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

Monday, July 6, 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 15, 2026, Regular Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

2. Proclamation Proclaiming the Month of July 2026, as "PARKS AND RECREATION MONTH" in the City of Hobbs (*Jonathan Sena, Mayor*)

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

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

3. Consideration of Approval of Professional Services Agreement with the Friends of the Hobbs Public Library (*Nichole Lawless, Library Director*)

4. Resolution No. 7791 - Authorizing the Mayor to Make Appointments to the City of Hobbs Advisory Boards (*Jonathan Sena, Mayor*)

5. Resolution No. 7792 - Authorizing the City Manager to Execute a Memorandum of Understanding Between the New Mexico Self-Insurers' Fund and the City of Hobbs to Replace Roofs for the Motor Vehicle Department and the Prairie Haven Memorial Park Chapel (*Shelia Baker, General Services Director*)

6. Resolution No. 7793 - Requesting to Rescind a Request for Publication Regarding Ordinance Amending Sections 6.05.020, 6.05.040, 6.05.050, and 6.05.060 of the Hobbs Municipal Code. (*Amber Leija, Assistant City Attorney*)

DISCUSSION

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

7. FINAL ADOPTION: Ordinance No. 1170 - 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*)

8. Resolution No. 7794 - Approving a Resolution Increasing Fees at Rockwind Community Links Golf Course FY27 (*Doug McDaniel, Recreation Director*)

9. PUBLIC HEARING: Resolution No. 7795 - Regarding the Transfer of Ownership of Liquor License No. DIS-001240 of Cattle Baron Restaurants Located at 1930 North Grimes, Hobbs, New Mexico (*Ayana Estrada, Deputy City Attorney*)

10. PUBLICATION — Proposed Ordinance Amending Chapter 2.32 of the Hobbs Municipal Code Relating to the Planning Board (*Ayana Estrada, Deputy City Attorney*)

11. PUBLICATION — Proposed Ordinance Amending Chapter 2.36 of the Hobbs Municipal Code Relating to the Library Board (*Ayana Estrada, Deputy City Attorney*)

12. PUBLICATION — Proposed Ordinance Amending Chapter 2.40 of the Hobbs Municipal Code Relating to the Utilities Board (*Ayana Estrada, Deputy City Attorney*)

13. PUBLICATION — Proposed Ordinance Amending Chapter 2.20 of the Hobbs Municipal Code Relating to the Veterans Advisory Board (*Ayana Estrada, Deputy City Attorney*)

14. PUBLICATION — Proposed Ordinance Amending Section 3.08.130 of the Hobbs Municipal Code Relating to the Lodgers' Tax Advisory Board (*Ayana Estrada, Deputy City Attorney*)

15. PUBLICATION — Proposed Ordinance Amending Chapter 2.28 of the Hobbs Municipal Code Relating to the Community Affairs Board (*Ayana Estrada, Deputy City Attorney*)

16. PUBLICATION — Proposed Ordinance Amending Chapter 2.20 of the Hobbs Municipal Code Relating to the Cemetery Board (*Ayana Estrada, Deputy City Attorney*)

17. Resolution No. 7796 - Authorizing the Mayor to Execute a Grant Agreement with the JF Maddox Foundation for the Redesign and Renovation of the Lovington Highway Trail Landscape (*Ayana Estrada, Deputy City Attorney*)

18. Consideration of Approval of Bid No. 1626-26 for Mill and Overlay of Marland Blvd. and Recommendation to Accept Bid from Constructors, Inc., in the Amount of $2,187,640. (*Shelia Baker, General Services Director*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

19. Next Meeting Dates:

    City Commission Regular Meetings

    - 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:
July 6, 2026

SUBJECT:	Minutes of the June 15, 2026, Regular Meeting
DEPT OF ORIGIN:	City Clerk
DATE SUBMITTED:	6/18/2026
SUBMITTED BY:	Jan Fletcher, City Clerk

Summary:
Minutes of the regular Commission meeting held on June 15, 2026.

Fiscal Impact:

N/A

Attachments:

June 15, 2026 - Minutes

Recommendation:

Motion to approve the minutes.

Approved By:

Jan Fletcher, City Clerk	06/25/2026
Manny Gomez, City Manager	06/26/2026

Minutes of the regular meeting of the Hobbs City Commission held on Monday, June 15, 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
Commissioner Chris Mills
Commissioner Larron B. Fields
Commissioner Joseph D. Calderón
Commissioner Dwayne Penick (absent)
Commissioner Don Gerth

Also present:
Manny Gomez, City Manager
Todd Randall, Assistant City Manager
Medjine Desrosiers-Douyon, Deputy City Attorney
Ayana Estrada, Deputy City Attorney
Amber Leija, Assistant City Attorney
Mark Doporto, Fire Chief
Adam Marinovich, Deputy Fire Chief
Shawn Williams, Fire Marshal
Jessica Silva, Code Enforcement Superintendent
Bryan Wagner, Parks and Open Spaces Director
Lou Maldonado, Parks and Open Spaces Superintendent
Matt Hughes, Rockwind Superintendent
Ben Kirkes, Rockwind Golf Pro Manager
Chad Littlejohn, Marketing 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
Selena Estrada, Risk Management
Deborah Corral, Acting Finance Director
Jan Fletcher, City Clerk
Rose Galavez, Deputy City Clerk
Alyxandra Salas, Assistant Deputy City Clerk
14 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Calderón moved the minutes of the regular meeting of June 1, 2026, be approved as written. Commissioner Mills seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Sena yes. The motion carried.

Proclamations and Awards of Merit

Mayor Sena proclaimed Friday, June 19, 2026, as "JUNETEENTH NATIONAL INDEPENDENCE DAY" in the City of Hobbs. In recognition of this important occasion, Mayor Sena encouraged all residents to honor the legacy of Juneteenth by reflecting on our shared history, engaging in meaningful dialogue, celebrating Black culture and achievements, and working together to build a more just, inclusive, and united community.

Mr. Byron Marshall accepted the proclamation and expressed his appreciation for the City's support of the Juneteenth Celebration. He reminded the community that while Juneteenth recognizes and celebrates Black culture, history, and achievements, it is an American holiday that commemorates freedom and should be embraced by all. He also provided information about the weekend's planned events, including children's activities at the park, food vendors, and a comedy show at Zia Park Casino. He encouraged community participation and noted that the forecast called for pleasant weather, making it an ideal weekend for celebration and fellowship.

Mr. Manny Gomez, City Manager, recognized the following employees for their Milestone Service Awards for the month of June, 2026:

- 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

Mr. Gomez thanked the Commission for the opportunity to recognize the employees of the organization. He expressed gratitude to each employee for their hard work and also thanked the employees' families for their support and contributions to the organization.

Mayor Sena presented a special recognition to Mr. Manny Gomez for his 10-year re-hire anniversary with the City of Hobbs. He highlighted Mr. Gomez's distinguished public service career, noting his retirement as Hobbs Fire Chief in 2013, his return to the City in 2016, and his appointment as Acting City Manager and later City Manager in 2021. Mayor Sena commended Mr. Gomez for his integrity, steady leadership, and dedication to excellence, emphasizing his role in fostering accountability, collaboration, employee development, and organizational improvement. He also recognized Mr. Gomez's leadership during challenging times, his contributions to strategic planning and innovation, and his commitment to serving the community. Mayor Sena expressed the City's gratitude for Mr. Gomez's vision, leadership, and lasting impact on the City of Hobbs.

Public Comments

Mr. Dean Jackson, Lea County Commissioner, proposed organizing a three-day festival in conjunction with next year's Fourth of July Celebration. He outlined preliminary plans for the event, which would include a large concert stage and a variety of food vendors. Commissioner Jackson emphasized public safety would be a top priority, noting law enforcement personnel and all necessary safety measures would be in place to ensure a secure environment for attendees. He also shared he would have liked to have hosted a similar event this year in recognition of America's 250th anniversary; however, due to timing and planning considerations, the festival is being targeted for next year.

Mr. Richard Sanchez, Executive Director of Hobbs Habitat for Humanity, expressed his gratitude to the Commission, the City of Hobbs, and Mr. Todd Randall, Assistant City Manager, for their support in securing a recent $900,000.00 grant from the State of New Mexico. Mr. Sanchez stated the Cabinet Secretary spoke highly of Mr. Randall and highlighted his strategic plan as a model for other communities seeking similar funding opportunities. He emphasized that Mr. Randall's leadership and dedication have been instrumental in making the development of new homes possible and stated his efforts are greatly appreciated.

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. 7782 - Authorizing the Mayor to Make Appointments to the City of Hobbs Advisory Boards

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
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

Commissioner Mills seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Calderón yes, Fields 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

Review of Current and Proposed Fees for Rockwind Community Links Golf Course

Mr. Doug McDaniel, Recreation Director, presented a PowerPoint presentation outlining the proposed fee adjustments for Rockwind Golf Course. The presentation included a fee survey comparing golf course rates across New Mexico and Texas, a review of Rockwind's current fees, and the proposed fee structure. He also discussed current and proposed golf cart fees, weekend green fees, and the historical expenditures, revenues, and subsidies associated with Rockwind Community Links. Mr. McDaniel stated Rockwind's financial performance has been similar to that of the CORE, particularly regarding expenditures, revenues, and interfund transfers. He explained the proposed fee increases are projected to generate approximately $534,000.00 in additional annual revenue. Additionally, Mr. McDaniel presented a snapshot of the Rockwind Revenue Report, which includes revenue generated from merchandise sales such as golf balls, shirts, clubs, shoes, and other retail items. He reviewed the proposed rates for veterans and active military personnel, seniors, adaptive golfers, and junior golfers, as well as several other fee adjustments.

Mr. Ben Kirkes, Rockwind Golf Professional, stated he has played nearly every golf course included in the comparison survey and, in his opinion, there is none which compare to Rockwind. He stated Rockwind is significantly superior to many of the surveyed courses, yet those courses are charging higher rates than Rockwind.

In response to an inquiry from Commissioner Fields regarding the age classification for junior golfers, Mr. Kirkes stated junior rates apply to golfers aged 17 and under.

In response to Commissioner Fields' question regarding the value of the Senior Frequent Player Card, Mr. McDaniel provided an example based on his own golfing habits. He explained that paying standard membership rates for approximately 60 rounds of golf would cost about $1,380.00 annually. By purchasing three Senior 20-Round Cards, totaling approximately $1,020.00, a golfer could realize a savings of nearly $360.00.

In response to Commissioner Fields' inquiry regarding tournaments, Mr. Kirkes reported Rockwind has hosted 31 tournaments during the current year.

Mayor Sena recalled discussions from his time as a Lea County Commissioner regarding the possibility of relocating the golf course. He stated local golfers opposed the move and instead advocated for improvements to the existing facility. Their vision was to develop Rockwind into a premier golf course, and Mayor Sena remarked that it has since become one of the finest golf courses in the region.

Mayor Sena requested an action item be placed on the next Commission meeting agenda to vote on the proposed fee increase.

Action Items

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

Mr. Nicholas Goulet, Human Resources Director, explained the proposed Amended Employment Agreement for Manny Gomez, City Manager. He stated the amended employment agreement does not adjust or increase the City Manager’s annual base salary but instead updates provisions within the existing agreement. Mr. Goulet stated a salary compression issue emerged upon hiring the Assistant City Manager, resulting in less than a 5% difference between the salaries of the Assistant City Manager and the City Manager. He stated while the Assistant City Manager is eligible for longevity pay, Mr. Gomez is not eligible for this benefit due to the gap between his initial retirement and subsequent rehire in 2016. Mr. Goulet stated the proposed resolution would amend the following four sections of his agreement:

- Section 7(b) – Simplifies the language regarding the timing of the annual performance review.
- Section 7(m) – Increases the annual retention incentive from 5% to 10% percent of the City Manager’s base salary.
- Section 7(n) – Adds a reimbursable clothing allowance of $7,500.00 annually.
- Section 10(b) – Extends the severance period from 90 days to six (6) months and allows the City Manager to retain employer-paid health insurance coverage during that period.

Mr. Goulet reiterated the amended employment agreement does not increase the City Manager’s annual base salary. He reported the proposed amendments would result in a recurring annual cost of approximately $261,498.66, representing an annual increase of $26,107.14. Additionally, extending the severance period from 90 days to 180 days would increase the projected severance cost to approximately $137,661.00, an increase of $70,640.49.

Mayor Sena expressed his appreciation for City Manager Manny Gomez, stating he has done an exceptional job serving the City of Hobbs. He stated Mr. Gomez continues to work diligently on behalf of the community, particularly through the budget process and other important City initiatives. Mayor Sena stated he is honored and grateful to have Mr. Gomez as an integral part of the City's leadership team.

There being no discussion, Commissioner Smith moved to approve Resolution No. 7785 as presented. Commissioner Mills seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Sena yes. The motion carried. A copy of the resolution and supporting documentation are attached.

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

Ms. Amber Leija, Assistant City Attorney, explained the proposed resolution and stated the condemnation process for the property began in May of this year. Notices were sent to the property owners requesting the property be cleaned and brought into compliance with code requirements; however, no response has been received. Ms. Leija explained the property is in dire need of repair and that the structure located at 521 East Marland is ruined, damaged, dilapidated, and constitutes a threat to public comfort, health, and safety. Ms. Leija further reported that Ms. Jessica Silva, Community Services Superintendent, had driven by the property earlier in the day and observed the owners had begun boarding up the structure. However, the property remains littered with trash, and no communication has been received from the property owners regarding corrective actions.

Mayor Sena commented he has observed the property and it is in horrible condition. He stated he has passed by the property numerous times on his way to work and described the conditions as among the worst he has seen, emphasizing the severity of the property's deterioration and overall state.

There being no further discussion, Commissioner Smith moved to approve Resolution No. 7786 as presented. Commissioner Calderón seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Sena yes. The motion carried. A copy of the resolution and supporting documentation are attached.

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

Ms. Amber Leija, Assistant City Attorney, stated on November 2, 2009, the City Commission adopted Ordinance No. 1024, commonly referred to as the Dangerous Dog Ordinance. This ordinance added Section 6.05.020 to the Hobbs Municipal Code, establishing procedures for the seizure and disposition of dangerous and potentially dangerous animals. Sections 6.05.040, 6.05.050, and 6.05.060 further outline the requirements for seizure procedures, handling requirements, and prohibited acts related to dangerous or potentially dangerous dogs.

Ms. Leija explained the proposed amendments would establish minimum kennel-size requirements, codify fee amounts that are already being assessed, and update existing procedures. If approved, the City Attorney’s Office would request the City Commission formally update the fee schedule within the Hobbs Municipal Code.

In response to an inquiry from Commissioner Mills regarding admissions and whether an admission form would be used before a Judge, Ms. Silva explained the process would occur before an officer. She stated the officer would review the form with the individual line by line to ensure the person understands all requirements before signing.

Commissioner Mills expressed concern the terminology used in the form could be confusing because the terms “potentially dangerous” and “dangerous” are addressed together. He suggested two classifications might be easier to understand if they were separated within the ordinance.

Ms. Leija explained the petition for the seizure of a dog is the same for both potentially dangerous and dangerous dogs. She stated the primary distinction lies in the registration and handling requirements, which are identified in the title of the applicable document to indicate the classification assigned to the dog.

Commissioner Mills further commented it appeared a dog classified as dangerous would be required to have a larger enclosure than a human being considered dangerous.

There being no further discussion, Commissioner Calderón moved to approve publication of the proposed ordinance amending Sections 6.05.020, 6.05.040, 6.05.050, and 6.05.060 of the Hobbs Municipal Code regarding animals for adoption at a later date. Commissioner Fields seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Sena yes. The motion carried. A copy of the proposed ordinance is attached.

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

Commissioner Mills temporarily recused himself and left the meeting room due to a conflict of interest as his wife serves as President of the Board of Directors of the Boys and Girls Club of Hobbs.

Mr. Doug McDaniel, Recreation Director, explained the resolution and stated the City of Hobbs and the Boys and Girls Club of Hobbs wish to continue their partnership through a Professional Services Agreement. He stated the Club possesses the technical expertise and professional capacity necessary to operate programs that benefit the residents of Hobbs. Under the proposed agreement, the Boys and Girls Club is required to employ eight staff members, along with one additional staff member dedicated to serving individuals with special needs. An additional staff member may also be hired as attendance levels warrant. The City’s annual contribution under the agreement will be $110,000.00.

There being no discussion, Commissioner Fields moved to approve Resolution No. 7787 as presented. Commissioner Calderón seconded the motion and roll call vote was recorded as follows: Smith yes, Mills abstain, Fields yes, Calderón yes, Gerth yes, Sena yes. The motion carried. A copy of the resolution and supporting documentation are attached.

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

Commissioner Smith temporarily recused himself and left the meeting due to a conflict of interest as he serves on the Board of Directors of the University of the Southwest and his wife is employed by the University.

Mr. Doug McDaniel, Recreation Director, introduced Ms. Mary Puccio, Senior Center Director, and stated she is the subject matter expert available to answer any questions on the topic. Mr. McDaniel explained the proposed resolution would authorize the Mayor and City Manager to execute a Memorandum of Understanding with the University of the Southwest outlining the responsibilities and terms associated with the use of the University's kitchen facilities for the preparation of meals for the Senior Center. He further noted the funding source for the agreement had changed for the current fiscal year and requested that Ms. Puccio provide additional details.

Ms. Puccio explained that, in previous years, a grant had funded the fee associated with the use of the University of the Southwest's kitchen facilities. However, that grant is no longer available, and the fee will now be paid from the Senior Center's Professional Services budget. She stated the Memorandum of Understanding establishes a monthly usage fee of $1,500.00 resulting in an annual cost of $18,000.00.

There being no discussion, Commissioner Gerth moved to approve Resolution No. 7788 as presented. Commissioner Calderón seconded the motion and roll call vote was recorded as follows: Smith abstain, Mills yes, Fields yes, Calderón yes, Gerth yes, Sena yes. The motion carried. A copy of the resolution and supporting documentation are attached.

<u>Resolution No. 7789 - Establishing the Special Event Permit Application and Fees for Special Events at the HIAP Runway and Tarmac</u>

Mr. Doug McDaniel, Recreation Director, presented a proposed Special Events Permit Application for large-scale events to be held on the Hobbs Industrial Air Park (HIAP) runway and tarmac. He stated the City Commission had previously approved fees for publicly organized special events held at City facilities and noted that 104 such events have been conducted at various City of Hobbs facilities during 2025. Mr. McDaniel emphasized the community benefits associated with hosting large special events. He explained that revisions have been made to the proposed application in response to feedback received from discussion with the City Commission at its last meeting. The revisions addressed the following areas:

- Insurance coverage limits;
- Fees;
- Deposits;
- Scheduling agreements; and
- Event approval procedures

Mr. McDaniel stated approval of the resolution would establish a formal process and fee structure for organizers seeking to conduct large special events at the HIAP runway and tarmac, which have not previously been subject to an approved permitting process.

In response to an inquiry from Commissioner Gerth regarding the demand for such events, Mr. McDaniel confirmed requests have been received and noted that similar events have been held in the past. He stated the proposed process would provide a structured approval mechanism for future large-scale events.

Commissioner Mills expressed support for the proposal and encouraged the City to be proactive in attracting and hosting events and concerts. He noted the City's Fourth of July celebration is one of its most successful events and encouraged the Commission to consider other opportunities which would enhance the quality of life in Hobbs. Commissioner Mills stated pursuing larger-scale events and partnerships, including those involving private investment, would benefit the community.

Commissioner Fields expressed enthusiasm for the proposal and the potential to bring additional activities and entertainment opportunities to Hobbs. He also noted the anticipated completion of the Lea County Event Center and the opportunities for coordination between the facilities.

There being no discussion, Commissioner Calderón moved to approve Resolution No. 7789 as presented. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Sena yes. The motion carried. A copy of the resolution and supporting documentation are attached.

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

Mr. Angel Lopez Zamora, Planning Project Manager, stated this item is a continuation of the discussion held at the June 1, 2026, City Commission meeting regarding the development of the 2028–2032 Infrastructure Capital Improvement Plan (ICIP). At that meeting, the City Commission requested the top five projects for inclusion in the ICIP be identified from the projects recommended by the City of Hobbs Planning Board. Mr. Zamora stated each Commissioner and the Mayor were asked to rank the recommended projects on a scale of 1 through 10, with 1 representing the highest priority. The rankings were submitted and compiled using a ranking calculation matrix to determine the final project priorities. He presented the results to the Commission in the form as follows:

1. Street Improvements
2. Joe Harvey Boulevard Improvements
3. Drainage Master Plan and Improvements
4. West Bender Widening Project and Drainage
5. West College Lane Realignments.

Mr. Zamora stated the resolution would be submitted to the New Mexico Department of Finance and Administration by July 11, 2026.

There being no further discussion, Commissioner Calderón moved to approve Resolution No. 7790 as presented. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Sena yes. The motion carried. A copy of the resolution and supporting documentation are attached.

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.

Commissioner Mills temporarily recused himself and left the meeting due to a possible conflict of interest as his wife is employed by Mewbourne Oil Company.

Mr. Todd Randall, Assistant City Manager, stated that representatives from Mewbourne Oil Company's legal team were present and available to answer questions. He explained the proposed ordinance and stated Mewbourne Oil Company is requesting 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 $1,210,000.00, and the proposed purchase price was equal to the appraised fair market value.

