



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

Monday, September 16, 2024 - 6:00 PM

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

AGENDA

City Commission Meetings are
Broadcast Live on KHBX FM 99.3 Radio and
View Online at www.hobbsnm.org

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the September 3, 2024, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

2. Proclamation proclaiming the month of September, 2024, as "NATIONAL SUICIDE PREVENTION AND ACTION MONTH" (*Sam Cobb, Mayor*)

3. Proclamation proclaiming Monday, September 16, 2024 "NATIONAL CLEANUP DAY" (*Sam Cobb, Mayor*)
4. Recognition of City Employees - Milestone Service Awards for the Month of September, 2024 (*Manny Gomez, City Manager*)
 - 5 years – Cristina Wagner, Human Resources Department
 - 10 years – Jarrod Purvis, Hobbs Fire Department
 - 10 years – Dustin Seay, Hobbs Police Department
 - 20 years – Tennie Clay, Hobbs Police Department

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

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

DISCUSSION

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

5. Resolution No. 7539 - Consideration and Approval of Final Plat for Habitat for Humanity Spears Subdivision, Block 1 (*Todd Randall, Assistant City Manager*)
6. Resolution No. 7540 - Consideration and Approval of Final Plat for the Northland Estates East Subdivision (*Todd Randall, Assistant City Manager*)
7. FINAL ADOPTION: Ordinance No. 1160 - Consenting to the Del Norte Heights Annexation of a Portion of Section 16, Township 18 South, Range 38 East, as Requested by the Property Owner and Containing Approximately 217.05 Acres (*Todd Randall, Assistant City Manager*)
8. FINAL ADOPTION: Ordinance No. 1161 - Authorizing a First Amendment to Ground Lease Agreement with Covenant Hospital Hobbs at 5625 North Lovington Highway (*Todd Randall, Assistant City Manager*)
9. Resolution No. 7541 - Determining that Certain Properties are Ruined, Damaged and Dilapidated Requiring Remediation or Removal from the Municipality (1411 East Dunnam and 102 South Willow) (*Jessica Silva, Community Services Superintendent, Amber Leija, Assistant City Attorney*)

10. Resolution No. 7542 - Rescinding Condemnation on Certain Properties
(*Jessica Silva, Community Services Superintendent, Amber Leija, Assistant City Attorney*)
11. PUBLICATION - Proposed Ordinance Amending Chapter 6.04 of the Hobbs Municipal Code Related to Animals (*Amber Leija, Assistant City Attorney*)
12. Consideration of Approval of Bid No. 1614-25 for One (1) 2025 6-Yard Dump Truck and Recommendation to Accept Bid from Watson Truck & Supply, Inc., in the Amount of \$124,489.01 (*Edward Trevino, Fleet Manager*)
13. Consideration of Approval of Bid No. 1615-25 for One (1) 2025 12-Yard Dump Truck and Recommendation to Accept Bid from Watson Truck & Supply, Inc. in the Amount of \$160,189.00 (*Edward Trevino, Fleet Manager*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

14. Next Meeting Dates:

City Commission Regular Meeting:

- Monday, October 7, 2024, at 6:00 p.m.
- Monday, October 21, 2024, 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:
September 16, 2024

SUBJECT: Minutes of the September 3, 2024, Regular Commission Meeting

DEPT OF ORIGIN: City Clerk

DATE SUBMITTED: 9/12/2024

SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular City Commission meeting held on September 3, 2024

Fiscal Impact:

No fiscal impact.

Attachments:

September 3, 2024

Recommendation:

Motion to approve the minutes as presented.

Approved By:

Minutes of the regular meeting of the Hobbs City Commission held on Tuesday, September 3, 2024, 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 Sam 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 Joseph D. Calderón
Commissioner Larron B. Fields
Commissioner Dwayne Penick
Commissioner Don Gerth
Commissioner Chris Mills
Commissioner R. Finn Smith

Also present:

Manny Gomez, City Manager
Todd Randall, Assistant City Manager
Valerie Chacon, City Attorney
August Fons, Police Chief
Chad Wright, Police Captain
Steve Butler, Detention Supervisor
Mark Doporto, Fire Chief
Ryan Herrera, Deputy Fire Chief
Toby Spears, Finance Director
Anthony Henry, Acting City Engineer
Bob Hamilton, Reference Librarian
Doug McDaniel, Recreation Director
Bryan Wagner, Parks and Open Spaces Director
Lou Maldonado, Parks and Open Spaces Superintendent
Matt Hughes, Rockwind Superintendent
Sheila Baker, General Services Director
Nicholas Goulet, Human Resources Director
Selena Estrada, Risk Management
Chad Littlejohn, Marketing Coordinator
Christa Belyeu, I.T. Director
Julie Nymeyer, Executive Assistant
Jan Fletcher, City Clerk
Alyxandra Salas, City Clerk Record Specialist
9 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Calderón moved the minutes of the regular meeting of August 19, 2024, be approved as written. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Mayor Cobb proclaimed August 19, 2024, as "*Tapiwanashe Makarawu Day*". Mayor Cobb stated Tapiwanashe, who is known by his friends as "Carli", won 6th place in the Men's 200-Meter Dash at the 2024 Summer Olympic Games in Paris, France. Carli, originally from Zimbabwe, Africa, attended New Mexico Junior College for two years and graduated in 2024. He has now transferred to the University of Kentucky where he is pursuing a degree in psychology. Mayor Cobb stated Carli indicated his next target is trying to qualify for the next Olympic Games in Los Angeles.

Mr. Deron Clark, New Mexico Junior College Director of Athletics, accepted the proclamation and spoke on behalf of Carli. He stated Carli would give glory to God for his talents and stated that no matter what Carli decides to do in the future, he will be successful at it. Mr. Clark stated New Mexico Junior College is grateful for the time they had with Carli in Hobbs.

Public Comments

Ms. Theresa Walker, who is a 19-year retiree from the City of Hobbs, spoke about the problem with dogs roaming the streets of Hobbs and an encounter she had with a man who was attacked by two pit bulls. She mentioned she is familiar with the ordinances regarding animal control and she knows that neighboring homes have far exceeded the number of animals allowed in a home. She also mentioned the amount of trash accumulated at each home and how it is becoming hazardous and getting out of hand by spilling over and flowing into neighboring yards. She asked that the City take a closer look at these issues and find a way to address them.

Mr. David Blackwood introduced himself as the new Executive Director for the Lea County Center for Arts. He stated he has been in Hobbs and has worked at the Christian Center Church for almost 10 years. Mr. Blackwood stated he is grateful for the opportunity to work with the City and thanked the Commission for its support and funding.

Consent Agenda

None.

Discussion

None.

Action Items

Resolution No. 7536 - Authorizing Approval of Allocation Appropriation No. 24-21504207 with the New Mexico Department of Finance and Administration in the Amount of \$393,750.00 for Corrections Recruitment for the Hobbs Police Department.

Mr. August Fons, Chief of Police, requested authorization of Approval of Allocation Appropriation No. 24-21504207 with the New Mexico Department of Finance and Administration in the amount of \$393,750.00 for Corrections Recruitment for the Hobbs Police Department. He stated the allocated funds will be disbursed over a three-year period, specifically, it will be disbursed 100% up to \$225,000.00 the first year, 50% up to \$112,500.00 the second year, and 25% up to \$56,250.00 the third year. Chief Fons stated there are no matching funds required by the City as it is all grant funds to subsidize the General Fund salaries for the Detention Department.

Mr. Gomez commented Budget Adjustment will occur in October of 2024 to complete this process.

There being no further discussion, Commissioner Penick moved to approve Resolution No. 7536 as presented. Commissioner Calderón seconded the motion and roll call vote was recorded as follows: Smith yes, Mills 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.

Consideration of Approval of a CES Contract with Guadalupe Mountain Fencing in the Amount of \$145,795.26 for the Veteran's Memorial Sports Complex State Leased Land Fencing Project.

Mr. Matt Hughes, Parks and Open Spaces Superintendent, requested approval of a CES Contract with Guadalupe Mountain Fencing to install approximately 6,400 linear feet of pipe and cable fencing in the amount of \$145,795.26 for the Veteran's Memorial Sports Complex. He stated City Staff has made clean up efforts in the area and has determined this fencing project will help deter future illegal dumping and will help to keep the area cleaner.

Commissioner Mills commented though this may be a fix for this area, and he agrees it is a much-needed fence, when it comes to other areas in Hobbs, he fears people are still going to end up dumping their trash elsewhere. He stated there needs to be a convenient place for people to dump their trash and the addition of a fence does not really solve the overall problem, it just moves it elsewhere.

Commissioner Fields stated this area is in District 3 and he agrees the issue with people dumping is a big problem in the area.

Mr. Gomez commented the City does not, unfortunately, have control over people dumping illegally the City does have an obligation in the State Land Lease to maintain the land and this project has been in the works for about two years now. He stated there has been a lot of work done and massive clean-up efforts undertaken. Utilizing the Solid Waste Fund, the City will be able to have a barrier for more protection against illegal dumping in that area.

There being no further discussion, Commissioner Fields moved to approve the CES Contract with Guadalupe Mountain Fencing in the amount of \$145,795.26 for the Veteran's Memorial Sports Complex State Leased Land Fencing Project. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, and Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Consideration of Approval of a Contract with GM Emulsion, LLC, in the Amount of \$858,094.53 for Crack Sealing Various City Streets (State of New Mexico Price Agreement 20-80500-22-16972)

Ms. Sheila Baker, General Services Director, stated she is bringing back before the Commission the contract with GM Emulsion, LLC, using a State of New Mexico Price Agreement for crack sealing approximately six miles of City streets in the amount of \$858,094.53. She stated this is a labor-intensive project and the crack sealing is necessary prior to micro-surfacing so the cracks do not re-surface or increase in size, resulting in further damage to the streets. She stated a proposed project schedule will be presented to the City at the pre-construction meeting and work will not begin until after DFA approval of the FY25 Final Budget.

In response to Mayor Cobb's question, Ms. Baker stated there has to be a crack that is more than a quarter of an inch and less than one and a half inches to be able to be crack sealed. She stated she would be able to get the exact information for him about it.

There being no further discussion, Commissioner Fields moved to approve the contract with GM Emulsion, LLC, in the amount of \$858,094.53 for Crack Sealing Various City Streets (State of New Mexico Price Agreement 20-80500-22-16972). Commissioner

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

Resolution No. 7537 - Authorizing the City of Hobbs to Submit a Grant Application to the State of New Mexico, Department of Transportation, for the Hobbs Express Public Transportation Program for FY 25-26 Under Section 5311 of the Federal Transit Act (Jan Fletcher, City Clerk)

Ms. Jan Fletcher, City Clerk and Transportation Director, stated she is seeking authorization to submit a grant application to the State of New Mexico, Department of Transportation, for the Hobbs Express Public Transportation Program. She stated that public transportation is an important service provided for the community, and is especially beneficial for those who are elderly, disabled, or otherwise transit dependent and have no other means of transportation. She stated grant funding is available to assist municipalities with the cost of providing these services. This is an annual application that would begin October 1, 2025, and is for continued operation of the service in the City of Hobbs. The total grant request is for \$1,726,000, which will be split in a formulary fashion as follows: administrative costs are split 80/20, operating costs are split 50/50 and capital costs are split 80/20.

Ms. Fletcher presented a graph showing the monthly ridership comparison which reflects an increase in ridership and demonstrates a need for a continuation of the service in the community. She stated the City has resumed charging bus fares at \$1.00 per ride which will allow a passenger to ride on and off the bus as many times per day as needed.

There being no discussion, Commissioner Gerth moved to approve Resolution No. 7537 as presented. Commissioner Calderón seconded the motion and roll call vote was recorded as follows: Smith yes, Mills 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.

Consideration of Approval of the Purchase of Materials from Iteris, Inc., in the Amount of \$325,346.72 for Traffic Signal Improvements at Dal Paso/Clinton and Dal Paso/Snyder (State of New Mexico Price Agreement 30-80500-22-16984)

Mr. Anthony Henry, Acting City Engineer, requested approval to purchase two traffic signals at Dal Paso/Clinton and Dal Paso/Snyder. He explained the project and stated work will include removing and replacing the broken sidewalk stones around the intersections, relocating the pedestrian push buttons for the signal, and removing and replacing the signal pole, mast arm, and foundations at each corner, with an exception at the southwest corner of the Dal Paso/Clinton intersection which has already been replaced. Utility relocation will be necessary in updating the sidewalks and pedestrian

ramps to the latest ADA standards. This project is funded in part by a New Mexico Department of Transportation Cooperative Grant for \$476,250.00 with a City match of \$158,750.00. A contract for the installation of these materials will be submitted to the Commission for consideration at a later date.

In response to Commissioner Gerth's question, Mr. Henry stated having to drill new bases, along with the supply chain issue, can cause it to take longer than usual.

There being no further discussion, Commissioner Penick moved to approve the purchase of materials from Iteris, Inc., in the amount of \$325,346.72 for traffic signal improvements at Dal Paso/Clinton and Dal Paso/Snyder as presented. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, and Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Comments by City Commissioners, City Managers

Mr. Gomez reminded the public about the new outdoor pool and splash pad hours. He stated all splash pads will close for the season on September 30, 2024.

Mr. Gomez also reminded the public that the water conservation period ends on September 15, 2024. He thanked everyone for following these regulations and for their participation in the effort to conserve water in our community.

Mr. Gomez reminded the public about the continued efforts of the Community Clean-Up that has been going on. He stated clean-up events are scheduled to be held on Friday, September 13, 2024, along the Lovington Highway Trail; on Saturday, September 21, 2024, at East Pedigree Lane and Conquistador Lane; and on Sunday, September 29, 2024, on East Marland St. and South Donahue Ave.

Mr. Gomez stated the City's newest ambulance and the new Hobbs Police Department SWAT Vehicle were on display outside the Commission Chamber before tonight's meeting started. He stated both vehicles were purchased with grant funds.

Commissioner Penick thanked the Hobbs Fire Chief and all of the City's Department Heads for obtaining the grants needed which significantly saves money overall in the City's budget. He stated there has been a total savings of over \$1,118,000.00. He stated it takes diligence and research to find these funds.

Commissioner Penick also thanked Ms. Teresa Walker for helping a citizen who was being attacked by two dogs and for coming forward tonight. He reminded the public that it takes a community to pull together to address community issues, particularly the ones regarding trash and illegal dumping.

Commissioner Mills mentioned the problem with dogs roaming around the neighborhoods, particularly pit bulls in his district. He stated he is hearing of more dog bites recently and it seems the problem has become bigger since COVID. He stated this is preventing people from being able to enjoy a simple evening walk around their neighborhoods.

Commissioner Gerth stated people are not allowed to legally chain up a dog but do not have proper fencing so it makes it that much harder to be able to prevent them from being loose on the streets. He asked the public to have patience with the City as we look for a solution to the problem.

Mayor Cobb recognized several Cub Scouts in attendance at tonight's meeting and thanked them for coming to the meeting to listen.

Commissioner Penick stated it is very encouraging to see the youth at tonight's meeting and it is important for the younger generation to learn how government works.

ADJOURNMENT

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried and the meeting adjourned at 7:00 p.m.

SAM COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, with September being recognized as “Suicide Awareness Month” the National Suicide Prevention & Action Month Proclamation was created to raise the visibility of mental health and proactive suicide prevention resources in our community. We also want to start the conversation, destigmatize it, and help connect people with the appropriate support services; and

WHEREAS, suicidal thoughts, much like mental health conditions, can affect anyone regardless of age, gender or background; and

WHEREAS, acknowledging suicide and the impact it has on our communities is a first step to understand how suicide prevention awareness should be prioritized and suicide can be prevented more effectively; and

WHEREAS, according to Hope for the Day an average of 132 suicides completed daily and each one directly impacting 100 additional people, including friends, service members, family, social media connections and neighbors we can safely assume everyone has been impacted by suicide; and

WHEREAS, we encourage all residents to take time to understand mental health through education and recognize that we need to take care of our mental health while we take care of each other.

NOW, THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim September, as

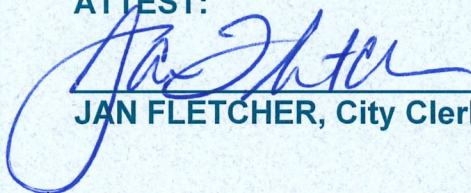
“NATIONAL SUICIDE PREVENTION & ACTION MONTH”

in the City of Hobbs.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of September, 2024, and cause the seal of the City of Hobbs to be affixed hereto.

SAM D. COBB, Mayor

ATTEST:


JAN FLETCHER, City Clerk



Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, National CleanUp Day is held on the third Saturday in September and is the largest single day cleanup event in the United States, bringing together over 2 million volunteers; and

WHEREAS, National CleanUp Day has been celebrated annually in September since 2017. The purpose of National CleanUp Day is to bring awareness and advocate for the removal of litter in public spaces and waterways; and

WHEREAS, a cleaner environment promotes positive community values, property values, and the economic vitality of our city; and

WHEREAS, the City of Hobbs has become what it is today due to Hometown Pride. A Community is not just a place where we live, it's a reflection of who we are as a society and;

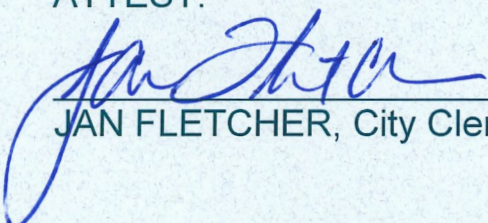
WHEREAS, The Keep Hobbs Beautiful initiative encourages all to take part in the National CleanUp Month, rather you pick up litter while walking down your street or join the community at a public cleanup event, it demonstrates hometown pride which leads to a positive global impact.

NOW, THEREFORE, I Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim **September 21, 2024** as

“NATIONAL CLEANUP DAY”

IN WITNESS WHEREOF, this body enthusiastically endorses the National CleanUp Day Campaign. I have hereunto set my hand this 16th day of September, 2024 and cause the seal of the City of Hobbs to be affixed hereto.

ATTEST:


JAN FLETCHER, City Clerk

SAM D. COBB, Mayor



September Milestones 2024

5 Years

Cristina Wagner	HR Specialist	09/23/2019
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10 Years

Jarrod Purvis	EMT Specialist Paramedic	09/29/2014
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Dustin Seay	Police Officer	09/08/2014
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20 Years

Tennie Clay	Intelligence Analyst	09/28/2004
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CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
September 16, 2024

SUBJECT: Resolution No. 7539 - Consideration and Approval of Final Plat for Habitat for Humanity Spears Subdivision, Block 1

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 9/4/2024

SUBMITTED BY: Kristalyn Seepersad, Planning Project Manager

Summary:

Habitat for Humanity has requested subdivision approval for their plat for the Spears Subdivision Block 1 located east of Mills Elementary and adjacent to Fowler St. This subdivision creates 17 lots. All improvements have been completed and the City of Hobbs has budgeted the reconstruction of the adjacent roadways (Copper St. and Rojo St.) to address drainage in the area. The City of Hobbs did not participate in any public infrastructure with this development.

Fiscal Impact:

The positive impact of the new development and new housing from GRT collections and monthly utility bills of the residents should offset any expenses that the City will incur from the maintenance responsibility of streets, water and sewer lines.

Attachments:

Habitat for Humanity Subdivision Final Plat Approval RESO
Habitat for Humanity Spears Subdivision Block 1

Recommendation:

Staff recommends Commission consider approval for the attached documents.

Approved By:

Todd Randall, Assistant City Manager	9/5/2024
Toby Spears, Finance Director	9/5/2024
Valerie Chacon, City Attorney	9/6/2024
Manny Gomez, City Manager	9/6/2024

CITY OF HOBBS

RESOLUTION NO. 7539

A RESOLUTION TO APPROVE THE FINAL PLAT FOR HABITAT FOR HUMANITY SPEARS SUBDIVISION BLOCK 1.

WHEREAS, Habitat for Humanity has submitted a Final Plat for Spears Subdivision Block 1; and

WHEREAS, the subdivision Final Plat was reviewed and approved by the City of Hobbs Planning Board at the August 27th, 2024 regular meeting.

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

1. The City of Hobbs hereby grants Final Plat Approval to Habitat for Humanity Spears Subdivision Block 1; and
2. The City officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

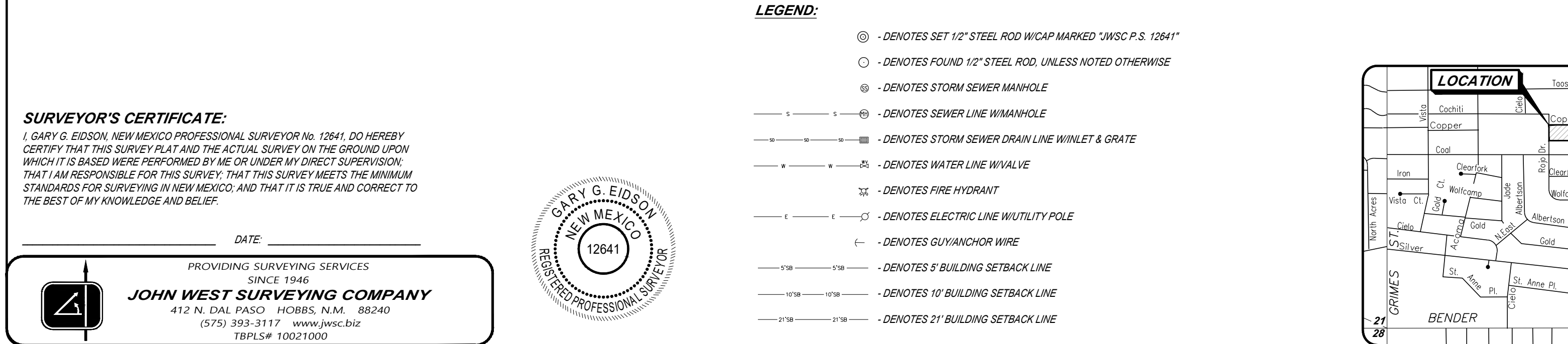
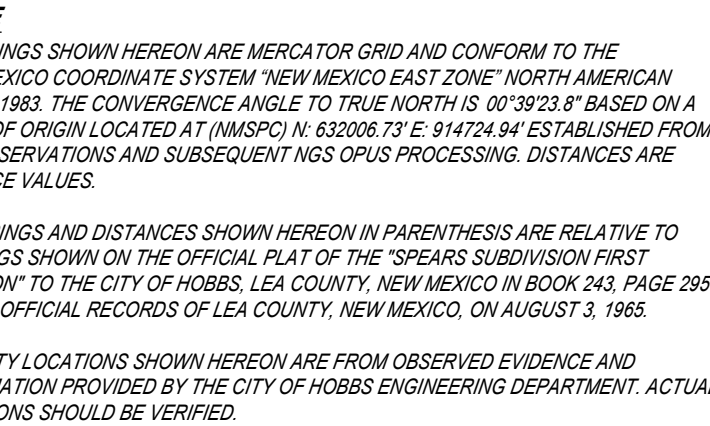
PASSED, ADOPTED AND APPROVED this 16th day of September, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, CITY CLERK

PRELIMINARY - SEPTEMBER 06, 2024



*SUMMARY REPLAT OF LOTS 1, 2, AND 3, BLOCK 1 INTO LOTS 1-14, BLOCK 1, SPEARS
SUBDIVISION FIRST ADDITION, CITY OF HOBBS, LEA COUNTY, NEW MEXICO.*

ACKNOWLEDGMENT:
STATE OF NEW MEXICO
COUNTY OF LEA

NOTARY PUBLIC

THIS REPLAT AND DEDICATION PLAT REVIEWED AND APPROVED ON THE _____ DAY OF _____, 2024 A.D. BY THE CITY PLANNING BOARD OF HOBBS, NEW MEXICO.

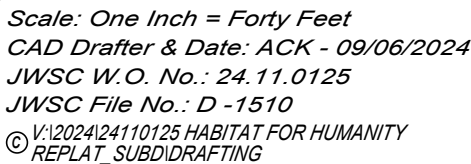
ACKNOWLEDGMENT:
STATE OF NEW MEXICO
COUNTY OF LEA

NOTARY PUBLIC

JAN FLETCHER, THE DULY APPOINTED AND ACTING CITY CLERK OF THE CITY OF
HOBBS, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING
SUMMARY REPLAT OF "SPEARS SUBDIVISION FIRST ADDITION LOTS 1, 2, AND 3,
BLOCK 1," WAS APPROVED BY THE COMMISSION OF THE CITY OF HOBBS
BY RESOLUTION No. _____ ON THE _____ DAY OF
_____, 2024 A.D.

ACKNOWLEDGMENT:
STATE OF NEW MEXICO
COUNTY OF LEA

NOTARY PUBLIC



STATE OF NEW MEXICO
COUNTY OF LEA ~ FILED:



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
September 16, 2024

SUBJECT: Resolution No. 7540 - Consideration and Approval of Final Plat for the Northland Estates East Subdivision

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 9/4/2024

SUBMITTED BY: Kristalyn Seepersad, Planning Project Manager

Summary:

The property owner has requested to file the Northland Estates East Subdivision with a Letter of Credit. The proposed subdivision is approximately 4.5 acres and located outside City Limits. The subdivision will create eleven (11) 1+ acre lots and extend Fowler Street from Sockwell to Woodfin. In order to file a subdivision with a letter of credit, the developer needs to provide a Final Subdivision plat and an Engineer's Estimate of the remaining improvements along with the Letter of Credit, which are attached.

Fiscal Impact:

The subdivision is outside City Limits and the new development provides growth to our community.

Attachments:

Northland East Subdivision Final Plat Approval RESO
Northland Estates East
Letter of Credit

Recommendation:

Staff recommends the Commission consider approval for the attached documents.

Approved By:

Todd Randall, Assistant City Manager	9/5/2024
Toby Spears, Finance Director	9/5/2024
Valerie Chacon, City Attorney	9/6/2024
Manny Gomez, City Manager	9/6/2024

CITY OF HOBBS

RESOLUTION NO. 7540

A RESOLUTION TO APPROVE THE FINAL PLAT FOR NORTHLAND ESTATES EAST SUBDIVISION.

WHEREAS, Berry & Gomez, LLC has submitted a Final Plan for Northland Estates East Subdivision; and

WHEREAS, a Letter of Credit has been submitted in an amount to secure the placement of all public infrastructures not in place as of this date.

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

1. The City of Hobbs hereby grants Final Plat Approval to Northland Estates East Subdivision; and

2. The City officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

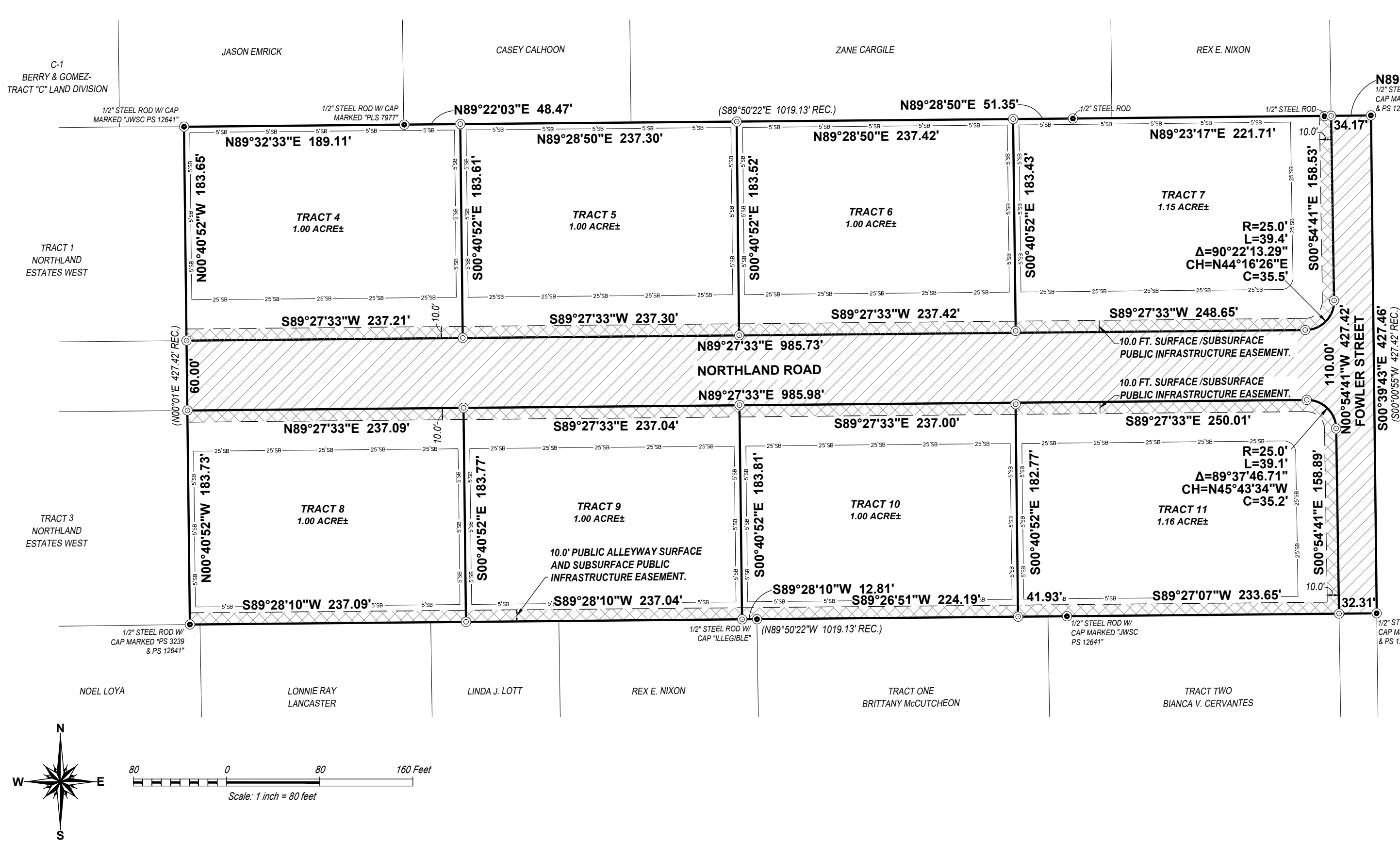
PASSED, ADOPTED AND APPROVED this 16th day of September, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, CITY CLERK

PRELIMINARY - AUGUST 19, 2024
This document shall not be recorded for any purpose and shall not be used or relied upon as a final survey document.



**PRELIMINARY PLAT OF
NORTHLAND ESTATES EAST
A TYPE 3B SUBDIVISION OF A TRACT OF LAND
LOCATED IN THE SOUTHWEST QUARTER (SW/4) OF
SECTION 10, TOWNSHIP 18 SOUTH, RANGE 38 EAST,
N.M.P.M., LEA COUNTY, NEW MEXICO**

THE FOREGOING DIVISION OF A TRACT DESCRIBED BY DEED RECORDED IN BOOK 2207, PAGE 134, LEA COUNTY RECORDS, AND BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO.

SAID TRACT BEING DIVIDED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) THEREOF SURVEYED AND SUBDIVIDED ACCORDING TO THE TRACTS AS THEY APPEAR ON THE PLAT AFFIXED HEREON. ALL AREAS OF THE LAND SHOWN FOR PUBLIC USE, INCLUDING STREETS AND ALLEYS, ARE HEREBY DEDICATED TO THE PUBLIC'S USE AND FEE VESTS IN LEA COUNTY, AS A CONDITION OF ACCEPTANCE. THE SUBDIVIDER AGREES TO CONSTRUCT AT HIS/HER OWN EXPENSE, ALL ROADS, STREETS, AND ALLEYS WITHIN, AND PROVIDE ACCESS TO, THE SUBDIVISION IN FULL CONFORMANCE WITH THE REQUIREMENTS OF THE LEA COUNTY SUBDIVISION REGULATIONS AND THE APPROVED SCHEDULE OF COMPLIANCE AND, IF REQUIRED, THE PHASED DEVELOPMENT PLAN; AND TO SELL OR LEASE PARCELS ONLY IN ACCORDANCE THEREWITH.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER(S) OF SAID LAND, HAVE HEREUNTO SET THEIR HAND(S) THIS _____ DAY OF _____, 2024 A.D.

BRENDA GOMEZ, MANAGER
BERRY & GOMEZ, LLC
(BOOK 2207, PAGE 134)

ACKNOWLEDGMENT:
STATE OF NEW MEXICO
COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024 A.D., BY BRENDA GOMEZ.

NOTARY PUBLIC

CERTIFICATE OF APPROVAL BY LEA COUNTY COMMISSION:
BE IT KNOWN THAT THE PLAT OF NORTHLAND ESTATES EAST SUBDIVISION WAS SUBMITTED TO THE BOARD OF LEA COUNTY COMMISSIONERS OF LEA COUNTY, NEW MEXICO, ASSEMBLED AT A MEETING ON THE _____ DAY OF _____, 2024 A.D. AND THE SUBDIVISION AS SHOWN ON SAID PLAT WAS THEREUPON APPROVED AND ACCEPTED BY A MAJORITY OF THE MEMBERS OF SAID BOARD.

IN WITNESS WHEREOF, THE BOARD OF LEA COUNTY COMMISSIONERS OF LEA COUNTY, NEW MEXICO, HAS CAUSED THIS INSTRUMENT TO BE SIGNED ON ITS BEHALF BY ITS CHAIRMAN AND ATTESTED TO BY THE COUNTY CLERK OF LEA COUNTY, NEW MEXICO, ON THIS _____ DAY OF _____, 2024 A.D.

GARY EIDSON, CHAIRMAN
ATTEST:
KEITH MANES, LEA COUNTY CLERK

ACKNOWLEDGMENT:
STATE OF NEW MEXICO
COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024 A.D., BY GARY EIDSON AND KEITH MANES.

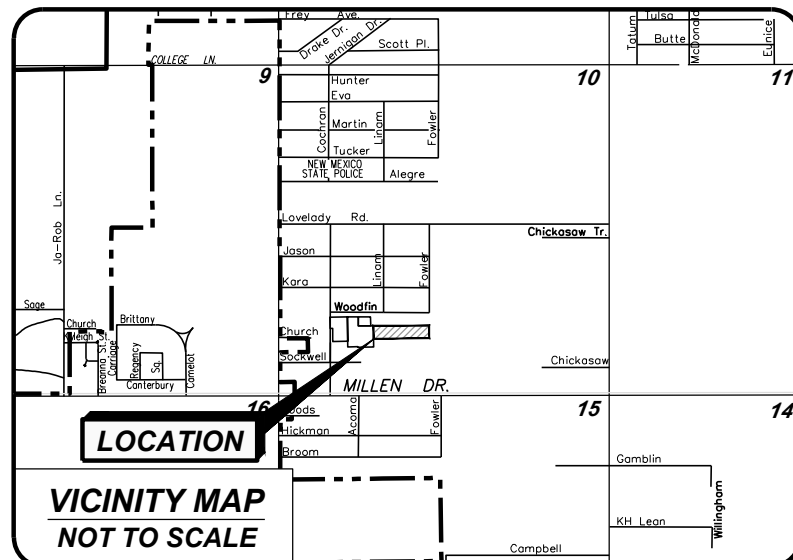
NOTARY PUBLIC

LEGEND:

- ⊙ - DENOTES SET 1/2" STEEL ROD W/CAP MARKED "POINTER PS 29968", UNLESS NOTED OTHERWISE
- - DENOTES FOUND CORNER AS NOTED
- 5' SB — 5' SB — - DENOTES 5' BUILDING SETBACK LINE
- 25' SB — 25' SB — - DENOTES 25' BUILDING SETBACK LINE
- ▨ - DENOTES EASEMENT RESERVED THIS PLAT

GENERAL NOTES:

- BEARINGS SHOWN HEREON ARE MERCATOR GRID AND CONFORM TO THE NEW MEXICO COORDINATE SYSTEM "NEW MEXICO EAST ZONE" NORTH AMERICAN DATUM 1983. THE CONVERGENCE ANGLE TO TRUE NORTH IS 00°38'37.52" BASED ON A POINT OF ORIGIN LOCATED AT (NAD83) N: 641651.043° E: 907044.523° ESTABLISHED FROM GPS OBSERVATIONS AND SUBSEQUENT NGS OPUS PROCESSING. DISTANCES ARE SURFACE VALUES.
- ADJACENT OWNERSHIP OBTAINED FROM LEA COUNTY ASSESSOR'S OFFICE.
- DATE OF SURVEY:



Scale: One Inch = Eighty Feet
CAD Drafter & Date: ACK - 8/19/2024
JWSC W.O. No.: 24110127
JWSC File No.: D - 1518

© V-2024/24110127 BERRY & GOMEZ NORTHLAND ESTATES EAST
**STATE OF NEW MEXICO
COUNTY OF LEA ~ FILED:**

CERTIFICATE OF APPROVAL BY THE LEA COUNTY PLANNING & ZONING BOARD:

BE IT KNOWN THAT THE PLAT OF NORTHLAND ESTATES EAST, CONSISTING OF LAND SUBDIVIDED AS PROPOSED IN LEA COUNTY, NEW MEXICO, WAS SUBMITTED TO THE LEA COUNTY PLANNING AND ZONING BOARD, ASSEMBLED AT A MEETING ON THE _____ DAY OF _____, 2024 A.D., AND THE SUBDIVISION AS SHOWN IN THE ATTACHED PLAT WAS THEREBY APPROVED AND ACCEPTED BY A MAJORITY OF THE BOARD.

ATTEST: KEITH MANES, LEA COUNTY CLERK

JEREMY BAKER, CHAIRMAN

BY _____ DEPUTY

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024 A.D., BY JEREMY BAKER AND KEITH MANES.

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE:

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



PROVIDING SURVEYING SERVICES
SINCE 1946

JOHN WEST SURVEYING COMPANY

412 N. DAL PASO HOBBS, N.M. 88240
(575) 393-3117 www.jwsc.biz
TBPLS# 10021000

CERTIFICATE OF APPROVAL BY THE CITY PLANNING BOARD:

THE PLAT, RESTRICTIONS, AND DEDICATION REVIEWED AND APPROVED ON THE _____ DAY OF _____, 2024 A.D., BY THE CITY PLANNING BOARD OF HOBBS, NEW MEXICO.

CHAIRMAN: WILLIAM M. HICKS III

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024 A.D., BY WILLIAM M. HICKS III.

NOTARY PUBLIC

CERTIFICATE OF MUNICIPAL APPROVAL BY RESOLUTION:

I, JAN FLETCHER, THE DULY APPOINTED AND ACTING CITY CLERK OF THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF NORTHLAND ESTATES EAST, WAS APPROVED BY THE COMMISSION OF THE CITY OF HOBBS BY RESOLUTION No. _____ ON THE _____ DAY OF _____, 2024 A.D.

JAN FLETCHER, CITY CLERK

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024 A.D., BY JAN FLETCHER.

NOTARY PUBLIC



IRREVOCABLE LETTER OF CREDIT

DATE: June 17, 2024

City of Hobbs
200 E. Broadway
Hobbs, NM 88240

Lea County
100 N. Main
Lovington, NM 88260

We hereby open our irrevocable letter of credit S-3234 in your favor for the account of Berry & Gomez, LLC 7810 W. Stiles Rd. Hobbs, NM 88242 in the amount of One Hundred and Sixty Thousand and 00/100 U.S. Dollars (\$160,000.00).

Available by your draft(s) on US at sight to be accompanied by:
A demand for payment of the fiscal claim issued to Berry & Gomez, LLC 7810 W. Stiles Rd. Hobbs, NM 88242, by City of Hobbs or Lea County.

This instrument is to ensure the ability of City of Hobbs or Lea County to collect payment of any fiscal claim assessed of the completion of the roadway as presented and approved.

This document becomes effective June 14, 2024 and expires **December 14, 2024**.

Signed statement must be dated no later than the expiration date of this instrument.

Any draft drawn under the credit must be marked "Drawn under Letter of Credit S-3234 of Lea County State Bank, P.O. Box 400, Hobbs, NM 88241-0400". This credit is subject to the Uniform Customs and practice for documentary credits (1983 Revision) Chamber of Commerce Brochure No. 000.

