property up to code on multiple occasions. Notices included previous homeowner and current homeowner.
- Structure is accessible from multiple exterior doors.
- Trash and debris is located throughout the property.
- Property is a public nuisance and could be a place for transient persons to occupy and or children play inside.
- Multiple people have been cited for squatting and tampering with utilities.

521 E. Marland



521 E. Marland



QUESTIONS?





CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
June 15, 2026

SUBJECT: PUBLICATION - Proposed Ordinance Amending Sections 6.05.020, 6.05.040, 6.05.050, and 6.05.060 of the Hobbs Municipal Code Regarding Animals

DEPT OF ORIGIN: Legal

DATE SUBMITTED: 6/3/2026

SUBMITTED BY: Amber Leija, Assistant City Attorney

Summary:

On November 2, 2009, the City Commission adopted Ordinance No. 1024, including section 6.05.020 in the Hobbs Municipal Code, which establishes procedures for the Seizure and Disposition of Dangerous and Potentially Dangerous Animals. Sections 6.05.040, 6.05.050, and 6.05.060 outline the proper procedures for the seizure, handling requirements, and prohibited acts concerning dangerous or potentially dangerous dogs. The proposed changes would add a kennel-size requirement, incorporate fee amounts into the ordinance that are already in use, and update procedures. If the ordinance is approved, the City Attorney's Office will request that the Commission update the fees in the Hobbs Municipal Code.

Fiscal Impact:

There's no fiscal impact.

Attachments:

Dangerous Dog - Final
Dangerous
Dangerous Dog - Redline (1)
Final Dangerous Dog Ordinance

Recommendation:

Approve for publication

Approved By:

Medjine Desrosiers-Douyon, Deputy City Attorney	06/04/2026
Deb Corral, Assistant Finance Director	06/05/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	06/05/2026
Manny Gomez, City Manager	06/08/2026

Chapter 6.05 DANGEROUS DOG

6.05.010 Short title.

This chapter may be cited as the "Dangerous Dog Chapter".
(Ord. No. 1024, 11-2-2009)

6.05.020 Definitions.

As used in the Dangerous Dog Chapter:

"Dangerous dog" means a dog that caused a serious injury to a person or domestic animal.

"Domestic Animal" means an animal that is kept as a household pet, but does not include animals normally raised for agricultural or commercial purposes.

"Owner" means a person who possesses, harbors, keeps, or has control or custody of a dog or, if that person is under the age of eighteen (18), that person's parent or guardian.

"Potentially dangerous dog" means a dog that may reasonably be assumed to pose a threat to public safety as demonstrated by one or more of the following behaviors:

1. Causing an injury to a person or domestic animal that is less severe than a serious injury.
2. Chasing or menacing a person or domestic animal in an aggressive manner and without provocation.
3. Acting in a highly aggressive manner within a fenced yard or enclosure and appearing able to jump out of the yard or enclosure or on a trolley system.

"Proper enclosure" means secure confinement indoors or outdoors in a kennel, pen or structure with secure sides and a secure top and bottom attached to the sides, that is designed to prevent the animal from escaping the confined area and young children from entering the confined area but does not include chaining, restraining kennel or structure with secure sides and a secure top and bottom attached to the sides, that is designed to prevent the animal from escaping the confined area and young children from entering the confined area, but does not include chaining, restraining, or otherwise tethering the animal. If the dog weighs less than thirty (30) pounds the kennel is to be 8x8x8. If the dog weighs more than thirty (30) but less than one hundred (100) pounds, the kennel is to be 12x6x6. If the dog weighs more than 100 pounds, the kennel is to be 10x10x6.

"Serious injury" means a physical injury that results in broken bones, multiple bites or disfiguring lacerations requiring sutures or reconstructive surgery.

(Ord. No. 1024, 11-2-2009)

6

(Ord. No. 1024, 11-2-2009)

6.05.030 Exceptions.

A dog shall not be declared a dangerous or potentially dangerous dog if:

-
- a. The dog was used by a law enforcement official for legitimate law enforcement purposes.
 - b. The threat, injury, or damage was sustained by a person or domestic animal that was:
 1. Trespassing upon premises occupied by the owner of the dog.
 2. Provoking, tormenting, abusing ~~or assaulting the dog or had repeatedly, in the past, provoked, tormented, abused, or assaulting the dog or had repeatedly, in the past, provoked, tormented, abused,~~ or assaulted the dog.
 3. Committing or attempting to commit a crime.
 - c. Or the dog was:
 1. Responding to pain or injury.
 2. Protecting itself or its offspring.
 3. Protecting or defending a human being or domestic animal from attack or assault.

(Ord. No. 1024, 11-2-2009)

6.05.040 Seizure of dog; petition to court.

- A. If an Animal Protection Officer has probable cause to believe that a dog is a dangerous dog and poses an imminent threat to public safety, the Animal Protection Officer may apply to a court of competent jurisdiction in the City where the animal is located for a warrant to seize the animal.
- B. If an Animal Protection Officer has probable cause to believe that a dog is a potentially dangerous dog and poses a threat to public safety, the Animal Protection Officer may apply to a court of competent jurisdiction in the City where the animal is located for a warrant to seize the animal.
- C. After seizure, the Animal Protection Officer shall impound the dog pending disposition of the case or until the owner has fulfilled the requirements for maintaining a dangerous or potentially dangerous dog in this chapter.
- D. After seizure:
 1. The owner may admit that the dog is dangerous or potentially dangerous and comply with the requirements for maintaining a dangerous or potentially dangerous dog pursuant to Section 6.05.050 of this chapter. If the Owner admits their dog is potentially dangerous or dangerous, the owner is responsible for the kennel fee while the dog is at the Hobbs Animal Adoption Center. Or
 2. The Animal Protection Department may, within fourteen (14) days after seizure of the dog, bring a petition in court seeking a determination of whether the dog is dangerous or potentially dangerous. If the court finds, by clear and convincing evidence, that the dog is dangerous or potentially dangerous and poses a threat to public safety, the court shall order the owner to comply with the registration and handling requirements for the dog and obtain a certificate of registration within thirty (30) days or have the dog humanely destroyed. If the court does not make the required findings pursuant to this paragraph, the court shall immediately order the release of the dog to the owner.
 3. If the Court finds after the hearing that the dog is either potentially dangerous or dangerous, the Owner shall be responsible for paying a kennel fee from the day the warrant was served. If the Court finds the dog is not potentially dangerous or dangerous, the City shall not charge the Owner any kennel fees.
- E. If the owner does not admit that the dog is dangerous or potentially dangerous and the Animal Protection Department does not bring a petition in court within fourteen (14) days of seizure of the dog, the court shall immediately order the release of the dog to its owner.

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(Supp. No. 14)

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- F. If the owner admits that the dog is dangerous and transfers ownership of the dog to the Animal Protection Department, the Department may humanely destroy the dog.
- G. A determination that a dog is not dangerous or potentially dangerous shall not prevent an Animal Protection Officer from making a subsequent application for seizure based on the dog's subsequent behavior.

(Ord. No. 1024, 11-2-2009)

6.05.050 Registration and handling requirements for dangerous and potentially dangerous dogs.

- A. Animal Protection Department shall issue a certificate of registration to the owner of athe potentially dangerous/dangerous dog if the owner establishes that:
1. The owner is able to keep the dog under control at all times.
 2. A City license has been issued. The dog has a potentially dangerous/dangerous dog tag.
 3. The dog has a current rabies vaccination. The Owner must provide yearly proof of rabies vaccination on December 31st of each year that the dog is potentially dangerous/dangerous.
 4. The owner has a proper enclosure for the dog, pursuant to 6.05.020, which shall be kept locked at all times when the vicious dog is within the structure.
 5. The owner has paid an annual fee to the Hobbs Animal Adoption Center, upon picking up the dog, and every year thereafter by December 31st, upon picking up the dog and every year thereafter by December 31st if the dog is still deemed potentially dangerous/dangerous, if applicable, established by the Animal Protection Department to register a potentially dangerous dog.
 6. The dog has been spayed or neutered. If the procedures are done at the Hobbs Animal Adoption Center, the Owner will be responsible for the fee.
 7. The dog has been implanted with a microchip containing owner identification information that is also provided to the Animal Protection Department.

~~8. The owner has entered the dog in a socialization and behavior program approved or offered by the Animal Protection Department.~~

B. If a dog previously determined to be potentially dangerous has not exhibited any of the behaviors which define a potentially dangerous dog for thirty-six (36) consecutive months, the owner may petition request the Hobbs Municipal Court Animal Protection Department to Court to lift the requirements for registration pursuant to this section. If the Court Animal Protection Department has no reasonable basis to believe that the dog has exhibited the behaviors specified, it shall relieve the owner of the requirements of this section.

- C. Animal Protection Department shall issue a certificate of registration to the owner of a dangerous dog if the owner, in addition to the requirements of subsection A of this section, establishes that:
1. The owner has paid an annual fee, if applicable, established by the City to register a dangerous dog; The dog has a dangerous dog tag.
 2. The owner has written permission of from the property owner or homeowner's association where the dangerous dog will be kept, if applicable;
 3. The dangerous dog will be maintained exclusively on the owner's property except for medical treatment or examination;

Commented [AE1]:
Vicious or potentially dangerous?

-
4. When the dangerous dog is removed from the owner's property, the dog shall be caged or muzzled and restrained with a lead no longer than four (4) feet, and the dog shall be under complete control at all times;
 5. The dangerous dog will not be transported in a vehicle that might allow the dog to escape or gain access to any person or animal outside the vehicle; and
 6. A clearly visible warning sign with a conspicuous warning symbol indicating that there is a dangerous dog on the premises is posted where the dog is kept and is visible from a public roadway or from fifty (50) feet, whichever is less.
- D. Animal Protection Department may order the immediate impoundment or humane destruction of a dog previously determined to be a dangerous dog if the owner fails to abide by the conditions for registration, confinement, or handling set forth in this section.


(Ord. No. 1024, 11-2-2009)

6.05.060 Prohibited acts; penalties.

- A. It is unlawful for an owner of a dangerous or potentially dangerous dog to:
- a. ~~Remove a potentially dangerous or dangerous dog tag. Keep the dog without a valid certificate of registration.~~
 - b. Violate the registration and handling requirements for the dog.
 - c. ~~Transfer ownership of a potentially dangerous or dangerous dog without having approval from the Hobbs Municipal Court. The Owner shall petition the Court when they want to transfer Ownership.~~
 - c. Fail to notify the Animal Protection Department immediately upon:
 1. The escape of the dog.
 2. An attack by the dog upon a human being or a domestic animal.
 3. Fail to notify the Animal Protection Department of the dog's death within five (5) business days.
 4. Fail to notify the Animal Protection Department within twenty-four (24) hours if the dog has been sold or given away and provide the name, address, and telephone number of the new owner of the dog.
 5. Fail to surrender the dog to an Animal Protection Officer for safe confinement pending a determination of the case when there is reason to believe that the dog poses an imminent threat to public safety.
 6. Fail to comply with special handling or care requirements for the dog that a court has ordered.
- B. Whoever violates a provision of paragraph A of this section is guilty of a misdemeanor and shall be sentenced in accordance with the provisions of the City of Hobbs Municipal Code.

(Ord. No. 1024, 11-2-2009)

State law reference(s)—Dangerous Dog Act, NMSA 1978, §§ 77-1A-1 to 77-1A-6 (2005).



Requesting Publication to Amend Dangerous Dog Ordinance

6.05.040, 6.05.050, and
6.05.060

CITY ATTORNEY'S OFFICE

AMBER LEIJA

Ordinance no. 1024

- ◆ On November 2, 2009, the City Commission adopted Ordinance No. 1024, including section 6.05.020 in the Hobbs Municipal Code, which set forth procedures for the Seizure and Disposition of Dangerous and potentially dangerous animals. 6.05.040, 6.05.050, and 6.05.060 set forth the proper procedure for the seizure, handling requirements, and prohibited acts of dangerous or potentially dangerous dogs.

8x8



10x10



Chapter 6.05 DANGEROUS DOG

6.05.010 Short title.

This chapter may be cited as the "Dangerous Dog Chapter".

(Ord. No. 1024, 11-2-2009)

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As used in the Dangerous Dog Chapter:

"Dangerous dog" means a dog that caused a serious injury to a person or domestic animal.

"Domestic Animal" means an animal that is kept as a household pet, but does not include animals normally raised for agricultural or commercial purposes.

"Owner" means a person who possesses, harbors, keeps or has control or custody of a dog or, if that person is under the age of eighteen (18), that person's parent or guardian.

"Potentially dangerous dog" means a dog that may reasonably be assumed to pose a threat to public safety as demonstrated by one or more of the following behaviors:

1. Causing an injury to a person or domestic animal that is less severe than a serious injury.
2. Chasing or menacing a person or domestic animal in an aggressive manner and without provocation.
3. Acting in a highly aggressive manner within a fenced yard or enclosure and appearing able to jump out of the yard or enclosure or on a trolley system.

"Proper enclosure" means secure confinement ~~indoors or~~ outdoors in a ~~kennel, pen or~~ structure with secure sides and a secure top and bottom attached to the sides, that is designed to prevent the animal from escaping the confined area and young children from entering the confined area but does not include chaining, restraining or otherwise tethering the animal. If the dog weighs less than thirty (30) pounds the kennel is to be 8x8. If the dog weighs more than thirty (30) but less than one hundred (100) pounds, the kennel is to be 12x6. If the dog weighs more than 100 pounds, the kennel is to be 10x10.

"Serious injury" means a physical injury that results in broken bones, multiple bites or disfiguring lacerations requiring sutures or reconstructive surgery.

(Ord. No. 1024, 11-2-2009)

6.05.040 Seizure of dog; petition to court.

- A. If an Animal Protection Officer has probable cause to believe that a dog is a dangerous dog and poses an imminent threat to public safety, the Animal Protection Officer may apply to a court of competent jurisdiction in the City where the animal is located for a warrant to seize the animal.
- B. If an Animal Protection Officer has probable cause to believe that a dog is a potentially dangerous dog and poses a threat to public safety, the Animal Protection Officer may apply to a court of competent jurisdiction in the City where the animal is located for a warrant to seize the animal.
- C. After seizure, the Animal Protection Officer shall impound the dog pending disposition of the case or until the owner has fulfilled the requirements for maintaining a dangerous or potentially dangerous dog in this chapter.
- D. After seizure:
 - 1. The owner may admit that the dog is dangerous or potentially dangerous and comply with the requirements for maintaining a dangerous or potentially dangerous dog pursuant to Section 6.05.050 of this chapter; [If the Owner admits their dog is potentially dangerous or dangerous, the owner is responsible for the kennel fee while the dog is at the Hobbs Animal Adoption Center. Or](#) ~~or~~
 - 2. The Animal Protection Department may, within fourteen (14) days after seizure of the dog, bring a petition in court seeking a determination of whether the dog is dangerous or potentially dangerous. If the court finds, by clear and convincing evidence, that the dog is dangerous or potentially dangerous and poses a threat to public safety, the court shall order the owner to comply with the registration and handling requirements for the dog and obtain a certificate of registration within thirty (30) days or have the dog humanely destroyed. If the court does not make the required findings pursuant to this paragraph, the court shall immediately order the release of the dog to the owner.
 - 3. [If the Court finds after the hearing that the dog is either potentially dangerous or dangerous the Owner shall be responsible for paying a kennel fee from the day the warrant was served. If the Court finds the dog is not potentially dangerous or dangerous, the City shall not charge the Owner any kennel fees.](#)
- E. If the owner does not admit that the dog is dangerous or potentially dangerous and the Animal Protection Department does not bring a petition in court within fourteen (14) days of seizure of the dog, the court shall immediately order the release of the dog to its owner.
- F. If the owner admits that the dog is dangerous and transfers ownership of the dog to the Animal Protection Department, the Department may humanely destroy the dog.
- G. A determination that a dog is not dangerous or potentially dangerous shall not prevent an Animal Protection Officer from making a subsequent application for seizure based on the dog's subsequent behavior.

6.05.050 Registration and handling requirements for dangerous and potentially dangerous dogs.

- A. Animal Protection Department shall issue a certificate of registration to the owner of ~~a~~the potentially ~~dangerous~~/~~dangerous~~ dog if the owner establishes that:
1. The owner is able to keep the dog under control at all times.
 2. ~~A City license has been issued.~~The dog has a potentially dangerous/dangerous dog tag.
 3. The dog has a current rabies vaccination. The Owner must provide yearly proof of rabies vaccination on December 31st of each year that the dog is potentially dangerous/dangerous.
 4. The owner has a proper enclosure for the dog, pursuant to 6.05.020, which shall be kept locked at all times when the ~~vicious~~ dog ~~is~~ within the structure.
 5. The owner has paid an annual fee to the Hobbs Animal Adoption Center, upon picking up the dog, and every year thereafter by December 31st, if the dog is still deemed potentially dangerous/dangerous.~~, if applicable, established by the Animal Protection Department to register a potentially dangerous dog.~~
 6. The dog has been spayed or neutered. If the procedures are done at the Hobbs Animal Adoption Center, the Owner will be responsible for the fee.
 7. The dog has been implanted with a microchip containing owner identification information that is also provided to the Animal Protection Department.
 8. ~~The owner has entered the dog in a socialization and behavior program approved or offered by the Animal Protection Department.~~
- B. If a dog previously determined to be potentially dangerous has not exhibited any of the behaviors which define a potentially dangerous dog for thirty-six (36) consecutive months, the owner may ~~petition request~~ the ~~Hobbs Municipal Court Animal Protection Department~~ to lift the requirements for registration pursuant to this section. If the ~~Court Animal Protection Department~~ has no reasonable basis to believe that the dog has exhibited the behaviors specified, it shall relieve the owner of the requirements of this section.
- C. Animal Protection Department shall issue a certificate of registration to the owner of a dangerous dog if the owner, in addition to the requirements of subsection A of this section, establishes that:
1. ~~The owner has paid an annual fee, if applicable, established by the City to register a dangerous dog;~~The dog has a dangerous dog tag.
 2. The owner has written permission of the property owner or homeowner's association where the dangerous dog will be kept, if applicable;
 3. The dangerous dog will be maintained exclusively on the owner's property except for medical treatment or examination;
 4. When the dangerous dog is removed from the owner's property, the dog shall be caged or muzzled and restrained with a lead no longer than four (4) feet, and the dog shall be under complete control at all times;
 5. The dangerous dog will not be transported in a vehicle that might allow the dog to escape or gain access to any person or animal outside the vehicle; and

6.05.060 Prohibited acts; penalties.

- A. It is unlawful for an owner of a dangerous or potentially dangerous dog to:
- a. ~~Remove a potentially dangerous or dangerous dog tag. Keep the dog without a valid certificate of registration.~~
 - b. Violate the registration and handling requirements for the dog.
 - c. Transfer ownership of a potentially dangerous or dangerous dog without having approval from the Hobbs Municipal Court. The Owner shall petition the Court when they want to transfer Ownership.
- c. Fail to notify the Animal Protection Department immediately upon:
1. The escape of the dog.
 2. An attack by the dog upon a human being or a domestic animal.
 3. Fail to notify the Animal Protection Department of the dog's death within five (5) business days.
 4. Fail to notify the Animal Protection Department within twenty-four (24) hours if the dog has been sold or given away and provide the name, address and telephone number of the new owner of the dog.
 5. Fail to surrender the dog to an Animal Protection Officer for safe confinement pending a determination of the case when there is reason to believe that the dog poses an imminent threat to public safety.
 6. Fail to comply with special handling or care requirements for the dog that a court has ordered.
- B. Whoever violates a provision of paragraph A of this section is guilty of a misdemeanor and shall be sentenced in accordance with the provisions of the City of Hobbs Municipal Code.