Mr. Randall reviewed the key terms of the proposed Real Estate Purchase Agreement, which included:

- Reimbursement to the City of $4,000 for the appraisal.
- Payment by the purchaser of all replat, title, closing, recording, and transaction costs.
- No requirement for immediate development of the property due to the purchaser's existing industrial operations and investment within the Airpark.
- Retention by the City of a repurchase option at the original purchase price.
- Expiration of the repurchase option upon qualifying private investment on the property equal to four times the purchase price, after ten years, or upon release by the City Commission.

Mr. Randall further stated Mewbourne Oil Company anticipated future expansion due to its growing workforce and that maintaining its operations within the existing Airpark campus was the company's preferred approach for expansion in Hobbs. The Planning Board has reviewed the request and recommended approval.

There being no discussion, Commissioner Calderón moved to publish notice of intent to adopt an ordinance authorizing the sale of approximately 21.75 acres to Mewbourne Oil Company as presented. Commissioner Fields seconded the motion and roll call vote was recorded as follows: Smith yes, Mills abstain, Fields yes, Calderón yes, Gerth yes, Sena yes. The motion carried. A copy of the resolution and supporting documentation are attached.

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

Commissioner Fields expressed his appreciation to the Parks and Open Spaces Department for its efforts in spraying weeds along the corridors within his district. He specifically recognized Mr. Bryan Wagner, Director of Parks and Open Spaces, and the department staff for their hard work and dedication.

Commissioner Fields also recognized Ms. Marina Barrientes, Acting Deputy Police Chief of the Hobbs Police Department, commending her for her hard work and leadership in her acting role and for successfully managing all of the responsibilities. In addition, he thanked Mr. Gomez for his continued hard work and service.

Commissioner Fields commented he has received requests from constituents for the installation of restroom facilities at Charlie Brown Park. While acknowledging concerns regarding vandalism, he stated a restroom facility is needed at the park to better serve visitors and park users.

Mayor Sena expressed his appreciation to Mr. Gomez for his hard work, dedication, and compassion in serving the community.

Mr. Gomez thanked the Mayor and Commissioners for their kind remarks regarding his performance evaluation. He stated his success and continued service to the City of Hobbs would not be possible without the dedication and support of the outstanding staff throughout the organization.

Mr. Gomez announced City offices would be closed on Friday, June 19, 2026, in observance of the Juneteenth Holiday. He also advised the Hobbs Animal Clinic would host a pet vaccination clinic on Saturday, June 20, 2026, from 9:00 a.m. to 1:00 p.m. Vaccinations would include rabies, distemper, and parvovirus immunizations.

Mr. Gomez provided information regarding the City of Hobbs Fourth of July celebration, scheduled for Saturday, July 4, 2026. He stated the event would coincide with the nation's 250th anniversary celebration. Activities will begin at 4:00 p.m. and include water slides, games, and vendors. Live entertainment is scheduled to begin at 7:30 p.m., featuring multiple bands, including a group from Dallas. The fireworks display is scheduled to begin at 10:00 p.m. Mr. Gomez expressed his appreciation to Mr. Doug McDaniel, Recreation Director, his staff, and the event committee for their efforts in organizing the celebration. He also noted a designated fireworks safe zone would be implemented this year in coordination with the Hobbs Fire Department.

In closing, Mr. Gomez commented on the recent rainfall received in the area and noted while the moisture has been beneficial, it has also contributed to increased weed growth, which remains a concern for the community, but it will also allow for a safer Fourth of July.

ADJOURNMENT

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

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Office of the Mayor

Hobbs, New Mexico

PROCLAMATION

WHEREAS, each July the National Recreation and Parks Association celebrates Park and Recreation Month to recognize the vital role that parks, recreation facilities, and programs play in enhancing the quality of life for residents across the nation and in our communities; and

WHEREAS, this year Parks and Recreation Month highlights "**The Power Of"** Parks and Recreation and the people who make it possible. Parks and Recreation brings us together, strengthens our health and well-being, and builds more resilient, connected communities.

WHEREAS, Parks and Recreation provide powerful spaces where relationships are built, cultures are shared, and communities come together, while programs, playgrounds, and youth sports foster creativity, learning, personal growth, and lifelong learning; and

WHEREAS, Parks and Recreation programs contribute significantly to a community's economic vitality by enhancing property values, expansion of the local tax base, attracting visitors, supporting business recruitment and retention, and helping to reduce crime through positive recreational opportunities; and

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

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

"PARKS AND RECREATION MONTH"

in the City of Hobbs, and encourage all residents to recognize and celebrate the power of parks and recreation in strengthening our community and enhancing the quality of life for all.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of July, 2026, and cause the seal of the City of Hobbs to be affixed hereto.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

SEAL

CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
July 6, 2026

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

DEPT OF ORIGIN: Library
DATE SUBMITTED: 6/16/2026
SUBMITTED BY: Nichole Lawless, Library Director

Summary:
The Friends of the Hobbs Public Library ("Friends of the Library") is a non-profit entity working to benefit the Hobbs Public Library in consultation with the Library Director.
This Professional Services Agreement allows Friends of the Library to maintain a small office space in the Library.
Friends of the Library sells used books from the space, utilizes the space as an office and its volunteers assist Library personnel under the direction of the Library Director. The Agreement requires Friends of the Library to maintain liability insurance. The City provides all utilities, maintenance and janitorial services.
The agreement is for fiscal year 2026-2027 ending June 30, 2027, and the office is subject to space requirements at the Library.

Fiscal Impact:

There is no significant fiscal impact.

Attachments:
PSA2027

Recommendation:

Approval of PSA

Approved By:

Nichole Lawless, Library Director	06/16/2026
Deb Corral, Assistant Finance Director	06/16/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	06/17/2026
Manny Gomez, City Manager	06/26/2026

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

FY 2026-2027

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

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

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

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

1.0 SCOPE OF SERVICES

1.1 CONTRACTOR will provide the following services:

1.1.1 Conduct various service oriented projects that benefit the Hobbs Public Library in consultation with the Library Director;

1.1.2 Contractor may conduct used book sales (the sale of the books owned by the Friends of the Library) and may provide funds/services to the City to enhance the Library's collection, underwrite special programming and will advocate for the greater use and needs of the City Library.

1.1.3 Contractor may assist Library staff at various times and with various projects and roles Contractor provides to the Hobbs Library.

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

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

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

2.0 SPACE AGREEMENT

2.1 City shall provide Contractor a room (room 10) in which to operate on a year-to-year basis, subject to space requirements of the City Library. No modifications of the space will be made without approval of the Library Director and the General Services Director. City shall provide a sign for said room that will be consistent with the design of the Library. No other sign may be utilized on the walls or door without approval of the Library Director. The lock shall be keyed with a lock that may be opened by a master key. The City may have access to the room with a master key at any time. Contractor may utilize the room only during Library hours. City shall provide all utilities, including maintenance and janitorial services.

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

3.0 TERM AND TERMINATION

3.1 This agreement for services is to cover through the City's fiscal year, beginning July 1, 2026 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 advance written notice to the other.

4.0 INSURANCE

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

5.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _______ day of _____________________, 2026.

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

By: _________________________ By: _________________________
JONATHAN SENA, Mayor JAN FLETCHER, City Clerk

By: ___________________________
DEBORAH CORRAL, Interim Finance Director

By: ___________________________
Nichole Lawless, Library Director

ATTEST:

FRIENDS OF THE LIBRARY

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

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

____
MEDJINE DESROSIERS-DOUYON, Deputy City Attorney

CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
July 6, 2026

SUBJECT:	Resolution No. 7791 - Authorizing the Mayor to Make Appointments to the City of Hobbs Advisory Boards
DEPT OF ORIGIN:	City Manager
DATE SUBMITTED:	6/23/2026
SUBMITTED BY:	Julie Nymeyer, Executive Assistant

Summary:
Approve Resolution Authorizing the Mayor to Make Appointments to the City of Hobbs Advisory Boards

Fiscal Impact:

None

Attachments:
Reso for Advisory Boards 7-6-2026

Recommendation:

Authorize the Mayor to Make Appointments to the City of Hobbs Advisory Boards

Approved By:

Manny Gomez, City Manager	06/26/2026
Deb Corral, Assistant Finance Director	06/26/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	06/26/2026
Manny Gomez, City Manager	06/29/2026

CITY OF HOBBS

RESOLUTION NO. **7791**

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:

LODGERS' TAX BOARD (Three-year terms)

Tourist Industry Related:
Haily D. Tramell is appointed to the Lodgers Tax Board expiring 1/1/28

PASSED, ADOPTED AND APPROVED this 6th day of July, 2026.

____
JONATHAN SENA, Mayor

ATTEST:

____
JAN FLETCHER, City Clerk

CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
July 6, 2026

SUBJECT:	Resolution No. 7792 - Authorizing the City Manager to Execute a Memorandum of Understanding Between the New Mexico Self-Insurers' Fund and the City of Hobbs to Replace Roofs for the Motor Vehicle Department and the Prairie Haven Memorial Park Chapel
DEPT OF ORIGIN:	General Services
DATE SUBMITTED:	6/24/2026
SUBMITTED BY:	Shelia Baker, General Services Director

Summary:
This resolution authorizes the City Manager to execute a Memorandum of Understanding (MOU) between the New Mexico Self Insurers' Fund (NMSIF) and the City of Hobbs (COH) for the installation of upgraded metal roof systems at the Hobbs Motor Vehicle Department, located at 4800 Jack Gomez Blvd., and the Prairie Haven Memorial Park Chapel, located at 1900 E. Stanolind Rd. The total cost of the roof upgrades is $115,448.63. Under the terms of the MOU, the NMSIF and the COH will share the project cost equally, with each party contributing $57,724.31.

Fiscal Impact:

City's Cost Share: $57,724.31
Current Budget: $472,564.18
Budget Line Item: 010421-44901-00242

Attachments:

- Resolution
- MOU Hobbs & NMSIF

Recommendation:

Approve the Resolution

Approved By:

Shelia Baker, General Services Director	06/24/2026
Deb Corral, Assistant Finance Director	06/25/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	06/26/2026
Manny Gomez, City Manager	06/26/2026

CITY OF HOBBS

RESOLUTION NO. **7792**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HOBBS AND NEW MEXICO SELF-INSURERS' FUND FOR ROOF IMPROVEMENTS AT THE HOBBS MOTOR VEHICLE DEPARTMENT AND THE PRAIRIE HAVEN MEMORIAL PARK CHAPEL

WHEREAS, both the above listed are governmental or quasi-governmental entities within the state of New Mexico; and

WHEREAS, each of the named parties wishes to enter into this agreement; and

WHEREAS, each of the named parties wishes to cooperate to achieve the purposes stated in this agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO**,** the parties agree to the terms and conditions of this Memorandum of Understanding.

PASSED, APPROVED, AND ADOPTED this 6th day of July, 2026.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

MEMORANDUM OF UNDERSTANDING

Between

New Mexico Self-Insurers' Fund

and

City of Hobbs

This Memorandum of Understanding ("Agreement" or "MOU") is entered into by and between the New Mexico Self-Insurers' Fund ("NMSIF" or "the Fund") and the City of Hobbs ("Hobbs") for the purposes and in accordance with the terms and conditions stated below.

RECITALS

Whereas, both the above listed are governmental or quasi-governmental entities within the state of New Mexico; and

Whereas, each of the named parties wishes to enter into this agreement; and

Whereas, each of the named parties wishes to cooperate to achieve the purposes stated in this agreement;

Now, therefore, the parties agree to the terms and conditions of this Memorandum of Understanding.

I. Purpose of MOU.

The purpose of this MOU is to affirmatively state the obligations and requirements between the parties in regard to the replacement of the roof for Hobbs's MVD and the roof for Hobbs's Memorial Park Chapel.

These roofs will be replaced with 24-gauge standing seam metal roof systems which are more resilient and will last longer than shingle type roofs. This upgrade to these two roofs will cost $115,448.63.

The parties have agreed to a 50/50 cost share for the upgraded roofs.

II. Payment.

The City of Hobbs shall pay the NMSIF for the obligations stated in this agreement in the amount of $57,724.31. This payment shall be made upon thirty (30) days after completion of the project(s).

III. Property.

The property of Hobbs implicated in these services will remain the property of Hobbs.

IV. Term.

This MOU shall become effective upon signature by all the parties to this MOU. It shall remain extant until the contemplated services are completed and full payment is made by Hobbs.

V. Funds Accountability.

Each of the parties to this agreement shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds paid pursuant to this agreement.

VI. Liability.

No party shall be responsible for any other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this MOU by NMSIF will remain the responsibility of NMSIF. Any liability incurred in connection with this MOU by Hobbs will remain the responsibility of Hobbs. Any liability incurred in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.

VII. Third-Party Beneficiaries.

This agreement is not intended to and does not create any rights in any person or entity not a party to this MOU.

VIII. Resolution of Issues.

The parties to this agreement agree to resolve any issues that may arise due to the performance of their obligations under this MOU at the lowest level possible. If unable to resolve issues at the lowest level possible, the parties agree that the parties' mayor or city manager shall work together with the NMSIF to resolve any issues that may arise from the performance of this agreement.

IX. Termination.

Any party to this agreement may terminate this MOU for cause by giving the other party or parties thirty (30) days' notice in writing. This MOU may be terminated at any time by agreement of the parties.

X. Amendment.

All amendments to this agreement shall be made in writing and shall be agreed to and executed by the respective parties' signatories before becoming effective.

XI. Governing Law.

This Agreement shall be governed by the laws of the State of New Mexico.

XII. Contacts.

The parties will contact the persons named below for any questions, concerns, or issues, etc. that arise under this agreement or pursuant to this agreement, and shall send written notice when needed to the following individuals:

A. **City of Hobbs**

Shelia Baker
General Services Director
Hobbs, New Mexico
575-391-1936
sbaker@hobbsnm.org

B. **NMSIF**

Matias Gonzales
1229 Paseo de Peralta
Santa Fe, New Mexico
(505) 487-3420
mgonzales@nmsif.org

XIII. Authority.

The individuals signing this Agreement on behalf of the named parties represent and warrant that they have the power and authority to bind the party for which they offer their signature, and that no further action, resolution, or approval from their party is necessary to enter into a binding agreement.

[The rest of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties agree to the terms of this MOU and this

MOU becomes fully executed as of the date of the last signature affixed below.

___________________________________ _________________

City of Hobbs
Authorized Signatory

Date

___________________________________ _____________________

New Mexico Self-Insurers' Fund
Executive Director

Date

CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
July 6, 2026

SUBJECT: Resolution No. 7793 - Requesting to Rescind a Request for Publication Regarding Ordinance Amending Sections 6.05.020, 6.05.040, 6.05.050, and 6.05.060 of the Hobbs Municipal Code.

DEPT OF ORIGIN: Legal
DATE SUBMITTED: 6/26/2026
SUBMITTED BY: Amber Leija, Assistant City Attorney

Summary:
On June 15, 2026, the Commission approved the publication of changes to the Hobbs Municipal Code sections on Dangerous and Potentially Dangerous Dogs. It was approved for publication. However, modifications to the ordinance have been requested. Therefore, the City Attorney's Office respectfully requests that this resolution be signed and that we do not proceed with publication at this time. The City will be presenting a new version of the ordinance soon.

Fiscal Impact:

N/A

Attachments:

RESOLUTION - Rescind Publication

Recommendation:

Adopt the resolution.

Approved By:

Medjine Desrosiers-Douyon, Deputy City Attorney	06/26/2026
Deb Corral, Assistant Finance Director	06/29/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	06/29/2026
Manny Gomez, City Manager	07/01/2026

CITY OF HOBBS

RESOLUTION NO. __**7793**__

A RESOLUTION RESCINDING A JUNE 15, 2026 REQUEST FOR PUBLICATION REGARDING PROPOSED ORDINANCE AMENDING SECTIONS 6.05.020, 6.05.040, 6.05.050, AND 6.05.060 OF THE HOBBS MUNICIPAL CODE

WHEREAS, on June 15, 2026, the City Commission of the City of Hobbs approved the publication of the proposed changes to the Hobbs Municipal Code Dangerous and Potentially Dangerous Dog sections; and

WHEREAS, the Commission requests the underlying publication be withdrawn and postponed to allow revisions to be made; and

WHEREAS, the Commission desires to formally withdraw and rescind the previous directive to publish said notice to preserve administrative clarity and public transparency.

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

The Commission hereby rescinds the previous directive to publish notice regarding publication to amend sections 6.05.020, 6.05.040, 6.05.050, and 6.05.060 of the Hobbs Municipal Code; and

The City Clerk and city staff are hereby authorized and directed to take all necessary administrative actions to stop, cancel, or withdraw any pending publication requests related to this matter.

PASSED, ADOPTED, AND APPROVED this 6th day of July, 2026.

____
JONATHAN SENA, Mayor

ATTEST:

____
JAN FLETCHER, City Clerk

CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
July 6, 2026

SUBJECT: FINAL ADOPTION: Ordinance No. 1170 - 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: 6/25/2026
SUBMITTED BY: Todd Randall, Assistant City Manager

Summary: The City Commission previously approved publication of the proposed ordinance, and the ordinance was subsequently published in accordance with Section 3-54-1 NMSA 1978. The required publication period has been satisfied, and the ordinance is now presented for final consideration.

Mewbourne Oil Company owns and operates the industrial property immediately adjacent to the proposed purchase area and intends to acquire the property for future expansion. The proposed transaction provides for the sale of the property at its appraised fair market value while protecting the City's long-term economic development interests.

- Sale of approximately 21.75 acres consisting of the replat of Lots 8, 9, 10 and 11 of the Hobbs Industrial Airpark South Subdivision.
- Purchase Price: $1,210,000 (appraised fair market value).
- Purchaser shall reimburse the City $4,000 for the appraisal.
- Purchaser shall pay all closing costs, title costs, survey costs, recording fees, subdivision replat costs, and all other costs associated with the purchase and conveyance.
- Purchaser shall complete the subdivision replat combining the lots into a single tract prior to closing.
- Existing adjacent industrial investment by Mewbourne satisfies the immediate development timing requirements of the Protective Covenants; however, the Property remains subject to the negotiated repurchase provisions contained within the Real Estate Purchase Agreement.
- The City retains a repurchase option at the original purchase price if the property is transferred without City Commission approval. The repurchase option automatically terminates upon the earliest of:
  - Construction of private capital improvements on the property equal to at least four (4) times the purchase price;
  - Ten (10) years from the date of closing; or
  - City Commission approval releasing the repurchase option.

Fiscal Impact:

Purchase Price: $1,210,000
Appraisal Reimbursement: $4,000
Total Revenue to the City: $1,214,000

Attachments:

FINAL ORDINANCE 6-25-26
Exhibit 1 - Orig Subdivision
EXHIBIT 2 - MEWBOURNE REPA - final 7-1-26
city mewbourne PUBLICATION

Recommendation:

Staff recommends approval of the ordinance authorizing the sale of the property to Mewbourne Oil Company and authorizing the Mayor to execute the Real Estate Purchase Agreement and all documents necessary to complete the transaction.

Approved By:

Todd Randall, Assistant City Manager	06/25/2026
Deb Corral, Assistant Finance Director	06/25/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	06/26/2026
Manny Gomez, City Manager	06/26/2026

CITY OF HOBBS

ORDINANCE NO. __1170__

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 6th day of July, 2026.