We hereby agree that any draft drawn under and in compliance with the terms of this credit must be duly honored on due presentation to the main office Lea County State Bank, 1017 N. Turner St. Hobbs, NM 88240 on or before **December 14, 2024**.

Lea County State Bank

Dickie Wall
Senior Vice President





Lea County State Bank

IRREVOCABLE STANDBY LETTER OF CREDIT

Lea County
State Bank

GENTLEMEN: WE HEREBY AUTHORIZE YOU TO DRAW ON US FOR THE ACCOUNT PARTY STATED BELOW FOR THE SUM OR SUMS NOT EXCEEDING A TOTAL OF THE AMOUNT STATED BELOW.

BENEFICIARY

City of Hobbs or Lea County
200 E. Broadway 100 N. Main
Hobbs, NM 88240 Lovington, NM 88260

ACCOUNT PARTY

Berry & Gomez, LLC
7810 W Stiles Rd.
Hobbs, NM 88242

DATE

June 14, 2024

AMOUNT (NOT EXCEEDING)

One Hundred and Sixty Thousand and no/100-----

NUMERIC AMOUNT

\$160,000.00

BY YOUR DRAFTS AT:

Sight

ALL DRAFTS MUST BE MARKED

"DRAWN UNDER LEA COUNTY STATE BANK

OF Hobbs LETTER OF CREDIT NO."

S-№

3234

ACCOMPANIED BY:

Irrevocable Letter of Credit dated June 14, 2024

ALL NEGOTIATION CHARGES ARE FOR YOUR ACCOUNT.

All drawings negotiated under this credit must be endorsed on the reverse hereof by the party so negotiating. If any draft is not negotiated, this letter of credit and all documents as specified must accompany the draft.

This credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce PUBLICATION NO. 400 as presently in effect and as amended from time to time, during the life of this credit, and to the laws of the State of New Mexico.

We hereby agree with you and negotiating banks or bankers that drafts drawn under and in compliance with the terms of this letter of credit shall be duly honored on due presentation to the drawee.

AUTHORIZED SIGNATURE



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
September 16, 2024

SUBJECT: FINAL ADOPTION: Ordinance No. 1160 - Consenting to the Del Norte Heights Annexation of a Portion of Section 16, Township 18 South, Range 38 East, as Requested by the Property Owner and Containing Approximately 217.05 Acres

DEPT OF ORIGIN: Engineering

DATE SUBMITTED: 9/5/2024

SUBMITTED BY: Anthony Henry, Acting City Engineer

Summary:

The Del Norte Heights Annexation of a Portion Of Section 16, Township 18 South, Range 38 East area contains +/- 217.05 acres and is located south of Millen Drive and west of Grimes Street. The annexation proposal was presented to the Planning Board at the July 16, 2024 meeting. After review, the Planning Board recommended approval to the Commission with a 3-0 vote with one abstention. The Commission approved publication of the Ordinance on August 5, 2024.

Fiscal Impact:

The positive financial impact of the new development should offset any expenses that the City will incur from the new development being included within the City.

Attachments:

Del Norte Heights Annexation Ordinance
Affidavit of Publication - Del Norte Heights Annexation Proposed Ordinance
Del Norte Annexation Plat
Petition for Annexation
7-16-24 Minutes Final - Del Norte

Recommendation:

Staff recommends that the Commission consider approval of the Adoption of the Ordinance Consenting to the Del Norte Heights Annexation Of A Portion Of Section 16, Township 18 South, Range 38 East.

Approved By:

Anthony Henry, Acting City Engineer	9/5/2024
Toby Spears, Finance Director	9/5/2024
Valerie Chacon, City Attorney	9/6/2024
Manny Gomez, City Manager	9/6/2024

CITY OF HOBBS

ORDINANCE NO. 1160

AN ORDINANCE CONSENTING TO THE DEL NORTE HEIGHTS ANNEXATION OF A PORTION OF SECTION 16, TOWNSHIP 18 SOUTH, RANGE 38 EAST, WHICH IS PRESENTLY NOT INCLUDED IN THE CITY LIMITS, AS REQUESTED BY THE OWNER OF THE PROPERTY, AND AS RECOMMENDED BY THE PLANNING BOARD.

WHEREAS, the owner of the property has petitioned the City of Hobbs to annex to the City an area in Section 16, Township 18 South, Range 38 East, N.M.P.M Lea County, New Mexico, and containing +/- 217.05 acres; and

WHEREAS, the property is contiguous to the present corporate limits of the City, and the Petitioner is the majority of land owned within the annexation boundary; and

WHEREAS, the Planning Board conducted a Public Meeting on July 16, 2024 regarding the annexation, and after discussion of the proposal, the Planning Board unanimously recommended approval of the Annexation by a 3-0 vote and one abstention; and

WHEREAS, The City Commission has determined that it is in the best interests of the City of Hobbs to annex such territory.

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

1. That the petition requesting annexation of property into, which lands are presently outside of, the City limits hereby is approved and such territories are shown and described upon the Annexation Plat attached as Exhibit A, which is incorporated herein, hereby is annexed into the City of Hobbs.
2. That the Hobbs City Clerk will file the Annexation Ordinance and Plat with the Lea County Clerk after approval by the City Commission.

PASSED, ADOPTED AND APPROVED this 16th day of September, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

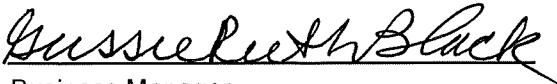
I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

Beginning with the issue dated
August 13, 2024
and ending with the issue dated
August 13, 2024.



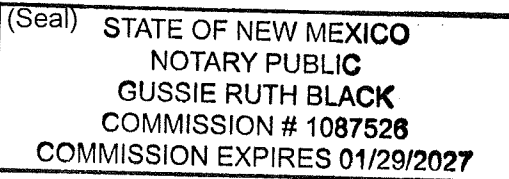
Publisher

Sworn and subscribed to before me this
13th day of August 2024.



Business Manager

My commission expires
January 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

LEGAL

LEGAL

LEGAL NOTICE
August 13, 2024

NOTICE OF ORDINANCE

NOTICE IS HEREBY GIVEN that on the 16th day of September, 2024, 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 annexing property. A summary of the ordinance is contained in its title and is described as follows:

AN ORDINANCE CONSENTING TO THE DEL NORTE HEIGHTS ANNEXATION OF A PORTION OF SECTION 16, TOWNSHIP 18 SOUTH, RANGE 38 EAST, WHICH IS PRESENTLY NOT INCLUDED IN THE CITY LIMITS, AS REQUESTED BY THE OWNER OF THE PROPERTY, AND AS RECOMMENDED BY THE PLANNING BOARD.

WHEREAS, the owner of the property have petitioned the City of Hobbs to annex to the City an area in Section 16, Township 18 South, Range 38 East, N.M.P.M Lea County, New Mexico, and containing +/- 217.05 acres; and

WHEREAS, the property is contiguous to the present corporate limits of the City, and the Petitioner is the majority of land owned within the annexation boundary; and

WHEREAS, the Planning Board conducted a Public Meeting on July 16, 2024 regarding the annexation, and after discussion of the proposal, the Planning Board unanimously recommended approval of the Annexation by a 3-0 vote and one abstention; and

WHEREAS, The City Commission has determined that it is in the best interests of the City of Hobbs to annex such territory.

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

1. That the petition requesting annexation of property into, which lands are presently outside of, the City limits hereby is approved and such territories are shown and described upon the Annexation Plat, on file in the City Clerk's Office, hereby is annexed into the City of Hobbs.
2. That the Hobbs City Clerk will file the Annexation Ordinance and Plat with the Lea County Clerk after approval by the City Commission.

A full copy of the 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.

#00293177

/s/ Jan Fletcher
Jan Fletcher, City Clerk

67108146

00293177

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

PRELIMINARY - JUNE 18, 2024
This document shall not be recorded for any purpose and shall not be used or relied upon as a final survey document.

**DEL NORTE HEIGHTS, INC. - ANNEXATION
LANDS IN SECTION 16, TOWNSHIP 18 SOUTH,
RANGE 38 EAST, N.M.P.M., TO THE CITY OF HOBBS,
LEA COUNTY, NEW MEXICO**

A TRACT OF LAND SITUATED IN SECTION 16, TOWNSHIP 18 SOUTH,
RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A SPINDLE FOUND FOR THE EAST QUARTER CORNER OF SAID SECTION 16, THENCE
N00°41'40"W ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 175.29 FEET, S89°21'02"W A
DISTANCE OF 50.00 FEET AND N00°41'40"W A DISTANCE OF 720.11 FEET TO A 1/2" STEEL ROD WITH CAP
MARKED "JWSC PS 12641" FOUND FOR THE POINT OF BEGINNING; THENCE S89°20'58"W A DISTANCE OF
160.11 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" FOUND FOR A CORNER OF THIS
TRACT; THENCE S00°42'33"E A DISTANCE OF 194.90 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS
12641" FOUND FOR A CORNER OF THIS TRACT; THENCE S89°20'58"W A DISTANCE OF 5076.51 FEET TO A
1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" FOUND FOR A CORNER OF THIS TRACT; THENCE
N00°41'51"W A DISTANCE OF 949.78 FEET TO A 1" STEEL ROD FOUND FOR A CORNER OF THIS TRACT;
THENCE N00°47'22"W A DISTANCE OF 924.71 FEET TO A 1/2" STEEL ROD FOUND FOR A CORNER OF THIS
TRACT; THENCE N89°12'56"E A DISTANCE OF 1150.27 FEET TO A 1/2" STEEL ROD WITH CAP MARKED
"JWSC PS 12641" SET FOR A CORNER OF THIS TRACT; THENCE N00°47'04"W A DISTANCE OF 417.42 FEET
TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR A CORNER OF THIS TRACT; THENCE
S89°12'56"W A DISTANCE OF 874.84 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET
FOR A CORNER OF THIS TRACT; THENCE N00°41'40"W A DISTANCE OF 417.42 FEET TO A 1/2" STEEL ROD
WITH CAP MARKED "JWSC PS 12641" SET FOR A CORNER OF THIS TRACT; THENCE N89°12'56"E A
DISTANCE OF 618.86 FEET TO A 1-1/2" ALUMINUM CAP FOUND FOR A CORNER OF THIS TRACT; THENCE
N89°12'55"E A DISTANCE OF 2594.22 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641"
FOUND FOR A CORNER OF THIS TRACT; THENCE S00°41'40"E A DISTANCE OF 1692.25 FEET TO THE POINT
OF BEGINNING. SAID TRACT CONTAINING 217.05 ACRES MORE OR LESS.

CERTIFICATE OF MUNICIPAL APPROVAL:

I, JAN FLETCHER, THE DULY APPOINTED AND ACTING CITY CLERK OF THE CITY OF HOBBS,
LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF AN
ANNEXATION TRACT TO THE CITY OF HOBBS, WAS APPROVED BY THE COMMISSION OF THE CITY
OF HOBBS BY ORDINANCE No. _____ ON THE _____ OF _____, 2024 A.D.

JAN FLETCHER, CITY CLERK

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY
OF _____, 2024 A.D. BY JAN FLETCHER.

NOTARY PUBLIC

**CERTIFICATE OF APPROVAL
BY THE CITY PLANNING BOARD:**

THE PLAT, RESTRICTIONS REVIEWED AND APPROVED ON THE _____ DAY
OF _____, 2024 A.D. BY THE CITY PLANNING BOARD OF HOBBS,
NEW MEXICO.

CHAIRMAN: WILLIAM M. HICKS, III

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY
OF _____, 2024 A.D. BY WILLIAM M. HICKS, III.

NOTARY PUBLIC

PROPERTY OWNERS THIS ANNEXATION - PETITIONER
OWNER # LEGAL DESCRIPTION OWNER

40589 DEL NORTE HEIGHTS, INC.

BOOK/PAGE

254

536

Scale: 1 inch = 400 feet

LEGEND:

- - DENOTES SET 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641"
UNLESS NOTED OTHERWISE
- - DENOTES FOUND 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641"
UNLESS NOTED OTHERWISE
- ⊗ - CALCULATED CORNER
- - DENOTES PROPOSED CITY OF HOBBS CORPORATE BOUNDARY
- - - - - DENOTES EXISTING CITY OF HOBBS CORPORATE BOUNDARY

SURVEYOR'S CERTIFICATE:

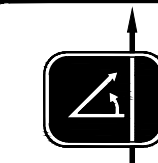
I, GARY G. EIDSON, NEW MEXICO PROFESSIONAL SURVEYOR No. 12641, DO
HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL SURVEY ON THE
GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY
DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT
THIS SURVEY MEETS THE MINIMUM STANDARDS FOR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

DATE: _____

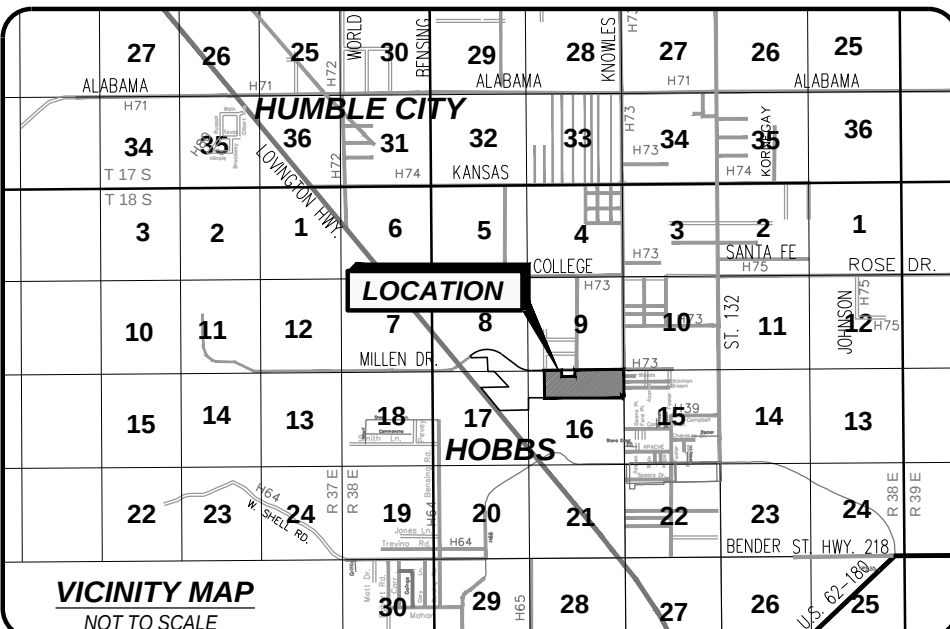


NOTE:

- 1) BEARINGS SHOWN HEREON ARE MERCATOR GRID AND CONFORM TO THE NEW MEXICO
COORDINATE SYSTEM (NEW MEXICO EAST ZONE) NORTH AMERICAN DATUM 1983. THE
CONVERGENCE ANGLE TO TRUE NORTH IS 00°00'00.0" BASED ON A POINT OF ORIGIN
LOCATED AT (NAD83) N:000000.00° E:000000.00° ESTABLISHED FROM GPS OBSERVATIONS
AND SUBSEQUENT NGS OPUS PROCESSING. DISTANCES ARE SURFACE VALUES.
- 2) ADJACENT OWNERSHIP OBTAINED FROM THE LEA COUNTY ASSESSOR'S OFFICE
- 3) DATE OF SURVEY: MAY 2021



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



Scale: One Inch = Four Hundred Feet
CAD Drafter & Date: ACK - 06/18/2024
Checked By: EP
JWSC W.O. No.: 24.13.0184
REL. JWSC W.O. No.: 22.11.0030
JWSC File No.: D - 1512

© V12024

STATE OF NEW MEXICO
COUNTY OF LEA - FILED:

PETITION FOR ANNEXATION

COMES NOW, Del Norte Heights, Inc (PETITIONER), and petitions the governing body of the City of Hobbs for its consent by ordinance for the annexation of that portion of Section 16, Township 18 South, Range 38 East, N.M.P.M. to the City of Hobbs, more particularly described as follows:

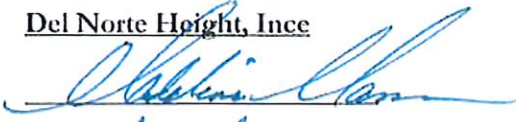
COMMENCING AT A SPINDLE FOUND FOR THE EAST QUARTER CORNER OF SAID SECTION 16, THENCE N00°41'40"W ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 175.29 FEET, S89°21'02"W A DISTANCE OF 50.00 FEET AND N00°41'40"W A DISTANCE OF 720.11 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" FOUND FOR THE POINT OF BEGINNING; THENCE S89°20'58"W A DISTANCE OF 160.11 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" FOUND FOR A CORNER OF THIS TRACT; S00°42'33"E A DISTANCE OF 194.90 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" FOUND FOR A CORNER OF THIS TRACT; THENCE S89°20'58"W A DISTANCE OF 5076.51 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" FOUND FOR A CORNER OF THIS TRACT; THENCE N00°41'51"W A DISTANCE OF 949.78 FEET TO A 1" STEEL ROD FOUND FOR A CORNER OF THIS TRACT; THENCE N00°47'22"W A DISTANCE OF 924.71 FEET TO A 1/2" STEEL ROD FOUND FOR A CORNER OF THIS TRACT; THENCE N89°12'56"E A DISTANCE OF 1150.27 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR A CORNER OF THIS TRACT; THENCE N00°47'04"W A DISTANCE OF 417.42 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR A CORNER OF THIS TRACT; THENCE S89°12'56"W A DISTANCE OF 874.84 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR A CORNER OF THIS TRACT, THENCE N00°47'04"W A DISTANCE OF 417.42 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR A CORNER OF THIS TRACT; THENCE N89°12'56"E A DISTANCE OF 618.86 FEET TO A 1-1/2" ALUMINUM CAP FOUND FOR A CORNER OF THIS TRACT; THENCE N89°12'55"E A DISTANCE OF 2594.22 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" FOUND FOR A CORNER OF THIS TRACT; THENCE S00°41'40"E A DISTANCE OF 1692.25 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 217.05 ACRES MORE OR LESS.

REFER TO ATTACHED MAP & DEED

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

1. The property petitioner wishes to be annexed and the real property is contiguous to the present municipal boundary of the City of Hobbs.
2. The petitioner is owner of a majority of the number of acres in the proposed annexation territory.
3. An Annexation Plat is attached hereto showing the boundaries of the real property proposed for annexation and the relationship of such property to the present municipal boundaries of the City of Hobbs.
4. The Petitioner will petition property owned within Section 17 Township 18 South, Range 38 East, N.M.P.M. and work collaboratively with the City of Hobbs for a larger annexed area with Section 17, T18S, R38E.

Petitioner: Del Norte Height, Ince

By: 

Its: VP/Sec. Treas.

7-26-24
Date

expansion area. The expansion would be east of the existing park and would provide an additional 120 new spaces. Mr. Randall stated the expansion area is currently outside the city limits. The developers are willing to petition for annexation. He stated this would be a conditional map amendment, contingent on the annexation being approved. Mr. Randall said the owner doesn't have representation at the meeting, but no opposition has been received so far. Mr. Randall stated staff did notify the surrounding property owners.

Mr. Donahue asked about the capacity of the existing private lift station. Mr. Randall discussed that it is anticipated that a second lift station will be needed. There is uncertainty about whether the existing system's capacity can handle the new load.

Mr. Hicks called the Public Hearing meeting to order at 11:45 a.m. He asked if there were any public comments. There were no public comments. Mr. Hicks closed the public hearing at 11:46 a.m.

Mr. Kesner recommended the expansion be consistent with the current design of Zia RVillas. Mr. Hicks stated there is no need for additional buffering since there is no nearby residential area that requires it. The current ordinance requirements are sufficient for the expansion.

Mr. Kesner made a motion to approve the conditional map amendment, contingent on the annexation being approved, seconded by Mr. Ramirez. The vote on the motion was 4-0 and the motion carried.

6) Review and Consider Proposed Annexation of land in Section 16, Township 18 South, Range 38 East, N.M.P to the City of Hobbs owned by Del Norte Heights Inc. Land is located at the corner of Millen Drive and Grimes Street.

Mr. Randall stated this is a request for annexation of land located at the corner of Millen Drive to Grimes Street, owned by Del Norte Heights Inc. Mr. Randall stated that Grimes Street and Millen Drive are inside City limits. The area south of Millen is outside city limits, making it an "island" of sorts within the City.

Mr. Hicks asks if Green Meadows is inside city limits. Mr. Randall stated that Green Meadows is outside the city limits. He stated the hospital and portions of the Lovington Highway are inside city limits.

Mr. Kesner discussed annexing Green Meadows and the potential for forced annexation. Mr. Randall noted that there is available property owned by Del Norte in the area that could be annexed through a petition and forced annexation process of the remaining property. Mr. Randall mentioned the possibility of state land being a petition as well and said the City has forced annexation in the past to eliminate islands outside City Limits.

Mr. Hicks asked what the benefits of annexing Green Meadows inside city limits. Mr. Randall stated it could benefit the City in terms of tax revenue with online purchases, although there would be costs since the existing lots are not fully served with water and sewer. The City could

provide these services, although there would be an assessment of the adjacent property owners. It will also eliminate confusion for residents about city and county services and responsibilities since Green Meadows is an island outside city limits.

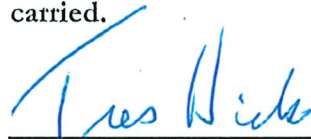
Mr. Kesner said due to his employer's affiliation with Del Norte Heights Inc., he is going to abstain from the vote.

Mr. Hicks recommended approving the annexation with the condition that the staff look into any challenges to adding Green Meadows property into the annexation.

Mr. Donahue made a motion to approve the Annexation of Del Norte properties along with Green Meadows with the recommendation for staff to investigate the feasibility of the additional annexation, seconded by Mr. Ramirez. The vote on the motion was 3-0, with Mr. Kesner abstaining, and the motion carried.

Adjournment

With nothing further to discuss Mr. Donahue made a motion, seconded by Mr. Ramirez to adjourn. The meeting adjourned at 12:02 p.m. The vote on the motion was 4-0 and the motion carried.



W.M. "Tres" Hicks, Chairman



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
September 16, 2024

SUBJECT: FINAL ADOPTION: Ordinance No. 1161 - Authorizing a First Amendment to Ground Lease Agreement with Covenant Hospital Hobbs at 5625 North Lovington Highway

DEPT OF ORIGIN: City Manager

DATE SUBMITTED: 9/4/2024

SUBMITTED BY: Todd Randall, Assistant City Manager

Summary:

The City of Hobbs entered into a purchase agreement for the old Levi Strauss building and Ground Lease with Lea Regional Hospital for purposes of Lea Regional Medical Center on December 4th, 2006. On December 21st, 2020, the City Commission approved the assignment to Covenant Hospital. Covenant Hospital has requested permission to sublease the property to [Amazon.com](https://www.amazon.com) Services for the purpose of an Amazon warehouse, which changes to the use and purpose from the original Ground Lease Agreement. Any property valued over \$25,000 requires approval by ordinance and lease payments at market rate. A summary of changes to the lease agreement are as follows:

- **TERM OF LEASE.** No change to the term of lease, which began December 4, 2006 and the expiration date of such term is December 3, 2081.
- **ESTIMATED VALUE OF PROPERTY (Ground Only).** \$446,272.00
- **LEASE PAYMENTS.** Covenant Hospital Hobbs will pay annual rental to the City of Hobbs in the amount of \$1,000 for the first year, while building improvements are made, \$44,627.22 for the second year, and thereafter the payment shall increase 3% annually and be paid on December 15th of each year.
- **NAME OF LESSEE.** Covenant Hospital Hobbs
- **NAME OF SUBLESSEE.** Amazon.com Service, LLC
- **PURPOSE OF LEASE.** The Lessee will sublease the entire Leasehold Property to Amazon.com Services, LLC for an Amazon warehouse.

Fiscal Impact:

Current Payment	\$1,000 per year
Revised Schedule	\$1,000 for the first year
	\$44,627.22 the second yr
	3% annual increase for future year payment

2006 Land Value \$147,000 (6.83 Acres)

Estimated Property Value \$446,272.00 (6.83 Acres)

Note: Covenant Hospital Hobbs has the option to purchase the property at market value at the time of purchase

Attachments:

Ordinance - Covenant Amendment to Ground Lease Agreement

Covenant-Hobbs - First Amendment to Ground Lease

Affidavit of Publication - Amendment to Ground Lease Ordinance

Ord #957 - Lea Regional Ground Lease and Building purchase

Recommendation:

Motion to approve the ordinance.

Approved By:

Manny Gomez, City Manager 9/5/2024

Toby Spears, Finance Director 9/5/2024

Valerie Chacon, City Attorney 9/6/2024

Manny Gomez, City Manager 9/6/2024

CITY OF HOBBS

ORDINANCE NO. 1161

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO GROUND LEASE AGREEMENT WITH COVENANT HOSPITAL HOBBS AT 5625 N LOVINGTON HWY.

WHEREAS, the City of Hobbs, a municipal corporation, is the owner of a 6.83 acre tract of land situated in the Hobbs Industrial Air Park;

WHEREAS, the City of Hobbs is currently leasing the property to Covenant Hospital Hobbs;

WHEREAS, Covenant Hospital Hobbs requests to sublease the Property to Amazon.com Services, LLC; and

WHEREAS, unless a referendum election is held, the Ordinance authorizing the First Ground Lease Amendment of this property shall be effective forty-five (45) days after its adoption.

WHEREAS, inclusive in this Ordinance are the following:

1. TERM OF LEASE. No change to the term of lease, which began December 4, 2006 and the expiration date of such term is December 3, 2081.
2. ESTIMATED VALUE OF PROPERTY. \$446,272.00
3. LEASE PAYMENTS. Covenant Hospital Hobbs will pay annual rental to the City of Hobbs in the amount of \$1,000 for the first year, while building improvements are made, \$44,627.22 for the second year, and thereafter the payment shall increase 3% annually and be paid on December 15th of each year.
4. NAME OF LESSEE. Covenant Hospital Hobbs
5. NAME OF SUBLESSEE. Amazon.com Service, LLC
6. PURPOSE OF LEASE. The Lessee will sublease the entire Leasehold Property to Amazon.com Services, LLC for an Amazon warehouse.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to execute on behalf of the City of Hobbs, a First Amendment to Ground Lease Agreement with Covenant Hospital Hobbs, for proposed Amazon Warehouse at 5625 N Lovington Hwy, Hobbs, New Mexico 88240. A copy of said First Amendment to Ground Lease Agreement is attached hereto and incorporated herein by reference.

PASSED, ADOPTED AND APPROVED this 16th day of September, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

FIRST AMENDMENT TO GROUND LEASE

THIS FIRST AMENDMENT TO GROUND LEASE (this “**Amendment**”) is made as of _____, 2024 (“**Effective Date**”) between CITY OF HOBBS, a New Mexico municipal corporation (“**Ground Lessor**”) and COVENANT HOSPITAL HOBBS, a Texas nonprofit corporation (“**Ground Lessee**”).

RECITALS

A. Ground Lessor and Ground Lessee (as successor-in-interest to Lea Regional Hospital, L.L.C.) are parties to that certain Ground Lease dated December 4, 2006 (the “**Ground Lease**”), respecting the Leasehold Property located at 5625 N. Industrial Drive, Hobbs, NM 88240, as more particularly described in the Ground Lease. A true and correct copy of the Ground Lease is attached to this Amendment as **Exhibit A**.

B. Ground Lessee desires to lease the entire Leasehold Property to Amazon.com Services LLC (“**Tenant**”) pursuant to that certain Lease Agreement dated _____, 2024 (“**Amazon Lease**”).

C. In connection with the Amazon Lease, Ground Lessor and Ground Lessee desire to amend the Ground Lease to, among other things, (i) approve the proposed permitted use of Tenant, and (ii) revise the rent paid by Ground Lessee to Ground Lessor pursuant to the Ground Lease.

AMENDMENT

1. Recitals; Defined Terms. The recitals above are incorporated as if set forth below. Capitalized terms used herein but not otherwise defined shall have the definitions given in the Ground Lease.

2. Permitted Use. Tenant intends to use the Leasehold Property for an Amazon warehouse as more particularly described in the Amazon Lease. Notwithstanding anything to the contrary in the Ground Lease, including, without limitation, Section 4 of the Ground Lease, the Permitted Uses (as defined in the Amazon Lease) are hereby approved by the Ground Lessor.

3. Amendments.

a) Section 1.B of the Ground Lease is deleted in its entirety and replaced with the following:

B. [Intentionally Deleted]

b) Section 2(A), (B), and (C) of the Ground Lease are hereby deleted in their entirety and replaced with the following:

*A. Commencing on December 15, 2024, Ground Lessee shall pay Ground Lessor the annual rent as set forth below (the “**Rent**”):*

<i>Year 1 (December 15, 2024)</i>	<i>\$1,000.00 per year</i>
<i>Year 2 (December 15, 2025)</i>	<i>\$44,627.22 per year</i>
<i>Year 3 (December 15, 2026)</i>	<i>\$45,519.76 per year</i>

B. Thereafter, starting on December 15, 2027 and continuing regularly each year thereafter without notice from the City throughout the Lease Term, the Rent shall increase 3% annually and be paid on December 15 of each year.

C. [Intentionally Deleted.]

4. Ground Lessor Consent. In accordance with Section 9 of the Ground Lease, Ground Lessor hereby consents to the lease of the Leasehold Property by Ground Lessee to Tenant pursuant to the terms and conditions of the Amazon Lease.

5. Notice. Section 15 of the Ground Lease is amended to include the following updated notice address for Ground Lessee:

Ground Lessee:

Covenant Health
Attn: Real Estate
3615 19th Street
Lubbock, Texas 79410

With a copy to:

Alston, Courtnage & Bassetti LLP
Attn: Adam Coady
600 University Street, Suite 2310
Seattle, WA 98101

6. Effect of Amendment; Complete Agreement. Except as expressly set forth herein, all other terms and conditions of the Ground Lease shall continue in full force and effect. In the event of a conflict in the terms of this Amendment and the Ground Lease, the terms of this Amendment shall control. The Ground Lease, as amended by this Amendment, contains the entire agreement between the parties and supersedes any and all prior written and/or oral agreements.

7. Authority and Liability. Each party warrants to the other that this Amendment has been duly authorized, executed and delivered by it, and it has the requisite power and authority to enter into this Ground Lease and perform its obligations hereunder. Each party covenants to provide the other with evidence of its authority and the authorization of this Amendment upon request.

8. Ground Lessee Representations. Ground Lessee represents and warrants to Ground Lessor that as of the Effective Date, Ground Lessor has performed all obligations required of Ground Lessor under the Ground Lease and that there are no offsets, counterclaims or defenses of Ground Lessee existing against Ground Lessor. Ground Lessee further acknowledges and agrees that no events have occurred that, with the passage of time or the giving of notice, or both, would constitute a basis for an offset, counterclaim, or defense against Ground Lessor, and that the Ground Lease is in full force and effect.

9. Ground Lessor Representations. Ground Lessor represents and warrants to Ground Lessee that as of the Effective Date, Ground Lessee has performed all obligations required of Ground Lessee under the Ground Lease and that there are no offsets, counterclaims or defenses of Ground Lessor existing against Ground Lessee. Ground Lessor further acknowledges and agrees that no events have occurred that, with the passage of time or the giving of notice, or both, would constitute a basis for an offset, counterclaim, or defense against Ground Lessee, and that the Ground Lease is in full force and effect.

10. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but which when taken together shall constitute one and the same instrument.

11. Partial Invalidity. If any term, covenant or condition of this Amendment or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Amendment, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term, covenant or condition of this Amendment shall be valid and be enforced to the fullest extent permitted by law.

[Signatures on following page.]

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

GROUND LESSOR:

CITY OF HOBBS,
a New Mexico municipal corporation

By: _____
Name: _____
Its: _____

GROUND LESSEE:

COVENANT HOSPITAL HOBBS,
a Texas nonprofit corporation

By: _____
Name: _____
Its: _____

By signing below, the Economic Development Corporation of Lea County (“**EDC**”) hereby acknowledges and agrees as to the change in Permitted Use as set forth in Section 2 above.

ECONOMIC DEVELOPMENT
CORPORATION OF LEA COUNTY

By: _____
Name: _____
Its: _____

EXHIBIT A

Ground Lease

[Attached.]

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

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

Beginning with the issue dated
September 01, 2024
and ending with the issue dated
September 01, 2024.



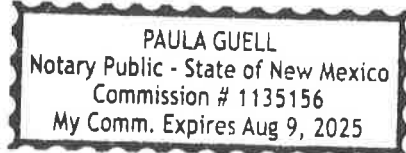
Publisher

Sworn and subscribed to before me this
1st day of September 2024.



Notary

My commission expires
August 09, 2025
(Seal)



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 September 1, 2024

NOTICE OF ORDINANCE

NOTICE IS HEREBY GIVEN that on the 16th day of September, 2024, at its regular meeting at 6:00 p.m., in the City Commission Chamber at City Hall, 1ST Floor Annex, 200 East Broadway, Hobbs, New Mexico, the governing body of the City of Hobbs proposes to adopt an ordinance relating to the First Amendment to a ground lease of municipal-owned property located at 5625 North Lovington Highway, Hobbs New Mexico. The title of the proposed Ordinance is:

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO GROUND LEASE AGREEMENT WITH COVENANT HOSPITAL HOBBS AT 5625 NORTH LOVINGTON HWY

A summary of the proposed Ordinance and First Amendment Ground Lease Agreement are as follows:

1. **TERM OF LEASE.** No change to the term of lease, which began December 4, 2006 and the expiration date of such term is December 3, 2081.
2. **ESTIMATED VALUE OF PROPERTY (Ground Only).** \$446,272.00
3. **LEASE PAYMENTS.** Covenant Hospital Hobbs will pay annual rental to the City of Hobbs in the amount of \$1,000 for the first year, while building improvements are made, \$44,627.22 for the second year, and thereafter the payment shall increase 3% annually and be paid on December 15th of each year.
4. **NAME OF LESSEE.** Covenant Hospital Hobbs
5. **NAME OF SUBLESSEE.** Amazon.com Service, LLC
6. **PURPOSE OF LEASE.** The Lessee will sublease the entire Leasehold Property to Amazon.com Services, LLC for an Amazon warehouse.

Copies of the proposed ordinance and First Amendment to Ground Lease Agreement in its entirety are available to interested persons during regular business hours in the Office of the City Clerk, City Hall, 200 East Broadway, Hobbs, New Mexico.

/s/ Jan Fletcher
JAN FLETCHER, CITY CLERK

#00293741

67108146

00293741

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

CITY OF HOBBS

ORDINANCE NO. 957

AN ORDINANCE APPROVING A BUILDING PURCHASE AGREEMENT TO SELL THE INCUBATOR BUILDING AND APPROVING A GROUND LEASE TO LEASE A ± 6.83 ACRES REAL PROPERTY OF MUNICIPALLY-OWNED LAND LOCATED IN SECTION 7, T18S, R38E, NMPM IN LEA COUNTY IN THE HOBBS INDUSTRIAL AIR PARK TO THE LEA REGIONAL HOSPITAL, LLC.

WHEREAS, the City of Hobbs, a municipal corporation, is the owner of a building and site improvements located at 5625 N. Lovington Highway, formerly known as the Incubator Building and listed on the City of Hobbs Asset List as the "Incubator Site," and hereinafter referred to as the "Building;" and

WHEREAS, the City of Hobbs, a municipal corporation, is the owner of a ±6.83 acres tract of land situated in the Hobbs Industrial Air Park (HIAP), and hereinafter referred to as the "Leasehold Property;" and

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

WHEREAS, an appraisal of value has been completed and the land value was determined to be \$147,000, the value of the building was determined to be \$399,000, and the combined value was determined to be \$546,000; and

WHEREAS, this issue was reviewed by the HIAP Board at the August 16, and September 25, 2006 meetings; and

WHEREAS, unless a referendum election is held, this Ordinance authorizing the sale of the Building and the ground lease of the Leasehold Property shall be effective forty-five (45) days after its adoption.

WHEREAS, inclusive in this Ordinance are the following:

A. The Building Purchase Agreement:

1. Terms of Building Purchase Agreement: The City proposes to sell the Building for the negotiated purchase price of \$546,000.

The sale of the City-owned real property improvement must be approved by City Ordinance, pursuant to Section 3-54-1, NMSA 1978, as amended.

The Building Purchase Agreement containing the terms of the purchase is a part of this Ordinance, is attached hereto and is incorporated herein by reference.

2. Appraised Value of Municipally-owned Improvement Asset: The appraised value of the Building was determined to be \$399,000.
3. Schedule of Payments: The purchase price of \$546,000 is to be made at closing.
4. Purchaser of Building: Lea Regional Hospital, LLC, 5419 N. Lovington Highway, Hobbs, NM 88240.
5. Purpose of Municipal Sale: Regional Medical Facility and Economic Development - Site acquisition for expansion to Lea Regional Medical Center.

B. The Ground Lease.

1. Terms of Ground Lease: The City proposes to lease the Leasehold Property for a 75 year period with the negotiated annual rent set at \$1,000 per year for the first five years of the Lease.

The lease of the City-owned real property must be approved by City Ordinance pursuant to Section 3-54-1 NMSA 1978, as amended.

The Ground Lease containing the terms of the lease and Protective Covenants for the real property is part of this Ordinance, is attached hereto and is incorporated herein by reference.

2. Appraised Value of Municipally-owned Real Property: The appraised value of the real property was determined to be \$147,000 for the 6.83 acre tract.
3. Schedule of Payments: The Annual Rent is to be paid in the amount of \$1,000 per year with the payment to be made on the Commencement Date or the anniversary thereof.
4. Option to Purchase: The Lessee is granted the Option to Purchase the Leasehold Property at any time during the Term of the Lease with the

purchase price to be set at market value at the time of the intended purchase.

5. Lessee of Property: Lea Regional Hospital, LLC, 5419 N. Lovington Highway, Hobbs, NM 88240.
6. Purpose of Municipal Lease: Regional Medical Facility and Economic Development - Site acquisition for expansion to Lea Regional Medical Center.

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

(I)

That the City of Hobbs hereby approves the Building Purchase Agreement, subject to the conditions and terms contained therein.

(II)

That the City of Hobbs hereby approves the Ground Lease, subject to the conditions and terms contained therein.

(III)

That this Ordinance has been published prior to its adoption and shall be published at least once after adoption, pursuant to Sections 3-17-3, 3-17-5 and 3-54-1 NMSA 1978, as amended.

(IV)

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

(V)

That City staff and officials are hereby authorized and directed to do all acts and deeds necessary in the accomplishment of the above.

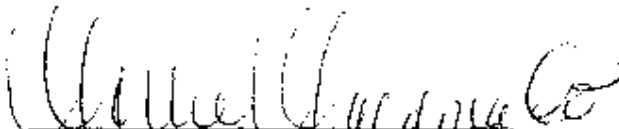
PASSED, APPROVED AND ADOPTED this 4th day of December, 2006.

CITY OF HOBBS, NEW MEXICO



MONTY D. NEWMAN, Mayor

ATTEST:



HOLIE MALDONADO, Deputy City Clerk



BUILDING PURCHASE AGREEMENT

THIS BUILDING PURCHASE AGREEMENT (hereinafter "Agreement"), entered into this 4th day of December, 2006, between Lea Regional Hospital, LLC, a Delaware limited liability company, 5419 North Lovington Highway, Hobbs, NM 88240 (hereinafter "Purchaser"); and the City of Hobbs, New Mexico, a New Mexico Municipal Corporation (hereinafter "City").

RECITALS:

A. The City is the owner of a certain building and site improvements known as the former EDC Incubator Building located at 3625 N. Lovington Highway, comprising 50,350 square feet, together with all other above ground improvements, structures and fixtures, and as listed on the City of Hobbs Asset List as the "Incubator Site", such property is referred to hereafter as the "Building".

