



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

Monday, January 5, 2026 - 6:00 PM

R. Finn Smith Commissioner - District 1	Jonathan Sena Mayor	Larron B. Fields Commissioner - District 3
Joseph D. Calderón Commissioner - District 4	Christopher R. Mills Commissioner - District 2	Don R. Gerth Commissioner - District 6
	Dwayne Penick Commissioner - District 5	

AGENDA

City Commission Meetings are
Broadcast Live on KHBX FM 90.7 Radio and
View Online at www.hobbsnm.org

ADMINISTRATION OF OATHS OF OFFICE

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

ORGANIZATIONAL MEETING OF THE CITY COMMISSION

1. Selection of Mayor Pro-Tem Pursuant to Section 5-1 of the Hobbs City Charter
(*Mayor Jonathan Sena*)

APPROVAL OF MINUTES

2. Minutes of the December 15, 2025, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

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

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

3. Resolution No. 7716 - Determining Reasonable Notice of Public Meetings for the City of Hobbs Pursuant to the New Mexico Open Meetings Act (*Ayana Estrada, Deputy City Attorney*)
4. Resolution No. 7717 - Authorizing the Submission of an Application for the New Mexico Department of Health EMS Fund Act Local Funding Program Fiscal Year 2026 (*Mark Doporto, Fire Chief*)
5. Consideration of Approval of the Paid Time Off (PTO) Payout for Calendar Year 2025 (*Toby Spears, Finance Director*)
6. Resolution No. 7718 - Authorizing the City Manager's Litigation Authority (*Medjine Desrosiers-Douyon, Deputy City Attorney*)
7. Resolution No. 7719 - Authorizing the Mayor of the City of Hobbs to Act and Sign on Behalf of the City of Hobbs Any Documents Necessary to Accept a Trust in Which the City of Hobbs is Named as a Beneficiary, Provided the Trust Imposes No Ongoing Fiduciary Obligations on the City for FY 26 (*Medjine Desrosiers-Douyon, Deputy City Attorney*)

DISCUSSION

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

8. PUBLIC HEARING: Resolution No. 7720 - Regarding the Application of Black Gold Distilling, LLC, d/b/a Black Gold Distilling, 1010 West Joe Harvey Blvd., Hobbs, New Mexico, for a Spirits, Beer and Wine Wholesaler Liquor License (*Ayana Estrada, Deputy City Attorney*)
9. FINAL APPROVAL: Ordinance No. 1168 - Authorizing the Exchange of Real Property Between the City of Hobbs and The GEO Group, Inc., ("GEO"), Including Conveyance of Approximately 66.64 Acres of City-Owned Land to GEO and Acceptance of Approximately 68.15 Acres of GEO-Owned Land,

Together with an Equalization Payment to the City (*Todd Randall, Assistant City Manager*)

10. Resolution No. 7721 - Approving an Infrastructure Extension Development Agreement with Rivas Properties, LLC Concerning the Development of Public Infrastructure (*Todd Randall, Assistant City Manager*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

11. Next Meeting Dates:

City Commission Regular Meetings

- Tuesday, January 20, 2026, at 6:00 p.m.
- Monday, February 2, 2026, at 6:00 p.m.
- Tuesday, February 17, 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:
January 5, 2026

SUBJECT: Minutes of the December 15, 2025, Regular Commission Meeting

DEPT OF ORIGIN: City Clerk

DATE SUBMITTED: 12/22/2025

SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Minutes of the regular Commission meeting held on December 15, 2025.

Fiscal Impact:

N/A

Attachments:

December 15, 2025 - Minutes

Recommendation:

Motion to approve the minutes.

Approved By:

Jan Fletcher, City Clerk 12/22/2025

Manny Gomez, City Manager 12/22/2025

Minutes of the regular meeting of the Hobbs City Commission held on Monday, December 15, 2025, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also broadcast via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

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

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

Also present:

Todd Randall, Assistant City Manager
Ayana Estrada, Deputy City Attorney
Amber Leija, Assistant City Attorney
Wade Lyons, Deputy Police Chief
Jessica Silva, Code Enforcement Superintendent
Mark Doporto, Fire Chief
Ryan Herrera, Deputy Fire Chief
Shawn Williams, Fire Marshal
Hayden Able, Fire Inspector
Anthony Henry, City Engineer
Bryan Wagner, Parks and Open Spaces Director
Matt Hughes, Rockwind Superintendent
Doug McDaniel, Recreation Director
Bobby Arther, Municipal Judge
Shannon Arguello, Municipal Court Administrator
Evelyn Nunez, Event Coordinator
Nichole Lawless, Library Director
Toby Spears, Finance Director
Nicholas Goulet, Human Resources Director
Tracy South, Assistant Human Resources Director
Bill Griffin, WWRF Superintendent
Shelia Baker, General Services Director
Selena Estrada, Risk Management
Christa Belyeu, I.T. Director
Julie Nymeyer, Executive Assistant
Jan Fletcher, City Clerk
Rose Galavez, Deputy City Clerk
Alyxandra Salas, Assistant Deputy City Clerk
15 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 December 1, 2025 be approved as written. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Smith yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Mr. Todd Randall, Assistant City Manager, recognized the following employees for their Milestone Service Awards for the month of December, 2025:

- 10 years - Shannon Arguello, Municipal Court
- 10 years - Dustyn Wright, Hobbs Police Department
- 15 years - Ryan Inman, Hobbs Fire Department
- 15 years - Christopher Maynard - Utilities Department
- 25 years - Tim Woomer, Utilities Department

Mr. Randall thanked the Commission for recognizing the employees. He reviewed highlights about the work of each employee. He expressed gratitude to each employee for their hard work and also thanked the employees' families for their contributions to the organization

Public Comments

Mayor-Elect Jonathan Sena thanked Mayor Cobb and the City Commissioners for their leadership and service to the City. He also expressed his appreciation to all City staff for their hard work and years of dedicated service. Mayor-Elect Sena stated he is looking to working collaboratively with everyone to build consensus and address the issues which matter most to the community. He described Mayor Cobb as a good friend and a good man, and shared his gratitude for Mayor Cobb's mentorship and kindness. He wished the late S. G. Cobb and Mrs. Rhonda Cobb, members of the Mayor's family, could have been present to celebrate and enjoy his retirement. Mayor-Elect Sena shared a quote from a movie that he felt resonated with the moment: "Attitude reflects leadership", noting the City of Hobbs has an optimistic attitude because of Mayor Cobb's leadership. He concluded by stating he is looking forward to serving alongside the Commission.

Commissioner Calderón shared a story from the Municipal League meeting in Santa Fe in which he and Mayor-Elect Sena both attended. He noted it was an enjoyable experience although they may have eaten too much.

Consent Agenda

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

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

Resolution No. 7711 - Authorizing Execution of a Grant Agreement with New Mexico Environment Department for Capital Outlay Project SAP 25-J2400-GF and Repealing Resolution No. 7694

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

Discussion

Update on Improvements in Downtown Hobbs

Ms. Lorena Chavarria, Executive Director of the Downtown Improvement Association (DIA) of Hobbs, presented an update on the organization's progress over the past year since its establishment in 2024. She began by outlining the strategic alignment with Pland Collaborative, an inclusive planning initiative designed to revitalize Downtown Hobbs.

Ms. Chavarria highlighted several key projects and programs currently underway, including:

- Placemaking and Public Art
- Programming and Community Engagement
- Infrastructure and Façade Improvements
- Economic Vitality through Partnerships
- Business and Restaurant Recruitment
- MainStreet Designation

Ms. Chavarria explained that DIA programming and community workshops support the arts through dance, art and other creative efforts, while additional events advance the vision of an active downtown nightlife. Ms. Chavarria discussed the Facade

Improvement Grant Program which is intended to reinvest in existing downtown businesses and help revitalize locally owned establishments. She emphasized the initiative is not meant to compete with North Hobbs but rather to coexist by offering a distinct downtown experience centered on walkability, infrastructure, and aesthetic improvements.

Ms. Chavarria also announced the upcoming opening of a new restaurant in Downtown Hobbs led by Ms. Joy Fields, a business and restaurant entrepreneur who is investing in the community. The restaurant will serve as an anchor establishment, offering an eclectic and tasteful dining experience, with an application pending for a restaurant liquor license.

Mayor Cobb provided additional context regarding the restaurant's alcohol license, noting that its use is limited by hours and requires food sales to exceed alcohol sales. He emphasized the goal of maintaining a family-friendly atmosphere while recognizing alcohol service can be an integral component of a modern restaurant experience. Mayor Cobb stressed the importance of the Commission's support for DIA's efforts and reiterated the City's commitment to creating a walkable, family-oriented downtown for residents and visitors. He also noted careful consideration and monitoring are involved in selecting partners and participants for downtown projects.

Ms. Chavarria continued by discussing placemaking and public art initiatives, including the Día de los Muertos Festival. She explained that achieving MainStreet Organization status requires formal support from the City through designated funding and Memorandums of Understanding (MOUs), emphasizing strong partnerships are essential to the success of downtown revitalization efforts. Día de los Muertos was highlighted as a Frontier Project which showcased cultural celebration through dance, music, art, and entertainment, attracting visitors from outside the community. Similarly, the downtown murals have drawn visitors from as far as Oregon, Colorado, Oklahoma and California.

Finally, Ms. Chavarria discussed the Business Incubator program, a partnership with WESST, a non-profit organization focused on small business development. The program received more than 20 applications and served over 15 businesses through a business accelerator, with the goal of preparing participants for brick-and-mortar locations. She emphasized the significant opportunity for growth and retention of businesses in Downtown Hobbs. Ms. Chavarria concluded by outlining future initiatives, including the Shipp Street Plaza project, which is scheduled to break ground in January 2026.

Mayor Cobb thanked Ms. Chavarria for the detailed presentation.

Action Items

Resolution No. 7712 - Authorizing the Mayor to Execute a Memorandum of Agreement Between Lea County, New Mexico and the City of Hobbs for Construction Improvements at the Animal Adoption Center

Ms. Ayana Estrada, Deputy City Attorney, explained the Memorandum of Agreement between the City of Hobbs and Lea County for construction improvements at the Animal Adoption Center. Lea County has approved the award of \$150,000.00 in discretionary funds to the City of Hobbs for upgrades to the Center's animal exercise area. These improvements include metal canopies for shade and cover, new fencing, artificial turf, waterlines, and hose bibs. The funds from Lea County are from the budgeted discretionary funds of District 3 County Commissioner Gary Eidson.

There being no discussion, Commissioner Penick moved to approve Resolution No. 7712 as presented. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Fields yes, Calderón yes, Penick yes, Gerth yes, and Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

PUBLICATION: Proposed Ordinance Authorizing the Exchange of Real Property Between the City of Hobbs and The GEO Group, Inc., ("GEO"), Including Conveyance of Approximately 66.64 Acres of City-Owned Land to GEO and Acceptance of Approximately 68.15 Acres of GEO-Owned Land, Together with an Equalization Payment to the City

Mr. Todd Randall, Assistant City Manager, stated the City of Hobbs owns approximately 66.64 acres located north of the former Lea County Correctional Facility site. GEO owns approximately 68.15 acres of adjacent property. GEO also owns the improvements (former correctional buildings) located on the City Property. To resolve outstanding issues regarding facility ownership interests and to support future redevelopment of the HIAP area, City staff and GEO have negotiated a Real Estate Purchase and Exchange Agreement (REPA). The proposed exchange results in the City receiving slightly more acreage and a \$125,000.00 equalization payment based on independent appraisals establishing. The City Property Appraised at a value of \$600,000.00 and the GEO Property Appraised for a value of \$475,000.00. With the agreement attached, GEO group will be paying for all closing costs and any property taxes, surveys or environmental assessments associated with it. The City agreed to pay 50% of the appraisal that has been completed. If publication is approved today, this item will come back before the Commission in January for final adoption.

Mayor Cobb stated the land was originally deeded to the County with restrictions limiting its use to a state penitentiary or a county detention facility; however, that use is no longer viable for GEO. He noted that City ownership would be more beneficial,

as it would allow for expansion and support economic development in the area. He added that there is interest from companies seeking properties adjacent to the nearby runways which could create job opportunities for the community. Mayor Cobb emphasized that City ownership would not encumber the City or involve it in any decisions between the State and GEO regarding the property's use. He stated he believes this represents a sound business decision and a strong opportunity to identify the best possible use for the GEO Group property.

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

Resolution No. 7713 - Accepting an Intergovernmental Agreement with the New Mexico Department of Workforce Solutions for an Affordable Housing Grant

Mr. Todd Randall, Assistant City Manager, recommended approval of a resolution accepting an Intergovernmental Agreement (IGA) from the New Mexico Department of Workforce Solutions (DWS) in the amount of \$860,000.00 for the Habitat for Humanity West Copper Street Development. The resolution also establishes a 15-year affordability period in accordance with Chapter 3.14 of the Hobbs Municipal Code and requires that the Sub-Recipient Agreement with Habitat for Humanity be returned to the City Commission for approval.

Mr. Randall stated the State of New Mexico, through House Bill 2 (2025), awarded the City of Hobbs funding to support the development of affordable housing units. DWS has issued an IGA allocating \$860,000.00 to assist with the construction of 14 Habitat for Humanity homes on West Copper Street.

Pursuant to the City's Affordable Housing Ordinance, Mr. Randall stated affordability requirements are based on the value of the housing assistance provided per unit. The estimated per unit subsidy of approximately \$61,429.00 places this project within the \$40,000.00 to \$100,000.00 assistance tier, which requires a minimum affordability period of 15 years. In accordance with the IGA, a Sub-Recipient Agreement between the City of Hobbs and Habitat for Humanity is required and will be presented to the City Commission for consideration at a future meeting.

There being no discussion, Commissioner Fields moved to approve Resolution No. 7713 as presented. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Smith yes, Fields yes, Calderón yes, Penick yes, Gerth yes, and Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7714 - Authorizing the Mayor to Execute a Letter of Financial Support and Conditional Approval for Chelsea Investment Corporation – Landmark Redevelopment Project

Mr. Todd Randall, Assistant City Manager, stated Chelsea Investment Corporation submitted a proposal dated December 3, 2025, requesting financial assistance from the City of Hobbs for the redevelopment of the Landmark property located at 200 South Linam Street. The proposed project includes a 90-unit affordable multifamily housing development serving households earning 30%, 60%, and 80% of Area Median Income (AMI). The development is intended to support downtown revitalization efforts and address long-term housing needs in the community. He stated Chelsea Investment Corporation is requesting \$2,000,000.00 from the City of Hobbs in the form of a forgivable loan. The City's contribution would be layered with Low-Income Housing Tax Credits (LIHTC), tax-exempt bonds, private financing, and a \$4 million contribution from the Maddox Foundation. The total funding gap for the project is \$7.5 million and with the City's proposed \$2 million contribution, an additional \$5.5 million would be required to fully fund the project.

In addition to securing the remaining financing, Mr. Randall stated the project must obtain approval from the New Mexico Mortgage Finance Authority (MFA) as part of the 4% LIHTC and tax-exempt bond financing process. The proposed City contribution consists of a \$2,000,000.00 forgivable loan structured under the City's Affordable Housing Incentive Program (AHIP), contingent upon full compliance with the New Mexico Affordable Housing Act and applicable City ordinances. No City funds would be disbursed until all required agreements are executed, MFA approvals are obtained, and the terms of the development agreement are satisfied. Staff recommends requiring a minimum affordability period of 40 years. During this period, all 90 units must remain income-restricted and operate in compliance with LIHTC requirements, including AMI limits and reporting standards, with the exception of units designated for on-site management staff.

Mr. Dan Foster of Chelsea Development provided an overview of the company's existing properties within the City of Hobbs, including Park Place and Park Terrace, which were developed in 2012 and 2016, respectively. He noted that Park Place was Chelsea's first project in New Mexico and since that time, the company has completed approximately 15 projects throughout the state. Mr. Foster explained the Landmark facility, formerly an assisted living facility, has become a challenge for the Hobbs community. Chelsea's proposal involves demolishing the existing structure and redeveloping the site with 90 new residential units that would provide a significant benefit to the City.

He presented a conceptual design of the project and described the units as a mix of one, two, and three-bedroom apartments, with income targeting at 30%, 50%, and 70% of Area Median Income (AMI). The units would remain income-restricted for a 40-year affordability period. He stated the project has a targeted development budget

of approximately \$35 million and which represents a substantial investment in downtown Hobbs. He concluded by expressing his enthusiasm for partnering with the City and contributing to the revitalization of the downtown area.