CITY OF HOBBS, NEW MEXICO

By________________________________
JONATHAN SENA, Mayor

ATTEST:

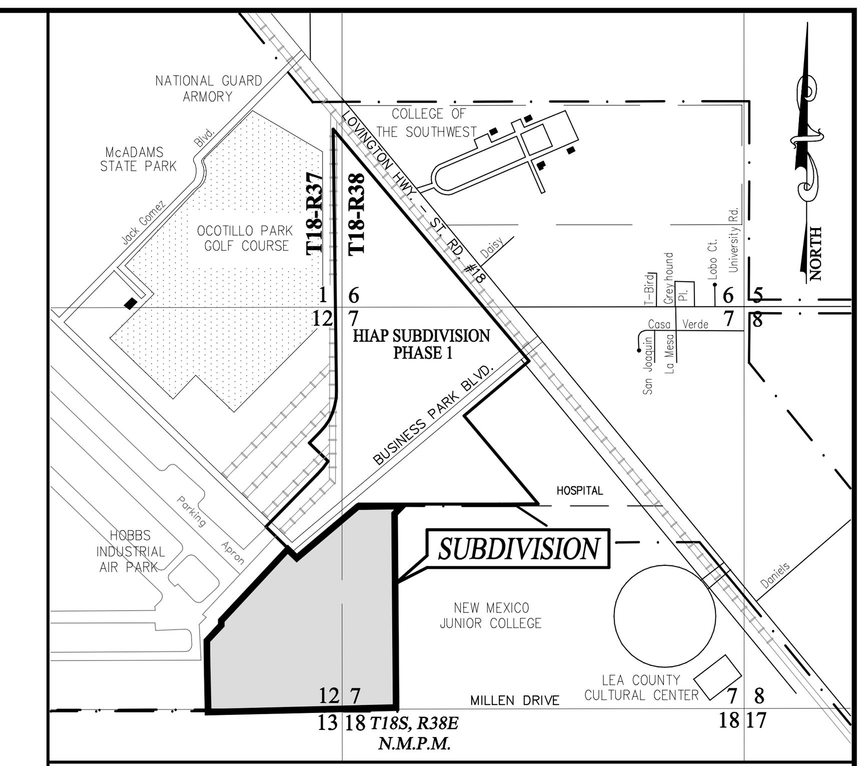
By__________________________
JAN FLETCHER, City Clerk

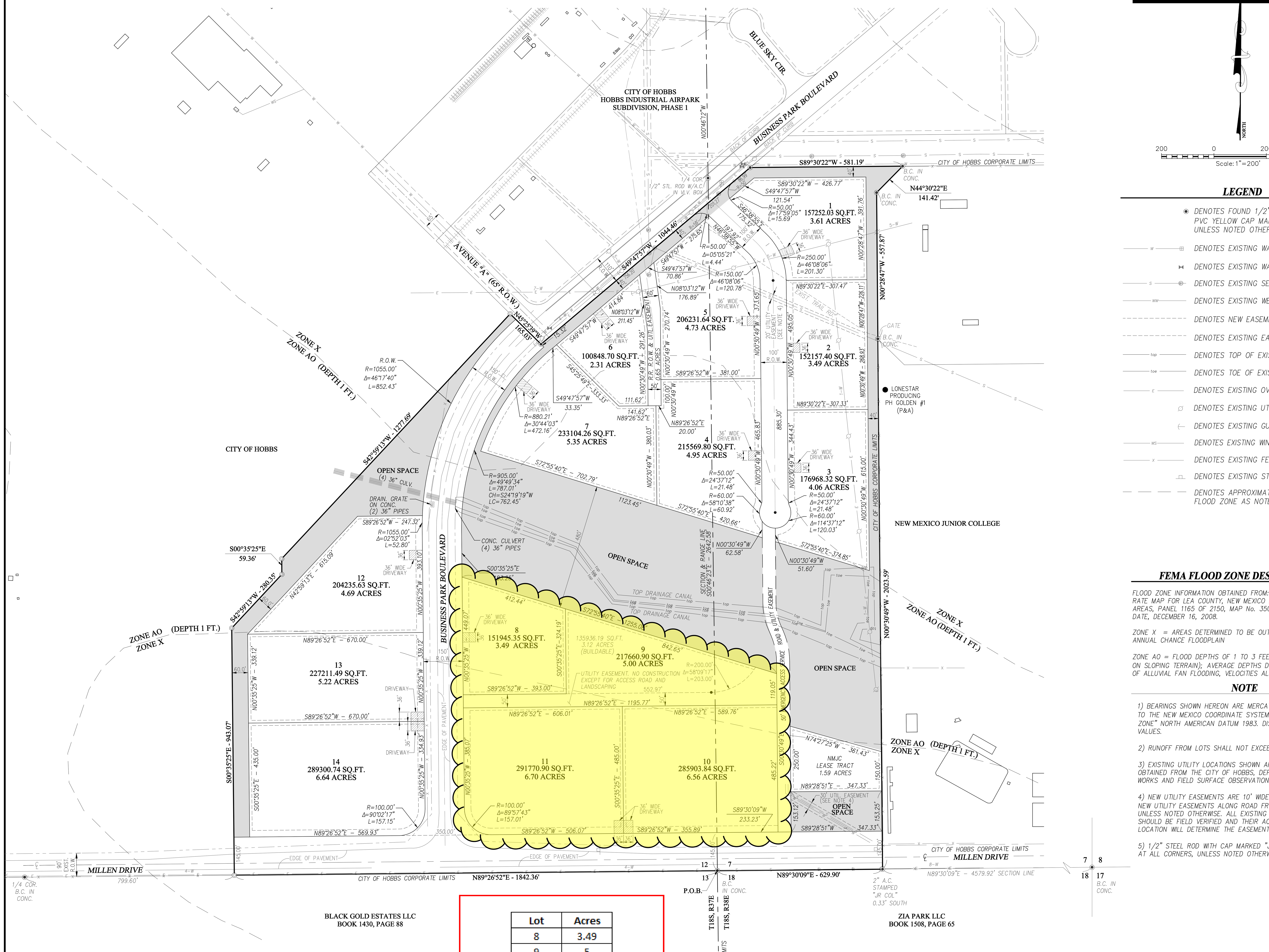
HOBBS INDUSTRIAL AIRPARK SOUTH SUBDIVISION

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

Ordinance EXHIBIT 1





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

LEGEND

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

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. 35025C1165D, 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.

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) SS
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) SS
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

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 HEREUNTO SET HAND AND AFFIX MY OFFICIAL SEAL THIS ___ DAY OF ___________ 2011, A.D.

____
GARY G. EIDSON, N.M.L.S. No. 12641

E-3285-A

PROVIDING SURVEYING SERVICES SINCE 1946
JOHN WEST SURVEYING COMPANY
412 N. DAL PASO
HOBBS, N.M. 88240
(575) 393-3117

DonnaS\Subdivision\09110527 HIAP South\09110527.dwg 5/10/11

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

REAL ESTATE PURCHASE AGREEMENT
CITY OF HOBBS AND MEWBOURNE OIL COMPANY

THIS REAL ESTATE PURCHASE AGREEMENT (hereinafter "Agreement"), entered into this 6th day of July, 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: Robin Terrell 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 (5^{th}) 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

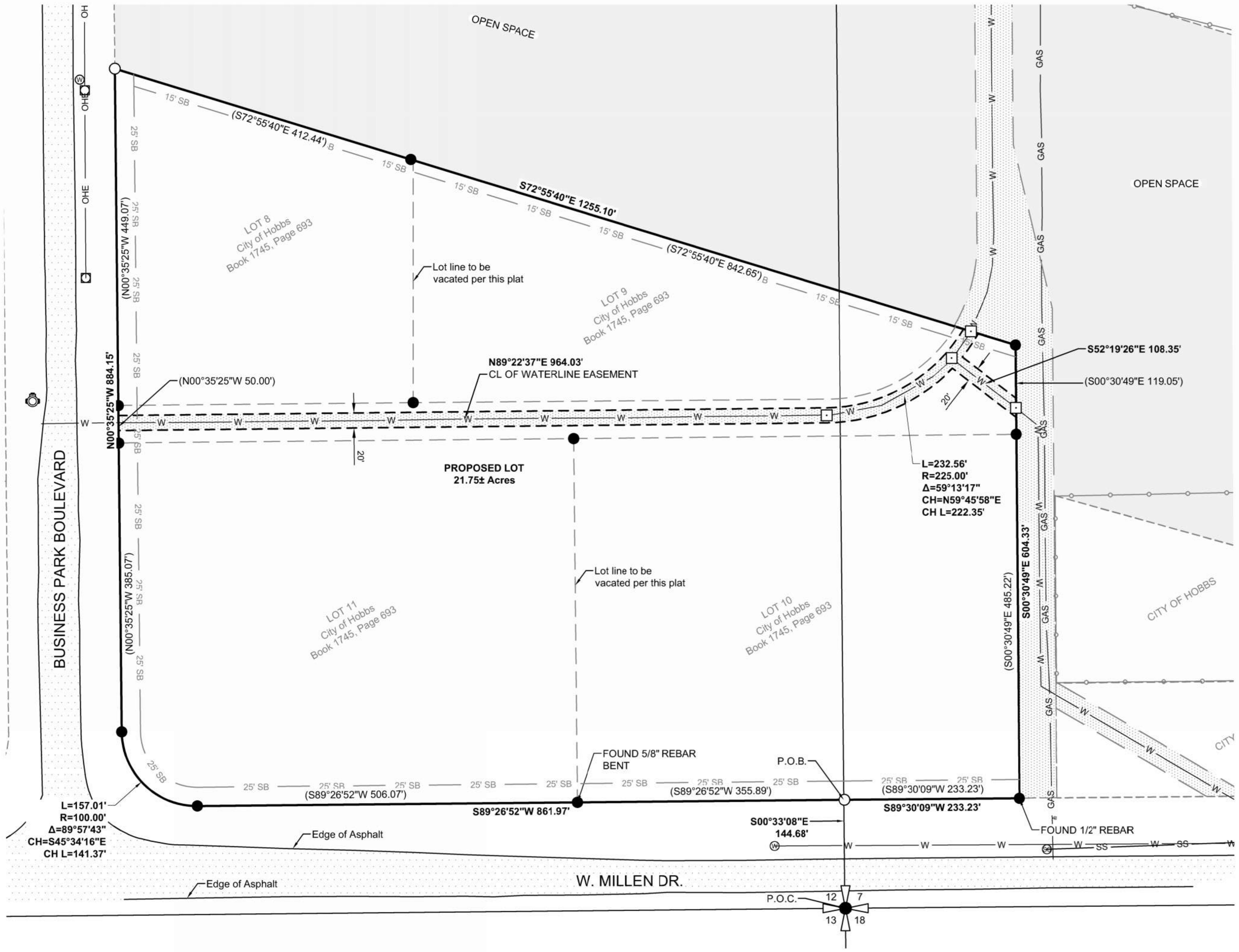
Email: ________________________

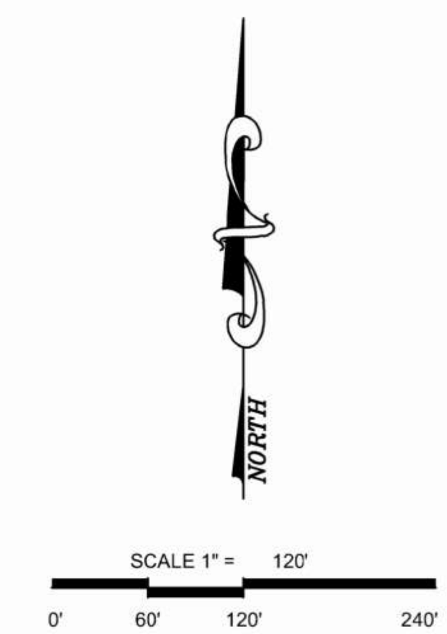
Phone: ________________________

CITY OF HOBBS SUMMARY REPLAT OF
LOTS 8-9 OF HOBBS INDUSTRIAL AIRPARK SOUTH SUBDIVISION

EXHIBIT 1

LOCATED IN THE SE/4 OF SECTION 12, T18S, R37E AND THE SW/4 OF SECTION 7, T18S, R38E, N.M.P.M.,
CITY OF HOBBS, LEA COUNTY, NEW MEXICO





BASIS OF BEARING

The basis of bearing for this survey is Grid North based on the New Mexico State Plane Coordinate System, East Zone, as determined by GPS/GNSS observations. Ground coordinates were obtained by applying a combined grid to ground scale factor of 1.0001136329 at control point located at N30°59'18.40371", W106°03'38.98730". True North can be obtained by applying a convergence angle of 0°36'57" at this point.

SURVEY NOTES:

1. Boundary shown is per Hobbs Industrial Airpark South Subdivision Plat recorded in Lea County Records as Book 1745, Page 707.
2. The purpose of this plat is to combine Lots 8, 9, 10 and 11 into one single parcel.

AREA TABLE	
LOT 8	3.490
LOT 9	5.000
LOT 10	6.560
LOT 11	6.700
TOTAL ACRES	21.750

LEGEND

- Set 5/8" rebar with orange plastic cap marked "R MULLIKEN PS 16873"
- Found 5/8" Rebar with Yellow Plastic Cap marked" JWSC PS 12641" unless otherwise noted
- Found Brass Cap
- Power pole
- Water Valve
- Sanitary Sewer Manhole
- GAS — Ex. Underground Gas Line
- SS — Ex. Underground Sewer Line
- W — Ex. Underground Water Line
- Adjacent Lot line
- Lot line to be Vacated per this plat
- Section line
- Property line
- Fence
- Proposed Waterline Easement
- Existing Easement
- Open Space per Plat recorded in Bk 1745, Pg 707
- XX°XX'XX" XX.XX' — Measured bearing and distance
- (XX°XX'XX" XX.XX') — Record bearing and distance

PETTIGREW & ASSOCIATES PA
Engineering | Surveying | Construction Services
DEFINING QUALITY SINCE 1965
100 E. Navajo Drive Suite 100 Hobbs, NM 88240
T 575 393 9827 F 575 393 1543 Pettigrew.us

PROJECT SURVEYOR:

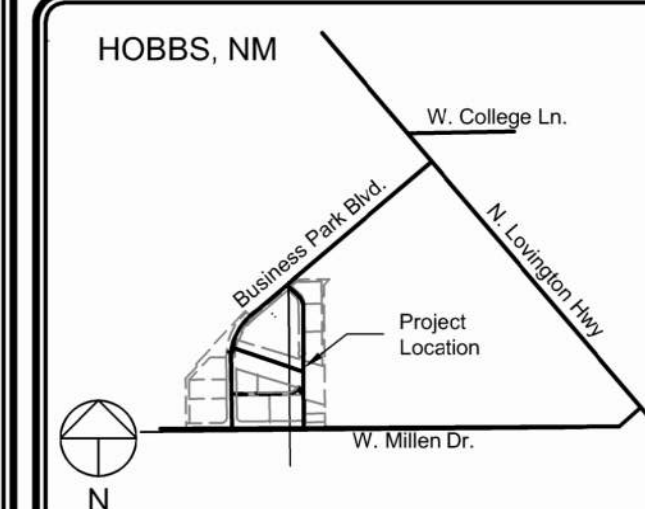
DRAWN BY:

PRELIMINARY

INDEXING INFORMATION FOR COUNTY CLERK

OWNER:
City of Hobbs

LOCATION:
SE/4 OF SEC 12, T18S, R37E AND THE SW/4 OF SEC 7, T18S, R38E, N.M.P.M., CITY OF HOBBS, LEA COUNTY, NEW MEXICO



VICINITY MAP
N.T.S.

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

Summary Subdivision RePlat
OF
Lots 8-11 of
HIAP Subdivision
FOR
Mewbourne Oil Company

PROJECT NUMBER:
2025.1221

SHEET: 1 of 2
SU - 101

RECORD DESCRIPTION - PER DEED BOOK 1745, PAGE 693

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.

LEGAL DESCRIPTION OF NEW LOT

A tract located in the SE/4 of Section 12, T18S, R37E and the SW/4 of Section 7, T18S, R38E, N.M.P.M., City of Hobbs, Lea County, New Mexico and being more particularly described by metes and bounds as follows:

Beginning at a set 5/8" rebar with orange plastic cap marked "R MULLIKEN PS 16873", from whence a found Brass Cap used as the southeast corner of said Section 7 bears S00°33'08"E 144.68 feet; thence S89°26'52"W 861.97 feet along the north Right-of-Way line of West Millen Drive to a found 5/8" rebar with yellow plastic cap marked" JWSC PS 12641"; thence around a curve to the right with a radius of 100.00 feet, a length of 157.01 feet and a chord of S45°34'16"E 141.37 feet; thence N00°35'25"W 884.15 feet along the east Right-of-Way line of Business Park Boulevard to a set 5/8" rebar with orange plastic cap marked "R MULLIKEN PS 16873"; thence S72°55'40"E 1255.10 feet to a found 5/8" rebar with yellow plastic cap marked" JWSC PS 12641"; thence S00°30'49"E 604.33 feet to a found 1/2 rebar; thence S89°30'09"W 233.23 feet to the Point of Beginning containing 21.75 acres, more or less.

LEGAL DESCRIPTION OF NEW WATERLINE EASEMENT PER THIS PLAT

XXXX

CERTIFICATE OF SURVEY

I, Richard L. Mulliken, New Mexico Professional Surveyor No. 16873., do hereby certify that this Summary Subdivision Replat and the actual survey on the ground upon which it is based were performed by me or under my direct supervision; that I am responsible for this survey; that this survey meets the Minimum Standards for Surveying in New Mexico; and that it is true and correct to the best of my knowledge and belief.

_____________________ _____________

Richard L. Mulliken, NMPS #16873 Date

ACKNOWLEDGMENT
State of New Mexico:
County of Lea:

On this ______ day of____________________, 20______ , before me, ______________________________________, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

My Commission Expires:________________.

____.
Notary Public

OWNERS STATEMENT AND AFFIDAVIT
State of New Mexico:___________________
County of Lea:____________________

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

By _____________________________.

By ______________________________.

CERTIFICATE OF MUNICIPAL APPROVAL

I, Todd Randall, Assistant City Manager for the City of Hobbs, Lea County, New Mexico, do hereby certify that the foregoing plat in the City of Hobbs, Lea County, New Mexico, was reviewed and deemed compliant with the Municipal Summary Process Regulations on this ______ day of ___________________, 20____.

____
Todd Randall, Assistant City Manager

____
Jan Fletcher, City Clerk

ACKNOWLEDGMENT
State of New Mexico:
County of Lea:

On this ______ day of____________________, 20______, before me, Todd Randall and Jan Fletcher to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

My Commission Expires:________________.

____.
Notary Public

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

PROJECT SURVEYOR:

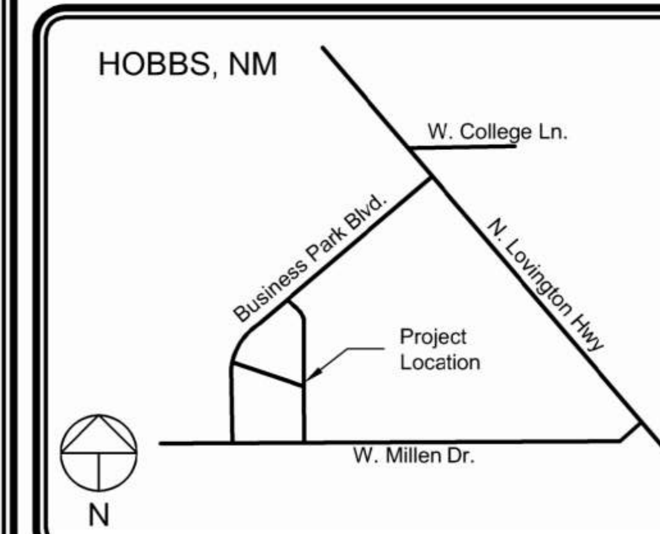
DRAWN BY:

PRELIMINARY

INDEXING INFORMATION
FOR COUNTY CLERK

OWNER:
City of Hobbs

LOCATION:
SE/4 OF SEC 12, T18S, R37E AND THE SW/4 OF SEC 7, T18S, R38E, N.M.P.M., CITY OF HOBBS, LEA COUNTY, NEW MEXICO



VICINITY MAP
N.T.S.

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

Summary Subdivision RePlat
OF
Lots 8-11 of
HIAP Subdivision
FOR
Mewbourne Oil Company

PROJECT NUMBER:
2025.1221

SHEET: 1 of 2
SU - 101

15
14

35256 **EXHIBIT 2**

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. <u>General Provisions</u>.

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. <u>Building and Development Performance Goals</u>. 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. <u>Economic Development and Private Investment Performance Goals</u>. 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. <u>Construction of Improvements</u>.

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. <u>Maintenance of Premises</u>.

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. <u>Enforcement of Covenants</u>.

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. <u>Signage and Lighting Standards</u>:

A. <u>Signage Standards</u>. 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. <u>Standards for Construction on Major Arterials and Collectors Streets</u>.

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. <u>Standards for Construction on Minor Streets</u>.