B. The Building is located on a tract of land more particularly described in Exhibit A, attached hereto and made a part hereof, and hereinafter referred to as the "Leasehold Property."

C. Purchaser and the City have negotiated and approved a Ground Lease for the Leasehold Property.

D. The City entered into a certain Lease dated August 23, 1973 (the "1973 Ground Lease") with the Industrial Development Corporation of Lea County, predecessor in interest to the Economic Development Corporation of Lea County (the "EDC") wherein the City leased to the EDC certain real property more particularly described therein and containing the Leasehold Property.

E. The City entered into a certain Lease dated May 2, 1983 (the "1983 Ground Lease") with the EDC wherein the City leased to the EDC certain real property more particularly described therein and containing the Leasehold Property.

F. The interests of the EDC in the 1973 Ground Lease and the 1982 Ground Lease with respect to the Leasehold Property have been, or will be prior to the Closing Date, terminated; and EDC has, or will prior to the Closing Date, disclaim any and all interest it may have in the Building.

G. An appraisal of the site and the building was conducted, with the building being valued at \$399,000 and the entire site including the real property at \$546,000. The appraisal valued the land at \$147,000.

H. This Purchase Agreement proposes that the Purchaser be allowed to purchase the Building in exchange for the sum of \$546,000.

I. City, in consideration of the mutual covenants herein contained, agrees to sell and convey, and Purchaser agrees to purchase the Building as described below, together with all improvements and all rights, titles, powers, privileges, licenses, rights-of-way, hereditaments, easements and appurtenances thereunto belonging, located on the Leasehold Property.

DESCRIPTION OF BUILDING:

The former EDC Incubator Building and Site Improvements located at 3625 N. Lovington Highway, comprising 50,350 square feet, together with all other above ground improvements, structures and fixtures, and as listed on the City of Hobbs Asset List as the "Incubator Site", except that no land or real property is included.

NOW THEREFORE THE FOLLOWING IS AGREED BY THE PARTIES:

1. Purchase Price.

A. The purchase price for the Building shall be Five Hundred Forty Six Thousand Dollars (\$546,000.00) plus other valuable considerations. The purchase price shall be paid in cash or equivalent at closing.

B. The Purchase Price includes standard City Industrial Park infrastructure and utility services pursuant to the City Utility Service Policy as adopted January 2003, including existing water and sewer mains and service connections constructed on the Building prior to the date of this Agreement. Any additional infrastructure shall be subject to separate negotiations between the parties hereto.

C. The Purchase Price does not include any new extensions of City utilities or other new infrastructure.

2. Closing Date.

Closing for the sale of the Building shall occur on a mutually agreeable date, at least forty-five (45) days, but not more than one hundred twenty (120) days after the adoption of the ordinance authorizing the sale by the City, unless a referendum election is held pursuant to 3-54-1, NMSA, 1978, as amended (the "Closing Date"). The parties may extend the Closing Date by mutual agreement, not to exceed 365 days following the date of the ordinance.

3. Review of Title.

As soon as reasonably possible following the execution of this Agreement, the City shall furnish Purchaser a commitment for owner's policy of title insurance ("Commitment") for the Building and a leasehold policy of title insurance with respect to the Leasehold Property together with full copies of all exceptions set forth therein, including but not limited to covenants, conditions, restrictions, reservations, easements, rights of way, assessments, liens and other matters of record. Purchaser shall have fifteen (15) days from receipt of the Commitment and copies of said exceptions within which to notify the City of Purchaser's disapproval of any exceptions shown in the Report.

The City shall have until the Closing Date to eliminate any disapproved exception(s) or patent reservations(s) from the policy of title insurance to be issued in favor of Purchaser, and if not eliminated, then the earnest money deposit shall be refunded, unless Purchaser then elects to waive its prior disapproval. Failure of Purchaser to disapprove any exception(s) or patent reservation(s) within the aforementioned time

limit shall be deemed an approval of such exception or patent reservation. The policy of title insurance shall be a standard coverage policy in the amount of the total purchase price and shall be paid for by Purchaser.

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

4. Title.

At closing, the City shall execute and deliver a Special Warranty Deed (herein so called) conveying the Building to the Purchaser and/or his assigns, in fee simple, subject to all patent reservations and to all other existing liens, encumbrances and other exceptions of record except those exceptions and reservations which are disapproved by Purchaser and eliminated by the City pursuant to this Agreement.

5. Risk of Loss.

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

6. Default and Remedy.

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

B. Default by Purchaser. If Purchaser defaults in the performance of this Agreement prior to closing, City may terminate this Agreement and retain the earnest money deposit, if any, or may waive default, enforce performance of this contract, and seek such other relief as may be provided by law.

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

7. Costs and Fees.

Closing costs shall be paid as follows:

A. All closing costs shall be paid by the Purchaser, including title insurance premium costs, title company closing fees, recording fees, additional survey costs, if

Purchaser requests an ALTA survey, and environmental assessment cost, if an environmental assessment is to be completed prior to closing.

B. The Purchaser and City shall each pay for their respective legal fees.

C. The parties agree that no realtors are involved in the sale of the Building and no real estate commission will be owing in connection with this transaction.

8. Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by certified mail, postage prepaid, to the City, at City of Hobbs, ATTN: Joe Dearing, 300 N. Turner, Hobbs, NM 88240; and to Purchaser, at Lea Regional Hospital, LLC, 5419 North Lovington Highway, Hobbs, NM 88240, Attention: Chief Executive Officer, Facsimile: 505/492-5505; With a copy to: Triad Hospitals, Inc., 5800 Tennyson Parkway, Plano, Texas 75024, Attention: Vice President-Real Estate Development, Facsimile: 214/473-7162; and With a copy to: Liechty & McGinnis, P.C., 7502 Greenville Avenue, Suite 750 Dallas, Texas 75231, Attention: Emmett W. Berryman, Esq., Facsimile: 214/265-0615, or to such other address as requested by either party. Notice shall be deemed to be received on the earlier of (i) actual receipt or (ii) the fifth day following posting. The mailing may also be completed by other acceptable forms of legal mail, as may occur in the future.

9. Attorney's Fees and Costs.

Both parties agree that if either is found by a court to have breached this Agreement, the other party may recover reasonable attorney's fees and cost of litigation.

10. Counterparts.

This Agreement may be executed in one or more identical counterparts, and all counterparts so executed shall constitute one agreement which shall be binding on all of the parties.

11. Successors and Assigns.

This Section refers to assignability of this Purchase Agreement, and not to assignability of the Building to be purchased. This Agreement may not be assigned by Purchaser without the prior written consent of the City. Subject to the foregoing provision, this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns; provided that upon any assignment of this Agreement by either party, the other party shall not be released from any obligation under, or liability accruing pursuant to this Agreement. Except that Purchaser is permitted, upon City approval, to assign its interest to a Partnership or Corporation in which he is the principal party. Consent shall not unreasonably be withheld by either party.

12. Compliance with New Mexico State Statutes.

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

13. Governing Laws.

This Agreement shall be governed by the laws of the State of New Mexico. Jurisdiction and venue relating to any litigation or dispute arising out of this Agreement shall be in the District Court of Lea County, New Mexico, only. If any part of this Agreement shall be deemed in violation of the laws or Constitution of New Mexico, only such part thereof shall be thereby invalidated, and all other parts hereof shall remain valid and enforceable.

14. State Permits and Licenses.

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

15. Protective Covenants, Permitted Use and Other Site Requirements.

A. Purchaser agrees to comply with the terms and conditions as stated in (i) the EDA Declaration (hereinafter defined) to be recorded prior to the Special Warranty Deed, and (ii) the Protective Covenants and Use Requirements for the Lea Regional Hospital, LLC Property in the form set forth on Exhibit "D" attached hereto (the "City Declaration") to be recorded prior to the Special Warranty Deed and encumbering the Building and the Leasehold Property.

B. According to the requirements of the Economic Development Corporation of Lea County, a New Mexico corporation (EDC), the following covenants shall be contained in the City Declaration and are therefore to be hereby agreed for all activities in the Building and on the Leasehold Property:

"Purchaser hereby acknowledges and agrees that use of the Property shall be limited to the development, construction, maintenance and operation of a medical office building, hospital or other healthcare facility which provides healthcare services through licensed physicians and support services related thereto, including, without limitation, materials management functions and medical records storage ("Permitted Uses"). Purchaser shall not extend, modify, amend, change, terminate or otherwise in any manner change the use ("use Change") without the prior express written consent of EDC, which consent will not be unreasonably withheld, so long as such use Change (i) is for Permitted Uses and (ii) contains the requirement of EDC's consent to any further use Change."

C. Other healthcare related commercial operations and activities are to be permitted if they are consistent with the type of traffic, noise and other impacts

associated with the use of the areas surrounding the Property. All proposed uses other than those listed in this Lease must be reviewed and approved by the City in writing. The City may condition such consent upon requiring other conditions before consenting to another use, such as 1) details of the proposed use and operations on the site; 2) conditions affecting the environment; and/or 3) pursuant to any protective covenants or other use regulations and/or obtaining additional information on the proposed use.

D. According to the requirements of the US Department of Commerce Economic Development Administration, the following covenants will be contained in the Declaration of Covenants – Release of Property Management Agreement – Covenant of Use (the "EDA Declaration"), pursuant to Federal Law 13 CFR Subpart D §314.10 to be executed and recorded by City and the US Economic Development Administration concurrently with the Special Warranty Deed, and are therefore to be hereby agreed for all activities on the Leasehold Property. The EDA Declaration is attached hereto and made a part of this Agreement as Exhibit "B".

16. Termination.

This Agreement shall be terminated on the Closing Date for the sale of the Building, unless either party ends the Agreement prior to that date pursuant to Section 9 of this Agreement, except that any provision calling for obligations continuing after the Closing Date shall survive. All of the City's warranties, representations, certifications, and agreements contained herein shall be and remain true at the time of closing.

17. City Permits.

The zoning designation of the Leasehold Property will be Planned Unit Development at such time that the City adopts a Zoning Ordinance. The Protective Covenants have been completed according to the needs of the Purchaser by the City. Purchaser must be responsible to apply for other City permits, including a City Business Registration or License Fee.

18. Conditions For Completing The Purchase.

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

A. The City Commission must have approved the necessary Ordinance for the Sale of the Property, subject only to the referendum election as specified in 3-54-1 et. seq., NMSA, as amended. In addition, the City HEAP Board should have reviewed and made recommendation on the purchase proposal.

B. Purchaser must have received, reviewed and approved the survey legal description and survey plat prior to Closing Date. Purchaser shall have survey documents for review at least twenty (20) calendar days prior to intended date of Closing. Purchaser shall have until the date of closing to raise any objections with City, or request changes on the survey.

C. There shall be no material adverse change in the condition of the Building as of the Closing Date.

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

E. Purchaser shall have received partial terminations of the 1973 Ground Lease and the 1983 Ground Lease executed by the City and EDC with respect to the Property and sufficient to allow the title company to remove any exception related to the 1973 Ground Lease or the 1983 Ground Lease from the policy of title insurance to be issued to Purchaser at Closing.

F. If any of the conditions set forth in this section are not satisfied to the sole discretion of the Purchaser prior to closing, or waived by the time specified therefor, or, if no time is specified, then by the closing date, then the Purchaser shall receive a refund of the earnest money deposit plus interest earned.

G. At closing, the City will prepare and record those easements to be recorded with the Special Warranty Deed pursuant to Section 20 hereof.

19. Representations and Certifications Made As A Part Of This Agreement.

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

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

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

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

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

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

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

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

To the City's actual knowledge, there has been no release of any hazardous substances in, on or about the Building or the Leasehold Property. The City has not received notice from any governmental authority of the release or

presence of any hazardous substances. To the best knowledge of the City, neither the Building nor the Leasehold Property presently is or has ever been used for the storage, manufacture, disposal, handling, transportation or use of any hazardous substances in violation of any law. To the best knowledge of the City, there are no past or present investigations, proceedings, litigation or regulatory hearings with respect to the Building or the Leasehold Property alleging non-compliance with or violation of any federal or state law regarding environmental matters. To the City's actual knowledge, there has not now, nor have there been, any above ground or underground storage tanks located in or under the Building or the Leasehold Property. To the City's actual knowledge, the Leasehold Property has previously been owned by the US Government Land Office, the City of Hobbs, the US Hobbs Army Airfield, and the City of Hobbs, New Mexico. The only known prior uses of the Leasehold Property are 1) open range grazing by local ranches from 1880 through the 1940's time period; 2) use of the area as a vacant portion of for the Hobbs Army Airfield operation during W.W.II; and industrial operations in the EDC Incubator Building since 1973, originally designed and built as a denim jeans manufacturing plant and thereafter for a variety of other light industrial operations.

H. The City is not a party to any contracts relating to the Leasehold Property, except for this Agreement, and the 1973 Ground Lease and the 1983 Ground Lease referred to above.

20. City Easements to be Retained on the Leasehold Property.

The City retains the following utilities and easements on the Leasehold Property, as shown on Exhibit #C. These utility corridors may be defined further as easements and recorded in the Lea County Clerk's Records:

A. A sewer main corridor 35 feet in width on the southeast with a total length of approximately 720 linear feet boundary including several manholes.

B. A water main corridor 25 feet in width on the southwest and northwest boundaries approximately 1,125 feet in total length including fire hydrants.

C. An access corridor on the parking areas with right of access to enter the above easements.

D. The legal descriptions for those easements are more particularly described in Exhibit "C" which is attached hereto and made a part of this Agreement. At closing, the City will prepare and record those easements to be recorded with the Special Warranty Deed.

E. The City may require additional reasonable easements on the Leasehold Property for City infrastructure and City utilities and for other public utility companies, which easements shall be shown on the Survey. Such restrictions as reflected on the Survey and as referred to in the Commitment or any updated Commitment shall be subject to Purchaser's approval or disapproval in the manner specified herein.

21. Time of Essence.

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

22. Additional Documents.

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

23. Entire Document.

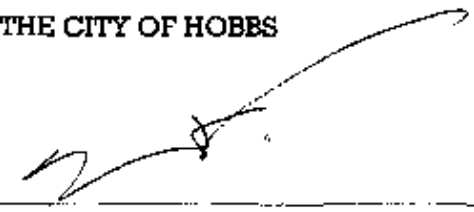
This instrument constitutes the entire agreement between the City and the Purchaser, regarding the purchase and sale of the Building, and there are no agreements, understandings, warranties, or representations between the Purchaser and the City except as set forth herein. This Agreement cannot be amended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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Done and approved on the date first written above.

SELLER

THE CITY OF HOBBS



Mayor Monty D. Newman

PURCHASER

LEA REGIONAL HOSPITAL, LLC
A Delaware Limited Liability Company



By: Tom Frazier

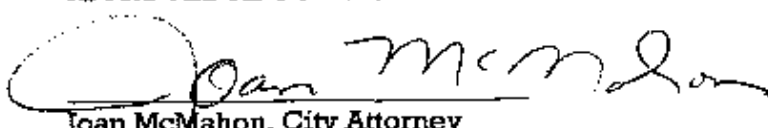
Title: Senior Vice President

ATTEST:



MOLLIE MALDONADO,
Deputy City Clerk

APPROVED AS TO FORM:



Joan McMahon, City Attorney



EXHIBIT "A"

LEGAL DESCRIPTION – LEASEHOLD PROPERTY

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., CITY OF HOBBS, LEA COUNTY, NEW MEXICO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR WITH CAP MARKED "JWSC PS12641" SET FOR A POINT ON THE WEST RIGHT OF WAY LINE OF INDUSTRIAL ROAD FROM WHICH A BRASS CAP IN CONCRETE FOUND FOR THE SOUTHEAST CORNER OF SAID SECTION 7 BEARS N49°49'41"E 80.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE TEXAS/NEW MEXICO RAILROAD AND S40°10'19"E ALONG THE SAID RAILROAD RIGHT OF WAY LINE 2539.19 FEET AND S00°40'41"E ALONG THE EAST LINE OF SAID SECTION 7 A DISTANCE OF 1207.74 FEET;

THEN S49°49'41"W 414.94 FEET TO A 1/2" REBAR WITH CAP MARKED "JWSC PS12641" SET FOR THE MOST SOUTHERLY CORNER OF THIS TRACT;

THEN N40°10'19"W 351.06 FEET TO A 1/2" REBAR WITH CAP MARKED "JWSC PS12641" SET FOR AN INTERIOR CORNER OF THIS TRACT;

THEN S49°49'41"W 75.00 FEET TO A 1/2" REBAR WITH CAP MARKED "JWSC PS12641" SET FOR A CORNER OF THIS TRACT;

THEN N40°10'19"W 309.80 FEET TO 1/2" REBAR WITH CAP MARKED "JWSC PS12641" SET FOR THE MOST WESTERLY CORNER OF THIS TRACT;

THEN N49°49'41"E 489.94 FEET TO A 1/2" REBAR FOUND FOR THE MOST NORTHERLY CORNER OF THIS TRACT AND A POINT ON THE WEST RIGHT OF WAY LINE OF INDUSTRIAL ROAD;

THEN S40°10'19"E ALONG SAID WEST LINE OF INDUSTRIAL ROAD 660.86 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 297,451.34 SQUARE FEET AND 6.83 ACRES MORE OR LESS.

EXHIBIT "B"

EDA DECLARATION

EXHIBIT "C" (Page 1)

LEGAL DESCRIPTION OF EASEMENTS

DESCRIPTION WATER LINE 1

A STRIP OF LAND 25.0 FEET WIDE SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 38 EAST, NMPM, LEA COUNTY, NEW MEXICO AND BEING 12.5 FEET RIGHT AND 12.5 FEET LEFT OF THE FOLLOWING DESCRIBED CENTERLINE SURVEY:

BEGINNING AT A POINT ON THE SOUTHEASTERLY BOUNDARY LINE OF A 6.83 ACRE TRACT OF LAND IN SAID SECTION WHICH LIES N35°29'36"W 3474.95 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION; THEN N39°42'04"W 383.14 FEET; THEN S49°28'49"W 88.35 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY LINE OF SAID 6.83 ACRES TRACT WHICH LIES N37°13'39"W 3858.88 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION.

TOTAL LENGTH EQUALS 471.49 FEET OR 28.58 RODS

DESCRIPTION WATER LINE 2

A STRIP OF LAND 25.0 FEET WIDE SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 38 EAST, NMPM, LEA COUNTY, NEW MEXICO AND BEING 12.5 FEET RIGHT AND 12.5 FEET LEFT OF THE FOLLOWING DESCRIBED CENTERLINE SURVEY:

BEGINNING AT A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF A 6.83 ACRE TRACT OF LAND IN SAID SECTION WHICH LIES N36°14'52"W 4141.76 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION; THEN S40°10'13"E 159.10 FEET; THEN S51°37'09"W 61.59 FEET; THEN S40°10'13"E 120.95 FEET TO A POINT ON AN EXISTING WATER LINE SITUATED IN SAID 6.83 ACRE TRACT OF LAND IN SAID SECTION WHICH LIES N36°52'11"W 3860.34 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION.

TOTAL LENGTH EQUALS 341.64 FEET OR 20.71 RODS

DESCRIPTION WATER LINE 3

A STRIP OF LAND 25.0 FEET WIDE SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 38 EAST, NMPM, LEA COUNTY, NEW MEXICO AND BEING 12.5 FEET RIGHT AND 12.5 FEET LEFT OF THE FOLLOWING DESCRIBED CENTERLINE SURVEY:

BEGINNING AT A POINT ON AN EXISTING WATER LINE SITUATED IN A 6.83 ACRE TRACT OF LAND IN SAID SECTION WHICH LIES N36°10'09"E 4060.46 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION; THEN N49°45'32"E 300.62 FEET TO A POINT IN SAID 6.83 ACRE TRACT WHICH LIES N31°58'03"W 4092.81 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION.

Exhibit "C" (Page 2)

TOTAL LENGTH EQUALS 300.62 FEET OR 18.22 RODS

DESCRIPTION SEWER LINE 1

A STRIP OF LAND 35.0 FEET WIDE SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 38 EAST, NMPM, LEA COUNTY, NEW MEXICO AND BEING 17.5 FEET RIGHT AND 17.5 FEET LEFT OF THE FOLLOWING DESCRIBED CENTERLINE SURVEY:

BEGINNING AT A POINT ON THE NORTHEASTERLY BOUNDARY LINE OF A 6.83 ACRE TRACT OF LAND IN SAID SECTION WHICH LIES N29°05'42"W 3581.84 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION; THEN N62°51'08"W 23.52 FEET; THEN S28°43'10"W 5.71 FEET; THEN N67°00'33"W 210.41 FEET TO A POINT IN SAID 6.83 ACRE TRACT WHICH LIES N31°20'03"W 3767.22 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION.

TOTAL LENGTH EQUALS 239.64 FEET OR 14.52 RODS

DESCRIPTION SEWER LINE 2

A STRIP OF LAND 35.0 FEET WIDE SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 38 EAST, NMPM, LEA COUNTY, NEW MEXICO AND BEING 17.5 FEET RIGHT AND 17.5 FEET LEFT OF THE FOLLOWING DESCRIBED CENTERLINE SURVEY:

BEGINNING AT A POINT ON THE NORTHEASTERLY BOUNDARY LINE OF A 6.83 ACRE TRACT OF LAND IN SAID SECTION WHICH LIES N28°59'16"W 3547.88 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION; THEN S49°47'08"W 330.64 FEET; THEN S75°04'21"W 93.20 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID 6.83 ACRE TRACT WHICH LIES N35°44'01"W 3530.59 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION.

TOTAL LENGTH EQUALS 423.84 FEET OR 25.69 RODS

EXHIBIT "D"

CITY DECLARATION

GROUND LEASE

THIS GROUND LEASE (this "Lease"), is made and entered into this 4th day of December 2006, by and between the CITY OF HOBBS, a municipal corporation in the State of New Mexico, (hereinafter called "City") and LEA REGIONAL HOSPITAL, L.L.C., a Delaware limited liability company, hereafter called "Lessee").

RECITALS:

A. The City is the owner of certain real property, referred to hereafter as the "Leasehold Property", within the City Limits of Hobbs within Lea County, State of New Mexico, as specifically described in Exhibit "1" attached hereto, and as follows:

Leasehold Property Description: A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., CITY OF HOBBS, LEA COUNTY, NEW MEXICO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR WITH CAP MARKED "JWSC PS12641" SET FOR A POINT ON THE WEST RIGHT OF WAY LINE OF INDUSTRIAL ROAD FROM WHICH A BRASS CAP IN CONCRETE FOUND FOR THE SOUTHEAST CORNER OF SAID SECTION 7 BEARS N49°49'41"E 80.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE TEXAS/NEW MEXICO RAILROAD AND S40°10'19"E ALONG THE SAID RAILROAD RIGHT OF WAY LINE 2539.19 FEET AND S00°40'41"E ALONG THE EAST LINE OF SAID SECTION 7 A DISTANCE OF 1207.74 FEET;

THEN S49°49'41"W 414.94 FEET TO A 1/2" REBAR WITH CAP MARKED "JWSC PS12641" SET FOR THE MOST SOUTHERLY CORNER OF THIS TRACT;

THEN N40°10'19"W 351.06 FEET TO A 1/2" REBAR WITH CAP MARKED "JWSC PS12641" SET FOR AN INTERIOR CORNER OF THIS TRACT;

THEN S49°49'41"W 75.00 FEET TO A 1/2" REBAR WITH CAP MARKED "JWSC PS12641" SET FOR A CORNER OF THIS TRACT;

THEN N40°10'19"W 309.80 FEET TO 1/2" REBAR WITH CAP MARKED "JWSC PS12641" SET FOR THE MOST WESTERLY CORNER OF THIS TRACT;

THEN N49°49'41"E 489.94 FEET TO A 1/2" REBAR FOUND FOR THE MOST NORTHERLY CORNER OF THIS TRACT AND A POINT ON THE WEST RIGHT OF WAY LINE OF INDUSTRIAL ROAD;

THEN S40°10'19"E ALONG SAID WEST LINE OF INDUSTRIAL ROAD 660.86 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 297,451.34 SQUARE FEET AND 6.83 ACRES MORE OR LESS.

B. City and Lessee desire to enter into a lease of the Leasehold Property for the purpose of allowing Lessee to operate a multi-purpose commercial medical center facility on the site to include buildings, parking, loading, as desired by Lessee.

C. The City entered into a Lease dated August 23, 1973 (the "1973 Ground Lease") with the Industrial Development Corporation of Lea County, predecessor in interest to the Economic Development Corporation of Lea County (the "EDC") wherein the City leased to the EDC certain real property more particularly described therein and containing the Leasehold Property.

D. The City entered into a Lease dated May 2, 1983 (the "1983 Ground Lease") with the EDC wherein the City leased to the EDC certain real property more particularly described therein and containing the Leasehold Property.

E. The interests of the EDC in the 1973 Ground Lease and the 1982 Ground Lease with respect to the Leasehold Property have been, or will be, terminated prior to the Commencement Date of this Lease.

F. Lessee owns, or will own, prior to the Commencement Date, certain improvements on the Leasehold Property and may construct additional improvements upon the Leasehold Property.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, City hereby leases to Lessee, the Leasehold Property, together with all appurtenant easements, rights and privileges, attached hereto and made a part of this Lease, under the terms and conditions of this Lease:

1. **Leasehold Term, Rent Adjustments, Commencement Date And Possession.**

A. The term of this Lease shall be seventy-five (75) years (hereinafter "Lease Term") commencing on the "Commencement Date," as hereinafter defined, and terminating on the Seventy-fifth (75th) anniversary of the Commencement Date. The Commencement Date shall be _____, 2007, based on the final approval by the Hobbs City Commission on December 4, 2006, unless a referendum election is held pursuant to Section 3-54-1 NMSA, as amended. Possession of the Leasehold Property shall be on the Commencement Date.

B. The rent shall be adjusted every fifth year based on the change in the percentage amount equal to the five year overall increase in the US Consumer Price Index (All Urban Consumers - U.S. All Items Index) during the preceding five (5) years. The Rent shall then be adjusted at the start of each and every fifth year thereafter during the Lease Term. As an alternative and if agreed to by the parties hereto, the

City may provide a written market analysis of comparable commercial property in Hobbs from an independent qualified appraiser hired by the City as a basis for the rent adjustment.

- C. Lessee shall and may peaceably and quietly have, hold and enjoy the Leasehold Property for the Lease Term, as long as Lessee is in compliance with the terms of the Lease Agreement, subject to all applicable notice and cure periods.
- D. Lessee acknowledges that it has fully inspected the Leasehold Property and Lessee hereby accepts the Leasehold Property, buildings and improvements, if any and each appurtenance thereto as is, in their present state and condition, as suitable for the purpose for which the same are leased and will allow for changes in such condition occurring by reasonable deterioration, normal wear and tear excepted.
- E. If Lessee should remain in possession of the Leasehold Property after the expiration or termination of this Lease, without the execution by City and Lessee of a new Lease, the Lessee shall be deemed to be occupying the Leasehold Property as a tenant-at-sufferance, subject to all the covenants and obligations of this Lease, and shall pay as rent an amount equal to the monthly base rent, as adjusted immediately prior to the termination.
- F. After the Lease Commencement Date, but prior to the approval of any building permit application for permanent building structures, City may require Lessee to provide at Lessee's expense a Drainage Study prepared by a licensed New Mexico Professional Engineer to the City Engineer of the Leasehold Property with respect to the portion of the Leasehold Property in the 100 Year Special Flood Hazard Zone. If required, the report must address that the Leasehold Property development will not be endangered by the 100 year flood hazard, or that the development of the Leasehold Property will not adversely impact the adjacent properties. The City Engineer must approve the study prior to issuance of any building permits for buildings.

2. Rent Payments.

- A. Beginning on the Commencement Date, the Lessee shall pay the City a fixed annual rental ("Rent"). The amount of the annual rent payment shall be One Thousand Dollars (\$1,000.00) per year for each of the first five (5) years of the Lease Term.
- B. The first year rent shall be paid as follows:

Earnest Money Deposit	None Required
Commencement Date	\$1,000.00

- C. Thereafter starting in the year 2007 and continuing regularly each year thereafter without notice from the City throughout the Lease Term, annual rent payments shall be paid on the following dates:

Annual Payment	December 15
----------------	-------------

- D. In exchange for payment of the rent, possession of the Leasehold Property will be granted on the Commencement Date of the Lease.

- E. The Rent does not include the following, and Lessee shall be solely responsible for the following infrastructure extensions to the Leasehold Property:

1) City utilities infrastructure of water systems providing adequate fire flow volume and pressure for fire suppression; City waste water treatment services; and existing infrastructure in the Hobbs Industrial Air Park (the "HIAP").

2) Water and Sewer Meter Assessments, Service Charges, Hook-up Charges and Monthly Maintenance Fees are not included in the Rent and must be paid separately. There are no water development charges for fire suppression water meters.

3) Telephone service is provided to the Industrial Park by Valor Telecom or LEACO. The Rent does not include the cost, if any, for telephone cable hook-up and service, both to the site and on site and within the building, with these costs to be paid by the Lessee.

4) Electric Power is provided to the Industrial Park by Xcel Energy Company. The Rent does not include the cost, if any, for telephone cable hook-up and service, both to the site and on site and within the building, with these costs to be paid by the Lessee. Lessee shall be responsible for all line extensions to the Leasehold Property and on the site. Lessee will be responsible for cost share of any required extensions to the site; and construction of primary conduit to City right-of-way, transformer pad, and all secondary conduit and wire extensions on the site.

- F. Lessee will pay all charges made against said Leasehold Property, including but not limited to, on-going monthly utility fees for water, waste water, natural gas, electricity, telecommunications, or any other utility furnished to the Leasehold Property during the continuance of this Lease, as the same shall become due. Lessee shall be responsible for paying or putting up any bonds or deposits required by any entity furnishing utility services to the Leasehold Property which is the subject matter of this Lease. City shall not be liable in damages or otherwise for failure, stoppage or interruption of any such service, nor shall the same be

construed as an eviction of Lessee, or work as an abatement of rent, or relieve Lessee from the operation of any covenant or agreement; but in the event of any failure, stoppage or interruption thereof, Lessee shall use reasonable diligence to resume service promptly.

3. **Option To Purchase.**

A. For valuable consideration, City grants to Lessee the exclusive option to purchase (the "Purchase Option") the Leasehold Property as described above with the purchase price to be set at Fair Market Value (hereinafter defined) following Lessee's exercise of the Purchase Option at any time during the Lease Term, subject to the terms and conditions which follow in this Agreement.

B Terms and conditions regarding this Option and the Leasehold Property purchase are as follows:

1. The "Fair Market Value" of the Leasehold Property will be determined in the following manner: The City, at the City's sole cost and expense shall designate a professional, qualified appraiser who is engaged in the business of appraising commercial real estate located in Lea County, New Mexico and surrounding areas of New Mexico and Texas (an "Appraiser"), and shall notify Lessee of the Appraiser so selected within fifteen (15) days following the City's receipt of the Purchase Notice (hereinafter defined). Any appraisal performed in pursuant to the terms hereof will establish a value of only the 6.83 acre Leasehold Property, and shall not include the value of any assets located on the Leasehold Property owned by Lessee. If Lessee disputes the value established by the City's Appraiser, Lessee shall have the right to designate an Appraiser and shall notify the City of the Appraiser so selected within fifteen (15) days following receipt of the appraisal from the City's Appraiser, who shall perform an appraisal pursuant to the terms and conditions hereof, at Lessee's sole cost and expense. In the event that the two Appraisers cannot agree on a determination of the Fair Market Value of the Leasehold Property within ten (10) days following delivery of the appraisal by Lessee's Appraiser, the Fair Market Value shall be determined by taking the average of the two appraisals, unless the difference between the two appraisals is greater than twenty percent (20%) of the higher appraised value, in which case either party may elect to have the two (2) Appraisers select a third (3rd) Appraiser who is similarly qualified within ten (10) days after the expiration of such ten (10) day period. The cost of the third (3rd) Appraiser, if necessary, will be split evenly between the parties. In the event a third (3rd) Appraiser is selected, the Fair Market Value shall be that value determined by the majority of Appraisers, or if a majority cannot agree, then that determined by averaging the two (2) highest appraisals. The

Appraisers shall notify each party of their determination in writing. Both Lessor and Lessee shall be bound by the determination of the Appraisers in accordance with the provisions of this Section 4.B.1 and the determination shall be enforceable against each party. All appraisers selected for the above appraisal process shall be credentialed as professional members of M.A.I., engaged in the business of appraising commercial real estate located in Lea County, New Mexico and surrounding areas of New Mexico and Texas.

2. All closing costs for the purchase of the Leasehold Property will be paid by Lessee, in addition to the any other costs necessary to complete the real property transaction.
3. Lessee agrees to comply with terms and conditions contained in that certain Protective Covenants and Use Requirements for the Lea Regional Hospital, LLC Property (the "City Declaration") and are therefore agreed for all activities on the Leasehold Property which shall be filed on or prior to the Commencement Date in the Real Property Records of Lea County and encumber the Leasehold Property. Those covenants shall be referred to in the Deed (hereinafter defined).
4. Lessee must be responsible to provide the current survey of the Leasehold Property prepared by a surveyor licensed in the State of New Mexico prior to closing, and the survey must be approved by the City.
5. Upon establishment of the purchase price pursuant to Section 4.B.1 above, a binding Purchase Agreement will be prepared by the City and negotiated with the Lessee to complete the purchase. The Purchase Agreement shall contain the Permitted Uses and Requirements, Additional Site and Building Requirements and Enforcement of Building Design Standards which are contained in the Protective Covenants on the Leasehold Property and other conditions which may be specified by the City and the Lessee. The purchase must comply with all relevant New Mexico Statutes in effect at the time of the purchase.
6. If Lessee wishes to exercise the option to purchase the Leasehold Property, Lessee must notify the City in writing at least one hundred eighty (180) days prior to the date of the intended purchase (the "Purchase Notice").
7. If Lessee exercises its option to purchase, City will execute and deliver a Special Warranty Deed (the "Deed") conveying in fee simple title to the Leasehold Property to Lessee with good and indefeasible title to the Leasehold Property, free of liens and encumbrances, subject only to all patent reservations and to all other existing exceptions of record except

those exceptions and reservations which are disapproved by Lessee and eliminated by the City pursuant to terms of the agreement for final terms of closing and purchase.

4. Permitted Uses and Requirements .

A. According to the requirements of the EDC, the following covenants shall be contained in the City Declaration to be executed and recorded by City concurrently with the execution of this Lease on or prior to the Commencement Date, and are therefore to be hereby agreed for all activities on the Leasehold Property:

"Lessee hereby acknowledges and agrees that use of the Leasehold Property shall be limited to the development, construction, maintenance and operation of a medical office building, hospital or other healthcare facility which provides healthcare services through licensed physicians and support services related thereto, including, without limitation, materials management functions and medical records storage ("Permitted Uses"). Lessee shall not extend, modify, amend, change, terminate or otherwise in any manner change the Lease ("Lease Change") without the prior express written consent of EDC, which consent will not be unreasonably withheld, so long as such Lease Change (i) is for Permitted Uses and (ii) contains the requirement of EDC's consent to any further Lease Change.

B. Other healthcare related commercial operations and activities including may be considered if they are consistent with the type of traffic, noise and other impacts associated with the use of the areas surrounding the Leasehold Property. All proposed uses other than those listed in this Lease must be reviewed and approved by the City in writing. The City may condition such consent upon requiring other conditions before consenting to another use, such as 1) details of the proposed use and operations on the site; 2) conditions affecting the environment; and/or 3) pursuant to any protective covenants or other use regulations and/or obtaining additional information on the proposed use.

5. Additional Use Provisions and Requirements.

A. According to the requirements of the US Department of Commerce Economic Development Administration ("EDA"), the following covenants will be contained in the Declaration of Covenants - Release of Property Management Agreement - Covenant of Use (the "EDA Declaration"), pursuant to Federal Law 13 CFR Subpart D §314.10 to be executed and recorded by City and the US Economic Development Administration concurrently with the execution of this Lease, and are therefore to be hereby agreed for all activities on the Leasehold Property.

6. Lessee's Warranties.

- A. Lessee shall maintain the Leasehold Property and any improvements, fixtures or equipment on the Leasehold Property in a manner which is reasonably satisfactory to City. Reasonable maintenance and repairs to structures on the Leasehold Property will be performed by Lessee at its sole cost.
- B. For any new construction or development on the Leasehold Property following the approval of this Lease, Lessee must meet minimum City of Hobbs Design Standards For Construction Regulations for building and infrastructure construction, including water, sewer, gas, streets, drainage, signs, landscaping, use and subdivision regulations and building codes, etc.
- C. Where the slope and terrain is such that active soil erosion may occur or result from soil disturbance, erosion control practices must be carried out by Lessee, as determined necessary by City to control any excessive storm-water run-off and prevent erosion.
- D. No hazardous waste or solid waste as defined by the New Mexico Environment Department shall be permitted to be disposed of on the Leasehold Property.
- E. At the end of the Lease Term and any Extended Term, or at the date of any relinquishment, sublease or assignment, Lessee shall furnish to City a Phase I Site Environmental Assessment Report on the Leasehold Property, prepared by a licensed New Mexico Professional Engineer or Geologist. The environmental assessment shall include but not be limited to research of previous activities that may present potential hazards, examination of potential groundwater contamination, and other related activities. The environmental assessment will not include soil boring and soil analysis, unless a written request is received from City requesting soil boring and soil analysis to be conducted as further study. The cost of the Phase I Environmental Assessment will be the responsibility of the Lessee. If any pollutants or soil contaminants are found to be present on the Leasehold Property, Lessee shall be responsible for removal and clean-up of these pollutants and contaminants, prior to the end of the Lease Term or the Extended Term. If any soil boring is required by the City, the City shall pay for these costs. The City will not extend the term of the lease until a clean Phase I Environmental Assessment is received. If Lessee refuses to provide such Environmental Assessment Report, the City has the right to complete the Environmental Assessment and assess reasonable costs to Lessee.

7. Insurance.

Lessee shall maintain general public liability and casualty insurance insuring against such claims, and shall annually furnish to the City a certificate or other evidence and proof of

maintenance of such comprehensive public liability insurance, including a copy of the policy, with the City named as an additional insured, which insurance shall have minimum limits of at least the sum of One Million and No/100 Dollars (\$1,000,000.00) for general liability and casualty coverage arising out of a single occurrence. Such insurance shall be with a company licensed and authorized to do business in the State of New Mexico and to provide general liability and casualty coverage of the type required herein, which policy shall include fire and extended coverage liability. Lessee shall provide the City with notice of any change thereof, and shall furnish to the City evidence of acquirement of a substitute therefor, and payment of the premium thereof.

8. Construction And Ownership Of Improvements.

- A. During the Lease Term or the Extended Term of this Lease, title to all improvements constructed upon the Leasehold Property by Lessee is and shall be vested in Lessee. Lessee's existing improvements on the Leasehold Property are described in Exhibit "1" attached hereto and made a part of this Lease, and these improvements are not owned by the City. If at any time during the Lease Term, all Rent then due and owing has been fully paid and Lessee is not in default under this Lease, Lessee may remove these improvements from the Leasehold Property.
- B. At the expiration or termination of this Lease, Lessee shall have the right to remove or dispose of all buildings and other improvements remaining on the Leasehold Property. All buildings and/or improvements remaining on the Leasehold Property after the termination date will become the property of the City. The City shall not pay any compensation to the Lessee for any buildings or improvements remaining on the Leasehold Property after the termination date.