There being no further discussion, Commissioner Calderón moved to approve Resolution No. 7714 as presented. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Fields yes, Calderón yes, Penick yes, Gerth yes, and Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7715 - Rescinding Condemnation on Certain Property that has Previously Been Determined to be Ruined, Damaged, Dilapidated and a Menace to Public Comfort Health and Safety Located at 1620 1/2 East Dunn Street

Ms. Amber Leija, Assistant City Attorney, and Ms. Jessica Silva, Community Services Superintendent, stated pursuant to the Hobbs Municipal Code, the City of Hobbs may condemn a property if it is determined to be ruined, damaged, dilapidated, or a menace to public comfort, health, and safety, and may require such property to be removed. Ms. Leija stated the City of Hobbs is currently proposing to rescind the condemnation of the property located at 1620 ½ East Dunn. She stated the property was previously condemned in May 2025; however, it is no longer considered ruined, damaged, dilapidated, or a menace to public comfort, health, and safety. The structures on the property have been demolished or renovated, bringing the property into compliance with the Hobbs Municipal Code. Ms. Leija stated the property at 1620 East Dunn Street remains condemned and is not included in the proposed resolution tonight.

There being no discussion, Commissioner Penick moved to approve Resolution No. 7715 as presented. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Fields yes, Calderón yes, Penick yes, Gerth yes, and Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

Mr. Randall reminded the public about the upcoming Holly Jolly Fest and invited Ms. Evelyn Nunez, Community Services Director, to provide additional details about the event and address the parking arrangements.

Ms. Evelyn Nunez, Community Services Director, thanked Ms. Lorena Chavarria, Executive Director of the Downtown Improvement Association (DIA) of Hobbs, and the entire organization for the help with this year's tree lighting ceremony and stated it was successful this year thanks to them.

Ms. Nunez stated the Holly Jolly Fest will be a new family-friendly event at the CORE, located at 4827 N. Lovington Highway in Hobbs. The event will be held from 5:00 p.m. to 9:00 p.m. and there will be a special helicopter arrival of Santa Clause at 6:00 p.m. Some of the activities, which will be both indoor and outdoor, include family train rides, hot chocolate stations, a snowball showdown, inflatable play areas, face painting, a magic show performance, and a holiday market and food court. She stated there will be limited parking, but there will be additional parking available at Zia Park, and the Event Center with a shuttle available this year provided by the Hobbs Express, renamed the Holly Jolly Hobbs Express for this particular event. This event provides many new vendors and attractions for a wide variety of the public. The maps regarding parking and other information will be available on the City of Hobbs Facebook page or citizens can reach out to the City of Hobbs Communications Department.

Mr. Randall wished the Commission and the public a Merry Christmas and a Happy New Year on behalf of City staff. He reminded the public that City Hall closures for the Christmas holiday will begin on Wednesday, December 24, 2025, at 12:00 p.m. and continue through Friday, December 26, 2025. Regular business hours will resume on Monday, December 29, 2025. He also noted City offices will close again on Thursday, January 1, 2026, in observance of the New Year, with regular hours resuming on Friday, January 2, 2026.

Mr. Randall thanked Mayor Cobb for his years of service and dedication to the City of Hobbs. He also extended early birthday wishes to the Mayor as his birthday falls on Christmas Day.

Mayor Pro Tem Calderón presented a plaque to Mayor Cobb in appreciation of his 13 years of dedicated service as Mayor of the City of Hobbs and thanked him for his commitment and service to the community.

Mayor Cobb thanked everyone for attending the reception held in his honor. He stated it has been an honor and a privilege to work alongside the Commission and City staff, noting these years have been among the best of his life and have created many memorable moments. He added he has no plans to step away from supporting the City and expressed his willingness to continue assisting the community's growth and success, encouraging everyone to reach out to him if needed.

Commissioner Gerth stated that he has served for 10 years and Mayor Cobb has been a mentor to him throughout that time. When he first took office, he had little knowledge of the community, and Mayor Cobb taught him a great deal. He expressed that he will miss him dearly.

Commissioner Fields stated he came on board during the COVID era and that the Mayor demonstrated remarkable calmness while navigating that challenging time. It taught him a great deal, as the Mayor, along with the other Commissioners, ensured

that employees were well taken care of and that no employees were lost during that period. Observing how the Mayor led and orchestrated decisions during that time, he stated he learned so much from him. Commissioner Fields expressed his appreciation for the Mayor's wisdom and mentorship, noting that he paid close attention and truly valued the guidance provided.

Commissioner Calderón stated that he has always respected the Mayor for looking out for the "little guys" and for consistently showing respect and care for the school children as well.

Commissioner Penick stated it has been a privilege to sit and learn from the Mayor and to serve alongside him. He added the Mayor can cook a pretty good steak, noting he has had the pleasure of enjoying some of those as well. Commissioner Penick stated the Mayor will surely be missed on the Commission, and he thanked him for serving the community with pride and dignity.

Commissioner Smith stated it has been a privilege to work with the Mayor. He shared that his family and the Mayor's family ran in close circles in earlier years, during a time when many of the buildings and accomplishments seen today were established. He noted he cannot help but think that the men and women whose footsteps the Mayor followed, many of whom have buildings named in their honor, are looking down with great pride. Commissioner Smith stated there are very few people willing to devote the time, energy, and passion necessary to ensure a community is left better than it was found, and he expressed that he is eternally grateful to Mayor Cobb.

Ms. Jan Fletcher, City Clerk, stated she has had the privilege of working with eight Mayors during her tenure. When Mayor Cobb, the longest-serving Mayor, first took office 13 years ago, he stepped into a City facing significant challenges. From day one, he approached every decision with integrity, clarity, and a deep sense of responsibility to every resident, regardless of where they lived or what they believed. She noted that while he has many accomplishments, what she personally remembers most is his belief that governance at its best is about listening as much as leading. She praised his uncanny gift for making people feel heard. Ms. Fletcher expressed her gratitude for his 13 years of service, his professionalism, and the countless meetings he never treated as routine because he understood they mattered to someone. She thanked him for his friendship, mentorship, and his belief that even in difficult times, the City can grow stronger, kinder, and more inclusive. On behalf of the City Clerk's office and all the departments at the City, she wished Mayor Cobb joy, health, and fulfillment in the next chapter of his life, stating that his service has made the City, and all of us, better.

Mayor Cobb thanked Ms. Fletcher and the Commission for the kind words and wished the community a Merry and safe Christmas.

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

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
January 5, 2026

SUBJECT: Resolution No. 7716 - Determining Reasonable Notice of Public Meetings for the City of Hobbs Pursuant to the New Mexico Open Meetings Act

DEPT OF ORIGIN: Legal

DATE SUBMITTED: 12/29/2025

SUBMITTED BY: Ayana Estrada, Deputy City Attorney

Summary:

NMSA 1978, §10-15-1(D), provides that the public body shall determine at least annually in a public meeting what notices for public meetings are reasonable. This Resolution is adopted annually by the governing body setting forth the City of Hobbs' notice procedures for all public meetings pursuant to New Mexico's Open Meetings Act (NMSA 1978, §10-15-1, et seq.). The resolution does not alter policy or procedure and is substantially similar to prior fiscal year approvals.

Fiscal Impact:

There is no fiscal associated with this Resolution

Attachments:

Resolution - Open Meetings Act Procedures 2026

Recommendation:

Approve the Resolution.

Approved By:

Medjine Desrosiers-Douyon, Deputy City Attorney 12/23/2025

Toby Spears, Finance Director 12/23/2025

Manny Gomez, City Manager 12/23/2025

CITY OF HOBBS

RESOLUTION NO. 7716

**A RESOLUTION DETERMINING REASONABLE NOTICE
OF PUBLIC MEETINGS FOR THE CITY OF HOBBS
PURSUANT TO THE NEW MEXICO OPEN MEETINGS ACT**

WHEREAS, the City of Hobbs City Commission met in regular session at the City Hall. City Commission Chambers located at 200 E. Broadway, 1st Floor Annex, Hobbs, New Mexico, on January 5, 2026, at 6:00 p.m. as required by law; and

WHEREAS, Section 10-15-1(B) of the Open Meetings Act (NMSA 1978 §§ 10-15-1 through 10-15-4) states that, except as otherwise provided in the Constitution of New Mexico or the Open Meetings Act, all meetings of a quorum of members of any board, commission, administrative adjudicatory body or other policy making body of any state or local agency held for the purpose of formulating public policy, discuss public business or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times; and

WHEREAS, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed ordinance, resolution, rule, regulation or formal action occurs shall be held only after reasonable notice the public; and

WHEREAS, Section 10-15-1(D) of the Open Meetings Act requires the City of Hobbs City Commission to determine at least annually what constitutes reasonable notice of its public meetings.

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

1. **Location of Meetings**: All Meetings shall be held at City Hall, City Commission Chambers, 200 E. Broadway, 1st Floor Annex, Hobbs, New Mexico at 6:00

p.m., or as otherwise indicated in the meeting notice. The City of Hobbs City Commission may hold “virtual” meetings in response to a public health threat or corresponding public health orders from the State of New Mexico, provided that all measures advisable and necessary are implemented to ensure public access and participation. In the event that meetings with in person physical attendance is not possible or advisable due to public health emergency or otherwise, virtual meetings will be held and available for viewing at <https://hobbsnm.portal.civicclerk.com>.

2. **Regular Meetings**: Regular meetings shall be held each month on the first (1st) and third (3rd) Monday of the month. The final agenda will be available from the City Clerk’s Office, whose office is located at City Hall, 200 E. Broadway, in Hobbs, New Mexico, at least seventy-two (72) hours prior to the meeting. The agenda will also be posted on the Public Notice Board located on the first (1st) floor of City Hall, and on the City of Hobbs’ website at www.hobbsnm.org.
3. **Special Meetings**: Special meetings may be called by the Mayor and any two (2) members of the commission or by any (3) members of the commission at any time, by written notice to all members of the commission. In the event a special meeting is called, seventy-two (72) hours’ written notice must be given to the members of the commission of the calling of such special meeting. The notice for a special meeting shall include an agenda for the meeting or information on how a copy of the agenda may be obtained. The agenda will be available at least seventy-two (72) hours before the meeting and posted on the City of Hobbs’ website at www.hobbsnm.org.

4. **Emergency Meetings:** Emergency meetings will be called only under unforeseen circumstances that demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The City of Hobbs City Commission will avoid emergency meetings whenever possible. Emergency meetings may be called by the Mayor or a majority of the members upon twenty-four (24) hours' notice, unless the threat of personal injury or property damage requires less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda. Within ten (10) days of acting on an emergency matter, the City of Hobbs City Commission will notify the Attorney General's Office detailing the action and circumstances.
5. **Notice for Regular Meetings:** For the purpose of regular meetings described in Paragraph 2 of this resolution, notice requirements are met if notice of the date, time, place, and agenda is placed in newspaper of general circulation in the state and posted in the following locations: on the Public Notice Board located on the first (1st) floor of City Hall, and the City of Hobbs' website at www.hobbsnm.org. Copies of the written notice shall also be mailed to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.
6. **Notice for Special and Emergency Meetings:** For the purposes of special meetings and emergency meetings described in Paragraphs 3 and 4, notice requirements are met if notice of the date, time, place, and agenda is provided

by telephone to newspapers of general circulation in the state and posted on the Public Notice Board located on the first (1st) floor of City Hall. Telephone notice shall also be given to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.

7. **Accessibility**: In addition to the information specified above, all notices shall include the following language:

“NOTICE TO PERSONS WITH DISABILITIES: If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the City Clerk’s Office at City Hall located at 200 E. Broadway, Hobbs, New Mexico, or by calling (575) 397-9200 at least seventy-two (72) hours prior to the meeting or as soon as possible before the meeting date. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk’s Office if a certain type of accessible format is needed.”

8. **Closed Meetings**: The City of Hobbs City Commission may close a meeting to the public only if the subject matter of such discussion or action is excepted from the open meeting requirement under Section 10-15-1(H) of the Open Meetings Act.

- (a) If any meeting is closed during an open meeting, the closure shall be approved by a majority vote of a quorum of the City of Hobbs City Commission. The authority for the closure and the subject to be discussed shall be stated with reasonable specificity in the motion calling for the vote on a closed meeting. The vote shall be taken in an open meeting and the vote of each individual member shall be recorded in the minutes. Only those subjects announced or voted upon prior to closure by the Commission may be discussed in a closed meeting
- (b) If a closure is called for when the City of Hobbs City Commission is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of the law authorizing the closed meeting and stating with reasonable specificity the subject to be discussed, is given to the members and to the general public.
- (c) Following completion of any closed meeting, the minutes of the open meeting that was closed or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state that the matters discussed in the closed meeting were limited only to those specified in the motion for closure or in the notice of the separate closed meeting.
- (d) Except as provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in closed meeting shall

be made by vote of the City of Hobbs City Commission in an open public meeting.

9. **Meeting Participation**: A member of the public body may participate in a meeting of the public body by means of a conference telephone or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting.

PASSED, ADOPTED AND APPROVED this the 5th day of January, 2026.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
January 5, 2026

SUBJECT: Resolution No. 7717 - Authorizing the Submission of an Application for the New Mexico Department of Health EMS Fund Act Local Funding Program Fiscal Year 2026

DEPT OF ORIGIN: Fire

DATE SUBMITTED: 12/11/2025

SUBMITTED BY: Mark Doporto, Fire Chief

Summary:

The City of Hobbs Fire Department is eligible for funding from the New Mexico Department of Health EMS Fund Act Local Funding Program. The EMS Fund Act was established by the State of New Mexico to make funds available by grant application for ambulance services, fire departments, and rescue services. It is funded by the State Legislature and prioritizes expenditures based on the number of EMS and rescue runs in combination with service area to determine the amount each service is awarded. In previous years, our department received \$20,000 through this grant, and last year we received \$60,000. This year, we are submitting a request for \$100,000.

Fiscal Impact:

Hobbs Fire Department is requesting \$100,000. There is no fiscal impact on the budget.

Attachments:

Resolution 2026 EMS Fund Act
FY_27__Fund_Act_Application__Signature_Page

Recommendation:

Approval of the resolution authorizing the Mayor to sign the EMS Fund Act Local Funding Program Application.

Approved By:

Mark Doporto, Fire Chief	12/11/2025
Toby Spears, Finance Director	12/22/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	12/23/2025
Manny Gomez, City Manager	12/23/2025

CITY OF HOBBS

RESOLUTION NO. 7717

A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE AN APPLICATION
WITH THE NEW MEXICO DEPARTMENT OF HEALTH EMS FUND ACT LOCAL
FUNDING PROGRAM FOR FISCAL YEAR 2026

WHEREAS, the City of Hobbs Fire Department is eligible to participate in the FY26
New Mexico Department of Health EMS Fund Act Local Funding Program; and

WHEREAS, the EMS Fund Act was established by the State of New Mexico to
make funds available for ambulance services, fire departments, and rescue services; and

WHEREAS, funding is based on the number of EMS and rescue runs in
combination with service area to determine the amount each service is awarded; and

WHEREAS, these funds will be utilized for training, travel/meals/schools, and EMS
supplies;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and
directed to execute on behalf of the City of Hobbs an Application with the New Mexico
Department of Health EMS Fund Act Local Funding Program for FY26.

PASSED, APPROVED AND ADOPTED this 5th day of January, 2026.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

SERVICE NAME:			
EMS FUND ACT CERTIFICATION BY APPLICANT			
STATE OF NEW MEXICO, COUNTY OF			
Pursuant to the Emergency Medical Services Fund Act Program 7.27.4 NMAC, I the undersigned: (TYPE OR PRINT)			
Mayor		OR	Chairman, Board of Commissioners
Municipality		County	
I do certify that the information contained in the application is true and correct to the best of my knowledge and information; and that the following specific conditions are satisfactorily met in accordance with the EMS Fund Act Program 7.27.4 NMAC: • That the funds received will be expended only for the purposes stated in the application and approved by the EMS Bureau. • That authorization of the chief executive of the incorporated municipality or county is required, on behalf of the local recipient on vouchers issued by the treasurer of the political subdivision. • That accountability and reporting of these funds shall be in accordance with the requirements set forth by the Local Government Division of the New Mexico Department of Finance and Administration. • That the funds distributed under the Act will not supplant other funds budgeted and designated for emergency medical service purposes.			
<i>Signature of Official Named Above</i>		<i>(Title)</i>	
The above was sworn and subscribed to before this ___ day of _____, 20__.			
Notary Public: _____		(SEAL)	
My commission expires: _____			

PERSON COMPLETING FORM				
Name:				
	<i>(Name)</i>		<i>(Title)</i>	
Address:				
	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>	<i>(+4)</i>
<i>(Work Phone)</i>	<i>(Home Phone)</i>	<i>(Cellular Phone)</i>	<i>(Email)</i>	
<i>Signature:</i>				
FOR BUREAU USE ONLY				
Reviewer: _____		Date Reviewed: _____		
Approved:	Yes	No	Final Award: _____	
Comments/Problem:				
Date Corrected:				



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
January 5, 2026

SUBJECT: Consideration of Approval of the Paid Time Off (PTO) Payout for Calendar Year 2025

DEPT OF ORIGIN: City Manager

DATE SUBMITTED: 12/19/2025

SUBMITTED BY: Toby Spears, Finance Director

Summary:

Section 2.56 of the Hobbs Municipal Code, Article 8 sets the Paid Time Off Cap at 320 hours for all general employees and 456 hours for all fire department and HPD employees. At the end of the calendar year, any employee who is over his/her Paid Time Off Cap shall be paid for every hour over his/her Paid Time Off Cap.