(Ord. No. 1024, 11-2-2009)

State law reference(s)—Dangerous Dog Act, NMSA 1978, §§ 77-1A-1 to 77-1A-6 (2005).



Questions?

Chapter 6.05 DANGEROUS DOG

6.05.010 Short title.

This chapter may be cited as the "Dangerous Dog Chapter".

(Ord. No. 1024, 11-2-2009)

6.05.020 Definitions.

As used in the Dangerous Dog Chapter:

"Dangerous dog" means a dog that caused a serious injury to a person or domestic animal.

"Domestic Animal" means an animal that is kept as a household pet, but does not include animals normally raised for agricultural or commercial purposes.

"Owner" means a person who possesses, harbors, keeps or has control or custody of a dog or, if that person is under the age of eighteen (18), that person's parent or guardian.

"Potentially dangerous dog" means a dog that may reasonably be assumed to pose a threat to public safety as demonstrated by one or more of the following behaviors:

1. Causing an injury to a person or domestic animal that is less severe than a serious injury.
2. Chasing or menacing a person or domestic animal in an aggressive manner and without provocation.
3. Acting in a highly aggressive manner within a fenced yard or enclosure and appearing able to jump out of the yard or enclosure or on a trolley system.

"Proper enclosure" means secure confinement ~~indoors or~~ outdoors in a kennel, ~~pen~~ or structure with secure sides and a secure top and bottom attached to the sides, that is designed to prevent the animal from escaping the confined area and young children from entering the confined area but does not include chaining, restraining or otherwise tethering the animal. If the dog weighs less than thirty (30) pounds the kennel is to be 8x8. If the dog weighs more than thirty (30) but less than one hundred (100) pounds, the kennel is to be 12x6. If the dog weighs more than 100 pounds, the kennel is to be 10x10.

"Serious injury" means a physical injury that results in broken bones, multiple bites or disfiguring lacerations requiring sutures or reconstructive surgery.

(Ord. No. 1024, 11-2-2009)

6.05.030 Exceptions.

A dog shall not be declared a dangerous or potentially dangerous dog if:

- a. The dog was used by a law enforcement official for legitimate law enforcement purposes.
- b. The threat, injury, or damage was sustained by a person or domestic animal that was:
 1. Trespassing upon premises occupied by the owner of the dog.

-
2. Provoking, tormenting, abusing ~~or assaulting the dog or had repeatedly, in the past, provoked, tormented, abused, or assaulting the dog or had repeatedly, in the past, provoked, tormented, abused,~~ or assaulted the dog.
 3. Committing or attempting to commit a crime.
- c. Or the dog was:
1. Responding to pain or injury.
 2. Protecting itself or its offspring.
 3. Protecting or defending a human being or domestic animal from attack or assault.

(Ord. No. 1024, 11-2-2009)

6.05.040 Seizure of dog; petition to court.

- A. If an Animal Protection Officer has probable cause to believe that a dog is a dangerous dog and poses an imminent threat to public safety, the Animal Protection Officer may apply to a court of competent jurisdiction in the City where the animal is located for a warrant to seize the animal.
- B. If an Animal Protection Officer has probable cause to believe that a dog is a potentially dangerous dog and poses a threat to public safety, the Animal Protection Officer may apply to a court of competent jurisdiction in the City where the animal is located for a warrant to seize the animal.
- C. After seizure, the Animal Protection Officer shall impound the dog pending disposition of the case or until the owner has fulfilled the requirements for maintaining a dangerous or potentially dangerous dog in this chapter.
- D. After seizure:
 1. The owner may admit that the dog is dangerous or potentially dangerous and comply with the requirements for maintaining a dangerous or potentially dangerous dog pursuant to Section 6.05.050 of this chapter; [If the Owner admits their dog is potentially dangerous or dangerous, the owner is responsible for the kennel fee while the dog is at the Hobbs Animal Adoption Center. Or](#)
 2. The Animal Protection Department may, within fourteen (14) days after seizure of the dog, bring a petition in court seeking a determination of whether the dog is dangerous or potentially dangerous. If the court finds, by clear and convincing evidence, that the dog is dangerous or potentially dangerous and poses a threat to public safety, the court shall order the owner to comply with the registration and handling requirements for the dog and obtain a certificate of registration within thirty (30) days or have the dog humanely destroyed. If the court does not make the required findings pursuant to this paragraph, the court shall immediately order the release of the dog to the owner. .
 3. [If the Court finds after the hearing that the dog is either potentially dangerous or dangerous the Owner shall be responsible for paying a kennel fee from the day the warrant was served. If the Court finds the dog is not potentially dangerous or dangerous, the City shall not charge the Owner any kennel fees.](#)
- E. If the owner does not admit that the dog is dangerous or potentially dangerous and the Animal Protection Department does not bring a petition in court within fourteen (14) days of seizure of the dog, the court shall immediately order the release of the dog to its owner.
- F. If the owner admits that the dog is dangerous and transfers ownership of the dog to the Animal Protection Department, the Department may humanely destroy the dog.
- G. A determination that a dog is not dangerous or potentially dangerous shall not prevent an Animal Protection Officer from making a subsequent application for seizure based on the dog's subsequent behavior.

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(Supp. No. 14)

(Ord. No. 1024, 11-2-2009)

6.05.050 Registration and handling requirements for dangerous and potentially dangerous dogs.

- A. Animal Protection Department shall issue a certificate of registration to the owner of ~~athe~~ potentially ~~dangerous/-~~dangerous dog if the owner establishes that:
1. The owner is able to keep the dog under control at all times.
 2. ~~A City license has been issued. The dog has a potentially dangerous/dangerous dog tag.~~
 3. The dog has a current rabies vaccination. ~~The Owner must provide yearly proof of rabies vaccination on December 31st of each year that the dog is potentially dangerous/dangerous.~~
 4. The owner has a proper enclosure for the dog, ~~pursuant to 6.05.020,~~ which shall be kept locked at all times when the ~~vicious~~ dog is within the structure.
 5. The owner has paid an annual fee ~~to the Hobbs Animal Adoption Center, upon picking up the dog, and every year thereafter by December 31st, if the dog is still deemed potentially dangerous/dangerous, if applicable, established by the Animal Protection Department to register a potentially dangerous dog.~~
 6. The dog has been spayed or neutered. ~~If the procedures are done at the Hobbs Animal Adoption Center, the Owner will be responsible for the fee.~~
 7. The dog has been implanted with a microchip containing owner identification information that is also provided to the Animal Protection Department.
 8. ~~The owner has entered the dog in a socialization and behavior program approved or offered by the Animal Protection Department.~~
- B. If a dog previously determined to be potentially dangerous has not exhibited any of the behaviors which define a potentially dangerous dog for thirty-six (36) consecutive months, the owner may ~~petition request the Hobbs Municipal Court Animal Protection Department~~ to lift the requirements for registration pursuant to this section. If the ~~Court Animal Protection Department~~ has no reasonable basis to believe that the dog has exhibited the behaviors specified, it shall relieve the owner of the requirements of this section.
- C. Animal Protection Department shall issue a certificate of registration to the owner of a dangerous dog if the owner, in addition to the requirements of subsection A of this section, establishes that:
1. ~~The owner has paid an annual fee, if applicable, established by the City to register a dangerous dog; The dog has a dangerous dog tag.~~
 2. The owner has written permission of the property owner or homeowner's association where the dangerous dog will be kept, if applicable;
 3. The dangerous dog will be maintained exclusively on the owner's property except for medical treatment or examination;
 4. When the dangerous dog is removed from the owner's property, the dog shall be caged or muzzled and restrained with a lead no longer than four (4) feet, and the dog shall be under complete control at all times;
 5. The dangerous dog will not be transported in a vehicle that might allow the dog to escape or gain access to any person or animal outside the vehicle; and

(Supp. No. 14)

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- 6. A clearly visible warning sign with a conspicuous warning symbol indicating that there is a dangerous dog on the premises is posted where the dog is kept and is visible from a public roadway or from fifty (50) feet, whichever is less.
 - D. Animal Protection Department may order the immediate impoundment or humane destruction of a dog previously determined to be a dangerous dog if the owner fails to abide by the conditions for registration, confinement or handling set forth in this section.

(Ord. No. 1024, 11-2-2009)

6.05.060 Prohibited acts; penalties.

- A. It is unlawful for an owner of a dangerous or potentially dangerous dog to:
 - a. ~~Remove a potentially dangerous or dangerous dog tag. Keep the dog without a valid certificate of registration.~~
 - b. Violate the registration and handling requirements for the dog.
 - c. Transfer ownership of a potentially dangerous or dangerous dog without having approval from the Hobbs Municipal Court. The Owner shall petition the Court when they want to transfer Ownership.
 - c. Fail to notify the Animal Protection Department immediately upon:
 - 1. The escape of the dog.
 - 2. An attack by the dog upon a human being or a domestic animal.
 - 3. Fail to notify the Animal Protection Department of the dog's death within five (5) business days.
 - 4. Fail to notify the Animal Protection Department within twenty-four (24) hours if the dog has been sold or given away and provide the name, address and telephone number of the new owner of the dog.
 - 5. Fail to surrender the dog to an Animal Protection Officer for safe confinement pending a determination of the case when there is reason to believe that the dog poses an imminent threat to public safety.
 - 6. Fail to comply with special handling or care requirements for the dog that a court has ordered.
- B. Whoever violates a provision of paragraph A of this section is guilty of a misdemeanor and shall be sentenced in accordance with the provisions of the City of Hobbs Municipal Code.

(Ord. No. 1024, 11-2-2009)

State law reference(s)—Dangerous Dog Act, NMSA 1978, §§ 77-1A-1 to 77-1A-6 (2005).

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1. Causing an injury to a person or domestic animal that is less severe than a serious injury.
2. Chasing or menacing a person or domestic animal in an aggressive manner and without provocation.
3. Acting in a highly aggressive manner within a fenced yard or enclosure and appearing able to jump out of the yard or enclosure or on a trolley system.

"Proper enclosure" means secure confinement outdoors in a kennel or structure with secure sides and a secure top and bottom attached to the sides, that is designed to prevent the animal from escaping the confined area and young children from entering the confined area but does not include chaining, restraining or otherwise tethering the animal. If the dog weighs less than thirty (30) pounds the kennel is to be 8x8. If the dog weighs more than thirty (30) but less than one hundred (100) pounds, the kennel is to be 12x6. If the dog weighs more than 100 pounds, the kennel is to be 10x10. "Serious injury" means a physical injury that results in broken bones, multiple bites or disfiguring lacerations requiring sutures or reconstructive surgery.

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- b. The threat, injury, or damage was sustained by a person or domestic animal that was:
 1. Trespassing upon premises occupied by the owner of the dog.
 2. Provoking, tormenting, abusing, or assaulting the dog or had repeatedly, in the past, provoked, tormented, abused, or assaulted the dog.
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-
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(Ord. No. 1024, 11-2-2009)

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- C. After seizure, the Animal Protection Officer shall impound the dog pending disposition of the case or until the owner has fulfilled the requirements for maintaining a dangerous or potentially dangerous dog in this chapter.
- D. After seizure:
 - 1. The owner may admit that the dog is dangerous or potentially dangerous and comply with the requirements for maintaining a dangerous or potentially dangerous dog pursuant to Section 6.05.050 of this chapter; If the Owner admits their dog is potentially dangerous or dangerous, the owner is responsible for the kennel fee while the dog is at the Hobbs Animal Adoption Center. Or
 - 2. The Animal Protection Department may, within fourteen (14) days after seizure of the dog, bring a petition in court seeking a determination of whether the dog is dangerous or potentially dangerous. If the court finds, by clear and convincing evidence, that the dog is dangerous or potentially dangerous and poses a threat to public safety, the court shall order the owner to comply with the registration and handling requirements for the dog and obtain a certificate of registration within thirty (30) days or have the dog humanely destroyed. If the court does not make the required findings pursuant to this paragraph, the court shall immediately order the release of the dog to the owner. .
 - 3. If the Court finds after the hearing that the dog is either potentially dangerous or dangerous the Owner shall be responsible for paying a kennel fee from the day the warrant was served. If the Court finds the dog is not potentially dangerous or dangerous, the City shall not charge the Owner any kennel fees.
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 2. The dog has a potentially dangerous/dangerous dog tag.
 3. The dog has a current rabies vaccination. The Owner must provide yearly proof of rabies vaccination on December 31st of each year that the dog is potentially dangerous/dangerous.
 4. The owner has a proper enclosure for the dog, pursuant to 6.05.020, which shall be kept locked at all times when the dog is within the structure.
 5. The owner has paid an annual fee to the Hobbs Animal Adoption Center, upon picking up the dog, and every year thereafter by December 31st, if the dog is still deemed potentially dangerous/dangerous.
 6. The dog has been spayed or neutered. If the procedures are done at the Hobbs Animal Adoption Center, the Owner will be responsible for the fee.
 7. The dog has been implanted with a microchip containing owner identification information that is also provided to the Animal Protection Department.
 - 8.
- B. If a dog previously determined to be potentially dangerous has not exhibited any of the behaviors which define a potentially dangerous dog for thirty-six (36) consecutive months, the owner may petition the Hobbs Municipal Court to lift the requirements for registration pursuant to this section. If the Court has no reasonable basis to believe that the dog has exhibited the behaviors specified, it shall relieve the owner of the requirements of this section.
- C. Animal Protection Department shall issue a certificate of registration to the owner of a dangerous dog if the owner, in addition to the requirements of subsection A of this section, establishes that:
1. ; The dog has a dangerous dog tag.
 2. The owner has written permission of the property owner or homeowner's association where the dangerous dog will be kept, if applicable;
 3. The dangerous dog will be maintained exclusively on the owner's property except for medical treatment or examination;
 4. When the dangerous dog is removed from the owner's property, the dog shall be caged or muzzled and restrained with a lead no longer than four (4) feet, and the dog shall be under complete control at all times;
 5. The dangerous dog will not be transported in a vehicle that might allow the dog to escape or gain access to any person or animal outside the vehicle; and
 6. A clearly visible warning sign with a conspicuous warning symbol indicating that there is a dangerous dog on the premises is posted where the dog is kept and is visible from a public roadway or from fifty (50) feet, whichever is less.
- D. Animal Protection Department may order the immediate impoundment or humane destruction of a dog previously determined to be a dangerous dog if the owner fails to abide by the conditions for registration, confinement or handling set forth in this section.

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 - c. Fail to notify the Animal Protection Department immediately upon:
 1. The escape of the dog.
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 3. Fail to notify the Animal Protection Department of the dog's death within five (5) business days.
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 6. Fail to comply with special handling or care requirements for the dog that a court has ordered.
- B. Whoever violates a provision of paragraph A of this section is guilty of a misdemeanor and shall be sentenced in accordance with the provisions of the City of Hobbs Municipal Code.

(Ord. No. 1024, 11-2-2009)

State law reference(s)—Dangerous Dog Act, NMSA 1978, §§ 77-1A-1 to 77-1A-6 (2005).



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
June 15, 2026

SUBJECT: Resolution No. 7787 - Authorizing the Mayor and the City Manager to Execute a Professional Services Agreement with the Boys and Girls Club of Hobbs for FY27

DEPT OF ORIGIN: Recreation

DATE SUBMITTED: 6/4/2026

SUBMITTED BY: Ayana Estrada, Deputy City Attorney

Summary:

The City of Hobbs and the Boys and Girls Club of Hobbs wish to continue their partnership through a Professional Services Agreement, as the Club possesses the technical and professional expertise to operate its programs for the benefit of the City of Hobbs. The City's annual contribution will be \$110,000.00.

Fiscal Impact:

The proposed Boys and Girls Club of Hobbs professional service agreement is budgeted for \$110,000.00.

Attachments:

RESOLUTION - Boys and Girls Club PSA (FY27) (1)

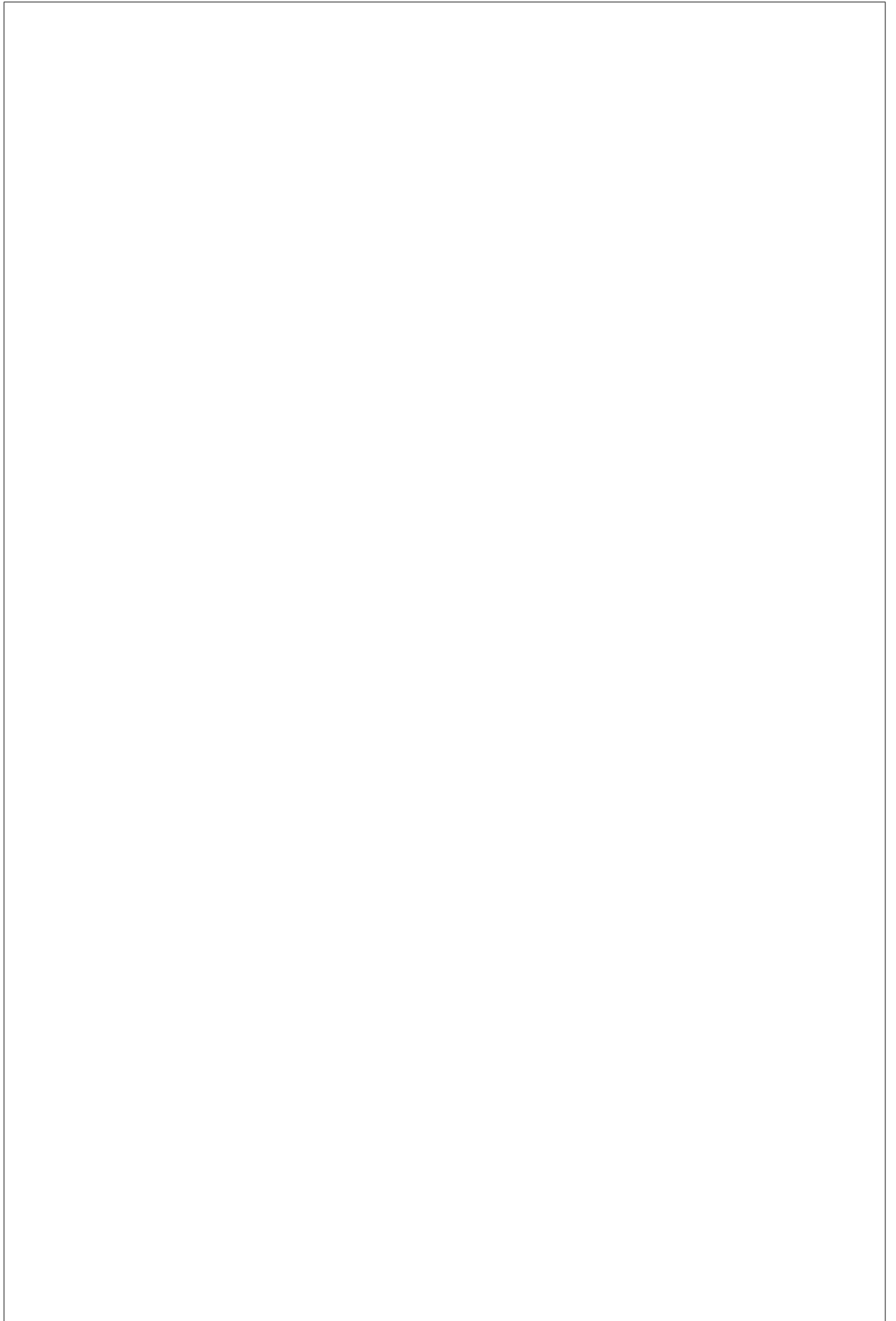
PSA - Boys and Girls Club of Hobbs (FY27)

Recommendation:

Approve the Resolution Authorizing Mayor and Manager Execute Professional Services Agreement with the Boys and Girls Club of Hobbs.