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:

JAN FLETCHER, City Clerk

APPROVED AS TO FORM:

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:

OFFICIAL SEAL
Sandra Boltshauser
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 10/31/13

35256

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

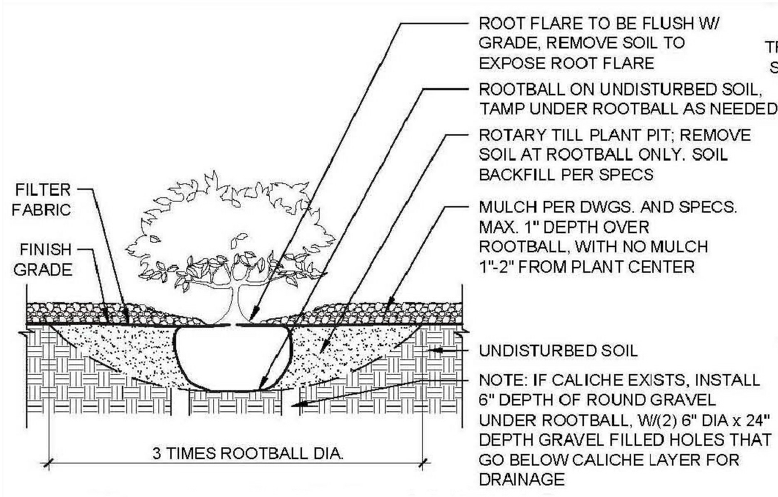
SEP 21 2011

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

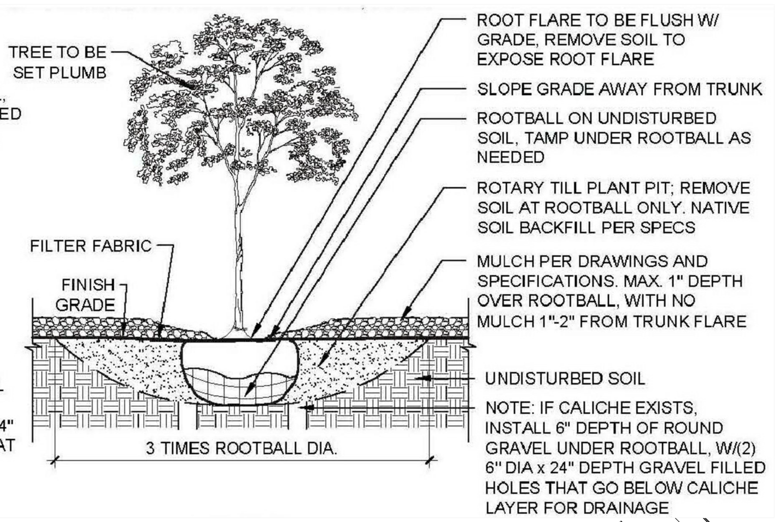
COUNTY CLERK SEAL LEA COUNTY, NEW MEXICO

EXHIBIT 3

LANDSCAPE LEGEND							
SYMBOL	ESTIMATED QUANTITY	COMMON NAME	BOTANICAL NAME	INSTALLED SIZE	HEIGHT	WIDTH	TYPICAL DETAIL
	70	AUSTREE WILLOW	SALIX MATSUDANA	24" BOX	20.00	20.00	1/L101
	12	WASHINGTON HAWTHORN	CRATAGEUS 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					
	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 REDI-MIX, (575)-885-2181					



1 LANDSCAPE DETAIL
Scale: N.T.S.



2 LANDSCAPE DETAIL
Scale: N.T.S.

GENERAL NOTES:

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

GENERAL IRRIGATION NOTES:

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

ARCHITECTURAL LANDSCAPE PLAN
SCALE: 1" = 30'-0"

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.W.M. 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 W/THREE STRAND BARBED WIRE TOP INCLUDING BRACKETS. SEE DETAIL 4/C101.1.
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 EASED EDGE.
18	3/4" PLYWOOD BASE/UPPER CABINETS WITH PLASTIC LAMINATE FINISH.
19	1/8" PEBBLED 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/12 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.P.
24	26 GA. COLORCLAD STANDING SEAM ROOF PANELS ON (2) LAYERS OF VAPOR BARRIER. SEE STRUCTURAL FOR DECKING REQUIREMENTS. MBCI 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 2.50 WITH STC 56.
36	PRE-ENGINEERED WOOD TRUSS, SEE STRUCTURAL DRAWINGS.
37	26 GA. COLORCLAD SOFFIT PANEL, MBCI ARTISAN SERIES MATCH ROOF COLOR.
38	1 1/2"" HAT CHANNEL AT 16" O.C. ANC. TO EXISTING WALL FRAMING, INSTALL 5/8" TYPE "X" GYP. BD. T.B.T.P.
39	REMOVE EXISTING BRICK VENEER INCLUDING ANCHORS, PREP WALL SHEATHING FOR NEW FINISH.
40	INFILL EXISTING OPENING WITH FRAMING AND FINISH WITH 5/8" GYP. BD. T.B.T.P., 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"x1/2" HSS PARKING STRUCTURE COLUMN, PRIME AND PAINT - TYP.
44	ROOF PURLINS: SEE STRUCTURAL DRAWINGS.
45	98" 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.
47	
48	
49	
50	
51	
52	

STATE OF NEW MEXICO
BRAD NESSER
NO.1782
REGISTERED ARCHITECT

NPSR ARCHITECTS, Inc.
606 WEST PIERCE ST.
CARLSBAD, NM 88220
PH: 575.885.4775
FAX: 575.885.4827
220 BROADWAY ST.
SUITE B
HOBBS, NM 88240
PH: 575.433.4775
FAX: 575.433.4777
www.npsr.pro

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

	DATE	DESCRIPTION
	08-14-25	RELEASE FOR CONST.
1		
2		
3		
4		

PROJECT NO.: 24-104
DRWN BY: LAR
CKD BY: BN
APPROVD BY: BN

SHT TITLE: L101
LANDSCAPE PLAN
SHEET 6 OF 17

EXHIBIT 3

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

Beginning with the issue dated
June 19, 2026
and ending with the issue dated
June 19, 2026.

Publisher

Sworn and subscribed to before me this 19th day of June 2026.

Business Manager

My commission expires
January 29, 2027
(Seal)

STATE OF NEW MEXICO
NOTARY PUBLIC
GUSSIE RUTH BLACK
COMMISSION # 1087526
COMMISSION EXPIRES 01/29/2027

This newspaper is duly qualified to publish legal notices or advertisements within the meaning of Section 3, Chapter 167, Laws of 1937 and payment of fees for said publication has been made.

LEGAL NOTICE
June 19, 2026

NOTICE OF ORDINANCE

NOTICE IS HEREBY GIVEN that on the 6th day of July, 2026, at its meeting at 6:00 p.m., in the City Commission Chamber at City Hall, 1st Floor Annex, 200 East Broadway, Hobbs, New Mexico, the governing body of the City of Hobbs proposes to adopt an ordinance relating to the sale of city-owned land located within the Hobbs Industrial Air Park to Mewbourne Oil Company. The title of the proposed ordinance and a summary are as follows:

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

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.

Copies of the proposed ordinance and Real Estate Purchase Agreement are available to interested persons during regular business hours in the Office of the City Clerk, City Hall, 200 East Broadway, Hobbs, New Mexico, and also online at www.hobbsnm.org.

/s/ Jan Fletcher
JAN FLETCHER, CITY CLERK

#00312248

67108146 00312248

CITY OF HOBBS FINANCE DEPT
200 E. BROADWAY ST
HOBBS, NM 88240

CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
July 6, 2026

SUBJECT:	Resolution No. 7794 - Approving a Resolution Increasing Fees at Rockwind Community Links Golf Course FY27
DEPT OF ORIGIN:	Recreation
DATE SUBMITTED:	6/18/2026
SUBMITTED BY:	Doug McDaniel, Recreation Director

Summary:
Fees at Rockwind Community Links were established in 2015, and increased for the first time in 2023. Additional revenue, created by increasing fees, would assist with efforts to both increase revenue and increase cost recovery/lower the subsidy at Rockind Community Links Golf Course. This Resolution, if approved, would increase most fees by 25%, 20% for senior golfers, and authorize various increases on twilight green fees. If approved, new fees would be effective on August 5, 2026.

Fiscal Impact:

The recommended increases could generate approximately $203,000.00 in additional revenue.

Attachments:

RESOLUTION - New Fees at Rockwind Community Links Effective August 5, 2026
2026 Rockwind Fee Proposal - July 6 2026 City Commission Meeting Revised

Recommendation:

Staff recommends approving the Resolution

Approved By:

Doug McDaniel, Recreation Director	07/02/2026
Deb Corral, Assistant Finance Director	07/02/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	07/03/2026
Manny Gomez, City Manager	07/03/2026

CITY OF HOBBS

RESOLUTION NO. **7794**

A RESOLUTION AUTHORIZING THE COMMISSION
TO APPROVE NEW FEES AT
ROCKWIND COMMUNITY LINKS GOLF COURSE

WHEREAS, Rockwind Community Links Golf Course currently has fees which were previously approved by the City Commission, and have remained the same since 2023; and

WHEREAS, Rockwind Community Links Golf Course seeks create additional revenue which will assist in both increasing the cost recovery level, and lowering the annual interfund transfer to subsidize operations at Rockwind Community Links, reducing the amount of the City's general funds to subsidize operations; and

WHEREAS, the proposed increase in fees, 25% for adult and junior golfers, 20% for senior golfers, and various increases for twilight greens fees, as shown, could create as much as an additional $203,000.00 in revenue to Rockwind Community Links' operations; and

WHEREAS, it is known that salaries, benefits, utilities costs, and costs of operations will continue to increase on an annual basis, and the proposed new fees will assist in efforts to increase cost recovery and lower the interfund transfer/subsidy at Rockwind Community Links Golf Course;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the City Commission approve new fees at Rockwind Community Links as shown on the fee schedule attached.

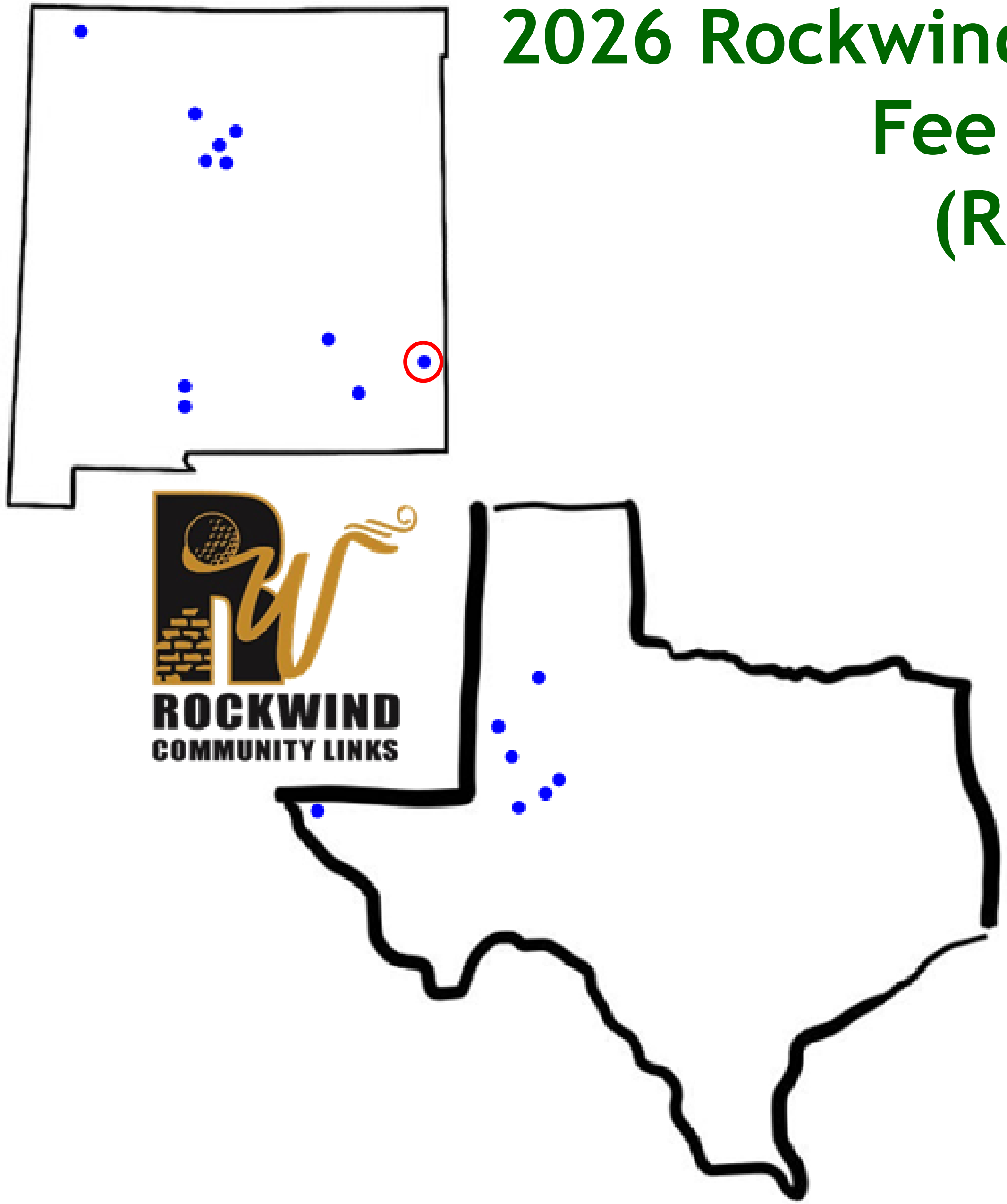
PASSED, ADOPTED AND APPROVED this 6th day of July, 2026, to become effective August 5, 2026.

____
JONATHAN SENA, Mayor

ATTEST:

____
JAN FLETCHER, City Clerk

2026 Rockwind Community Links Fee Proposal (Revised)



Weekday Green Fees

Fee Description	Current Fee	Proposed Fee	Proposed Increase	Proposed %
Adult 18 Holes Resident	$17.00	$21.25	$4.25	25%
Adult 18 Holes Non-Resident	$34.00	$42.50	$8.50	25%
Adult 9 Holes Resident	$12.00	$15.00	$3.00	25%
Adult 9 Holes Non-Resident	$23.00	$28.75	$5.75	25%
Adult Twilight Resident (After 4pm/3pm)	$12.00	$16.00	$4.00	33%
Adult Twilight Non-Resident (After 4pm/3pm)	$23.00	$29.75	$6.75	29%
Senior 18 Holes Resident	$14.00	$16.80	$2.80	20%
Senior 18 Holes Non-Resident	$28.00	$33.60	$5.60	20%
Senior 9 Holes Resident	$11.00	$13.20	$2.20	20%
Senior 9 Holes Non-Resident	$23.00	$27.60	$4.60	20%
Senior Twilight Resident (After 4pm/3pm)	$12.00	$15.00	$3.00	25%
Senior Twilight Non-Resident (After 4pm/3pm)	$23.00	$29.75	$6.75	29%
Junior 18 Holes Resident	$8.00	$10.00	$2.00	25%
Junior 18 Holes Non-Resident	$14.00	$17.50	$3.50	25%
Junior 9 Holes Resident	$7.00	$8.75	$1.75	25%
Junior 9 Holes Non-Res	$14.00	$17.50	$3.50	25%
Junior Twilight Resident (After 4pm/3pm)	$7.00	$8.75	$1.75	25%
Junior Twilight Non-Resident (After 4pm/3pm)	$14.00	$17.50	$3.50	25%
Cart Fee Adult 18 Holes	$18.00	$22.50	$4.50	25%
Cart Fee Adult 9 Holes	$13.00	$16.25	$3.25	25%
Cart Fee Adult Twilight 18 Holes (After 4pm/3pm)	$13.00	$16.25	$3.25	25%
Cart Fee Senior 18 Holes	16.00	19.20	3.20	20%
Cart Fee Senior 9 Holes	13.00	15.60	2.60	20%
Cart Fee Senior Twilight 18 Holes (After 4pm/3pm)	13.00	15.60	2.60	20%

Proposed
Veterans and Active Military Pay the Senior Rate

(No rate for Veterans and Active Military, currently)

Adaptive Golfers Pay the Junior Rate

A 25% increase in fees will generate additional revenue in the amount of: $203,000

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

Fee Description	Current Fee	Proposed Fee	Proposed Increase	Proposed %
Adult 18 Holes Resident	$19.00	$23.75	$4.75	25%
Adult 18 Holes Non-Resident	$38.00	$47.50	$9.50	25%
Adult 9 Holes Resident	$12.00	$15.00	$3.00	25%
Adult 9 Holes Non-Resident	$25.00	$31.25	$6.25	25%
Adult Twilight Resident	$12.00	$16.00	$4.00	33%
Adult Twilight Non-Resident	$25.00	$33.25	$8.25	33%
Senior 18 Holes Resident	$15.00	$18.00	$3.00	20%
Senior 18 Holes Non-Resident	$30.00	$36.00	$6.00	20%
Senior 9 Holes Resident	$14.00	$16.80	$2.80	20%
Senior 9 Holes Non-Resident	$23.00	$27.60	$4.60	20%
Senior Twilight Resident	$12.00	$17.80	$5.80	48%
Senior Twilight Non-Resident	$25.00	$29.75	$4.75	19%
Junior 18 Holes Resident	$8.00	$10.00	$2.00	25%
Junior 18 Holes Non-Resident	$14.00	$17.50	$3.50	25%
Junior 9 Holes Resident	$7.00	$8.75	$1.75	25%
Junior 9 Holes Non-Res	$14.00	$17.50	$3.50	25%
Junior Twilight Resident	$7.00	$8.75	$1.75	25%
Junior Twilight Non-Resident	$14.00	$17.50	$3.50	25%
Cart Fee Adult 18 Holes	$18.00	$22.50	$4.50	25%
Cart Fee Adult 9 Holes	$13.00	$16.25	$3.25	25%
Cart Fee Adult Twilight 18 Holes	$13.00	$16.25	$3.25	25%
Cart Fee Senior 18 Holes	16.00	19.20	3.20	20%
Cart Fee Senior 9 Holes	13.00	15.60	2.60	20%
Cart Fee Senior Twilight 18 Holes	13.00	15.60	2.60	20%

Proposed
Veterans and Active Military
Pay the Senior Rate

(No rate for Veterans and Active Military, currently)

Adaptive Golfers Pay
the Junior Rate

A 25% increase in fees will generate additional revenue in the amount of: $203,000

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	Current Fee	Proposed Fee	Proposed Increase	Proposed %
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	$13.75	$2.75	25%
Solo-Rider Golf Cart 9 Holes	$6.00	$7.50	$1.50	25%
Par 3 Adult (up to 3 Juniors Play for Free w/Adult)	$7.00	$8.75	$1.75	25%
Par 3 Junior	$2.00	$2.50	$0.50	25%
Par 3 Adult Replay	$3.00	$3.75	$0.75	25%
Par 3 Junior Replay	$1.00	$1.25	$0.25	25%
Adult Player's Pass	$965.00	$1,206.25	$241.25	25%
Senior Player's Pass	$725.00	$870.00	$145.00	20%
Junior Player's Pass	$240.00	$300.00	$60.00	25%
Adult Frequent Player Card 60 Rounds	$864.00	$1,080.00	$216.00	25%
Adult Frequent Player Card 20 Rounds	$325.00	$406.25	$81.25	25%
Senior Frequent Player Card 60 Rounds	$702.00	$842.40	$140.40	20%
Senior Frequent Player Card 20 Rounds	$263.00	$315.60	$52.60	20%
Junior Frequent Player Card 60 Rounds	$372.00	$465.00	$93.00	25%
Junior Frequent Player Card 20 Rounds	$140.00	$175.00	$35.00	25%

Additional Fees at Rockwind Community Links (Part 2)

Fee Description	Current Fee	Proposed Fee	Proposed Increase	Proposed %
Ride The Rock Pass (60 rounds + 60 cart fees)				
Businesses/Adults	$1,944.00	$2,430.00	$486.00	25%
Seniors	$1,654.00	$1,984.80	$330.80	20%
Range Balls Jumbo Bucket	$13.00	$16.25	$3.25	25%
Range Balls Large Bucket	$10.00	$12.50	$2.50	25%
Range Balls Medium Bucket	$7.00	$8.75	$1.75	25%
Range Balls Small Bucket	$4.50	$5.63	$1.13	25%
Range Pass: $100 of Range Balls For $75	$75.00	$75.00	$0.00	0%
Pull Cart 9 Holes	$5.00	$6.25	$1.25	25%
Pull Cart 18 Holes	$10.00	$12.50	$2.50	25%
Rental Clubs 9 Holes				
Rental Clubs 18 Holes	$25.00	$31.25	$6.25	25%
Rental Clubs (Premium) 9 Holes				
Rental Clubs (Premium) 18 Holes	$45.00	$56.25	$11.25	25%
Tournament Rates (applicable to 40 or more)				
Weekday Rates	$50.00	$62.50	$12.50	25%
Weekend/Holiday Rates	$55.00	$68.75	$13.75	25%
Tournament Rates (High School & College)*				
Tuesday Tournaments/Events				
Weekday Tournaments/Events (M, W, Th)	$12.75	$15.95	$3.20	25%
Weekend & Holiday Tournaments/Events	$15.00	$18.75	$3.75	25%
NMJC/USW Team Fees (per golfer/per semester)	$200.00	$250.00	$50.00	25%
Spectator Cart	$30.00	$37.50	$7.50	25%

CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
July 6, 2026

SUBJECT: PUBLIC HEARING: Resolution No. 7795 - Regarding the Transfer of Ownership of Liquor License No. DIS-001240 of Cattle Baron Restaurants Located at 1930 North Grimes, Hobbs, New Mexico

DEPT OF ORIGIN: City Clerk
DATE SUBMITTED: 6/17/2026
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:
Cattle Baron Restaurants, Inc., has applied to the State of New Mexico, Alcoholic Beverage Control Division, for transfer of ownership of Liquor License No. DIS-001240. This is an internal transfer of ownership due to the death of one of the shareholders owing more than 10% of the issued shares of Cattle Baron stock. These shares of stock were transferred to a spouse which has resulted in a transfer of ownership. The application has received preliminary approval from the State of New Mexico and was received by the City Clerk's Office on May 26, 2026. A public hearing must be held by the City within forty-five (45) days from receipt of such notice. The City has duly published notice of the hearing in the *Hobbs News-Sun* and properly notified the applicant of such hearing by certified mail.

Fiscal Impact:

The applicant has paid the required $250.00 administrative fee for the hearing.

Attachments:

Resolution - Cattle Baron Restaurant, 1930 North Grimes
LOD Packet 19027
Affidavit of Publication - Cattle Baron Liquor License Hearing
Cattle Baron Buffer Map for 1930 N Grime St Rev 0 (06-05-2026) EX

Recommendation:

Motion to approve or disapprove the transfer of ownership; second; vote.