Article 8 additionally states that in the event the City's general fund cash reserve dips below 20% at the end of a fiscal year, the City may elect to increase Paid Time Off Caps until the following year in which general fund cash reserve is above 20%.

Budgeted general fund reserve after BAR # 2 is currently 34%

The City of Hobbs would like to proceed with the PTO Payout for the current calendar year

Fiscal Impact:

The current PTO payout would be \$393,214.21.

The FY26 Budget for the annual PTO Payout is currently set at \$370,082.71.

A re-class of salary will be used to cover the difference of \$23,131.50.

Attachments:

PTO Buyout FY26

Recommendation:

Motion to approve

Approved By:

Manny Gomez, City Manager

12/23/2025

Toby Spears, Finance Director

12/23/2025

Medjine Desrosiers-Douyon, Deputy City Attorney 12/23/2025

Manny Gomez, City Manager 12/29/2025

PTO Buyout FY26

Emp #	Last Name	First Name	Loc	Accrua	Liability	SOY Bal	Earned	Used	Balance	UOM	Limit	Balance over	Pto Buyout
1652	GOMEZ	MANUEL	0110	PTO	49,363.24	424.00	490.00	456.00	458.00	H	320.00	138.00	14,873.64
2481	RAY	TODD	4610	PTO	33,971.52	512.00	480.00	464.00	528.00	H	320.00	208.00	13,382.72
2844	SPEARS	TOBY	0140	PTO	45,366.88	359.00	490.00	407.00	442.00	H	320.00	122.00	12,522.08
2969	ENRIQUEZ	ADRIAN	0220	PTO	33,059.32	723.48	693.11	691.60	724.99	E	456.00	268.99	12,265.72
4504	CORRAL	DEBORAH	0140	PTO	33,101.04	444.00	380.00	368.00	456.00	H	320.00	136.00	9,872.24
4619	RENDON	RICHARD	0220	PTO	28,083.70	551.86	555.91	409.86	697.91	H	456.00	241.91	9,734.26
4632	GUERRERO	RICKY	0203	PTO	29,591.64	460.00	376.00	368.00	468.00	H	320.00	148.00	9,358.04
5269	CONTRERAS-VALENZUELA	JUAN	0220	PTO	25,669.48	684.74	505.51	474.42	715.83	H	456.00	259.83	9,317.32
3425	BILANO	JONATHAN	0220	PTO	27,088.18	545.64	624.51	479.12	691.03	H	456.00	235.03	9,212.98
3236	BUTLER	STEVEN	0206	PTO	28,464.38	535.00	490.00	355.25	669.75	H	456.00	213.75	9,084.38
3653	HUGHES	MATTHEW	4315	PTO	28,917.72	423.00	432.00	411.00	444.00	H	320.00	124.00	8,076.12
3088	HERRERA	RYAN	0220	PTO	38,627.30	369.43	611.91	388.71	442.83	E	320.00	122.83	8,005.73
3601	BROTHERTON	KENNETH	4370	PTO	21,667.26	453.00	432.00	388.50	496.50	H	320.00	176.50	7,702.46
3140	RANDALL	THOMAS	0110	PTO	40,558.60	359.00	490.00	454.00	395.00	H	320.00	75.00	7,701.00
2149	WILLIAMS	SHAWN	0220	PTO	26,257.52	439.00	480.00	470.00	449.00	E	320.00	129.00	7,543.92
5882	WILLIAMS	JERRY	0422	PTO	20,105.60	453.75	336.00	301.75	488.00	H	320.00	168.00	6,921.60
4392	DOPORTO	MARK	0220	PTO	29,968.64	305.16	417.00	306.16	416.00	E	320.00	96.00	6,915.84
4081	ZACHARIAS	PETER	4685	PTO	22,439.04	383.00	428.00	361.50	449.50	H	320.00	129.50	6,464.64
3523	NELSON	MICHAEL	0220	PTO	26,439.18	551.72	624.51	574.24	601.99	E	456.00	145.99	6,411.66
3465	USSERY	BRYAN	0423	PTO	21,008.29	436.25	445.00	424.25	457.00	H	320.00	137.00	6,297.89
4404	CORLEY	DUSTIN	0220	PTO	22,496.59	341.07	592.31	306.03	627.35	H	456.00	171.35	6,144.43
4912	KIBAD	ROGER	4370	PTO	16,151.70	429.50	384.00	303.50	510.00	H	320.00	190.00	6,017.30
4597	ANDERSON	JOEL	4116	PTO	15,713.28	509.50	384.00	381.50	512.00	H	320.00	192.00	5,892.48
3833	SANFORD	JEFFREY	0145	PTO	20,388.48	450.50	432.00	434.50	448.00	H	320.00	128.00	5,825.28
3516	WARNER	NANCY	0326	PTO	15,891.93	498.00	435.00	430.25	502.75	H	320.00	182.75	5,776.73
2955	GRIFFIN	WILLIAM	4370	PTO	26,752.56	386.00	398.00	376.00	408.00	H	320.00	88.00	5,770.16
3069	LEWIS	DEBRA	4630	PTO	21,413.82	480.00	480.00	522.00	438.00	H	320.00	118.00	5,769.02
4932	CREED	LONNIE	0220	PTO	23,016.84	527.04	553.11	472.52	607.63	H	456.00	151.63	5,743.56
3650	HENRY	JULIA	0125	PTO	14,243.13	429.00	440.00	354.25	514.75	H	320.00	194.75	5,388.73
6625	MILLER	CODY	0220	PTO	16,490.85	310.93	417.48	59.41	669.00	H	456.00	213.00	5,250.45
4930	MALDONADO	LOU	0320	PTO	18,453.60	352.50	383.00	295.50	440.00	H	320.00	120.00	5,032.80
3196	QUIROZ	JESSICA	0203	PTO	16,685.04	392.00	431.00	367.00	456.00	H	320.00	136.00	4,976.24
4742	BLANDIN	MATTHEW	0145	PTO	22,107.92	448.00	384.00	420.00	412.00	H	320.00	92.00	4,936.72
5702	MUNIZ	BARRY	4016	PTO	17,170.58	414.00	336.00	302.50	447.50	H	320.00	127.50	4,892.18
3330	HENRY	ANTHONY	0410	PTO	27,038.70	218.00	384.00	212.00	390.00	H	320.00	70.00	4,853.10
5433	PUCCIO	MARY	4017	PTO	19,204.36	434.00	336.00	342.00	428.00	H	320.00	108.00	4,845.96
4383	ABLE	JOHN	0220	PTO	24,056.65	250.61	604.91	361.64	415.23	H	320.00	95.23	4,638.65
6157	PITTMAN	BRANDON	0220	PTO	22,604.26	307.97	467.36	202.34	572.99	H	456.00	116.99	4,615.06
2443	RAMIREZ	PLACIDO	0320	PTO	16,891.88	357.50	480.00	400.00	437.50	H	320.00	117.50	4,536.68

PTO Buyout FY26

4710	GUTIERREZ	MARTIN	4610	PTO	17,374.10	470.00	384.00	425.75	428.25	H	320.00	108.25	4,391.70
4909	SILVA	JESSICA	0209	PTO	16,672.41	329.75	384.00	280.25	433.50	H	320.00	113.50	4,365.21
3652	DUNFORD	BARBARA	0330	PTO	10,476.63	480.00	432.00	381.00	531.00	H	320.00	211.00	4,163.03
6255	SHED	SCOTT	0422	PTO	21,394.33	228.00	309.00	140.00	397.00	H	320.00	77.00	4,149.53
1937	TREVINO	EDWARD	0420	PTO	17,942.60	448.00	480.00	516.00	412.00	H	320.00	92.00	4,006.60
5441	KIRKES	BENJAMIN	4316	PTO	17,301.44	352.25	336.00	272.25	416.00	H	320.00	96.00	3,992.64
4781	YOUNGBLOOD	SCOT	0415	PTO	16,373.60	442.75	552.00	572.75	422.00	H	320.00	102.00	3,957.60
4501	INMAN	RYAN	0220	PTO	21,436.52	412.95	555.91	414.51	554.35	H	456.00	98.35	3,803.00
3369	CLAY	TENNIE	0207	PTO	15,263.14	469.75	462.00	506.00	425.75	H	320.00	105.75	3,791.14
6246	SALMON	LUCAS	0220	PTO	16,439.47	516.00	451.68	375.48	592.20	H	456.00	136.20	3,780.91
4588	SANTA	SUSAN	0204	PTO	11,723.15	480.00	384.00	397.50	466.50	H	320.00	146.50	3,681.55
4774	WILSON	CHANTLEY	4650	PTO	18,284.12	222.50	384.00	208.50	398.00	H	320.00	78.00	3,583.32
3815	VILLALOBOS	ANNA	0190	PTO	14,098.32	224.75	432.00	228.75	428.00	H	320.00	108.00	3,557.52
3864	FINNEY	ROYCE	0423	PTO	14,503.05	363.00	424.00	366.50	420.50	H	320.00	100.50	3,466.25
5110	MANN	NIKOLAS	0202	PTO	22,758.75	420.50	368.00	253.00	535.50	H	456.00	79.50	3,378.75
3508	AMADOR	JOSEFF	0145	PTO	15,616.80	424.00	437.00	456.00	405.00	H	320.00	85.00	3,277.60
5115	HUGHES	MICHAL	0330	PTO	19,908.20	420.00	359.00	399.00	380.00	H	320.00	60.00	3,143.40
5682	PALMER	AARON	0421	PTO	16,509.42	338.50	344.00	295.50	387.00	H	320.00	67.00	2,858.22
5290	DOWNING	CARRI	0220	PTO	17,196.70	287.00	343.00	247.00	383.00	H	320.00	63.00	2,828.70
3648	LIKINS	AUDREY	4027	PTO	12,302.45	239.00	432.00	257.75	413.25	H	320.00	93.25	2,776.05
3691	GALVAN	GUILLERMO	0423	PTO	13,799.37	340.00	432.00	372.25	399.75	H	320.00	79.75	2,752.97
3108	HAMILTON	ROBERT	0310	PTO	17,961.52	445.00	480.00	549.00	376.00	H	320.00	56.00	2,675.12
4502	MAYNARD	CHRISTOPHER	4620	PTO	14,548.60	474.00	384.00	469.00	389.00	H	320.00	69.00	2,580.60
5244	DE LA ROSA	HALEY	0335	PTO	7,285.84	55.75	288.00	99.75	244.00	H	160.00	84.00	2,508.24
5539	VITT	DOUGLAS	0320	PTO	8,767.36	460.25	336.00	348.25	448.00	H	320.00	128.00	2,504.96
3138	TARANGO	CECILIA	4630	PTO	10,439.48	358.00	480.00	429.25	408.75	H	320.00	88.75	2,266.68
3564	OWENS	ROSIANNA	4017	PTO	9,287.95	415.00	363.00	361.50	416.50	H	320.00	96.50	2,151.95
5851	SALCIDO ALCANTAR	ANABEL	4116	PTO	8,857.84	210.25	336.00	125.25	421.00	H	320.00	101.00	2,125.04
5624	GILL	KATERINA	4017	PTO	8,638.13	275.75	329.00	198.25	406.50	H	320.00	86.50	1,838.13
5923	MURPHY	BRAXTON	0220	PTO	13,168.96	262.00	487.31	233.28	516.03	H	456.00	60.03	1,531.84
2549	DOMINGUEZ	ELENA	4016	PTO	13,379.93	442.00	336.00	419.00	359.00	H	320.00	39.00	1,453.53
4479	SHARP	JUSTIN	4620	PTO	12,012.00	182.00	357.00	175.00	364.00	H	320.00	44.00	1,452.00
6371	BARRETT	JORDAN	4016	PTO	4,037.89	189.25	146.00	102.25	233.00	H	160.00	73.00	1,265.09
6212	TREVINO	EDWARD	0220	PTO	13,879.58	426.82	458.81	385.64	499.99	H	456.00	43.99	1,221.02
5829	PORRAS	FRANCISCO	0145	PTO	14,877.47	378.25	336.00	365.75	348.50	H	320.00	28.50	1,216.67
3763	MUNRO	MARK	0203	PTO	18,539.82	356.00	432.00	446.00	342.00	H	320.00	22.00	1,192.62
6528	FERNANDEZ MARQUEZ	LAURA	4016	PTO	3,656.32	143.50	144.00	55.50	232.00	H	160.00	72.00	1,134.72
6621	KUYKENDALL	DONALD	0320	PTO	9,507.60	122.25	288.00	50.25	360.00	H	320.00	40.00	1,056.40
3480	NYMEYER	JULIE	0110	PTO	14,032.19	412.00	443.00	512.25	342.75	H	320.00	22.75	931.39
3014	MARTINEZ	DELMA	4630	PTO	9,050.27	371.00	488.00	505.75	353.25	H	320.00	33.25	851.87

PTO Buyout FY26

6803	DUARTE	ZIMREE	4016	PTO	3,448.65	52.25	193.50	38.25	207.50	H	160.00	47.50	789.45
5896	DAVIS	JUSTIN	4640	PTO	7,107.10	228.50	336.00	209.50	355.00	H	320.00	35.00	700.70
5030	MCDANIEL	DOUGLAS	0330	PTO	23,271.39	272.00	426.00	368.75	329.25	H	320.00	9.25	653.79
5081	SEAY	DUSTIN	0202	PTO	21,381.71	518.00	375.00	424.00	469.00	H	456.00	13.00	592.67
6240	DOMINGUEZ GONZALEZ	JUAN CARLOS	4315	PTO	7,351.51	126.00	306.00	101.00	331.00	H	320.00	11.00	244.31
													393,214.21
									FY26 Budget PTO Buyout (41109)				370,082.71
									BAR #3 Budget Adjustment (from salary)				23,131.50



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
January 5, 2026

SUBJECT: Resolution No. 7718 - Authorizing the City Manager's Litigation Authority

DEPT OF ORIGIN: Legal

DATE SUBMITTED: 12/30/2025

SUBMITTED BY: Medjine Desrosiers-Douyon, Deputy City Attorney

Summary:

Pursuant to Section 6-2(E) of the City of Hobbs Charter, the City Manager is the designated official responsible for the receipt of civil process on behalf of the City. In this capacity, the City Manager also receives regular briefings regarding claims asserted against the City of Hobbs and is therefore knowledgeable of such claims and the risks associated with them.

In the course of litigation, the City of Hobbs City Attorney's Office requires an authorized representative of the City, acting on behalf of the client, to make and approve litigation-related decisions. Such decisions include, but are not limited to, the authority to negotiate and settle claims.

This resolution vests litigation authority in the City Manager, to be exercised with the advice and consent of the Mayor and two commissioners, and further requires that the City Manager keep the City Commission informed of any litigation decisions that have a fiscal impact on the City.

Fiscal Impact:

There is no direct fiscal impact.

Attachments:

Resolution - City Manager's Litigation Authority 2 (2025-2026) .Jan 5, 2026

Recommendation:

Staff recommends that the Commission approve this resolution as presented.

Approved By:

Medjine Desrosiers-Douyon, Deputy City Attorney 12/30/2025

Toby Spears, Finance Director 12/30/2025

Medjine Desrosiers-Douyon, Deputy City Attorney 12/30/2025

CITY OF HOBBS

RESOLUTION NO. 7718

A RESOLUTION AUTHORIZING THE CITY MANAGER'S
LITIGATION AUTHORITY FOR FY25-26

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

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

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

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

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

WHEREAS, pursuant to the Hobbs Municipal Code Section 3.20.035, contracts

and expenditures in connection with court or administrative proceedings are exempt from the City's procurement policy.

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

BE IT FURTHER RESOLVED that this Resolution shall be valid and enforceable from January 1, 2026 through June 30, 2026 (FY25-26), or unless rescinded or replaced by a subsequent resolution on the same subject prior to June 30, 2026, as contemplated by Article II(2)(C)(2)(b) of Section 2.04.060 of the Hobbs Municipal Code.

PASSED, ADOPTED AND APPROVED this 5th day of January, 2026.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
January 5, 2026

SUBJECT: Resolution No. 7719 - Authorizing the Mayor of the City of Hobbs to Act and Sign on Behalf of the City of Hobbs Any Documents Necessary to Accept a Trust in Which the City of Hobbs is Named as a Beneficiary, Provided the Trust Imposes No Ongoing Fiduciary Obligations on the City for FY 26

DEPT OF ORIGIN: Legal

DATE SUBMITTED: 12/18/2025

SUBMITTED BY: Medjine Desrosiers-Douyon, Deputy City Attorney

Summary:

The proposed resolution authorizes the Mayor to act on behalf of the City of Hobbs to execute documents necessary to accept a trust in which the City is named as a beneficiary, provided the trust imposes no ongoing fiduciary, administrative, or management obligations on the City.