Approved By:

Doug McDaniel, Recreation Director	06/12/2026
Deb Corral, Assistant Finance Director	06/12/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	06/12/2026
Manny Gomez, City Manager	06/12/2026



CITY OF HOBBS

RESOLUTION NO. 7787

**A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY
MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT
WITH THE BOYS AND GIRLS CLUB OF HOBBS FOR FY27**

WHEREAS, the City of Hobbs and the Boys and Girls Club of Hobbs seek to maintain a good partnership for the benefit of the residents of Hobbs, New Mexico;

WHEREAS, the Boys and Girls Club of Hobbs wishes to continue to use its expertise to conduct a Summer Youth Program and a Special Needs Program on the City's behalf while hiring the staff necessary to conduct these programs;

WHEREAS, the City of Hobbs will pay the Boys and Girls Club of Hobbs a sum not to exceed one-hundred and ten thousand (\$110,000.00) dollars to be paid in quarterly installments;

NOW, THEREFORE, BE IT RESOLVED by the Hobbs City Commission, the governing body of the City of Hobbs, New Mexico, that the Mayor and the City Manager be and are hereby directed to execute a Professional Services Agreement with the Boys and Girls Club of Hobbs.

PASSED, ADOPTED AND APPROVED this 15th day of June, 2026.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

PROFESSIONAL SERVICES AGREEMENT
CITY OF HOBBS – BOYS AND GIRLS CLUB OF HOBBS, INC.

FY27 (July 1, 2026 – June 30, 2027)

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

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

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

NOW THEREFORE, the City of Hobbs (hereinafter referred to as "City") and Boys and Girls Club of Hobbs, Inc., (hereinafter referred to as "Contractor") hereby do agree as follows:

1.0 SCOPE OF SERVICES

1.1 CONTRACTOR will provide the following services:

CONTRACTOR will operate an 8-week summer recreation program for 6 to 12-year-olds, and shall perform the necessary services toward promoting these activities in the community, and such services shall include, but not be limited to, the following:

1.1.1 Provide a facility to operate an 8-week summer recreation program to run Monday through Friday, with an agenda that includes recreational, educational, personal improvement and cultural activities.

1.1.2 Serve in the capacity as being the designated site to accommodate special needs participants during the regular 8-week program hours kept by the facility.

1.1.3 Hire and maintain a minimum of at least eight (8) additional employees to serve as staff for the day program. For the special needs program, an additional employee shall have a background and working knowledge of special need participants and work in the capacity of the special needs participant supervisor during the hours of operation. Additional employees shall also be designated as employees to work with special needs participants as attendance warrants. Staff for all programs arising under this agreement shall be employees of CONTRACTOR and shall not be employees of CITY and are not entitled to any City of Hobbs

benefits, including, but not limited to, insurance, leave, worker's compensation, and/or retirement.

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

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

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

2.0 COMPENSATION

2.1 The City of Hobbs shall pay the Club a sum not to exceed ONE HUNDRED AND TEN THOUSAND (\$110,000.00) DOLLARS. The aforesaid ONE HUNDRED AND TEN THOUSAND (\$100,000.00) DOLLARS shall be paid in quarterly installments of TWENTY-SEVEN THOUSAND FIVE HUNDRED (\$27,500.00) DOLLARS, payable at the end of each quarter after the services contracted for are actually rendered. The first such payment shall be due on or after September 1, 2026; the second shall be due on or after December 1, 2026; the third payment on or after March 1, 2027; and the last payment on or after June 1, 2027.

2.2 As an express condition to payment outlined in Section 2.1 above, CONTRACTOR shall submit written quarterly reports ten (10) days prior to the following anticipated payment dates: September 1, 2026; December 1, 2026; March 1, 2027; and June 1, 2027. The reports shall include an overview of the services CONTRACTOR provided pursuant to the agreement during the previous quarter. Quarterly reports shall be sent to City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Doug McDaniel. Failure to submit quarterly reports may delay payment under this Agreement.

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

2.4 In the event CONTRACTOR does not, for any reason, perform any of the services outlined in Section 1.0 above, City may withhold final payment under the terms of the Agreement, in the amount commensurate with the service not provided not to exceed \$10,000.00.

3.0 TERM AND TERMINATION

3.1 This Agreement for services is to cover City's fiscal year, beginning on the date that this agreement is executed and ending June 30, 2027. CONTRACTOR shall not be entitled to

future contracts or other funding in future fiscal years by virtue of entering into this Agreement.

3.2 This Agreement may be terminated, for any reason, by either party with thirty (30) days advanced written notice to the other. In the event of termination, City shall submit payment, for all services rendered up to the final date outlined in the written notice. Partial performance in a given quarter shall not entitle CONTRACTOR to full payment of the quarterly installment outlined in Section 2.1 herein.

4.0 INSURANCE

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

General Liability as follows: Premises, operations, products, completed operations and contractual liability. The limits of liability shall be no less than \$1,000,000.00 combined single limits for bodily injury and property damage.

Workers' Compensation is required along with State statutory employer's liability limits regardless of the number of employees.

5.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____, 2026.

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

By: _____
Jonathan Sena, Mayor

By: _____
Jan Fletcher, City Clerk

By: _____
Deborah Corral, Acting Finance Director

By: _____
Manny Gomez, City Manager

ATTEST:

BOYS AND GIRLS CLUB OF HOBBS, INC.

By: _____
Executive Director

By: _____
Board President

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Ayana I. Estrada, Deputy City Attorney



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
June 15, 2026

SUBJECT: Resolution No. 7788 - Authorizing the Mayor and the City Manager to Execute a Memorandum of Understanding with the University of the Southwest for Use of the University's Kitchen

DEPT OF ORIGIN: Recreation

DATE SUBMITTED: 6/4/2026

SUBMITTED BY: Ayana Estrada, Deputy City Attorney

Summary:

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

Fiscal Impact:

These funds (\$18,000.00) are included in the Senior Center's Professional Services budget (17-4017-42601).

Attachments:

RESOLUTION - USW Kitchen Usage MOU (FY27)

MOU - USW Kitchen Usage (FY27)

Recommendation:

Approve the Resolution Authorizing Mayor and Manager Execute Memorandum of Understanding with the University of the Southwest.

Approved By:

Doug McDaniel, Recreation Director 06/12/2026

Deb Corral, Assistant Finance Director 06/12/2026

Medjine Desrosiers-Douyon, Deputy City Attorney 06/12/2026

Manny Gomez, City Manager 06/12/2026

CITY OF HOBBS

RESOLUTION NO. 7788

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Hobbs City Commission, the governing body of the City of Hobbs, New Mexico, that the Mayor and City Manager be and are hereby directed to execute a Memorandum of Understanding with the University of the Southwest for use of the University's kitchen.

PASSED, ADOPTED AND APPROVED this 15th day of June, 2026.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

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

This Memorandum of Understanding is made this _____ day of _____, 2026, by and between the City of Hobbs (hereinafter "CITY") and the University of the Southwest (hereinafter "USW").

PURPOSE

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

DUTIES

I. USW DUTIES

USW will ensure the following obligations are met:

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

for preparation and delivery of the CITY's meals services for the Senior Center.

II. CITY DUTIES

CITY will ensure the following obligations are met:

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

III. COMPENSATION

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

MERGER OF AGREEMENT

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

SOVEREIGN IMMUNITY

The City of Hobbs and their public employees (as defined in the New Mexico Tort Claims Act) do not waive sovereign immunity, do not waive any

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

LIABILITY

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

THIRD PARTY BENEFICIARIES

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

INSURANCE

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

TERM

This Memorandum of Understanding shall continue in full force and effect from July 1, 2026, until June 30, 2027, or until both parties mutually agree in writing otherwise.

SEVERABILITY

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

GOVERNING LAW

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

EFFECTIVE DATE

This Memorandum of Understanding shall be in full force and effect upon execution and approval of the parties hereto and performance shall begin on July 1, 2026.

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

UNIVERSITY OF THE SOUTHWEST

BY: _____ Date: _____
Dr. Ryan Tipton
President

CITY OF HOBBS

BY: _____ Date: _____
Jonathan Sena
Mayor

BY: _____ Date: _____
Manny Gomez
City Manager

Approved as to Form:

By: _____ Date: _____
Ayana I. Estrada
Deputy City Attorney

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



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
June 15, 2026

SUBJECT: Resolution No. 7789 - Establishing the Special Event Permit Application and Fees for Special Events at the HIAP Runway and Tarmac

DEPT OF ORIGIN: Recreation

DATE SUBMITTED: 6/3/2026

SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

The City Commission has previously approved fees for publicly-organized, special events held at City facilities. There were 104 of these events held at various City of Hobbs facilities during 2025. There is a benefit to the community to host large, special events. Approving this Resolution would establish the process and fees for event organizers to conduct such large, special events at the HIAP runway and tarmac which have not been previously approved by the City Commission.

Fiscal Impact:

The fiscal impact would be dependent on the number of these large, special events being held each year.

Attachments:

RESOLUTION - Special Event Permit Application Fees for Use of the HIAP RUNWAY & TARMAC
Special Event Permit App - HIAP Runway & Tarmac - 06 15 2026 001

Recommendation:

Staff recommends approving the Resolution

Approved By:

Doug McDaniel, Recreation Director	06/03/2026
Deb Corral, Assistant Finance Director	06/04/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	06/04/2026
Manny Gomez, City Manager	06/08/2026

CITY OF HOBBS

RESOLUTION NO. 7789

A RESOLUTION AUTHORIZING THE COMMISSION
TO APPROVE A NEW FEE FOR SPECIAL EVENTS HELD
AT THE HIAP RUNWAY/TARMAC

WHEREAS, the Recreation Department currently has fees for Special Event Permit Applications which were previously approved by the City Commission; and

WHEREAS, there is a benefit to the community for hosting large, special events on the HIAP RUNWAY/TARMAC, which was previously not included in the existing Special Event Permit Application process; and

WHEREAS, there was not a previously approved fee for such large, special events to be held on the HIAP RUNWAY/TARMAC, and

WHEREAS, a Special Event Permit Application for Events on the HIAP RUNWAY/TARMAC, and associated fees, have been recommended by Recreation Department staff;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the City Commission approve new Special Event Permit Application fees for events held at the HIAP RUNWAY/TARMAC as shown on the attached Special Event Permit Application..

PASSED, ADOPTED AND APPROVED this 15th day of June, 2026.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk



**SPECIAL EVENT PERMIT APPLICATION – HOBBS INDUSTRIAL AIRPARK RUNWAY/TARMAC
(Pilot Program)**

Event dates shall be subject to City approval. The City reserves the right to restrict or deny dates that conflict with major City-sponsored events, previously scheduled events at City facilities, the event center, the future amphitheater, or other community events that are determined to be in the best interest of the City.

APPLICANT INFORMATION:

Today's Date: _____
Organization Name (if applicable): _____
Email address (optional): _____
Event Name: _____
Estimated Number of Participants: _____
Applicant/Representative Name: _____
Address: _____ City: _____
State: _____ Zip: _____
Day Phone: _____
Evening Phone: _____
Event On-Site Coordinator: _____
Cell Phone: _____

EVENT INFORMATION:

Exact Location Requested: _____
Event Date: _____
Event Time: _____ am/pm to _____ am/pm
Setup Date: _____
Set-up Time: _____ am/pm to _____ am/pm
Tear Down Date: _____
Tear Down Time: _____ am/pm to _____ am/pm

Describe the planned activities. (Sale or distribution of food, products, promotional material, celebrities, speeches, ceremonies, etc.). _____

Will the event be advertised? YES NO

Do you plan to have amplified sound at your event? YES NO

Description of Security that will be on site: _____

PROVIDED BY THE SPONSOR/ORGANIZATION:

Event organizer shall provide proof of liability insurance and name the City as an additional insured and certificate holder. Coverage limits will be determined by City of Hobbs Legal Department based on the size and scope of the event.

Promoter shall provide and pay for all event security, staffing, fencing, traffic management personnel, portable restrooms, sanitation services, generators, utilities, and any other event-related infrastructure required for the event.

Reimbursement of actual costs incurred by the City of Hobbs associated with the event, including any required police, fire/EMS, traffic control, or public works support.

This agreement covers the use of the land only. No buildings, structures, facilities, equipment, utilities, or City-owned improvements are included in the site fee.

If the promoter requests use of any existing structures, buildings, facilities, utilities, storage areas, fencing, stages, or other City-owned improvements, those uses shall require separate approval and may be subject to additional fees.

Fees

\$3,250.00 site fee, which includes up to 45 consecutive days of occupancy, including setup, event days, and teardown.

Additional occupancy beyond 45 days: \$50.00 per day.

Attendance-based participation fee:

First 500 attendees included.

Attendees 501–2,000: \$1.00 per attendee.

Attendees over 2,000: \$2.00 per attendee.

Deposit

\$5,000.00 refundable cleanup and restoration deposit.

Promoter shall be responsible for any damage to the property and shall restore the site to its original condition following the event.

AGREEMENT: (Please initial each item.)

_____ I understand that Special Event Permit Applications will not be accepted by the Recreation Department if submitted less than fifteen (15) working days prior to the requested date. Events may be scheduled up to two years in advance. However, the City will check event schedules for existing HIAP stakeholders prior to all events requested to be held at the HIAP Runway/Tarmac.

_____ I understand that the City Manager's approval, must be obtained before submitting the Special Event Permit Application for use of the HIAP Runway/Tarmac.

_____ I understand that the placement of tents/canopies, inflatables, port-a-potties and any other large items must be pre-approved by the Parks and Open Spaces Department.

_____ I understand that all components of the event are subject to approval by the City of Hobbs, the Recreation Department, and the Parks and Open Spaces Department and may require approval by and/or permits from other City or State agencies. Approval by the City of Hobbs does not constitute permission from other agencies.

_____ I agree to adhere to Ordinance No. 12.28.170 of the Hobbs Municipal Code which states that:

- A. No person shall mark, deface, disfigure, injure, tamper with or displace or remove any buildings, tables, benches, fireplaces, railings, paving or paving materials, water lines or other public utilities or parts or appurtenances thereof, signs, notices or placards, whether temporary or permanent, monuments, stakes, posts or other boundary markers, or other structures or equipment, facilities or park property or appurtenances, either real or personal.
- B. No person shall damage, cut, carve, mark, transplant or remove any plant, or injure the bark or pick flowers or seed of any tree or plant, dig in or otherwise disturb grass area or in any other way injure the natural beauty or usefulness of any area.
- C. No person shall hunt, molest, harm, frighten, kill, trap, pursue, chase, tease, shoot or throw missiles at any animal, wildlife, reptile or bird, nor shall he or she remove or have in his or her possession the young of any wild animal or the eggs or nest or young of any reptile or bird. Exception to the foregoing is made in that snakes known to be deadly poisonous may be killed on sight.
- D. No person shall ride or lead a horse or any other animal that may damage any structure or is potentially dangerous to the public in any park or recreation area.

- E. No person unless authorized shall ride a bicycle, motorcycle or motor vehicle of any kind (except for handicapped personal transports) within any park or recreation area, except those areas specifically designated and marked for parking and driving.
- F. No person shall carry a deadly weapon as defined in Section 9.36.040.
- G. No person shall engage in any other activities or events which the City prohibits in order to insure public peace and safety in the City parks system and as otherwise have been so designated by signs or other notices posted to inform the public of such prohibited activities. (Prior code § 20-17)

Approval of this event shall not create a permanent right to use the property for future events. Any future use of the property shall require separate review and approval by the City.

I _____ (Applicant/Representative) agree to comply with the aforementioned policies and procedures.

Printed Name

Signature

Date

City of Hobbs Approval:

Printed Name/Title

Signature

Date

FOR OFFICE USE ONLY

Damage/Cleanup Deposit (all reservations) \$ _____

Rental Fee \$ _____

Total Due

\$ _____

Payment Method: Cash [] Credit Card [] Check # Total Paid \$ _____

Appropriate fees have been paid by: _____

Received by: _____

Date: _____

_____ Approved _____ Denied Permit #: _____

Check Request #: _____

Voucher #: _____

By: _____

Date: _____



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
June 15, 2026

SUBJECT: Resolution No. 7790 - Approving the FY 2028-2032 Infrastructure Capital Improvement Plan (ICIP)

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 6/4/2026

SUBMITTED BY: Angel Lopez Zamora, Planning Project Manager

Summary:

May 19th - Planning Board Top 10 Recommendations and Public Comment

June 1st - City Commission Discussion item of the ICIP Process and Projects

The City Commission is requested to establish the TOP 5 PROJECTS for inclusion within the ICIP Plan. Each Commissioner is being asked to assign a ranking to each project as recommended by the City of Hobbs Planning Board of 1 through 10 with 1 being the most important project for the community. Each Commissioner's rankings will be submitted to the City Clerk's office and results presented at the June 15th City Commission Meeting for the determination of the TOP 5 PROJECTS to be included in this resolution adopting the 2028-2032 ICIP. The adopted resolution will be submitted to NMDFA by July 11th, 2026.

Fiscal Impact:

The City will be financially impacted negatively if the ICIP is not approved and sent to the State, as the City will be ineligible for State grant funding for City projects. The City projects listed in the FY 2028-2032 ICIP should also be included in the FY 2027-2028 City budgets respectively.

Attachments:

Resolution - FY 2028-2032 ICIP

FY 2028-2032 ICIP Plan

Recommendation:

Staff requests that the Commission consider approval of the Resolution to adopt the ICIP Plan.