Approved By:

Jan Fletcher, City Clerk	06/24/2026
Deb Corral, Assistant Finance Director	06/24/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	06/26/2026
Manny Gomez, City Manager	06/26/2026

CITY OF HOBBS

RESOLUTION NO. 7795

A RESOLUTION REGARDING THE
TRANSFER OF OWNERSHIP OF LIQUOR LICENSE NO. DIS-001920
OWNED BY CATTLE BARON RESTAURANTS, INC.
LOCATED AT 1930 NORTH GRIMES, HOBBS, NEW MEXICO

WHEREAS, the City of Hobbs has received the following application for transfer of ownership of Liquor License No. DIS-001920:

Owner of Existing License:	CATTLE BARON RESTAURANTS, INC.
Current D/B/A Name:	Cattle Baron Steak and Seafood Restaurant
Premises Address:	1930 North Grimes Hobbs, NM 88240
Applicant Name:	CATTLE BARON RESTAURANTS, INC.
Applicant D/B/A Name:	Cattle Baron Steak and Seafood Restaurant
Premises Address:	1930 North Grimes Hobbs, NM 88240

WHEREAS, the change of ownership is required due to an internal change in stock ownership within the corporation to the death of a shareholder owing more than 10% of the issued shares of Cattle Baron stock, and those shares are being transferred to a spouse under an estate plan; and

WHEREAS, the State of New Mexico Regulation and Licensing Department, Alcoholic Beverage Control Division, has granted preliminary approval to the application for transfer of ownership of the liquor license as requested and a duly advertised public hearing is being held by the governing body of the City of Hobbs on July 6, 2026, on the question of whether or not the proposed transfer of ownership of the license should be granted.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the transfer of ownership of Liquor License No. DIS-001920 owned by Cattle Baron Restaurants, Inc., 1930 North Grimes, Hobbs, New Mexico, be and is hereby ____________________ *(approved or disapproved)*.

PASSED, ADOPTED AND APPROVED this 6th day of July, 2026.

____
JONATHAN SENA, Mayor

ATTEST:

____
JAN FLETCHER, City Clerk

May 19, 2026

Certified Mail No.: 7021 2720 0001 2204 5562

City of Hobbs
Attn: Jan Fletcher
200 East Broadway
Hobbs, NM 88240
Email: jfletcher@hobbsnm.org

Lic. No. /Appl. No.:	**DIS-001240/BLA-0000019027**
Name of Applicant:	CATTLE BARON RESTAURANTS, INC.
Doing Business As:	CATTLE BARON STEAK AND SEAFOOD RESTAURANT
Proposed Location:	1930 North Grimes St., Hobbs, New Mexico 88240

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval.** It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five **(45)** days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30-day notice and the 45-day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing.
2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and

regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing.

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP OF AN INTER-LOCAL DISPENSER TYPE LIQUOR LICENSE NO. DIS-001240 WITH ON PREMISE CONSUMPTION.

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Trinidad Alderete Digitally signed by Trinidad Alderete
Date: 2026.05.19 10:58:44 -06'00'

Trinidad Alderete
Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 469-3172
Email: trinidad.alderete@rld.nm.gov

Enclosures:
1. Application (Page 1) (*must be signed and returned w/notices of publication*)
2. Premises Information (Page 2)
3. Copy of Floor Plan
4. Zoning Statement

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000019027

Business Information

Business Information

Business Name: CATTLE BARON RESTAURANTS, INC.
Type of Business: Alcohol
Business Structure: Corporation
FEIN: XX-XXX9237
State Tax ID Number: XX-XXXXX1-00-5
Business Email: debra.lacey@cattlebaron.com
Business Phone: 5756223311

Contact Person Information

Contact Person Name: Lisa Y.W. Cosper
Contact Person Phone: 5058833415
Contact Person Email: lyc@sutinfirm.com

Business Mailing Address

Mailing Street: 901 S Main Street Suite A
Mailing City: Roswell
Mailing State: NM
Mailing Zip Code: 88203
Mailing Country: US

Ownership Transfer Type

Specify the appropriate reason for filing this ownership transfer application?

☐ Applicant Business is buying/acquiring licenses from other business

☑ Applicant Business has a Change in Ownership

If there are new shareholders holding 10% or more ownership interest OR If stock is transferred among existing shareholders and there is a person/business who previously held less than 10% and is now holding 10% or more ownership interest, select "Applicant Business has a Change in Ownership."

Once you navigate to the next screen, you will not be able to change response of this question.

Local Option District Use Only: Local Governing Body of____________________________________ City, County,Village

Public Hearing held on ______________________________20___________ Please check one: ☐Approved ☐Disapproved

Signature of City/County Official: ________________________________ Title: ________________________________

Alcoholic Beverage Control Division Use Only: ☐Approved ☐Disapproved ________________________________

Signed by Director: ___________________________________ Date: _____________________________________

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000019027

Premises Information

License Information

Specify the type of transfer you are applying for?
☐Transfer of Ownership and Location
☑Transfer of Ownership

License Number: DIS-001240	License Type: Dispenser
License Expiration Date: 6/30/26	Current License Owner: CATTLE BARON RESTAURANTS, INC.
Current DBA Name: CATTLE BARON STEAK AND SEAFOOD RESTAURANT	Current Lessee:
Dispenser Type: Inter-Local Dispenser	

Current Premises Address

Physical Street: 1930 NORTH GRIMES STREET	Physical City: Hobbs
Physical State: NM	Physical Zip Code: 88240
Physical County: Lea	Local Option District: Hobbs

Proposed DBA Name

Do you want to change the license DBA Name? No

Ownership

The land and building which is proposed to be the licensed premises is: Owned by Applicant
The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.

Questions

Has the applicant business ever had a liquor license denied, suspended, revoked, surrendered, or had any other form of discipline or disciplinary action by a licensing agency in another state or jurisdiction?	No
Has the structure and/or ownership disclosure for the applicant business changed since last reported to the department?	No
Does the applicant business own any (direct/indirect) interest in a liquor license?	No

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000019027

Payment

No records to display.

Attestation/Oath

Under penalty of perjury, I hereby depose and state that I am the person identified in this application and the information given by me is true and complete to the best of my knowledge and belief. I understand that any information contained in this application may be investigated and any false or dishonest answer to any question in this application may be grounds for denial or revocation of my license.

Attestation Signature: Lisa Y.W. Cosper   Date: 03/20/2026

200 E. Broadway Street, Hobbs, NM 88240
Ph. 1-575-397-9232 Fax 1-575-397-9227

March 24, 2026

Lisa Y.W. Cosper
P.O. Box 1945,
Albuquerque, NM 87103
(505) 883-3415
LYC@sutinfirm.com

RE: Zoning Certification for a Restaurant with Liquor License located at 1930 North Grimes Street (Cattle Baron Steak and Seafood Restaurant), in Hobbs, NM 88240.

Dear Ms. Cosper,

Pursuant to your request for continued use of a Restaurant with Liquor License located at 1930 North Grimes Street, in Hobbs, NM 88240, please be advised that the City of Hobbs has not adopted a zoning ordinance to regulate land uses and locations of different types of development or specific business uses throughout the City. Consequently, the City of Hobbs has no current regulations which govern zoning districts and/or land uses, use of buildings, or use of vacant land. Therefore, the current land use as referred to herein, Restaurant with Liquor License, at the current location at 1930 North Grimes Street (Cattle Baron Steak and Seafood Restaurant), in Hobbs, NM 88240, is considered a use by right as of this date of March 24, 2026. The proposed use is in conformance with applicable zoning law as of this date.

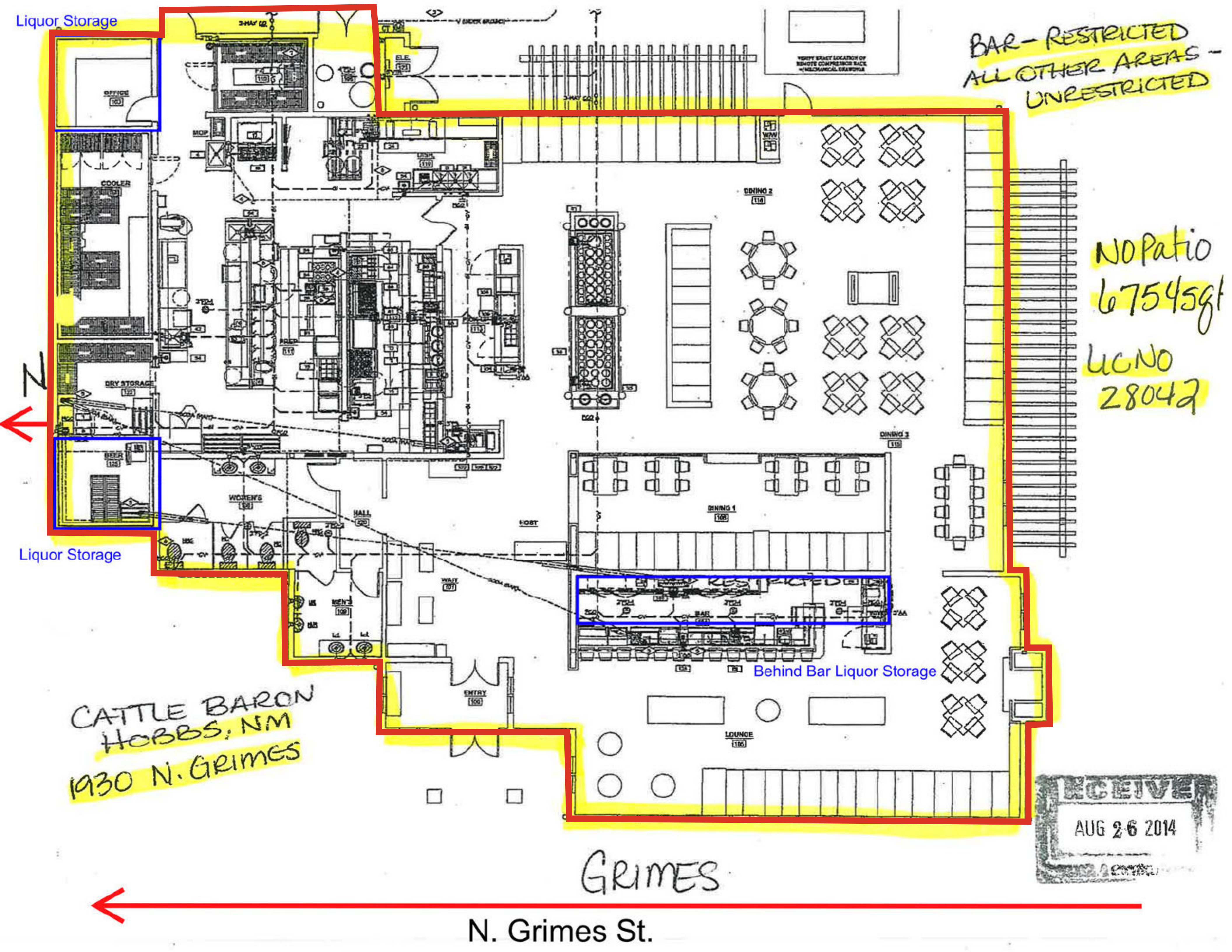
Please note that the City does have a Major Thoroughfare Plan, Subdivision Regulations, Flood Zone, Fire Zone, Landscaping Regulations, Building Code, Business Registration, Childcare at Home License, Cannabis License and other **development regulations that must be followed for improvements and changes in building occupancy types**, including building setback requirements. This letter is in regard to that portion of the above referenced real property that exists within the corporate limits of the City of Hobbs, NM, on March 24, 2026.

If you have any questions or need further information, please contact me at (575) 397-9232.

Sincerely,

CITY OF HOBBS, NEW MEXICO

Todd Randall – Planning Department



BAR - RESTRICTED
ALL OTHER AREAS - UNRESTRICTED
NO Patio
6754sqft
LIC NO
28042
Liquor Storage
Liquor Storage
Behind Bar Liquor Storage
RESTRICTED
OFFICE
COOLER
DRY STORAGE
BEER
MOP
PREP
WOMEN'S
MEN'S
HALL
HOST
WAIT
ENTRY
DINING 1
DINING 2
DINING 3
BAR
LOUNGE
N
CATTLE BARON
HOBBS, NM
1930 N. GRIMES
GRIMES
N. Grimes St.
RECEIVED
AUG 26 2014

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

I, Andy Brosig, Editor of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 2 issue(s).

Beginning with the issue dated
May 27, 2026
and ending with the issue dated
June 10, 2026.

LEGAL NOTICE
May 27 and June 10, 2026

NOTICE OF PUBLIC LIQUOR HEARING

NOTICE IS HEREBY GIVEN that the City Commission of the City of Hobbs, New Mexico, will hold a public hearing on Monday, July 6, 2026, at 6:00 p.m. in the City Commission Chamber at City Hall, First Floor Annex, 200 East Broadway, Hobbs, New Mexico, for the purpose of considering the application for a liquor license as set forth below and to hear any protests and objections to the granting thereof. Protests and objections may be made by any interested persons at the time, date and place of hearing.

NOTICE TO PERSONS WITH DISABILITIES: If you have a disability and require special assistance to participate in the hearing, please contact Jan Fletcher at least three days before the hearing date at (575) 397-9200.

If you are in need of an interpreter to participate in the hearing, please contact Jan Fletcher at (575) 397-9200 at least three days before the hearing date.

Liquor License Number: DIS-001240
Applicant: Cattle Baron Restaurants, Inc.
D/B/A: Cattle Baron Steak and Seafood Restaurant
Location: 1930 North Grimes St., Hobbs, New Mexico, 88240
The license is currently owned by Cattle Baron Restaurants, Inc. The request is for a change of ownership due to a change in stock ownership within the corporation.

DATED this 21st day of May, 2026.

/s/ Jonathan Sena
JONATHAN SENA, Mayor

#00311525

Editor

Sworn and subscribed to before me this 10th day of June 2026.

Gussie Ruth Black

Business Manager

My commission expires
January 29, 2027
(Seal)

STATE OF NEW MEXICO
NOTARY PUBLIC
GUSSIE RUTH BLACK
COMMISSION # 1087526
COMMISSION EXPIRES 01/29/2027

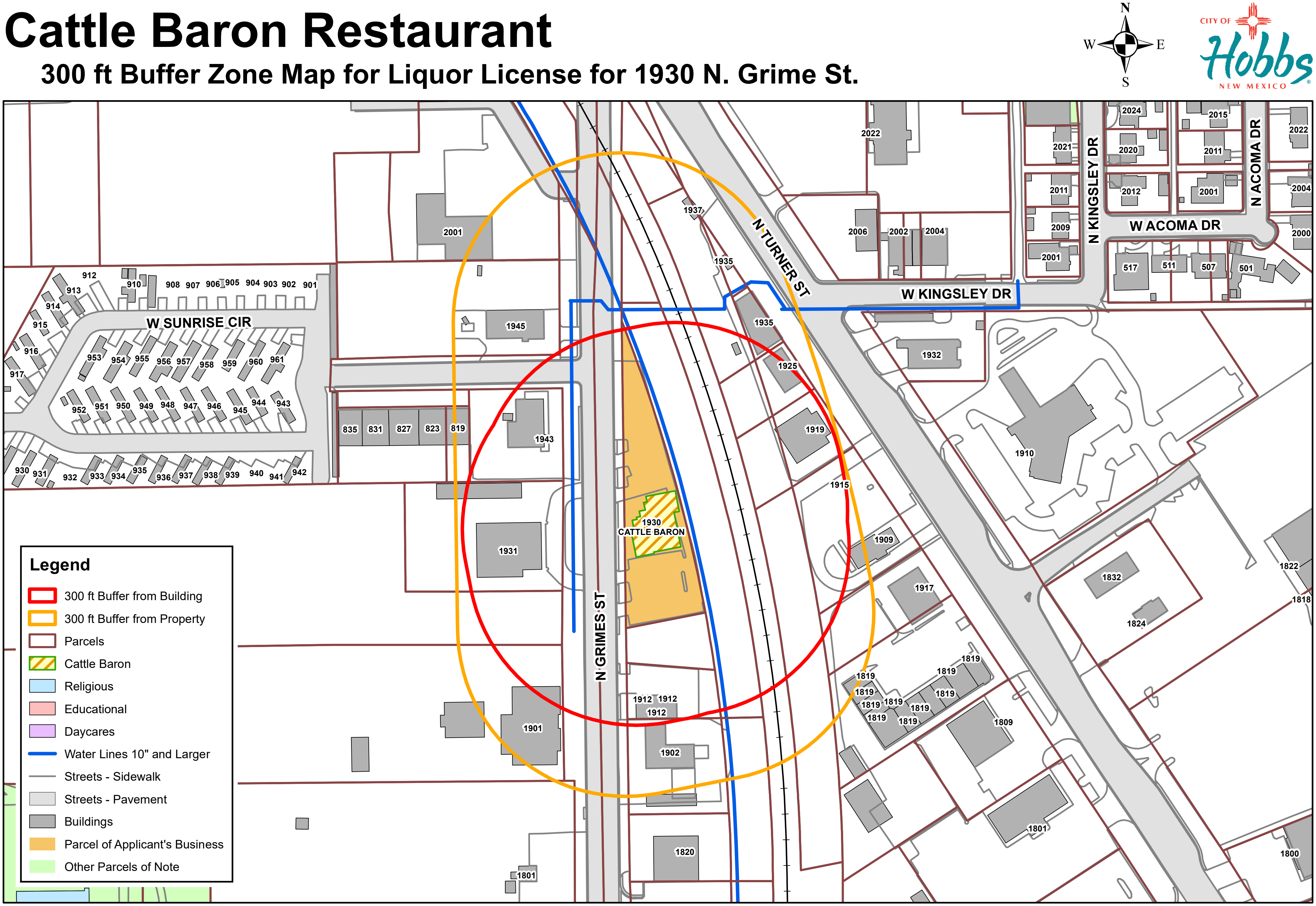
67108146 00311525

CITY OF HOBBS FINANCE DEPT
200 E. BROADWAY ST
HOBBS, NM 88240

This newspaper is duly qualified to publish legal notices or advertisements within the meaning of Section 3, Chapter 167, Laws of 1937 and payment of fees for said publication has been made.

Cattle Baron Restaurant

300 ft Buffer Zone Map for Liquor License for 1930 N. Grime St.



0 110 220 440 660 Feet

City of Hobbbs GIS Division *SY*

Date: 6/5/2026 **1 inch = 220 feet** Time: 1:29:13 PM

DISCLAIMER: THE CITY OF HOBBS MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE OF ANY KIND REGARDING ANY GIS DATA PROVIDED HEREIN OR THE SOURCES OF SUCH DATA. THE CITY OF HOBBS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DATA CONTAINED WITHIN THIS PRODUCT IS PROVIDED BY THE CITY OF HOBBS FOR INFORMATIONAL PURPOSES ONLY AND NOT IN COMPLIANCE WITH ANY LEGAL REQUIRED SURVEYING STANDARD.

CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
July 6, 2026

SUBJECT: PUBLICATION — Proposed Ordinance Amending Chapter 2.32 of the Hobbs Municipal Code Relating to the Planning Board

DEPT OF ORIGIN: Legal
DATE SUBMITTED: 6/18/2026
SUBMITTED BY: Medjine Desrosiers-Douyon, Deputy City Attorney

Summary:
This ordinance amends the Planning Board provisions of the Hobbs Municipal Code to align Planning Board member terms with the Mayor's four-year term of office. The ordinance eliminates staggered terms and establishes a uniform four-year term for all Planning Board members beginning January 1, 2030. As a transition measure, the terms of all current Planning Board members will expire on December 31, 2029, coinciding with the expiration of the current mayoral term.
The ordinance retains the existing appointment process whereby members are appointed by the Mayor and approved by the City Commission. The ordinance also provides that vacancies shall be filled only for the remainder of the unexpired term and clarifies that vacancies are not counted when determining a quorum. Additionally, the ordinance updates the Board's organizational procedures to require the annual election of a Chairperson, Vice Chairperson, and Secretary within forty-five (45) days following January 1 of each year.
The proposed amendments are intended to simplify board administration, provide consistency among City advisory boards, and align board appointments with the City's elected leadership cycle.

Fiscal Impact:

There's no fiscal impact.

Attachments:
2.32 Planning Board 2026

Recommendation:

Staff recommends that the Commission vote to publish the recommended amendments.

Approved By:

Medjine Desrosiers-Douyon, Deputy City Attorney	06/25/2026
Deb Corral, Assistant Finance Director	06/25/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	06/26/2026
Manny Gomez, City Manager	06/26/2026

CITY OF HOBBS
ORDINANCE NO. __________

AN ORDINANCE AMENDING CHAPTER 2.32 OF THE
<u>HOBBS MUNICIPAL CODE RELATING TO THE "PLANNING BOARD"</u>

WHEREAS, the City Commission finds that the Planning Board serves an important advisory function in matters relating to municipal planning, subdivision review, platting, land use, and the orderly growth and development of the City of Hobbs and its extraterritorial planning and platting jurisdiction; and

WHEREAS, the City Commission desires to improve consistency among City advisory boards by aligning Planning Board terms with the term of office of the Mayor; and

WHEREAS, the City Commission finds that establishing four-year terms and a uniform appointment cycle will promote continuity, accountability, and effective long-range planning; and

WHEREAS, the City Commission further finds that attendance by appointed members is essential to the effective operation of the Planning Board and that attendance standards should be established to ensure continued participation by appointed members; and

WHEREAS, the City Commission finds that quorum requirements should be based upon the number of currently appointed and serving members in order to ensure the continued ability of the Planning Board to conduct business when vacancies exist; and

WHEREAS, the City Commission finds that increasing representation from the City's extraterritorial planning and platting jurisdiction will enhance participation by affected property owners and improve planning coordination in areas subject to the Planning Board's jurisdiction.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Chapter 2.32, is hereby amended, and more specifically described, as follows:

Chapter 2.32 PLANNING BOARD

2.32.010 Created—Composition—Appointment of members—City Engineer and City Attorney to act in advisory capacity—Oath—Liaison.