9. Assignment And Sublease.

- A. Lessee may not assign or sublease the Leasehold Property granted by this Lease or the improvements on the Leasehold Property without the prior written consent of the City, which consent shall not be unreasonably withheld. The City may condition its consent of a sublease or assignment of the entire property upon an adjustment of the Rent, and may require other conditions before consenting to an assignment or sublease, such as 1) those conditions noted above; 2) review and approval of financial and other background information on the proposed sub-Lessee; and/or 3) the sale of Lessee's entire assets in the Hobbs Industrial Air Park to the same user as assignee; provided, that with respect to any sublease of the Leasehold Property by Lessee to a third party developer for the purposes of constructing, maintaining and operating a medical office building in accordance the City Declaration, the EDA Declaration and the terms of this Lease (an "MOB Developer"), the City may not condition its consent to such sublease only on subpart 2) above and may not condition its consent on an adjustment in Rent or a sale of Lessee's entire assets in the Hobbs Industrial Air Park, notwithstanding

any provision to the contrary contained herein. The annual rent for any additional user of the Leasehold Property will be negotiated with the City, prior to any use by another user. Such additional Rent, conditions or covenants shall not be unreasonable but shall be in accord with the proper administration of the Leasehold Property granted by this Lease. The City Commission is the final authority to grant final approval to any assignment subject to the purposes of the Lease.

- B. Notwithstanding the prohibition against assignment and subleasing contained in Section 10(A) above, Lessee shall be permitted to assign its rights under this Lease, without the consent of City, to (i) any subsidiary or other entity owned at least fifty-one percent (51%), directly or indirectly, by Triad Hospitals, Inc. ("Triad"), (ii) to any person, firm or corporation who is the purchaser of all or substantially all of the assets of Lessee or Triad or is the successor to the assets and business of Lessee or Triad by virtue of a corporate merger or consolidation of, with or into Lessee or Triad, or (iii) the purchaser of all or substantially all of the assets of Lea Regional Medical Center located in Hobbs, New Mexico. Each such assignee shall be liable for the performance and observance of all of the covenants and agreements of Lessee under this Lease arising after such assignment. Lessee and any assignee will be jointly and severally primarily liable for payment and performance under this Lease; provided, in the case of any assignment described in clauses (i), (ii) or (iii) above, Lessee shall be released from all further liability for Rent or any other sums becoming due and payable under this Lease after assignment if the assignee under any such assignment has a net worth comparable to that of Lessee, and has a Standard and Poor's rating of BB or better (or, if such rating system is no longer used by Standard and Poor's, such rating as is then comparable to a BB rating as of the date of this Sublease, or if Standard and Poor's no longer publishes comparable ratings, such other rating as is most closely comparable thereto). Consent shall not unreasonably be withheld by either party.
- C. Upon a valid assignment of this Lease, the Lessee shall be relieved of all obligations and liabilities arising from this Lease effective as of the date of the assignment, except for liability and obligations regarding any environmental contamination or damage which occurred on the Leasehold Property during the Lease Term.
- D. Lessee can not assign the Lease prior to the Commencement Date.
- E. On any assignment or sublease, the access to the Leasehold Property must be through the primary access on Industrial Street (Lovington Highway), unless a separate legal access is provided to the south or west boundary of the Leasehold Property from Lessee's contiguous property.

10. Default And Cancellation.

- A. The violation by Lessee of any of the terms, conditions or covenants of this Lease or the nonpayment by Lessee of any rent due under this Lease shall be considered a default and may cause this Lease to be cancelled and terminated at the City's sole discretion, following at least one hundred twenty (120) days advance written notice of such default from City to Lessee; provided, however, said cancellation shall not be made if, within the one hundred twenty (120) day notice period, Lessee cures or remedies said default or otherwise complies with any demand contained within such written notice which cures or remedies the default.
- B. If City defaults in the performance of this Lease prior to the Commencement Date, Lessee may terminate this Lease and receive a refund of the earnest money deposit, if any, or may waive default and seek whatever legal remedy may be provided by law.
- C. If Lessee defaults in the performance of this Lease prior to the Commencement Date, City may terminate this Lease and retain the earnest money deposit, if any, or may waive default, enforce performance of this contract, and seek such other relief as may be provided by law.

11. Relinquishment.

At any time, upon one hundred twenty (120) days prior written notice, provided all rents then due and owing have been fully paid and Lessee is not in default under this Lease, Lessee may cancel and relinquish the Leasehold Property to the City whereupon Lessee shall be relieved of any further liabilities and obligations under this Lease. Section 9 of this Lease shall apply with respect to removal of improvements upon such termination. Lessee shall not be entitled to a refund of any rent paid. The parties may mutually agree in writing that this lease may be terminated within one hundred twenty (120) days after said mutual agreement is signed.

12. Obligations and Other Commitments Made By City.

The following schedule provides a summary of the commitments made by the City in this Lease:

- A. The Leasehold Property Survey has been completed by Lessee and is attached hereto. The City has approved the Survey.

13. Additional Site and Building Requirements.

In addition to the requirements of the City Building Code, and the EDA Declaration, or Zoning Design Standards which may be adopted for the Leasehold Property in the future, the City shall record in the City Declaration to be executed and recorded by City concurrently with the execution of this Lease, and are therefore to be hereby agreed for all activities on the Leasehold Property. These covenants specify requirements for Site and Building Design and Construction Standards, and the enforcement of those standards by the City.

14. City Utilities and Easements on the Leasehold Property.

The City retains the following utilities and easements on the Leasehold Property, as shown on Exhibit #1. These utility corridors will be defined further as easements and recorded in the Lea County Clerk's Records:

- A. A sewer main corridor 35 feet in width on the southeast with a total length of approximately 720 linear feet boundary including several manholes.
- B. A water main corridor 25 feet in width on the southwest and northwest boundaries approximately 1,125 feet in total length including fire hydrants.
- C. An access corridor on the parking areas with right of access to enter the above easements.

15. Notice.

All notices given pursuant to or in connection with this Lease shall be made in writing and posted by regular mail, postage prepaid, to the following:

City of Hobbs,
ATTN: City Manager,
Hobbs City Hall,
Hobbs, NM 88240; and to Lessee at

Lea Regional Hospital, LLC
Hobbs, NM 88240
Attention: Chief Executive Officer
Facsimile: 505/492-5505

With a copy to: Triad Hospitals, Inc.
5800 Tennyson Parkway
Plano, Texas 75024
Attention: Vice President-Real Estate Development
Facsimile: 214/473-7162

With a copy to: Liechty & McGinnis, P.C.

7502 Greenville Avenue, Suite 750
Dallas, Texas 75231
Attention: Emmett W. Berryman, Esq.
Facsimile: 214/265-0615

or to such other address as requested by either party. Notice shall be deemed to be received on the earlier of (i) actual receipt or (ii) the fifth day following posting. The mailing may also be completed by other acceptable forms of legal mail, as may occur in the future.

16. Attorney's Fees and Costs.

If either party is found by a court to have breached this Lease, the other party may recover reasonable attorney's fees and cost of litigation. Prior to the institution of any litigation, the parties have the contractual duty to in good faith attempt to resolve any controversy hereunder at the least possible expense.

17. Counterparts.

This Lease 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.

18. Compliance with Statutes.

The City states that it has complied with the requirements of State of New Mexico Statutes and the City of Hobbs, New Mexico Municipal Code and has authorization to lease the property.

19. Governing Laws.

This Lease shall be subject to the laws of the State of New Mexico.

20. Indemnification.

Lessee shall save and hold harmless, indemnify and defend the City of Hobbs, New Mexico, its elected officials, employees and agents, in their official and individual capacities, of and from any and all liabilities, claims, losses, or damages arising out of or alleged to arise out of or indirectly connected with the negligent operations of Lessee under this Lease, or arising out of the presence on the Leasehold Property of any agent, contractor or subcontractor of Lessee.

21. Amendment.

This Lease shall not be altered, changed or amended except by written instrument in writing executed by the City and Lessee.

22. Waiver.

No waiver of any breach or default by Lessee of any of the terms, conditions or covenants of this Lease shall be held to be a waiver of any subsequent breach. No waiver shall be valid or binding unless the same is in writing and signed by City.

23. Survey of Leasehold Property.

The Lessee has completed a current survey of the Leasehold Property prepared by a surveyor licensed in the State of New Mexico, prior to the commencement of the Lease. The City has approved the Survey which is attached hereto as Exhibit #1 and made a part of this Lease.

24. Termination.

This agreement shall be terminated on the termination date of the Lease Term, or by mutual agreement as provided under Section 12 Relinquishment herein.

25. Permits.

The use terms of this Lease for the Leasehold Property have been written according to the needs of Lessee. Lessee is responsible at its expense to apply for other City permits, including if necessary a City Building Permit, City Business Registration or License Fee. Lessee is also responsible at its expense to apply for other necessary permits from the State of New Mexico.

26. Conditions Precedent.

The City Commission must have approved the Lease as specified in NMSA 1978 Section 3-54-1 et. seq., as amended, prior to Lessee having any liability pursuant to the Lease.

27. Representations and Certifications Made As A Part Of This Lease.

A. The City represents and warrants to Lessee that the following shall be true and correct, as of the date hereof and as of the date of commencement:

- 1) The City is the owner of the Leasehold Property subject only to easements, restrictions and reservations of record as disclosed in the title commitment, and subject to the covenants as stated in this Lease.
- 2) There are no public improvements which have been commenced or completed for which special leasehold property tax assessments may be or have been levied against the Leasehold Property.

3) There are no known existing violations of applicable law with respect to the Leasehold Property.

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

5) The execution and delivery of the Lease and commencement of the Lease by the City will not result in the breach of any agreement, decree or order to which the City is a party or by which the Leasehold Property is bound.

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

7) To the best knowledge of the City as of the date hereof, the following statements are made regarding the Leasehold Property:

a) There has been no release of any hazardous substances in, on or about the Leasehold Property. The City has not received notice from any governmental authority of the release or presence of any hazardous substances. To the best knowledge of the City, the Leasehold Property presently is not and has never been used for the storage, manufacture, disposal, handling, transportation or use of any hazardous substances in violation of any law. To the best knowledge of the City, there are no past or present investigations, proceedings, litigation or regulatory hearings with respect to the Leasehold Property alleging non-compliance with or violation of any federal or state law regarding environmental matters. To the City's actual knowledge, there has not now, nor have there been, any above ground or underground storage tanks located in or under the Leasehold Property.

b) The Leasehold Property has previously been owned by the US Government Land Office, the City of Hobbs and the US Army Airfield Division.

c) The only known prior uses of the Leasehold Property have been open range grazing by local ranches from 1880 through the present time period; use as a vacant parcel as part of the Hobbs Army Air Base from about 1940 to 1950 (this particular area was a vacant parcel according to the original plans of the Airfield complex); and approximately 1973, the Leasehold Property was leased by the City to the Industrial Development Corporation of Hobbs and then subleased to Levi-Strauss Corporation and a denim jeans wet process manufacturing process was conducted on the site until about 1985. A large manufacturing building and parking lot were constructed. In 1985, the City of Hobbs received a grant from the

US Department of Commerce, Economic Development Administration to remodel the building for use of other industrial clients. In 1991, the City received a grant from the US Housing and Urban Development Department to conduct additional improvements to the building. Since 1985, the building has been rented and leased by the EDC for a variety of small industrial and storage operations as an incubator building.

8) The City is not a party to any contracts relating to the Leasehold Property, except for this Agreement and the prior lease to the Industrial Development Corporation (Economic Development Corporation of Lea County).

9) Lessor has the full power and authority to enter into and perform this Lease according to its terms and the individual executing this Lease on behalf of Lessor is authorized to do so.

B. Lessee represents and warrants to the City that the following shall be true and correct, as of the date hereof and as of the date of closing:

1) The Lease Agreement is designed for the for the purpose of the Lessee to operate a multi-purpose commercial medical center facility on the site to include buildings, parking, loading, as desired by Lessee. Other uses may be permitted subject to the City's written approval.

2) Lessee understands that the City considerations herein are based on the assumption that the site use and the commercial activities proposed on the site will not require an excessive quantity of potable water, nor generate excessive amounts of waste water to be treated. In the event that the use and operation would involve a wet process food manufacturing operation or any other wet process industrial operation at a later date, water and waste water utility assessments may be adjusted accordingly at the site/building occupancy approval stage to address increased costs to the City.

3) Exhibit "1" provides information on the proposed site layout, building location, if any, and building design, and company information to justify the request for City consideration of this Lease.

28. Entire Agreement.

This Lease represents the entire agreement and there are no other agreements or understandings oral or otherwise that are binding the parties concerning the Leasehold Property.

29. Memorandum of Lease.

Each of the City and Lessee shall execute, acknowledge and deliver to the other a written Memorandum of this Lease to be recorded in the appropriate land records of the jurisdiction in which the Leasehold Property is located, in order to give public notice and protect the validity of this Lease. In the event of any discrepancy between the provisions of said recorded Memorandum of this Lease and the provisions of this Lease, the provisions of this Lease shall prevail. Lessee agrees to pay when due and payable any and all charges, recording costs and taxes required in connection with the recordation of this Lease or such Memorandum of Lease.

[The Remainder of this Page is Intentionally Left Blank.]

IN WITNESS WHEREOF, City and Lessee have executed this Lease as of the date first written above.

CITY OF HOBBS

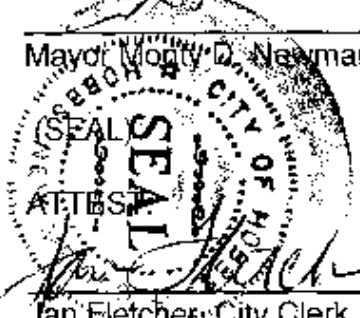
LESSEE - LEA REGIONAL HOSPITAL, LLC
A Delaware limited liability company.



Mayor Monty D. Newman

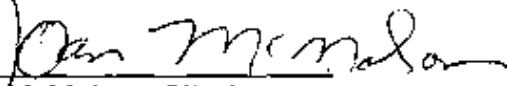


By: Tom Frazier
ITS: Senior Vice President



Jan Fletcher, City Clerk

Approved As To Form:

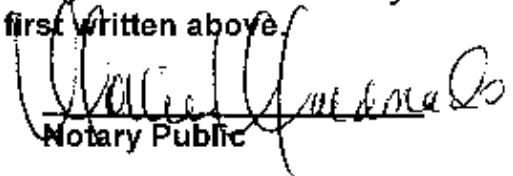


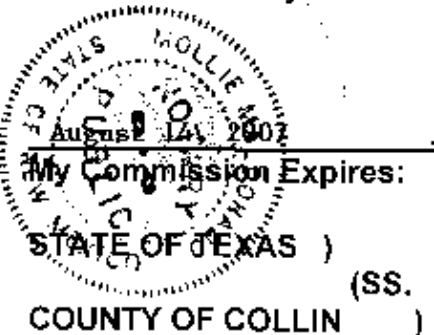
Joan McMahon, City Attorney

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

The foregoing instrument was acknowledged before me on this 4TH day of December, 2006 by Monty D. Newman, as Mayor, acting on behalf of the City of Hobbs, a New Mexico Municipal Corporation, to me personally known, who being by me duly sworn did say that he is the Mayor and signing officer of the City of Hobbs and that said instrument was signed in behalf of said Municipal Corporation, and Monty D. Newman acknowledged said instrument, and acknowledged that he executed the same as his free act and deed and on behalf of the respective Municipal Corporation.

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


Notary Public


My Commission Expires:
STATE OF TEXAS)
(SS.
COUNTY OF COLLIN)

The foregoing instrument was acknowledged before me on this 12TH day of DECEMBER, 2006 by its Senior Vice President, acting on behalf of the Lea Regional Hospital, LLC, a Delaware limited liability company, to me personally known, who being by me duly sworn did say that he/she is the Senior Vice President and signing officer of Lea Regional Hospital, LLC, a Delaware limited liability company, and that said instrument was signed in behalf of said limited liability company, and acknowledged that said instrument, and acknowledged that he/she executed the same as his/her free act and deed and on behalf of the respective limited liability company.

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


Notary Public

My Commission Expires:

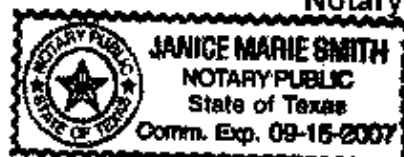


EXHIBIT "1"

Plat of Survey as Filed 2/21/2007
under County Clerk's
Reception # 35152, Lea
Lea County Records, Lea County, New Mexico
and made a part hereof

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

at 1:51 o'clock P
and recorded in Book 1498
Page 128
Melinda Hughes, Lea County Clerk
By [Signature] Deputy



35156

Return to: City of Hobbs
City Clerk
300 N. Turner
Hobbs, NM 88240

PERMANENT GRANT OF PUBLIC UTILITY EASEMENT
Hospital Incubator Building Lease Parcel

THIS PERMANENT GRANT OF EASEMENT, entered into on this 14th day of February, 2007 is reserved and excepted unto itself and forever dedicated to the public by THE CITY OF HOBBS, (the "City"), a New Mexico Municipal Corporation.

For valuable consideration, the City reserves and excepts unto itself and forever dedicates to the public an unrestricted permanent grant of public utility easement to allow for access, and long term maintenance of the City's utilities, including but not limited to existing water mains and existing waste water (sewer) mains, owned by the City and located within the following described three (3) twenty foot (20') wide easements for water mains and two (2) thirty five foot (35') wide easements for waste water (sewer) mains being more particularly described as follows:

DESCRIPTION WATER LINE 1

A STRIP OF LAND 25.0 FEET WIDE SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 38 EAST, NMPM, LEA COUNTY, NEW MEXICO AND BEING 12.5 FEET RIGHT AND 12.5 FEET LEFT OF THE FOLLOWING DESCRIBED CENTERLINE SURVEY:

BEGINNING AT A POINT ON THE SOUTHEASTERLY BOUNDARY LINE OF A 6.83 ACRE TRACT OF LAND IN SAID SECTION WHICH LIES N35°29'36"W 3474.95 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION; THEN N39°42'04"W 383.14 FEET; THEN S49°28'49"W 88.38 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY LINE OF SAID 6.83 ACRES TRACT WHICH LIES N37°13'38"W 3858.88 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION.

TOTAL LENGTH EQUALS 471.48 FEET OR 28.58 RODS

DESCRIPTION WATER LINE 2

A STRIP OF LAND 25.0 FEET WIDE SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 38 EAST, NMPM, LEA COUNTY, NEW MEXICO AND BEING 12.5 FEET RIGHT AND 12.5 FEET LEFT OF THE FOLLOWING DESCRIBED CENTERLINE SURVEY:

BEGINNING AT A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF A 6.83 ACRE TRACT OF LAND IN SAID SECTION WHICH LIES N36°14'52"W 4141.76 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION; THEN S40°10'13"E 159.10 FEET; THEN S51°37'09"W 61.59 FEET; THEN S40°10'13"E 120.98 FEET TO A POINT ON AN EXISTING WATER LINE SITUATED IN SAID 6.83 ACRE TRACT OF LAND IN SAID SECTION WHICH LIES N36°52'11"W 3860.34 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION.

TOTAL LENGTH EQUALS 341.64 FEET OR 20.71 RODS

DESCRIPTION WATER LINE 3

A STRIP OF LAND 25.0 FEET WIDE SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 38 EAST, NMPM, LEA COUNTY, NEW MEXICO AND BEING 12.5 FEET RIGHT AND 12.5 FEET LEFT OF THE FOLLOWING DESCRIBED CENTERLINE SURVEY:

BEGINNING AT A POINT ON AN EXISTING WATER LINE SITUATED IN A 6.83 ACRE TRACT OF LAND IN SAID SECTION WHICH LIES N36°10'09"E 4060.46 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION; THEN N49°45'32"E 300.62 FEET TO A POINT IN SAID 6.83 ACRE TRACT WHICH LIES N31°58'03"W 4092.81 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION.

TOTAL LENGTH EQUALS 300.62 FEET OR 18.22 RODS

DESCRIPTION SEWER LINE 1

A STRIP OF LAND 35.0 FEET WIDE SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 38 EAST, NMPM, LEA COUNTY, NEW MEXICO AND BEING 17.5 FEET RIGHT AND 17.5 FEET LEFT OF THE FOLLOWING DESCRIBED CENTERLINE SURVEY:

BEGINNING AT A POINT ON THE NORTHEASTERLY BOUNDARY LINE OF A 6.83 ACRE TRACT OF LAND IN SAID SECTION WHICH LIES N29°05'42"W 3581.84 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION; THEN N62°51'08"W 23.82 FEET; THEN S28°43'10"W 5.71 FEET; THEN N67°00'33"W 210.41 FEET TO A POINT IN SAID 6.83 ACRE TRACT WHICH LIES N31°20'03"W 3787.22 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION.

TOTAL LENGTH EQUALS 239.64 FEET OR 14.52 RODS

DESCRIPTION SEWER LINE 2

A STRIP OF LAND 35.0 FEET WIDE SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 38 EAST, NMPM, LEA COUNTY, NEW MEXICO AND BEING 17.5 FEET RIGHT AND 17.5 FEET LEFT OF THE FOLLOWING DESCRIBED CENTERLINE SURVEY:

BEGINNING AT A POINT ON THE NORTHEASTERLY BOUNDARY LINE OF A 6.83 ACRE TRACT OF LAND IN SAID SECTION WHICH LIES N28°59'16"W 3547.88 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION; THEN S49°47'08"W 330.64 FEET; THEN S75°04'21"W 93.20 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID 6.83 ACRE TRACT WHICH LIES N35°44'01"W 3530.59 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION.

TOTAL LENGTH EQUALS 423.84 FEET OR 25.69 RODS

As more particularly described on that certain plat dated 2/14/2007 under Reception No. 3553, Lea County Records, Lea County, New Mexico, and made a part of this easement (collectively, the "Easement Property").

This Permanent Grant of Easement entitles the City all things necessary for long term maintenance of said City of Hobbs water mains and waste water (sewer) mains, including but not limited to installation and long term maintenance of a sewer main, including grading, trenching, backfilling, excavating dirt, paving, storage and operation of equipment and all other actions required for the construction and maintenance of the public utilities. No additional permanent structures shall be built in the easement area after the above date.

In exchange for the grant of easement, the City agrees to use and maintain the Easement Property in a good and workmanlike manner. The City agrees to carry out final clean-up and make any necessary repairs within the Easement Property and the adjacent property caused in connection with any construction, maintenance, repair or replacement performed by or on behalf of the City within the Easement Property.

The City, its successors and/or assigns shall have the permanent grant of utility easement for their use as long as it is being used and maintained by the City, its successors or assigns. However, if the easement property described above is not used and maintained by the City, its successors or assigns, then the easement shall terminate and the owners of the Easement Property shall be entitled to file a Certificate of Abandonment with the County Clerk or following the written request of any ground tenant under a ground lease encumbering the Easement Property.

IN WITNESS WHEREOF, the CITY sets their hand and seal on the date first written above.

CITY OF HOBBS, NEW MEXICO

By [Signature]
MONTY D. NEWMAN, MAYOR

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

The foregoing instrument was acknowledged before me on this 14th day of February, 2007, by Monty D. Newman, as Mayor, of the City of Hobbs, to me personally known, who being by me duly sworn did say that he is the duly elected Mayor and signing officer of the City of Hobbs, and that said instrument was signed on behalf of said City, and Monty D. Newman acknowledged said instrument, and acknowledged that he executed the same as his free act and deed and on behalf of the City.

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



[Signature]
Notary Public

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

FEB 21 2007
at 1:57 o'clock P
and recorded in Book 1498
Page 120
Method Hand Le County Clerk
By [Signature] Deputy



35154

*Return to City of Hobbs
Planning
300 N Turner
Hobbs, NM 88240*

**PARTIAL RELINQUISHMENT, DISCLAIMER AND TERMINATION
OF LEASEHOLD INTERESTS**

THIS PARTIAL RELINQUISHMENT DISCLAIMER AND TERMINATION OF LEASEHOLD INTERESTS (this "Partial Leasehold Termination") is made and executed on February 20, 2007, by the ECONOMIC DEVELOPMENT CORPORATION OF LEA COUNTY, a New Mexico corporation (the "Lessee"), whose address is 2702 N. Grimes Street, Hobbs, New Mexico, 88240, and the CITY OF HOBBS, NEW MEXICO, a New Mexico municipal corporation (the "City"), whose address is 300 N. Turner Street, Hobbs, New Mexico 88240.

That the Lessee has made and executed the following Ground Leases with the City (collectively, the "Ground Leases"):

Lease #1:

Description of Ground
Lease:

That certain Lease dated August 23, 1973, by and between the City, as ground lessor, and Industrial Development Corporation of Lea County, a New Mexico corporation ("IDC"), predecessor to the Lessee, as ground lessee.

Ground Landlord:

The City.

Current Term Expiration
Date:

August 31, 2023 subject to the ground lessee's right to two (2) additional renewal terms of twenty-five (25) years and twenty-three (23) years respectively in accordance with the terms of the Lease.

Lease #2:

Description of Ground
Lease:

That certain Lease Agreement dated May 2, 1983, by and between the City, as ground lessor, and IDC, predecessor to the Lessee, as ground lessee.

Ground Landlord:

The City.

Current Term Expiration
Date:

May 1, 2082.

The particular descriptions of the property and property rights of the Lessee sought by the City for public purpose and released and disclaimed herein by the Lessee as to Lessee's leasehold or any other interest are described by accurate surveyed metes and bounds description as follows:

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., CITY OF HOBBS, LEA COUNTY, NEW MEXICO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR WITH CAP MARKED "JWSC PS12641" SET FOR A POINT ON THE WEST RIGHT OF WAY LINE OF INDUSTRIAL ROAD FROM WHICH A BRASS CAP IN CONCRETE FOUND FOR THE SOUTHEAST CORNER OF SAID SECTION 7 BEARS N49°49'41"E 80.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE TEXAS/NEW MEXICO RAILROAD AND S40°10'19"E ALONG THE SAID RAILROAD RIGHT OF WAY LINE 2539.19 FEET AND S00°40'41"E ALONG THE EAST LINE OF SAID SECTION 7 A DISTANCE OF 1207.74 FEET;

THEN S49°49'41"W 414.94 FEET TO A 1/2" REBAR WITH CAP MARKED "JWSC PS12641" SET FOR THE MOST SOUTHERLY CORNER OF THIS TRACT;

THEN N40°10'19"W 351.06 FEET TO A 1/2" REBAR WITH CAP MARKED "JWSC PS12641" SET FOR AN INTERIOR CORNER OF THIS TRACT;

THEN S49°49'41"W 75.00 FEET TO A 1/2" REBAR WITH CAP MARKED "JWSC PS12641" SET FOR A CORNER OF THIS TRACT;

THEN N40°10'19"W 309.80 FEET TO 1/2" REBAR WITH CAP MARKED "JWSC PS12641" SET FOR THE MOST WESTERLY CORNER OF THIS TRACT;

THEN N49°49'41"E 489.94 FEET TO A 1/2" REBAR FOUND FOR THE MOST NORTHERLY CORNER OF THIS TRACT AND A POINT ON THE WEST RIGHT OF WAY LINE OF INDUSTRIAL ROAD;

THEN S40°10'19"E ALONG SAID WEST LINE OF INDUSTRIAL ROAD 660.86 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 297,451.34 SQUARE FEET AND 6.83 ACRES MORE OR LESS.

The above described property together with any and all improvements located thereon including without limitation the building commonly known as the "Levi Building" or the "Incubator Building" (collectively, the "Released Property")

Further, in connection with the proposed sale of the improvements located on the Released Property, the LESSEE AND THE CITY EXPRESSLY DECLARE AND AGREE AS FOLLOWS:

1. Partial Termination of the Ground Leases. The Lessee and the City hereby agree that with respect to the Released Property the Ground Leases and any other ground lease, contract or any other agreements between the Lessee and the City are hereby terminated and are null and void and of no further force and effect from and after the date hereof and neither party thereto has any further obligations or liabilities thereunder. This final release and disclaimer of interest constitutes a termination of the leasehold interest with respect to the Released Property created by the Ground Leases or any other ground lease, contract or other agreement between the City and the Lessee in connection with the Released Property and all associated rights therein.

2. Release. The Lessee does hereby remise, release, and forever discharge the City of and from any and all, and all manner of actions, causes of action, rights, suits, covenants, contracts, agreements, judgments, claims, right to compensation, and demands whatsoever in law or equity arising from and by reason of the City acquiring, appropriating and taking for its public use, control, possession, and ownership the Released Property and any property right, leasehold interests, easements, and licenses related thereto for the purpose of economic development and for the purpose of accomplishing the sale of the Incubator Building to Lea Regional Hospital, LLC, a Delaware limited liability company.

3. Representations and Warranties.

(a) The Lessee represents and warrants that it has the power and right to fully release all claims being released under this Partial Leasehold Termination by the Lessee and that no other entities or persons have any right to bring or assert any such released claims and the Lessee has not assigned or transferred any of such rights or claims to any other person or entity.

(b) The City represents and warrants that it has the power and right to fully release all claims being released under this Partial Leasehold Termination by the City and that no other entities or persons have any right to bring or assert any such released claims and the City has not assigned or transferred any of such rights or claims to any other person or entity.

4. Ratification. The Lessee and the City hereby acknowledge and agree that except for the termination of the Ground Leases with respect to the Released Property as set forth above, the Ground Leases remain in full force and effect and enforceable in accordance with their respective terms.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Dated this 20th day of February, 2007.

THE LESSEE:

ECONOMIC DEVELOPMENT
CORPORATION OF LEA COUNTY, a New
Mexico corporation

By: Debra P. Hicks
Name: Debra P. Hicks
Title: Chair

THE CITY

THE CITY OF HOBBS, NEW MEXICO
a New Mexico Municipal Corporation

By: Monty D. Newman
Name: Monty D. Newman
Title: Mayor

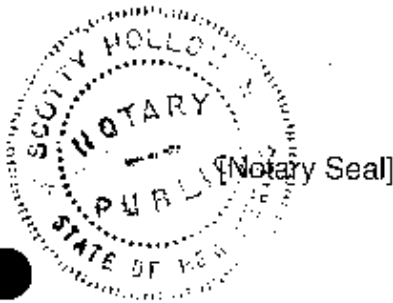
STATE OF NEW MEXICO §

§ SS.

COUNTY OF LEA §

I, Scotty Holloman, a notary public in and for said county in said state, hereby certify that Debra P. Hicks, whose name as the chair of Economic Development Corporation of Lea County, a New Mexico corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 15th day of February, 2007.



Scotty Holloman
Notary Public

My commission expires: 1-31-2008

STATE OF NEW MEXICO

§
§
§

COUNTY OF LEA

The foregoing instrument was acknowledged before me on the 21st day of February, 2007, by Monty D. Newman as Mayor of The City of Hobbs, New Mexico, a New Mexico Municipal Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited liability company.

Witness my hand and official seal.

My Commission Expires:

4-16-09



Kristie Parish
Notary Public

Kristie Parish
Printed Name of Notary Public
STATE OF NEW MEXICO
COUNTY OF LEA
FILED

FEB 21 2007
at 1:57 o'clock P
and recorded in Book 1498
Page 127
By McInda Dughi County Clerk
By Barbara Deputy



AFFIDAVIT OF PUBLICATION

State of New Mexico,
County of Lea.

I, KATHI BEARDEN

Publisher

of the Hobbs News-Sun, a
newspaper published at
Hobbs, New Mexico, do solemnly
swear that the clipping attached
hereto was published once a
week in the regular and entire
issue of said paper, and not a
supplement thereof for a period.

of 2
_____ weeks.

Beginning with the issue dated

November 10 2006
and ending with the issue dated

November 11 2006

Kathi Bearden

Publisher

Sworn and subscribed to before

me this 13th day of

November 2006

Notary Public.

My Commission expires
February 07, 2009
(Seal)



OFFICIAL SEAL
DORA MONTZ
NOTARY PUBLIC
STATE OF NEW MEXICO

My Commission Expires: _____

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

LEGAL NOTICE November 11, 2006

NOTICE IS HEREBY GIVEN that on the 4th day of December, 2006, at its regular meeting at 6:00 p.m., in the City Commission Chambers at City Hall, 300 North Turner, Hobbs, New Mexico, the governing body of the City of Hobbs proposes to adopt an ordinance which reads as follows:

WHEREAS, the City of Hobbs, a municipal corporation, is the owner of a building and site improvements located at 5625 N. Lovington Highway, formerly known as the Incubator Building and listed on the City of Hobbs Asset List as the "Incubator Site," and hereinafter referred to as the "Building;" and

WHEREAS, the City of Hobbs, a municipal corporation, is the owner of a ±6.83 acre tract of land situated in the Hobbs Industrial Air Park (HIAP), and hereinafter referred to as the "Leasehold Property;" and

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

WHEREAS, an appraisal of value has been completed and the land value was determined to be \$147,000, the value of the building was determined to be \$399,000, and the combined value was determined to be \$546,000; and

WHEREAS, this issue was reviewed by the HIAP Board at the August 16, and September 26, 2006 meetings; and

WHEREAS, unless a referendum election is held, this Ordinance authorizing the sale of the Building and the ground lease of the Leasehold Property shall be effective forty-five (45) days after its adoption.

WHEREAS, inclusive in this Ordinance are the following:

A. The Building Purchase Agreement:

1. Terms of Building Purchase Agreement: The City proposes to sell the Building for the negotiated purchase price of \$546,000.

The sale of the City-owned real property improvement must be approved by City Ordinance, pursuant to Section 3-54-1, NMSA 1978, as amended.

The Building Purchase Agreement containing the terms of the purchase is a part of this Ordinance, is attached hereto and is incorporated herein by reference.

2. Appraised Value of Municipally-owned Improvement Asset: The appraised value of the Building was determined to be \$399,000.

3. Schedule of Payments: The purchase price of \$546,000 is to be made at closing.

4. Purchaser of Building: Lea Regional Hospital, LLC, 5419 N. Lovington Highway, Hobbs, NM 88240.

5. Purpose of Municipal Sale: Regional Medical Facility and Economic Development - Site acquisition for expansion to Lea Regional Medical Center.

B. The Ground Lease.

1. Terms of Ground Lease: The City proposes to lease the Leasehold Property for a 75 year period with the negotiated annual rent set at \$1,000 per year for the first five years of the Lease.

The lease of the City-owned real property must be approved by City Ordinance pursuant to Section 3-54-1 NMSA 1978, as amended.

The Ground Lease containing the terms of the lease and Protective Covenants for the real property is part of this Ordinance, is attached hereto and is incorporated herein by reference.

2. Appraised Value of Municipally-owned Real Property: The appraised value of the real property was determined to be \$147,000 for the 6.83 acre tract.

3. Schedule of Payments: The Annual Rent is to be paid in the amount of \$1,000 per year with the payment to be made on the Commencement Date or the anniversary thereof.

4. Option to Purchase: The Lessee is granted the Option to Purchase the Leasehold Property at any time during the Term of the Lease with the purchase price to be set at market value at the time of the intended purchase.

5. Lessee of Property: Lea Regional Hospital, LLC, 5419 N. Lovington Highway, Hobbs,



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 4, 2006

SUBJECT: AN ORDINANCE APPROVING A BUILDING PURCHASE AGREEMENT TO SELL THE INCUBATOR BUILDING AND APPROVING A LEASE FOR A +6.83 ACRE REAL PROPERTY OF MUNICIPALLY OWNED LAND LOCATED IN SECTION 7, T18S, R38E, NMPM IN LEA COUNTY IN THE HOBBS INDUSTRIAL AIR PARK TO THE LEA REGIONAL HOSPITAL, LLC.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: November 27, 2006
SUBMITTED BY: Joe Dearing, City Planner

Summary: Final Reading of the Ordinance to authorize publication of the Ordinance to approve the Purchase Agreement to Sell the Incubator Building & Site Improvements and To Lease the 6.83 acre tract of land to the Lea Regional Hospital LLC.

The City of Hobbs is proposing to sell the Incubator Building and Site Improvements and to lease the 6.8 acre tract of real property in the Hobbs Industrial Air Park (HIAP) to the Lea Regional Hospital LLC. The Incubator Building with associated site improvements is being sold by the City to the Lea Regional Hospital for the negotiated purchase price of \$546,000. The building and 6.8 acre parcel is located north of the existing hospital site on the east boundary of the Hobbs Industrial Air Park, and within the EDC Lease 235 acre area. The incubator site has considerable frontage on Industrial Street and visibility from Lovington Highway. A map of the Site is attached.

An appraisal of value for the site was obtained from local appraiser Mr. David Bradley. The appraised value of the land (6.83 acres) was determined to be \$147,000. Since the land value is greater than \$25,000, the lease must be approved by an Ordinance. The appraisal valued the building at \$399,000; and the entire site including the real property (land) at \$546,000. A grant application has been made and the application has stated that the proceeds of the sale would be used as local share match to create a new incubator building complex. A Lease of the 6.8 acre tract from the City to the Hospital is recommended in order for the Hospital to acquire title insurance in closing the purchase of the building.

The annual rent on the lease is proposed at \$1,000 for the first five years of the Lease. The rent is then proposed to increase based on the change in the CPI during the first five years. Thereafter, a similar adjustment would be made following each subsequent 5 year period. The purpose of the sale is Economic Development & expansion of the Regional Medical Facility.

The Lease proposes that the Lessee is granted the Option to Purchase the Leasehold Property at any time during the term of the Lease. The purchase price would be based on the market value of the land at the time of the exercise of the option to purchase.

The proposal was discussed by the HIAP Board at the August 16, 2006 and September 25, 2006 meeting. A staff memo summarizing the position of the HIAP Board is attached for information of the City Commission. Minutes of the September 25 meeting were previously transmitted to the Commission.

If the City Commission approves the publication of this Ordinance, then the final passage could occur on December 4. Three additional related issues will be brought before the City Commission at the November 6 meeting: 1) Protective Covenants on the Leasehold Property to coordinate with the Lease; 2) to approve the Assignment of the existing leases (1973 & 1983) from the EDC to the Hospital; and 3) to approve a Release of Property and Use Covenant required by the US Economic Development Administration, since EDA grant funds were used to refurbish the building in 1986.

Options for the City Commission to consider or 1) Approve the Ordinance and sell the building and lease the property to the Lea Regional Hospital, LLC; 2) Vote no and deny the proposal; or 3) Request staff to negotiate a modified proposal with the Hospital.

Fiscal Impact:

Reviewed By:

Finance Department

The City is leasing the parcel at \$1,000 per year annual rent. The rent payments will be deposited into Fund #20 Airport Special Revenue Fund. The payment to the City for the land will foster the development of the incubator site.

Attachments: Ordinance; Building Purchase Agreement; Lease with attachments of the Survey Plat; Site Map; Appraisal Information; Memo on HIAP Board concerns & issues; and Letter from the EDC.

Legal Review:

Approved As To Form: Joan McManis
City Attorney

Recommendation:

Staff recommends approval of the Ordinance to approve final passage of the Building Purchase Agreement and the Lease with the Lea Regional Hospital LLC.

Approved For Submittal By:

Joe Downing
Department Director
San Hatt
City Manager

**CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN**

Resolution No. _____	Continued To: _____
Ordinance No. _____	Referred To: _____
Approved _____	Denied _____
Other _____	File No. _____



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
September 16, 2024

SUBJECT: Resolution No. 7541 - Determining that Certain Properties are Ruined, Damaged and Dilapidated Requiring Remediation or Removal from the Municipality (1411 East Dunnam and 102 South Willow)

DEPT OF ORIGIN: Police

DATE SUBMITTED: 9/4/2024

SUBMITTED BY: Jessica Silva, Community Services Superintendent

Summary:

In its continuing promotion of safety and clean-up efforts within city limits, the Hobbs Police Department-Community Services Division has identified properties which present health, life and safety hazards, which warrant remediation. The properties are in dire need of repair. The properties located at 1411 E. Dunnam and 102 S. Willow are ruined, damaged and dilapidated and a menace to the public comfort, health and safety. Attachment A contains the information for the properties.

Fiscal Impact:

The demolition and clean-up of these properties will cost approximately \$13,320.32. The current budget in the "Professional Services" line item of the Community Services Budget (01340-42601) has an adequate balance to sustain this expenditure.

Attachments:

RESOLUTION APPROVING CONDEMNATION-FINAL DRAFT
ATTACHMENT A FOR COMMISSION SUBMITTAL 9-4-2024-(DUNNAM, WILLOW)
POWERPOINT FOR COMMISSION MEETING SEPTEMBER 16 2024

Recommendation:

Motion to approve the resolution.