Approved By:

Todd Randall, Assistant City Manager 06/12/2026

Deb Corral, Assistant Finance Director 06/12/2026

Medjine Desrosiers-Douyon, Deputy City Attorney 06/12/2026

Manny Gomez, City Manager 06/12/2026

CITY OF HOBBS

RESOLUTION NO. 7790

A RESOLUTION APPROVING THE FISCAL YEAR 2028-2032 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP).

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, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

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

WHEREAS, this process contributes to local and regional efforts in project identification and selection in the short and long range capital planning efforts.

WHEREAS, on May 19th, the City of Hobbs Planning Board conducted a Public Hearing and discussed the proposed capital improvement plan, and after due review and with recommendations for minor modifications, the Planning Board unanimously approved the draft plan and recommended approval by the City Commission.

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

1. The City of Hobbs hereby adopts the attached Infrastructure Capital Improvements Plan, subject to availability of funds; and
2. The City intends that this Plan will be a working document and one of many steps toward improving rational, long range capital planning and budgeting for New Mexico's infrastructure.

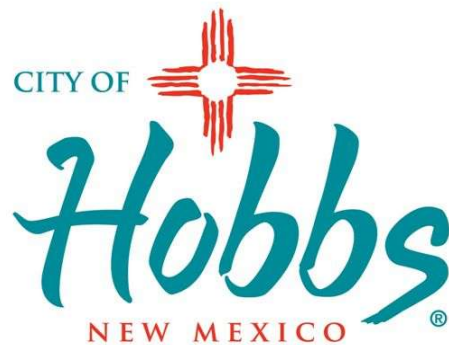
PASSED, ADOPTED AND APPROVED this 15th day of June, 2026.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**Fiscal Year 2028 – 2032
Local Infrastructure
Capital Improvement Plan
(ICIP)**



City of Hobbs

MAYOR

Jonathan Sena

CITY COMMISSION

Joseph D. Calderón, Mayor Pro Tem

R. Finn Smith

Christopher Mills

Larron B. Fields

Roy Dwayne Penick

Don R. Gerth

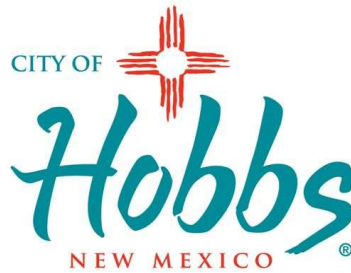
CITY MANAGER

Manny Gomez



CITY OF HOBBS
2028 – 2032 ICIP Project List
City Commission Recommendations
Top 5 Priority List

- #1**
- #2**
- #3**
- #4**
- #5**



CITY OF HOBBS
2028 – 2032 ICIP Project List
As recommended by
City of Hobbs Planning Board

Top 10 Priority List

- #1 Streets Improvements / Resurfacing**
- #2 Drainage Master Plan & Improvements**
- #3 Joe Harvey Blvd. Improvements**
- #4 West College Lane Realignment**
- #5 West Bender Widening Project & Drainage**
- #6 Dal Paso - Glorietta Traffic Signal**
- #7 Ambulance**
- #8 Animal Care Service Center**
- #9 Potable Ground Water Storage Tank Liner**
- #10 Municipal Facility Security Improvements**

New Rank	Last YR	Project Title	Proposed FY 2028	2029	2030	2031	2032
01	01	Street Improvements / Resurfacing	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000
02	02	Drainage Master Plan & Improvements	750,000	250,000	250,000	250,000	250,000
03	03	Joe Harvey Blvd. Improvements	750,000	7,500,000	-	-	-
04	04	West College Lane Realignment	12,000,000	-	-	-	-
05	07	West Bender Widening Project & Drainage	2,500,000	11,000,000	-	-	-
06	09	Dal Paso - Glorietta Traffic Signal	600,000	-	-	-	-
07	05	Ambulance	0	300,000	-	300,000	-
08	06	Animal Care Service Center	1,500,000	-	-	-	-
09	15	Potable Ground Water Storage Tank Liner	800,000	-	-	-	-
10	08	Municipal Facility Security Improvements	1,000,000	1,000,000	-	-	-
11	10	SR 18 - South Dal Paso Improvements	3,750,000	3,500,000	3,500,000	-	-
12	11	Gateway Corridor Beautification	500,000	500,000	500,000	500,000	500,000
13	12	Heizer Park Renovations	500,000	2,000,000	-	-	-
14	13	All Inclusive Playground	1,500,000	-	-	-	-
15	14	Prairie Haven Improvements	1,000,000	250,000	250,000	250,000	200,000
16	16	Public Safety Vehicles & Equipment	1,500,000	1,000,000	1,000,000	1,000,000	1,000,000
17	17	Fire / Police Training Facility	5,000	3,500,000	-	-	-
18	18	MLK Soccer Plex Renovations	500,000	0	0	0	0
19	19	Library Programming Space Remodel	20,000	500,000	-	-	-
20	20	Mobile Rd Improvements	250,000	1,500,000	0	0	0
21	21	RR Crossing Upgrades and New Crossings	150,000	-	150,000	-	150,000
22	22	East Skelly and Midwest Improvements	1,000,000	1,750,000	-	-	-
23	23	HPD Mobile Command Post	1,100,000	-	-	-	-
24	24	Pickleball Facilities	2,000,000	-	-	-	-
25	25	Infrastructure / Utility Extensions	750,000	750,000	750,000	750,000	750,000
26	26	Harry McAdams Park Improvements	2,500,000	-	-	-	-
27	27	HIAP Industrial Park Improvement	12,000,000	-	-	-	-
28	28	Water Wells Program	500,000	500,000	500,000	500,000	500,000
29	29	Downtown Improvements	3,300,000	-	-	-	-
30	30	School Zone Traffic Improvements	250,000	250,000	-	-	-
31	31	Municipal Vehicles and Equipment	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
32	32	Public Facility Roof Reconstruction	1,000,000	-	500,000	-	500,000
33	33	WWRF - Scada Improvements	3,000,000	-	-	-	-
34	34	Rockwind Grill Remodel	250,000	-	-	-	-
35	35	Eagle IC Cameras	450,000	-	-	-	-
36	36	HPD Improvements	300,000	2,500,000	-	-	-
37	37	Citywide Fiber Network	2,500,000	500,000	500,000	500,000	500,000
38	38	Boone Cemetery Renovation	250,000	-	-	-	-
39	39	Ground Water Remediation - WWRF	1,000,000	1,000,000	300,000	-	-
40	40	Sewer Main Replacement	1,000,000	500,000	500,000	500,000	500,000
41	41	Water Main Replacement	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
42	42	Rockwind Golf Course Drainage Improvements	1,000,000	-	-	-	-
43	43	Green Meadows - Annexation & Improvements	600,000	500,000	-	-	-

New Rank	Last YR	Project Title	Proposed FY 2028	2029	2030	2031	2032
44	44	AMR - Water Meter Replacement Program	1,250,000	1,250,000	-	-	-
45	45	Comprehensive/ Strategic Plan	180,000	-	-	-	-
46	46	Projection of Smith Ln	350,000	-	-	-	-
47	47	Skate/Bike Park	1,600,000	-	-	-	-
48	48	Public Facility HVAC Improvements	500,000	-	500,000	-	500,000
49	49	Water Effluent Improvements	2,500,000	500,000	500,000	-	-
50	50	Manhole Repair Program	60,000	60,000	60,000	60,000	60,000
51	51	Veteran's Complex - Baseball Safety Netting	250,000	-	-	-	-
52	52	Varsity Grandstand Improvements	1,500,000	-	-	-	-
53	53	Arterial COOP Project	175,000	175,000	175,000	175,000	175,000
54	54	ADA Intersection Improvement Project	50,000	50,000	50,000	50,000	50,000
55	55	MAP Roadway Rehabilitation Projects	600,000	600,000	600,000	600,000	600,000
01	01	Wildland Fire Apparatus 2028	0	0	450,000	-	-
02	02	Outdoor Range Phase II	-	450,000	-	-	-
03	03	Retention / Detention Basin Renovations	-	500,000	500,000	500,000	500,000
04	04	Northwest Bypass	-	600,000	500,000	18,400,000	-
05	05	Projection of Central West	-	100,000	775,000	-	-
06	06	Traffic Signal Upgrades on SR 18	-	800,000	250,000	250,000	250,000
07	07	Green Meadows Park Renovation	-	3,000,000	-	-	-
08	08	Artificial Sportfield Turf	-	4,200,000	-	-	-
09	09	Traffic Study Update	-	350,000	-	-	-
10	10	Aquatic Facility	12,000,000	0	-	-	-
11	11	SR 18 - Sewer Trunk Line Extension	-	3,500,000	-	-	-
12	12	Rockwind Golf Course-Teaching Facility	-	800,000	-	-	-
13	13	Parks & Rec. Master Plan Study	-	125,000	-	-	-
14	14	Install Equipment Wash Bay - 5	-	1,200,000	-	-	-
15	15	Grimes Str Improvements	-	500,000	2,500,000	2,500,000	2,500,000
16	16	New Potable Ground Water Storage Tanks	0	0	1,500,000	1,500,000	-
17	17	Backup Data Center	250,000	1,400,000	-	-	-
01	01	Taylor Ranch Improvements	800,000	17,000,000	-	-	-
02	02	New Elevated Water Storage	-	-	5,000,000	-	-
03	03	Water System Improvements (North Reservoir)	-	-	10,000,000	-	-
04	04	Apache Dr/Fowler St Utilities Extension	-	-	75,000	1,175,000	-
05	05	Del Norte Park Expansion Area	-	-	4,500,000	-	-
01	01	Millen Projection	-	-	-	3,000,000	-
02	02	Fowler Street Extension	-	-	-	2,500,000	-
03	03	Bender Median Renovations	-	-	-	750,000	-
04	04	Turner Improvements	-	-	500,000	2,500,000	2,500,000
01	01	Southeast Bypass	-	-	-	-	19,000,000
02	02	Bensing South Projection	-	-	-	-	1,750,000
03	03	WWRF - Dryer Replacement	-	-	-	-	6,000,000

Number of projects:	Year: 1	Year: 2	Year: 3	Year: 4	Year: 5
Grand Totals	98,890,000	90,710,000	49,635,000	51,010,000	51,235,000



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
June 15, 2026

SUBJECT: PUBLICATION - Proposed Ordinance Authorizing the Sale of Approximately 21.75 Acres (Replat of Lots 8, 9, 10 and 11, Hobbs Industrial Airpark South Subdivision) to Mewbourne Oil Company.

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 6/4/2026

SUBMITTED BY: Todd Randall, Assistant City Manager

Summary: Mewbourne Oil Company has requested to purchase approximately 21.75 acres consisting of the replat of Lots 8, 9, 10, and 11 of the Hobbs Industrial Airpark South Subdivision for future industrial expansion. The property has been appraised at \$1,210,000, and the proposed purchase price is equal to the appraised fair market value.

Key terms of the proposed Real Estate Purchase Agreement include: Purchase price of \$1,210,000 (full appraised value).

- Purchaser reimburses the City \$4,000 for the appraisal.
- Purchaser pays all replat, title, closing, recording, and transaction costs.
- Immediate development of the property is not required based on Purchaser's existing industrial operations and investment within the Airpark.
- City retains a repurchase option at the original purchase price.
- Repurchase option expires upon qualifying private investment on the property equal to four (4) times the purchase price, after ten (10) years, or upon City Commission release.

The Planning Board reviewed the request and recommended approval.

Fiscal Impact:

The City will receive \$1,210,000 from the sale of the property and reimbursement of the \$4,000 appraisal expense. All replat, closing, title, recording, and transaction costs will be paid by the Purchaser.

Attachments:

DRAFT ORDINANCE 6-11-26

MEWBOURNE REPA - final 6-11-26

Recommendation:

Motion to approve the Ordinance Publication

Approved By:

Todd Randall, Assistant City Manager

06/08/2026

Deb Corral, Assistant Finance Director	06/08/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	06/08/2026
Manny Gomez, City Manager	06/08/2026

CITY OF HOBBS, NEW MEXICO

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REAL ESTATE PURCHASE AGREEMENT TO SELL AND CONVEY A PARCEL OF LAND COMPRISED OF THE REPLAT OF LOT(S) 8, 9, 10 and 11 OF THE HOBBS INDUSTRIAL AIRPARK SOUTH SUBDIVISION, TO MEWBOURNE OIL COMPANY

WHEREAS, the City of Hobbs, a municipal corporation, is the owner of Lots 8, 9, 10 and 11 within the Hobbs Industrial Airpark South Subdivision; and

WHEREAS, the HIAP industrial areas have been designated by the City of Hobbs Industrial Air Park Master Plan for commercial and industrial development; and

WHEREAS, pursuant to the Protective Covenants and Design Standards of the Hobbs Industrial Airpark South Subdivision, the City Commission finds that good cause exists to approve the modifications contained within the Real Estate Purchase Agreement regarding development timing requirements applicable to the Property; and

WHEREAS, pursuant to Section 3-54-1 NMSA 1978, as amended, this Ordinance shall become effective forty-five (45) days after adoption unless a referendum election is held; and

WHEREAS, inclusive in this Ordinance are the following:

1. **Terms of Sale:** The City proposes to sell a parcel of land approximately 21.75 acres, consisting of the replat of Lots 8, 9, 10 and 11 of the Hobbs Industrial Airpark South Subdivision, for the purchase price of \$1,210,000.00.

The Sale of the City owned Real Property must be approved by City Ordinance pursuant to NMSA Section 3-54-1 et. seq., as amended.

An Agreement for the Purchase of Real Estate concerning terms of the sale and Protective Covenants for the property are part of the Proposed Ordinance.

2. **Appraised Value of Municipally Owned Real Property:** The Property has been appraised at \$1,210,000.00 and the proposed purchase price is equal to the appraised fair market value.

3. **Schedule of Payments:** The Purchase Price is to be paid with an earnest money deposit (escrowed upon acceptance of purchase agreement) with the balance to be paid as follows:

Earnest Money Deposit:	\$ 10,000
Purchase Price (Remaining Balance)	\$1,200,000
Reimbursement (Appraisal)	\$ 4,000
Total Payments	\$1,214,000

4. **Total Amount to be Paid by Purchaser:** \$1,214,000

5. **Purchaser of Property:** Mewbourne Oil Company

6. **Purpose of Municipal Sale:** Industrial and Economic Development - Site acquisition for company expansion of existing services in Oil and Gas Industry.

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

(I)

That the City of Hobbs hereby approves the sale of the Property as described as follows:

LEGAL DESCRIPTION

Approximately 21.75 acres consisting of Lots 8, 9, 10 and 11 of the Hobbs Industrial Airpark South Subdivision, to be replatted into a single lot prior to closing.

Subdivision Plat prior re-plat is attached hereto to this Ordinance as Exhibit #1, and made a part of this Ordinance. Subject to the conditions and terms in Exhibit "2", Agreement for The Purchase of Real Estate, as attached hereto and made a part of this Ordinance.

(II)

That this Ordinance has been published prior to its adoption and shall be published at least once after adoption, pursuant to Sections 3-2-1, et. seq., and 3-54-1, et. seq., NMSA 1978, as amended.

(III)

That the effective date of this Ordinance shall be forty-five (45) days after its adoption by the governing body of the City of Hobbs, unless a referendum election is held.

(IV)

The Mayor, City Manager, and their designees are authorized to execute all documents and take all actions necessary to complete the sale, replat, easement modifications, closing, and implementation of the Real Estate Purchase Agreement.

PASSED, APPROVED AND ADOPTED this ___ day of _____, 2026.

CITY OF HOBBS, NEW MEXICO

By _____
JONATHAN SENA, Mayor

ATTEST:

By _____
JAN FLETCHER, City Clerk

**REAL ESTATE PURCHASE AGREEMENT
CITY OF HOBBS AND MEWBOURNE OIL COMPANY**

THIS REAL ESTATE PURCHASE AGREEMENT (hereinafter "Agreement"), entered into this ____ day of _____, 2026, between Mewbourne Oil Company, a Delaware corporation, whose address is 4801 W. Business Park Blvd., Hobbs, NM 88240 (hereinafter "Purchaser"); and the City of Hobbs, New Mexico, a New Mexico Municipal Corporation (hereinafter "City").

RECITALS:

A. The City, in consideration of the mutual covenants herein contained, agrees to sell and convey, and Purchaser agrees to purchase the real estate described below, together with all buildings and improvements and all rights, hereditaments, easements and appurtenances thereunto belonging, property located in the Hobbs Industrial Airpark South Subdivision, more particularly described as follows, and referred to hereinafter as "Property," on the terms and conditions set forth herein.

PARCEL DESCRIPTION:

Replat of Lot(s) 8, 9, 10 and 11 of the Hobbs Industrial Airpark South Subdivision, City of Hobbs, Lea County, New Mexico. Original Subdivision is attached hereto as Exhibit #1.

NOW THEREFORE THE FOLLOWING IS AGREED BY THE PARTIES:

1. Earnest Money Deposit.

Purchaser will make an earnest money deposit with First American Title Insurance Company 1819 N Turner St Suite B, Hobbs, NM 88240 (the "Title Company") in the sum of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00), within seven (7) working days of Commission Approval of this agreement (the "Earnest Money Deposit").

2. Purchase Price.

A. The purchase price for the Property shall be ONE MILLION, TWO HUNDRED – TEN THOUSAND AND 00/100 DOLLARS (\$1,210,000.00) (the "Purchase Price") of which the amount paid as Earnest Money Deposit shall be a part, and the Earnest Money Deposit shall be applied to the Purchase Price at Closing.

B. The Purchase Price includes access to standard City Industrial Park infrastructure and utility services pursuant to the City Utility Service Policy as adopted November 2014.

3. Property, Survey, and Access.

A. Within sixty (60) days following the execution of this Agreement, the Purchaser will provide City with the approved and recorded replat of Lot(s) 8, 9, 10 and 11 of the Hobbs

Industrial Airpark South Subdivision, City of Hobbs, Lea County, New Mexico, creating a single Lot. The replat of the Property by the Purchaser in accordance with this paragraph is a requirement to Closing.

B. Purchaser may conduct an ALTA survey of the Property at its cost.

4. Closing.

Provided that neither Party is in default of this Agreement and that all conditions to Closing have been satisfied or waived, the consummation (herein called the "Closing") of the purchase and sale of the Property shall occur on a mutually agreeable date, but no later than December 31, 2026 (the "Closing Date"). The parties may extend the Closing Date by mutual agreement, not to exceed 365 days following the adoption of the ordinance referenced in Section 23.A. Closing shall not occur until the ordinance authorizing the sale has become effective pursuant to Section 3-54-1 NMSA 1978, as amended.

5. Review of Title and Documents.

A. As soon as reasonably possible following the execution of this agreement, the City shall furnish Purchaser a commitment for owner's policy of title insurance ("Commitment") for the Property together with full copies of all exceptions set forth therein, including but not limited to covenants, conditions, restrictions, reservations, easements, rights of way, assessments, liens and other matters of record. Purchaser shall have twenty (20) days from receipt of the Commitment and copies of said exceptions within which to notify the City of Purchaser's disapproval of any exceptions shown in the Report.