A. There is created a City Planning Board, which shall consist of seven (7) members, six (6) who shall be residents of the City, and one (1) member located outside of the municipal boundaries who shall reside within the five (5) mile extraterritorial planning and platting jurisdiction of the City, who shall be appointed by the Mayor with the approval of a majority of the City Commission and who shall be responsible to the City Commission. The City Engineer and the City Attorney shall act in an advisory capacity to such Board. All members of the Planning Board shall qualify for office by taking an oath to faithfully and impartially discharge the duties of the office.

B. One (1) member of the City Commission shall be a liaison to the Planning Board, without vote. This liaison shall be appointed by the Mayor with the approval of a majority of the City Commission.

2.32.020 Terms—Organization.

Notwithstanding any provision of this section to the contrary, the terms of all current members of the Planning Board shall expire on December 31, 2029, coinciding with the expiration of the Mayor's current term of office, which commenced on January 1, 2026. All members serving on the effective date of this ordinance shall continue to serve until December 31, 2029, unless sooner removed, resign, become disqualified, or are otherwise replaced in accordance with law.

Effective January 1, 2030, all appointments to the Planning Board shall be for terms of four (4) years and shall commence on January 1 and expire on December 31 of the fourth year thereafter. The Mayor shall appoint, subject to any required approval process, members whose terms shall run concurrently with the Mayor's term of office. Any vacancy occurring during a term shall be filled for the unexpired portion of that term only.

The Planning Board shall annually elect from its membership a Chairperson, Vice Chairperson, and Secretary within forty-five (45) days following January 1 of each year.

~~The term of each of the appointed members of the Planning Board shall be for two (2) years; except, that when the Planning Board members are first appointed, a majority of the members shall be appointed for one-year terms and the balance of the members shall be appointed for two-year terms. The terms of the members of the Planning Board shall commence on April 1st of the year in~~

~~which the appointment is made and shall expire on March 31st; provided, that every member of the existing Planning Board shall be a member of the Planning Board until the expiration of the term for which such member was appointed to the Planning Board. The Planning Board, when so appointed, shall meet and organize its body by electing one (1) of the members as Chairperson, one (1) of the members as Vice Chairperson and one (1) of the members as Secretary. Thereafter, annually and within ten (10) days after the appointment of the incoming members, the Planning Board shall reelect its officers.~~

2.32.030 Compensation—Removal of members—Vacancies.

The members of the Planning Board shall serve without compensation as members during the term for which they are appointed, or until their removal or resignation, and until their successors are duly appointed and qualified. The City Commission may remove a member of the Board for cause and shall fill any vacancy on the Planning Board that may occur.

In addition to any other grounds for removal provided by this chapter, a member who is absent from fifty percent (50%) or more of the regularly scheduled meetings of the Board during any twelve-month period shall be deemed to have failed to satisfy the attendance requirements of office and may be removed by the Mayor. Any resulting vacancy shall be filled in accordance with the provisions of this chapter.

2.32.040 Meetings and quorum.

The Planning Board is scheduled to meet once a month. Requests for meetings shall be ~~turned into the City Engineering Department and can be held upon~~ submitted to the City Engineering Department and may be held upon the concurrence of a majority of the Planning Board members. A special meeting may be called at any time by the written request to the Chairperson of the Planning Board by three (3) members, or on call by the Chairperson with the written consent of all members of the Board. All meetings, whether regular or special, shall be open to the public as provided by the laws of the State. A majority of the currently appointed and serving members of the Planning Board shall constitute a quorum for the transaction of business. Vacant positions shall not be counted in determining the number of members required to establish a quorum or to take official action.~~A majority of the whole membership shall constitute a quorum, and~~ N~~n~~o action can be had in the absence of a quorum.

2.32.050 Adoption of rules and regulations.

The Planning Board shall adopt rules and regulations for the government of their own proceedings and to carry out the purposes for which such commission is created, not inconsistent with the legislative acts of the State, this code and other ordinances of the City.

2.32.060 Powers and duties generally.

It shall be the duty of the City Planning Board to carry out the provisions of law relating to planning and platting, to formulate general plans and designs to promote the welfare, beauty and comfort of the City and to improve and develop means of municipal improvement. The Planning Board shall, from time to time, submit reports, maps and plans to the City Commission for such purposes. The Planning Board is authorized to interview and recommend to the City Commission the employment of expert City Planners, Engineers, Landscape Architects or other planning consultants for the preparation of any plan, master plan, proposal or ordinance relative to City planning; provided, that the employment of any such consultant or expert and the determination of the consideration, fees or salaries for such services shall be vested solely in the City Commission. The Planning Board shall submit a copy of the minutes of each meeting to the City Commission.

2.32.070 Time permitted for recommendations on plans, master plans, proposals or ordinances.

Whenever any plan, master plan, proposal or ordinance relating to matters coming within the duties or jurisdiction of the City Planning Board shall have been referred to the City Planning Board for consultation or advice, the City Planning Board shall return the same to the City Commission, with its report and recommendations thereon in writing, within fifty (50) days after the same shall have been referred to the City Planning Board, unless the City Commission shall, in referring the same, direct that a longer or shorter period shall be allowed for such report; provided, that upon the request or recommendation of the City Planning Board, the time for the making of such report and recommendation may be extended, within the discretion of the City Commission.

2.32.080 City not to act on plans or master plans until expiration of time allowed for Board's reports and recommendations.

When any plan, master plan, proposal or ordinance shall have been referred by the City Commission to the City Planning Board, the City shall not take action thereon until the expiration of the time allowed for the report and recommendation of the Board.

2.32.090 Advisory subcommittees—Public hearings.

The Planning Board is authorized to appoint advisory subcommittees, consisting of residents of the City, to assist the Planning Board in their deliberations and recommendations on plans, master plans, proposals or ordinances. Such subcommittees and the Planning Board are authorized to conduct public hearings on all matters relative to the authority vested in the Planning Board by this chapter.

2.32.100 Duty to keep informed on City planning, submit reports and recommendations concerning development generally.

It shall be the duty of the City Planning Board to keep itself informed as to the progress of planning in the City and other communities and to make studies and recommendations for the improvement of the sanitation, recreation and general welfare of the public and to improve traffic transportation and the general convenience of the public. They shall submit to the City Commission, from time to time, plans, reports and recommendations concerning the development of facilities for public recreation, the development and improvement of public parks, boulevards, highways and other grounds and the extension and opening of streets and highways.

PASSED, ADOPTED AND APPROVED this 6th day of July 2026.

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JONATHAN SENA, Mayor

ATTEST:

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JAN FLETCHER, City Clerk

CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
July 6, 2026

SUBJECT: PUBLICATION — Proposed Ordinance Amending Chapter 2.36 of the Hobbs Municipal Code Relating to the Library Board

DEPT OF ORIGIN: Legal
DATE SUBMITTED: 6/18/2026
SUBMITTED BY: Medjine Desrosiers-Douyon, Deputy City Attorney

Summary:
This ordinance amends the Library Board provisions of the Hobbs Municipal Code to align Library Board member terms with the Mayor's four-year term of office. The ordinance eliminates the existing two-year term structure and establishes a uniform four-year term for all Library Board members beginning January 1, 2030. As a transition measure, the terms of all current Library Board members will expire on December 31, 2029, coinciding with the expiration of the current mayoral term.
The ordinance retains the existing appointment process whereby members are appointed by the Mayor and approved by the City Commission. The ordinance also provides that vacancies shall be filled only for the remainder of the unexpired term and clarifies that vacancies are not counted when determining a quorum. Additionally, the ordinance updates the Board's organizational procedures to require the annual election of a Chairperson, Vice Chairperson, and Secretary within forty-five (45) days following January 1 of each year.
The proposed amendments are intended to simplify board administration, provide consistency among City advisory boards, and align board appointments with the City's elected leadership cycle.

Fiscal Impact:

There's no fiscal impact.

Attachments:
2.36 Public Libraries Board 2026

Recommendation:

Staff recommends that the Commission vote to publish the recommended amendments.

Approved By:

Medjine Desrosiers-Douyon, Deputy City Attorney	06/25/2026
Deb Corral, Assistant Finance Director	06/25/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	06/26/2026
Manny Gomez, City Manager	06/26/2026

CITY OF HOBBS
ORDINANCE NO. __________

AN ORDINANCE AMENDING CHAPTER 2.36 OF THE
HOBBS MUNICIPAL CODE RELATING TO THE "PUBLIC LIBRARIES BOARD"

WHEREAS, the City Commission finds that the Public Libraries Board serves an important advisory function in matters relating to the development, operation, budgeting, and governance of the City's public libraries; and

WHEREAS, the City Commission desires to improve consistency among City advisory boards by aligning the terms of Public Libraries Board members with the term of office of the Mayor; and

WHEREAS, the City Commission finds that eliminating staggered terms and establishing uniform four-year terms will promote continuity, accountability, and effective governance of the Public Libraries Board; and

WHEREAS, the City Commission further finds that attendance by appointed members is essential to the effective operation of the Public Libraries Board and that attendance standards should be established to ensure continued participation by appointed members; and

WHEREAS, the City Commission finds that quorum requirements should be based upon the number of currently appointed and serving members in order to ensure the continued ability of the Public Libraries Board to conduct business when vacancies exist;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Chapter 2.36, is hereby amended as more specifically described as follows:

Chapter 2.36 PUBLIC LIBRARIES BOARD

2.36.010 Created—Composition—Appointment of members—Oath.

There is created the Public Libraries Board, which shall consist of six (6) members, who shall be residents of the City, who shall be appointed by the Mayor with the approval of a majority of the City Commission and who shall be responsible to the City Commission. All members of the Library Board shall qualify for office by taking an oath to faithfully and impartially discharge the duties of the office.

2.36.020 Terms—Organization.

~~Three of the members first appointed shall serve for one (1) year and three (3) for two (2) years. Thereafter, there shall be appointed by the Mayor and approved by the City Commission three (3) members of the Planning Libraries Board, who shall serve for a two-year term. The terms of the members of the Library Board shall commence on April 1st of the year in which the appointment is made and shall expire on March 31st; provided, that every member of the existing Library Board shall be a member of the Board until the expiration of the term for which such member was appointed. The Library Board, when so appointed, shall meet and organize its body by electing one (1) of the members as Chairperson, one (1) of the members as Vice Chairperson and one (1) of the members as Secretary. Thereafter, annually and within ten (10) days after the appointment of the incoming members, the Library Board shall reelect its officers.~~

Notwithstanding any provision of this section to the contrary, the staggered term structure for Library Board members is hereby abolished. All current terms of Library Board members shall expire on December 31, 2029, coinciding with the expiration of the Mayor's current term of office.

The members of the Library Board shall continue to be appointed by the Mayor and approved by the City Commission. Effective January 1, 2030, all appointments to the Library Board shall be for terms of four (4) years. Terms shall commence on January 1 of the year of appointment and shall expire on December 31 of the fourth year thereafter. Any vacancy occurring during a term shall be filled in the same manner as the original appointment and only for the remainder of the unexpired term.

Each member serving on the effective date of this ordinance shall continue to serve until December 31, 2029, unless sooner removed, resigns, becomes disqualified, or is otherwise replaced in accordance with law.

The Library Board shall meet and organize by electing one (1) member as Chairperson, one (1) member as Vice Chairperson, and one (1) member as Secretary. Thereafter, annually and within forty-five (45) days following January 1 of each year, the Library Board shall elect its officers for the ensuing year.

2.36.030 Compensation—Removal of members—Vacancies.

The members of the Library Board shall serve without compensation as members during the term for which they are appointed, or until their removal or resignation, and until their successors are duly appointed and qualified. The City Commission may remove a member of the Library Board for cause and shall fill any vacancy on the Library Board that may occur.

In addition to any other grounds for removal provided by this chapter, a member who is absent from fifty percent (50%) or more of the regularly scheduled meetings of the Board during any twelve-month period shall be deemed to have failed to satisfy the attendance requirements of office and may be removed by the Mayor. Any resulting vacancy shall be filled in accordance with the provisions of this chapter.

2.36.040 Meetings—Quorum.

The Library Board shall meet regularly, at ~~last~~ least quarterly ~~once a month~~, on a regular date to be designated by the Library Board; provided, that a special meeting may be called at any time by written request to the Chairperson of the Library Board by three (3) members, or on call by the Chairperson with the written consent of all members of the Board. All meetings, whether special or regular, shall be open to the public as provided by the laws of the State. A fixed number of three (3) members of the Board shall constitute a quorum for the transaction of business at any meeting. If a quorum is present, the affirmative vote of a majority of the members present and voting shall be the act of the Board~~A majority of the currently appointed and serving members of the Library Board shall constitute a quorum for the transaction of business.~~ Vacant positions shall not be counted in determining the number of members required to establish a quorum or to take official action. ~~A majority of the whole membership shall constitute a quorum, and~~ N~~n~~o action can be had in the absence of a quorum.

2.36.050 Powers and duties generally.

The Library Board shall have the power and authority to plan the development of the public libraries within the City, for submission to the City Manager for approval and recommendation to the City Commissioners, and shall be charged with the duties of carrying out the policies of the City Commission with reference to the public libraries. The Library Board shall recommend to the City Commission all necessary rules and regulations governing the use and care of the public libraries. The Library Board shall review the annual budget as prepared by the librarian for each fiscal year and shall make recommendations to the City Manager for submission to the City Commission. The Library Board shall submit a copy of the minutes of each meeting to the City Commission.

2.36.060 Subcommittees—Public hearings.

The Library Board may appoint advisory subcommittees, consisting of residents of the City, to advise and counsel the Library Board on library matters. Such subcommittees and the Library Board are authorized to conduct public hearings on all matters relative to the authority vested in the Library Board by this chapter.

PASSED, ADOPTED AND APPROVED this 6th day of July, 2026.

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JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
July 6, 2026

SUBJECT: PUBLICATION — Proposed Ordinance Amending Chapter 2.40 of the Hobbs Municipal Code Relating to the Utilities Board

DEPT OF ORIGIN: Legal
DATE SUBMITTED: 6/18/2026
SUBMITTED BY: Medjine Desrosiers-Douyon, Deputy City Attorney

Summary:
This ordinance amends the Utilities Board provisions of the Hobbs Municipal Code to align Utilities Board member terms with the Mayor's four-year term of office. The ordinance eliminates the existing staggered-term structure and establishes a uniform four-year term for all Utilities Board members beginning January 1, 2030. As a transition measure, the terms of all current Utilities Board members will expire on December 31, 2029, coinciding with the expiration of the current mayoral term.
The ordinance retains the existing appointment process whereby members are appointed by the Mayor and approved by the City Commission. The ordinance also provides that vacancies shall be filled only for the remainder of the unexpired term and clarifies that vacancies are not counted when determining a quorum. Additionally, the ordinance updates the Board's organizational procedures to require the annual election of a Chairperson, Vice Chairperson, and Secretary within forty-five (45) days following January 1 of each year.
The proposed amendments are intended to simplify board administration, provide consistency among City advisory boards, and align board appointments with the City's elected leadership cycle.

Fiscal Impact:

There's no fiscal impact.

Attachments:
2.40 Utilities Board 2026

Recommendation:

Staff recommends that the Commission vote to publish the recommended amendments.

VERSION HISTORY2

Approved By:

Medjine Desrosiers-Douyon, Deputy City Attorney	06/25/2026
Deb Corral, Assistant Finance Director	06/25/2026

Medjine Desrosiers-Douyon, Deputy City Attorney	06/26/2026
Manny Gomez, City Manager	06/26/2026

CITY OF HOBBS
ORDINANCE NO. __________

AN ORDINANCE AMENDING CHAPTER 2.40 OF THE
<u>HOBBS MUNICIPAL CODE RELATING TO THE "UTILITIES BOARD"</u>

WHEREAS, the City Commission finds that the Utilities Board serves an important advisory function in matters relating to the planning, development, management, and operation of the City Utilities Division; and

WHEREAS, the City Commission desires to improve consistency among City advisory boards by aligning the terms of Utilities Board members with the term of office of the Mayor; and

WHEREAS, the City Commission finds that eliminating staggered terms and establishing uniform four-year terms will promote continuity, accountability, and efficient governance of the Utilities Board; and

WHEREAS, the City Commission further finds that attendance by appointed members is essential to the effective operation of the Utilities Board and that attendance standards should be established to ensure continued participation by appointed members; and

WHEREAS, the City Commission finds that quorum requirements should be based upon the number of currently appointed and serving members in order to ensure the continued ability of the Utilities Board to conduct business when vacancies exist.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Chapter 2.40, is hereby amended, and more specifically described, as follows:

Chapter 2.40 UTILITIES BOARD

2.40.010 Created—Composition—Appointment of members—Utilities Director and City Attorney to act in advisory capacity—Oath—Liaison.

There is created a nonpolitical body known as the Utilities Board, to be constituted of five (5) members, who shall be residents of the City, who shall be appointed by the Mayor with the approval of a majority of the City Commission and who shall be responsible to the City Commission. The City Utilities Director and the City Attorney shall act in an advisory capacity to such Board. All members of the Utilities Board shall qualify for office by taking an oath to faithfully and impartially discharge the duties of the office. One (1) member of the City Commission shall be a liaison to the Utilities Board, without vote. This liaison shall be appointed by the Mayor with the approval of a majority of the City Commission.

2.40.020 Terms—Organization.

~~Three of the members of the Utilities Board first appointed shall serve for one (1) year and two for two years. Thereafter, there shall be appointed by the Mayor and approved by the City Commission three members of the Utilities Board who shall serve for a two-year term. The terms of the members of the Utilities Board shall commence on April 1st of the year in which the appointment is made and shall expire on March 31st, two years later. The Utilities Board, when so appointed, shall meet and organize its body by electing one of the members as Chairperson, one of the members as Vice Chairperson and one of the members as Secretary. Thereafter, annually the Utilities Board shall reelect its officers at the next regularly scheduled board meeting after the appointment of the incoming members.~~

Notwithstanding any provision of this section to the contrary, the staggered term structure for Utilities Board members is hereby abolished. All current terms of Utilities Board members shall expire on December 31, 2029, coinciding with the expiration of the Mayor's current term of office.

The members of the Utilities Board shall continue to be appointed by the Mayor and approved by the City Commission. Effective January 1, 2030, all appointments to the Utilities Board shall be for terms of four (4) years. Terms shall commence on January 1 of the year of appointment and shall expire on December 31 of the fourth year thereafter. Any vacancy occurring during a term shall be filled in the same manner as the original appointment and only for the remainder of the unexpired term.

Each member serving on the effective date of this ordinance shall continue to serve until December 31, 2029, unless sooner removed, resigns, becomes disqualified, or is otherwise replaced in accordance with law.

The Utilities Board shall meet and organize by electing one (1) member as Chairperson, one (1) member as Vice Chairperson, and one (1) member as Secretary. Thereafter, annually and within ten (10) days following January 1 of each year, the Utilities Board shall elect its officers for the ensuing year.

2.40.030 Compensation—Removal of members—Vacancies.

The members of the Utilities Board shall serve without compensation as members during the term for which they are appointed, or until their removal or resignation, and until their successors are duly appointed and qualified. The City Commission may remove a member of the Utilities Board for cause and shall fill any vacancy on the Utilities Board that may occur.

In addition to any other grounds for removal provided by this chapter, a member who is absent from fifty percent (50%) or more of the regularly scheduled meetings of the Utilities Board during any twelve-month period shall be deemed to have failed to satisfy the attendance requirements of office and may be removed by the Mayor. Any resulting vacancy shall be filled in accordance with the provisions of this chapter.

2.40.040 Meetings and quorum.

The Utilities Board shall meet regularly at least once each quarter, on a regular date to be designated by the Utilities Board; provided, that a special meeting may be called at any time by written request to the Chairperson of the Utilities Board by three (3) members, or on call by the Chairperson with the written consent of all members of the Board. All meetings, whether regular or special, shall be open to the public as provided by the laws of the State. A majority of the currently appointed and serving members of the Utilities Board shall constitute a quorum for the transaction of business. Vacant positions shall not be counted in determining the number of members required to establish a quorum or to take official action. ~~A majority of the whole membership shall constitute a quorum, and~~ N~~n~~o action can be had in the absence of a quorum.

2.40.050 Adoption of rules and regulations.

The Utilities Board shall have the authority to adopt rules and regulations for the government of their own proceedings and to carry out the purposes for which such Board is created, not inconsistent with the legislative acts of the State, this code and other ordinances of the City.

2.40.060 Powers and duties generally.

The Utilities Board shall have the power and authority to advise concerning the planning of the developments and management of the City Utilities Division and to make rules and regulations as are necessary to manage and operate the Utilities Division, subject to approval of the City Commission, and shall be charged with the duty of carrying out policies of the City Commission with reference to the City Utilities Division. The Utilities Board shall have no power to mortgage, pledge or otherwise encumber the City or any part thereof or the revenues derived from its operation. The Utilities Board shall submit a copy of the minutes of each meeting ~~tothe~~ to the City Commission.

PASSED, ADOPTED AND APPROVED this 6th day of July, 2026.