Approved By:

August Fons, Police Chief	9/6/2024
Toby Spears, Finance Director	9/6/2024
Valerie Chacon, City Attorney	9/6/2024
Manny Gomez, City Manager	9/6/2024

CITY OF HOBBS

RESOLUTION NO. 7541

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

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

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

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

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

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

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

PASSED, ADOPTED AND APPROVED this 16th day of September, 2024

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Attachment A

	Address	Owner	Owner's Address	Estimated Cost of Demolition/ Cleanup
1	1411 E. Dunnam Hobbs, Lea County, NM, 88240 *A tract of land located in Section 35, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico, and being more particularly described as follows: Beginning 392.3' North from the Northwest corner of Lot Three (3), Block (1), East Highland Addition, thence North 27.7 feet; thence N89°36'E 225 feet; thence South 26 feet; thence S89°36'W 81 feet; thence South 159.7 feet; thence South 89°36'W 24 feet thence South 220 feet; thence S89°36'W 68 feet to the point of beginning.	Roberson, Tom & Josie (Both Deceased)	1411 E. Dunnam Hobbs, NM, 88240	\$7,459.38
2	102 S. Willow Hobbs, Lea County, NM, 88240 * Lots Twenty-six (26), Block (10), Morningside Heights Addition to the City of Hobbs, Lea County, New Mexico, as referenced on that certain Plat filed August 29, 1951.	Cunningham, Annette Brenda	1421 Worley Dr. Denver, CO, 80221	\$5,860.94

CONSIDERATION FOR CONDEMNATIONS

Commission Meeting: September 16, 2024

1411 E. DUNNAM



- ④ This Mobile Home caught fire March 3rd, 2023. Total loss.
- ④ Condemnation process began November 2023.
- ④ Condemnation process paused due to demo permit being issued.
- ④ Work has come to a halt in over 3 months.
- ④ Both owners are deceased.



1411 E. DUNNAM



- ④ Condemnation process began May 2024.
- ④ Owner deceased. Probate filed and contact with new owner took place in July 2024.
- ④ Illegal burning in May 2024.
- ④ Vegetation is overgrown and has been maintained by the City for some time.
- ④ Squatters in and out of the property.
- ④ Makeshift housing built on property deemed unsafe and unsanitary.

102 S. WILLOW



102 S. WILLOW



102 S. WILLOW



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
September 16, 2024

SUBJECT: Resolution No. 7542 - Rescinding Condemnation on Certain Properties

DEPT OF ORIGIN: Police

DATE SUBMITTED: 9/4/2024

SUBMITTED BY: Jessica Silva, Community Services Superintendent

Summary:

The City of Hobbs is proposing a Resolution to rescind condemnation of certain properties. These properties were previously condemned, but are no longer ruined, damaged, dilapidated and a menace to public comfort, health and safety. Pursuant to Section 8.24.010 of the Hobbs Municipal Code, the City of Hobbs may condemn a property if it is determined ruined, damaged, dilapidated and a menace to public comfort, health and safety and require such properties to be removed. The properties listed in attachment "A" have all been demolished or renovated, therefore, rendering the properties in compliance with the Hobbs Municipal Code. This Resolution will rescind the condemnation designation from the properties described in attachment "A", for they are no longer ruined, damaged, dilapidated, or a menace to public comfort, health and safety.

Fiscal Impact:

No fiscal impact.

Attachments:

Resolution -Rescinding condemnation

ATTACHMENT A FOR COMMISSION SUBMITTAL 9-16-2024 - GOLD, HANNAH, MARLAND - RESCINDING

Request to Rescind Condemnations powerpoint 9-16-24 GOLD, HANNAH, MARLAND

Recommendation:

Motion to approve the resolution.

Approved By:

August Fons, Police Chief 9/4/2024

Toby Spears, Finance Director 9/5/2024

Valerie Chacon, City Attorney 9/6/2024

Manny Gomez, City Manager 9/6/2024

CITY OF HOBBS

RESOLUTION NO. 7542

A RESOLUTION RESCINDING CONDEMNATION ON CERTAIN PROPERTIES THAT
HAVE PREVIOUSLY BEEN DETERMINED TO BE RUINED, DAMAGED,
DILAPIDATED AND A MENACE TO PUBLIC COMFORT, HEALTH AND SAFETY

WHEREAS, pursuant to Section 8.24.010 of the Hobbs Municipal Code, and NMSA 1978, § 3-18-5, the City may condemn a property if the property is determined to be ruined, damaged, dilapidated and a menace to public comfort, health and safety and required such property to be removed; and

WHEREAS, the City has inspected the properties described in Attachment "A", which have been previously condemned by this commission; and

WHEREAS, the City finds the properties in Attachment "A" to be in compliance with the Hobbs Municipal Code; and

WHEREAS, the City Commission desires to rescind the condemnation of the properties listed in Attachment "A" as the properties are no longer ruined, damaged, dilapidated, or a menace to the public comfort, health and safety.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Hobbs that the condemnation of the properties listed in Attachment "A" is hereby rescinded.

PASSED, ADOPTED AND APPROVED this 16th day of September, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Attachment A

	Address	Owner	Owner's Address
1	818 W. Gold Hobbs, Lea County, NM *Lot One (1), Block – A (8-A), First Unit of the North Acres Sub Division to the City of Hobbs, Lea County, New Mexico as referenced on the official plat thereof filed in the office of the County Clerk for Lea County, New Mexico.	Alex B. & Annie F. Fraley (Owner when Condemned) Pruett, J Tom II (Current Owner)	818 W. Gold Hobbs, NM, 88240 1403 W. Calle Sur St. Hobbs, NM, 88240
2	1229 S. Hannah * Lot Six (6) of the G&H Subdivision to the City of Hobbs, Lea County, New Mexico, as referenced on the official Plat filed October 31, 2019. *Only Condemning the structure known as 1229 S. Hannah on the parcel.	Glen R. Payne & Heather I. Payne (Owner when condemned) Lopez, Jaime Sr. (Current Owner)	13 Burgess Hobbs, NM, 88241 1237 S. Mckinley Hobbs, NM, 88240
3	1310 E. Marland Hobbs, Lea County, NM *A tract of land located in the East Half (E/2) of the Southwest Quarter (SW/) of Section 35, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico, described by metes and bounds as follows: Beginning at a point which lies East 1711.7 feet from the Southwest	Lopez, Marcello ETUX (Deceased) Lopez, Samuel (Son) Lopez, Richard (Son) (Owners when condemned listed above) Solarzano, Jerry (Current Owner)	209 E. Berry Hobbs, NM, 88240 73 Tamerisk Circle Abilene, TX, 79606 2140 Lakeland Drive Canyon Lake, TX, 78133 929 E. Katy Lane Hobbs, NM, 88240

	corner of said Section 35; thence N0°1 'West 140.0 feet; thence West 50.0 feet; thence South0°1 ' East 140.0 feet; thence East 50.0 feet to the point of beginning.		
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Request to Rescind Condemnations

Commission Date: September 16, 2024

818 W. Gold (Before & After)



1229 S. Hannah (Before) & After



1310 E. Marland (Before & After)





CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
September 16, 2024

SUBJECT: PUBLICATION - Proposed Ordinance Amending Chapter 6.04 of the Hobbs Municipal Code Related to Animals

DEPT OF ORIGIN: Legal

DATE SUBMITTED: 8/22/2024

SUBMITTED BY: Amber Leija, Assistant City Attorney

Summary:

On November 2, 2009, the City Commission adopted Ordinance No. 1024, including section 6.04.100, which set forth procedures for the Seizure and Disposition of animals who were being cruelly treated. Ordinance No. 1024 also included section M, which set forth the criminal charges that could be filed when animals were being cruelly treated. The City attorney's office suggests removing 6.04.100 to its own chapter, 6.07.000, along with updating the procedure that is to be followed by Officers when they come across an animal they believe is being cruelly treated. Additionally, we would like to remove the criminal violations for Cruelty and add it to the procedure section under 6.04.380, where all other animal violations are listed. All charges after 6.04.380 will also be updated accordingly.

Fiscal Impact:

No fiscal impact.

Attachments:

Final Cruelty Revisions

Cruelty Ordinance

REQUESTING PUBLICATION OF AMENDED ORDINANCE

Recommendation:

Motion to approve publication of the proposed ordinance.

Approved By:

Valerie Chacon, City Attorney 9/6/2024

Toby Spears, Finance Director 9/6/2024

Valerie Chacon, City Attorney 9/6/2024

Manny Gomez, City Manager 9/6/2024

Jan Fletcher, City Clerk 9/9/2024

Title 6 ANIMALS¹

Chapter 6.04 HOBBS ANIMAL ORDINANCE

6.04.010 Short title.

This chapter shall be known and may be cited as the "Hobbs Animal Ordinance".

It is the intent of the City Commission that enactment of this chapter will protect animals from neglect and abuse, will protect residents from annoyance and injury, will encourage responsible ownership of animals as pets, will assist in providing housing for animals in an adoption center and will partially finance the Animal Protection Department's functions of adopting, housing, licensing, enforcement and recovery. It is the intent of the City Commission to organize and utilize advisory groups to assist with improving public awareness about subjects pertaining to the enactment of this chapter.

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

6.04.020 Definitions.

For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

"Abandon" means to leave an animal for more than twenty-four (24) hours without making effective provisions for its proper feeding and care.

"Animal" means any vertebrate member of the animal kingdom except humans.

"Animal Protection" means the staff, facility, programs, kennels, lot, premises, and buildings maintained by the City for the implementation of the protection and care of animals.

"Animal Protection Officer" means a City of Hobbs Animal Protection officer or supervisor.

"Animal Fighting Paraphernalia" means equipment that any reasonable person would ascertain is used for animal fighting purposes which includes, but is not limited to:

1. Instruments designed to be attached to the leg of a bird, such as (a) boxing gloves, knife, gaff, or other sharp instrument;
2. Items to train and condition animals to fight including, but not limited to, hides or other material used as hanging devices to strengthen and/or condition dogs, wooden sticks or handles used to pry open dog's jaws, performance enhancing drugs or substances, or food or water additives; and

¹Editor's note(s)—Ord. No. 1024, adopted Nov. 2, 2009, repealed the former Title 6, Ch. 6.04., §§ 6.04.010—6.04.090 and enacted a new Title 6 as set out herein. The former Title 6 pertained to animals and derived from Prior code §§ 6-1—6-8; Ord. 826 § 3 (part), 1995; Ord. 903, 2003; Ord. 909 (part), 2003; Ord. 933 (part), 2005; Ord. 1018, Amd. 2, 9-21-2009. For a complete derivation see the Ordinance Disposition list and Code Comparative Table at the end of this volume.

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3. The presence of any animal that appears to be a fighting animal alone or together with animals suspected of being used as bait animals including but not limited to rabbits, cats, and other dogs.

"Bait animal" is an animal used to train and/or condition other animals to fight and includes but is not limited to dogs, cats, and rabbits exposed to attack by other animals used or trained to be used in fighting or to make the attacking animal more confident and aggressive.

"Bite" means an actual puncture or tear of the skin inflicted by the teeth of an animal.

"Bona Fide Animal Show" includes events sanctioned by organizations such as the American Kennel Club (AKC) or North American Dog Agility Council (NADAC), generally organized by local clubs, and including conformation events or performance events such as obedience, agility, and tracking.

"Breeding" means permitting, either intentionally or unintentionally, a female dog or cat to produce offspring.

"Canine hybrid" means:

1. Any canine which has or had a pure wolf or pure coyote as a parent or grandparent; or
2. An animal represented by its owner to an Animal Protection Officer, law enforcement officer, or to a veterinarian to be the offspring, cross, mix, or hybrid of a wolf or coyote within the preceding two (2) generations; or
3. Any animal which, because of its pure wolf or pure coyote ancestry, cannot be vaccinated against rabies.

"City" means the area within the jurisdictional boundaries of the City of Hobbs, including privately owned land, excluding the area within the jurisdiction of the United States Government or the State of New Mexico.

"City Manager" means the City Manager of the City of Hobbs or his designated representative(s).

"Commission" means the Mayor and City Commissioners.

"Confinement" means detainment or isolation of an animal.

"Dangerous animal" means any of the following:

1. An animal which, when unprovoked, engages in behavior that requires a defensive action by a person to prevent bodily injury to a person or another animal which is off the property of the owner of the animal in question.
2. An animal which, when unprovoked, injures a person in a manner which does not result in muscle tears or disfiguring lacerations, or require extensive corrective or cosmetic surgery.
3. An animal which, because of its poisonous sting or bite, would constitute a significant hazard to the public.

"Designee or designated representative" means the Animal Protection Supervisor or other appropriate staff.

"Enclosed" means a parcel of land completely surrounded at the perimeter by a wall or fence of sufficient height and strength to contain animals within, or by an electric or invisible fencing that has been approved by the City Manager.

"Establishment" means a place of business together with its grounds and equipment.

"Fowl" means turkeys, geese, ducks, guineas, chickens and all other domesticated fowl.

"Grooming parlor" means an establishment or part thereof maintained for the purposes of performing cosmetological services for animals.

"Guard dog" means a dog that is used to protect a commercial property, but excludes a dog used exclusively to guard livestock.

"Hobby breeder site" means a non-commercial animal facility or premises operated by a person involved in voluntary or involuntary breeding of dogs or cats and the resultant offspring are not sold for resale to commercial outlets or for the purpose of research, testing, or laboratory experimentation.

"Household" means the collection of individuals, related or not, who reside at one (1) street address.

"Kennel" means a commercial establishment operating for intended profit where dogs or cats are boarded, kept, or maintained.

"Kennel area" is a secure space within which an animal is housed that is of sufficient height and strength to contain the animal within and provide sufficient room for the animal to comfortably move around within the structure. This includes all area available to the animal during a twenty-four-hour period.

"Licensed veterinarian" means an individual with a doctor of veterinary medicine degree who is licensed to practice in the state.

"Livestock" means horses, cattle, pigs, sheep, goats, rabbits, fowl, or any other domestic animals typically used in the production of food, fiber, or other products or activities defined by the City Manager as agricultural.

"Lot" means a parcel or plot of ground with common ownership. To be one (1) lot all the ground contained within said plot or parcel must be contiguous.

"Multiple animal site permit" means permit issued to an individual/household who does not qualify as a shelter, refuge, professional animal establishment, or hobby breeder but who wishes to keep dogs or cats in excess of the maximum allowed under this title.

"Owner" means a person eighteen (18) years of age or older or the parent or guardian of a person under eighteen (18) years of age who owns, harbors, keeps an animal, has one (1) in his care, or permits an animal to remain on or about the premises owned or controlled by him.

"Person" means an individual, household, firm, partnership, corporation, company, society, association or legal entity, and every officer, agent or employee thereof.

"Permitted premises" means the establishment, household, property or site for which a valid permit has been issued by the City for use as a kennel, grooming parlor, pet shop, refuge, shelter, hobby breeder site or multiple animal site.

"Pet shop" means any premises, or part thereof, open to the public which engages in the purchase, sale, exchange or hire of animals of any type, except the term shall not apply to premises used exclusively for the sale of livestock.

"Premises" means a parcel of land and the structures thereon.

"Professional animal establishment" means any kennel, grooming parlor, or pet shop, with the exception of state inspected veterinary hospitals and federally inspected laboratory facilities and zoos.

"Qualified assistance animal" means:

1. A dog trained or being trained by a recognized school for training dogs to assist persons with disabilities.
2. An animal recognized as a service animal pursuant to the Americans with Disabilities Act of 1990.
3. Any other animal approved by the governor's committee on concerns of the handicapped as acceptable in public places and trained to provide some special assistance to a person with a disability.

"Quarantine" means detention or isolation of an animal in order to observe for rabies or other communicable diseases.

"Refuge" means an establishment owned or operated by a non-profit organization whose sole function is to aid and comfort more than four (4) animals, and where animals are not bred.

"Rescue animal" means animals that are rescued by a bona fide humane society or other recognized rescue organization or by an individual who received prior written recognition by the City Manager to rescue and temporarily care for animals in order to place them into permanent homes.

"Residential neighborhood" means an area where at least ninety (90) percent of the lots in the block containing the subject lot and the block facing the subject lot are single or multi-family residences or vacant.

"Shelter" means a non-profit animal facility operated by an individual or group or member of a recognized animal humane association for the purpose of bringing aid and comfort to dogs or cats, and where animals are not bred.

"Show animal" means a dog or cat, which is registered with a recognized registry organization, or is a member of a breed which is not eligible to be registered if that breed has been approved by the City Manager and which is involved in bona fide animal shows.

"Sterilized" means to be rendered permanently incapable of reproduction.

"Stray" means a dog, canine hybrid or livestock found running at large.

"Supervisor" means the Supervisor of the Animal Protection Department of the City of Hobbs.

"To run or running at large" means any dog, canine hybrid or livestock free from physical restraint beyond the boundaries of the owner's premises.

"Trap, neuter and return (TNR)" is the practice of humanely trapping un-owned cats, having them evaluated, vaccinated, sterilized and ear-tipped by a veterinarian and returning them to the location where they were trapped.

"Trolley" means a cable strung between two (2) fixed and stable points, to which a dog on a tether is attached, allowing for freedom of movement.

"Vaccination" means protection provided against rabies by inoculation with a vaccine as required by NMSA 1978 § 77-1-3 (1979).

"Vicious animal" means an animal which kills or seriously injures a person or domesticated animal; resulting in muscle tears or disfiguring lacerations, requiring multiple sutures or extensive corrective or cosmetic surgery. Vicious animal does not include an animal which bites, attacks or injures a person or animal that is unlawfully upon its owner's premises. The provocation of an animal by a person is an affirmative defense to a charge of keeping or harboring a vicious animal.

"Weatherproof enclosure" means an enclosure designed to protect the animal against disagreeable or harmful atmospheric conditions, i.e. storm, rain, snow, etc.

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

6.04.030 Rules and regulations.

Reasonable rules and regulations may be prescribed by the City Manager to carry out the intent and purpose of this chapter, pursuant to standards created by this chapter. The City Manager may delegate his powers to the Supervisor as he may deem expedient. The Supervisor may delegate such powers to the duly appointed Animal Protection Officers as he may deem expedient. An Animal Protection Officers shall wear a uniform and shall carry appropriate identification. Identification is to be surrendered to the City upon cessation of employment.

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

6.04.040 Procedures for complaints.

- A. A complaint alleging any violation of this chapter may be filed with the City by a person who has personal knowledge of such violation and who can identify the owner of the animal involved or the premises where the animal is located. The City Manager may require the complainant to provide his name and address and swear to and affirm the complaint.
- B. It is unlawful for any person to intentionally make a report to the City Manager, which that person knows to be false at the time of making it, alleging a violation by another person of any violation of the Hobbs Animal Ordinance.

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

6.04.050 Procedure for City Manager and Animal Protection Officers.

- A. The City Manager, Supervisor and Animal Protection Officers shall have the authority, and are directed to investigate upon probable cause, any alleged violation of this chapter or of any law of the State of New Mexico relating to the care, treatment, control and prevention of cruelty to animals.
- B. Animal Protection Officers are authorized to inspect premises as necessary to perform their duties. If the owner or occupant of the premises objects to inspection, a warrant shall be obtained from a court of competent jurisdiction prior to inspection. No warrant shall be necessary if probable cause exists to believe that there is an emergency requiring such inspection or investigation.
- C. Whenever the City Manager has probable cause to believe that a person has violated this chapter, the City Manager may prepare a criminal complaint to be filed with the appropriate court or prepare a citation for the alleged violator to appear in court. The citation shall contain the name, address and telephone number, if known, of the person violating this chapter, the driver's license number of such violator, if known, the code section allegedly violated, and the date and place when and where such person allegedly committed the violation, and the location where such person shall appear in court and the deadline for appearance. The City Manager shall present the citation to the person he has probable cause to believe violated the code section in order to secure the alleged violator's written promise to appear in court by having the alleged violator sign a copy of the citation. The City Manager shall deliver a copy of the citation to the person promising to appear.
- D. If the alleged violator refuses to give his written promise to appear, the City Manager shall file a criminal complaint with the City of Hobbs Municipal Court.
- E. Neither the City Manager nor the Supervisor nor the Animal Protection Officers shall have the authority to dismiss a citation.

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

6.04.060 Waiver.

- A. The City Manager shall have the authority to grant waivers.
- B. Any person seeking a waiver pursuant to this title shall file a written application with the City Manager. The written application shall contain information which describes the ordinance section for which a waiver is requested and the reason for the waiver.

(Supp. No. 14)

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- C. Any person seeking a waiver shall indicate in his application to the City Manager the specific reason why he should not be required to meet the established ordinance criteria. The applicant shall also include a written statement that he has personally contacted all residents and owners of properties within four hundred (400) feet of the property in question and none oppose the waiver being requested.
 - D. In determining whether to grant or deny the application, the City Manager shall balance the hardship to the applicant, the community and other persons of not granting the waiver against the potential adverse impact on the animals and residents affected.
 - E. Waivers shall be granted by notice to the applicant and all residents and owners of properties within four hundred (400) feet and may include all necessary conditions, including time limits, on the permitted activity. The waiver shall not become effective until all conditions are agreed to by the applicant. Noncompliance with any condition of the waiver shall terminate it and subject the person holding it to those provisions of this title.

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

6.04.070 Fees, permits and licenses.

- A. Fees for licenses, services and permits required pursuant to this chapter shall be established through resolution adopted by the Commission.
- B. A permit is not a property right.
- C. The City Manager can refuse to issue, revoke, suspend or modify permits and impose conditions or limits upon the issuance of permits, including the declaration of moratoria regarding issuance of permits.
- D. Permits expire on December 31st of each year, unless otherwise specifically provided in this title.
- E. Permit fees paid after July 1st in initial year of purchase will be prorated by the month. Permit renewals shall not be prorated.
- F. A late fee of fifty dollars (\$50.00) or fifty (50) percent of the permit fee, whichever is less, shall be charged for all permit renewals after January 31st of each year.
- G. Permits are not refundable or transferable except as provided for in this title.

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

6.04.080 City animal protection facilities.

- A. There are established one (1) or more City animal protection facilities which shall be located in such numbers and at such sites as shall be designated by the Commission.
- B. The animal protection facilities shall be operated to provide service to the general public during the hours set by the City Manager.

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

6.04.090 Impounding animals.

- A. An Animal Protection Officer may take up and impound in any designated animal protection facility stray animals or livestock or any animal or livestock kept or maintained contrary to the requirements of this code.
- B. The animal shall be confined in accordance with the City's regulations.

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- C. The owner shall be responsible for all impound fees, boarding fees and other costs whether or not the animal is reclaimed.
- D. Reclaim of animal and payment of fees or presentment of valid permit does not waive prosecution for violations under this chapter.
- E. The owner shall be required to abide by one of the following in order to reclaim any unsterilized dog or cat:
1. An unsterilized dog or cat reclaimed by its owner shall be released upon presentment of a valid hobby breeder permit plus payment of impound fees, boarding fees and other costs imposed by the City; or
 2. An unsterilized dog or cat reclaimed by its owner shall be released upon entering into a sterilization contract and payment of the sterilization fee plus payment of impound fees, boarding fees and other costs imposed by the City.
 3. Sterilization fee will be refunded to the owner of any dog or cat that is sterilized by a licensed veterinarian, other than the veterinarian contracted with the City, within thirty (30) days after release. To obtain a refund the owner must provide a written certificate from the licensed veterinarian stating the animal has been neutered or spayed containing sufficient description to match reclaimed animal.
 4. Canine hybrid will not be released unsterilized.
 5. Owner must provide proof that they possess a current City license (or proof of non-residency) and rabies vaccination for the animal.
- F. A sterilized dog with current rabies vaccination, current City license, and a microchip may be reclaimed without owner being cited for running at large once each calendar year. Owner shall be responsible for impound and boarding fees.
- G. Any animal which is not reclaimed becomes the property of the City and may be placed for adoption or humanely destroyed in accordance with City's policy and procedures.
- H. The Animal Protection Department may require inspection of enclosures for livestock prior to reclaim.
- I. The City Manager is hereby authorized to place for adoption unclaimed livestock that has been impounded by the City and to execute adoption papers to the purchaser at the end of a ten-day waiting period.
1. Adoption of large livestock may be done after submitting a sealed bid to the Animal Protection Department.
 2. Adoption of small livestock may be done after paying an adoption fee to the Animal Protection Department.
- J. The Supervisor shall maintain, for a reasonable period of time or as required by law, a record of all animals impounded. At least the following information shall be included:
1. Complete description and picture of the animal;
 2. Manner and date of its acquisition;
 3. Date, manner, and place of impoundment;
 4. Impoundment number;
 5. Date, manner, and description of final disposition.
- K. Owner relinquishing an animal shall be required to complete an owner's release at the time of impoundment.

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- L. An Animal Protection Officer may take possession of a stray animal not wearing a current rabies tag, if required, who is deemed critically injured or critically ill for euthanizing. A report must be filed with the City Manager.
 - M. Whenever the City Manager finds that any animal is or will be without adequate care because of injury, illness, incarceration or other absence of the owner or person responsible for the care of such animal, the City Manager may take up such animal for protective care. The owner of the animal may reclaim the animal after paying all required fees and costs imposed by the City. If the animal is unclaimed at the end of the protective custody period, the animal will become the property of the City and may be placed for adoption, be humanely destroyed or otherwise disposed of by the City.

(Ord. No. 1024, 11-2-2009; Ord. No. 1111, 1-2-2018)

State law reference(s)—Sterilization agreement and sterilization deposit required, NMSA 1978, § 77-1-20 (1993).

~~6.04.100 Seizure and disposition of animals.~~

- ~~A. A Peace Officer or Animal Protection Officer who reasonably believes that the life or health of an animal is endangered due to cruel treatment may apply to the district court, magistrate court, or the municipal court for a warrant to search for and seize an animal or animals.~~
- ~~B. If the court finds probable cause that the animal is being cruelly treated, the court shall issue a warrant for the seizure of the animal. The court shall also schedule a hearing on the matter as expeditiously as possible within thirty (30) days unless good cause is demonstrated by the City.~~
- ~~C. The officer seizing animals under the warrant shall give a copy of the affidavit for the search warrant, the search warrant, and a copy of the inventory of the animal or animals seized to the person from whose possession or premises the animals were taken.~~
- ~~D. If the owner of the animal cannot be located or cannot be determined, a copy of the affidavit for the search warrant, the search warrant, and the inventory of the animals seized shall be conspicuously posted at the place where the animals were seized at the time the seizure occurs.~~
- ~~E. Written notice regarding the time and location of the hearing shall be provided to the owner of the seized animal. The court may order publication of a notice of the hearing in a newspaper closest to the location of the seizure.~~
- ~~F. At the option and expense of the owner, the seized animals may be examined by a licensed veterinarian of the owner's choice.~~
- ~~G. If the court finds that the seized animal is not being cruelly treated, and the animal's owner is able to adequately provide for the animal in a manner consistent with this title, the court shall return the animal to its owner.~~
- ~~H. If the court finds that the seized animal is being cruelly treated or that the animal's owner is unable to adequately provide for the animal in a manner consistent with this title; the court shall hold a hearing to determine the disposition of the animal.~~
- ~~I. Upon conviction, the court may place the animal for adoption with the City Animal Adoption Center program or provide for humane destruction of the animal.~~
- ~~J. Upon conviction, the defendant shall be liable for the cost of boarding the animal and all necessary veterinary examinations and care provided to the animal.~~
- ~~K. Any person with a conviction for cruelty to animals cannot own, possess, harbor, keep or have custody of any animal or allow, cause, or permit any animal to be harbored or kept on his property within the City limits. Animal Protection Officers shall immediately remove any animal found to be harbored or kept for any reason~~

~~upon said person's property. A seized animal will be handled pursuant to Section 6.04.090 of this chapter, titled Impounding Animals.~~

~~L. In the absence of a conviction, the City shall bear the cost of boarding the animal and all necessary veterinary examinations and care during the pendency of the proceedings.~~

~~M. Cruelty to Animals.~~

~~1. It is unlawful for a person to recklessly, willfully or maliciously kill, maim, disfigure or torture; beat with a stick, chain, club or other object; mutilate, burn or scald with any substance, overwork, torment, harass or otherwise cruelly set upon any animal, except that reasonable force may be used to drive off vicious, dangerous or trespassing animals.~~

~~2. It is unlawful for a person to fail to provide necessary sustenance, fail to provide necessary basic or emergency medical care, maintain an animal in an enclosed environment without adequate provisions to prevent pain or suffering, and perform procedures such as ear cropping, de-barking, tail docking on an animal, or otherwise endanger an animal's well-being. Procedures completed by a licensed veterinarian in accordance to their standard practices shall not be considered cruelty.~~

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

~~State law reference(s)—Seizure of Animals, NMSA 1978, § 30-18-1.1 (1999).~~

6.04.100 ~~110~~ Retention of strays or owner-surrendered animals.

A. No person shall, without the knowledge and consent of the owner, hold or retain possession of any animal for more than twenty-four hours without first reporting the possession of the animal to the Animal Protection Department.

1. The report shall contain the person's name and address, a true and complete statement of the circumstances under which he took up the animal, and the precise location where the animal is confined.
2. No person having such an animal in his possession shall refuse to immediately surrender the animal to an Animal Protection Officer upon demand.

B. Duly incorporated humane societies or the rescue arms of accredited dog and cat clubs or horse organizations capable of providing proper confinement, shelter, and care for stray, lost or owner-surrendered animals shall be allowed to assume the care of such animals.

1. The owner of a stray animal wearing a rabies tag or other form of identification shall be notified that the animal has been impounded.
2. If the owner is not located within three (3) working days the society may assume responsibility for finding the animal a new home.

C. The owner of an animal may surrender the animal to the City animal protection facilities provided:

1. The owner shall be required to sign an owner relinquishment form; and
2. The owner shall be required to pay a surrender fee to offset the cost associated with intake and vaccination of the animal; or
3. In the event the owner is requesting to surrender an unwanted litter, the owner may surrender the litter, have the mother of the litter sterilized, and pay the sterilization fee in lieu of paying the surrender fee for each animal in the litter.

(Ord. No. 1024, 11-2-2009; Ord. No. 1112, 1-2-2018)

6.04. ~~110~~ ~~120~~ General provisions.

- A. No person shall operate a hobby breeder site, shelter, refuge or professional animal establishment, without a valid permit. A person may obtain an annual permit under the following conditions:
- a. Payment of an annual permit fee at the office of the Animal Protection Department. Failure to renew the permit within thirty (30) days of the expiration date shall result in the assessment of a penalty fee in addition to the cost of the permit.
 - b. The permit application shall contain the following information at a minimum:
 1. Name of applicant/organization;
 2. Address of applicant/organization;
 3. Telephone number of applicant/organization;
 4. Federal Tax Identification Number (not applicable to hobby breeder);
 5. The location where the animals will be kept;
 6. Maximum number of animals expected to be kept on site;
 7. Plot plan of location showing placement and sizing of kennel area and runs;
 8. The City Manager may require such other information as is deemed necessary in order to determine whether to approve or deny a permit under this article.
 - c. Upon presenting proper identification and at a reasonable hour, a representative of the Animal Protection Department shall be allowed access to any permitted premises for the purpose of inspection on an annual basis or upon reasonable notice. Permits may be suspended for failure to comply with the requirements of this chapter, as well as for violation of other applicable laws, regulations, and ordinances.
 - d. Kennel area facilities shall be structurally sound and constructed of nontoxic materials. Interior floors shall be smooth, easily cleanable construction and impervious to water. The premises shall be kept clean, sanitary and in good repair in a manner which will protect animals from disease and injury.
 - e. Animals maintained in pens, cages or runs for periods exceeding twenty-four (24) hours shall be provided with adequate space to prevent overcrowding and to maintain normal exercise according to species. Such cages holding cats must contain a litter box.
 - f. Permit shall be posted in a conspicuous place on the premises.
 - g. Permits are not transferable.
 - h. Adequate weatherproof housing shall be provided in all permitted premises with proper ventilation and temperature, and sufficient lighting and shade.
 - i. Outside housing shall protect animals from weather that may be detrimental to the health of the animals.
 - j. Restraint of animals shall be accomplished by adequate pens, cages, runs or fencing maintained at all times to contain the animals.
 - k. Provisions shall be made for the removal and proper disposal of animal and food waste, soiled bedding, dead animals and debris. Animals shall be removed from cages and protected from water and cleaning agents during cleaning. Disposal facilities shall be operated in a manner which will minimize vermin infestation, odors and disease. Adequate drainage shall be maintained.

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- l. Excessive and night-time noise shall be eliminated.
 - m. Unsterilized adult animals shall be segregated by sex when in mating season, except where otherwise indicated for health, welfare or breeding purposes. Animals shall be housed in compatible groups.
 - n. Vicious, diseased or injured animals and animals that have bitten a person shall be individually caged.
 - o. Animals shall be provided with clean, fresh, sufficient and wholesome food and water. Food and water containers shall be kept clean.
 - p. Sanitary, pest-free storage of food and bedding shall be provided.
 - q. Each animal shall be observed daily by the person in charge. Programs for disease control and prevention shall be maintained and available for examination by an Animal Protection Officer. Sick, diseased, injured, lame or blind animals shall be provided with appropriate veterinary care. Humane euthanasia will be provided when necessary in accordance with New Mexico Administrative Code, Title 16, Chapter 24, Parts 1 through 5. The person in charge who suspects an animal of being rabid shall immediately notify the City Manager and segregate the animal.
 - r. Every dog or cat offered for sale, adoption, barter, to be given away or any other transfer or conveyance shall have been given age appropriate vaccinations by a veterinarian. A certificate providing the name of the veterinarian and the date of treatment must be provided to the recipient at the time of transfer.

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

6.04.130-120 Shelter-Refuge-Professional animal permit and hobby breeder permit.

- A. The number of adult dogs or cats, or any combination thereof, which a hobby breeder site, may keep is established by the following factors:
 - 1. The area of the permitted hobby breeder site shall be limited to ten (10) percent of the total area of the premises.
 - 2. Within the kennel area of a hobby breeder site, seventy-five (75) square feet of area shall be provided for each dog weighing less than thirty (30) pounds; one hundred (100) square feet for each dog weighing between thirty (30) and fifty-nine (59) pounds, one hundred twenty-five (125) square feet per dog over sixty (60) pounds, and twenty-five (25) square feet of space per cat excluding the area occupied by the litter box.
 - 3. In the kennel area the animal must be able to stand and walk freely and have room for shelter (for outdoor facilities), food, water, and litter boxes for cats.
- B. The number of adult dogs or cats, or any combination thereof, which a shelter, refuge, professional animal site may keep is established by the following factors:
 - 1. The kennel area must provide at least seventy-five (75) square feet of area for each dog weighing less than thirty (30) pounds; one hundred (100) square feet for each dog weighing between thirty (30) and fifty-nine (59) pounds, one hundred twenty-five (125) square feet per dog over sixty (60) pounds, and twenty-five (25) square feet of space per cat excluding the area occupied by the litter box.
 - 2. In the kennel area the animal must be able to stand and walk freely and have room for shelter (for outdoor facilities), food, water, and litter boxes for cats.
 - 3. A record shall be kept of animal inventory, disposition, and inoculations and shall be available for examination by an Animal Protection Officer.

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- C. Hobby breeders must continue to care for or otherwise provide for adoption, rescue or some other type of sanctuary for animals no longer being used for breeding. Site records must reflect compliance with this provision.

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

6.04.~~130~~ ~~140~~ Pet store.

- A. Pet stores shall not sell dogs, canine hybrids or cats but may sell other living creatures including, but not limited to, fish, birds, rodents, insects, arachnids, reptiles and other permissible exotic animals.
- B. No pet store shall conduct business in the City without a shelter-refuge-professional animal site permit.
- C. Applicant for a permit must have a valid New Mexico Tax ID number and a City business registration.
- D. Animals must be kept and maintained in a humane manner with adequate food, water and shelter. Animals must be housed and displayed in such a way to provide adequate enclosure space based on the size and habitat requirements of the animal.
- E. No permit holder may sell or offer for sale any animal from a mobile facility or at a site away from the permitted site without obtaining a mobile business registration from the City Clerk.
- F. A permit holder shall be liable for the medical costs including medicine, up to the amount received for the sale of the animal, for any animal that is diagnosed as sick by a veterinarian qualified for the species within one (1) week from the date of sale.
1. Permit holder shall reimburse purchaser the costs associated with the sick animal.
 2. Purchaser shall be allowed to keep the animal.
 3. Permit holder or purchaser may appeal to the City Manager if there is a dispute regarding the fact or the illness or the amount of the charges.
- G. Permit holder shall keep thorough and accurate records for each animal sold. Records shall be kept for three (3) years. Records shall be made available for inspection upon demand by the City Manager. Records shall include, but are not limited to:
1. Date of sale.
 2. Purchaser's name, address and telephone number.
 3. Description and picture of animal.
 4. Origin of animal.
- H. Animals with known or suspected communicable diseases shall be isolated, as appropriate, and treated as soon as possible.
- I. The daily use of antibiotics for preventative purposes, and not to treat a specific illness or condition, is prohibited whether administered in food, water or by any other method.

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

6.04.~~140~~ ~~150~~ Guard dog site.

- A. A guard dog may be used at commercial property only.

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- B. No person shall use a guard dog without having a New Mexico Tax ID number and a Hobbs Business Registration.
 - C. Owner of unsterilized guard dog must have a hobby breeder permit.
 - D. A guard dog shall not be used for property in a residential neighborhood or within two hundred fifty (250) feet of a school.
 - E. The area where the guard dog is to be used shall be secured in such a manner as to prevent its escape.
 - 1. The outside area where the guard dog is on duty must be enclosed by a secure fence at least six (6) feet in height with a forty-five-degree angled top which extends back into the enclosure. Such extension shall not be included in the measurement of the fence height and shall not be made of barbed wire or other similar material which would harm the dog. Enclosure shall be designed [to] effectively contain the animal at all times.
 - 2. The doors, windows, and all other openings to the outside of a building in which a guard dog is on duty shall be secured to prevent its escape.
 - F. The property using a guard dog shall be posted with warning signs at least 24 × 12 inches with three-inch letters.
 - 1. The warning signs shall state "guard dog" and "guardia" and shall show a picture of an aggressive dog.
 - 2. The warning signs shall be posted not more than fifty (50) feet apart on the exterior of the fences or walls surrounding the property and shall be posted at all exterior corners of the site and at every entrance to the site.
 - G. The escape of a guard dog from a guard dog site is a violation of this section and can constitute a basis for seizure of the dog.
 - H. A guard dog shall have a current rabies tag and a valid license tag securely affixed to its collar or harness.
 - I. If the City Manager determines it is necessary to control noise at the guard dog site, the City Manager may require the owner of the site or owner of the guard dog to construct a barrier which breaks the guard dog's line of site to the exterior and adequately buffers the noise.
 - J. Vehicles used to transport guard dogs shall be secured so the public is protected from injury, shall be constructed or modified to ensure that the guard dog is transported in a safe and humane manner that does not violate this title, and shall be posted with warning signs on each side of the vehicle.
 - K. No breeding of animals is allowed at a guard dog site.

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

6.04.~~150~~ ~~160~~ Litter permit.

- A. An owner who intentionally or unintentionally breeds a dog or cat and who does not have a current shelter-refuge-professional animal permit or hobby breeder permit shall purchase a litter permit for each litter. A female dog or cat shall have no more than one (1) litter and each household shall be limited to no more than four (4) litters in any calendar year. A litter permit will not be issued and owner will be in violation of this section, if found to have had a female dog or cat with more than one (1) litter or more than four (4) litters in the household in a calendar year.
- B. The litter permit application shall contain the following information at a minimum:
 - 1. Name of applicant.
 - 2. Address of applicant.