The City shall have until the date for Closing to eliminate any disapproved exception(s) or patent reservations(s) from the policy of title insurance to be issued in favor of Purchaser, and if not eliminated, then the Earnest Money Deposit shall be refunded, unless Purchaser then elects to waive its prior disapproval. Failure of Purchaser to disapprove any exception(s) or patent reservation(s) within the aforementioned time limit shall be deemed an approval of such exception or patent reservation. The policy of title insurance shall be a standard coverage policy in the amount of the total Purchase Price and shall be paid for by Purchaser.

In the event this contingency or any other contingency to this contract has not been eliminated or satisfied within the time limits and pursuant to the provisions herein, and unless Purchaser elects to waive the specific contingency by written notice to the City, this Agreement shall be deemed null and void, the Earnest Money Deposit shall be returned to the Purchaser, and neither party shall have any rights or liabilities under this Agreement.

6. Environmental Assessment.

Purchaser may perform a Phase I Environmental Site Assessment, at its sole cost and expense. Soil, rock, water, asbestos, and other samples found on or taken from the Property shall remain the property of City. Purchaser shall have twenty (20) business days from receipt of the Environmental Assessment Report to advise City of any disapproval of any exceptions or environmental conditions indicated in the Report. A business day shall be any day other than a Saturday, Sunday or any other day on which banks in Hobbs, NM are required to remain closed.

7. Title.

At Closing, the City shall execute and deliver a Special Warranty Deed conveying the Property to the Purchaser and/or his assigns, in fee simple, subject to all patent reservations and to all other existing liens, encumbrances and other exceptions of record except those exceptions and reservations which are disapproved by Purchaser and eliminated by the City as noted above. City shall deliver exclusive legal and actual possession of the Property to Purchaser on the Closing Date.

8. Oil and Gas Activities.

The parties acknowledge and understand City does not own any mineral interest in the property being conveyed. The extraction of any mineral interest shall be subject to all federal, state and municipal rules, regulations and Ordinances concerning such.

9. Risk of Loss.

All risk of loss or damage to the Property will pass from the City to Purchaser at Closing. In the event that material loss or damage occurs prior to Closing, Purchaser may, without liability, refuse to accept the conveyance of title, in which event the Earnest Money Deposit, if any, shall be refunded. Possession of the Property by Purchaser shall occur at Closing. Before Closing, Purchaser shall be solely responsible to insure Purchaser's interest in the Property if Purchaser so chooses.

10. Default and Remedy.

A. Default by City. If City defaults in the performance of this Agreement, Purchaser may terminate this Agreement and receive a refund of the Earnest Money Deposit, if any, or may waive default, enforce performance of this contract, and seek whatever legal remedy may be provided by law.

B. Default by Purchaser. If Purchaser defaults in the performance of this Agreement prior to Closing, City may terminate this Agreement and retain the Earnest Money Deposit.

C. Notice and Demand for Performance. In the event that either party fails to perform such party's obligations hereunder (except as excused by the other's default), the party claiming default will give written notice of demand for performance. If the party to whom such notice and demand is given fails to comply with such written demand within ten (10) days after receipt thereof, the non-defaulting party may pursue the remedies provided in this paragraph.

11. Closing Costs and Fees.

The closing costs shall be set forth in the settlement statement and paid as follows:

- A. Purchaser shall be solely responsible for all costs associated with the purchase, subdivision replat, conveyance, and closing of the Property, including but not limited to:
1. Preparation, review, processing, approval, filing, and recording of the subdivision replat;
 2. Surveying and platting costs;
 3. Title commitment and title insurance premiums, endorsements, and related title expenses;
 4. Escrow fees, closing fees, and recording fees;
 5. Costs associated with correcting title objections or title matters requested by Purchaser;
 6. Environmental assessments, inspections, studies, and due diligence expenses;
 7. Engineering, legal, consulting, and professional service fees incurred by Purchaser;
 8. Any lender fees, financing costs, or related expenses;
 9. Any costs associated with obtaining permits, approvals, or governmental authorizations; and
 10. Any other costs or expenses associated with the purchase, conveyance, development, or ownership of the Property.
- B. Purchaser shall reimburse the City for the cost of the appraisal prepared in connection with the sale of the Property in the amount of Four Thousand Dollars (\$4,000.00), which shall be paid at Closing.
- C. The City shall be responsible only for its own internal administrative expenses and legal fees associated with the review and preparation of this Agreement and related conveyance documents.
- D. Except as expressly provided herein, the City shall not be responsible for any costs associated with the sale, conveyance, closing, development, financing, subdivision, or ownership of the Property.

12. Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by certified mail, return receipt requested, postage prepaid, to the following:

if to the City: City of Hobbs
 ATTN: City Manager
 200 East Broadway
 Hobbs, NM 88241

if to Purchaser: Mewbourne Oil Company
 ATTN: _____
 4801 Business Park Blvd
 Hobbs, NM 88240
 cc: dana.arnold@mewbourne.com

or to such other address as requested by either party. Notice shall be deemed to be received on the fifth (5th) day following posting.

13. Attorney's Fees and Costs.

If either is found by a court to have breached this agreement, each of the Purchaser and City shall each pay for their respective legal and attorney's fees and costs.

14. Counterparts.

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.

15. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Purchaser shall not assign this Agreement without the prior written consent of the City. Any approved assignment shall not release Purchaser from its obligations under this Agreement unless expressly approved in writing by the City.

16. Compliance with New Mexico State Statutes.

The City states that it has complied with the requirements of Section 3-54-1, NMSA, 1978, as amended, and that it has authorization to sell property pursuant to the Hobbs Municipal Code, as amended.

17. 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.

18. State Permits and Licenses.

Purchaser agrees that City has no direct responsibility for Purchaser to make application and obtain required New Mexico State permits and licenses for industrial facility expansion on the Property. Purchaser agrees to indemnify and hold City harmless from and against all liability, claims, demands, damages or costs of any kind arising from or connected with any New Mexico State permit or license application for activities and uses on the property.

19. Protective Covenants.

Purchaser agrees to comply with the terms and conditions contained within the recorded Protective Covenants for the Hobbs Industrial Airpark South Subdivision, except as specifically modified by this Agreement. In the event of a conflict between the Protective Covenants and this Agreement, the terms of this Agreement shall control as to the Property. The Protective Covenants are attached hereto as Exhibit "2" and incorporated herein by reference.

20. Termination.

This agreement shall be terminated on the Closing Date for sale of property, unless either party ends the agreement prior to that date pursuant to Section 10 of this Agreement. All of the City's warranties, representations, certifications, and agreements contained herein shall be and remain true at the time of Closing.

21. City Permits.

Purchaser shall be responsible to apply for all required City permits, including a City Business Registration or License Fee and building permits.

22. Rights of the City and Conditions and Requirements of the Purchaser.

- A. The City acknowledges that Purchaser currently owns and operates industrial facilities adjacent to the Property, with an address of 4801 W. Business Park Blvd., Hobbs, NM 88240 and intends to utilize the Property for future industrial expansion and related industrial operations.
- B. The City acknowledges that Purchaser is undertaking substantial capital investment and expansion of existing facilities located immediately adjacent to the Property.

Based upon such investment and Purchaser's ongoing industrial operations within the Hobbs Industrial Air Park, the City has determined that immediate development of the Property shall not be required as a condition of this Agreement. Further, the construction and development on the neighboring parcel, as depicted on Exhibit 3 attached hereto, shall satisfy the development timing requirements contained in Paragraph 2(d) of the Protective Covenants and Design Standards of the Hobbs Industrial Air Park South Subdivision. The waiver of immediate development requirements provided herein shall not modify the repurchase provisions contained in Section 23.

- C. Purchaser shall retain ownership of the Property for industrial and related business purposes consistent with the Protective Covenants.
- D. To discourage land speculation and preserve the economic development objectives of the Hobbs Industrial Air Park, the City shall retain a right of repurchase as provided in Section 23.

23. Right of Repurchase

- A. If Purchaser sells, assigns, conveys, transfers, or otherwise disposes of all or any portion of the Property without prior approval of the City Commission, the City shall have the option to repurchase the Property.
- B. The repurchase price shall be the original Purchase Price paid by Purchaser under this Agreement.
- C. Purchaser shall provide written notice to the City of any proposed sale, transfer, assignment, or conveyance of the Property not less than ninety (90) days prior to the proposed transfer date.
- D. The City shall have ninety (90) days following receipt of such notice to exercise its repurchase option.
- E. Transfers to a parent company, subsidiary, affiliate, successor entity, or other entity under common ownership or control of Purchaser may be approved by the City Commission. Any approved affiliate transferee shall assume all obligations contained within this Agreement. Such approval shall not be unreasonably withheld.
- F. Mortgages, deeds of trust, financing statements, collateral assignments, and other security interests granted to a lender shall not constitute a transfer triggering the City's repurchase option.
- G. The repurchase option shall run with the land and shall be evidenced by a Memorandum of Repurchase Option or other instrument approved by the City Attorney and recorded in the real property records of Lea County, New Mexico.

H. The repurchase option may be released by approval of the City Commission upon determination that the economic development objectives of this Agreement have been satisfied.

I. The repurchase option shall automatically terminate upon the earliest occurrence of:

1. Purchaser demonstrating private capital investment constructed upon the Property in an amount equal to or greater than four (4) times the Purchase Price;
2. Ten (10) years from the Closing Date;
3. Approval by the City Commission releasing the repurchase option.

For purposes of this subsection, capital investment may be evidenced by building permit valuations, construction contracts, certificates of occupancy, tax records, audited financial records, or other documentation reasonably acceptable to the City.

Upon termination of the repurchase option pursuant to this Section, the City shall execute and record a release of the Memorandum of Repurchase Option within a reasonable period of time following receipt of documentation evidencing satisfaction of the applicable termination condition.

24. Conditions For Completing The Purchase.

The following actions must occur and be performed prior to Purchaser satisfactorily Closing on the Property:

A. The City Commission must have approved the necessary Ordinance for the Sale of the Property, subject only to the referendum election issue as specified in 3-54-1 et. seq., NMSA, as amended. In the event of a referendum petition and election, Purchaser shall hold City harmless for any and all claimed damages whatsoever.

B. Purchaser shall have obtained all approvals for and recorded the replat of Lots 8, 9, 10 and 11 creating a single lot prior to Closing.

C. If a request for a Phase I Environmental Site Assessment, Purchaser must have received, reviewed and approved the Phase I Environmental Assessment Report for the Property prior to Closing. Purchaser shall have the Environmental Assessment Report for review at least thirty (30) calendar days prior to the intended date of Closing; and Purchaser shall have thirty (30) days from receipt of the Report to raise any objections with City.

D. There shall be no material adverse change in the condition of the Property as of Closing.

E. The representations and warranties contained in this Agreement are true and correct as of the date of Closing.

F. If any of the conditions set forth in this Section are not satisfied to the sole discretion of the Purchaser prior to Closing, or waived by the time specified therefor, or, if no time is specified, then by the Closing Date, then the Purchaser shall receive a refund of the Earnest Money Deposit.

25. Representations and Certifications Made By The City As A Part Of This Agreement.

The City represents and warrants to the Purchaser that the following shall be true and correct, as of the date hereof and as of the date of Closing:

A. The City owns title to the Property subject only to easements, restrictions and reservations of record as disclosed in the title commitment.

B. There are no public improvements which have been commenced or completed for which special real property tax assessments may be or have been levied against the Property.

C. There are no known existing violations of applicable law with respect to the Property.

D. There is no litigation pending or threatened against the Property which might result in a lien on the Property, or might interfere with the City's ability to sell or convey the Property, or which might have a material adverse change upon the Property.

E. The execution and delivery of the Purchase Agreement and Closing of the sale by the City will not result in the breach of any agreement, decree or order to which the City is a party or by which the Property is bound.

F. There are no condemnation proceedings pending or threatened with respect to all or any portion of the Property.

G. To the best knowledge of the City as of the date hereof, the following statement is made regarding the Property:

To the best knowledge of the City, there are no past or present investigations, proceedings, litigation or regulatory hearings with respect to the Property alleging non-compliance with or violation of any federal or state law regarding environmental matters. To the City's actual knowledge, there has not now, nor have there been, any above ground or underground storage tanks located in or under the Property. To the City's actual knowledge, the Property has previously been owned by the US Government Land Office, the City of Hobbs, the US Hobbs Army Airfield, and the

City of Hobbs, New Mexico. The only known prior uses of the Property are 1) open range grazing by local ranches from 1880 through the 1940's time period; and 2) use of the area as a portion of the Hobbs Army Airfield operation during W.W.II.

The complete environmental record and clean-up report of City remediation projects is available for review by the Purchaser. To the best knowledge of the City, the Property presently is not and has never been used for any other storage, manufacture, disposal, handling, transportation or use of any hazardous substances in violation of any law, other than those connected with the Hobbs Army Airfield.

H. The City is not a party to any contracts relating to the Property, except for this Agreement.

26. Representations and Certifications Made By The Purchaser As Part Of This Agreement.

The Purchaser represents and warrants to the City that the following shall be true and correct, as of the date hereof and as of the date of Closing:

- A. The Purchaser is a viable company already within the Hobbs Industrial Park.
- B. Purchaser intends to utilize the Property as part of its long-term industrial operations and future expansion plans within the Hobbs Industrial Air Park.
- C. Purchaser acknowledges that the City's decision not to require immediate development of the Property is based, in part, upon Purchaser's existing industrial operations and ongoing investment within the Hobbs Industrial Air Park. Such existing or adjacent investment shall not be deemed satisfaction of any future investment requirement applicable to the Property unless otherwise approved by the City Commission.
- D. Purchaser acknowledges and agrees to the City's repurchase rights set forth in Section 23.

27. Time of Essence.

Time is declared to be of the essence of this Agreement.

28. Additional Documents.

The parties agree to execute further documents as may be reasonably required to effectuate the purchase and sale of the Property as provided by this Agreement.

29. Entire Document.

This instrument constitutes the entire agreement between the City and the Purchaser, and there are no agreements, understandings, warranties, or representations between the Purchaser and the City except as set forth herein. This Agreement cannot be amended except in writing executed by the Purchaser and the City.

Done and approved on the date first written above.

CITY:

City of Hobbs, New Mexico

Jonathan Sena, Mayor

ATTEST:

APPROVED AS TO FORM:

Jan Fletcher, City Clerk

Medjine Desrosier-Douyon,
Deputy City Attorney

PURCHASER:

Mewbourne Oil Company

Signature

Print

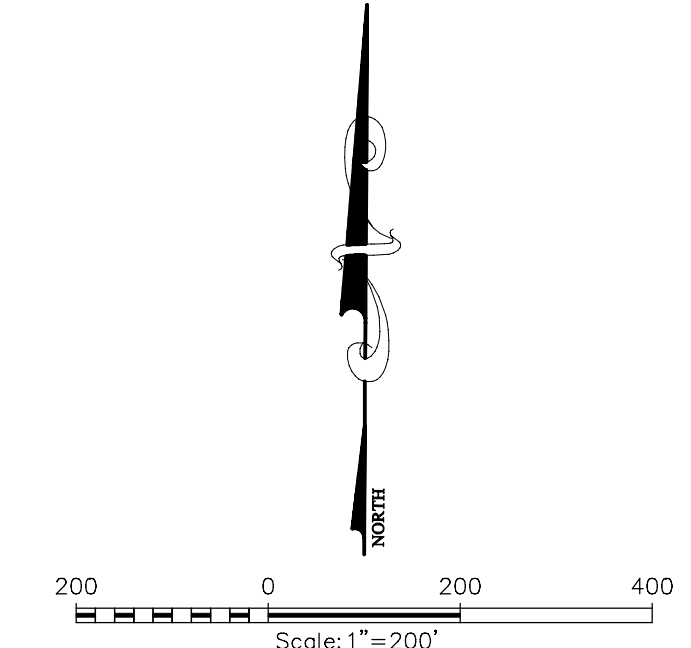
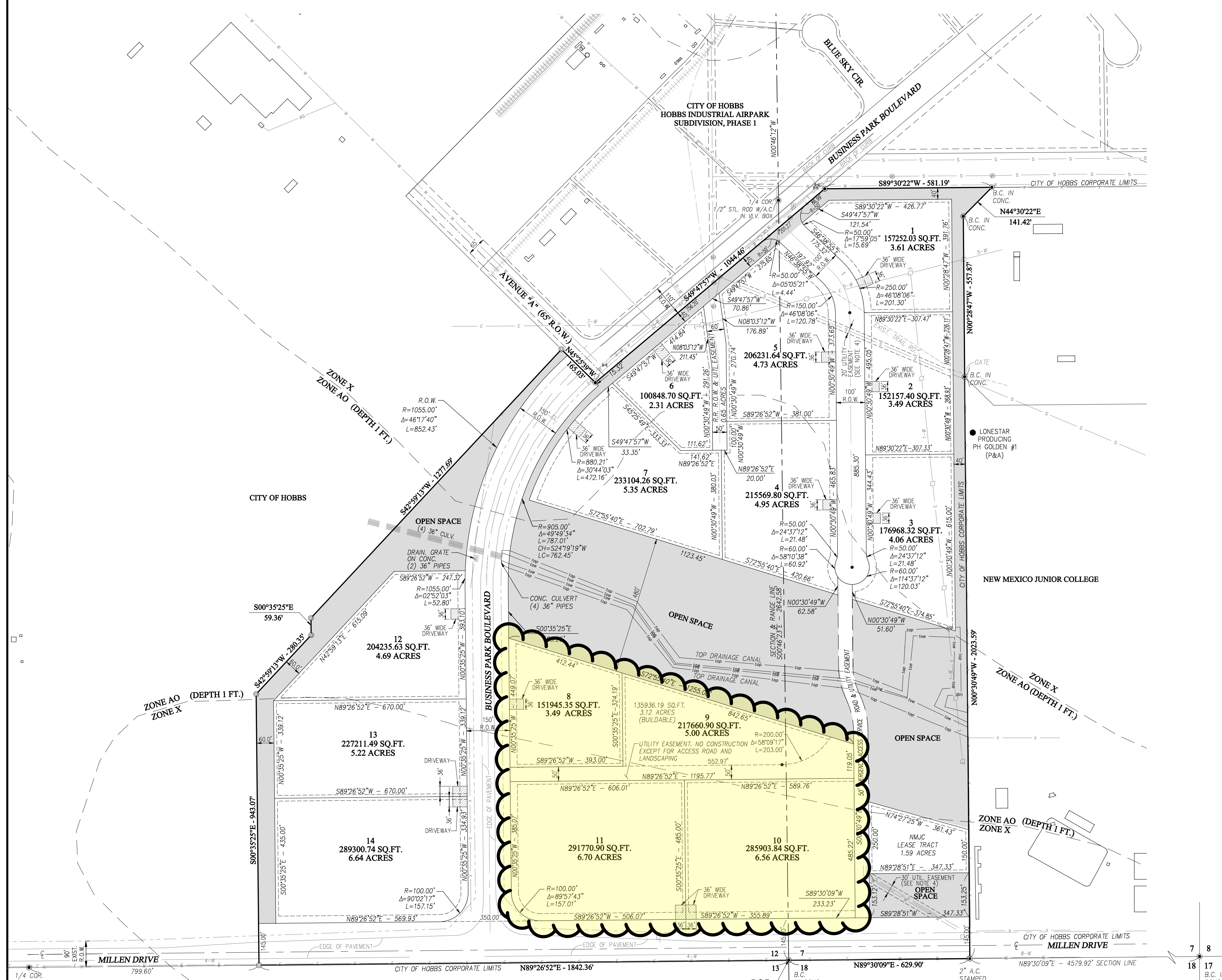
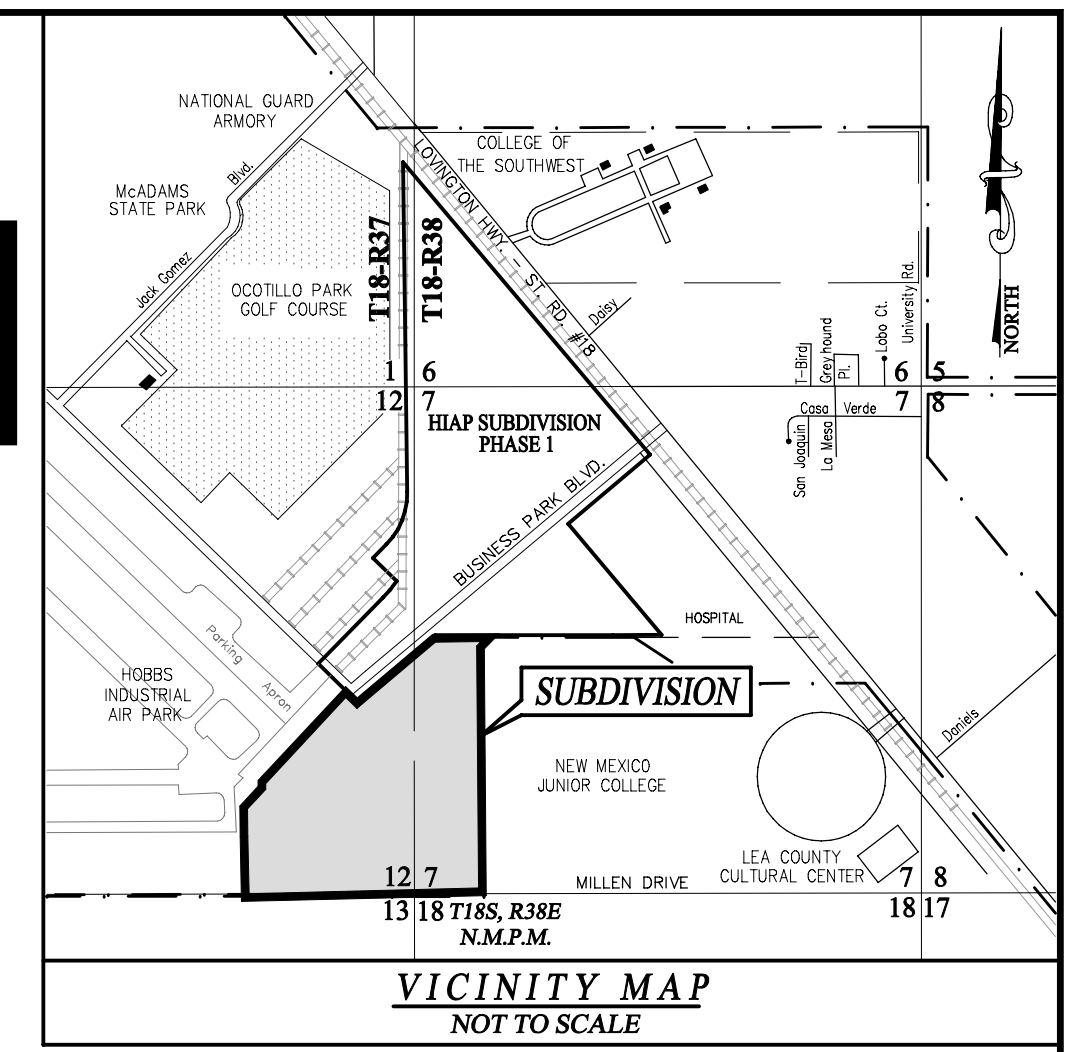
Email: _____