Purpose and Benefit:

This authorization allows the City to efficiently accept beneficial interests that are purely ministerial in nature, such as gifts or distributions held in trust, while ensuring that any trust requiring the City to assume fiduciary duties, ongoing oversight, or potential liabilities remains subject to separate City Commission review and approval. The limitation protects the City from unintended legal or financial obligations while streamlining acceptance of non-burdensome trust benefits.

Fiscal Impact:

There is no fiscal impact. The resolution authorizes acceptance only of trusts that do not impose ongoing financial or administrative obligations on the City.

Attachments:

Resolution - Mayor's Trust Authority (2026)

Recommendation:

Approve the resolution as presented

Approved By:

Medjine Desrosiers-Douyon, Deputy City Attorney 12/18/2025

Toby Spears, Finance Director	12/19/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	12/23/2025
Manny Gomez, City Manager	12/23/2025

CITY OF HOBBS

RESOLUTION NO. 7719

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF HOBBS TO ACT AND SIGN ON BEHALF OF THE CITY OF HOBBS ANY DOCUMENTS NECESSARY TO ACCEPT A TRUST IN WHICH THE CITY OF HOBBS IS NAMED AS A BENEFICIARY, PROVIDED THE TRUST IMPOSES NO ONGOING FIDUCIARY OBLIGATIONS ON THE CITY FOR FY26

WHEREAS, the City of Hobbs ("City") is authorized under New Mexico law to accept gifts, grants, bequests, devises, and trusts for municipal purposes;

WHEREAS, the City of Hobbs (City) Charter Section 5-2(E) states in pertinent part that the Mayor "[s]hall represent the City and promote its interests at the local, county, state and national levels and in economic and industrial development activities..."; and

WHEREAS, the City may from time to time be named as a beneficiary of a trust established for the benefit of the City or its residents; and

WHEREAS, certain trusts name the City solely as a beneficiary and do not require the City to act as a trustee, co-trustee, administrator, fiduciary, or to assume any ongoing management, reporting, or oversight responsibilities; and

WHEREAS, acceptance of such non-fiduciary beneficial interests may require execution of documents or acknowledgments on behalf of the City; and

WHEREAS, the City Commission finds it to be in the best interest of the City to authorize the Mayor to accept such limited trusts in an efficient manner while reserving City Commission approval for any trust that would impose ongoing fiduciary duties or administrative obligations upon the City;

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

1. The Mayor of the City of Hobbs is hereby authorized and empowered to act on behalf of the City and to execute any and all documents necessary to accept a trust in which the City of Hobbs is named as a beneficiary, provided that the trust imposes no ongoing fiduciary, administrative, management, reporting, or oversight obligations upon the City.

2. This authorization expressly excludes any trust that requires the City to serve as a trustee, co-trustee, fiduciary, administrator, or that otherwise imposes continuing duties, liabilities, or responsibilities beyond receipt of the beneficial interest.
3. Any trust that imposes ongoing fiduciary obligations, operational responsibilities, or potential liabilities upon the City shall require separate review and approval by the City Commission.
4. All actions taken pursuant to this Resolution shall be subject to applicable state law, City ordinances, and policies.
5. This Resolution shall take effect immediately upon adoption.

BE IT FURTHER RESOLVED that this Resolution shall be valid and enforceable from January 1, 2026, through June 30, 2026 (FY26), or unless rescinded or replaced by a subsequent resolution on the same subject prior to June 30, 2026, as contemplated by Article II(2)(C)(2)(b) of Section 2.04.060 of the Hobbs Municipal Code.

PASSED, ADOPTED AND APPROVED this 5th day of January, 2026.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
January 5, 2026

SUBJECT: PUBLIC HEARING: Resolution No. 7720 - Regarding the Application of Black Gold Distilling, LLC, d/b/a Black Gold Distilling, 1010 West Joe Harvey Blvd., Hobbs, New Mexico, for a Spirits, Beer and Wine Wholesaler Liquor License

DEPT OF ORIGIN: City Clerk
DATE SUBMITTED: 12/19/2025
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Black Gold Distilling, LLC, d/b/a Black Gold Distilling has applied to the State of New Mexico, Alcoholic Beverage Control, and received *preliminary approval* for the issuance of a Spirits, Beer and Wine Wholesaler Liquor License at 1010 West Joe Harvey Blvd. The application was received by the City Clerk's Office on November 17, 2025, and a public hearing must be held by the City within forty-five (45) days from receipt of such notice. The Alcoholic Beverage Control Division has granted an extension of time to conduct the hearing. 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 and email.

Fiscal Impact:

The applicant has paid the required \$250.00 administrative fee to the City for processing this application.

Attachments:

Resolution - Black Gold Distilling LLC Wholesaler Liquor License
Black Gold Distilling - Wholesaler Application Packet

Recommendation:

Motion to approve or disapprove issuance of the license; second; vote.

Approved By:

Jan Fletcher, City Clerk	12/22/2025
Toby Spears, Finance Director	12/22/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	12/23/2025
Manny Gomez, City Manager	12/23/2025

CITY OF HOBBS

RESOLUTION NO. 7720

A RESOLUTION CONCERNING THE ISSUANCE OF A
SPIRITS, BEER AND WINE WHOLESALER LIQUOR LICENSE TO
BLACK GOLD DISTILLING, LLC,
1010 WEST JOE HARVEY BLVD., HOBBS, NEW MEXICO

WHEREAS, the City of Hobbs has received the application of Black Gold Distilling, LLC, for the issuance of a Spirits, Beer and Wine Wholesaler Liquor License at 1010 West Joe Harvey Blvd., Hobbs, New Mexico;

WHEREAS, the application has received *preliminary approval* from the State of New Mexico, Alcoholic Beverage Control, and a public hearing is being held by the governing body of the City of Hobbs on January 5, 2026, on the question of whether or not the proposed Spirits, Beer and Wine Wholesaler Liquor License should be granted.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the issuance of a Spirits, Beer and Wine Wholesaler Liquor License is hereby _____ (*approved or disapproved*).

PASSED, ADOPTED AND APPROVED this 5th day of January, 2026.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

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, January 5, 2026, , at 6:00 p.m.,*** in the City Commission Chamber at City Hall, First Floor Annex, 200 East Broadway, Hobbs, New Mexico. The purpose of the hearing will be to consider whether the State of New Mexico Regulation and Licensing Department, Alcoholic Beverage Control, should approve or disapprove the liquor license set forth herein. 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.

APPLICATION FOR SPIRITS, BEER AND WINE WHOLESALE LIQUOR LICENSE

Applicant:	Black Gold Distilling LLC
D/B/A Name:	Black Gold Distilling
Proposed Address:	1010 West Joe Harvey Blvd. Hobbs, NM 88240

DATED this 18th day of November, 2025.



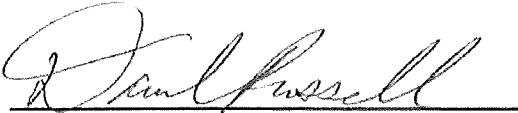
SAM D. COBB, Mayor

Affidavit of Publication

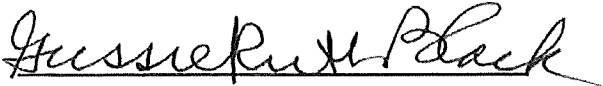
STATE OF NEW MEXICO
COUNTY OF LEA

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 2 issue(s).

Beginning with the issue dated
November 21, 2025
and ending with the issue dated
December 05, 2025.


Publisher

Sworn and subscribed to before me this
5th day of December 2025.


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
November 21 and December 5, 2025

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, January 5, 2026, at 6:00 p.m.**, in the City Commission Chamber at City Hall, First Floor Annex, 200 East Broadway, Hobbs, New Mexico. The purpose of the hearing will be to consider whether the State of New Mexico Regulation and Licensing Department, Alcoholic Beverage Control, should approve or disapprove the liquor license set forth herein. 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.

APPLICATION FOR SPIRITS, BEER AND WINE WHOLESALE LIQUOR LICENSE

Applicant: Black Gold Distilling LLC
D/B/A Name: Black Gold Distilling
Proposed Address: 1010 West Joe Harvey Blvd.
Hobbs, NM 88240

DATED this 18th day of November, 2025.

/s/ Sam D. Cobb
SAM D. COBB, Mayor

#00306445

67108146

00306445

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

November 12, 2025

Certified Mail No.: 7021 2720 0001 2204 5081

City of Hobbs

Attn: Jan Fletcher
200 East Broadway
Hobbs, NM 88240
Phone: (575) 397-9207
Email: jfletcher@hobbsnm.org

RECEIVED

NOV 17 2025

**OFFICE OF THE CITY CLERK
HOBBS, NEW MEXICO**

Business Lic. Appl. No.: BLA-0000013641

Name of Applicant: Black Gold Distilling, LLC
Doing Business As: Black Gold Distilling
Proposed Location: 1010 W. Joe Harvey Blvd., 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 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 SPIRITS, BEER AND WINE WHOLESALE LIQUOR LICENSE

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: 2025.11.12 10:05:18
-07'00'

Trinidad Alderete

Hearing Officer

NM Regulation & Licensing Department

Alcoholic Beverage Control Division

Phone: (505) 476-4804

Email: trinidad.alderete@rld.nm.gov

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of the Zoning Statement
4. Copy of the Floor Plan
5. Approved Waiver





Alcoholic Beverage Control Division
Wholesaler Intake Application
Application Number: BLA-0000013641



Business Information

Business Information

Business Name: BLACK GOLD DISTILLING, LLC
Business Structure: Limited Liability Company
State Tax ID Number: XX-XXXXX8-00-8
Business Email: bgdistilling@gmail.com

Type of Business: Alcohol
FEIN: XX-XXX8094
Business Phone: 5756916808

Contact Person Information

Contact Person Name: Cody Scott
Contact Person Email: bgdistilling@gmail.com

Contact Person Phone: 5756916808

Business Mailing Address

Mailing Street: 507 W. Copper
Mailing State: NM
Mailing Country: US

Mailing City: Hobbs
Mailing Zip Code: 88240

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
Wholesaler Intake Application
Application Number: BLA-0000013641



Premises Information

Premises DBA

Premises Doing Business As (DBA): Black Gold Distilling

Proposed Premises Physical Address

Physical Street: 1010 W Joe Harvey Blvd

Physical Zip Code: 88240

Physical County: Lea

Physical City: Hobbs

Physical State: New Mexico

Local Option District: Hobbs

"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: Leased 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.

Specify Owner(s) of the land and building: Jackie Callaway

Specify Date and Terms of Lease/Operating Agreement: Ongoing month to month indefinitely

Zoning

Is the proposed premises location zoned? No

You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.

Distance from nearest School

Name of School: Stone Elementary

School City: Hobbs

School Zip Code: 88240

School Distance (in feet): Less than 300

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

The Liquor Control Act prohibits the issuance of a license to a proposed premises within 300 feet of a church or school. However, a license may be granted for a proposed premises if the applicant has obtained a waiver from the local option district governing body for the proposed premises location.

Distance from nearest Church

Name of Church: Church of Jesus Christ of Latter-day Saints

Church City: Hobbs

Church Zip Code: 88240

Church Distance (in feet): More than 1000

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.

School Street: 1015 W Calle Sur St

School State: New Mexico

School Country: United States

Church Street: 3720 N Grimes

Church State: New Mexico

Church Country: United States



PLANNING DEPARTMENT

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

November 4, 2025

**Cody Scott
Black Gold Distilling LLC
1010 W Joe Harvey Blvd
Hobbs, NM 88240**

RE: Zoning Certification for Black Gold Distilling LLC located at 1010 W Joe Harvey Blvd in Hobbs, NM 88240.

Dear Cody Scott,

Pursuant to your request for a liquor retail establishment (Black Gold Distilling LLC) located 1010 W Joe Harvey Blvd 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, including a liquor retail establishment (Black Gold Distilling LLC) located 1010 W Joe Harvey Blvd in Hobbs, NM 88240 is considered a use by right as of this date of November 4, 2025. 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, Liquor 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 regards to that portion of the above referenced real property that exists within the corporate limits of the City of Hobbs, NM on November 4, 2025.

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

Sincerely,

CITY OF HOBBS, NEW MEXICO

A handwritten signature in blue ink, appearing to read "Todd Randall", is written over a horizontal line.

Todd Randall – Planning Department

CITY OF HOBBS

RESOLUTION NO: 7453

A RESOLUTION CONCERNING THE ISSUANCE OF A
CRAFT DISTILLER LIQUOR LICENSE TO
BLACK GOLD DISTILLING, LLC,
1010 WEST JOE HARVEY BLVD., HOBBS, NEW MEXICO

WHEREAS, the City of Hobbs has received the application of Black Gold Distilling, LLC, for the issuance of a Craft Distiller Liquor License at 1010 West Joe Harvey Blvd., Hobbs, New Mexico;

WHEREAS, the application has received *conditional preliminary approval* from the State of New Mexico, Alcoholic Beverage Control, and the applicant is seeking an approved waiver of the distance requirement from the City of Hobbs as the proposed license premises is located within 300 feet of Stone Elementary School; and

WHEREAS, a public hearing is being held by the governing body of the City of Hobbs on March 18, 2024, on the question of whether or not the waiver and proposed issuance of the Distiller Liquor License should be granted.

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

1. The waiver of the distance requirement for Black Gold Distilling, LLC, for operation of Black Gold Distilling, LLC, at 1010 West Joe Harvey Blvd. is hereby approved (*approved or disapproved*).
2. The issuance of a Craft Distiller's License at Black Gold Distilling, LLC, is hereby approved (*approved or disapproved*).

PASSED, ADOPTED AND APPROVED this 18th day of March, 2024.



SAM D. COBB, Mayor

ATTEST:



JAN FLETCHER, City Clerk



Black Gold Distilling Floorplan

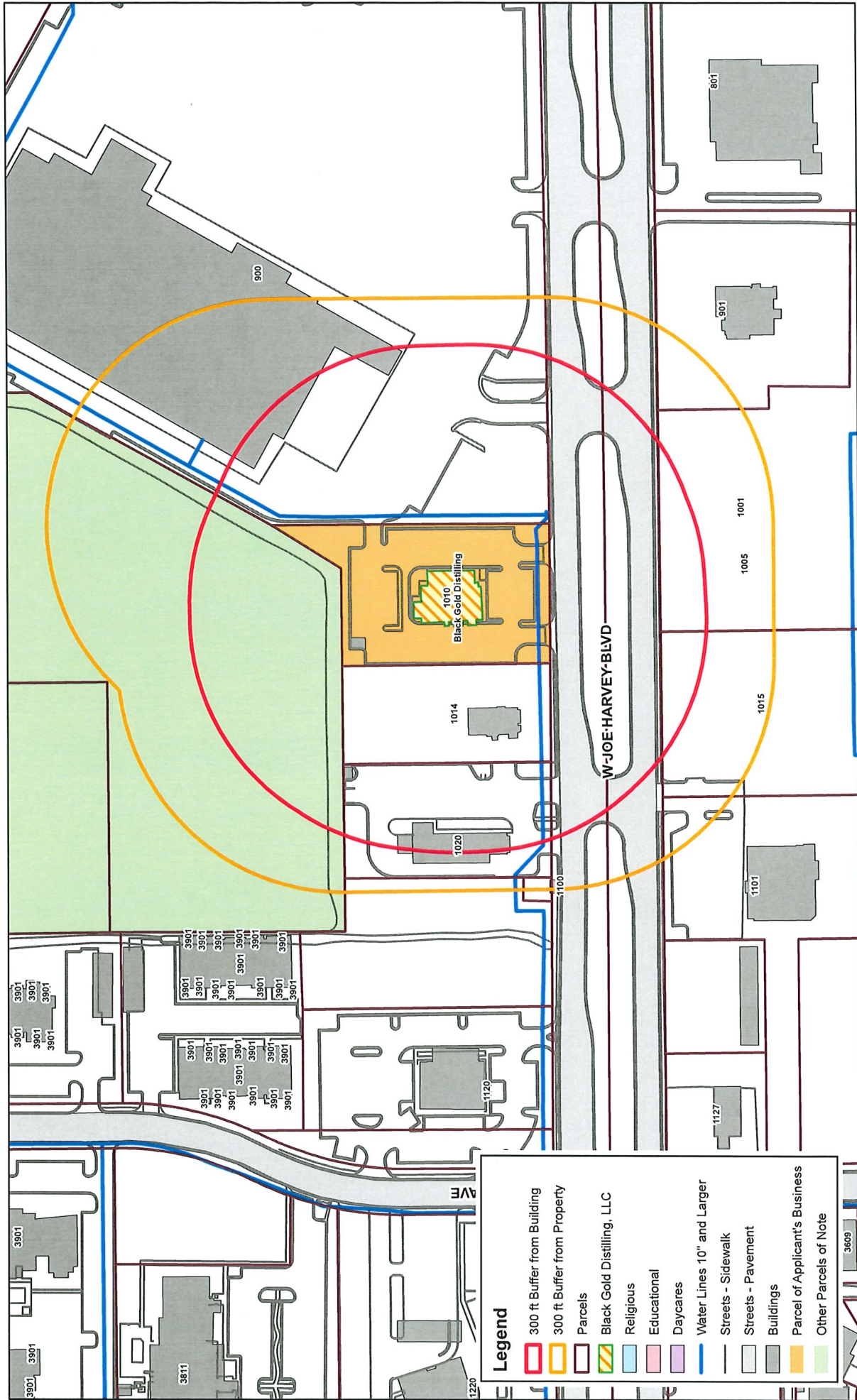
1010 W. Joe Harvey Blvd, Hobbs, NM 88240



Joe Harvey Blvd

Black Gold Distilling, LLC

300 ft Buffer Zone Map for Liquor License for 1010 W. Joe Harvey Blvd.