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3. Telephone number of applicant.
 4. Description and picture of female animal.
 5. The City Manager may require such other information as is deemed necessary in order to determine whether to approve or deny a license under this article.
- C. Litter permit is good for six (6) months from date of issue and must be obtained no later than one (1) week after the birth of the litter.
 - D. The owner shall not advertise, barter for, sell, or give away any puppy or kitten unless the applicable permit number is displayed legibly in all advertisements. The owner shall furnish the litter permit number to any potential recipient upon request. Failure to list permit number or advertising without prior purchase of permit is a violation of this section.
 - E. Puppies and kittens can only be bartered for, sold, given away or other transfer or conveyance from the applicant's address as listed on the litter permit. Puppies or kittens being bartered for, sold, given away or other transfer or conveyance on public or commercial property even with the property owner's permission are in violation of this title.
 - F. Every dog or cat offered for sale, barter, given away, adopted or any other transfer or conveyance will have been given age appropriate vaccinations by a veterinarian. A certificate providing the name of the veterinarian and the date of treatment must be provided to the recipient at the time of transfer.
- (Ord. No. 1024, 11-2-2009)

6.04.~~160~~ ~~170~~ Reduced cost spay and neuter program.

The City of Hobbs has a targeted dog or cat spay and neuter program aimed at assisting those citizens most in need: the elderly, disabled, or very low income.

- A. Participants must meet one of following requirements (income information is subject to verification):
 1. Persons sixty-five (65) or older; or
 2. Disabled persons (qualify for Social Security disability income payments); or
 3. Persons that meet the Federal Poverty Level (FPL) as determined by the Department of Health and Human Services (HHS).
- B. Cost to participants required pursuant to this section shall be established and adopted through resolution adopted by the Commission.
- C. Spay and neuter program includes the surgery, vaccinations (FVRCP and Rabies/cat or DHLPP and Rabies/dog), one (1) night's hospitalization, and return visit for suture removal, if needed.
- D. There shall be a charge to participants who fail to keep an appointment or do not provide four (4) business days notice to cancel an appointment. This charge shall be established and adopted through resolution.
- E. Minimum age of dog or cat at time of surgery is three (3) months.
- F. Dogs must be restrained on a leash and cats must be in a carrier upon arrival at the Hobbs Animal Adoption Center.
- G. If the animal needs to be treated for flea and tick infestation prior to surgery, the additional days of care will be charged the "boarding fee" rate.

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- H. City Manager reserves the right to postpone surgery or refuse to perform surgery if the animal is not healthy enough to undergo surgery.

(Ord. No. 1024, 11-2-2009; Ord. No. 1113, 1-2-2018)

6.04.~~170 180~~ Discount spay or neuter certificates.

- A. Animal Protection Department shall make available to citizens of Hobbs a certificate to spay or neuter one (1) cat or dog which may be used at any veterinary clinic accepting such certificate.
- B. Certificate shall be limited to one (1) per household per year based on annual funding.
- C. Certificate shall expire sixty (60) days after issue and shall not be renewed.
- D. Proof of City residency is required. Acceptable proof includes, but is not limited to:
 - 1. Current utility bill showing service address within Hobbs city limits.
 - 2. Voter registration card showing Hobbs address.
 - 3. Written statement from a City Commissioner verifying residency within their district.
- E. Proof of current rabies vaccination and valid city license is required for dog or cat to be sterilized.
- F. Certificate holder is responsible for contacting veterinary clinic to arrange for surgery.
- G. Certificate holder is liable to veterinary clinic for all charges and services in excess of face value of certificate.

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

6.04.~~180 190~~ Adoption of dogs and cats.

- A. No dog or cat over the age of three (3) months shall be adopted to a forever home unless it has been spayed or neutered.
- B. Persons adopting a dog or cat under three (3) months of age shall sign an agreement to return the animal to the adoption center at a set date for sterilization or before date for sterilization, provide proof the animal has been sterilized by a licensed veterinarian. Proof must include a picture and clearly describe the animal.
- C. Failure to return animal for sterilization at the adoption center or to provide proof animal has been sterilized is a violation of this chapter.

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

6.04.~~190 200~~ Animals biting persons.

- A. The owner of an animal that bites a person and a person bitten by an animal have a duty to report that occurrence to the Animal Protection Department within twenty-four (24) hours of the occurrence. The owner of an animal that bites a person shall surrender said animal to an Animal Protection Officer if the officer deems it necessary to impound said animal for a period of observation.
- B. A physician who renders professional treatment to a person bitten by an animal shall report to the City Manager that he has rendered professional treatment within twenty-four (24) hours of his first professional attendance. The physician shall report the name and address of the person bitten as well as the type and location of the bite. The physician shall report the name and address of the owner of the animal that inflicted

the bite, if known and any other facts or details that may assist the Animal Protection Officer in ascertaining the immunization status of the animal.

- C. An animal that bites a person shall be confined and observed for a period of ten (10) days from the date of the bite at the animal adoption center, a veterinary hospital or an approved kennel. However, if the animal has a current vaccination for rabies, the City Manager may permit quarantine of such animal at the owner's home. Home confinement shall not be permitted unless the premises have been inspected and approved for such purpose by the Animal Protection Officer. If observance of the animal is denied or prevented, the animal shall immediately be confined at the animal adoption center for the remainder of the quarantine period. The owner of the animal shall bear the cost of confinement. The owner of the animal shall be required to enter into an indemnity agreement on a form approved and prescribed by the City Manager for such home confinement.
- D. If the animal shows signs of sickness, abnormal behavior, or if the animal escapes confinement, the person shall immediately notify the Animal Protection Department. The person having custody of an animal that dies during the confinement period shall notify the Animal Protection Department and surrender the carcass of the animal to an Animal Protection Officer.
- E. If an officer deems it necessary to impound an animal for observation for violation of the above conditions and/or severity of the bite, the owner cannot remove the animal from observation until the observation period is complete. The owner shall bear the cost of confinement.
- F. The owner of any animal over three (3) months of age that has bitten a person shall be required to pay the reclaim fee, sterilization fee or provide proof of sterilization before the animal will be released from impound restrictions.
- G. It is unlawful for a person to keep an animal known to have bitten any person on two (2) separate incidents. The owner has a duty to destroy said animal humanely or surrender such an animal to the Animal Protection Department for proper humane euthanizing upon the order of the court. This does not include an animal which bites, attacks, or injures a person unlawfully upon its owner's premise.

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

6.04.~~200~~ 210 Animal license.

- A. It is unlawful for any person to own or harbor a dog, canine hybrid or cat over the age of three (3) months without obtaining a license for such animal. Persons who are not City residents and who keep such an animal in the City for less than fifteen (15) consecutive days or less than thirty (30) days in a calendar year shall be exempt from this license requirement.
- B. Applications for licenses shall be made on forms provided by the Animal Protection Department. All applications shall include the name of the legal owner of the animal, the mailing address and physical address of the owner. It is unlawful for any person to knowingly falsify information concerning animal ownership, the owner's address, animal description, or any other information required on the application.
- C. Licenses shall be purchased for one (1) year. A three-year license may be purchased if the animal has a current three-year rabies certificate, which is good for at least two-thirds of the licensing period. A one-year or three-year license must be renewed upon its expiration date. Failure to renew the license within thirty (30) days of the expiration date shall result in the assessment of a penalty fee in addition to the cost of the license.
- D. A current rabies certificate must be presented at the time of applying for a license.
- E. Pet identification is mandatory. Identification techniques may be used that reflect technological advances, such as microchip technology, if owner information is obtainable by an Animal Protection Officer, Shelter,

Veterinarian, or other appropriate organization. Methods of identification should include one (1) of the following, but is not limited to, microchip, license tags, identification tags, or tattoos applied by a veterinarian.

1. If the only means of identification used is a tag, the current license tag shall be securely affixed to the collar or harness which shall be worn by the animal at all times unless the animal is being housed in a kennel or veterinary hospital, or appearing in a bona fide animal show, or is being trained; provided, however, that the person who is training the animal shall have in his personal possession a valid license tag for each animal and shall immediately display the license upon request by the Animal Protection Department.
 2. Identification methods must be kept up to date and current with owner information.
- F. License tags shall not be transferred from animal to animal.
- G. The license fee shall not apply to qualified service animals. All other licensing requirements shall apply.
- H. Shelters facilities, refuge establishments and approved rescue foster homes are exempt.
- I. License expires December 31st of year purchased or third year as applicable.
- (Ord. No. 1024, 11-2-2009)

6.04.210 Number of animals allowed.

- A. No person or household shall own, harbor or keep more than a combined total of five (5) dogs or cats or any combination thereof over the age of three (3) months without a valid shelter-refuge-professional animal permit, hobby breeder site permit or multiple animal site permit.
1. A household may have up to five (5) dogs or cats or any combination thereof provided that all of the animals shall be sterilized.
 - a. A medical waiver certificate may be acceptable in cases when the sterilization of an animal would pose a substantial threat to the health of the animal. The certificate shall be on official letterhead from a licensed veterinarian and shall contain the name and address of the owner of the animal, a description of the animal, the medical condition prohibiting sterilization, and the date upon which the animal may be sterilized. A medical waiver certificate must be resubmitted annually. This does not waive the reclaim fee.
 2. No person or household shall permit or allow the breeding of a dog or cat in the absence of a valid hobby breeder site permit or litter permit.
 3. No person or household may own, harbor or keep more than four (4) canine hybrids, all of which must be sterilized, and such ownership of canine hybrids shall not result in a combined number of dogs, cats or canine hybrids totaling more than five (5).

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

6.04.~~220~~ 230 Multiple animal site permit.

- A. Any person intending to exceed the maximum limit of dogs and cats in a household as defined in Section 6.04.210 shall obtain a multiple animal site permit.
- B. All dogs and cats at a multiple animal site shall be licensed, spayed or neutered and have current vaccinations. The only exception would be an animal which is unable to be sterilized due to medical reasons.

The owner must present valid veterinary certificate as defined in Subsection 6.04.210(A)(a)(1) of this chapter. This does not waive the reclaim fee.

- C. Fostering a pregnant dog or cat and her eventual offspring is a temporary exception to this rule.
- D. Adjoining property owners may petition the City Manager for a revocation, modification or suspension of a multiple animal site permit if the adjoining property owner is reasonably aggrieved by any effects of the multiple animal site.
- E. No person shall keep or maintain more than fifteen (15) dogs or cats or any combination thereof at any multiple animal site permit location, no more than two (2) of which can be unsterilized.
- F. The area provided for the dogs and cats whether in secure runs, kennels or security perimeter fence must be as follows:
 - 1. Seventy-five (75) square feet of area shall be provided for each dog weighing less than thirty (30) pounds;
 - 2. One hundred (100) square feet for each dog weighing between thirty (30) and fifty-nine (59) pounds;
 - 3. One hundred twenty-five (125) square feet per dog over sixty (60) pounds; and
 - 4. Twenty-five (25) square feet of space per cat excluding the area occupied by the litter box.
- G. Dogs may not be secured on a trolley system.
- H. Upon presenting proper identification and at a reasonable hour, a representative of the Animal Protection Department shall be allowed access to any permitted premises for the purpose of inspection on an annual basis or upon reasonable notice. Permits may be suspended for failure to comply with the requirements of this chapter, as well as for violation of other applicable laws, regulations, and ordinances.
- I. Rescue animals shall be exempt from the fee for a multiple animal site permit while in the custody and care of the rescue organization or individual. Accurate records shall be kept and maintained by the rescue organization or individual, and a City of Hobbs Animal Protection Officer or other City official shall be permitted at any reasonable time to inspect such records and the rescue animals' living conditions.

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

6.04.230 240 Restraint of dogs.

- A. A person owning or having charge, custody, care, or control over a dog, shall keep the dog upon his or her own premises by either a secure run or kennel area, an enclosure surrounding the perimeter of the property, or on a trolley device, or any other acceptable means. Direct point chaining to stationary objects is prohibited. Any dog not deemed dangerous and not within a secure enclosure may be restrained by means of a trolley system, or a tether attached to a pulley on a cable run on its owner's property, subject to the following conditions:
 - 1. No canine hybrid can be tethered to a trolley system.
 - 2. Trolley system shall not be used for any dog that has not been sterilized.
 - 3. Only one (1) dog per household may be tethered to a trolley system.
 - 4. There must be a swivel on each end of the tether to minimize tangling.
 - 5. The tether and cable run must be of adequate size and strength to effectively restrain the dog. The size and weight of the tether must not be excessive, as determined by the Animal Protection Officer, considering the age, size and health of the dog.

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6. The cable run must be at least ten (10) feet in length and mounted either at ground level or at least four (4) feet above ground level.
 7. The trolley system must be designed to prevent the dog from being within four (4) feet of the property boundary.
 8. A dog attached to a trolley system shall be surrounded by a barrier on each side adjoining a public access. The barrier shall be sufficient to prevent children from accidentally coming into contact with the dog.
 9. The tether must be at least ten (10) feet in length unless such length allows the dog to move within four (4) feet of the legal boundary of the property, in which case the tether shall be no less than eight (8) feet in length. If the size of the property will not allow a tether of no less than eight (8) feet, a trolley system shall not be used.
 10. The tether must be affixed to the dog by use of a non-abrasive, comfortably fitted harness. Prong-type, pinch-type, or choke collars shall not be used.
 11. The device must be fastened so that the dog can sit, walk, and lie down comfortably, and must be unobstructed by objects that may cause the device or dog to become entangled or strangled.
 12. The dog must have easy access to adequate shelter, shade, food, and potable water.
 13. The area where the dog is confined must be kept free of garbage and other debris that might endanger the animal's health or safety. Feces shall be cleaned up daily.
 14. The area where the dog is confined must be kept free of insect infestation, such as anthills, wasps' nests, and infestations of fleas, ticks or maggots.
- B. Any dog deemed dangerous shall be confined as defined in Chapter 6.05 of this title, but does not include chaining, restraining, or otherwise affixing the animal to a stationary object.
- C. The use of a crate is prohibited as a means of outdoor confinement.
- D. Secure run or kennel area must provide, as a minimum, seventy-five (75) square feet of area for each dog weighing less than thirty (30) pounds; one hundred (100) square feet for each dog weighing between thirty (30) and fifty-nine (59) pounds, one hundred twenty-five (125) square feet per dog over sixty (60) pounds.
- E. A dog is permitted on the street and in other public places only if on a secure leash not exceeding six (6) feet in length. Longer retractable leashes may be used, provided the person with the dog is capable of controlling the dog. All other animals must be secured in a fashion acceptable for the species of animal. A person physically capable of controlling and restraining the animal must exercise immediate custody. This section does not apply when an animal is participating in a bona fide animal show authorized by the City or appropriate authorities.
- F. Nothing in this section shall be construed as allowing any animal under physical restraint to commit any act defined as unlawful in this chapter.
- G. A person who uses electric or invisible fencing designed to confine an animal to his property must clearly post a notice in two (2) separate locations upon the property that such a device is in use.

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

State law reference(s)—Authority to prohibit the running at large of animals, NMSA 1978, §§ 3-17-1 (1993), 3-18-3(A)(2) (1971), 77-1-12 (1979).

6.04.~~240~~ 250 Vaccinations.

- A. It is the duty of a person owning or keeping a dog or cat over the age of three (3) months to have the animal vaccinated against rabies as prescribed by NMSA 1978, § 77-1-3 (1979). The City Manager may require that other animals have annual rabies vaccinations.
- B. The veterinarian administering anti-rabies vaccines to any animal shall issue the owner or keeper of the animal a numbered vaccination certificate. The certificate shall contain the name and address of the owner of the animal, a description of the animal vaccinated, the date of vaccination, and the date immunity expires.
- C. The veterinarian shall also furnish the owner or keeper with a metal tag bearing the certificate number. A current rabies tag shall be affixed by the owner or keeper to a collar or harness worn by the animal at all times unless the animal is being kept in an approved kennel or veterinary hospital, is being trained by a professional trainer or is appearing in an approved show.
- D. It is unlawful for the owner of any dog or cat or any other member of the canine or feline family to fail to exhibit its certificate of vaccination upon demand by the City Manager. This subsection does not apply to any animal under control of the shelters.
- E. For licensing purposes a medical waiver certificate may be acceptable in cases when the rabies vaccination of an animal would pose a substantial threat to the health of the animal. The certificate shall be on official letterhead from a licensed veterinarian and shall contain the name and address of the owner of the animal, a description of the animal, the medical condition prohibiting vaccination, and the date upon which a vaccination may be given. A medical waiver certificate must be resubmitted annually.

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

Cross reference(s)—Health and Sanitation, Ch. 42.

State law reference(s)—Rabies Control Generally, NMSA 1978, §§ 77-1-5 (1973), 77-1-6 (1979), 77-1-10 (1979).

6.04.250 ~~260~~ Abandonment.

It is unlawful for a person to abandon an animal. Abandonment does not apply to the trap, neuter and return (TNR) of feral cats. A person or organization managing un-owned cats by trap, neuter and return is not deemed the owner, keeper, holder or possessor of such cats.

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

6.04.260 ~~270~~ Admission of qualified assistance animals to public places.

Notwithstanding any other provision of law, a qualified assistance animal shall be admitted to any building open to the public and to all public accommodations such as restaurants, hotels, hospitals, swimming pools, stores, common carriers and theaters; provided that the qualified assistance animal is under the control of a person with a disability or a trainer of assistance animals. No person shall be required to pay any additional charges for his qualified assistance animal, but shall be liable for any damage done by his qualified assistance animal.

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

State law reference(s)—Similar Provisions, Assistance Animal Act, NMSA 1978, §§ 28-11-1.1 through 28-11-4 (2005).

6.04.~~270~~ ~~280~~ Animals disturbing the peace.

- A. It is unlawful for a person to allow an animal to persistently or continuously bark, howl or make noise common to their species or otherwise disturb the peace and quiet of inhabitants of the City. Persistent, continuous or loud intermittent noise between the hours of 9:00 p.m. and 7:00 a.m. which can be heard more than fifty (50) feet from the source of the noise is prima facie evidence of violation of this subsection.
- B. It is unlawful to keep or maintain an animal in such an unclean or unsanitary manner that it disturbs others by noxious or offensive odors.

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

6.04.~~280~~ ~~290~~ Animals killing or injuring livestock or protected wildlife.

- A. It is unlawful for a person to keep an animal known to have killed or injured livestock or protected wildlife. The owner has a duty to destroy said animal humanely or surrender such an animal to the Animal Protection Department for proper humane euthanizing upon the order of the court.
- B. An owner of livestock shall have the right to kill an animal that has injured or killed livestock or protected wildlife while it is upon property controlled by the owner of the livestock.

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

6.04.~~290~~ ~~300~~ Dogs or livestock on unenclosed properties.

It is unlawful for a person to harbor, tether, stake out, or herd a dog or livestock on an unenclosed premise in such a manner that may allow the animal to go beyond the property line.

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

6.04.~~300~~ ~~310~~ Animal poisoning.

- A. It is unlawful for a person to make accessible to any animal, with the intent to cause harm or death, any substance which has been treated or prepared with a harmful poisonous substance.
- B. This section does not apply to placement of such substance(s) in order to control vermin of significance to the public health.

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

6.04.~~310~~ ~~320~~ Dogs or livestock running at large.

- A. It is unlawful for a person to allow or permit any dog or livestock to run at large in or on any alley, street, sidewalk, vacant lot, public property, other unenclosed place in the City, or private property without the permission of the property owner.
- B. A dog or livestock permitted to run at large in violation of this section is declared to be a nuisance and a menace to the public health and safety. Such animal may be taken up and impounded. An Animal Protection Officer may go upon private property in pursuit of an animal which is running at large unless permission to make such pursuit is explicitly refused by the occupant. An officer may not enter a private building or residence in pursuit of an animal.

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- C. A working dog performing such acts as herding or search and rescue that is under the control and supervision of the owner or handler shall not be considered as unleashed while performing its duties. A hunting, obedience, tracking or show dog that is under the control and supervision of the owner or handler shall not be considered as unleashed while performing in those capacities.
 - D. It is unlawful for an owner, manager, agent, or governing board of any multiple dwelling unit, including mobile home parks and gated communities, to permit any animal to run at large upon the common areas of the multiple dwelling unit.

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

6.04.~~320~~ 330 Injury to animals by motorists.

Every operator of a motor or self-propelled vehicle upon the streets and ways of the City shall immediately upon injuring, striking, maiming or running down any animal provide immediate notification to the Animal Protection Department, furnishing sufficient facts relative to the incident. Such animal shall be deemed an uncared for animal within the meaning of Subsection 6.04.090(K) of this chapter.

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

6.04.~~330~~ 340 Animals transported in vehicles.

Animals must be kept safe during transport.

- A. Pickup Trucks. Animals that are transported in the bed of a pickup truck must be protected from extreme temperatures and provided with a non-metal surface to sit or stand on.
 - 1. Crate. If an animal is put in a crate or other enclosure, the crate or enclosure must be securely fastened to the bed or sides of the truck so that the crate or enclosure cannot, slide, turn over or fall out.
 - 2. Protection from Weather. No animal shall be left in the bed of a truck whether in a crate or not when the weather is such that the animal will be exposed to extreme heat, cold or rain.
- B. Cars, Vans and RVs. Animals riding inside vehicles that are not in crates or other enclosures must not be allowed access to a window opened wide enough for the animal to jump or fall. Animals riding in open topped or open sided vehicles must be secured in a humane manner to insure the animal cannot jump or fall.
- C. Transporting More Than One Animal. In addition to all other regulations in this article, animals should never be overcrowded when being transported. If the animals are crated or kept in any enclosure, they may be allowed to share a crate but each animal should be able to stand up, move around, lie down and stretch out naturally. If crates or enclosures are stacked, they must be attached securely to prevent the crates or enclosures from falling or turning over. If crates or other enclosures are stacked, the crates or enclosures must have solid bottoms to prevent urine or feces from passing between crates and enclosures.
- D. No person shall intentionally, knowingly or recklessly leave an animal unattended in a closed vehicle for any length of time without providing adequate ventilation to prevent the temperature in the vehicle from rising high enough such that any reasonable person would know that the animal would suffer from heat exposure. An animal left in a closed vehicle without the interior of the vehicle being air conditioned when the ambient temperature is over eighty (80) degrees, shall be prima facie evidence of a violation of this chapter. If the City Manager determines that an animal in a vehicle is in immediate danger, the City Manager or police officer may enter the vehicle by whatever means

necessary, without being liable to the owner of the vehicle for any damage, and seize the animal. The animal's owner shall be responsible for all expenses related to the removal of the animal, emergency veterinary treatment and impoundment. If the City Manager or police officer cannot determine who confined the animal, the registered owner of the vehicle will be cited.

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

6.04. ~~340~~ 350 Animal waste.

It is unlawful to permit an animal to defecate on public or private property other than the property of the owner of the animal unless such animal waste is immediately removed and properly disposed of by the person having custody of the animal.

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

6.04. ~~350~~ 360 Breaking into animal protection facilities or vehicles.

It is unlawful for a person to break into any pound, center, facility, kennel or vehicle wherein animals are impounded, or to in any manner remove or assist in the removal of any animal or equipment from such.

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

6.04. ~~360~~ 370 Care and maintenance.

- A. It is unlawful for a person to fail, refuse or neglect to provide any animal in his charge or custody such care and husbandry as to maintain the good health and well-being of the animal. Such care and husbandry shall include, but not be limited to, adequate food appropriate to species, potable water, adequate living area, professional veterinary care and necessary grooming to maintain good health and protection from extreme weather elements. Animals shall be provided adequate space to prevent overcrowding and to maintain normal exercise according to species, size and temperament.
- B. Any animal habitually kept outside shall be provided with a structurally sound, weatherproof enclosure, large enough to accommodate the animal and to provide proper ventilation, temperature and sufficient shade.
- C. For livestock, it is unlawful for a person to fail, refuse and/or neglect to provide any livestock in his charge or custody with such care and husbandry as to maintain the good health and well-being of the animal. Such care and husbandry shall include, but not be limited to, nutritious food in sufficient quantity provided daily, fresh clean potable water available at all times, clean adequate space, necessary veterinary care, necessary hoof care, and a proper shelter or protection from weather.

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

6.04. 370 Cruelty.

It is unlawful for a person to do one or more of the following to an animal:

- 1. Recklessly, willfully, or maliciously kill, main, disfigure, or torture;
- 2. Beat with a stick, chain, club, or other object;
- 3. Mutilate, burn, or scale with any substance or overwork;

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4. Torment, harass, or otherwise cruelly set upon any animal, except that reasonable force may be used to drive off vicious, dangerous, or trespassing animals;
 5. Failing to provide necessary sustenance;
 6. Failing to maintain an animal in an enclosed environment without adequate provisions to prevent pain or suffering or
 7. Performing procedures such as ear-cropping, de-barking, tail docking on an animal, or otherwise endanger an animal's wellbeing. Procedures completed by a licensed veterinarian in accordance to their standard practices shall not be considered cruelty.

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

6.04.380 Confinement of female dogs or cats in mating season.

- A. A person in control of a female dog or cat in mating season shall confine such dog or cat so as to prevent other dogs or cats from attacking or being attracted to such female animal, except for intentional breeding purposes.
- B. It shall be unlawful to maintain a female dog or cat in mating season in any manner that creates a public nuisance.

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

6.04.390 Concealment of animal.

It is unlawful for any person to conceal any animal from the officers charged with the enforcement of this chapter.

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

6.04.400 Fights.

- A. It is unlawful for a person to promote, stage, hold, manage, conduct, carry on or attend any game, exhibition, contest or fight in which one or more animals are engaged for the purpose of injuring, killing, maiming or destroying themselves or any other animal.
 1. It is unlawful for any person to sell, receive, possess, transport, loan, or give away any animal fighting paraphernalia.
 2. It is unlawful for any person to raise, train, condition, sell, receive, possess, transport, loan, or give away animals for fighting purposes whether or not the fight is to be conducted inside or outside the jurisdiction of the City of Hobbs.
 3. No person shall provoke or entice an animal from the property of its owner for the purpose of engaging the animal in an animal fight.
- B. Nothing in this section shall prohibit a person from engaging in legal hunting practices as allowed by state wildlife authorities.

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

State law reference(s)—Dog Fighting and Cockfighting, NMSA 1978, § 30-18-9 (2007).

6.04.410 Fowl; impounding or crating.

It is unlawful for a person to confine any wild or domestic fowl or birds unless provisions are made by such person for the proper feeding and the furnishing of water to such fowl or birds at intervals not longer than twelve (12) hours. No person shall impound wild or domestic fowl or birds in a crate, box or other enclosure unless such fowl or bird is in a natural erect position unless such position causes injury or damage to the fowl or bird.

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

6.04.420 Interference with the Animal Protection Officer in the performance of his duties.

- A. No person shall attack, assault or in any way threaten or interfere with the Animal Protection Officer in the performance of the duties required by this chapter.
- B. No person shall conceal one's true name or identity or disguise oneself with the intent to obstruct due execution of the law or with the intent to intimidate, hinder or interrupt an Animal Protection Officer in the legal performance of his or her duties.
- C. No person shall interfere with or tamper with any equipment used by Animal Protection Officers, including release of animals contained in such equipment.
- D. No person shall engage in conduct that would agitate, obstruct, oppose, or distract an Animal Protection Officer in the legal performance of his or her duties.

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

6.04.430 Keeping a seriously sick or injured animal.

- A. It is unlawful for a person to have, keep or harbor an animal which is seriously sick or injured, including starvation, without providing proper veterinary care.
- B. The City Manager may require the owner to provide a letter of health evaluation from a licensed veterinarian describing the condition of the animal and the treatment provided. The Animal Protection Department may evaluate the condition of an animal.
- C. In the absence of proper veterinary care, the City Manager may impound such a seriously sick or injured animal in accordance with the provisions of this chapter.
- D. Any such animal impounded may be destroyed humanely or otherwise disposed of according to the normal procedures of the impound facility as soon thereafter as is conveniently possible.

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

6.04.440 Keeping domesticated livestock and fowl.

- A. It is unlawful to keep, harbor or maintain within the City limits any horses, mules, burros, cows, pigs, goats, sheep, swine and all other domesticated animals used in the production of food, fiber, or other products except as provided in Ordinance 1018 "Rural and Open Space Planning Districts" (Chapter 18.08 of this code).
- B. It is unlawful to keep more than one (1) fowl except as provided in Ordinance 1018 "Rural and Open Space Planning Districts" (Chapter 18.08 of this code).

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

6.04.450 Sale and display of animals.

- A. A person shall only sell, offer for sale, barter, give away or otherwise dispose of an animal at the physical address listed on the appropriate permit issued by the City Manager. The applicable permit number is to be displayed legibly in all advertisements and furnished to any potential recipient upon request. Shelters shall be allowed off-site adoption events, with permission of site owner and while preserving appropriate care and maintenance of animals.
- B. No person shall offer for sale, sell, barter or give away turtles except in conformance with the appropriate federal regulations.
- C. No person shall offer an animal as a prize, giveaway or award for a contest, game, sport or as an incentive to purchase merchandise.
- D. Animal Exhibits.
 - a. No person shall operate, conduct, or maintain a permanent or temporary commercial animal show, circus, animal exhibition, animal ride, petting zoo or carnival without first having obtained a permit from the Animal Protection Department. Conditions for permit approval include provisions for the humane care and treatment of the animals and the protection of public safety. Permits shall not be issued upon verification that within the preceding twelve (12) months the applicant has been convicted of charges of animal cruelty, abuse, or neglect, or has violated the Federal Animal Welfare Act.
 - b. No person shall operate, conduct or maintain any animal exhibit under conditions that pose a danger to the public or the animals. Specific requirements shall be available upon request to the Animal Protection Department.
 - c. The following are exempt from the requirements of this section:
 - 1. Individuals or groups holding a State of New Mexico regulated permit or a federally regulated permit.
 - 2. Events sponsored by a municipal zoo or aquarium facility.
 - 3. Competitive sporting events.
 - d. Persons involved in these exempt activities shall comply with all other applicable sections of this chapter.

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

6.04.460 Sterilization agreements/contracts.

It shall be unlawful for a person to possess any unsterilized animal when such animal is required to be sterilized under the terms of any applicable sterilization agreement or contract originating from any municipal or non-profit shelter.

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

6.04.470 Unlawful use of rabies tag.

It is unlawful for any person to remove or transfer any rabies tag from one animal to another. It is unlawful for any person to manufacture or cause to be manufactured or to have in his possession or under his control a stolen, counterfeit or forged animal license tag, rabies tag, vaccination certificate or other form of licensing or permitting required under this chapter.

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

6.04.480 Improper disposal of animals.

Deceased animals shall be properly disposed of in accordance with this article. Following the death of an animal, the owner shall be responsible for removing the corpse immediately and disposing of the body by either private burial or taking the animal to the Hobbs Animal Adoption Center. It is unlawful to dispose of the body of any animal by dumping the corpse on public or private property, roads or rights-of-way.

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

6.04.490 Vicious or dangerous animals.

- A. It is unlawful for any person to keep or harbor a vicious animal. When an Animal Protection Officer has probable cause to believe that an animal is vicious, the officer may take up and impound the animal into protective custody awaiting appropriate court proceedings. Following judicial determination that an animal is vicious, the court having jurisdiction over the enforcement of this chapter, shall, in addition to any fine or imprisonment imposed for violation of this section, order the owner or keeper of such vicious animal to destroy it humanely or turn such animal over to the City Manager for destruction.
- B. It shall be unlawful to maintain a dangerous animal in a manner which constitutes a threat to any person or other animal.
- C. Any dog that is deemed dangerous by admission of owner or by court determination shall register the dog with Animal Protection Department by obtaining a dangerous dog permit.

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

6.04.500 Animals prohibited during a City sponsored special event.

- A. No person shall cause or allow any animal to enter within a Special Event area during a City sponsored Special Event.
- B. The following provisions shall apply to this section:
 - 1. "Special Event" is a City sponsored event intended to draw crowds in a specified area.
 - 2. For purposes of this section, a Special Event shall begin at 6:00 a.m. on the first day of the Special Event and end at midnight on the last day of the Special Event.
- C. This section shall not apply to any of the following exceptions:
 - 1. A "Service Animal" as specifically defined under the Service Animal Act, Section 28-11-1 et seq., NMSA 1978, amended;
 - 2. Any animal used by the City or its agents for public safety or law enforcement purposes; and
 - 3. A Special Event when animals are the focus of the Special Event.
- D. Any person convicted of a violation of this section shall be fined up to five hundred dollars (\$500.00) for each offense.

(Ord. No. 1106, 7-17-2017)

6.04.510 Animals prohibited on posted property.

- A. No person shall cause or allow any animal to enter onto posted property.
- B. "Posted Property" is a specified area marked by signage maintained every two hundred (200) feet surrounding the property entrance, indicating, "NO ANIMALS ALLOWED pursuant to Hobbs Municipal Code 6.04.510."
- C. This section shall not apply to any of the following exceptions:
 - 1. A "Service Animal" as specifically defined under the Service Animal Act, Section 28-11-1 et seq., NMSA 1978, amended;
 - 2. Any animal used by the City or its agents for public safety or law enforcement purposes; and
 - 3. An event where animals are the focus of the event.
- D. Any person convicted of a violation of this section shall be guilty of a misdemeanor and sentenced accordingly.

(Ord. No. 1105, 7-17-2017)

Title 6 ANIMALS

Chapter 6.07 HOBBS CRUELTY CHAPTER

6.07.010

This Chapter shall be known and may be cited as the "Cruelty Chapter."

6.07.020 – Definitions

Cruelty is defined as a person committing one or more of the following to an animal:

1. Recklessly, willfully, or maliciously kill, main, disfigure, or torture;
2. Beat with a stick, chain, club, or other object;
3. Mutilate, burn, or scale with any substance or overwork;
4. Torment, harass, or otherwise cruelly set upon any animal, except that reasonable force may be used to drive off vicious, dangerous, or trespassing animals;
5. Failing to provide necessary sustenance;
6. Failing to maintain an animal in an enclosed environment without adequate provisions to prevent pain or suffering or
7. Performing procedures such as ear-cropping, de-barking, tail docking on an animal, or otherwise endanger an animal's wellbeing. Procedures completed by a licensed veterinarian in accordance to their standard practices shall not be considered cruelty.

6.07.030 Seizure and Disposition

- A. A Peace Officer or Animal Protection Officer who reasonably believes that the life or health of an animal is endangered due to cruel treatment may apply to the district court, magistrate court, or the municipal court for a warrant to search for and seize an animal or animals.
- B. If the court finds probable cause based on the warrant the animal is being cruelly treated, the court shall issue said warrant for the seizure of the animal.
- C. If the owner of the animal cannot be located or cannot be determined, a copy of the affidavit for the search warrant, the search warrant, and the inventory of the animals seized shall be conspicuously posted at the place where the animals were seized at the time the seizure occurs.
- D. The officer seizing the animal under the warrant shall give a copy of the search warrant, affidavit for the search warrant, and a copy of the inventory of the animal or animals seized to the person from whose possession or premises the animals were taken.
- E. At the option and expense of the owner, the seized animals may be examined by a licensed veterinarian of the owner's choice.

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- F. The City shall petition the Court within fourteen (14) days after the seizure, seeking a determination of whether the animal or animals were cruelly treated. The Court shall also schedule a hearing on the matter as expeditiously as possible within thirty (30) days unless good cause is demonstrated by the City.
- G. The Court shall provide written notice regarding the time and location of the hearing shall be provided to the owner of the seized animal. The court may order the publication of a notice of the hearing in a newspaper closest to the location of the seizure.
- H. If the Court finds by clear and convincing evidence that the seized animal is being cruelly treated or that the animal's owner is unable to adequately provide for the animal in a manner consistent with this title the Court shall deem the animal the City of Hobbs Property. Upon final order, the Court may place the animal for adoption or provide for the humane destruction of the animal if deemed necessary. The Owner shall be liable for the cost of boarding the animal and all necessary veterinary examinations and care provided to the animal.
- I. If the Court finds by clear and convincing evidence that the seized animal is not being cruelly treated, and the animal's owner is able to adequately provide for the animal in a manner consistent with this title, the Court shall return the animal to its owner. City shall bear the cost of boarding the animal and all necessary veterinary examinations and care during the pendency of the proceedings.

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

State Law reference— Seizure of Animals, NMSA 1978, § 30-18-1.1 (2023).

Title 6 ANIMALS¹

Chapter 6.04 HOBBS ANIMAL ORDINANCE

6.04.010 Short title.

This chapter shall be known and may be cited as the "Hobbs Animal Ordinance".

It is the intent of the City Commission that enactment of this chapter will protect animals from neglect and abuse, will protect residents from annoyance and injury, will encourage responsible ownership of animals as pets, will assist in providing housing for animals in an adoption center and will partially finance the Animal Protection Department's functions of adopting, housing, licensing, enforcement and recovery. It is the intent of the City Commission to organize and utilize advisory groups to assist with improving public awareness about subjects pertaining to the enactment of this chapter.

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

6.04.020 Definitions.

For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

"Abandon" means to leave an animal for more than twenty-four (24) hours without making effective provisions for its proper feeding and care.

"Animal" means any vertebrate member of the animal kingdom except humans.

"Animal Protection" means the staff, facility, programs, kennels, lot, premises, and buildings maintained by the City for the implementation of the protection and care of animals.

"Animal Protection Officer" means a City of Hobbs Animal Protection officer or supervisor.

"Animal Fighting Paraphernalia" means equipment that any reasonable person would ascertain is used for animal fighting purposes which includes, but is not limited to:

1. Instruments designed to be attached to the leg of a bird, such as (a) boxing gloves, knife, gaff, or other sharp instrument;
2. Items to train and condition animals to fight including, but not limited to, hides or other material used as hanging devices to strengthen and/or condition dogs, wooden sticks or handles used to pry open dog's jaws, performance enhancing drugs or substances, or food or water additives; and
3. The presence of any animal that appears to be a fighting animal alone or together with animals suspected of being used as bait animals including but not limited to rabbits, cats, and other dogs.

¹Editor's note(s)—Ord. No. 1024, adopted Nov. 2, 2009, repealed the former Title 6, Ch. 6.04., §§ 6.04.010—6.04.090 and enacted a new Title 6 as set out herein. The former Title 6 pertained to animals and derived from Prior code §§ 6-1—6-8; Ord. 826 § 3 (part), 1995; Ord. 903, 2003; Ord. 909 (part), 2003; Ord. 933 (part), 2005; Ord. 1018, Amd. 2, 9-21-2009. For a complete derivation see the Ordinance Disposition list and Code Comparative Table at the end of this volume.

"Bait animal" is an animal used to train and/or condition other animals to fight and includes but is not limited to dogs, cats, and rabbits exposed to attack by other animals used or trained to be used in fighting or to make the attacking animal more confident and aggressive.

"Bite" means an actual puncture or tear of the skin inflicted by the teeth of an animal.

"Bona Fide Animal Show" includes events sanctioned by organizations such as the American Kennel Club (AKC) or North American Dog Agility Council (NADAC), generally organized by local clubs, and including conformation events or performance events such as obedience, agility, and tracking.

"Breeding" means permitting, either intentionally or unintentionally, a female dog or cat to produce offspring.

"Canine hybrid" means:

1. Any canine which has or had a pure wolf or pure coyote as a parent or grandparent; or
2. An animal represented by its owner to an Animal Protection Officer, law enforcement officer, or to a veterinarian to be the offspring, cross, mix, or hybrid of a wolf or coyote within the preceding two (2) generations; or
3. Any animal which, because of its pure wolf or pure coyote ancestry, cannot be vaccinated against rabies.

"City" means the area within the jurisdictional boundaries of the City of Hobbs, including privately owned land, excluding the area within the jurisdiction of the United States Government or the State of New Mexico.

"City Manager" means the City Manager of the City of Hobbs or his designated representative(s).

"Commission" means the Mayor and City Commissioners.

"Confinement" means detainment or isolation of an animal.

"Dangerous animal" means any of the following:

1. An animal which, when unprovoked, engages in behavior that requires a defensive action by a person to prevent bodily injury to a person or another animal which is off the property of the owner of the animal in question.
2. An animal which, when unprovoked, injures a person in a manner which does not result in muscle tears or disfiguring lacerations, or require extensive corrective or cosmetic surgery.
3. An animal which, because of its poisonous sting or bite, would constitute a significant hazard to the public.