Phone: _____

HOBBS INDUSTRIAL AIRPARK SOUTH SUBDIVISION

SITUATED IN THE SE/4 OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 37 EAST AND THE SW/4 OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M.
CITY OF HOBBS, LEA COUNTY, NEW MEXICO

EXHIBIT 1



LEGEND

- DENOTES FOUND 1/2" STL. ROD WITH PVC YELLOW CAP MARKED "JWSC PS 12641," UNLESS NOTED OTHERWISE
- W — DENOTES EXISTING WATER LINE W/METER
- V — DENOTES EXISTING WATER LINE VALVE
- S — DENOTES EXISTING SEWER LINE W/MANHOLE
- W — DENOTES EXISTING WELL SUPPLY LINE
- - - - - DENOTES NEW EASEMENT (TO BE ADDED)
- - - - - DENOTES EXISTING EASEMENT (TO BE ADDED)
- T — DENOTES TOP OF EXISTING DRAINAGE CANAL
- T — DENOTES TOE OF EXISTING DRAINAGE CANAL
- E — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- U — DENOTES EXISTING UTILITY POLE
- W — DENOTES EXISTING GUY/ANCHOR WIRE
- F — DENOTES EXISTING WINDSTREAM FIBER OPTIC CABLE
- X — DENOTES EXISTING FENCE LINE
- S — DENOTES EXISTING STREET SIGN
- - - - - DENOTES APPROXIMATE LIMITS OF FEMA FLOOD ZONE AS NOTED

LEGAL DESCRIPTION AND DEDICATION:

THE FOREGOING SUBDIVISION OF A CERTAIN TRACT OF LAND SITUATED WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, LYING IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 38 EAST AND THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 37 EAST, N.M.P.M., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS CAP IN CONCRETE FOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 7 AND THE SOUTHEAST CORNER OF SAID SECTION 12, THEN N89°30'09"E ALONG THE SOUTH LINE OF SAID SECTION 7 A DISTANCE OF 629.90 FEET; THEN N00°30'49"W A DISTANCE OF 2023.59 FEET TO A BRASS CAP IN CONCRETE; THEN N00°28'47"W A DISTANCE OF 557.87 FEET TO A BRASS CAP IN CONCRETE; THEN N44°30'22"E A DISTANCE OF 141.42 FEET TO A BRASS CAP IN CONCRETE ON THE SOUTH BOUNDARY OF PHASE ONE OF THE HOBBS INDUSTRIAL AIRPARK SUBDIVISION TO THE CITY OF HOBBS; THEN S89°30'22"W ALONG SAID BOUNDARY A DISTANCE OF 581.19 FEET; THEN S49°47'57"W ALONG SAID BOUNDARY A DISTANCE OF 1044.46 FEET; THEN N45°25'39"W ALONG SAID BOUNDARY A DISTANCE OF 165.03 FEET; THEN S42°59'13"W A DISTANCE OF 1277.69 FEET; THEN S00°35'25"E A DISTANCE OF 59.36 FEET; THEN S42°59'13"W A DISTANCE OF 280.35 FEET; THEN S00°35'25"E A DISTANCE OF 943.07 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 12, TOWNSHIP 18 SOUTH, RANGE 37 EAST; THEN N89°26'52"E ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 1842.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 116.90 ACRES MORE OR LESS.

SUBDIVIDED AS THE SAME APPEARS HEREON, WITH ALL RIGHTS-OF-WAY AS SHOWN BEING DEDICATED TO THE PUBLIC, COMPRISING THE HOBBS INDUSTRIAL AIRPARK SOUTH SUBDIVISION, 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.

OWNER:
MAYOR GARY DON REAGAN
CITY OF HOBBS, NEW MEXICO

ACKNOWLEDGMENT:

STATE OF NEW MEXICO)
COUNTY OF LEA)
ON THIS ___ DAY OF _____, 2011, BEFORE ME PERSONALLY APPEARED GARY DON REAGAN, MAYOR, CITY OF HOBBS, LEA COUNTY, NEW MEXICO, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS HIS FREE ACT AND DEED.

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

NOTARY PUBLIC

CERTIFICATE OF MUNICIPAL APPROVAL:

STATE OF NEW MEXICO)
COUNTY OF LEA)
I, JAN FLETCHER, THE DULY APPOINTED AND ACTING CITY CLERK OF THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF THE HOBBS INDUSTRIAL AIRPARK SUBDIVISION, PHASE 1, TO THE CITY OF HOBBS, WAS APPROVED BY THE COMMISSION OF THE CITY OF HOBBS BY RESOLUTION No. ___ ON THE ___ OF _____, 2011 A.D.

JAN FLETCHER, CITY CLERK

CERTIFICATE OF APPROVAL BY THE CITY PLANNING BOARD:

THE PLAT, RESTRICTIONS AND DEDICATION APPROVED AND ACCEPTED THE ___ DAY OF _____, 2011 A.D. BY THE CITY PLANNING BOARD OF HOBBS, NEW MEXICO.

CHAIRMAN: WILLIAM M. HICKS, III

FEMA FLOOD ZONE DESIGNATIONS

FLOOD ZONE INFORMATION OBTAINED FROM: FLOOD INSURANCE RATE MAP FOR LEA COUNTY, NEW MEXICO AND INCORPORATED AREAS, PANEL 1165 OF 2150, MAP No. 35025C11650, EFFECTIVE DATE, DECEMBER 16, 2008.

ZONE X = AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN

ZONE AO = FLOOD DEPTHS OF 1 TO 3 FEET (USUALLY SHEET FLOW ON SLOPING TERRAIN); AVERAGE DEPTHS DETERMINED. FOR AREAS OF ALLUVIAL FAN FLOODING, VELOCITIES ALSO DETERMINED.

NOTE

- 1) BEARINGS SHOWN HEREON ARE MERCATOR GRID AND CONFORM TO THE NEW MEXICO COORDINATE SYSTEM "NEW MEXICO EAST ZONE" NORTH AMERICAN DATUM 1983. DISTANCES ARE SURFACE VALUES.
- 2) RUNOFF FROM LOTS SHALL NOT EXCEED HISTORICAL VALUES.
- 3) EXISTING UTILITY LOCATIONS SHOWN ARE FROM INFORMATION OBTAINED FROM THE CITY OF HOBBS, DEPARTMENT OF PUBLIC WORKS AND FIELD SURFACE OBSERVATIONS.
- 4) NEW UTILITY EASEMENTS ARE 10' WIDE ALONG LOT LINES. NEW UTILITY EASEMENTS ALONG ROAD FRONTAGE ARE 25' WIDE. UNLESS NOTED OTHERWISE, ALL EXISTING UTILITY LOCATIONS SHOULD BE FIELD VERIFIED AND THEIR ACTUAL CENTERLINE LOCATION WILL DETERMINE THE EASEMENT BOUNDARIES.
- 5) 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET AT ALL CORNERS, UNLESS NOTED OTHERWISE.

Lot	Acres
8	3.49
9	5
10	6.7
11	6.56
Total	21.75

Subdivision Plat Required:
1. Combine all lots
2. Eliminate unnecessary Easement and increase usable area
3. Maintain Water line easement and redefine size and purpose. Define responsibility and use of surface property.

SURVEYORS CERTIFICATE:
I, GARY G. EIDSON, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR, CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS ACTUAL ON THE GROUND SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY AND THE PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.
IN WITNESS WHEREOF I HERETO SET HAND AND AFFIX MY OFFICIAL SEAL THIS ___ DAY OF _____, 2011, A.D.

E-3285-A

PROVIDING SURVEYING SERVICES SINCE 1946

JOHN WEST SURVEYING COMPANY
412 N. DAL PASO
HOBBS, N.M. 88240
(575) 393-3117

LEA COUNTY SEAL	STATE OF NEW MEXICO COUNTY OF LEA FILED: _____, 2011 AT _____ O'CLOCK ___ M AND RECORDED IN: BOOK ___ PAGE ___ PAT SNIPES CHAPPELLE LEA COUNTY CLERK BY _____ DEPUTY
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15-
14

PROTECTIVE COVENANTS AND DESIGN STANDARDS FOR THE HOBBS INDUSTRIAL AIR PARK SOUTH SUBDIVISION PROPERTY.

GENERAL CONDITIONS PART I

This Declaration, made the 11th day of July, 2011, by the City of Hobbs, hereafter referred to as "Declarant" or "City".

1. Purpose.

A. Declarant is the owner of certain real property in the within the City limits of Hobbs in the County of Lea, State of New Mexico, referred to as "HOBBS INDUSTRIAL AIRPARK SOUTH SUBDIVISION", described as follows and more particularly in "Exhibit A" which is attached hereto and by reference made a part hereof, more commonly known as a portion of the Hobbs Industrial Air Park, (hereafter referred to as the Property.)

LEGAL DESCRIPTION - "HOBBS INDUSTRIAL AIRPARK SOUTH SUBDIVISION:

THE FOREGOING SUBDIVISION OF A CERTAIN TRACT OF LAND SITUATED WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, LYING IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 38 EAST AND THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 37 EAST, N.M.P.M., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS CAP IN CONCRETE FOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 7 AND THE SOUTHEAST CORNER OF SAID SECTION 12, THEN N89°30'09"E ALONG THE SOUTH LINE OF SAID SECTION 7 A DISTANCE OF 629.90 FEET; THEN N00°30'49"W A DISTANCE OF 2023.59 FEET TO A BRASS CAP IN CONCRETE; THEN N00°28'47"W A DISTANCE OF 557.87 FEET TO A BRASS CAP IN CONCRETE; THEN N44°30'22"E A DISTANCE OF 141.42 FEET TO A BRASS CAP IN CONCRETE ON THE SOUTH BOUNDARY OF PHASE ONE OF THE HOBBS INDUSTRIAL AIRPARK SUBDIVISION TO THE CITY OF HOBBS; THEN S89°30'22"W ALONG SAID BOUNDARY A DISTANCE OF 581.19 FEET; THEN S49°47'57"W ALONG SAID BOUNDARY A DISTANCE OF 1044.46 FEET; THEN N45°25'39"W ALONG SAID BOUNDARY A DISTANCE OF 165.03 FEET; THEN S42°59'13"W A DISTANCE OF 1277.69 FEET; THEN S00°35'25"E A DISTANCE OF 59.36 FEET; THEN S42°59'13"W A DISTANCE OF 280.35 FEET; THEN S00°35'25"E A DISTANCE OF 943.07 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 12, TOWNSHIP 18 SOUTH, RANGE 37 EAST; THEN N89°26'52"E ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 1842.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 116.90 ACRES MORE OR LESS.

B. The purpose of these Protective Covenants is to establish and maintain a planned business and industrial center with certain design standards which may be in addition to those development regulations imposed by the City of Hobbs, and other governmental entities having jurisdiction over the Property.

C. In order to establish general rules and guidelines for the improvement and development of the Property, Declarant desires to impose upon it mutual and beneficial restrictions for the benefit of all lands in the Property and for the benefit of all future

owners of lands in the Property.

2. General Provisions.

A. Declarant, owner of the Property, hereby declares that the Property is now held, and shall be transferred, sold, leased, conveyed, and occupied subject to the Protective Covenants herein set forth, each and all of which shall inure to the benefit of and pass with each and every parcel of the Property, and apply and bind the heirs, assignees, and successors in interest of each and every owner of a parcel or parcels of the Property.

B. Each purchaser of any parcel of the Property covenants and agrees with Declarant, its successors and assigns to use the property only in accordance with the Protective Covenants herein set forth, and to refrain from using the Property in any way inconsistent with or prohibited by the provisions of this Declaration.

C. Each purchaser or user of any parcel of land in the Property shall comply with all applicable laws of the City of Hobbs, Lea County, the State of New Mexico and the United States of America.

D. Building and Development Performance Goals. The purpose of these requirements is to insure the Property is sold to and developed by someone that intends to utilize the industrial park and create jobs and not hold the property for speculation. Each initial purchaser of any parcel of the Property directly purchasing from the Declarant covenants and agrees with Declarant, its successors and assigns to develop each parcel or property within eighteen (18) months following the date of purchase. Building construction shall be started on each parcel within six (6) months of the date of closing for all parcels. The main building on each parcel shall be completed within 18 months. For developments on multiple lots exceeding 12.0 acres total, the City Manager is authorized to consider and may grant variances to allow a time extension of the completion date to 30 months for larger buildings and complexes; or if an owner experiences unforeseen problems during the construction which cause serious and unavoidable delays.

E. Economic Development and Private Investment Performance Goals. For all Real Estate Purchase & Long Term Leases in excess of 5 years in the Property, each initial Purchaser or Lessee of any parcel of the Property directly purchasing or leasing from the Declarant covenants and agrees that in order to ensure creation of new jobs to Hobbs and Lea County, to attract new industry to the area and to guard against speculation, that some or all of the following provisions may be incorporated by the City into all new land purchase agreements and long term leases:

To provide security for enforcement of these covenants, purchaser agrees that a municipal lien shall be filed by the City in second position, within six months following the purchase of the Property, in an amount equal to one hundred fifty percent (150%) of the purchase price paid to the city, until Purchaser has expended a minimum threshold of four (4) times the purchase price in developing

the industrial site, at which time the lien shall be released by the City. Said lien shall be foreclosed should the aforesaid four (4) times threshold of capital investment is not satisfied within thirty-six (36) months of possession of a property.

F. Land speculation and holding vacant parcels off the market is not permitted and is inconsistent with the City's goals to develop a vibrant industrial area to promote economic development of Hobbs.

G. Right of Repurchase. If any owner does not comply with the above covenants, the City may exercise re-purchase powers or take other legal actions as necessary. The purchase agreements will contain re-purchase clauses if development and building has not started according to the requirements. The City shall also specify conditions regarding economic development and job creation; private investment; prohibition of land speculation; inflating future sale prices; etc. in each real estate purchase agreement.

H. Variances to Specific Requirements Herein This Section 2. For good cause shown, the City Manager is authorized to consider and may grant variances to the requirements of Section 2 above, if unforeseen problems may occur on a Property.

3. Design Review Board.

A. Declarant hereby designates the Hobbs Planning Board of not less than six (6) persons, to function as the Design Review Board, hereafter referred to as the "Board". Composition of and membership of the Hobbs Planning Board shall be determined and appointed by the City of Hobbs City Commission. Declarant shall appoint all members of the Board, and may expand the number of members, possibly including other land owners, as may be decided in the future solely by the Declarant, for purposes limited solely to HIAP Design Review Board agenda items.

B. Declarant shall establish rules and procedures for the Board, including but not limited to procedures for the submittal and review of plans. Declarant may amend these procedures and rules, but shall publish any amendment according to Section 3-1-2, et. seq. NMSA 1978, as amended. The approval and consent of the Board shall not be unreasonably withheld on matters properly coming before the Board.