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:
January 5, 2026

SUBJECT: FINAL APPROVAL: Ordinance No. 1168 - Authorizing the Exchange of Real Property Between the City of Hobbs and The GEO Group, Inc., ("GEO"), Including Conveyance of Approximately 66.64 Acres of City-Owned Land to GEO and Acceptance of Approximately 68.15 Acres of GEO-Owned Land, Together with an Equalization Payment to the City

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 12/22/2025

SUBMITTED BY: Todd Randall, Assistant City Manager

Summary:

The City of Hobbs owns approximately **66.64 acres** located north of the former Lea County Correctional Facility site. GEO owns approximately **68.15 acres** of adjacent property. GEO also owns the improvements (former correctional buildings) located on the City Property.

To resolve outstanding issues regarding facility ownership interests and to support future redevelopment of the HIAP area, City staff and GEO have negotiated a Real Estate Purchase and Exchange Agreement (REPA). The proposed exchange results in the City receiving slightly more acreage and a **\$125,000 equalization payment** based on independent appraisals establishing:

- **City Property Appraised Value:** \$600,000
- **GEO Property Appraised Value:** \$475,000

Under NMSA 1978, § 3-54-1, any municipal conveyance or exchange of real property must be approved by ordinance. The attached ordinance authorizes the execution of the REPA, approves the exchange of real property, and permits the City Manager to complete all documentation required for closing.

Closing may occur only after:

- (1) adoption and publication of the ordinance,
- (2) expiration of **the** 45-day referendum period, and
- (3) satisfaction of all conditions in the REPA, including the delivery of a quitclaim deed from Lea County and completion of title and environmental review.

Fiscal Impact:

The City will receive a \$125,000 payment at closing in addition to acquiring approximately 68.15 acres of land that will directly benefit development of the HIAP properties. GEO is responsible for all appraisal, title, environmental, survey, closing, and recording costs.

Attachments:

Ordinance - GEO Hobbs 1-5-26

Final Survey - Rev. 11.30. 2022 - Lea County Correctional - GEO _802951_1

REPA - Geo City - GEO 12-22-25 final-1

Hobbs News Sun - Affidavit of Publication

Location Map - Landswap v3

Recommendation:

Motion to approve the ordinance

Approved By:

Todd Randall, Assistant City Manager	12/22/2025
Toby Spears, Finance Director	12/22/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	12/23/2025
Manny Gomez, City Manager	12/23/2025

CITY OF HOBBS

ORDINANCE NO. 1168

**AN ORDINANCE AUTHORIZING A REAL ESTATE EXCHANGE BETWEEN
THE CITY OF HOBBS AND THE GEO GROUP, INC., INCLUDING THE
CONVEYANCE OF CERTAIN CITY-OWNED PROPERTY AND THE
ACCEPTANCE OF CERTAIN PROPERTY OWNED BY GEO GROUP, INC.**

WHEREAS, the City of Hobbs ("City") is the owner of approximately 66.64 acres of real property located in Hobbs, Lea County, New Mexico, as more particularly described in Exhibit 1 in the PSA ("City Property"); and

WHEREAS, The GEO Group, Inc. ("GEO") is the owner of approximately 68.15 acres of real property located in Hobbs, Lea County, New Mexico, as more particularly described in Exhibit 2 in the PSA ("GEO Property"); and

WHEREAS, the City and GEO have negotiated a Real Estate Purchase and Exchange Agreement ("REPA"), attached as Exhibit 3, setting forth the terms under which the City will convey the City Property to GEO and GEO will convey the GEO Property to the City, including an equalization payment to the City; and

WHEREAS, pursuant to NMSA 1978, Section 3-54-1, and applicable provisions of the Hobbs Municipal Code, the sale or exchange of municipal real property must be approved by ordinance adopted by the governing body; and

WHEREAS, the governing body finds that the proposed exchange of land is in the best interest of the City and its residents and that the terms negotiated under the REPA are fair, reasonable, and beneficial to the City.

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

1. TERM OF SALE.

The City proposes to convey the 66.64-acre City Property to GEO and to accept the 68.15-acre GEO Property from GEO pursuant to the Real Estate Purchase and Exchange Agreement attached as Exhibit 3. The transaction includes an equalization payment from GEO to the City and shall be completed in accordance with the terms of the REPA.

2. APPRAISED VALUE OF PROPERTY.

- a. City Property Appraised Value: \$600,000
 - i. Size: 66.64 acres
 - ii. Value per acre (approx.): \$9,000/ac

- b. GEO Property Appraised Value: \$475,000
- c. Size: 68.15 acres
- d. Value per acre (approx.): \$6,970/ac

These appraised values reflect the fair market value of each parcel as determined by a certified appraiser.

3. SCHEDULE OF PAYMENTS:

The equalization payment associated with the exchange shall be paid as follows:

- a. Earnest Money Deposit: \$0 (not required for exchange)
- b. Equalization Payment Due at Closing: \$125,000
- c. Total Amount Paid by GEO to the City: \$125,000

4. PURCHASE PRICE. The monetary consideration to be paid to the City as part of the land exchange is \$125,000. This reflects the difference between the appraised values of the two properties.

5. NAME OF PURCHASER. The GEO Group, Inc., 4955 Technology Way, Boca Raton, FL 33431

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

Section 1. Approval of Real Estate Purchase and Exchange Agreement. The Real Estate Purchase and Exchange Agreement between the City of Hobbs and The GEO Group, Inc., attached hereto as Exhibit 3, is hereby approved. The Mayor is authorized to execute the REPA on behalf of the City.

Section 2. Upon the effective date of this Ordinance, the Mayor or City Manager is authorized to:

- A. Convey the 66.64-acre City Property to GEO by Special Warranty Deed;
- B. Accept the 68.15-acre GEO Property from GEO by Special Warranty Deed;
- C. Accept a Quitclaim Deed from Lea County relinquishing any interest it holds in the City Property;
- D. Execute closing documents, settlement statements, affidavits, and any other instruments necessary to effectuate the exchange of property.

Section 3. No conveyance, acceptance, or payment shall occur unless and until:

- 1. This Ordinance is adopted and published;

2. The 45-day referendum period expires without suspension;
3. The Ordinance becomes effective; and
4. All conditions in the REPA have been satisfied.

Section 4. Effective Date. This Ordinance shall become effective forty-five (45) days after publication, unless a referendum petition is properly filed.

Section 5. Severability. If any portion of this Ordinance is held invalid, the remainder shall remain in full force and effect.

PASSED, ADOPTED AND APPROVED this 5th day of January, 2026.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

EXHIBITS

- Exhibit 1: Legal Description of City (66.64-acre) Property
- Exhibit 2: Legal Description of GEO (68.15-acre) Property
- Exhibit 3: Real Estate Purchase and Exchange Agreement (REPA)

TRACT AREA

66.64 ± Acres
2902944 ± Square Feet

ADDRESS

6900 West Millen Drive, Hobbs, NM
88240

SURVEY NOTES

- The subject property shown on the survey is the same property as is described in the title report issued by First American Title Insurance Company, identified as Commitment No. 14412-2730171 with an effective date of August 4, 2022.
- The subject property shows encroachments as per Schedule B identified in title report issued by First American Title Insurance Company, identified as Commitment No. 14412-2730171 with an effective date of August 4, 2022.
- At the time of this survey, there was no observed evidence of recent earth moving work, building construction, or building additions observed.
- At the time of this survey, there were no changes in street right-of-way lines either completed or proposed.
- Distance from nearest intersecting street (W Millen Drive) is 115 ft.
- Parking spaces provided: 205 total spaces, 8 marked handicap spaces.
- Property has access to a named public right-of-way, that being W. Millen Drive.
- Property description contains no gaps, gores or hiatuses.
- Benchmarks for building heights were determined from nearby ground elevations.
- At the time of Survey there were no observed Encroachments.

ZONING INFORMATION

There is no Zoning Ordinance in the City of Hobbs, New Mexico, per Global Zoning American National Zoning Compliance Report. Global Zoning Job # GZ 20266

CERTIFICATION NOTE

ALTA/NSPS Table A item 10 is not applicable to this survey.

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 1.0001175664592 at control point located at N32°45'43.31127", W103°13.21.33075". True North can be obtained by applying a convergence angle of 0°05'20" at this point.

RECORD DESCRIPTION

For Surface Title Only:

A tract of land located in part of the West Half (W1/2) of Section 11, Township 18 South, Range 37 East, being a part of Tract conveyed to the County of Lea, a political Subdivision of the State of New Mexico as recorded in Book 821, Page 485 of the Lea County Records, and being more particularly described as follows:

Beginning at a point on the east line of said County tract, from whence the southwest corner of said County tract, which is also the southwest corner of said Section 11, bears S0°02'42"E, a distance of 2302.95 feet and N89°53'24"W, a distance of 2375.16 feet; THENCE N0°02'42"W along the east line of said County tract, a distance of 2281.54 feet to a found 1/2" rebar with a plastic cap which is the northeast corner of said County tract and the northeast corner of this survey; THENCE N89°52'06"W along the north line of said County tract, a distance of 1290.03 feet to a 1/2" rebar with an aluminum cap for the northwest corner of this survey; THENCE S0°02'42"E parallel with the east line of said County tract, a distance of 1720.01 feet to a 1/2" rebar with an aluminum cap which is an angle point on the west line of this survey; THENCE S14°22'11"E, a distance of 580.00 feet to a 1/2" rebar with an aluminum cap which is the southwest corner of this survey; THENCE S89°52'06"E, parallel with the north line of said County tract, a distance of 1146.53 feet to the point of beginning.

FLOOD INFORMATION

According to the Federal Emergency Mapping Agency, Flood Insurance Rate Map, Community Panel No. 35025C1165D, which bears an effective date of December 16, 2008, this property lies within Zones "AO" and "X".

Zone AO area is determined to be a special flood hazard area with a base flood depth of 1 ft.

Zone X (no hatch) area is determined to be outside the 0.2% annual chance flood.

ALTA/NSPS LAND TITLE SURVEY

SURVEYOR'S CERTIFICATE:

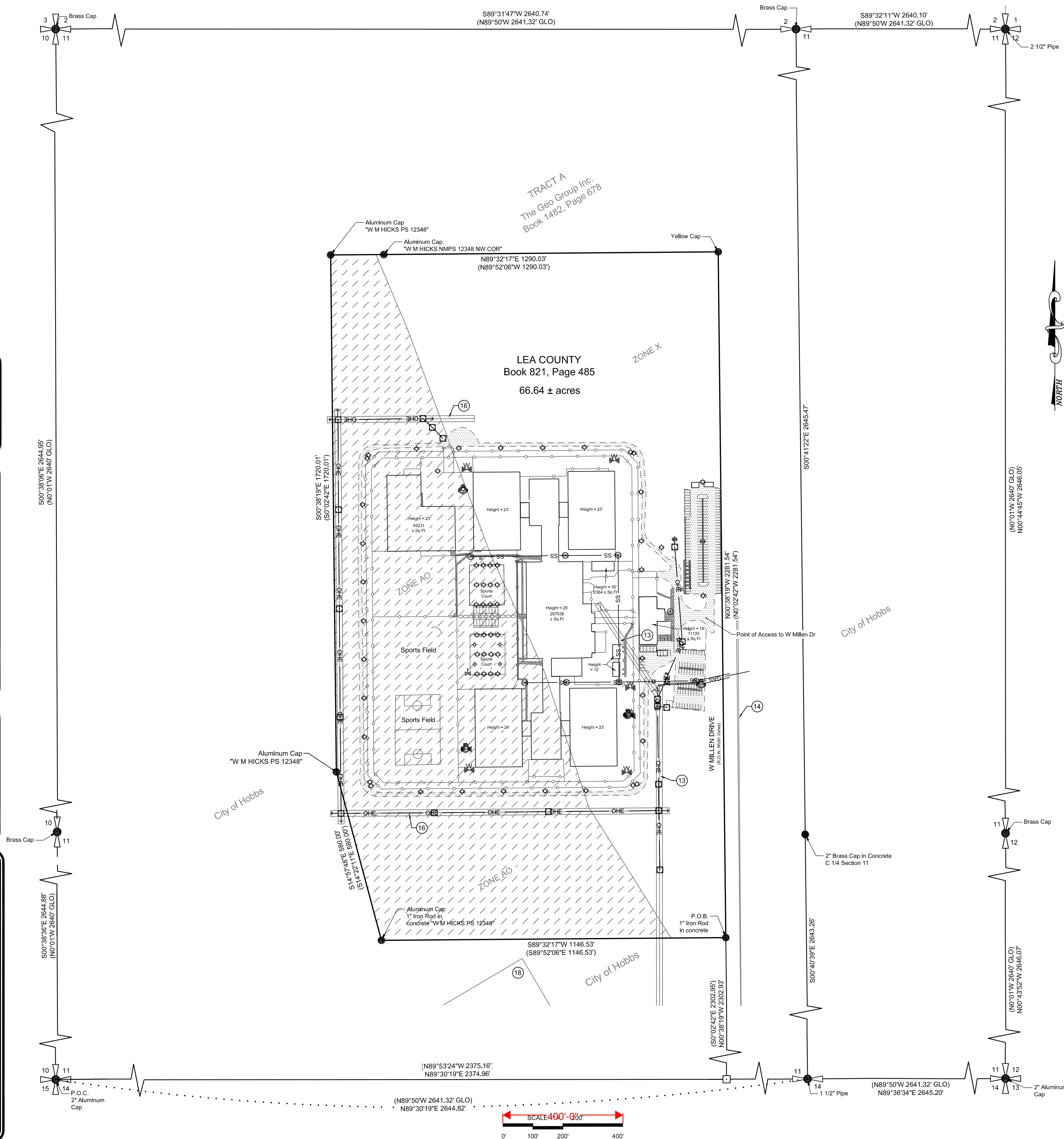
To: The GEO Group, Inc., CPT Operating Partnership, L.P., Municipal Corrections Finance, L.P., Correctional Services Corporation, LLC, WBP Leasing, LLC, Correctional Properties, LLC, Community Education Centers, Inc., Alter Domus Products Corp., a Delaware corporation, as administrative agent, its successors and/or assigns, Ankura Trust Company, LLC, a New Hampshire limited liability company, together with its successors and/or assigns as Second Lien Collateral Trustee:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6a, 7a, 7b1, 7c, 8, 9, 10, 11, 13, 14, 16, 17, 18, and 19 of Table A thereof. The fieldwork was completed on 08/11/2022.

Richard L. Mulliken, PS 16873
Date of Plat or Map: 11/28/2022

ALTA/NSPS LAND TITLE SURVEY OF
LEA COUNTY CORRECTIONAL FACILITY

LOCATED IN THE W1/2 OF SECTION 11, T18S, R37E, N.M.P.M., CITY OF HOBBS, LEA COUNTY, NEW MEXICO

SCHEDULE B SECTION II
EXCEPTIONS

PER FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT FILE NO. 14412-2730171 WITH AN EFFECTIVE DATE OF AUGUST 4, 2022.