"Designee or designated representative" means the Animal Protection Supervisor or other appropriate staff.

"Enclosed" means a parcel of land completely surrounded at the perimeter by a wall or fence of sufficient height and strength to contain animals within, or by an electric or invisible fencing that has been approved by the City Manager.

"Establishment" means a place of business together with its grounds and equipment.

"Fowl" means turkeys, geese, ducks, guineas, chickens and all other domesticated fowl.

"Grooming parlor" means an establishment or part thereof maintained for the purposes of performing cosmetological services for animals.

"Guard dog" means a dog that is used to protect a commercial property, but excludes a dog used exclusively to guard livestock.

"Hobby breeder site" means a non-commercial animal facility or premises operated by a person involved in voluntary or involuntary breeding of dogs or cats and the resultant offspring are not sold for resale to commercial outlets or for the purpose of research, testing, or laboratory experimentation.

"Household" means the collection of individuals, related or not, who reside at one (1) street address.

"Kennel" means a commercial establishment operating for intended profit where dogs or cats are boarded, kept, or maintained.

"Kennel area" is a secure space within which an animal is housed that is of sufficient height and strength to contain the animal within and provide sufficient room for the animal to comfortably move around within the structure. This includes all area available to the animal during a twenty-four-hour period.

"Licensed veterinarian" means an individual with a doctor of veterinary medicine degree who is licensed to practice in the state.

"Livestock" means horses, cattle, pigs, sheep, goats, rabbits, fowl, or any other domestic animals typically used in the production of food, fiber, or other products or activities defined by the City Manager as agricultural.

"Lot" means a parcel or plot of ground with common ownership. To be one (1) lot all the ground contained within said plot or parcel must be contiguous.

"Multiple animal site permit" means permit issued to an individual/household who does not qualify as a shelter, refuge, professional animal establishment, or hobby breeder but who wishes to keep dogs or cats in excess of the maximum allowed under this title.

"Owner" means a person eighteen (18) years of age or older or the parent or guardian of a person under eighteen (18) years of age who owns, harbors, keeps an animal, has one (1) in his care, or permits an animal to remain on or about the premises owned or controlled by him.

"Person" means an individual, household, firm, partnership, corporation, company, society, association or legal entity, and every officer, agent or employee thereof.

"Permitted premises" means the establishment, household, property or site for which a valid permit has been issued by the City for use as a kennel, grooming parlor, pet shop, refuge, shelter, hobby breeder site or multiple animal site.

"Pet shop" means any premises, or part thereof, open to the public which engages in the purchase, sale, exchange or hire of animals of any type, except the term shall not apply to premises used exclusively for the sale of livestock.

"Premises" means a parcel of land and the structures thereon.

"Professional animal establishment" means any kennel, grooming parlor, or pet shop, with the exception of state inspected veterinary hospitals and federally inspected laboratory facilities and zoos.

"Qualified assistance animal" means:

1. A dog trained or being trained by a recognized school for training dogs to assist persons with disabilities.
2. An animal recognized as a service animal pursuant to the Americans with Disabilities Act of 1990.
3. Any other animal approved by the governor's committee on concerns of the handicapped as acceptable in public places and trained to provide some special assistance to a person with a disability.

"Quarantine" means detention or isolation of an animal in order to observe for rabies or other communicable diseases.

"Refuge" means an establishment owned or operated by a non-profit organization whose sole function is to aid and comfort more than four (4) animals, and where animals are not bred.

"Rescue animal" means animals that are rescued by a bona fide humane society or other recognized rescue organization or by an individual who received prior written recognition by the City Manager to rescue and temporarily care for animals in order to place them into permanent homes.

"Residential neighborhood" means an area where at least ninety (90) percent of the lots in the block containing the subject lot and the block facing the subject lot are single or multi-family residences or vacant.

"Shelter" means a non-profit animal facility operated by an individual or group or member of a recognized animal humane association for the purpose of bringing aid and comfort to dogs or cats, and where animals are not bred.

"Show animal" means a dog or cat, which is registered with a recognized registry organization, or is a member of a breed which is not eligible to be registered if that breed has been approved by the City Manager and which is involved in bona fide animal shows.

"Sterilized" means to be rendered permanently incapable of reproduction.

"Stray" means a dog, canine hybrid or livestock found running at large.

"Supervisor" means the Supervisor of the Animal Protection Department of the City of Hobbs.

"To run or running at large" means any dog, canine hybrid or livestock free from physical restraint beyond the boundaries of the owner's premises.

"Trap, neuter and return (TNR)" is the practice of humanely trapping un-owned cats, having them evaluated, vaccinated, sterilized and ear-tipped by a veterinarian and returning them to the location where they were trapped.

"Trolley" means a cable strung between two (2) fixed and stable points, to which a dog on a tether is attached, allowing for freedom of movement.

"Vaccination" means protection provided against rabies by inoculation with a vaccine as required by NMSA 1978 § 77-1-3 (1979).

"Vicious animal" means an animal which kills or seriously injures a person or domesticated animal; resulting in muscle tears or disfiguring lacerations, requiring multiple sutures or extensive corrective or cosmetic surgery. Vicious animal does not include an animal which bites, attacks or injures a person or animal that is unlawfully upon its owner's premises. The provocation of an animal by a person is an affirmative defense to a charge of keeping or harboring a vicious animal.

"Weatherproof enclosure" means an enclosure designed to protect the animal against disagreeable or harmful atmospheric conditions, i.e. storm, rain, snow, etc.

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

6.04.030 Rules and regulations.

Reasonable rules and regulations may be prescribed by the City Manager to carry out the intent and purpose of this chapter, pursuant to standards created by this chapter. The City Manager may delegate his powers to the Supervisor as he may deem expedient. The Supervisor may delegate such powers to the duly appointed Animal Protection Officers as he may deem expedient. An Animal Protection Officers shall wear a uniform and shall carry appropriate identification. Identification is to be surrendered to the City upon cessation of employment.

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

6.04.040 Procedures for complaints.

- A. A complaint alleging any violation of this chapter may be filed with the City by a person who has personal knowledge of such violation and who can identify the owner of the animal involved or the premises where the animal is located. The City Manager may require the complainant to provide his name and address and swear to and affirm the complaint.
- B. It is unlawful for any person to intentionally make a report to the City Manager, which that person knows to be false at the time of making it, alleging a violation by another person of any violation of the Hobbs Animal Ordinance.

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

6.04.050 Procedure for City Manager and Animal Protection Officers.

- A. The City Manager, Supervisor and Animal Protection Officers shall have the authority, and are directed to investigate upon probable cause, any alleged violation of this chapter or of any law of the State of New Mexico relating to the care, treatment, control and prevention of cruelty to animals.
- B. Animal Protection Officers are authorized to inspect premises as necessary to perform their duties. If the owner or occupant of the premises objects to inspection, a warrant shall be obtained from a court of competent jurisdiction prior to inspection. No warrant shall be necessary if probable cause exists to believe that there is an emergency requiring such inspection or investigation.
- C. Whenever the City Manager has probable cause to believe that a person has violated this chapter, the City Manager may prepare a criminal complaint to be filed with the appropriate court or prepare a citation for the alleged violator to appear in court. The citation shall contain the name, address and telephone number, if known, of the person violating this chapter, the driver's license number of such violator, if known, the code section allegedly violated, and the date and place when and where such person allegedly committed the violation, and the location where such person shall appear in court and the deadline for appearance. The City Manager shall present the citation to the person he has probable cause to believe violated the code section in order to secure the alleged violator's written promise to appear in court by having the alleged violator sign a copy of the citation. The City Manager shall deliver a copy of the citation to the person promising to appear.
- D. If the alleged violator refuses to give his written promise to appear, the City Manager shall file a criminal complaint with the City of Hobbs Municipal Court.
- E. Neither the City Manager nor the Supervisor nor the Animal Protection Officers shall have the authority to dismiss a citation.

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

6.04.060 Waiver.

- A. The City Manager shall have the authority to grant waivers.
- B. Any person seeking a waiver pursuant to this title shall file a written application with the City Manager. The written application shall contain information which describes the ordinance section for which a waiver is requested and the reason for the waiver.
- C. Any person seeking a waiver shall indicate in his application to the City Manager the specific reason why he should not be required to meet the established ordinance criteria. The applicant shall also include a written

statement that he has personally contacted all residents and owners of properties within four hundred (400) feet of the property in question and none oppose the waiver being requested.

- D. In determining whether to grant or deny the application, the City Manager shall balance the hardship to the applicant, the community and other persons of not granting the waiver against the potential adverse impact on the animals and residents affected.
- E. Waivers shall be granted by notice to the applicant and all residents and owners of properties within four hundred (400) feet and may include all necessary conditions, including time limits, on the permitted activity. The waiver shall not become effective until all conditions are agreed to by the applicant. Noncompliance with any condition of the waiver shall terminate it and subject the person holding it to those provisions of this title.

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

6.04.070 Fees, permits and licenses.

- A. Fees for licenses, services and permits required pursuant to this chapter shall be established through resolution adopted by the Commission.
- B. A permit is not a property right.
- C. The City Manager can refuse to issue, revoke, suspend or modify permits and impose conditions or limits upon the issuance of permits, including the declaration of moratoria regarding issuance of permits.
- D. Permits expire on December 31st of each year, unless otherwise specifically provided in this title.
- E. Permit fees paid after July 1st in initial year of purchase will be prorated by the month. Permit renewals shall not be prorated.
- F. A late fee of fifty dollars (\$50.00) or fifty (50) percent of the permit fee, whichever is less, shall be charged for all permit renewals after January 31st of each year.
- G. Permits are not refundable or transferable except as provided for in this title.

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

6.04.080 City animal protection facilities.

- A. There are established one (1) or more City animal protection facilities which shall be located in such numbers and at such sites as shall be designated by the Commission.
- B. The animal protection facilities shall be operated to provide service to the general public during the hours set by the City Manager.

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

6.04.090 Impounding animals.

- A. An Animal Protection Officer may take up and impound in any designated animal protection facility stray animals or livestock or any animal or livestock kept or maintained contrary to the requirements of this code.
- B. The animal shall be confined in accordance with the City's regulations.
- C. The owner shall be responsible for all impound fees, boarding fees and other costs whether or not the animal is reclaimed.

(Supp. No. 14)

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- D. Reclaim of animal and payment of fees or presentment of valid permit does not waive prosecution for violations under this chapter.
- E. The owner shall be required to abide by one of the following in order to reclaim any unsterilized dog or cat:
1. An unsterilized dog or cat reclaimed by its owner shall be released upon presentment of a valid hobby breeder permit plus payment of impound fees, boarding fees and other costs imposed by the City; or
 2. An unsterilized dog or cat reclaimed by its owner shall be released upon entering into a sterilization contract and payment of the sterilization fee plus payment of impound fees, boarding fees and other costs imposed by the City.
 3. Sterilization fee will be refunded to the owner of any dog or cat that is sterilized by a licensed veterinarian, other than the veterinarian contracted with the City, within thirty (30) days after release. To obtain a refund the owner must provide a written certificate from the licensed veterinarian stating the animal has been neutered or spayed containing sufficient description to match reclaimed animal.
 4. Canine hybrid will not be released unsterilized.
 5. Owner must provide proof that they possess a current City license (or proof of non-residency) and rabies vaccination for the animal.
- F. A sterilized dog with current rabies vaccination, current City license, and a microchip may be reclaimed without owner being cited for running at large once each calendar year. Owner shall be responsible for impound and boarding fees.
- G. Any animal which is not reclaimed becomes the property of the City and may be placed for adoption or humanely destroyed in accordance with City's policy and procedures.
- H. The Animal Protection Department may require inspection of enclosures for livestock prior to reclaim.
- I. The City Manager is hereby authorized to place for adoption unclaimed livestock that has been impounded by the City and to execute adoption papers to the purchaser at the end of a ten-day waiting period.
1. Adoption of large livestock may be done after submitting a sealed bid to the Animal Protection Department.
 2. Adoption of small livestock may be done after paying an adoption fee to the Animal Protection Department.
- J. The Supervisor shall maintain, for a reasonable period of time or as required by law, a record of all animals impounded. At least the following information shall be included:
1. Complete description and picture of the animal;
 2. Manner and date of its acquisition;
 3. Date, manner, and place of impoundment;
 4. Impoundment number;
 5. Date, manner, and description of final disposition.
- K. Owner relinquishing an animal shall be required to complete an owner's release at the time of impoundment.
- L. An Animal Protection Officer may take possession of a stray animal not wearing a current rabies tag, if required, who is deemed critically injured or critically ill for euthanizing. A report must be filed with the City Manager.

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- M. Whenever the City Manager finds that any animal is or will be without adequate care because of injury, illness, incarceration or other absence of the owner or person responsible for the care of such animal, the City Manager may take up such animal for protective care. The owner of the animal may reclaim the animal after paying all required fees and costs imposed by the City. If the animal is unclaimed at the end of the protective custody period, the animal will become the property of the City and may be placed for adoption, be humanely destroyed or otherwise disposed of by the City.

(Ord. No. 1024, 11-2-2009; Ord. No. 1111, 1-2-2018)

State law reference(s)—Sterilization agreement and sterilization deposit required, NMSA 1978, § 77-1-20 (1993).

6.04.100 Retention of strays or owner-surrendered animals.

- A. No person shall, without the knowledge and consent of the owner, hold or retain possession of any animal for more than twenty-four hours without first reporting the possession of the animal to the Animal Protection Department.
1. The report shall contain the person's name and address, a true and complete statement of the circumstances under which he took up the animal, and the precise location where the animal is confined.
 2. No person having such an animal in his possession shall refuse to immediately surrender the animal to an Animal Protection Officer upon demand.
- B. Duly incorporated humane societies or the rescue arms of accredited dog and cat clubs or horse organizations capable of providing proper confinement, shelter, and care for stray, lost or owner-surrendered animals shall be allowed to assume the care of such animals.
1. The owner of a stray animal wearing a rabies tag or other form of identification shall be notified that the animal has been impounded.
 2. If the owner is not located within three (3) working days the society may assume responsibility for finding the animal a new home.
- C. The owner of an animal may surrender the animal to the City animal protection facilities provided:
1. The owner shall be required to sign an owner relinquishment form; and
 2. The owner shall be required to pay a surrender fee to offset the cost associated with intake and vaccination of the animal; or
 3. In the event the owner is requesting to surrender an unwanted litter, the owner may surrender the litter, have the mother of the litter sterilized, and pay the sterilization fee in lieu of paying the surrender fee for each animal in the litter.

(Ord. No. 1024, 11-2-2009; Ord. No. 1112, 1-2-2018)

6.04.110 General provisions.

- A. No person shall operate a hobby breeder site, shelter, refuge or professional animal establishment, without a valid permit. A person may obtain an annual permit under the following conditions:
- a. Payment of an annual permit fee at the office of the Animal Protection Department. Failure to renew the permit within thirty (30) days of the expiration date shall result in the assessment of a penalty fee in addition to the cost of the permit.

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- b. The permit application shall contain the following information at a minimum:
 - 1. Name of applicant/organization;
 - 2. Address of applicant/organization;
 - 3. Telephone number of applicant/organization;
 - 4. Federal Tax Identification Number (not applicable to hobby breeder);
 - 5. The location where the animals will be kept;
 - 6. Maximum number of animals expected to be kept on site;
 - 7. Plot plan of location showing placement and sizing of kennel area and runs;
 - 8. The City Manager may require such other information as is deemed necessary in order to determine whether to approve or deny a permit under this article.
 - c. Upon presenting proper identification and at a reasonable hour, a representative of the Animal Protection Department shall be allowed access to any permitted premises for the purpose of inspection on an annual basis or upon reasonable notice. Permits may be suspended for failure to comply with the requirements of this chapter, as well as for violation of other applicable laws, regulations, and ordinances.
 - d. Kennel area facilities shall be structurally sound and constructed of nontoxic materials. Interior floors shall be smooth, easily cleanable construction and impervious to water. The premises shall be kept clean, sanitary and in good repair in a manner which will protect animals from disease and injury.
 - e. Animals maintained in pens, cages or runs for periods exceeding twenty-four (24) hours shall be provided with adequate space to prevent overcrowding and to maintain normal exercise according to species. Such cages holding cats must contain a litter box.
 - f. Permit shall be posted in a conspicuous place on the premises.
 - g. Permits are not transferable.
 - h. Adequate weatherproof housing shall be provided in all permitted premises with proper ventilation and temperature, and sufficient lighting and shade.
 - i. Outside housing shall protect animals from weather that may be detrimental to the health of the animals.
 - j. Restraint of animals shall be accomplished by adequate pens, cages, runs or fencing maintained at all times to contain the animals.
 - k. Provisions shall be made for the removal and proper disposal of animal and food waste, soiled bedding, dead animals and debris. Animals shall be removed from cages and protected from water and cleaning agents during cleaning. Disposal facilities shall be operated in a manner which will minimize vermin infestation, odors and disease. Adequate drainage shall be maintained.
 - l. Excessive and night-time noise shall be eliminated.
 - m. Unsterilized adult animals shall be segregated by sex when in mating season, except where otherwise indicated for health, welfare or breeding purposes. Animals shall be housed in compatible groups.
 - n. Vicious, diseased or injured animals and animals that have bitten a person shall be individually caged.
 - o. Animals shall be provided with clean, fresh, sufficient and wholesome food and water. Food and water containers shall be kept clean.
 - p. Sanitary, pest-free storage of food and bedding shall be provided.

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- q. Each animal shall be observed daily by the person in charge. Programs for disease control and prevention shall be maintained and available for examination by an Animal Protection Officer. Sick, diseased, injured, lame or blind animals shall be provided with appropriate veterinary care. Humane euthanasia will be provided when necessary in accordance with New Mexico Administrative Code, Title 16, Chapter 24, Parts 1 through 5. The person in charge who suspects an animal of being rabid shall immediately notify the City Manager and segregate the animal.
 - r. Every dog or cat offered for sale, adoption, barter, to be given away or any other transfer or conveyance shall have been given age appropriate vaccinations by a veterinarian. A certificate providing the name of the veterinarian and the date of treatment must be provided to the recipient at the time of transfer.

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

6.04.120 Shelter-Refuge-Professional animal permit and hobby breeder permit.

- A. The number of adult dogs or cats, or any combination thereof, which a hobby breeder site, may keep is established by the following factors:
 - 1. The area of the permitted hobby breeder site shall be limited to ten (10) percent of the total area of the premises.
 - 2. Within the kennel area of a hobby breeder site, seventy-five (75) square feet of area shall be provided for each dog weighing less than thirty (30) pounds; one hundred (100) square feet for each dog weighing between thirty (30) and fifty-nine (59) pounds, one hundred twenty-five (125) square feet per dog over sixty (60) pounds, and twenty-five (25) square feet of space per cat excluding the area occupied by the litter box.
 - 3. In the kennel area the animal must be able to stand and walk freely and have room for shelter (for outdoor facilities), food, water, and litter boxes for cats.
- B. The number of adult dogs or cats, or any combination thereof, which a shelter, refuge, professional animal site may keep is established by the following factors:
 - 1. The kennel area must provide at least seventy-five (75) square feet of area for each dog weighing less than thirty (30) pounds; one hundred (100) square feet for each dog weighing between thirty (30) and fifty-nine (59) pounds, one hundred twenty-five (125) square feet per dog over sixty (60) pounds, and twenty-five (25) square feet of space per cat excluding the area occupied by the litter box.
 - 2. In the kennel area the animal must be able to stand and walk freely and have room for shelter (for outdoor facilities), food, water, and litter boxes for cats.
 - 3. A record shall be kept of animal inventory, disposition, and inoculations and shall be available for examination by an Animal Protection Officer.
- C. Hobby breeders must continue to care for or otherwise provide for adoption, rescue or some other type of sanctuary for animals no longer being used for breeding. Site records must reflect compliance with this provision.

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

6.04.130 Pet store.

- A. Pet stores shall not sell dogs, canine hybrids or cats but may sell other living creatures including, but not limited to, fish, birds, rodents, insects, arachnids, reptiles and other permissible exotic animals.

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- B. No pet store shall conduct business in the City without a shelter-refuge-professional animal site permit.
 - C. Applicant for a permit must have a valid New Mexico Tax ID number and a City business registration.
 - D. Animals must be kept and maintained in a humane manner with adequate food, water and shelter. Animals must be housed and displayed in such a way to provide adequate enclosure space based on the size and habitat requirements of the animal.
 - E. No permit holder may sell or offer for sale any animal from a mobile facility or at a site away from the permitted site without obtaining a mobile business registration from the City Clerk.
 - F. A permit holder shall be liable for the medical costs including medicine, up to the amount received for the sale of the animal, for any animal that is diagnosed as sick by a veterinarian qualified for the species within one (1) week from the date of sale.
 - 1. Permit holder shall reimburse purchaser the costs associated with the sick animal.
 - 2. Purchaser shall be allowed to keep the animal.
 - 3. Permit holder or purchaser may appeal to the City Manager if there is a dispute regarding the fact or the illness or the amount of the charges.
 - G. Permit holder shall keep thorough and accurate records for each animal sold. Records shall be kept for three (3) years. Records shall be made available for inspection upon demand by the City Manager. Records shall include, but are not limited to:
 - 1. Date of sale.
 - 2. Purchaser's name, address and telephone number.
 - 3. Description and picture of animal.
 - 4. Origin of animal.
 - H. Animals with known or suspected communicable diseases shall be isolated, as appropriate, and treated as soon as possible.
 - I. The daily use of antibiotics for preventative purposes, and not to treat a specific illness or condition, is prohibited whether administered in food, water or by any other method.

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

6.04.140 Guard dog site.

- A. A guard dog may be used at commercial property only.
- B. No person shall use a guard dog without having a New Mexico Tax ID number and a Hobbs Business Registration.
- C. Owner of unsterilized guard dog must have a hobby breeder permit.
- D. A guard dog shall not be used for property in a residential neighborhood or within two hundred fifty (250) feet of a school.
- E. The area where the guard dog is to be used shall be secured in such a manner as to prevent its escape.
 - 1. The outside area where the guard dog is on duty must be enclosed by a secure fence at least six (6) feet in height with a forty-five-degree angled top which extends back into the enclosure. Such extension shall not be included in the measurement of the fence height and shall not be made of barbed wire or

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- other similar material which would harm the dog. Enclosure shall be designed [to] effectively contain the animal at all times.
2. The doors, windows, and all other openings to the outside of a building in which a guard dog is on duty shall be secured to prevent its escape.
- F. The property using a guard dog shall be posted with warning signs at least 24 × 12 inches with three-inch letters.
1. The warning signs shall state "guard dog" and "guardia" and shall show a picture of an aggressive dog.
 2. The warning signs shall be posted not more than fifty (50) feet apart on the exterior of the fences or walls surrounding the property and shall be posted at all exterior corners of the site and at every entrance to the site.
- G. The escape of a guard dog from a guard dog site is a violation of this section and can constitute a basis for seizure of the dog.
- H. A guard dog shall have a current rabies tag and a valid license tag securely affixed to its collar or harness.
- I. If the City Manager determines it is necessary to control noise at the guard dog site, the City Manager may require the owner of the site or owner of the guard dog to construct a barrier which breaks the guard dog's line of site to the exterior and adequately buffers the noise.
- J. Vehicles used to transport guard dogs shall be secured so the public is protected from injury, shall be constructed or modified to ensure that the guard dog is transported in a safe and humane manner that does not violate this title, and shall be posted with warning signs on each side of the vehicle.
- K. No breeding of animals is allowed at a guard dog site.

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

6.04.150 Litter permit.

- A. An owner who intentionally or unintentionally breeds a dog or cat and who does not have a current shelter-refuge-professional animal permit or hobby breeder permit shall purchase a litter permit for each litter. A female dog or cat shall have no more than one (1) litter and each household shall be limited to no more than four (4) litters in any calendar year. A litter permit will not be issued and owner will be in violation of this section, if found to have had a female dog or cat with more than one (1) litter or more than four (4) litters in the household in a calendar year.
- B. The litter permit application shall contain the following information at a minimum:
1. Name of applicant.
 2. Address of applicant.
 3. Telephone number of applicant.
 4. Description and picture of female animal.
 5. The City Manager may require such other information as is deemed necessary in order to determine whether to approve or deny a license under this article.
- C. Litter permit is good for six (6) months from date of issue and must be obtained no later than one (1) week after the birth of the litter.
- D. The owner shall not advertise, barter for, sell, or give away any puppy or kitten unless the applicable permit number is displayed legibly in all advertisements. The owner shall furnish the litter permit number to any

potential recipient upon request. Failure to list permit number or advertising without prior purchase of permit is a violation of this section.

- E. Puppies and kittens can only be bartered for, sold, given away or other transfer or conveyance from the applicant's address as listed on the litter permit. Puppies or kittens being bartered for, sold, given away or other transfer or conveyance on public or commercial property even with the property owner's permission are in violation of this title.
- F. Every dog or cat offered for sale, barter, given away, adopted or any other transfer or conveyance will have been given age appropriate vaccinations by a veterinarian. A certificate providing the name of the veterinarian and the date of treatment must be provided to the recipient at the time of transfer.

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

6.04.160 Reduced cost spay and neuter program.

The City of Hobbs has a targeted dog or cat spay and neuter program aimed at assisting those citizens most in need: the elderly, disabled, or very low income.

- A. Participants must meet one of following requirements (income information is subject to verification):
 - 1. Persons sixty-five (65) or older; or
 - 2. Disabled persons (qualify for Social Security disability income payments); or
 - 3. Persons that meet the Federal Poverty Level (FPL) as determined by the Department of Health and Human Services (HHS).
- B. Cost to participants required pursuant to this section shall be established and adopted through resolution adopted by the Commission.
- C. Spay and neuter program includes the surgery, vaccinations (FVRCP and Rabies/cat or DHLPP and Rabies/dog), one (1) night's hospitalization, and return visit for suture removal, if needed.
- D. There shall be a charge to participants who fail to keep an appointment or do not provide four (4) business days notice to cancel an appointment. This charge shall be established and adopted through resolution.
- E. Minimum age of dog or cat at time of surgery is three (3) months.
- F. Dogs must be restrained on a leash and cats must be in a carrier upon arrival at the Hobbs Animal Adoption Center.
- G. If the animal needs to be treated for flea and tick infestation prior to surgery, the additional days of care will be charged the "boarding fee" rate.
- H. City Manager reserves the right to postpone surgery or refuse to perform surgery if the animal is not healthy enough to undergo surgery.

(Ord. No. 1024, 11-2-2009; Ord. No. 1113, 1-2-2018)

6.04.170 Discount spay or neuter certificates.

- A. Animal Protection Department shall make available to citizens of Hobbs a certificate to spay or neuter one (1) cat or dog which may be used at any veterinary clinic accepting such certificate.
- B. Certificate shall be limited to one (1) per household per year based on annual funding.

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- C. Certificate shall expire sixty (60) days after issue and shall not be renewed.
 - D. Proof of City residency is required. Acceptable proof includes, but is not limited to:
 - 1. Current utility bill showing service address within Hobbs city limits.
 - 2. Voter registration card showing Hobbs address.
 - 3. Written statement from a City Commissioner verifying residency within their district.
 - E. Proof of current rabies vaccination and valid city license is required for dog or cat to be sterilized.
 - F. Certificate holder is responsible for contacting veterinary clinic to arrange for surgery.
 - G. Certificate holder is liable to veterinary clinic for all charges and services in excess of face value of certificate.
- (Ord. No. 1024, 11-2-2009)

6.04.180 Adoption of dogs and cats.

- A. No dog or cat over the age of three (3) months shall be adopted to a forever home unless it has been spayed or neutered.
- B. Persons adopting a dog or cat under three (3) months of age shall sign an agreement to return the animal to the adoption center at a set date for sterilization or before date for sterilization, provide proof the animal has been sterilized by a licensed veterinarian. Proof must include a picture and clearly describe the animal.
- C. Failure to return animal for sterilization at the adoption center or to provide proof animal has been sterilized is a violation of this chapter.

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

6.04.190 Animals biting persons.

- A. The owner of an animal that bites a person and a person bitten by an animal have a duty to report that occurrence to the Animal Protection Department within twenty-four (24) hours of the occurrence. The owner of an animal that bites a person shall surrender said animal to an Animal Protection Officer if the officer deems it necessary to impound said animal for a period of observation.
- B. A physician who renders professional treatment to a person bitten by an animal shall report to the City Manager that he has rendered professional treatment within twenty-four (24) hours of his first professional attendance. The physician shall report the name and address of the person bitten as well as the type and location of the bite. The physician shall report the name and address of the owner of the animal that inflicted the bite, if known and any other facts or details that may assist the Animal Protection Officer in ascertaining the immunization status of the animal.
- C. An animal that bites a person shall be confined and observed for a period of ten (10) days from the date of the bite at the animal adoption center, a veterinary hospital or an approved kennel. However, if the animal has a current vaccination for rabies, the City Manager may permit quarantine of such animal at the owner's home. Home confinement shall not be permitted unless the premises have been inspected and approved for such purpose by the Animal Protection Officer. If observance of the animal is denied or prevented, the animal shall immediately be confined at the animal adoption center for the remainder of the quarantine period. The owner of the animal shall bear the cost of confinement. The owner of the animal shall be required to enter into an indemnity agreement on a form approved and prescribed by the City Manager for such home confinement.

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- D. If the animal shows signs of sickness, abnormal behavior, or if the animal escapes confinement, the person shall immediately notify the Animal Protection Department. The person having custody of an animal that dies during the confinement period shall notify the Animal Protection Department and surrender the carcass of the animal to an Animal Protection Officer.
 - E. If an officer deems it necessary to impound an animal for observation for violation of the above conditions and/or severity of the bite, the owner cannot remove the animal from observation until the observation period is complete. The owner shall bear the cost of confinement.
 - F. The owner of any animal over three (3) months of age that has bitten a person shall be required to pay the reclaim fee, sterilization fee or provide proof of sterilization before the animal will be released from impound restrictions.
 - G. It is unlawful for a person to keep an animal known to have bitten any person on two (2) separate incidents. The owner has a duty to destroy said animal humanely or surrender such an animal to the Animal Protection Department for proper humane euthanizing upon the order of the court. This does not include an animal which bites, attacks, or injures a person unlawfully upon its owner's premise.

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

6.04.200 Animal license.

- A. It is unlawful for any person to own or harbor a dog, canine hybrid or cat over the age of three (3) months without obtaining a license for such animal. Persons who are not City residents and who keep such an animal in the City for less than fifteen (15) consecutive days or less than thirty (30) days in a calendar year shall be exempt from this license requirement.
- B. Applications for licenses shall be made on forms provided by the Animal Protection Department. All applications shall include the name of the legal owner of the animal, the mailing address and physical address of the owner. It is unlawful for any person to knowingly falsify information concerning animal ownership, the owner's address, animal description, or any other information required on the application.
- C. Licenses shall be purchased for one (1) year. A three-year license may be purchased if the animal has a current three-year rabies certificate, which is good for at least two-thirds of the licensing period. A one-year or three-year license must be renewed upon its expiration date. Failure to renew the license within thirty (30) days of the expiration date shall result in the assessment of a penalty fee in addition to the cost of the license.
- D. A current rabies certificate must be presented at the time of applying for a license.
- E. Pet identification is mandatory. Identification techniques may be used that reflect technological advances, such as microchip technology, if owner information is obtainable by an Animal Protection Officer, Shelter, Veterinarian, or other appropriate organization. Methods of identification should include one (1) of the following, but is not limited to, microchip, license tags, identification tags, or tattoos applied by a veterinarian.
 - 1. If the only means of identification used is a tag, the current license tag shall be securely affixed to the collar or harness which shall be worn by the animal at all times unless the animal is being housed in a kennel or veterinary hospital, or appearing in a bona fide animal show, or is being trained; provided, however, that the person who is training the animal shall have in his personal possession a valid license tag for each animal and shall immediately display the license upon request by the Animal Protection Department.
 - 2. Identification methods must be kept up to date and current with owner information.

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- F. License tags shall not be transferred from animal to animal.
 - G. The license fee shall not apply to qualified service animals. All other licensing requirements shall apply.
 - H. Shelters facilities, refuge establishments and approved rescue foster homes are exempt.
 - I. License expires December 31st of year purchased or third year as applicable.

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

6.04.210 Number of animals allowed.

- A. No person or household shall own, harbor or keep more than a combined total of five (5) dogs or cats or any combination thereof over the age of three (3) months without a valid shelter-refuge-professional animal permit, hobby breeder site permit or multiple animal site permit.
 - 1. A household may have up to five (5) dogs or cats or any combination thereof provided that all of the animals shall be sterilized.
 - a. A medical waiver certificate may be acceptable in cases when the sterilization of an animal would pose a substantial threat to the health of the animal. The certificate shall be on official letterhead from a licensed veterinarian and shall contain the name and address of the owner of the animal, a description of the animal, the medical condition prohibiting sterilization, and the date upon which the animal may be sterilized. A medical waiver certificate must be resubmitted annually. This does not waive the reclaim fee.
 - 2. No person or household shall permit or allow the breeding of a dog or cat in the absence of a valid hobby breeder site permit or litter permit.
 - 3. No person or household may own, harbor or keep more than four (4) canine hybrids, all of which must be sterilized, and such ownership of canine hybrids shall not result in a combined number of dogs, cats or canine hybrids totaling more than five (5).

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

6.04.220 Multiple animal site permit.

- A. Any person intending to exceed the maximum limit of dogs and cats in a household as defined in Section 6.04.210 shall obtain a multiple animal site permit.
- B. All dogs and cats at a multiple animal site shall be licensed, spayed or neutered and have current vaccinations. The only exception would be an animal which is unable to be sterilized due to medical reasons. The owner must present valid veterinary certificate as defined in Subsection 6.04.210(A)(a)(1) of this chapter. This does not waive the reclaim fee.
- C. Fostering a pregnant dog or cat and her eventual offspring is a temporary exception to this rule.
- D. Adjoining property owners may petition the City Manager for a revocation, modification or suspension of a multiple animal site permit if the adjoining property owner is reasonably aggrieved by any effects of the multiple animal site.
- E. No person shall keep or maintain more than fifteen (15) dogs or cats or any combination thereof at any multiple animal site permit location, no more than two (2) of which can be unsterilized.
- F. The area provided for the dogs and cats whether in secure runs, kennels or security perimeter fence must be as follows:

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1. Seventy-five (75) square feet of area shall be provided for each dog weighing less than thirty (30) pounds;
 2. One hundred (100) square feet for each dog weighing between thirty (30) and fifty-nine (59) pounds;
 3. One hundred twenty-five (125) square feet per dog over sixty (60) pounds; and
 4. Twenty-five (25) square feet of space per cat excluding the area occupied by the litter box.
- G. Dogs may not be secured on a trolley system.
- H. Upon presenting proper identification and at a reasonable hour, a representative of the Animal Protection Department shall be allowed access to any permitted premises for the purpose of inspection on an annual basis or upon reasonable notice. Permits may be suspended for failure to comply with the requirements of this chapter, as well as for violation of other applicable laws, regulations, and ordinances.
- I. Rescue animals shall be exempt from the fee for a multiple animal site permit while in the custody and care of the rescue organization or individual. Accurate records shall be kept and maintained by the rescue organization or individual, and a City of Hobbs Animal Protection Officer or other City official shall be permitted at any reasonable time to inspect such records and the rescue animals' living conditions.
- (Ord. No. 1024, 11-2-2009)

6.04.230 Restraint of dogs.

- A. A person owning or having charge, custody, care, or control over a dog, shall keep the dog upon his or her own premises by either a secure run or kennel area, an enclosure surrounding the perimeter of the property, or on a trolley device, or any other acceptable means. Direct point chaining to stationary objects is prohibited. Any dog not deemed dangerous and not within a secure enclosure may be restrained by means of a trolley system, or a tether attached to a pulley on a cable run on its owner's property, subject to the following conditions:
1. No canine hybrid can be tethered to a trolley system.
 2. Trolley system shall not be used for any dog that has not been sterilized.
 3. Only one (1) dog per household may be tethered to a trolley system.
 4. There must be a swivel on each end of the tether to minimize tangling.
 5. The tether and cable run must be of adequate size and strength to effectively restrain the dog. The size and weight of the tether must not be excessive, as determined by the Animal Protection Officer, considering the age, size and health of the dog.
 6. The cable run must be at least ten (10) feet in length and mounted either at ground level or at least four (4) feet above ground level.
 7. The trolley system must be designed to prevent the dog from being within four (4) feet of the property boundary.
 8. A dog attached to a trolley system shall be surrounded by a barrier on each side adjoining a public access. The barrier shall be sufficient to prevent children from accidentally coming into contact with the dog.
 9. The tether must be at least ten (10) feet in length unless such length allows the dog to move within four (4) feet of the legal boundary of the property, in which case the tether shall be no less than eight (8) feet in length. If the size of the property will not allow a tether of no less than eight (8) feet, a trolley system shall not be used.

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10. The tether must be affixed to the dog by use of a non-abrasive, comfortably fitted harness. Prong-type, pinch-type, or choke collars shall not be used.
 11. The device must be fastened so that the dog can sit, walk, and lie down comfortably, and must be unobstructed by objects that may cause the device or dog to become entangled or strangled.
 12. The dog must have easy access to adequate shelter, shade, food, and potable water.
 13. The area where the dog is confined must be kept free of garbage and other debris that might endanger the animal's health or safety. Feces shall be cleaned up daily.
 14. The area where the dog is confined must be kept free of insect infestation, such as anthills, wasps' nests, and infestations of fleas, ticks or maggots.
- B. Any dog deemed dangerous shall be confined as defined in Chapter 6.05 of this title, but does not include chaining, restraining, or otherwise affixing the animal to a stationary object.
 - C. The use of a crate is prohibited as a means of outdoor confinement.
 - D. Secure run or kennel area must provide, as a minimum, seventy-five (75) square feet of area for each dog weighing less than thirty (30) pounds; one hundred (100) square feet for each dog weighing between thirty (30) and fifty-nine (59) pounds, one hundred twenty-five (125) square feet per dog over sixty (60) pounds.
 - E. A dog is permitted on the street and in other public places only if on a secure leash not exceeding six (6) feet in length. Longer retractable leashes may be used, provided the person with the dog is capable of controlling the dog. All other animals must be secured in a fashion acceptable for the species of animal. A person physically capable of controlling and restraining the animal must exercise immediate custody. This section does not apply when an animal is participating in a bona fide animal show authorized by the City or appropriate authorities.
 - F. Nothing in this section shall be construed as allowing any animal under physical restraint to commit any act defined as unlawful in this chapter.
 - G. A person who uses electric or invisible fencing designed to confine an animal to his property must clearly post a notice in two (2) separate locations upon the property that such a device is in use.

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

State law reference(s)—Authority to prohibit the running at large of animals, NMSA 1978, §§ 3-17-1 (1993), 3-18-3(A)(2) (1971), 77-1-12 (1979).

6.04.240 Vaccinations.

- A. It is the duty of a person owning or keeping a dog or cat over the age of three (3) months to have the animal vaccinated against rabies as prescribed by NMSA 1978, § 77-1-3 (1979). The City Manager may require that other animals have annual rabies vaccinations.
- B. The veterinarian administering anti-rabies vaccines to any animal shall issue the owner or keeper of the animal a numbered vaccination certificate. The certificate shall contain the name and address of the owner of the animal, a description of the animal vaccinated, the date of vaccination, and the date immunity expires.
- C. The veterinarian shall also furnish the owner or keeper with a metal tag bearing the certificate number. A current rabies tag shall be affixed by the owner or keeper to a collar or harness worn by the animal at all times unless the animal is being kept in an approved kennel or veterinary hospital, is being trained by a professional trainer or is appearing in an approved show.