C. The Board shall exist as long as Declarant owns any parcel or portion of the Hobbs Industrial Air Park, within which the Property is encompassed.

D. There shall be no charge for services rendered and reviews undertaken by the Board.

E. All decisions of the Board shall be rendered in written format to the applicant.

F. Except with respect to land owned by the City of Hobbs, no building site or parcel of land within the Property may be divided, subdivided or fractional part thereof sold, leased or conveyed so as to create a new parcel, or combined with any building site or

parcel of land without the prior written consent of the Board.

G. All Site Development Plans, subdivision plats, and construction plans requiring a building permit or fence permit upon the Property shall be submitted to the Board for review and approval, prior to review by the appropriate City office and other reviewing agencies. Except that the Declarant may file subdivision plat revisions and City infrastructure plans, which are exempt from the Board's review. All Site Development Plans shall include all drainage structures, building locations, access driveways, truck loading and parking facilities and any other proposed facilities on the site. A conceptual grading and drainage plan shall be submitted to the City Engineer for review and approval at the same time the Site Development Plan is submitted. Plans submitted for review by the Board, if submittal is complete, accurate and in compliance with submission requirements of the Board, shall be deemed approved by the Board, if no action shall be taken within thirty (30) working days from the date of submittal. All plans to be submitted for review by the Board shall be submitted to the Planning Department of the City of Hobbs, at 200 E. Broadway, Hobbs, NM 88240.

H. Decisions by the Board shall not be construed as professional expertise and no warranty or liability for construction according to such plans shall be placed on the Board or Declarant.

I. No building permit, subdivision of land or any other type of development permit shall be approved for any parcel in the Property, unless said Site Development Plan submittal has first been submitted to the Hobbs Planning Department and presented to the Board for review and recommendations.

J. For good cause shown, the Board may approve variances to these Protective Covenants, except for Section 2 above in its entirety.

K. The City Commission may also approve variances to these protective covenants, in the exercise of its discretion to approve plans, to permit, or to consent to approve a variance from the specific requirements or effect of a particular covenant herein contained.

L. Any aggrieved person that is affected by an administrative decision of any City Board or official may appeal that decision to the City Commission. The appeal must be presented in writing to the City within fifteen (15) days of the action causing the appeal. Appeals of the City Commission must be filed with the District Court.

4. Permitted, Regulated and Non-Permitted Uses.

A. The Board may impose any reasonable condition on activities, such as landscaping, or regulation of grading during certain months of the year, to mitigate the effects of the activity's appearance, noise, traffic, dust and similar impact(s). Any aggrieved person affected by such a decision may file an appeal with the City Commission pursuant to Section 3L above.

B. Activities and uses on the Property shall be constructed, used or occupied to insure that there is no excess noise, vibration, toxic or noxious matter, humidity, heat or glare, liquid or solid waste, at or beyond any lot line of the parcel on which it is located. No activity or use shall emit air pollutants to such an extent that such use is classified as a "Major Stationary Source" by New Mexico Air Quality Control Regulation #707 and/or 40 CFR Part 51 of the U. S. Environmental Protection Agency.

C. No parcel or structure on the Property shall be used for any heavy manufacturing use and the following specific uses listed below:

- ** Smelting of Ores.
- ** Glue Manufacture.
- ** Fertilizer Manufacture.
- ** Airport or Heliport.
- ** Fat Rendering.
- ** Explosive Manufacture or Storage of large quantities of explosives.
- ** Junk Yards, Salvage or Wrecking Yards.
- ** Cement, Lime, Gypsum or Plaster Manufacturing.
- ** Raw Materials Extraction.
- ** Exterior Storage of Raw Materials without sight buffers.
- ** Excavation, Grinding, or Extraction of Gravel, Road Base, Pit Run, or Operation of a Quarry.
- ** Stockyards or Slaughter of Animals.
- ** Telecommunications Towers for rental to off-site operators.
- ** Acid Manufacture or Storage of large quantities of Acid on site (In excess of 500 gallons), or those industries with large quantities of hazardous chemicals, liquid fuel, compressed elements or gases or other similar uses.
- ** Wastewater Treatment Facilities.
- ** Truck Stop.
- ** Recycling or Abatement Facilities.
- ** Dry-cleaning Establishments or Industrial Cleaning Operations.
- ** Any industry or use that generates excess noise, vibration, toxic or noxious matter, humidity, heat or glare, at or beyond any lot line of the parcel on which it is located.

D. No on-site billboard for either off-premise or on-premise advertising, and other outdoor advertising for off-premise advertising shall be permitted on any parcels in the Hobbs Industrial Air Park.

5. Construction of Improvements.

A. After plans for construction are submitted and approved by the Board and other appropriate reviewing agencies, owner shall begin construction of buildings and improvements in a timely manner, not to exceed six (6) months after approval, unless further time for construction is requested and approved by the Board.

B. If any owner fails to complete construction of required and approved improvements, including but not limited to utility lines, paved streets, parking areas, landscaping, Declarant may, after giving due legal notice, construct the required improvements. The costs for Declarant's construction activities shall be recovered by Declarant in accordance with New Mexico State Statutes. After the start of construction, each project should be completed in a timely manner normally within 12 months, except for unusually large buildings, when the Board may allow additional construction time.

C. The City is responsible for maintaining cultural resources in the Industrial Park and certain parcels on the Property may require set-a-side preservation easements.

D. The City requires all property owners to limit grading and clearing activities on a site to the actual physical area planned for development to limit soil erosion.

6. Maintenance of Premises.

A. All owners and other users of the Property are obligated to keep and maintain the buildings, structures, parking areas, landscaping, signs and other entities of the parcel in an orderly and well maintained condition.

B. All landscaped areas shall be appropriately irrigated with an automated system and plants, grasses and trees shall be orderly and well maintained. Any areas of newly disturbed earth not in landscaped areas shall be planted with appropriate plant materials to reduce blowing dust. As an option, an owner may also construct and use a truck parking and storage yard area with a caliche material base or gravel base, with compaction of materials as required to support the stored vehicles.

C. All waste, rubbish or surplus materials shall be stored in properly screened enclosures and removed regularly. No materials, supplies, equipment, finished or semi-finished products are permitted to be stored outdoors, except in areas approved on the Site Development Plan.

D. If any owner or other user of a parcel on the Property fails to adequately maintain a building, structure, landscaping, parking lot or other premises, Declarant may, after giving appropriate legal notice, undertake maintenance of that parcel. The cost of Declarant's maintenance activities shall be recovered by Declarant in accordance with New Mexico State Statutes and City Ordinances.

7. Enforcement of Covenants.

In the event of a violation of these Protective Covenants, it shall be lawful for Declarant to prosecute proceedings at law, or in equity, according to New Mexico State Statutes and City Ordinances, against any owner or user of a parcel in the Property who is violating or attempting to violate any such restriction and covenant, either to prevent any owner or user of a parcel from so doing, or to correct such violation, or to recover damages or other relief for such violation.

8. Severability.

Invalidation of any one or part of any one of these covenants and restrictions by court order shall in no way affect any of the other provisions or parts of provisions which shall remain in full force and effect.

DESIGN STANDARDS PART II

A. The following standards are conditions for the allowed placement, use and occupancy of parcels and structures erected on the parcels within the Property (see Exhibit A, attached) to be followed in conjunctions with the Protective Covenants, and applicable ordinances of the City of Hobbs.

These standards can only be amended or revised by the Declarant or their successors and assigns. All parcels in the Property shall meet minimum City standards for infrastructure construction, including water, waste water, streets, drainage, signs, landscaping, private utilities for natural gas, electric power and telecommunications, and other construction; building code, if applicable; subdivision regulations; and any other regulations, as required by the Hobbs Municipal Code.

B. Noise Levels:

1. Noise level emissions for all parcels in the Property shall not exceed New Mexico State Occupational, Health and Safety Standards and City of Hobbs standards per the City Noise Ordinance.

2. All owners and users of parcels in the Property are hereby notified that a private airport exists in the nearby vicinity, and that noise levels consistent with an airport, and occasional aircraft operations may exist in the vicinity of their Property. This disclosure statement shall be placed on the deed as a matter of notice for all parcels in the Hobbs Industrial Air Park.

C. Development Standards:

1. Parcel Area:

There shall be the following minimum lot area requirements for parcels in the Hobbs Industrial Air Park:

Category:	Minimum Lot Size:
Commercial/All Categories	0.4 acre
Light Industrial/All Categories	1 acre
All lots fronting on major Arterials and Collectors	1 acre

Other Uses

Minimum lot size to be determined by Board

No parcel shall have a lot depth that is greater than 4 times its width, unless specifically approved by the Board.

2. Building Setbacks:

Minimum street frontage setback from property lines for the placing of structures shall be twenty-five (25) feet. No uses shall be made of said setback except for driveways; steps and walkways; landscaping and planters; flag poles; roof overhangs, and entrance signage for larger properties. Visitor parking areas are permitted within the front setback area, except these shall have a minimum fifteen (15) foot setback from the front property line.

The setback line shall be fifteen (15) feet from all rear and side property lines. No six (6) foot height security fences or walls are to be placed within the twenty-five (25) foot front setback. The Board may approve decorative fencing not to exceed three (3) feet in height in the front setback. Regarding Business Park Boulevard and Millen Drive, there shall be a twenty-five (25) foot side yard setback on corner lot frontages for all buildings.

3. Landscaping Requirements:

A. All landscaping shall be defined per City Code. All landscaping shall be in setbacks, parking lots according to City ordinance, and other areas, as necessary. The City requires the use of plant landscaping materials and/or structural walls to buffer parcels and land uses in the Park.

Landscaping requirements for all parcels in the Hobbs Industrial Air Park shall be as required in the City Landscaping Ordinance for Industrial parcels, unless a commercial use is proposed. The City encourages that the full front setback for all parcels fronting on arterials and collectors be landscaped and permanently maintained. In addition, that portion of any building facing a side street other than the street on which the building fronts is also to be landscaped in an attractive manner. The parkway area shall be landscaped and permanently maintained, if a parkway area exists between the front set back of the parcel and the constructed street.

B. Landscaping Standards For Industrial Parcels: At a minimum, all general industrial parcels shall maintain landscaping in the customer service areas, front parking lots and in the front of the main site buildings.

4. Screening and Building Site Appearance.

The purpose of the screening rules is to avoid placement of trash receptacles or other unsightly equipment in the front or visible side yards of buildings. The Site Development Plan must show that all rubbish, trash, garbage, debris and other wastes, all loading

docks and garbage collection facilities, and all other articles, goods, materials, incinerators, trash bins, storage tanks or like equipment open or exposed to public view or to a view from adjacent buildings, are stored at the side or rear of the building and the improvements with which same are associated; and these shall be screened from view. Screening materials shall be constructed and designed in such a manner so that they equal a height equal to that of the materials or equipment being stored. The screening should shield said material and equipment from both public view and view from adjacent buildings as much as possible. After construction, such screening must be maintained in a sound condition with acceptable visual appearance for so long as screening shall be required under the terms hereof. All trash and debris must be contained in enclosed containers to prevent blowing trash.

5. Signage and Lighting Standards:

A. Signage Standards. All temporary and permanent signs and graphics shall be of a size and nature so as to preserve the quality and atmosphere of the Property. The design, material, location and placement of all signs shall be approved as such in writing by the Board prior to their erection. Further, all temporary signs must comply substantially, in the sole judgment of the Board, with the standards and criteria therefor promulgated by the Board.

A single sign shall be permitted on the front of each facility (facing the roadway), stating only the name or identification of the occupant and street address of that facility. One company or product trademark or company logo design is also permitted but not to exceed a total of 60 square feet.

Directional Signs for parking lots, entrances, exits, etc., shall not exceed 30 inches in height and 10 square feet maximum, except for truck entrances, where the directional signs shall be allowed up to 48" in height and 32 square feet maximum.

Free standing signs will be permitted only upon written approval of the Board, and only for Commercial Land Uses. Signs located other than on the main building (gateways, concrete or masonry yard enclosures) shall be subject to the written approval of the Board, but are encouraged in landscaped setback areas for larger industrial and commercial parcels.

Indirect lighting of signs may be permitted, subject to approval by the Board. All indirect lighting shall be constructed so that illumination is at the top of the sign, to reduce reflected light emitted into the atmosphere. Except as may be approved in writing by the Board, no sign shall be painted on any building wall or placed on any building so as to extend above the top of the roof or parapet wall, whichever is higher. Painted corporate logos or trademarks may be approved by the Board, based on size and designs submitted.

Real estate broker signs advertising any premises shall be permitted, with the following exceptions: 1) there shall be only one (1) sign per parcel; 2) there shall be no off premise

real estate signs; 3) for parcels less than 10 acres in size, the maximum size shall be 8 square feet; 4) for parcels greater than 10 acres, the maximum size shall be 32 square feet; and 5) the height of all real estate signs shall not exceed 7 feet.

The City as owner and developer of the Industrial Park Property may erect a sign or signs identifying, describing or advertising the Hobbs Industrial Air Park or any of its available land or buildings, including listings of individual lessees and owners, subject to approval of the Board.

B. Illumination Standards.

1) Exterior illumination, if such is to be provided, shall be designed to light only buildings, parking areas and walkways and shall not produce glare on adjacent streets or building sites. All floodlighting fixtures shall be depressed ground level or screened from public view in a manner approved by the Board. Parking area lighting units, arcade lighting and other illumination of a "Pedestrian Scale" shall be in a style approved in writing by the Board. Flood light fixtures mounted on the building to shine away from the building are prohibited.

2) Flood light fixtures mounted on the building to shine away from the building are not permitted unless wall pack lighting fixtures are installed with appropriate glare shields. 400 Watt lighting and greater wattage bulbs are not permitted. All parcels must comply with the New Mexico Night Sky Act.

6. Off-Street Parking and Loading.

Off-street parking shall be required according to the City of Hobbs Municipal Code or Building Code, as applicable. No truck loading or unloading area shall be located on a building wall fronting on a major arterial or collector, or in the front setback of the parcel.

7. Utility Construction.

All Utilities to be constructed in the Hobbs Industrial Air Park, including telephone, electric and cable TV, shall be constructed underground, unless approved in writing by the Board.

D. Architectural Guidelines:

1. Site and Building Design Guidelines.

In general terms, the Board's overall goal for building and site standards is to achieve a unified site and building design concept which will be an asset to the Industrial Park. At the same time, the building must function in an efficient manner for its intended purpose; the design should be cost effective; and the facility will help improve the economy of Hobbs. The Board does not impose specific building or site details and enhancements, leaving specifics up to the owner/builder. However, some of the possible design improvements and architectural details available to consider are:

The site plan including landscaping placement and materials should present "a unified site and building concept" in such a manner that the overall site appearance is consistent with the Hobbs Industrial Air Park development guidelines. For all parcels on HIAP Entrance Road, the intent is for design and use of an industrial design and uses on the frontage of HIAP Entrance Road. The front of the building and the portion of the side exterior walls adjoining the front that will be easily visible from HIAP Entrance Road shall contain design and architectural features meeting these design standards.

Architectural details such as screening or parapet walls; contrasting color trim areas for trim areas, roof canopies, exterior doors; etc. should be utilized. Building trim and design features such as orientation to the visible side of the site for the building(s), with these areas allowed to be constructed of a pre-finished color metal should be considered. The exterior building color(s) and roof color should blend with the natural environment, with bright and shiny materials discouraged. Parapet or screening walls are encouraged to screen roof or ground mounted equipment easily visible from the street. The use of highly reflective roofing material is not acceptable unless screened from view by parapet walls.

For any specific site development, the building entryway should be visible with architectural accents from the street. Design features should be oriented to the visible side of the site. The visible side of the structures should be addressed with refinements constructed of a pre-finished color metal exterior material(s) or stucco or masonry with landscaping enhancements or screening walls encouraged along to shield any stand alone metal equipment buildings, transformers or trash dumpsters which are visible from the perimeter streets. Truck loading areas and employee parking areas greater than 10 parking spaces should be located on the least visible side if possible. Landscaping is not required in truck parking and storage areas.

2. Standards for Construction on Major Arterials and Collectors Streets.

The front of all buildings located on parcels on and fronting on a major arterial or a collector street, as defined by the Circulation Plan, shall be of brick, masonry, stone, stucco or a pre-finished color metal or other material approved by the Board.

3. Standards for Construction on Minor Streets.

The front of all buildings-that is, the side facing the street on which the building is deemed to front-shall be faced with concrete or brick masonry, stone, or other material approved by the Board. The facing shall be to a minimum height of four (4) feet and extend across the full front of the building. That portion of any building facing a side street other than the street on which the building fronts shall be finished in an attractive manner in keeping with the accepted standards used for industrial buildings, but need not be finished in a like manner as that portion of the building referred to as the front. It is the intent of this provision that all structures shall be designed and constructed in such a manner as to provide an aesthetically pleasing and harmonious overall development of the industrial park. Except as otherwise provided herein, the sides and rear of all buildings shall be

finished in an attractive manner in keeping with the accepted standards used for industrial buildings subject to the approval of the Board.

3. Height of Buildings.

Buildings shall normally not exceed 50 feet in height, except in airport height zoning areas. The Board may consider reasonable requests for height variances, depending on the need of the particular industrial application or building requirement.

4. Exceptions.

Exceptions to the above construction standards shall be made for parcels serving the agri-business light industrial (green houses) and for airplane hangers to be constructed on Air Oriented Parcels.

5. Temporary Structures.

No temporary building or structure other than construction offices and structures for related purposes during the construction period shall be installed or maintained on any Building Site without the prior written approval of the Board. All temporary structures used for construction purposes must receive approval by the Board with regard to location and appearance, and must be removed promptly upon completion of construction and that portion of the Building Site from which same are removed, restored to its original condition or to such condition as is otherwise required by this Declaration.

6. FAA Regulations.

All construction must comply with Federal Airport Authority regulations.

E. Submission Requirements For Plan Submission.

The Site Development Plan shall include:

- Parcel boundaries;
- North Arrow;
- Graphic scale;
- Existing topography at one- foot contour intervals;
- Proposed building locations, identities, drawings and square footages;
- Locations of walls and fences;
- Location of screening or buffering and type;
- Parking location, arrangement, aisles, number or spaces;
- Driveways, entrances, and exits;
- Grading plan (proposed topography and drainage courses);
- Streets (Right of Way, pavement widths) if any proposed;
- Sidewalk and paths;
- Existing and proposed utilities;
- Existing and proposed easements;

Landscaped areas outlined with general description
Type of plant materials and irrigation system proposed;
Drainage Plans as required by the City Engineer; and
Traffic Plans or Study, if deemed necessary by the City Engineer.