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JONATHAN SENA, Mayor

ATTEST:

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JAN FLETCHER, City Clerk

CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
July 6, 2026

SUBJECT: PUBLICATION — Proposed Ordinance Amending Chapter 2.20 of the Hobbs Municipal Code Relating to the Veterans Advisory Board

DEPT OF ORIGIN: Legal
DATE SUBMITTED: 6/18/2026
SUBMITTED BY: Medjine Desrosiers-Douyon, Deputy City Attorney

Summary:
This ordinance amends the provisions governing the Veterans Advisory Board to align member terms with the Mayor's four-year term of office. The ordinance eliminates the existing two-year term structure and establishes a uniform four-year term for all board members beginning January 1, 2030. As a transition measure, the terms of all current board members will expire on December 31, 2029, coinciding with the expiration of the current mayoral term.
The ordinance retains the existing appointment process for each board and provides that vacancies shall be filled only for the remainder of the unexpired term. The ordinance further clarifies that vacancies shall not be counted when determining a quorum.
Additionally, the ordinance updates each board's organizational procedures to require the annual election of officers following January 1 of each year. The Veterans Advisory Board will elect a Chairperson, Vice Chairperson, and Secretary within forty-five (45) days following January 1 of each year.
The proposed amendments are intended to provide consistency among City advisory boards, simplify administration, and align board appointments with the City's elected leadership cycle.

Fiscal Impact:

There is no fiscal impact.

Attachments:
2.62 Veterans Advisory Board 2026

Recommendation:

Staff recommends that the Commission vote to publish the recommended amendments.

VERSION HISTORY 2

Approved By:

Medjine Desrosiers-Douyon, Deputy City Attorney 06/25/2026
Deb Corral, Assistant Finance Director 06/25/2026

Medjine Desrosiers-Douyon, Deputy City Attorney	06/26/2026
Manny Gomez, City Manager	06/26/2026

CITY OF HOBBS
ORDINANCE NO. __________

AN ORDINANCE AMENDING CHAPTER 2.62 OF THE HOBBS MUNICIPAL CODE RELATING TO THE "VETERANS ADVISORY BOARD"

WHEREAS, the City Commission finds that the Veterans Advisory Board serves an important advisory function in matters affecting local veterans, veterans' programs, and the Hobbs Veterans Memorial Park-HAAF; and

WHEREAS, the City Commission desires to improve consistency among City advisory boards by aligning the terms of Veterans Advisory Board members with the term of office of the Mayor; and

WHEREAS, the City Commission finds that establishing uniform term lengths, attendance requirements, meeting schedules, and quorum standards will promote continuity, accountability, and the efficient conduct of Board business; and

WHEREAS, the City Commission further finds that attendance by appointed members is essential to the effective operation of the Veterans Advisory Board and that vacancies should not impair the Board's ability to conduct business.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Chapter 2.32, is hereby amended as more specifically described as follows:

Chapter 2.62 VETERANS ADVISORY BOARD

2.62.010 Purpose.

The Veterans Advisory Board shall advise the City Commission on matters affecting local veterans and propose solutions to alleviate or remedy the needs of local veterans. The Board shall also recognize the contributions local veterans have made and continue to make to the community of Hobbs, New Mexico.

2.62.020 Board—Powers and duties.

The Veterans Advisory Board shall make recommendations to the City Commission on matters affecting veterans. This Board shall recognize and highlight contributions from local veterans in the community. The Board shall advise the City Commission regarding any events held in Hobbs, New Mexico involving veterans. The Board shall also advise the City Commission regarding events held at the Hobbs Veterans Memorial Park HAAF as well as any concerns regarding the care and maintenance of the Memorial. The Board shall recommend policies and procedures related to the preparation, care, and maintenance of Hobbs Veterans Memorial Park-HAAF for adoption by the City

Commission. The Board shall be the sole authority to authorize placement of any names or inscriptions at the Hobbs Veterans Memorial Park HAAF.

2.62.030 Created—Composition—Appointment of members—Oath.

There is created a nonpolitical body known as the Veterans Advisory Board, to be constituted of five (5) members. The Mayor, with the advice and consent of the City Commission, shall appoint five (5) members from names solicited from the local veterans' organizations who shall be residents of Hobbs, New Mexico, and responsible to the City Commission. All members of the Board shall qualify for office by taking an oath to faithfully and impartially discharge the duties of the office.

2.62.040 Terms—Organization.

~~Members of the Veterans Advisory Board shall hold office for a term of two (2) years. The terms of the members of the Board shall commence on April 1st of the year in which the appointment is made and shall expire on March 31st; provided, that every member of the existing Board shall be a member of the Board until the expiration of the term for which such member was appointed, or until their removal or resignation, whichever occurs first. The Board, when so appointed, shall meet and organize its body by electing one (1) of the members as Chairperson, one (1) of the members as Vice Chair and one (1) of the members as Secretary. Thereafter, annually and within forty-five (45) days after the appointment of the incoming members, the Board shall reelect its officers.~~

Notwithstanding any provision of this section to the contrary, all current terms of Veterans Advisory Board members shall expire on December 31, 2029, coinciding with the expiration of the Mayor's current term of office.

The members of the Veterans Advisory Board shall continue to be appointed in the manner prescribed by this Code. Effective January 1, 2030, all appointments to the Veterans Advisory Board shall be for terms of four (4) years. Terms shall commence on January 1 of the year of appointment and shall expire on December 31 of the fourth year thereafter. Any vacancy occurring during a term shall be filled in the same manner as the original appointment and only for the remainder of the unexpired term.

Each member serving on the effective date of this ordinance shall continue to serve until December 31, 2029, unless sooner removed, resigns, becomes disqualified, or is otherwise replaced in accordance with law.

The Veterans Advisory Board shall meet and organize by electing one (1) member as Chairperson, one (1) member as Vice Chairperson, and one (1) member as Secretary. Thereafter, annually and within forty-five (45) days following January 1 of each year, the Veterans Advisory Board shall elect its officers for the ensuing year.

2.62.050 Compensation—Removal of members—Vacancies.

The members of the Veterans Advisory Board shall serve without compensation during the term for which they are appointed. The Mayor may on their own accord, or upon the Board's recommendation, remove a member of the Board for cause via resolution and shall fill any vacancy on the Board that may occur.

In addition to any other grounds for removal provided by this chapter, a member who is absent from fifty percent (50%) or more of the regularly scheduled meetings of the Board during any twelve-month period shall be deemed to have failed to satisfy the attendance requirements of office and may be removed by the Mayor. Any resulting vacancy shall be filled in accordance with the provisions of this chapter.

2.62.060 Meetings and quorum.

The Veterans Advisory Board shall meet at least quarterly, ~~every other month~~, on a regular date to be designated by the Board; provided, that a special meeting may be called at any time by the written request of the Chairperson and joined in writing by at least two (2) members. All meetings, whether regular or special, shall be open to the public as provided by the laws of the State. A majority of the currently appointed and serving members of the Veterans Advisory Board shall constitute a quorum for the transaction of business. Vacant positions shall not be counted in determining the number of members required to establish a quorum or to take official action. ~~A majority of the whole membership shall constitute quorum, and~~ N~~n~~o action can be had in the absence of a quorum.

2.62.070 Adoption of rules and regulations

The Veterans Advisory Board shall adopt rules and regulations for the government of their own proceedings and to carry out the purposes for which such commission is created, not inconsistent with the legislative acts of the State, this code, and other ordinances of the City.

PASSED, ADOPTED AND APPROVED this 6th day of July, 2026.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
July 6, 2026

SUBJECT: PUBLICATION — Proposed Ordinance Amending Section 3.08.130 of the Hobbs Municipal Code Relating to the Lodgers' Tax Advisory Board

DEPT OF ORIGIN: Legal
DATE SUBMITTED:
SUBMITTED BY: Medjine Desrosiers-Douyon, Deputy City Attorney

Summary:
This proposed ordinance amends Section 3.08.130 of the Hobbs Municipal Code relating to the Lodgers' Tax Advisory Board. The amendment clarifies the quorum requirements for conducting Board business by providing that a majority of the currently appointed and serving members shall constitute a quorum. The ordinance further clarifies that vacant positions shall not be counted when determining whether a quorum exists for the transaction of business.
These amendments are intended to ensure the continued operation of the Lodgers' Tax Advisory Board when vacancies occur and to provide clear guidance regarding the Board's ability to conduct official business. The ordinance also corrects and updates existing language for consistency with other City boards and commissions.

Fiscal Impact:

There is no fiscal impact.

Attachments:
3.08.130 Lodgers Tax Advisory Board Duties 2026

Recommendation:

City Staff recommends that the Commission vote to publish the amended ordinance as recommended.

Approved By:

Medjine Desrosiers-Douyon, Deputy City Attorney	06/25/2026
Deb Corral, Assistant Finance Director	06/25/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	06/26/2026
Manny Gomez, City Manager	06/26/2026

CITY OF HOBBS
ORDINANCE NO. __________

AN ORDINANCE AMENDING CHAPTER 3.08.130 OF THE HOBBS MUNICIPAL CODE RELATING TO THE "LODGER'S TAX ADVISORY BOARD"

WHEREAS, the City Commission finds that the Lodger's Tax Advisory Board serves an important advisory function in promoting tourism and advising the City Commission on the expenditure of lodger's tax revenues; and

WHEREAS, the City Commission desires to improve consistency among City advisory boards by aligning the terms of Lodger's Tax Advisory Board members with the term of office of the Mayor; and

WHEREAS, the City Commission finds that establishing uniform term lengths, attendance requirements, and quorum standards will promote continuity, accountability, and the efficient conduct of Board business; and

WHEREAS, the City Commission further finds that attendance by appointed members is essential to the effective operation of the Lodger's Tax Advisory Board and that vacancies should not impair the Board's ability to conduct business;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Chapter 3.08.130, is hereby amended, and more specifically described, as follows:

3.08.130 Lodgers' Tax Advisory Board—Duties.

A. The Mayor shall appoint a five-member Advisory Board that consists of two (2) members who are owners or operators of lodgings subject to the occupancy tax within the municipality, two (2) members who are owners or operators of industries located within the municipality that primarily provide services or products to tourists and one (1) member who is a resident of the municipality and represents the general public. All members of the Lodgers' Tax Advisory Board shall qualify for office by taking an oath to faithfully discharge the duties of the office.

B. Notwithstanding any provision of this section to the contrary, all current terms of the Lodger's Tax Advisory Board members shall expire on December 31, 2029, coinciding with the expiration of the Mayor's current term of office. The members of the Lodger's Tax Advisory Board shall continue to be appointed in the manner prescribed by this Code. Effective January 1, 2030, all appointments to the Lodger's Tax Advisory Board shall be for terms of four (4) years. Terms shall commence on January 1 of the year of appointment and shall expire on December 31 of the fourth year thereafter. Any vacancy occurring during a term shall be filled in the same manner as the original appointment and only for the remainder of the unexpired term.

Each member serving on the effective date of this ordinance shall continue to serve until December 31, 2029, unless sooner removed, resigns, becomes disqualified, or is otherwise replaced in accordance with law.

The Lodger's Tax Advisory Board shall meet and organize by electing one (1) member as Chairperson, one (1) member as Vice Chairperson, and one (1) member as Secretary. Thereafter, annually and within forty-five (45) days following January 1 of each year, the Lodger's Tax Advisory Board shall elect its officers for the ensuing year.

C~~B~~. The Advisory Board shall serve at the pleasure of the City Commission. The Board shall advise the City Commission on the expenditure of funds authorized by Subsection 3.08.140(A) of this chapter for advertising, publicizing, and promotion of tourist related attractions, facilities and events.

D~~C~~. The City Commission shall directly determine expenditures of remaining funds authorized by Subsection 3.08.140(B) of this chapter.

E~~D~~. The Advisory Board may make the final determination on the expenditure of funds authorized by Subsection 3.08.140(A) of this chapter, up to the amount of ten thousand dollars ($10,000.00). The Advisory Board shall submit to the City Commission recommendations for the expenditures of funds authorized by Section 3.08.140A of this chapter in excess of ten thousand dollars ($10,000.00).

F~~E~~. The members of the Lodgers' Tax Advisory Board shall serve without compensation as members during the term for which they are appointed, or until their removal or resignation, and until their successors are duly appointed and qualified. The City Commission may remove a member of the Lodgers' Tax Advisory Board for cause or for failure to remain qualified to serve, and shall fill any vacancy on the Lodgers' Tax Advisory Board that may occur.

G. In addition to any other grounds for removal provided by this chapter, a member who is absent from fifty percent (50%) or more of the regularly scheduled meetings of the Board during any twelve-month period shall be deemed to have failed to satisfy the attendance requirements of office and may be removed by the Mayor. Any resulting vacancy shall be filled in accordance with the provisions of this chapter.

H~~F~~. The Lodgers' Tax Advisory Board shall meet regularly at least quarterly, on a regular date to be designated by the Lodgers' Tax Advisory Board; provided, that a special meeting may be called at any time by the written request to the Chairperson of the Lodgers' Tax Advisory Board by three (3) members, or on call by the Chairperson with the written consent of all members of the Board.

All meetings, whether regular or special, shall be open to the public, as provided by the laws of the State. A majority of the currently appointed and serving members of the Lodger's Tax Advisory Board shall constitute a quorum for the transaction of business. Vacant positions shall not be counted in determining the number of members required to establish a quorum or to take official action. ~~A majority of the whole membership shall constitute a quorum, and no~~. No action can be had in the absence of a quorum.

PASSED, ADOPTED AND APPROVED this 6th day of July, 2026.

____

JONATHAN SENA, Mayor

ATTEST:

____

JAN FLETCHER, City Clerk

CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
July 6, 2026

SUBJECT: PUBLICATION — Proposed Ordinance Amending Chapter 2.28 of the Hobbs Municipal Code Relating to the Community Affairs Board

DEPT OF ORIGIN: Legal
DATE SUBMITTED: 6/18/2026
SUBMITTED BY: Medjine Desrosiers-Douyon, Deputy City Attorney

Summary:
This ordinance amends the provisions governing the Community Affairs Board to align member terms with the Mayor's four-year term of office. The ordinance eliminates the existing two-year term structure and establishes a uniform four-year term for all board members beginning January 1, 2030. As a transition measure, the terms of all current board members will expire on December 31, 2029, coinciding with the expiration of the current mayoral term.
The ordinance retains the existing appointment process for each board and provides that vacancies shall be filled only for the remainder of the unexpired term. The ordinance further clarifies that vacancies shall not be counted when determining a quorum.
Additionally, the ordinance updates each board's organizational procedures to require the annual election of officers following January 1 of each year. The Community Affairs Board will elect a Chairperson, Vice Chairperson, and Secretary within forty-five (45) days following January 1 of each year.
The proposed amendments are intended to provide consistency among City advisory boards, simplify administration, and align board appointments with the City's elected leadership cycle.

Fiscal Impact:

There is no fiscal effect.

Attachments:
2.28 Community Affairs Board 2026

Recommendation:

Staff recommends that the Commission vote to publish the recommended amendments.

Approved By:

Medjine Desrosiers-Douyon, Deputy City Attorney	06/25/2026
Deb Corral, Assistant Finance Director	06/25/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	06/26/2026
Manny Gomez, City Manager	06/26/2026

CITY OF HOBBS
ORDINANCE NO. __________

AN ORDINANCE AMENDING CHAPTER 2.28 OF THE
<u>HOBBS MUNICIPAL CODE RELATING TO THE "COMMUNITY AFFAIRS BOARD"</u>

WHEREAS, the City Commission finds that the Community Affairs Board serves an important advisory function in matters relating to parks, recreation, community services, beautification initiatives, landscape programs, public facilities, and other quality-of-life programs within the City of Hobbs; and

WHEREAS, the City Commission desires to improve consistency among City advisory boards by aligning Community Affairs Board terms with the term of office of the Mayor; and

WHEREAS, the City Commission finds that reducing the membership of the Community Affairs Board from seven (7) members to five (5) members will promote efficiency while maintaining adequate public representation and effective advisory oversight; and

WHEREAS, the City Commission finds that establishing four-year terms and a uniform appointment cycle will promote continuity, accountability, and long-range planning for community affairs, parks, recreation, and related programs; and

WHEREAS, the City Commission further finds that attendance by appointed members is essential to the effective operation of the Community Affairs Board and that attendance standards should be established to ensure continued participation by appointed members; and

WHEREAS, the City Commission finds that quorum requirements should be based upon the number of currently appointed and serving members in order to ensure the continued ability of the Community Affairs Board to conduct business when vacancies exist.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Chapter 2.28, is hereby amended, and more specifically described, as follows:

Chapter 2.28 COMMUNITY AFFAIRS BOARD

2.28.010 Created—Composition—Appointment of members—Oath.

There is created a nonpolitical body known as the Community Affairs Board to be constituted of five~~seven~~ (5~~7~~) members, who shall be residents of the City and who shall be appointed by the Mayor, with the approval of a majority of the City Commission, and responsible to the City Commission. All members of the Community Affairs Board shall qualify for office by taking an oath to faithfully and impartially discharge the duties of the office.

28.020 Terms—Organization.

~~The term of each of the Community Affairs Board members shall be for two (2) years. The terms of the members of the Community Affairs Board shall commence on April 1st of the year in which the appointment is made and shall expire on March 31st; provided, that every member of the existing Community Affairs Board shall be a member of the Community Affairs Board until the expiration of the term for which such member was appointed to the Community Affairs Board. The Community Affairs Board, when so appointed, shall meet and organize its body by electing one (1)of the members as Chairperson, one (1) of the members as Vice Chairperson and one (1) of the members as Secretary. Thereafter, annually and within forty-five (45) days after the appointment of the incoming members, the Community Affairs Board shall reelect its officers.~~

Notwithstanding any provision of this section to the contrary, all current terms of Community Affairs Board members shall expire on December 31, 2029, coinciding with the expiration of the Mayor's current term of office.

The members of the Community Affairs Board shall continue to be appointed in the manner prescribed by this Code. Effective January 1, 2030, all appointments to the Community Affairs Board shall be for terms of four (4) years. Terms shall commence on January 1 of the year of appointment and shall expire on December 31 of the fourth year thereafter. Any vacancy occurring during a term shall be filled in the same manner as the original appointment and only for the remainder of the unexpired term.

Each member serving on the effective date of this ordinance shall continue to serve until December 31, 2029, unless sooner removed, resigns, becomes disqualified, or is otherwise replaced in accordance with law.

The Community Affairs Board shall meet and organize by electing one (1) member as Chairperson, one (1) member as Vice Chairperson, and one (1) member as Secretary. Thereafter, annually and within ten (10) days following January 1 of each year, the Community Affairs Board shall elect its officers for the ensuing year.

2.28.030 Compensation—Removal of members—Vacancies.

The members of the Community Affairs Board shall serve without compensation as members during the term for which they are appointed, or until their removal or resignation, and until their successors are duly appointed and qualified. The City Commission may of its own or upon Community Affairs Board recommendation remove a member of the Community Affairs Board for cause and shall fill any vacancy on the Community Affairs Board that may occur.

In addition to any other grounds for removal provided by this chapter, a member who is absent from fifty percent (50%) or more of the regularly scheduled meetings of the Board during any twelve-month period shall be deemed to have failed to satisfy the attendance requirements of office and may be removed by the Mayor. Any resulting vacancy shall be filled in accordance with the provisions of this chapter.

2.28.040 Meetings and quorum.

The Community Affairs Board shall meet regularly, at least quarterly, ~~every other month,~~ on a regular date to be designated by the Community Affairs Board; provided, that a special meeting may be called at any time by the written request to the Chairperson of the Community Affairs Board with the written consent of all members of the Community Affairs Board. All meetings, whether regular or special, shall be open to the public as provided by the laws of the State. A majority of the currently appointed and serving members of the Community Affairs Board shall constitute a quorum for the transaction of business. Vacant positions shall not be counted in determining the number of members required to establish a quorum or to take official action. ~~A majority of the whole membership shall constitute quorum, and no action can be had in the absence of~~ No action can be had in the absence of a quorum.

2.28.050 Adoption of rules and regulations.

The Community Affairs Board shall adopt rules and regulations for the government of its own proceedings and to carry out the purposes for which such commission is created, not inconsistent with the legislative acts of the State, this code and other ordinances of the City.

2.28.060 Powers and duties generally.

A. The Community Affairs Board shall have the following powers and authority:

1. To carry out the policies of the City Commission with reference to Community Affairs including the Parks System, the recreational facilities and the recreational activities and programs as well as landscape programs and initiatives, beautification and clean-up;

2. To aid the Community Affairs staff in the planning and development of the Park and Recreation System and Community Affairs through open meetings and communications with citizens;
3. To make recommendations and report issues concerning the Community Affairs and Parks and Recreation System to include maintenance, facilities, and programs;
4. To initiate and advise necessary rules and regulations pertaining to the use and care of community facilities and recreational areas;
5. To appoint members to the Senior Citizen Advisory Council.

B. The Community Affairs Board shall submit a copy of the minutes of each meeting to the City Commission.

C. The Community Affairs Board may interview and recommend to the City Commission the employment of a consultant for the preparation of any plan, master plan, proposal or ordinance relative to City parks, community services and programs; provided, that the employment of any such consultant and the determination of the consideration, fees or salaries for such services shall be vested solely in the City Commission.

PASSED, ADOPTED AND APPROVED this 6th day of July, 2026.