- Rights or claims of parties in possession not shown by the public records. (not a survey related item)
- Easements, or claims of easements, not shown by the public records. (not a survey related item)
- Encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matters which would be disclosed by an accurate survey and inspection of the premises. (not a survey related item)
- Any lien, claim or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records. (not a survey related item)
- Community property, survivorship, or homestead rights, if any, of any spouse of the insured (or vestee in a leasehold or loan policy). (not a survey related item)
- Water rights, claims or title to water. (not a survey related item)
- Taxes for the Year 2022 and thereafter. (not a survey related item)
- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment. (not a survey related item)
- Reservations contained in Patent from United States of America recorded in Book 109, Page 388, Patent, records of Lea County, New Mexico. (not a survey related item, instrument affects and is blanket in nature)
- Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether appearing in the Public Records, or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed. (not a survey related item, instrument affects and is blanket in nature)
- Covenants, conditions and restrictions as contained in that certain Quit Claim Deed, filed December 27, 1948, in Book 109, Page 388, and Amended in that certain Deed of Release filed November 22, 1961, in Book 260, Page 200, and further amended in that certain Deed of Release filed January 7, 1964, in Book 279, Page 422, Deed Records, Lea County, New Mexico. Said documents executed by the United States of America to City of Hobbs. (not a survey related item, instrument affects and is blanket in nature)
- Reservations, Restrictions and Covenants as contained in that certain Special Warranty Deed, filed September 10, 1997, recorded in Book 821, Page 485, Records, Lea County, New Mexico, executed by City of Hobbs, New Mexico to County of Lea, a Political Subdivision. (blanket in nature)
- Non-Exclusive Utility Easement contained in Southwestern Public Service Company Utility Easement, filed March 2, 1998, recorded in Book 858, Page 94, Records, Lea County, New Mexico, executed by Lea County to Southwestern Public Service Company. (affects, plotted as shown)
- Non -Exclusive Easement for roadway purposes and any storm drainage or utility facilities contained in that certain Right of Way Easement, filed September 10, 1998, recorded in Book 904, Page 477, Records, Lea County, New Mexico, executed by City of Hobbs to County of Lea; Amended Right of Way Easement filed October 30, 1998 in Book 915, Page 147, records of Lea County, New Mexico, executed by City of Hobbs to County of Lea. (affects, plotted as shown)
- Intentionally Omitted.
- Non-Exclusive Utility Easement contained in Southwestern Public Service Company Utility Easement, filed May 3, 1999, recorded in Book 953, Page 353, Records, Lea County, New Mexico, executed by Lea County to Southwestern Public Service Company. (affects, plotted as shown)
- Terms and provisions as contained in that certain Lease Agreement dated December 2, 1997 by and between Lea County, New Mexico, a Political Subdivision, as Lessor, and First Security Bank, National Association not individually but solely as Owner Trustee under Wackenhut Corrections Trust 1997-1, as Lessee, recorded April 17, 1998, in Book 873, Page 646, as amended in that certain Amended and Restated Lease Agreement recorded October 26, 1998, in Book 913, Page 432, and Re-recorded November 2, 1998, in Book 915, Page 546, and further assigned in that certain Assignment and Conveyance of Leasehold Interest Under 98 Year Lease dated October 30, 1998, executed by and between First Security Bank, National Association, not individually but solely as Owner Trustee under the Wackenhut Corrections Trust 1997-1, as Assignor and CPT Operating Partnership L.P., as Assignee and recorded November 2, 1998, in Book 915, Page 575, all in Lea County Records, Lea County, New Mexico. (not a survey related item, instrument affects and is blanket in nature)
- Encroachment of the Safety Easement executed by and between City of Hobbs, New Mexico, a municipal corporation and Hobbs Gun Club, Inc., a non-profit corporation and recorded in Book 569, Page 750, Miscellaneous Records, Lea County, New Mexico. (does not affect)
- Covenants, conditions and restrictions contained in Notice of Right of First Refusal Agreement filed November 2, 1998, in Book 915, Page 557, Lea County Records, Lea County, New Mexico. Executed by and between Lea County, New Mexico, Wackenhut Corrections Corporation and First Security Bank, National Association, not individually but solely as Owner Trustee under the Wackenhut Corrections Trust 1997-1. (not a survey related item, instrument affects and is blanket in nature)
- Master Agreement to Lease between CPT Operating Partnership L.P., as Landlord, and The GEO Group, Inc. (f.k.a. Wackenhut Corrections Corporation), as Tenant, dated April 28, 1998, as supplemented by that certain Lease Agreement between CPT Operating Partnership L.P., as Landlord, and The GEO Group, Inc. (f.k.a. Wackenhut Corrections Corporation), as Tenant, dated June 20, 2008, and as further amended by that certain Third Amendment to Lease Agreement between CPT Operating Partnership L.P., as Landlord, and The GEO Group, Inc. (f.k.a. Wackenhut Corrections Corporation), as Tenant, dated December 1, 2008, as subordinated to the Insured Mortgage pursuant to that certain Subordination and Attornment Agreement dated December 2, 2010 and recorded on December 3, 2010 in Book 1707, Page 16 in the Official Records of Lea County, New Mexico. (not a survey related item, instrument affects and is blanket in nature)



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100 E. Navajo, Suite 100 Hobbs New Mexico 88240
T 575 393 9827 F 575 393 1543
Pettigrew.us



PROJECT SURVEYOR:

R. MULLIKEN

DRAWN BY:

V. MUNOZ

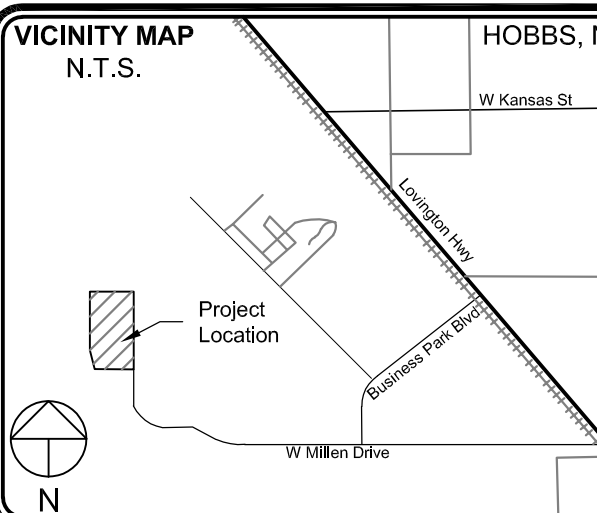
LEGEND

	Found monument as noted
	Fire hydrant
	Sewer manhole
	Gas valve / riser
	Irrigation valve
	Water valve
	Light pole
	Edge of pavement
	Property line
	Section line
	Building
	Chain link fence with razor wire on top
	Overhead electric line
	Underground water line
	Sanitary sewer line
	Underground gas line
	Flood zone "AO"
	Concrete
	Measured bearing and distance
	Record bearing and distance

INDEXING INFORMATION
FOR COUNTY CLERK

OWNER:
LEA COUNTY

LOCATION:
W1/2 OF SECTION 11,
T18S, R38E, N.M.P.M.,
CITY OF HOBBS,
LEA COUNTY, NEW MEXICO

ALTA/NSPS LAND TITLE
SURVEY
OFLEA COUNTY
CORRECTIONAL
FACILITY

FOR

The Geo Group Inc.

PROJECT NUMBER:

2022.1137

SHEET:

1 of 2

SU - 101

**REAL ESTATE PURCHASE AND EXCHANGE AGREEMENT
CITY OF HOBBS AND THE GEO GROUP, INC.**

This Real Estate Purchase and Exchange Agreement ("Agreement") is entered into this ____ day of _____, 2025 ("Effective Date"), by and between the **City of Hobbs**, a New Mexico municipal corporation ("City"), and **The GEO Group, Inc.**, a Florida corporation ("GEO"). The City and GEO are collectively referred to herein as the "Parties."

RECITALS

A. The City owns certain real property located in Hobbs, Lea County, New Mexico, described in **Exhibit 1** ("City Property"), which was conveyed from the City, as grantor, to Lea County, New Mexico ("County"), as grantee, pursuant to a Special Warranty Deed filed of record on September 10, 1997 in Book 81, Page 485 of the real property records of Lea County, New Mexico ("Original Deed").

B. The City Property was subsequently leased by the County to GEO's affiliate CPT Operating Partnership L.P. ("CPT") (successor in interest to First Security Bank, National Association, not individually, but solely as Owner Trustee under the Wackenhut Corrections Trust 1997-1) pursuant to that certain Amended and Restated Lease Agreement dated October 19, 1998 (as amended, modified, assigned, restated, or supplemented from time to time, collectively, the "Lease").

C. The Original Deed contains a reversionary clause ("Reversionary Clause"), stating in relevant part that "[t]his conveyance is made upon the conditions that ... ownership of the acreage will revert to the [City] ... at such late time as the property ceases to be used as a county jail or state penitentiary."

D. GEO owns real property adjacent to the City Property, described in Exhibit 2 ("GEO Property"), which the City desires.

E. Closing on the property exchange described in this Agreement is expressly conditioned upon: (1) the County's execution of a quitclaim deed surrendering any and all right, title and interest it holds in the City Property; (2) adoption and publication of an ordinance in accordance with NMSA 1978, § 3-54-1 and all applicable provisions of the Hobbs Municipal Code ("Ordinance") by the Hobbs City Commission approving this Agreement; (3) expiration of the forty-five (45) day statutory referendum period ("Referendum Period"); and (4) the ordinance becoming effective.

NOW THEREFORE, in consideration of the terms herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PROPERTY

The City shall convey to GEO the City Property, and GEO shall convey GEO Property subject to the terms, conditions, and contingencies set forth herein.

2. PAYMENT

At closing ("Closing"), GEO shall pay to the City, in immediately available funds, the sum of **One Hundred Twenty-Five Thousand Dollars (\$125,000.00)** as compensation for the difference in appraisal value between the GEO Property and the City Property set forth in that certain Appraisal Report for Lea County Correctional Facility Land

dated September 29, 2025 and that certain Appraisal Report for Northwest Hobbs Land dated September 29, 2025, each prepared by Valbridge Property Advisors ("Equalization Payment").

3. TITLE MATTERS; SURVEY

A. Title Commitment

First American Title Insurance Company ("Title Company") shall issue commitments for title insurance in the standard printed form of an owner's title insurance policy, together with legible copies of, or usable links to, all documents creating any exceptions referred to in such commitments (collectively referred to herein as "Commitment"), and a tax search certificate, paid for by GEO, showing the status of the taxes related to the City Property and the GEO Property.

B. Title Objections and Cure

Each Party shall have ten (10) business days after the Effective Date (the "Objection Period") to review the Commitment and any exceptions identified therein. During the Objection Period, either Party (the "Objecting Party") may deliver to the other Party and Title Company a written list of objections to title ("Title Objections").

1. Cure Period

The Party responsible for conveying the affected property ("Curing Party") shall have fifteen (15) business days following receipt of the Title Objections ("Cure Period") to cure, remove, or insure over the Title Objections in a manner reasonably acceptable to the Objecting Party. The Cure Period may be extended by an additional fifteen (15) business days if the Curing Party is diligently working to resolve one or more Title Objections.

2. Notice of Cure

Before expiration of the Cure Period, the Curing Party shall notify the Objecting Party in writing specifying the manner in which each Title Objection has been cured, removed, or insured over.

3. Failure to Cure; Objecting Party's Options

If the Curing Party (i) fails to deliver a notice of cure before the expiration of the Cure Period, or (ii) elects not to cure one or more Title Objections, then the Objecting Party shall have the unilateral right to: (a) waive the uncured Title Objection(s) and proceed to Closing; or (b) terminate this Agreement by written notice, in which event this Agreement shall be null and void, and neither Party shall have any further liability or obligation hereunder.

4. Permitted Exceptions

The specific title exceptions in the Commitment that (i) are expressly accepted in writing by the Objecting Party, (ii) are waived by the Objecting Party, or (iii) that the Title Company has not agreed to insure over or remove, shall be deemed "Permitted Exceptions."

5. Liens on City Property

Subject to the Cure Period above, any lien, claim of lien, mechanic's lien, materialman's lien, tax lien, judgment lien, or other monetary encumbrance recorded against the City Property (the property presently owned by the City and to be conveyed to GEO at Closing) that:

- i. arises out of or relates to GEO's ownership, maintenance, repair, improvement, or operation of improvements located on the City Property; or
- ii. is caused, filed, or asserted by any contractor, subcontractor, supplier, vendor, or consultant hired or engaged by GEO, directly or indirectly; or
- iii. arises from any action, inaction, debt, obligation, or contractual relationship of GEO relating to its use or operation of improvements situated on the City Property

shall not constitute a Permitted Exception, regardless of whether GEO objects to such lien. GEO shall, at its sole cost and expense, cause any such lien to be fully released, removed, bonded over, or insured over (in a manner reasonably acceptable to the City and the Title Company) prior to Closing. Failure by GEO to cure any such lien shall give the City, in its sole discretion, the

right to (i) waive the uncured lien and proceed to Closing, or (ii) terminate this Agreement by written notice to GEO, in which event this Agreement shall be null and void with no liability to either Party.

C. Survey

GEO shall provide all affidavits required by the Title Company to issue the Title Policy and remove survey-related exceptions. The City shall provide a survey affidavit for the City Property, if necessary.

D. Title Policy

At Closing, title shall be insured by a Standard Coverage Owner's Policy of Title Insurance issued by the Title Company in the full amount of the value of the City Property and any improvements thereon ("Insured Amount") insuring fee simple title to GEO, subject only to the Permitted Exceptions ("Title Policy"). GEO shall pay for the premium for the Title Policy. The Title Policy shall contain Extended Coverage Owner's Policy of Title Insurance to the Title Policy at GEO's sole cost and expense. Notwithstanding anything to the contrary herein, GEO's procurement of an Extended Coverage Owner's Policy of Title Insurance shall not be a condition precedent to Closing.

4. RESTRICTIVE COVENANTS

A. Restrictions on GEO Property

The City agrees to the following restrictions, which shall be included in the deed conveying the GEO Property to the City and shall run with the land:

1. The City shall agree to a building setback of not less than seventy-five feet (75') from the boundary line of the GEO Property. Notwithstanding the foregoing, nothing in this Agreement shall prevent the City from installing or maintaining utilities, drainage, roadways, trails, sidewalks, or landscaping within such area.
2. The City shall not develop any of the following on the GEO Property for so long as GEO (or its successor) operates a correctional facility, jail, detention facility, rehabilitative facility, or facility used for similar detention-related purposes on the City Property: (i) correctional facility; (ii) jail; (iii) detention facility; (iv) rehabilitation facility; or (v) facility used for similar detention-related purposes.
3. The City shall not sell, convey, transfer, or lease the GEO Property to any party other than GEO for the purpose of operating any type of correctional facility, jail, detention facility, rehabilitative facility, or facility used for similar detention-related purposes on the GEO Property. Nothing herein shall prohibit the City from using or conveying the GEO Property for any other lawful public purpose consistent with the City development and land use regulations.

5. CLOSING

A. Location

Closing shall occur at the offices of the Title Company, which are located at 1819 N. Turner St., Suite B, Hobbs, NM 88240, or by electronic means acceptable to the Parties, or at such other time and place as the Parties may mutually agree in writing.

B. Closing Deliverables

1. Prior to Closing, the Parties shall execute and deliver the following:
 - i. a **Quitclaim Deed** conveying to the City any and all of the County's right, title and interest in and to the City Property, including any and all improvements thereon, and releasing any interest it holds in the City Property ("County Quitclaim Deed");
 - ii. a **Special Warranty Deed** conveying the City Property to GEO or its designated entity, CPT, any and all of the City's right title and interest in and to the City Property, including

- any and all improvements thereon, free and clear of the Reversionary Clause and subject to all lawful permitting and development codes of the City ("GEO Special Warranty Deed");
 - iii. a **Special Warranty Deed**, conveying to the City any and all of GEO's right, title and interest in and to the GEO Property, including any and all improvements thereon, and subject only to Permitted Exceptions ("City Special Warranty Deed");
 - iv. GEO and the County shall deliver a termination of the Lease for recording in the public records;
 - v. any additional documents reasonably required for the conveyance of the City Property from the City to GEO or its designated entity, CPT, and for the conveyance of the GEO Property to the City, which shall specifically address the Reversionary Clause;
 - vi. a settlement statement provided by the Title Company itemizing all Closing costs and adjustments;
 - vii. Seller's affidavits and any other documents necessary for the Title Company to issue the title insurance policies contemplated herein;
 - viii. real property transfer declarations as required by New Mexico law; and
 - ix. any other documents reasonably necessary to effectuate the transfers of property contemplated in this Agreement.
2. The County Quitclaim Deed, City Special Warranty Deed, and GEO Special Warranty Deed shall be recorded in Lea County's real property records at Closing upon the completion, by Title Company, of an updated title search, to ensure that no encumbrances have been filed prior to Closing.
 3. Possession of each property shall transfer to the receiving Party at Closing.