F. Design Standards for Specific Land Use Categories

1. Industrial - General

A. Land Use: Most common light industrial and manufacturing activities permitted in the City of Hobbs Industrial Air Park. As applicable, the City of Hobbs HIAP Industrial Park may specify additional parameters. The following uses are permitted, including but not limited to the following:

Oil Field Services; Assembly of Electronic or Mechanical Parts and Equipment; Electrical Construction and Electrical Service Facilities; Fabrication Shop; Freighthouse or Truck Terminal; Warehouse; Laboratory; Manufacturing of Consumer Goods to include but not be limited to appliances, garments, and similar products; furniture manufacturing, including finishing of furniture products; packaging of consumer goods as follows, but not limited to food products, cosmetics, pharmaceuticals, toiletries, etc.; processing and manufacture of food products to include bakery goods, candy, beverages, etc.; storage of products including but not limited to merchandise, domestic goods, raw materials, etc.; warehousing or wholesale distribution of goods; metal work and machine shops; heavy equipment sales, service and repair; telecommunications towers and structure, except that these shall only be located within areas that do not conflict with Airport Zoning Regulations and for on-site communication use only – no rental tower facilities are allowed; newspaper, printing shop and distribution of printed materials; sign construction and sales; and plant nursery; and all other types of light industry and warehousing.

Commercial uses may be allowed by the Board, however, each industrial parcel and activity may contain up to twenty percent (20%) of the gross floor area of the building to be used for associated commercial purposes to the specific industrial use. These uses could include, but are not limited to a sales office; factory outlet store; commercial sales of products manufactured or housed on the industrial site.

Residential uses are not permitted. All other uses or activities not specifically listed herein must be approved by the Board.

THE CITY OF HOBBS

Gary Don Reagan
MAYOR GARY DON REAGAN

ATTEST:

APPROVED AS TO FORM:

JAN Fletcher
JAN FLETCHER, City Clerk

Mike H. Stone
Mike H. Stone, City Attorney

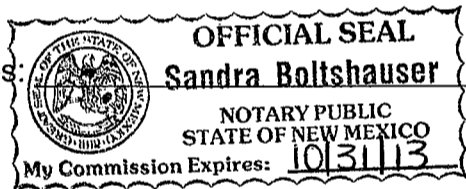
STATE OF NEW MEXICO)
(SS.
COUNTY OF LEA)

The foregoing instrument was acknowledged before me on this day of July 11, 2011, by Gary Don Reagan, as Mayor, of the City of Hobbs, to me personally known, who being by me duly sworn did say that he is the duly elected Mayor and signing officer of the City of Hobbs, and that said instrument was signed on behalf of said City, and Gary Don Reagan acknowledged said instrument, and acknowledged that he executed the same as his free act and deed and on behalf of the City.

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

Notary Public Sandra Boltshauser

My Commission Expires:



STATE OF NEW MEXICO
COUNTY OF LEA
FILED

SEP 21 2011

at 10:48 o'clock A M
and recorded in Book _____
Page _____
Pat Chappelle, Lea County Clerk
By CS Deputy



35256

EXHIBIT 3

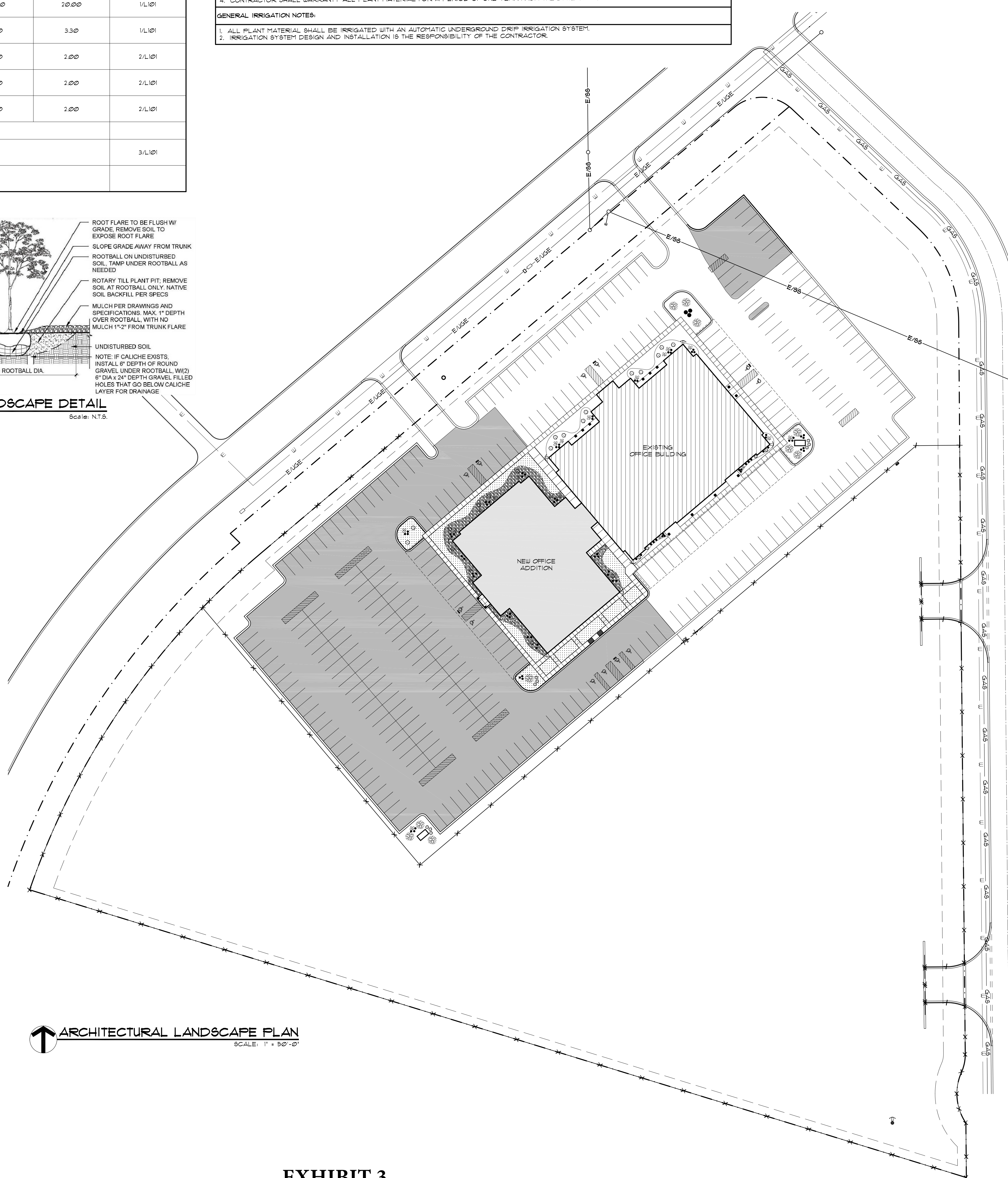
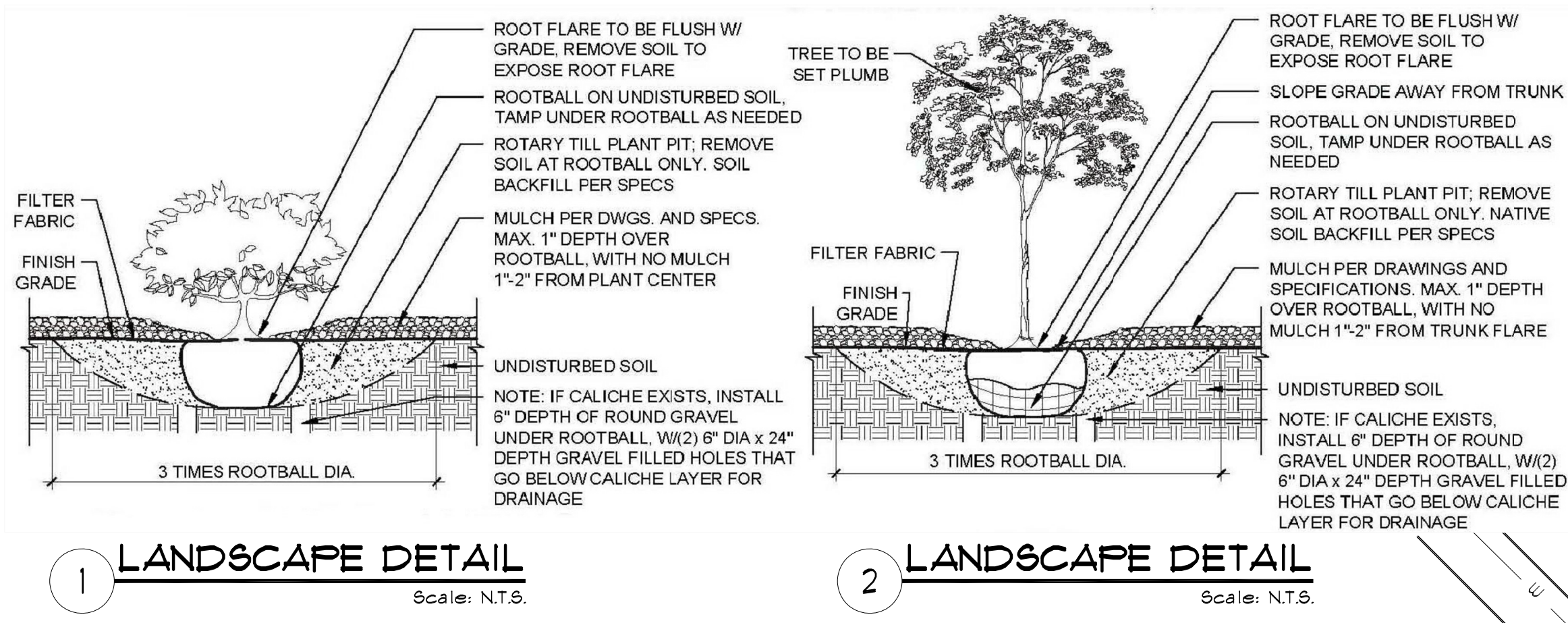
LANDSCAPE LEGEND							
SYMBOL	ESTIMATED QUANTITY	COMMON NAME	BOTANICAL NAME	INSTALLED SIZE	HEIGHT	WIDTH	TYPICAL DETAIL
	10	AUSTREE WILLOW	SALIX MATSUDANA	24" BOX	20.00	20.00	1/L101
	12	WASHINGTON HAWTHORN	CRATAEGUS PHAENOPYRUM	24" BOX	7.00	3.30	1/L101
	19	BLUE MIST	CARYOPTERIS CLANDONENSIS	5 GALLON	2.00	2.00	2/L101
	13	FERNBUSH	CHAMAEBATIARIA MILLEFOLIUM	5 GALLON	2.00	2.00	2/L101
	54	KARL FORESTER REED GRASS	CALAMAGROSTIS ACUTIFLORA	5 GALLON	2.00	2.00	2/L101
SYMBOL	ESTIMATED QUANTITY	DESCRIPTION					TYPICAL DETAIL
	5,955 SF	ARTIFICIAL TURF					3/L101
	4,475 SF	1 1/2" GRANITE ROCK MULCH, 3" DEPTH OVER FILTER FABRIC, COLOR: RED SUPPLIED BY: SOUTHEAST RED-MIX, (515)-885-2181					

GENERAL NOTES:

- CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION ACTIVITY.
- ALL LANDSCAPE BEDS SHALL USE SPECIFIED MULCH AND FABRIC UNLESS OTHERWISE NOTED.
- SOIL AMENDMENTS SHALL BE USED FOR BACKFILLING ALL PLANTING PITS.
- CONTRACTOR SHALL WARRANTY ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION.

GENERAL IRRIGATION NOTES:

- ALL PLANT MATERIAL SHALL BE IRRIGATED WITH AN AUTOMATIC UNDERGROUND DRIP IRRIGATION SYSTEM.
- IRRIGATION SYSTEM DESIGN AND INSTALLATION IS THE RESPONSIBILITY OF THE CONTRACTOR.



KEYED NOTES	
NOTE: CONTRACTOR AND SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR WORK SHOWN ON ALL SHEETS OF CONSTRUCTION DOCUMENTS, INCLUDING WORK SHOWN ON SHEETS THAT ARE NOT CONTAINED WITHIN THE SUBCONTRACTOR'S SPECIFIED SECTION.	
NOTE: ALL KEYED NOTES MAY NOT APPLY TO THIS SHEET.	
1	EXISTING CONCRETE APPROACH TO REMAIN.
2	2" ASPHALT PAVING ON 6" BASE COURSE AT 95% COMPACTION.
3	4" THICK CONCRETE SIDEWALK W/6x6 1.4/1.4 W/UM ON COMPACTED SUBGRADE.
4	CONCRETE CURB AND GUTTER, SEE DETAIL 6/C101.
5	REMOVE AND DISPOSE OF EXISTING CONCRETE CURBING SIDEWALK AND PAVING AS REQUIRED FOR NEW WORK.
6	NEW LANDSCAPING, SEE SHEET L-101.
7	6'-0" TALL SECURITY CHAINLINK FENCE WITH THREE STRAND BARBED WIRE TOP INCLUDING BRACKETS. SEE DETAIL 4/C101.
8	EMERGENCY GENERATOR, SEE ELECTRICAL SITE PLAN FOR SPECIFICATIONS.
9	REMOVE EXISTING FENCING AND SALVAGE TO OWNER.
10	REMOVE EXISTING LANDSCAPING AS REQUIRED, PROTECT AND SALVAGE TO OWNER.
11	REMOVE EXISTING DOOR/WINDOW INCLUDING ANCHORS AND WALL AS REQUIRED FOR NEW LAYOUT.
12	REMOVE EXISTING PORCH, INCLUDING STRUCTURE, FOUNDATIONS AND FINISHES AS REQUIRED.
13	EXTERIOR WALL: 2x6 STUDS AT 16" O.C. WITH CLOSED CELL FOAM INSULATION BETWEEN STUDS.
14	INTERIOR WALL: 2x4 STUDS AT 16" O.C. W/R-13 SOUND BATT INSULATION BETWEEN STUDS AT WALLS DESIGNATED BY DASHED LINE.
15	PLUMBING WALL: 2x6 STUDS AT 16" W/5/8" TILE BACKER BOARD.
16	1" SOLID PLASTIC TOILET PARTITION, SOLID HDPE BLACK, BY SCRANTON.
17	SOLID SURFACE COUNTERTOPS AND BACKSPLASH, COLOR SELECTED BY OWNER. 2CM WITH 3CM SQUARE BEASED EDGE.
18	3" PLYWOOD BASE/UPPER CABINETS WITH PLASTIC LAMINATE FINISH.
19	1/8" FIBERGLASS TEXTURED FRP COMPLETE WITH TRIM, CAULK CONT. TO WALL AND FLOOR, COLOR: WHITE.
20	WASH BASIN BY BRADLEY, SEE PLUMBING SHEETS FOR INFORMATION.
21	WALL BASE AS SCHEDULED.
22	2x2 LAY-IN CEILING SUSPEND GRID FROM STRUCTURE W/2 GA. WIRE, ARMSTRONG DUNE SQUARE EDGE 15/16 WHITE GRID.
23	5/8" TYPE 'X' GYP. BD. CEILING AND WALL FINISH AT HEADER T.B.T.F.
24	26 GA. COLORCLAD STANDING BEAM ROOF PANELS ON (2) LAYERS OF VAPOR BARRIER, SEE STRUCTURAL FOR DECKING REQUIREMENTS. MCCI COLOR: BURNISHED SLATE.
25	PRECAST STONE COLUMN BASE PANELS BY NORTH AMERICAN STONE COMPANY OR EQUAL, COLOR: NATURAL LIMESTONE.
26	PRECAST STONE WINDOW SURROUND AND SILL BY NORTH AMERICAN STONE COMPANY OR EQUAL, COLOR: NATURAL LIMESTONE.
27	PRECAST STONE WATER TABLE BY NORTH AMERICAN STONE COMPANY OR EQUAL, COLOR: NATURAL LIMESTONE.
28	MASONRY BRICK VENEER W/STRAP TIES AT EVERY 16" VERTICALLY AND 32" O.C. HORIZONTALLY W/1" AIR SPACE. PROVIDE (2) LAYERS OF VAPOR BARRIER ON SHEATHING, ACME BRICK COLOR: CINNAMON BROWN.
29	26 GA. COLORCLAD FASCIA TRIM, MATCH ROOF COLOR.
30	SPRAYED INSULATION ADHERED TO THE BOTTOM OF THE DECK, INSTALL R-38 EQUIVALENT.
31	26 GA. COLORCLAD RIDGE CAP, MATCH ROOF COLOR.
32	STAINED OAK WINDOW SILL AND TRIM.
33	PRECAST STONE COLUMN CAP PANELS BY NORTH AMERICAN STONE COMPANY OR EQUAL, COLOR: NATURAL LIMESTONE.
34	3/4" WOOD BRICK TRIM - PAINT COLOR SELECTED BY OWNER.
35	OPERABLE PARTITION: MODERNFOLD ENCORE-AUTOMATED PANEL #30 TRACK 250 WITH STC 56.
36	PRE-ENGINEERED WOOD TRUSS, SEE STRUCTURAL DRAWINGS.
37	26 GA. COLORCLAD SOFFIT PANEL, MCCI ARTISAN SERIES, MATCH ROOF COLOR.
38	1 1/2" HAT CHANNEL AT 16" O.C. ANG. TO EXISTING WALL FRAMING, INSTALL 3/8" TYPE 'X' GYP. BD. T.B.T.F.
39	REMOVE EXISTING BRICK VENEER INCLUDING ANCHORS, PREP WALL SHEATHING FOR NEW FINISH.
40	INFILL EXISTING OPENING WITH FRAMING AND FINISH WITH 3/8" GYP. BD. T.B.T.F. BLEND AND PAINT ENTIRE WALL.
41	6" 26 GA. COLORCLAD GUTTER AND DOWNSPOUTS, PROVIDE (3) TIE ANCHORS AT EACH DOWNSPOUT.
42	4" PAINTED STRIPING MATCH EXISTING PARKING LOT.
43	6"x6"x12" HSS PARKING STRUCTURE COLUMN, PRIME AND PAINT - TYPE.
44	ROOF FURLINS: SEE STRUCTURAL DRAWINGS.
45	38" T.V. MONITOR, PROVIDE 2x BLOCKING AS PER MOUNT MFG. SPECIFICATIONS. SEE ELECTRICAL DRAWINGS FOR REQUIRED CONNECTIONS.
46	FULL HEIGHT MARKER BOARD FINISH ON (2) PANELS OF THE OPERABLE PARTITION BY MFG.
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This document and the ideas and designs incorporated herein, is an instrument of professional service and is the property of MPR Architects, Inc. It is not to be used, in whole or in part, for any other project without the written authorization of MPR Architects, Inc.

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 SUITE B
 HOBBS, NM 88240
 FAX: 575.434.4777
 www.mpr.com

ADDITION TO THE DISTRICT OFFICE BUILDING FOR MEWBOURNE OIL COMPANY
 4801 BUSINESS PARK BLVD.

NO.	DATE	DESCRIPTION
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PROJECT NO: 24-104
 DRAWN BY: LAR
 CHECKED BY: BEN
 APPROVED BY: BEN

SHEET TITLE: **L101**
LANDSCAPE PLAN
 SHEET 6 OF 17