____
JONATHAN SENA, Mayor

ATTEST:

____
JAN FLETCHER, City Clerk

CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
July 6, 2026

SUBJECT: PUBLICATION — Proposed Ordinance Amending Chapter 2.20 of the Hobbs Municipal Code Relating to the Cemetery Board

DEPT OF ORIGIN: Legal
DATE SUBMITTED: 6/18/2026
SUBMITTED BY: Medjine Desrosiers-Douyon, Deputy City Attorney

Summary:
This proposed ordinance amends Chapter 2.20 of the Hobbs Municipal Code relating to the Cemetery Board. The ordinance reduces the Cemetery Board membership from six (6) to five (5) members and aligns Board members' terms with the Mayor's four-year term of office. The ordinance eliminates the existing two-year term structure and establishes uniform four-year terms for all Cemetery Board members beginning January 1, 2030. As a transition measure, all current Board member terms shall expire on December 31, 2029, coinciding with the expiration of the current mayoral term.

The ordinance retains the existing appointment process whereby members are appointed by the Mayor and approved by the City Commission. The ordinance further provides that vacancies occurring during a term shall be filled only for the remainder of the unexpired term.

Additionally, the ordinance updates the Board's organizational procedures by requiring the annual election of a President, Vice President, and Secretary within forty-five (45) days following January 1 of each year. The ordinance also clarifies quorum requirements by providing that a majority of the currently appointed and serving members shall constitute a quorum and that vacant positions shall not be counted when determining whether a quorum exists.

The proposed amendments are intended to provide consistency among City advisory boards, improve administrative efficiency, clarify governance procedures, reduce the size of the Board to its intended membership, and align Board appointments with the City's elected leadership cycle.

Fiscal Impact:

There's no fiscal impact.

Attachments:

2.20 Cemetery Board 2026

Recommendation:

Staff recommends that the Commission vote to publish the recommended amendments.

Approved By:

Medjine Desrosiers-Douyon, Deputy City Attorney 06/25/2026

Deb Corral, Assistant Finance Director	06/25/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	06/26/2026
Manny Gomez, City Manager	06/26/2026

CITY OF HOBBS
ORDINANCE NO. __________

AN ORDINANCE AMENDING CHAPTER 2.20 OF THE
<u>HOBBS MUNICIPAL CODE RELATING TO THE "CEMETERY BOARD"</u>

WHEREAS, the City Commission finds that the Cemetery Board serves an important advisory function in the planning, maintenance, and operation of municipal cemeteries; and

WHEREAS, the City Commission desires to improve consistency among City advisory boards by aligning board terms with the term of office of the Mayor; and

WHEREAS, the City Commission finds that reducing the size of the Cemetery Board from six (6) members to five (5) members will promote efficiency while maintaining adequate public representation; and

WHEREAS, the City Commission further finds that attendance by appointed members is essential to the effective operation of the Cemetery Board and that attendance standards should be established to ensure continued participation by appointed members;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Chapter 2.20, is hereby amended, and more specifically described, as follows:

Chapter 2.20 CEMETERY BOARD

2.20.010 Created—Composition—Appointment of members—Oath.

There is created a nonpolitical body known as the Cemetery Board, to be constituted of <u>five</u>~~six~~ (<u>5</u>~~6~~) members, who shall be residents of the City and who shall be appointed by the Mayor with the approval of a majority of the City Commission and responsible to the City Commission. All members of the Cemetery Board shall qualify for office by taking an oath to faithfully and impartially discharge the duties of the office.

Commented [AE1]: Library and cemetery at 6 and quorum at 3

2.20.020 Terms—Organization.

~~Members of the Cemetery Board shall hold office for a term of two (2) years. The terms of the members of the Cemetery Board shall commence on April 1st of the year in which the appointment is made and shall expire on March 31st; provided, that every member of the existing Cemetery Board shall be a member of the Cemetery Board until the expiration of the term for which such member was appointed. The Cemetery Board, when so appointed, shall meet and~~

~~organize its body by electing one (1) of the members as President, one (1) of the members as Vice President and one (1) of the members as Secretary. Thereafter, annually and within forty-five (45) days after the appointment of the incoming members, the Cemetery Board shall reelect its officers.~~

Notwithstanding any provision of this section to the contrary, all current terms of Cemetery Board members shall expire on December 31, 2029, coinciding with the expiration of the Mayor's current term of office.

The members of the Cemetery Board shall continue to be appointed in the manner prescribed by this Code. Effective January 1, 2030, all appointments to the Cemetery Board shall be for terms of four (4) years. Terms shall commence on January 1 of the year of appointment and shall expire on December 31 of the fourth year thereafter. Any vacancy occurring during a term shall be filled in the same manner as the original appointment and only for the remainder of the unexpired term.

Each member serving on the effective date of this ordinance shall continue to serve until December 31, 2029, unless sooner removed, resigns, becomes disqualified, or is otherwise replaced in accordance with law.

The Cemetery Board shall meet and organize by electing one (1) member as President, one (1) member as Vice President, and one (1) member as Secretary. Thereafter, annually and within forty-five (45) days following January 1 of each year, the Cemetery Board shall elect its officers for the ensuing year.

2.20.030 City Clerk to serve as Cemetery Board Clerk and Treasurer.

The City Clerk shall serve as Clerk and Treasurer of the Cemetery Board without additional compensation.

2.20.040 Compensation—Removal of members—Vacancies.

The members of the Cemetery Board shall serve without compensation as members during the term for which they are appointed, or until their removal or resignation, and until their successors are duly appointed and qualified. The City Commission may remove a member of the Cemetery Board for cause and shall fill any vacancy on the Cemetery Board that may occur.

In addition to any other grounds for removal provided by this chapter, a member who is absent from fifty percent (50%) or more of the regularly scheduled meetings of the Board during any twelve-month period shall be deemed to have failed to satisfy the attendance requirements of office and may be removed by the Mayor. Any resulting vacancy shall be filled in accordance with the provisions of this chapter.

2.20.050 Meetings and quorum.

The Cemetery Board shall meet regularly, at least quarterly, on a regular date to be designated by the Cemetery Board; provided, that a special meeting may be called at any time by written request to the president of the Cemetery Board by three (3) members, or on call by the President with the written consent of all members of the Board. All meetings, whether regular or special, shall be open to the public as provided by the laws of the State. A fixed number of three (3) members of the Board shall constitute a quorum for the transaction of business at any meeting. If a quorum is present, the affirmative vote of a majority of the members present and voting shall be the act of the Board~~A majority of the currently appointed and serving members of the Planning Board shall constitute a quorum for the transaction of business.~~ Vacant positions shall not be counted in determining the number of members required to establish a quorum or to take official action. No action can be had in the absence of a quorum. ~~A majority of the whole membership shall constitute a quorum, and no action can be had in the absence of a quorum.~~

2.20.060 Powers and duties generally.

The Cemetery Board shall have the power and authority to plan the development of the City cemeteries, for submission to the City Commission for approval, and shall be charged with the duties of carrying out the policies of the City Commission with reference to the City cemeteries. The Cemetery Board shall recommend to the City Commission all necessary rules and regulations governing the use and care of the City cemeteries. The Cemetery Board shall submit a copy of the minutes of each meeting to the City Commission.

PASSED, ADOPTED AND APPROVED this 6th day of July 2026.

____
JONATHAN SENA, Mayor

ATTEST:

____
JAN FLETCHER, City Clerk

CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
July 6, 2026

SUBJECT: Resolution No. 7796 - Authorizing the Mayor to Execute a Grant Agreement with the JF Maddox Foundation for the Redesign and Renovation of the Lovington Highway Trail Landscape

DEPT OF ORIGIN: Legal
DATE SUBMITTED: 6/25/2026
SUBMITTED BY: Ayana Estrada, Deputy City Attorney

Summary:
The JF Maddox Foundation provided a grant to the City of Hobbs in the amount up to $2,000,000.00 for funding to support the redesign, renovation, and related expenses for the Lovington Highway Trail Landscape (Improvements). The redesign, renovation, and related expenses will not exceed $2,000,000.00. Requests for funds shall be made in writing to the Foundation and with at least (15) days advance notice of when such funds are needed.

Fiscal Impact:

A project code will be created for the grant revenue and project expenditures in the FY27 Final Budget

Attachments:

RESOLUTION - Grant Agreement JF Maddox Foundation
Grant Agreement JF Maddox Foundation

Recommendation:

Consider and approve the Resolution for the Mayor to execute a grant agreement.

Approved By:

Medjine Desrosiers-Douyon, Deputy City Attorney	06/26/2026
Deb Corral, Assistant Finance Director	06/26/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	06/26/2026
Manny Gomez, City Manager	06/26/2026

CITY OF HOBBS

RESOLUTION NO. ___7796___

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT WITH THE JF MADDOX FOUNDATION FOR THE REDESIGN AND RENOVATION OF THE LOVINGTON HIGHWAY TRAIL LANDSCAPE

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is, authorized and directed to execute on behalf of the City of Hobbs a grant agreement and any supporting documentation for the implementation of the grant agreement requirements, with the JF Maddox Foundation for the redesign and renovation of the Lovington Highway Trail Landscape, up to and not to exceed $2,000,000.00. The agreement provides that the grant funds shall be used for approved design and construction related expense for redesign and renovation improvements. Requests for funds under the grant shall be made in writing with sufficient supporting documentation to the Foundation with at least (15) days' advance notice of when such funds are needed. A copy of the grant agreement is attached hereto and incorporated herein by reference.

PASSED, ADOPTED AND APPROVED this 6th day of July, 2026.

____
JONATHAN SENA, Mayor

ATTEST:

____
JAN FLETCHER, City Clerk

jfmaddox foundation

GRANT CONTRACT

APPROVAL DATE: **August 19, 2025**
GRANT NUMBER: **2007331**
AMOUNT: **Up to $2,000,000**

GRANTOR: J. F Maddox Foundation, a New Mexico Nonprofit Corporation (Foundation)

GRANTEE: City of Hobbs (Grantee)

1. This Grant is to provide up to TWO MILLION DOLLARS ($2,000,000) to Grantee for design and construction related expenses for the redesign and renovation of the Lovington Highway Trail Landscape (Improvements). The redesigned Improvements will address critical maintenance and sustainability challenges by replacing ornamental grasses with xeriscaping, crushed granite, and heat-tolerant plants, while preserving existing trees.

2. Grantee agrees to the following terms:

   A. Requests for funds under this Grant shall be made in writing to the Foundation and with at least 15 days advance notice of when such funds are needed.

   B. Design: Up to $275,000 of this award is available to Grantee to engage landscape architecture and planning firm Pland Collaborative (Firm) to design and complete construction documents for the full Lovington Highway Trail (Trail) as described in the proposal dated May 26, 2026. (Such engagement expenses shall also include reimbursement expenses from the Firm including travel, printing, etc.) Such funds will be disbursed to Grantee upon receipt by Foundation of Grantee's written request(s), which shall include sufficient supporting documentation for actual expenses incurred by Grantee related to this project. Grantee's written request(s) for Grant funds shall be submitted to the Foundation no later than December 1, 2026.

   C. Removal: Up to $350,000 of this award is available for the removal of pampas grass and weeping lovegrass on the Trail and replacement with appropriate material. Such funds will be disbursed to Grantee upon receipt by Foundation of Grantee's written request(s), which shall include sufficient supporting documentation for actual expenses incurred by Grantee related to this project. Grantee's written request(s) for Grant funds shall be submitted to the Foundation no later than December 1, 2026.

   D. Construction: All remaining Grant funds (including any funds remaining from Paragraphs 2B and 2C not requested) are available for the construction phase after the Firm's construction documents are completed and approved by the Foundation and Grantee and the grasses above have been removed. Such funds will be disbursed to Grantee upon receipt by Foundation of Grantee's written request(s), which shall include sufficient supporting documentation for actual expenses incurred by Grantee related to this project. Grantee's written request(s) for Grant funds shall be submitted to the Foundation no later than October 31, 2027. Any funds not requested at that time may be forfeited.

E. Grantee must submit construction phases including location and design in writing to the Foundation for approval before starting construction.

F. Funding hereunder shall not include Grantee's indirect costs such as compensation and benefits for Grantee's employees who perform work on Improvements.

G. Although the Grant funds are not required to be physically segregated in a separate account, Grantee agrees to account for such funds separately on Grantee's books and records for ease of reference and verification.

H. Notwithstanding the foregoing, Grant funds are not available until Grantee has provided sufficient documentation to the Foundation that the following condition has first been met:

i. Before construction commences, the Foundation and Grantee must mutually agree to the final design and location of the Improvements.

3. The representations, warranties, requirements, terms and conditions set forth in Exhibit A are incorporated by reference and made a part of this Contract. Grantee understands that any breach of any provision of this Contract, including the provisions contained in Exhibit A, may result in termination of the Grant, the suspension of Grant payments, and/or an obligation to return Grant funds to the Foundation.

4. Reporting Requirements (Exhibit B):

A. All Improvements funded by this Grant must be completed by Grantee by November 30, 2027.

B. Grantee agrees to submit a final written report to the Foundation of the total cost of the Improvements, including digital photographs of all Improvements, no later than December 31, 2027.

5. The undersigned are authorized to execute legal agreements on behalf of Grantee, and these signatures will serve as certification that the authorized signatories have read and understand the requirements, terms, and conditions of this Grant Contract.

J. F MADDOX FOUNDATION

By: TJ Parks
TJ Parks
Chief Executive Officer

CITY OF HOBBS

By: ______________________ ______________________
Jonathan Sena Date
Mayor

By: ______________________ ______________________
Manuel Gomez Date
City Manager

Exhibit A

Requirements, Terms, and Conditions of Grant Contract

1. Grantee agrees that the Grant funds will only be expended for the purpose(s) as defined in Paragraph 1 above of this Grant Contract, and that any earnings accruing from these Grant funds prior to expenditure by Grantee shall also be used for such purpose(s), and that any funds not so used will be returned to the Foundation.

2. Grantee represents that it is a tax-exempt state or political subdivision described in Section 170(c)(1) of the Code.

3. Grantee agrees to immediately notify the Foundation, in writing, if (i) Grantee's federal tax-exempt status or its classification under Section 509 of the Code is revoked or altered; (ii) Grantee has received notice from the IRS or otherwise has reasonable grounds to believe that its tax-exempt status or its classification under Section 509 of the Code may be revoked or altered; or (iii) Grantee has reason to believe that these Grant monies cannot be, or continue to be, expended for the specified purpose(s). In the event that Grantee's tax-exempt status is lost or is challenged by the IRS or if the Grant funds cannot be expended for the specified purpose, the Foundation reserves the right in its absolute discretion to terminate the Grant, in which event Grantee agrees to immediately return to the Foundation any remaining unexpended Grant monies plus any portion of the expended Grant funds not actually spent for the purpose(s) of the Grant.

4. For New Mexico corporations, Grantee represents and warrants that it is an organization in good standing with the New Mexico Secretary of State (NMSOS). Grantee agrees to immediately notify the Foundation, in writing, if Grantee's good standing with the NMSOS is revoked or altered.

5. The Foundation assumes no responsibility for any injuries, damages, or liabilities (including, but not limited to, attorney fees and costs) directly or indirectly resulting or arising from the project funded by this Grant. By accepting this Grant, Grantee agrees to indemnify and hold harmless the Foundation and each of its directors, officers, employees, representatives, and agents from and against any and all claims, liabilities, losses, and expenses resulting or arising from or in connection with this Grant.

6. Grantee will maintain adequate financial records related to the expenditure of Grant funds.

7. Grantee agrees that there will be no commission or other similar compensation related to this Grant paid by Grantee to any employee, officer, or agent of Grantee.

8. Grantee agrees that no part of the funds received from this Grant will be used to carry on propaganda, support or oppose specific legislation, participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, influence the outcome of any public election, or participate in any voter registration drive.

9. Grantee will furnish to Foundation such additional information or reports concerning the Grant funds, the Grantee, or the project being funded as the Foundation may from time to time reasonably request. This Grant is subject to audit by the Foundation at the Foundation's expense. This Grant is also subject to monitoring and evaluation by Foundation staff and/or outside consultants at the Foundation's expense.

10. The foregoing terms and conditions are to comply with the obligations of the Foundation to make reasonable efforts and establish adequate procedures to ensure that its grant funds are spent for the charitable purposes for which granted. Changes in the applicable law, or in regulations interpreting the law, may require the Foundation to request changes or additions to such terms and conditions. The Foundation will promptly inform Grantee in such event and the parties agree to cooperate in a good faith effort to make any such changes or additions that may be required under applicable law.

11. Grantee shall not assign this Grant Contract or any payment due or to become due under this Grant Contract without the prior, express, and written consent of the Foundation.

12. Neither this Grant Contract, the Grant nor any action by the Foundation pursuant to this Grant Contract shall make the Foundation liable to Grantee or to any other party as a joint venturer, partner, or other participant with respect to the activities of Grantee funded by the Grant. No parties other than Grantee and Foundation shall have any rights, claims, or causes of action pursuant to this Grant Contract or the Grant.

13. Grantee agrees that the Foundation has no contractual obligation to or with any service provider engaged by Grantee for the purposes of this Grant.

14. If any provision of this Grant Contract is judicially determined to be void or unenforceable, such provision shall be construed to be severable from the other provisions hereof, which shall retain full force and effect.

15. This Grant Contract shall be construed in accordance with and governed by the laws of the State of New Mexico. Should a dispute arise as to the contents or construction of the Grant Contract, the parties agree to submit to the jurisdiction and venue of the District Court of Lea County, New Mexico.

16. This Grant is conditional upon Grantee's acceptance of all of the terms and conditions set forth in this Grant Contract. Upon receipt of an original signed and dated Grant Contract, the Foundation will make payment subject to the terms stated herein.

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Initial

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Initial

Exhibit B

Deliverables

December 1, 2026	Grantee's written request(s), which shall include sufficient supporting documentation for actual expenses incurred by Grantee related to the Design of the Improvements. Grantee's written request(s) for Design funds shall be submitted to the Foundation no later than December 1, 2026
December 1, 2026	Grantee's written request(s), which shall include sufficient supporting documentation for actual expenses incurred by Grantee related to the Removal for the Improvements. Grantee's written request(s) for Removal funds shall be submitted to the Foundation no later than December 1, 2026
October 31, 2027	Grantee's written request(s), which shall include sufficient supporting documentation for actual expenses incurred by Grantee related to the Construction for the Improvements. Grantee's written request(s) for Construction funds shall be submitted to the Foundation no later than December 1, 2026
November 30, 2027	All Improvements funded by this Grant must be completed by Grantee by November 30, 2027
December 31, 2027	A final written report to the Foundation of the total cost of the Improvements, including digital photographs of all Improvements, no later than December 31, 2027

CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
July 6, 2026

SUBJECT: Consideration of Approval of Bid No. 1626-26 for Mill and Overlay of Marland Blvd. and Recommendation to Accept Bid from Constructors, Inc., in the Amount of $2,187,640.

DEPT OF ORIGIN: General Services
DATE SUBMITTED: 6/11/2026
SUBMITTED BY: Shelia Baker, General Services Director

Summary:
An advertisement was placed in the local newspaper, placed on the City of Hobbs website and was sent to plan rooms. Three responsive bids were submitted.

Bids were due by 2:00 PM on Tuesday, June 9, 2026 for the Marland Blvd. Mill and Overlay for the City of Hobbs. The project location is Marland Blvd. from Sanger St. to approximately 100 feet west of Leech St., 2.3 miles.

Contractor	Bid Amount
J&H Services	$3,095,550.00
Constructors, Inc.	$2,187,640.00
Ramirez and Sons, Inc.	$3,164,124.00

It is the recommendation of the General Services Dept. that Bid No. 1626-26 be awarded to Constructors, Inc. as the low bidder, in the amount of $2,187,640.00 (not including tax). This project was awarded $2,050,000 in Legislative Funds.

A proposed project schedule will be presented to the City at the pre-construction meeting. Work is anticipated to be complete within one year.

Fiscal Impact:

Budget Number: 214021-44901-00392, 010423-44901-00148
Total Bid Amount: $2,331,203.88 (inclusive of NMGRT)
Budget Amount: $2,050,000, $7,505,760

Attachments:
Bid Summary 1626-26 Marland Blvd Mill &Overlay

Recommendation:

Consideration to award Bid No. 1626-26 to Constructors, Inc.

Approved By:

Shelia Baker, General Services 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	06/24/2026

BID SUMMARY

BID/PROPOSAL NO. 1626-26 6/09/26

FURNISH MARLAND BLVD MILL AND OVERLAY

BIDDER	J & H SERVICES 10616 GULTON CT NE, STE 90 ABQ, NM 887109	CONSTRUCTORS, INC 3003 S. BOYD DR, CARLSBAD NM 88220	RAMIREZ AND SONS, 3404 N ENTERPRISE DR , HOBBS NM 88240	
NM CONTRACTORS LICENSE	YES	YES	YES	
BID BOND	NO	YES	YES	
ADDENDUMS	YES	YES	YES	
BID FORM	YES	YES	YES	
SUBCONTRACTORS LIST	YES	YES	YES	
RESIDENT BIDDERS PREFERENCE NO.	YES	YES	YES	
VETERANS PREFERENCE	NO	NO	NO	
CAMPAIGN CONTRIBUTION FORM	YES	YES	YES	
NON-COLLUSION AFFIDAVIT	YES	YES	YES	
RELATED PARTY DISCLOSURE FORM	YES	YES	YES	
CERTIFICATION REGARDING DEBARMENT	YES	YES	YES	
BASE BID TOTAL				
ALTERNATE 1				
ALTERNATE 2				
ALTERNATE 3				
ALTERNATE 4				
TOTAL	3,095,550.00	2,187,640.00	3,164,124.00	