C. Contingent Closing

1. Closing shall occur no earlier than forty-five (45) days after adoption and publication of the Ordinance approving this Agreement, which is the earliest date on which the ordinance may become effective following the Referendum Period. In the event a valid referendum petition is filed challenging the Ordinance approving this Agreement, and the Ordinance is repealed or nullified as a result of such referendum election, then upon the repealing or nullification of the Ordinance, this Agreement shall automatically be void and of no effect, and no Party shall have any further rights or obligations hereunder.
2. Closing shall occur on or before ten (10) days from the expiration of the Referendum Period, unless extended by mutual written agreement.
3. The Reversionary Clause shall be terminated, and any additional documents reasonably required for the termination of the Reversionary Clause shall include provisions that address each of the following to the satisfaction of GEO and the Title Company, all of which below shall be included in the City Special Warranty Deed and run with the land:
 - i. explicitly extinguish any reversionary interest that may exist;
 - ii. The City confirms that, as of the Effective Date, the City Property may be used for any lawful purpose permitted under the Municipal Development Code, the HIAP Restrictive Covenants (to the extent applicable), attached hereto as **Exhibit 6**, and other development, subdivision, and building regulations in effect as of the Effective Date, which include, without limitation, use as a correctional facility, jail, detention facility, rehabilitative facility, or similar lawful detention-related purposes, subject to applicable permitting requirements.
 - iii. The City confirms that, as of the Effective Date, the City Property is not subject to any protective covenants, restrictive covenants, or development standards other than those of record and those expressly referenced in this Agreement. The City further agrees that it shall not adopt or apply any new regulation, ordinance, covenant, development

standard, or other requirement that is targeted specifically at preventing or restricting GEO's lawful use or development of the City Property; provided, however, that nothing herein shall restrict or impair the City's general governmental, legislative, regulatory, or police powers, and all generally applicable development codes, building regulations, subdivision requirements, engineering standards, or other rules adopted after the Effective Date shall apply to the City Property in the same manner as they apply to similarly situated properties within the City.

- iv. The Parties acknowledge that, upon Closing and recordation of the Special Warranty Deed releasing and extinguishing the Reversionary Clause, the City and the County waive any right to assert or enforce the Reversionary Clause against GEO or any future use of the City Property.
4. The obligations of the City to convey the City Property and to perform its covenants under this Agreement are expressly conditioned upon the satisfaction or waiver of the following conditions precedent:
- i. the City's receipt and review of a **Phase I Environmental Site Assessment** for the GEO Property, reasonably acceptable to the City.
 - ii. the commitment of the Title Company to issue the Title Policy, insuring GEO in the Insured Amount that title to the City Property is vested of record in GEO on the date of Closing subject only to (a) the printed conditions and exceptions of such policy, and (b) the Permitted Exceptions;
 - iii. the transfer to GEO of City's interest in all warranties and guaranties made by or received from any person with respect to any building, component, structure, fixture, machinery, equipment or material constituting any part of the City Property that is owned by the City; and
 - iv. City's performance or tender of performance of all material obligations under this Agreement, and the material truth and accuracy of City's representations and warranties as of the date of Closing.

6. CLOSING COSTS

A. GEO's Costs

GEO shall pay all of the following:

- 1. one-half of the appraisal costs;
- 2. all costs associated with the GEO Property, including, without limitation, title and recording fees, survey costs, title insurance policy costs, and Phase I Environmental Site Assessment costs;
- 3. all costs associated with the City Property, including, without limitation, title and recording fees, survey costs, title insurance policy cost, and environmental site assessment costs;
- 4. all of GEO's attorneys' fees and Title Company charges related to the Closing, including the preparation and recordation of conveyance documents associated with the same;
- 5. any taxes, fees, or assessments triggered by the Closing; and
- 6. the Equalization Payment.

B. City's Costs

The City shall pay one-half of the appraisal costs, the City's own legal fees, the costs incurred in the City's Commission approval process, and no other costs.

C. County's Costs

Any recording fees, documentary transfer taxes, or other governmental fees associated with the recording of the County Quitclaim Deed.

7. "AS-IS" PURCHASE

The City Property and the GEO Property shall be transferred in their respective "AS-IS" "WHERE IS" "with all faults" conditions, with no representations or warranties regarding the physical condition of the City Property or the GEO Property.

8. DEFAULT

A. GEO Default

If GEO defaults under this Agreement, the City may terminate this Agreement and resume the declaratory action.

B. City Default

If the City defaults after the Effective Date, GEO may terminate this Agreement, and GEO shall have no claim for damages in connection with this Agreement.

9. CITY'S AFFIRMATIVE COVENANTS

The City covenants and agrees that, from the Effective Date through the date of Closing or earlier termination of this Agreement, City shall not cause or permit any mortgage, deed of trust, lien, encumbrance, covenant, condition, restriction, assessment, easement, right-of-way, obligation, encroachment or liability whatsoever to be placed of record or otherwise exist, excepting, however, such other title exceptions as are specifically permitted under this Agreement and those which have been specifically approved in writing by GEO.

10. REPRESENTATIONS AND WARRANTIES OF CITY WITH RESPECT TO CITY PROPERTY

The City represents and warrants to GEO solely as follows:

- (a) The City is a New Mexico municipal corporation duly organized, validly existing, and in good standing under the laws of the State of New Mexico.
- (b) The City has full right, power, and authority to enter into this Agreement and, subject to the adoption and effectiveness of an ordinance approved in accordance with NMSA 1978, § 3-54-1, to convey the City Property to GEO in accordance with the terms of this Agreement.
- (c) Upon adoption and effectiveness of such ordinance, this Agreement will constitute a valid and binding obligation of the City, enforceable in accordance with its terms, subject to applicable laws governing municipalities.
- (d) The individual executing this Agreement on behalf of the City is duly authorized to do so.
- (e) Except for the ordinance required under NMSA 1978, § 3-54-1, no additional municipal approvals are required for the City to enter into this Agreement, other than those required by law as part of the normal municipal legislative process.
- (f) Except as expressly stated in this Section 10, the City makes no other representations or warranties, express or implied, including but not limited to any warranty regarding the condition of the City Property, suitability for GEO's intended use, or compliance with any federal, state, or local laws.

(g) There is no pending or, to City's actual knowledge, threatened condemnation or similar proceeding affecting the City Property or any portion thereof, nor has City actual knowledge that any such action is presently contemplated.

All representations of the City set forth in this Section 10 shall be deemed effective only as of the date the ordinance approving this Agreement becomes effective following expiration of the referendum period required under New Mexico law.

11. EFFECTIVENESS OF AGREEMENT; TERMINATION RIGHT; EFFECT OF TERMINATION

A. Effectiveness of Agreement

This Agreement shall not become effective, nor shall it be binding on the City, unless and until all requirements set forth in this Agreement have been satisfied.

B. Termination

The City may, by written notice to all Parties, terminate this Agreement prior to Closing and prior to the recordation of any deed if: (i) the Hobbs City Commission fails to adopt or ratify the Ordinance; (ii) the required environmental assessments are not completed or are unsatisfactory to the City in its reasonable discretion; or (iii) a valid referendum petition is filed and the Ordinance is otherwise stayed, enjoined, or invalidated.

C. Effect of Termination

In the event of a termination under this Agreement, this Agreement shall be null and void as to the City, and the Parties shall have no further rights or obligations hereunder.

12. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of New Mexico. Venue for all disputes shall lie exclusively in the Fifth Judicial District Court, Lea County, New Mexico.

13. NOTICES

Except as otherwise set forth in this Agreement, any communication, notice or demand of any kind whatsoever which either Party may be required or may desire to give or to serve upon the other will be in writing and delivered by: (i) personal service to the address listed below; (ii) overnight courier (e.g., FedEx) to the address listed below; (iii) U.S. certified mail, postage prepaid, return receipt request, addressed as follows; or (iv) email to the email address listed below:

If to City: City of Hobbs
 200 E. Broadway St.
 Hobbs, NM 88240
 Attn: Legal Department
 Email: mdesrosiers-douyon@hobbsnm.org

If to GEO: The GEO Group, Inc.
 4955 Technology Way
 Boca Raton, Florida 33431
 Attn: Beth Crews, Esq.
 Email: beth.crews@geogroup.com

With a copy to: Holland & Hart LLP
 110 N. Guadalupe St #1

Santa Fe, New Mexico 87501
Attn: Larry Montano, Esq.
lmontano@hollandhart.com

If to Title Company: First American Title Insurance Company
1819 N Turner St., Suite B
Hobbs, New Mexico 88240
Attn: Keren Marti
Email: kmarti@firstam.com

A notice sent via personal delivery shall be effective on the date of personal delivery, if personally delivered on a business day by 5:00 p.m. (local time); otherwise, it shall be effective on the next business day following personal delivery. A notice sent via certified, U.S. Mail, return receipt requested with postage prepaid shall be effective two (2) days after the date of the postmark. A notice sent via overnight delivery shall be effective on the date it is delivered, if received on a business day by 5:00 p.m. (local time); otherwise, it shall be effective on the next business day. A notice sent via email shall be effective on the date the email is sent, if the email is received on a business day by 5:00 p.m. (local time); otherwise, it shall be effective on the next business day. Any Party may update its notice address or email pursuant to the terms of this Section.

14. EXHIBITS

The following exhibits are attached to and incorporated into this Agreement:

- **Exhibit 1** – Legal Description of City Property
- **Exhibit 2** – Legal Description of GEO Property
- **Exhibit 3** – Form of County Quitclaim Deed
- **Exhibit 4** – Form of City Special Warranty Deed
- **Exhibit 5** – Form of GEO Special Warranty Deed
- **Exhibit 6** - HIAP Restrictive Covenants

15. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

16. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties regarding the exchange of real property described herein. Any amendment must be approved by ordinance (for the City) and executed in writing by both Parties.

17. COUNTERPARTS

This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Facsimile or electronic copies shall be deemed originals.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties execute this Agreement effective as of the date first written above.

CITY:
THE CITY OF HOBBS

The GEO Group, Inc.

Jonathan Sena, Mayor

By: _____

Name: _____

Title: _____

Address: _____

Phone: _____

ATTEST:

APPROVED AS TO FORM:

Jan Fletcher, City Clerk

Medjine Desrosiers-Douyon
Deputy City Attorney

EXHIBIT 1

The City Property

For Surface Title Only:

A tract of land located in part of the West Half (W1/2) of Section 11, Township 18 South, Range 37 East, being a part of tract conveyed to the County of Lea, a political Subdivision of the State of New Mexico as recorded in Book 821, Page 485 of the Lea County Records, and being more particularly described as follows:

Beginning at a point on the east line of said County tract, from whence the southwest corner of said County tract, which is also the southwest corner of said Section 11, bears S0°02'42"E, a distance of 2302.95 feet and N89°53'24"W, a distance of 2375.16 feet; THENCE N0°02'42"W along the east line of said County tract, a distance of 2281.54 feet to a found 1/2" rebar with a plastic cap which is the northeast corner of said County tract and the northeast corner of this survey; THENCE N89°52'06"W along the north line of said County tract, a distance of 1290.03 feet to a 1/2" rebar with an aluminum cap for the northwest corner of this survey; THENCE S0°02'42"E parallel with the east line of said County tract, a distance of 1720.01 feet to a 1/2" rebar with an aluminum cap, which is an angle point on the west line of this survey; THENCE S14°22'11"E, a distance of 580.00 feet to a 1/2" rebar with an aluminum cap which is the southwest corner of this survey; THENCE S89°52'06"E, parallel with the north line of said County tract, a distance of 1146.53 feet to the point of beginning.

EXHIBIT 2

GEO Property

FOR SURFACE TITLE ONLY:

A tract of land located in part of the Northwest Quarter (NW/4) of Section 11 and part of the Southwest Quarter (SW/4) of Section 2, Township 18 South, Range 37 East, N.M.P.M., Lea County, New Mexico, and being more particularly described as follows:

Beginning at a point, a found rebar with aluminum cap marked Hicks NMPS 12348, on the West line of the said Northwest Quarter of Section 11, and being the Northwest corner of Tract Two of the Prison Tract Summary Subdivision filed in Book 921, Page 858 of the Lea County Records and from whence the Northwest corner of said Section 11, a found brass cap, bears N0°38'13"W, 704.55 feet; thence N0°38'13"W, a distance of 704.55 feet along the West line of said Section 11 to the Northwest corner of Section 11 a found brass cap in concrete; thence N0°37'16"W, a distance of 545.45 feet along the West line of said Section 2 to a point; thence N89°32'13"E, a distance of 2374.88 feet to a point; thence S0°38'23"E, at a distance of 544.96 feet cross the South line of Section 2 and continuing a total distance of 1250.00 feet to a found rebar with aluminum cap marked Hicks NMPS 12348 and being the Northeast corner of Tract One of Prison Tract Summary Subdivision; thence S89°32'13"W, along the North line of the Prison Tract Summary Subdivision a distance of 2375.09 feet to the point of beginning.

Subject to reservations, restrictions and easements appearing of record

EXHIBIT 3

Form of County Quitclaim Deed

EXHIBIT 4

Form of City Special Warranty Deed

EXHIBIT 5

Form of GEO Special Warranty Deed

EXHIBIT 6

HIAP Restrictive Covenants

Protective Covenants and Design Standards Property at Hobbs Industrial Air Park

This Declaration, made the ____ day of _____, 20__, by the City of Hobbs (“Declarant” or “City”), establishes Protective Covenants and Design Standards applicable to the real property described in *Exhibit A* attached hereto (“Property”).

1. Purpose

- A. The City owns the Property located within the Hobbs Industrial Air Park (“HIAP”) in Lea County, New Mexico. These Protective Covenants are intended to:
- B. Maintain a planned industrial and business area that supports economic development;
- C. Ensure compatibility of uses, protection of public infrastructure investments, and orderly long-term development; and
- D. Establish predictable, consistent development requirements unique to the HIAP.
- E. Airport Notice:
The Property is located near an active private airport within the HIAP. Owners and occupants acknowledge that aircraft operations, noise, and aviation-related activity will occur. This disclosure shall be included in all deeds and leases.

2. General Provisions

- A. The Property shall be transferred, sold, leased, conveyed, and occupied subject to these Protective Covenants, which run with the land and bind all successors, heirs, and assigns.
- B. Purchasers and users agree to use the Property only in accordance with these Covenants and all applicable laws of the City of Hobbs, Lea County, the State of New Mexico, and the United States.
- C. Enforcement:
These Covenants may be enforced by the City or by any owner of a parcel within the Property through legal or equitable action.

3. Permitted, Regulated, and Prohibited Uses

A. Permitted Uses

- 1. Industrial, manufacturing, assembly, warehousing, and similar uses typical of the HIAP.
- 2. Private or Public commercial detention or correctional facilities and associated support functions.
- 3. Rehabilitation Facility and support functions.
- 4. Associated commercial uses not exceeding 20% of gross floor area.

B. Regulated Uses

- 1. Uses may not emit noise, vibration, dust, odors, or waste beyond parcel boundaries.
- 2. Air emissions: No use shall be classified as a Major Stationary Source under New Mexico Air Quality Control Regulation 707 or 40 CFR Part 51.
- 3. Hazardous materials must comply with federal, state, and local laws.

C. Prohibited Uses

- Heavy manufacturing including acid, fertilizer, cement, lime, or plaster manufacturing.
- Smelting, glue manufacturing, fat rendering.
- Explosive or acid storage in large quantities.
- Junk, salvage, wrecking, or abatement yards.
- Raw material extraction; stockyards or slaughter uses.
- Off-premise billboards or outdoor advertising.
- Wastewater treatment facilities or truck stops.

4. Enforcement

- A. The City or any parcel owner may enforce these Covenants through legal or equitable action, including injunction, abatement, or recovery of damages.

5. Severability

- A. If any provision is invalidated by a court, the remaining provisions shall remain in full force and effect.

6. Amendments

- A. These Covenants may only be amended by written instrument executed by the City of Hobbs and Property Owner, and recorded in the Lea County Clerk's Office.

THE CITY OF HOBBS

JONATHAN SENA, Mayor

ATTEST:

APPROVED AS TO FORM:

JAN FLETCHER, City Clerk

MEDJINE DESROSIERS-DOUYON,
Deputy City Attorney

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 1 issue(s).

Beginning with the issue dated
December 19, 2025
and ending with the issue dated
December 19, 2025.


Editor

Sworn and subscribed to before me this
19th day of December 2025.


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
December 19, 2025

NOTICE OF ORDINANCE

NOTICE IS HEREBY GIVEN that on the 5th day of January, 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 authorizing a real estate exchange. A summary of the ordinance is contained in its title and is described as follows:

AN ORDINANCE AUTHORIZING A REAL ESTATE EXCHANGE BETWEEN THE CITY OF HOBBS AND THE GEO GROUP, INC., INCLUDING THE CONVEYANCE OF CERTAIN CITY-OWNED PROPERTY AND THE ACCEPTANCE OF CERTAIN PROPERTY OWNED BY GEO GROUP, INC.

WHEREAS, the City of Hobbs ("City") is the owner of approximately 66.64 acres of real property located in Hobbs, Lea County, New Mexico, as more particularly described in Exhibit 1 in the PSA ("City Property"); and

WHEREAS, The GEO Group, Inc. ("GEO") is the owner of approximately 68.15 acres of real property located in Hobbs, Lea County, New Mexico, as more particularly described in Exhibit 2 in the PSA ("GEO Property"); and

WHEREAS, the City and GEO have negotiated a Real Estate Purchase and Exchange Agreement ("REPA"), attached as Exhibit 3, setting forth the terms under which the City will convey the City Property to GEO and GEO will convey the GEO Property to the City, including an equalization payment to the City; and

WHEREAS, pursuant to NMSA 1978, Section 3-54-1, and applicable provisions of the Hobbs Municipal Code, the sale or exchange of municipal real property must be approved by ordinance adopted by the governing body; and

WHEREAS, the governing body finds that the proposed exchange of land is in the best interest of the City and its residents and that the terms negotiated under the REPA are fair, reasonable, and beneficial to the City.

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

1. TERM OF SALE.

The City proposes to convey the 66.64-acre City Property to GEO and to accept the 68.15-acre GEO Property from GEO pursuant to the Real Estate Purchase and Exchange Agreement attached as Exhibit 3. The transaction includes an equalization payment from GEO to the City and shall be completed in accordance with the terms of the REPA.

2. APPRAISED VALUE OF PROPERTY.

- City Property Appraised Value: \$600,000
 - Size: 66.64 acres
 - Value per acre (approx.): \$9,000/acre
- GEO Property Appraised Value: \$475,000
 - Size: 68.15 acres
 - Value per acre (approx.): \$6,970/acre

These appraised values reflect the fair market value of each parcel as determined by a certified appraiser.

3. SCHEDULE OF PAYMENTS:

- The equalization payment associated with the exchange shall be paid as follows:
- Earnest Money Deposit: \$0 (not required for exchange)
 - Equalization Payment Due at Closing: \$125,000
 - Total Amount Paid by GEO to the City: \$125,000

4. All conditions in the REPA have been satisfied.

Section 4. Effective Date. This Ordinance shall become effective forty-five (45) days after publication, unless a referendum petition is properly filed.

Section 5. Severability. If any portion of this Ordinance is held invalid, the remainder shall remain in full force and effect.

A full copy of the proposed ordinance is available to interested persons during regular business hours in the Office of the City Clerk, City Hall, 200 East Broadway, Hobbs, New Mexico. The ordinance is also available for viewing online at www.hobbsnm.org.

/s/ Jan Fletcher
Jan Fletcher, City Clerk

#00307116

67108146

00307116

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

002

TRACT A
(68.17 acres)
GEO Property to
be City of Hobbs

TRACT B
(66.64 acres)
City of Hobbs to
be GEO Property

Proposed Landswap
plus \$125,000 payment to
the City of Hobbs

011



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
January 5, 2026

SUBJECT: Resolution No. 7721 - Approving an Infrastructure Extension Development Agreement with Rivas Properties, LLC Concerning the Development of Public Infrastructure

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 12/22/2025

SUBMITTED BY: Todd Randall, Assistant City Manager

Summary:

Rivas Properties, LLC is proposing to subdivide property along W. Spears Street, east of Grimes Street, which requires the extension of public infrastructure. The proposed improvements include approximately 620 linear feet of 8-inch sewer line, 313 linear feet of 8-inch water line, and 620 linear feet of roadway improvements extending east from Grimes Street. Portions of the infrastructure will also serve future development in the area. Based on the life, health, safety, and public benefit of closing an existing sewer gap and extending utilities, the City is proposing limited participation in the project with reimbursement to the Developer for eligible infrastructure costs not to exceed \$104,745.00, upon completion, certification, and acceptance of the improvements.

Reimbursement will occur only after completion of construction, receipt of the Engineer of Record's certification of compliance, and recordation of all required public dedications. No ongoing operational or maintenance costs are anticipated as a result of this action.

Fiscal Impact:

Budget Line: 44-4044-44901-00073 (JNT UTIL EXTENSION)

Available: \$641,659.42

Reimbursement: \$104,745.00

Attachments:

RESO - RIVAS DA 12-22-25

Location Map

Rivas - Spears St. - DA 12-22-25.MDD(1)

Recommendation:

Motion to approve the resolution.

Approved By:

Todd Randall, Assistant City Manager

12/22/2025

Toby Spears, Finance Director

12/22/2025

Medjine Desrosiers-Douyon, Deputy City Attorney 12/23/2025

Manny Gomez, City Manager 12/23/2025

CITY OF HOBBS

RESOLUTION NO. 7721

A RESOLUTION TO APPROVE AN INFRASTRUCTURE EXTENSION DEVELOPMENT AGREEMENT WITH RIVAS PROPERTIES, LLC CONCERNING THE DEVELOPMENT OF PUBLIC INFRASTRUCTURE.

WHEREAS, the City of Hobbs is proposing to enter into an Infrastructure Extension Development Agreement with Rivas Properties, LLC, concerning the extension of water (313 feet) and sewer (620 feet) east of Grimes Street, including roadway improvements; and

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

WHEREAS, upon receipt of the Engineer of Records Certification of Compliance, the City shall reimburse the Developer a portion of the actual cost for the emplaced Public Infrastructure, not to exceed \$104,745.00.

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

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

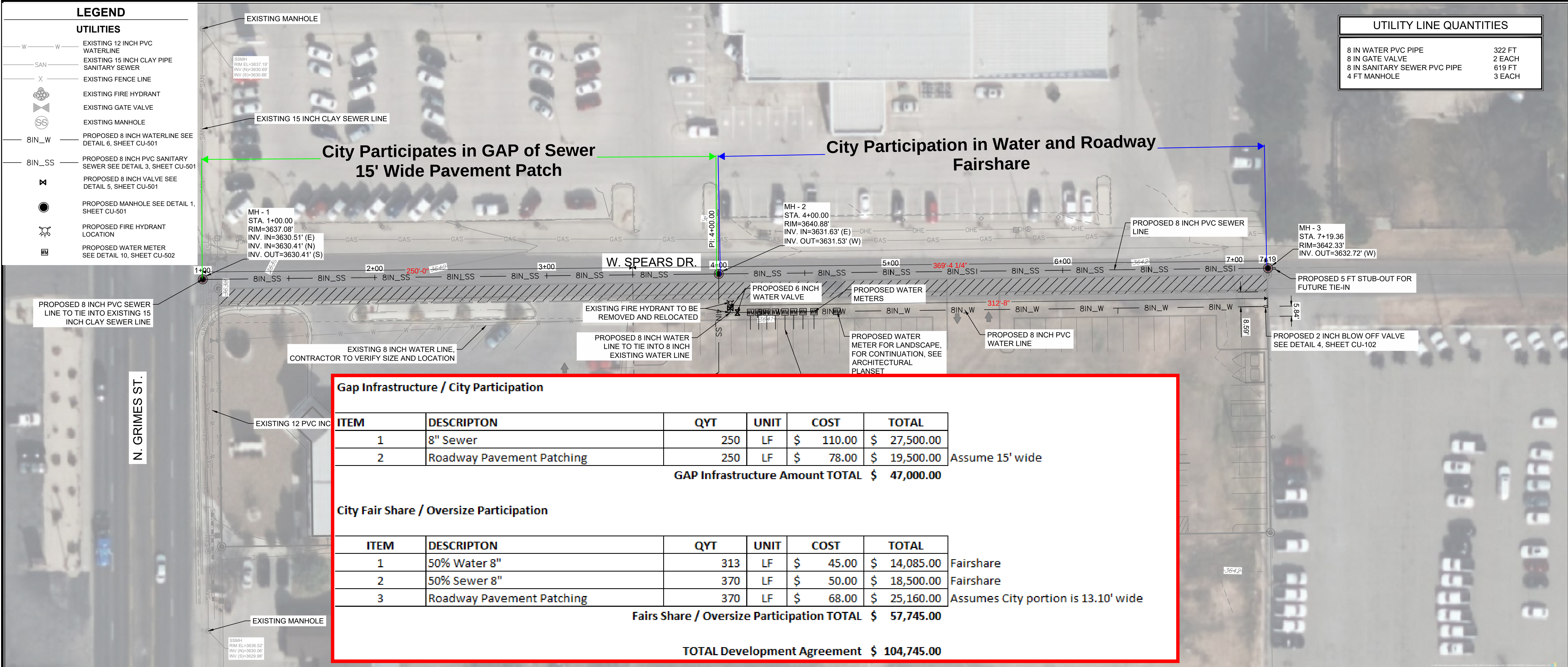
2. That City staff and officials are authorized to do any and all deeds to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 5th day of January, 2026.

JONATHAN SENA, Mayor

ATTEST:

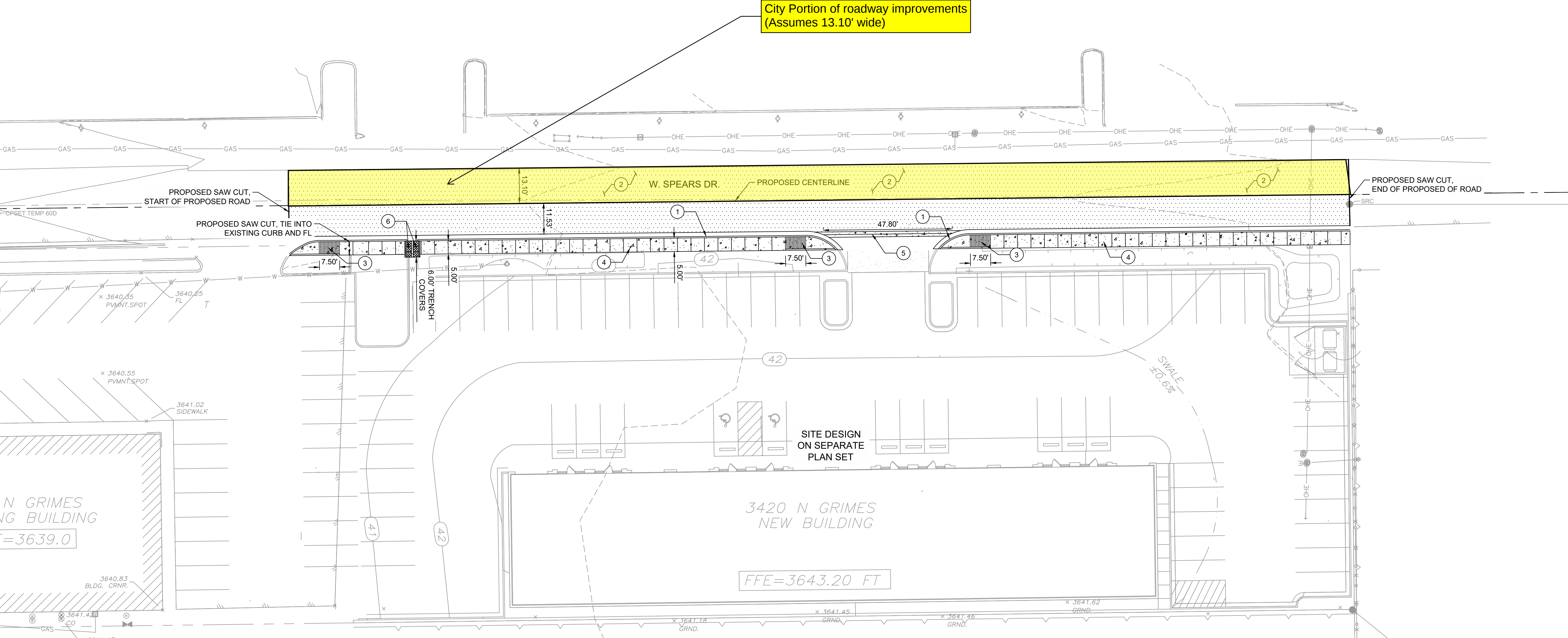
JAN FLETCHER, City Clerk



KEY NOTES

- ① INSTALL 6" X 24" CURB AND GUTTER PER DETAIL 1, SHEET CU-501
- ② INSTALL 2" SP 14 ASPHALT PAVEMENT PER DETAIL 2, SHEET CU-501
- ③ INSTALL ADA RAMP PER DETAIL 3, SHEET CU-501
- ④ INSTALL 5' CONCRETE SIDEWALK PER DETAIL 4, SHEET CU-501
- ⑤ INSTALL VALLEY GUTTER PER DETAIL 5, SHEET CU-501
- ⑥ INSTALL R-4999-HX FRAME AND GRATE PER DETAIL 6, SHEET CU-501

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- ② INSTALL 2" SP IV ASPHALT PAVEMENT PER DETAIL 2, SHEET CU-501
- ③ INSTALL ADA RAMP PER DETAIL 3, SHEET CU-501
- ④ INSTALL 5' CONCRETE SIDEWALK PER DETAIL 4, SHEET CU-501
- ⑤ INSTALL VALLEY GUTTER PER DETAIL 5, SHEET CU-501
- ⑥ INSTALL R-4999-HX FRAME AND GRATE PER DETAIL 6, SHEET CU-501



Engineering | Surveying
Materials Testing

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

ENGINEERING SHEET:

CIVIL SITE PLAN

F

PROJECT NAME:

RIVAS PLAZA ROAD
IMPROVEMENTS

R

CLIENT:

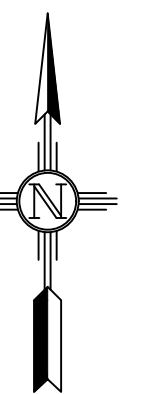
FTE HOURS HEATING &
AIR CONDITIONING LLC

PROJECT NUMBER:

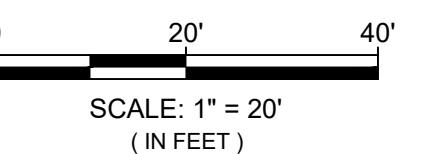
25098

PROJECT ENGINEER:

EMY BAKER, PE



GRAPHIC SCALE



REVISIONS

[illegible]

2/15/2025

SHEET:
2 of 4

CU-101

INFRASTRUCTURE DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, between the City of Hobbs, New Mexico, a New Mexico Municipal Corporation, (hereafter called the "City"); and **Rivas Properties, LLC 7140 N. Mockingbird Ln, Hobbs, NM 88242** (hereafter called "Developer").

RECITALS:

WHEREAS, "Developer" has proposed to subdivide property along W. Spears and requires the extension of Public Infrastructure along W. Spears from Grimes St. to the eastern subdivision boundary; and

WHEREAS, the proposed public infrastructure would serve future development to the east of Grimes St.; and

WHEREAS, "Developer" has beneficial use of the public infrastructure on the south side only and there is a GAP in Sewer infrastructure to service the proposed new lot, which the "City" may participate in fair share and GAP of public infrastructure; and

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

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

1. The Developer shall design or cause to be designed construction plans for the development of public infrastructure, comprised of +/- 620' of an 8" sewer, 313' of 8" water line and 620' of Roadway construction for municipal review and approval.
2. Upon approval of the construction plans the Developer shall construct or cause to be constructed the Public Infrastructure. The Developer shall employ the services of a registered New Mexico Civil Engineer who shall certify the installation of the Public Infrastructure as to compliance with the plan set and City of Hobbs Standards prior to municipal acceptance.
3. After receipt of the Engineer of Records Certification of Compliance and recordation of any dedications to contain the Public Infrastructure as required, the City shall reimburse the Developer for the Public Infrastructure installed, not to exceed **\$104,745.00**. (See Exhibit "A" Sketch Plan attached hereto)
4. Responsibilities of the parties hereto are as follows:
 - a. The Developer shall:
 - i. Acquire all Public Infrastructure dedications as required.
 - ii. Submit a Plan Set for review and approval.

- iii. Employ the services of a Civil Engineer to oversee the Construction and Certification of the public infrastructure.
 - b. The City shall:
 - i. Review and Approve construction plan set.
 - ii. After receipt of the Engineer of Records Certification of Compliance and recordation of any dedications to contain the public infrastructure as required, the City shall reimburse the Developer of the actual cost for the Public Infrastructure installed, not to exceed **\$104,745.00**. (See Exhibit "A" Sketch Plan attached hereto)
5. All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: Planning Department, 200 E. Broadway, Hobbs, NM 88240; to Developer – **Rivas Properties, LLC 7140 N. Mockingbird Ln, Hobbs, NM 88242**, or to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.
6. 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.
7. **Representations of City.**
- a. City is a duly organized and validly existing municipal corporation under the laws of the State of New Mexico with full municipal power to enter into this Agreement and to carry out the terms, conditions and provisions hereof.
 - b. City shall review and process the construction plan set in a forthright manner and with due diligence.
8. **Representations of Developer.**
- To the best knowledge of Developer, there is no litigation, proceeding or governmental investigation, either pending or threatened in any court, arbitration board or administrative agency against or relating to Developer to prevent or impede the consummation of this Agreement by Developer.
9. **BREACH**
- a. The following events constitute a breach of this Agreement by Developer.
 - i. Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.
 - b. The following events constitute a breach of this Agreement by City:
 - i. City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.

10. REMEDIES UPON BREACH.

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

11. **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.

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

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

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

CITY OF HOBBS

DEVELOPER

Jonathan Sena – Mayor

Rivas Properties, LLC
N. Mockingbird Ln,
Hobbs NM 88242
575-392-7355
leeroy@rivasrealestatenm.com

ATTEST:

APPROVED AS TO FORM:

Jan Fletcher, City Clerk

Medjine Desrosiers-Douyon, Deputy City Attorney

Exhibit A Attached – Location Map / Preliminary Site Plan