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- D. It is unlawful for the owner of any dog or cat or any other member of the canine or feline family to fail to exhibit its certificate of vaccination upon demand by the City Manager. This subsection does not apply to any animal under control of the shelters.
 - E. For licensing purposes a medical waiver certificate may be acceptable in cases when the rabies vaccination of an animal would pose a substantial threat to the health of the animal. The certificate shall be on official letterhead from a licensed veterinarian and shall contain the name and address of the owner of the animal, a description of the animal, the medical condition prohibiting vaccination, and the date upon which a vaccination may be given. A medical waiver certificate must be resubmitted annually.

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

Cross reference(s)—Health and Sanitation, Ch. 42.

State law reference(s)—Rabies Control Generally, NMSA 1978, §§ 77-1-5 (1973), 77-1-6 (1979), 77-1-10 (1979).

6.04.250 Abandonment.

It is unlawful for a person to abandon an animal. Abandonment does not apply to the trap, neuter and return (TNR) of feral cats. A person or organization managing un-owned cats by trap, neuter and return is not deemed the owner, keeper, holder or possessor of such cats.

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

6.04.260 Admission of qualified assistance animals to public places.

Notwithstanding any other provision of law, a qualified assistance animal shall be admitted to any building open to the public and to all public accommodations such as restaurants, hotels, hospitals, swimming pools, stores, common carriers and theaters; provided that the qualified assistance animal is under the control of a person with a disability or a trainer of assistance animals. No person shall be required to pay any additional charges for his qualified assistance animal, but shall be liable for any damage done by his qualified assistance animal.

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

State law reference(s)—Similar Provisions, Assistance Animal Act, NMSA 1978, §§ 28-11-1.1 through 28-11-4 (2005).

6.04.270 Animals disturbing the peace.

- A. It is unlawful for a person to allow an animal to persistently or continuously bark, howl or make noise common to their species or otherwise disturb the peace and quiet of inhabitants of the City. Persistent, continuous or loud intermittent noise between the hours of 9:00 p.m. and 7:00 a.m. which can be heard more than fifty (50) feet from the source of the noise is prima facie evidence of violation of this subsection.
- B. It is unlawful to keep or maintain an animal in such an unclean or unsanitary manner that it disturbs others by noxious or offensive odors.

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

6.04.280 Animals killing or injuring livestock or protected wildlife.

- A. It is unlawful for a person to keep an animal known to have killed or injured livestock or protected wildlife. The owner has a duty to destroy said animal humanely or surrender such an animal to the Animal Protection Department for proper humane euthanizing upon the order of the court.
- B. An owner of livestock shall have the right to kill an animal that has injured or killed livestock or protected wildlife while it is upon property controlled by the owner of the livestock.

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

6.04.290 Dogs or livestock on unenclosed properties.

It is unlawful for a person to harbor, tether, stake out, or herd a dog or livestock on an unenclosed premise in such a manner that may allow the animal to go beyond the property line.

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

6.04.300 Animal poisoning.

- A. It is unlawful for a person to make accessible to any animal, with the intent to cause harm or death, any substance which has been treated or prepared with a harmful poisonous substance.
- B. This section does not apply to placement of such substance(s) in order to control vermin of significance to the public health.

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

6.04.310 Dogs or livestock running at large.

- A. It is unlawful for a person to allow or permit any dog or livestock to run at large in or on any alley, street, sidewalk, vacant lot, public property, other unenclosed place in the City, or private property without the permission of the property owner.
- B. A dog or livestock permitted to run at large in violation of this section is declared to be a nuisance and a menace to the public health and safety. Such animal may be taken up and impounded. An Animal Protection Officer may go upon private property in pursuit of an animal which is running at large unless permission to make such pursuit is explicitly refused by the occupant. An officer may not enter a private building or residence in pursuit of an animal.
- C. A working dog performing such acts as herding or search and rescue that is under the control and supervision of the owner or handler shall not be considered as unleashed while performing its duties. A hunting, obedience, tracking or show dog that is under the control and supervision of the owner or handler shall not be considered as unleashed while performing in those capacities.
- D. It is unlawful for an owner, manager, agent, or governing board of any multiple dwelling unit, including mobile home parks and gated communities, to permit any animal to run at large upon the common areas of the multiple dwelling unit.

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

6.04.320 Injury to animals by motorists.

Every operator of a motor or self-propelled vehicle upon the streets and ways of the City shall immediately upon injuring, striking, maiming or running down any animal provide immediate notification to the Animal Protection Department, furnishing sufficient facts relative to the incident. Such animal shall be deemed an uncared for animal within the meaning of Subsection 6.04.090(K) of this chapter.

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

6.04.330 Animals transported in vehicles.

Animals must be kept safe during transport.

- A. Pickup Trucks. Animals that are transported in the bed of a pickup truck must be protected from extreme temperatures and provided with a non-metal surface to sit or stand on.
 - 1. Crate. If an animal is put in a crate or other enclosure, the crate or enclosure must be securely fastened to the bed or sides of the truck so that the crate or enclosure cannot, slide, turn over or fall out.
 - 2. Protection from Weather. No animal shall be left in the bed of a truck whether in a crate or not when the weather is such that the animal will be exposed to extreme heat, cold or rain.
- B. Cars, Vans and RVs. Animals riding inside vehicles that are not in crates or other enclosures must not be allowed access to a window opened wide enough for the animal to jump or fall. Animals riding in open topped or open sided vehicles must be secured in a humane manner to insure the animal cannot jump or fall.
- C. Transporting More Than One Animal. In addition to all other regulations in this article, animals should never be overcrowded when being transported. If the animals are crated or kept in any enclosure, they may be allowed to share a crate but each animal should be able to stand up, move around, lie down and stretch out naturally. If crates or enclosures are stacked, they must be attached securely to prevent the crates or enclosures from falling or turning over. If crates or other enclosures are stacked, the crates or enclosures must have solid bottoms to prevent urine or feces from passing between crates and enclosures.
- D. No person shall intentionally, knowingly or recklessly leave an animal unattended in a closed vehicle for any length of time without providing adequate ventilation to prevent the temperature in the vehicle from rising high enough such that any reasonable person would know that the animal would suffer from heat exposure. An animal left in a closed vehicle without the interior of the vehicle being air conditioned when the ambient temperature is over eighty (80) degrees, shall be prima facie evidence of a violation of this chapter. If the City Manager determines that an animal in a vehicle is in immediate danger, the City Manager or police officer may enter the vehicle by whatever means necessary, without being liable to the owner of the vehicle for any damage, and seize the animal. The animal's owner shall be responsible for all expenses related to the removal of the animal, emergency veterinary treatment and impoundment. If the City Manager or police officer cannot determine who confined the animal, the registered owner of the vehicle will be cited.

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

6.04.340 Animal waste.

It is unlawful to permit an animal to defecate on public or private property other than the property of the owner of the animal unless such animal waste is immediately removed and properly disposed of by the person having custody of the animal.

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

6.04.350 Breaking into animal protection facilities or vehicles.

It is unlawful for a person to break into any pound, center, facility, kennel or vehicle wherein animals are impounded, or to in any manner remove or assist in the removal of any animal or equipment from such.

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

6.04.360 Care and maintenance.

- A. It is unlawful for a person to fail, refuse or neglect to provide any animal in his charge or custody such care and husbandry as to maintain the good health and well-being of the animal. Such care and husbandry shall include, but not be limited to, adequate food appropriate to species, potable water, adequate living area, professional veterinary care and necessary grooming to maintain good health and protection from extreme weather elements. Animals shall be provided adequate space to prevent overcrowding and to maintain normal exercise according to species, size and temperament.
- B. Any animal habitually kept outside shall be provided with a structurally sound, weatherproof enclosure, large enough to accommodate the animal and to provide proper ventilation, temperature and sufficient shade.
- C. For livestock, it is unlawful for a person to fail, refuse and/or neglect to provide any livestock in his charge or custody with such care and husbandry as to maintain the good health and well-being of the animal. Such care and husbandry shall include, but not be limited to, nutritious food in sufficient quantity provided daily, fresh clean potable water available at all times, clean adequate space, necessary veterinary care, necessary hoof care, and a proper shelter or protection from weather.

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

6.04. 370 Cruelty.

It is unlawful for a person to do one or more of the following to an animal:

- 1. Recklessly, willfully, or maliciously kill, main, disfigure, or torture;
- 2. Beat with a stick, chain, club, or other object;
- 3. Mutilate, burn, or scale with any substance or overwork;
- 4. Torment, harass, or otherwise cruelly set upon any animal, except that reasonable force may be used to drive off vicious, dangerous, or trespassing animals;
- 5. Failing to provide necessary sustenance;
- 6. Failing to maintain an animal in an enclosed environment without adequate provisions to prevent pain or suffering or

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7. Performing procedures such as ear-cropping, de-barking, tail docking on an animal, or otherwise endanger an animal's wellbeing. Procedures completed by a licensed veterinarian in accordance to their standard practices shall not be considered cruelty.

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

6.04.380 Confinement of female dogs or cats in mating season.

- A. A person in control of a female dog or cat in mating season shall confine such dog or cat so as to prevent other dogs or cats from attacking or being attracted to such female animal, except for intentional breeding purposes.
- B. It shall be unlawful to maintain a female dog or cat in mating season in any manner that creates a public nuisance.

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

6.04.390 Concealment of animal.

It is unlawful for any person to conceal any animal from the officers charged with the enforcement of this chapter.

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

6.04.400 Fights.

- A. It is unlawful for a person to promote, stage, hold, manage, conduct, carry on or attend any game, exhibition, contest or fight in which one or more animals are engaged for the purpose of injuring, killing, maiming or destroying themselves or any other animal.
1. It is unlawful for any person to sell, receive, possess, transport, loan, or give away any animal fighting paraphernalia.
 2. It is unlawful for any person to raise, train, condition, sell, receive, possess, transport, loan, or give away animals for fighting purposes whether or not the fight is to be conducted inside or outside the jurisdiction of the City of Hobbs.
 3. No person shall provoke or entice an animal from the property of its owner for the purpose of engaging the animal in an animal fight.
- B. Nothing in this section shall prohibit a person from engaging in legal hunting practices as allowed by state wildlife authorities.

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

State law reference(s)—Dog Fighting and Cockfighting, NMSA 1978, § 30-18-9 (2007).

6.04.410 Fowl; impounding or crating.

It is unlawful for a person to confine any wild or domestic fowl or birds unless provisions are made by such person for the proper feeding and the furnishing of water to such fowl or birds at intervals not longer than twelve

(12) hours. No person shall impound wild or domestic fowl or birds in a crate, box or other enclosure unless such fowl or bird is in a natural erect position unless such position causes injury or damage to the fowl or bird.

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

6.04.420 Interference with the Animal Protection Officer in the performance of his duties.

- A. No person shall attack, assault or in any way threaten or interfere with the Animal Protection Officer in the performance of the duties required by this chapter.
- B. No person shall conceal one's true name or identity or disguise oneself with the intent to obstruct due execution of the law or with the intent to intimidate, hinder or interrupt an Animal Protection Officer in the legal performance of his or her duties.
- C. No person shall interfere with or tamper with any equipment used by Animal Protection Officers, including release of animals contained in such equipment.
- D. No person shall engage in conduct that would agitate, obstruct, oppose, or distract an Animal Protection Officer in the legal performance of his or her duties.

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

6.04.430 Keeping a seriously sick or injured animal.

- A. It is unlawful for a person to have, keep or harbor an animal which is seriously sick or injured, including starvation, without providing proper veterinary care.
- B. The City Manager may require the owner to provide a letter of health evaluation from a licensed veterinarian describing the condition of the animal and the treatment provided. The Animal Protection Department may evaluate the condition of an animal.
- C. In the absence of proper veterinary care, the City Manager may impound such a seriously sick or injured animal in accordance with the provisions of this chapter.
- D. Any such animal impounded may be destroyed humanely or otherwise disposed of according to the normal procedures of the impound facility as soon thereafter as is conveniently possible.

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

6.04.440 Keeping domesticated livestock and fowl.

- A. It is unlawful to keep, harbor or maintain within the City limits any horses, mules, burros, cows, pigs, goats, sheep, swine and all other domesticated animals used in the production of food, fiber, or other products except as provided in Ordinance 1018 "Rural and Open Space Planning Districts" (Chapter 18.08 of this code).
- B. It is unlawful to keep more than one (1) fowl except as provided in Ordinance 1018 "Rural and Open Space Planning Districts" (Chapter 18.08 of this code).

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

6.04.450 Sale and display of animals.

- A. A person shall only sell, offer for sale, barter, give away or otherwise dispose of an animal at the physical address listed on the appropriate permit issued by the City Manager. The applicable permit number is to be

displayed legibly in all advertisements and furnished to any potential recipient upon request. Shelters shall be allowed off-site adoption events, with permission of site owner and while preserving appropriate care and maintenance of animals.

- B. No person shall offer for sale, sell, barter or give away turtles except in conformance with the appropriate federal regulations.
- C. No person shall offer an animal as a prize, giveaway or award for a contest, game, sport or as an incentive to purchase merchandise.
- D. Animal Exhibits.
 - a. No person shall operate, conduct, or maintain a permanent or temporary commercial animal show, circus, animal exhibition, animal ride, petting zoo or carnival without first having obtained a permit from the Animal Protection Department. Conditions for permit approval include provisions for the humane care and treatment of the animals and the protection of public safety. Permits shall not be issued upon verification that within the preceding twelve (12) months the applicant has been convicted of charges of animal cruelty, abuse, or neglect, or has violated the Federal Animal Welfare Act.
 - b. No person shall operate, conduct or maintain any animal exhibit under conditions that pose a danger to the public or the animals. Specific requirements shall be available upon request to the Animal Protection Department.
 - c. The following are exempt from the requirements of this section:
 - 1. Individuals or groups holding a State of New Mexico regulated permit or a federally regulated permit.
 - 2. Events sponsored by a municipal zoo or aquarium facility.
 - 3. Competitive sporting events.
 - d. Persons involved in these exempt activities shall comply with all other applicable sections of this chapter.

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

6.04.460 Sterilization agreements/contracts.

It shall be unlawful for a person to possess any unsterilized animal when such animal is required to be sterilized under the terms of any applicable sterilization agreement or contract originating from any municipal or non-profit shelter.

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

6.04.470 Unlawful use of rabies tag.

It is unlawful for any person to remove or transfer any rabies tag from one animal to another. It is unlawful for any person to manufacture or cause to be manufactured or to have in his possession or under his control a stolen, counterfeit or forged animal license tag, rabies tag, vaccination certificate or other form of licensing or permitting required under this chapter.

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

6.04.480 Improper disposal of animals.

Deceased animals shall be properly disposed of in accordance with this article. Following the death of an animal, the owner shall be responsible for removing the corpse immediately and disposing of the body by either private burial or taking the animal to the Hobbs Animal Adoption Center. It is unlawful to dispose of the body of any animal by dumping the corpse on public or private property, roads or rights-of-way.

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

6.04.490 Vicious or dangerous animals.

- A. It is unlawful for any person to keep or harbor a vicious animal. When an Animal Protection Officer has probable cause to believe that an animal is vicious, the officer may take up and impound the animal into protective custody awaiting appropriate court proceedings. Following judicial determination that an animal is vicious, the court having jurisdiction over the enforcement of this chapter, shall, in addition to any fine or imprisonment imposed for violation of this section, order the owner or keeper of such vicious animal to destroy it humanely or turn such animal over to the City Manager for destruction.
- B. It shall be unlawful to maintain a dangerous animal in a manner which constitutes a threat to any person or other animal.
- C. Any dog that is deemed dangerous by admission of owner or by court determination shall register the dog with Animal Protection Department by obtaining a dangerous dog permit.

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

6.04.500 Animals prohibited during a City sponsored special event.

- A. No person shall cause or allow any animal to enter within a Special Event area during a City sponsored Special Event.
- B. The following provisions shall apply to this section:
 - 1. "Special Event" is a City sponsored event intended to draw crowds in a specified area.
 - 2. For purposes of this section, a Special Event shall begin at 6:00 a.m. on the first day of the Special Event and end at midnight on the last day of the Special Event.
- C. This section shall not apply to any of the following exceptions:
 - 1. A "Service Animal" as specifically defined under the Service Animal Act, Section 28-11-1 et seq., NMSA 1978, amended;
 - 2. Any animal used by the City or its agents for public safety or law enforcement purposes; and
 - 3. A Special Event when animals are the focus of the Special Event.
- D. Any person convicted of a violation of this section shall be fined up to five hundred dollars (\$500.00) for each offense.

(Ord. No. 1106, 7-17-2017)

6.04.510 Animals prohibited on posted property.

- A. No person shall cause or allow any animal to enter onto posted property.

(Supp. No. 14)

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- B. "Posted Property" is a specified area marked by signage maintained every two hundred (200) feet surrounding the property entrance, indicating, "NO ANIMALS ALLOWED pursuant to Hobbs Municipal Code 6.04.510."
- C. This section shall not apply to any of the following exceptions:
1. A "Service Animal" as specifically defined under the Service Animal Act, Section 28-11-1 et seq., NMSA 1978, amended;
 2. Any animal used by the City or its agents for public safety or law enforcement purposes; and
 3. An event where animals are the focus of the event.
- D. Any person convicted of a violation of this section shall be guilty of a misdemeanor and sentenced accordingly.

(Ord. No. 1105, 7-17-2017)

Title 6 ANIMALS

Chapter 6.07 HOBBS CRUELTY CHAPTER

6.07.010

This Chapter shall be known and may be cited as the "Cruelty Chapter."

6.07.020 – Definitions

Cruelty is defined as a person committing one or more of the following to an animal:

1. Recklessly, willfully, or maliciously kill, main, disfigure, or torture;
2. Beat with a stick, chain, club, or other object;
3. Mutilate, burn, or scale with any substance or overwork;
4. Torment, harass, or otherwise cruelly set upon any animal, except that reasonable force may be used to drive off vicious, dangerous, or trespassing animals;
5. Failing to provide necessary sustenance;
6. Failing to maintain an animal in an enclosed environment without adequate provisions to prevent pain or suffering or
7. Performing procedures such as ear-cropping, de-barking, tail docking on an animal, or otherwise endanger an animal's wellbeing. Procedures completed by a licensed veterinarian in accordance to their standard practices shall not be considered cruelty.

6.07.030 Seizure and Disposition

- A. A Peace Officer or Animal Protection Officer who reasonably believes that the life or health of an animal is endangered due to cruel treatment may apply to the district court, magistrate court, or the municipal court for a warrant to search for and seize an animal or animals.
- B. If the court finds probable cause based on the warrant the animal is being cruelly treated, the court shall issue said warrant for the seizure of the animal.
- C. If the owner of the animal cannot be located or cannot be determined, a copy of the affidavit for the search warrant, the search warrant, and the inventory of the animals seized shall be conspicuously posted at the place where the animals were seized at the time the seizure occurs.
- D. The officer seizing the animal under the warrant shall give a copy of the search warrant, affidavit for the search warrant, and a copy of the inventory of the animal or animals seized to the person from whose possession or premises the animals were taken.
- E. At the option and expense of the owner, the seized animals may be examined by a licensed veterinarian of the owner's choice.

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- F. The City shall petition the Court within fourteen (14) days after the seizure, seeking a determination of whether the animal or animals were cruelly treated. The Court shall also schedule a hearing on the matter as expeditiously as possible within thirty (30) days unless good cause is demonstrated by the City.
- G. The Court shall provide written notice regarding the time and location of the hearing shall be provided to the owner of the seized animal. The court may order the publication of a notice of the hearing in a newspaper closest to the location of the seizure.
- H. If the Court finds by clear and convincing evidence that the seized animal is being cruelly treated or that the animal's owner is unable to adequately provide for the animal in a manner consistent with this title the Court shall deem the animal the City of Hobbs Property. Upon final order, the Court may place the animal for adoption or provide for the humane destruction of the animal if deemed necessary. The Owner shall be liable for the cost of boarding the animal and all necessary veterinary examinations and care provided to the animal.
- I. If the Court finds by clear and convincing evidence that the seized animal is not being cruelly treated, and the animal's owner is able to adequately provide for the animal in a manner consistent with this title, the Court shall return the animal to its owner. City shall bear the cost of boarding the animal and all necessary veterinary examinations and care during the pendency of the proceedings.

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

State Law reference— Seizure of Animals, NMSA 1978, § 30-18-1.1 (2023).

**REQUESTING PUBLICATION OF
AMENDED ORDINANCE 6.04**

City Attorney's Office
Amber Leija

ORDINANCE NO. 1024

- On November 2, 2009, the City Commission Adopted Ordinance No. 1024, which set forth the procedures for Animal Control when dealing with an animal that is being cruelly treated – 6.04.100.
- During that same commission meeting, the City Commissioners also passed sections 6.04.380 – 6.04.490.

6.04.100 SEIZURE AND DISPOSITION OF ANIMALS

6.04.100 - Seizure and disposition of animals.



- A. A Peace Officer or Animal Protection Officer who reasonably believes that the life or health of an animal is endangered due to cruel treatment may apply to the district court, magistrate court, or the municipal court for a warrant to search for and seize an animal or animals.
- B. If the court finds probable cause that the animal is being cruelly treated, the court shall issue a warrant for the seizure of the animal. The court shall also schedule a hearing on the matter as expeditiously as possible within thirty (30) days unless good cause is demonstrated by the City.
- C. The officer seizing animals under the warrant shall give a copy of the affidavit for the search warrant, the search warrant, and a copy of the inventory of the animal or animals seized to the person from whose possession or premises the animals were taken.
- D. If the owner of the animal cannot be located or cannot be determined, a copy of the affidavit for the search warrant, the search warrant, and the inventory of the animals seized shall be conspicuously posted at the place where the animals were seized at the time the seizure occurs.
- E. Written notice regarding the time and location of the hearing shall be provided to the owner of the seized animal. The court may order publication of a notice of the hearing in a newspaper closest to the location of the seizure.
- F. At the option and expense of the owner, the seized animals may be examined by a licensed veterinarian of the owner's choice.
- G. If the court finds that the seized animal is not being cruelly treated, and the animal's owner is able to adequately provide for the animal in a manner consistent with this title, the court shall return the animal to its owner.
- H. If the court finds that the seized animal is being cruelly treated or that the animal's owner is unable to adequately provide for the animal in a manner consistent with this title; the court shall hold a hearing to determine the disposition of the animal.
- I. Upon conviction, the court may place the animal for adoption with the City Animal Adoption Center program or provide for humane destruction of the animal.
- J. Upon conviction, the defendant shall be liable for the cost of boarding the animal and all necessary veterinary examinations and care provided to the animal.
- K. Any person with a conviction for cruelty to animals cannot own, possess, harbor, keep or have custody of any animal or allow, cause, or permit any animal to be harbored or kept on his property within the City limits. Animal Protection Officers shall immediately remove any animal found to be harbored or kept for any reason upon said person's property. A seized animal will be handled pursuant to Section [6.04.090](#) of this chapter, titled Impounding Animals.
- L. In the absence of a conviction, the City shall bear the cost of boarding the animal and all necessary veterinary examinations and care during the pendency of the proceedings.
- M. Cruelty to Animals.
 - 1. It is unlawful for a person to recklessly, willfully or maliciously kill, maim, disfigure or torture; beat with a stick, chain, club or other object; mutilate, burn or scald with any substance, overwork, torment, harass or otherwise cruelly set upon any animal, except that reasonable force may be used to drive off vicious, dangerous or trespassing animals.
 - 2. It is unlawful for a person to fail to provide necessary sustenance, fail to provide necessary basic or emergency medical care, maintain an animal in an enclosed environment without adequate provisions to prevent pain or suffering, and perform procedures such as ear-cropping, de-barking, tail docking on an animal, or otherwise endanger an animal's well-being. Procedures completed by a licensed veterinarian in accordance to their standard practices shall not be considered cruelty.

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

State Law reference— Seizure of Animals, NMSA 1978, § 30-18-1.1 (1999).

PROPOSED AMENDED ORDINANCE

6.04.100 Seizure and disposition of animals.

- A. A Peace Officer or Animal Protection Officer who reasonably believes that the life or health of an animal is endangered due to cruel treatment may apply to the district court, magistrate court, or the municipal court for a warrant to search for and seize an animal or animals.
- B. If the court finds probable cause that the animal is being cruelly treated, the court shall issue a warrant for the seizure of the animal. The court shall also schedule a hearing on the matter as expeditiously as possible within thirty (30) days unless good cause is demonstrated by the City.
- C. The officer seizing animals under the warrant shall give a copy of the affidavit for the search warrant, the search warrant, and a copy of the inventory of the animal or animals seized to the person from whose possession or premises the animals were taken.
- D. If the owner of the animal cannot be located or cannot be determined, a copy of the affidavit for the search warrant, the search warrant, and the inventory of the animals seized shall be conspicuously posted at the place where the animals were seized at the time the seizure occurs.
- E. Written notice regarding the time and location of the hearing shall be provided to the owner of the seized animal. The court may order publication of a notice of the hearing in a newspaper closest to the location of the seizure.
- F. At the option and expense of the owner, the seized animals may be examined by a licensed veterinarian of the owner's choice.
- G. If the court finds that the seized animal is not being cruelly treated, and the animal's owner is able to adequately provide for the animal in a manner consistent with this title, the court shall return the animal to its owner.
- H. If the court finds that the seized animal is being cruelly treated or that the animal's owner is unable to adequately provide for the animal in a manner consistent with this title, the court shall hold a hearing to determine the disposition of the animal.
- I. Upon conviction, the court may place the animal for adoption with the City Animal Adoption Center program or provide for humane destruction of the animal.
- J. Upon conviction, the defendant shall be liable for the cost of boarding the animal and all necessary veterinary examinations and care provided to the animal.
- K. Any person with a conviction for cruelty to animals cannot own, possess, harbor, keep or have custody of any animal or allow, cause, or permit any animal to be harbored or kept on his property within the City limits. Animal Protection Officers shall immediately remove any animal found to be harbored or kept for any reason upon said person's property. A seized animal will be handled pursuant to Section 6.04.090 of this chapter, titled Impounding Animals.
- L. In the absence of a conviction, the City shall bear the cost of boarding the animal and all necessary veterinary examinations and care during the pendency of the proceedings.
- M. Cruelty to Animals.
 - 1. It is unlawful for a person to recklessly, willfully or maliciously kill, maim, disfigure or torture; beat with a stick, chain, club or other object; mutilate, burn or scald with any substance, overwork, torment, harass or otherwise cruelly set upon any animal, except that reasonable force may be used to drive off vicious, dangerous or trespassing animals.
 - 2. It is unlawful for a person to fail to provide necessary sustenance, fail to provide necessary basic or emergency medical care, maintain an animal in an enclosed environment without adequate provisions

6.04. ~~100~~ ~~110~~ Retention of strays or owner-surrendered animals.

- A. No person shall, without the knowledge and consent of the owner, hold or retain possession of any animal for more than twenty-four hours without first reporting the possession of the animal to the Animal Protection Department.
1. The report shall contain the person's name and address, a true and complete statement of the circumstances under which he took up the animal, and the precise location where the animal is confined.
 2. No person having such an animal in his possession shall refuse to immediately surrender the animal to an Animal Protection Officer upon demand.
- B. Duly incorporated humane societies or the rescue arms of accredited dog and cat clubs or horse organizations capable of providing proper confinement, shelter, and care for stray, lost or owner-surrendered animals shall be allowed to assume the care of such animals.
1. The owner of a stray animal wearing a rabies tag or other form of identification shall be notified that the animal has been impounded.
 2. If the owner is not located within three (3) working days the society may assume responsibility for finding the animal a new home.
- C. The owner of an animal may surrender the animal to the City animal protection facilities provided:
1. The owner shall be required to sign an owner relinquishment form; and
 2. The owner shall be required to pay a surrender fee to offset the cost associated with intake and vaccination of the animal; or
 3. In the event the owner is requesting to surrender an unwanted litter, the owner may surrender the litter, have the mother of the litter sterilized, and pay the sterilization fee in lieu of paying the surrender fee for each animal in the litter.

(Ord. No. 1024, 11-2-2009; Ord. No. 1112, 1-2-2018)

6.04. ~~110~~ ~~120~~ General provisions.

- A. No person shall operate a hobby breeder site, shelter, refuge or professional animal establishment, without a valid permit. A person may obtain an annual permit under the following conditions:
- a. Payment of an annual permit fee at the office of the Animal Protection Department. Failure to renew the permit within thirty (30) days of the expiration date shall result in the assessment of a penalty fee in addition to the cost of the permit.
 - b. The permit application shall contain the following information at a minimum:
 1. Name of applicant/organization;
 2. Address of applicant/organization;
 3. Telephone number of applicant/organization;
 4. Federal Tax Identification Number (not applicable to hobby breeder);
 5. The location where the animals will be kept;
 6. Maximum number of animals expected to be kept on site;
 7. Plot plan of location showing placement and sizing of kennel area and runs;
 8. The City Manager may require such other information as is deemed necessary in order to determine whether to approve or deny a permit under this article.
 - c. Upon presenting proper identification and at a reasonable hour, a representative of the Animal Protection Department shall be allowed access to any permitted premises for the purpose of inspection on an annual basis or upon reasonable notice. Permits may be suspended for failure to comply with the requirements of this chapter, as well as for violation of other applicable laws, regulations, and ordinances.
 - d. Kennel area facilities shall be structurally sound and constructed of nontoxic materials. Interior floors shall be smooth, easily cleanable construction and impervious to water. The premises shall be kept clean, sanitary and in good repair in a manner which will protect animals from disease and injury.
 - e. Animals maintained in pens, cages or runs for periods exceeding twenty-four (24) hours shall be provided with adequate space to prevent overcrowding and to maintain normal exercise according to species. Such cages holding cats must contain a litter box.
 - f. Permit shall be posted in a conspicuous place on the premises.
 - g. Permits are not transferable.
 - h. Adequate weatherproof housing shall be provided in all permitted premises with proper ventilation and temperature, and sufficient lighting and shade.
 - i. Outside housing shall protect animals from weather that may be detrimental to the health of the animals.
 - j. Restraint of animals shall be accomplished by adequate pens, cages, runs or fencing maintained at all times to contain the animals.
 - k. Provisions shall be made for the removal and proper disposal of animal and food waste, soiled bedding, dead animals and debris. Animals shall be removed from cages and protected from water and cleaning agents during cleaning. Disposal facilities shall be operated in a manner which will minimize vermin infestation, odors and disease. Adequate drainage shall be maintained.
- l. Excessive and night-time noise shall be eliminated.
 - m. Unsterilized adult animals shall be segregated by sex when in mating season, except where otherwise indicated for health, welfare or breeding purposes. Animals shall be housed in compatible groups.
 - n. Vicious, diseased or injured animals and animals that have bitten a person shall be individually caged.
 - o. Animals shall be provided with clean, fresh, sufficient and wholesome food and water. Food and water containers shall be kept clean.
 - p. Sanitary, pest-free storage of food and bedding shall be provided.
 - q. Each animal shall be observed daily by the person in charge. Programs for disease control and prevention shall be maintained and available for examination by an Animal Protection Officer. Sick, diseased, injured, lame or blind animals shall be provided with appropriate veterinary care. Humane euthanasia will be provided when necessary in accordance with New Mexico Administrative Code, Title 16, Chapter 24, Parts 1 through 5. The person in charge who suspects an animal of being rabid shall immediately notify the City Manager and segregate the animal.
 - r. Every dog or cat offered for sale, adoption, barter, to be given away or any other transfer or conveyance shall have been given age appropriate vaccinations by a veterinarian. A certificate providing the name of the veterinarian and the date of treatment must be provided to the recipient at the time of transfer.

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

6.04. ~~130-120~~ Shelter-Refuge-Professional animal permit and hobby breeder permit.

- A. The number of adult dogs or cats, or any combination thereof, which a hobby breeder site, may keep is established by the following factors:
 - 1. The area of the permitted hobby breeder site shall be limited to ten (10) percent of the total area of the premises.
 - 2. Within the kennel area of a hobby breeder site, seventy-five (75) square feet of area shall be provided for each dog weighing less than thirty (30) pounds; one hundred (100) square feet for each dog weighing between thirty (30) and fifty-nine (59) pounds, one hundred twenty-five (125) square feet per dog over sixty (60) pounds, and twenty-five (25) square feet of space per cat excluding the area occupied by the litter box.
 - 3. In the kennel area the animal must be able to stand and walk freely and have room for shelter (for outdoor facilities), food, water, and litter boxes for cats.
 - B. The number of adult dogs or cats, or any combination thereof, which a shelter, refuge, professional animal site may keep is established by the following factors:
 - 1. The kennel area must provide at least seventy-five (75) square feet of area for each dog weighing less than thirty (30) pounds; one hundred (100) square feet for each dog weighing between thirty (30) and fifty-nine (59) pounds, one hundred twenty-five (125) square feet per dog over sixty (60) pounds, and twenty-five (25) square feet of space per cat excluding the area occupied by the litter box.
 - 2. In the kennel area the animal must be able to stand and walk freely and have room for shelter (for outdoor facilities), food, water, and litter boxes for cats.
 - 3. A record shall be kept of animal inventory, disposition, and inoculations and shall be available for examination by an Animal Protection Officer.
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- C. Hobby breeders must continue to care for or otherwise provide for adoption, rescue or some other type of sanctuary for animals no longer being used for breeding. Site records must reflect compliance with this provision.

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

6.04. ~~130-140~~ Pet store.

- A. Pet stores shall not sell dogs, canine hybrids or cats but may sell other living creatures including, but not limited to, fish, birds, rodents, insects, arachnids, reptiles and other permissible exotic animals.
- B. No pet store shall conduct business in the City without a shelter-refuge-professional animal site permit.
- C. Applicant for a permit must have a valid New Mexico Tax ID number and a City business registration.
- D. Animals must be kept and maintained in a humane manner with adequate food, water and shelter. Animals must be housed and displayed in such a way to provide adequate enclosure space based on the size and habitat requirements of the animal.
- E. No permit holder may sell or offer for sale any animal from a mobile facility or at a site away from the permitted site without obtaining a mobile business registration from the City Clerk.
- F. A permit holder shall be liable for the medical costs including medicine, up to the amount received for the sale of the animal, for any animal that is diagnosed as sick by a veterinarian qualified for the species within one (1) week from the date of sale.
 - 1. Permit holder shall reimburse purchaser the costs associated with the sick animal.
 - 2. Purchaser shall be allowed to keep the animal.
 - 3. Permit holder or purchaser may appeal to the City Manager if there is a dispute regarding the fact or the illness or the amount of the charges.
- G. Permit holder shall keep thorough and accurate records for each animal sold. Records shall be kept for three (3) years. Records shall be made available for inspection upon demand by the City Manager. Records shall include, but are not limited to:
 - 1. Date of sale.
 - 2. Purchaser's name, address and telephone number.
 - 3. Description and picture of animal.
 - 4. Origin of animal.
- H. Animals with known or suspected communicable diseases shall be isolated, as appropriate, and treated as soon as possible.
- I. The daily use of antibiotics for preventative purposes, and not to treat a specific illness or condition, is prohibited whether administered in food, water or by any other method.

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

6.04. ~~140~~ ~~150~~ Guard dog site.

- A. A guard dog may be used at commercial property only.

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- B. No person shall use a guard dog without having a New Mexico Tax ID number and a Hobbs Business Registration.
- C. Owner of unsterilized guard dog must have a hobby breeder permit.
- D. A guard dog shall not be used for property in a residential neighborhood or within two hundred fifty (250) feet of a school.
- E. The area where the guard dog is to be used shall be secured in such a manner as to prevent its escape.
1. The outside area where the guard dog is on duty must be enclosed by a secure fence at least six (6) feet in height with a forty-five-degree angled top which extends back into the enclosure. Such extension shall not be included in the measurement of the fence height and shall not be made of barbed wire or other similar material which would harm the dog. Enclosure shall be designed [to] effectively contain the animal at all times.
 2. The doors, windows, and all other openings to the outside of a building in which a guard dog is on duty shall be secured to prevent its escape.
- F. The property using a guard dog shall be posted with warning signs at least 24 × 12 inches with three-inch letters.
1. The warning signs shall state "guard dog" and "guardia" and shall show a picture of an aggressive dog.
 2. The warning signs shall be posted not more than fifty (50) feet apart on the exterior of the fences or walls surrounding the property and shall be posted at all exterior corners of the site and at every entrance to the site.
- G. The escape of a guard dog from a guard dog site is a violation of this section and can constitute a basis for seizure of the dog.
- H. A guard dog shall have a current rabies tag and a valid license tag securely affixed to its collar or harness.
- I. If the City Manager determines it is necessary to control noise at the guard dog site, the City Manager may require the owner of the site or owner of the guard dog to construct a barrier which breaks the guard dog's line of site to the exterior and adequately buffers the noise.
- J. Vehicles used to transport guard dogs shall be secured so the public is protected from injury, shall be constructed or modified to ensure that the guard dog is transported in a safe and humane manner that does not violate this title, and shall be posted with warning signs on each side of the vehicle.
- K. No breeding of animals is allowed at a guard dog site.

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

6.04. ~~150~~ ~~160~~ Litter permit.

- A. An owner who intentionally or unintentionally breeds a dog or cat and who does not have a current shelter-refuge-professional animal permit or hobby breeder permit shall purchase a litter permit for each litter. A female dog or cat shall have no more than one (1) litter and each household shall be limited to no more than four (4) litters in any calendar year. A litter permit will not be issued and owner will be in violation of this section, if found to have had a female dog or cat with more than one (1) litter or more than four (4) litters in the household in a calendar year.
- B. The litter permit application shall contain the following information at a minimum:
1. Name of applicant.
 2. Address of applicant.

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3. Telephone number of applicant.
 4. Description and picture of female animal.
 5. The City Manager may require such other information as is deemed necessary in order to determine whether to approve or deny a license under this article.
- C. Litter permit is good for six (6) months from date of issue and must be obtained no later than one (1) week after the birth of the litter.
- D. The owner shall not advertise, barter for, sell, or give away any puppy or kitten unless the applicable permit number is displayed legibly in all advertisements. The owner shall furnish the litter permit number to any potential recipient upon request. Failure to list permit number or advertising without prior purchase of permit is a violation of this section.
- E. Puppies and kittens can only be bartered for, sold, given away or other transfer or conveyance from the applicant's address as listed on the litter permit. Puppies or kittens being bartered for, sold, given away or other transfer or conveyance on public or commercial property even with the property owner's permission are in violation of this title.
- F. Every dog or cat offered for sale, barter, given away, adopted or any other transfer or conveyance will have been given age appropriate vaccinations by a veterinarian. A certificate providing the name of the veterinarian and the date of treatment must be provided to the recipient at the time of transfer.

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

6.04.160 170-Reduced cost spay and neuter program.

The City of Hobbs has a targeted dog or cat spay and neuter program aimed at assisting those citizens most in need: the elderly, disabled, or very low income.

- A. Participants must meet one of following requirements (income information is subject to verification):
 - 1. Persons sixty-five (65) or older; or
 - 2. Disabled persons (qualify for Social Security disability income payments); or
 - 3. Persons that meet the Federal Poverty Level (FPL) as determined by the Department of Health and Human Services (HHS).
- B. Cost to participants required pursuant to this section shall be established and adopted through resolution adopted by the Commission.
- C. Spay and neuter program includes the surgery, vaccinations (FVRCP and Rabies/cat or DHLPP and Rabies/dog), one (1) night's hospitalization, and return visit for suture removal, if needed.
- D. There shall be a charge to participants who fail to keep an appointment or do not provide four (4) business days notice to cancel an appointment. This charge shall be established and adopted through resolution.
- E. Minimum age of dog or cat at time of surgery is three (3) months.
- F. Dogs must be restrained on a leash and cats must be in a carrier upon arrival at the Hobbs Animal Adoption Center.
- G. If the animal needs to be treated for flea and tick infestation prior to surgery, the additional days of care will be charged the "boarding fee" rate.

(Supp. No. 14)

- H. City Manager reserves the right to postpone surgery or refuse to perform surgery if the animal is not healthy enough to undergo surgery.

(Ord. No. 1024, 11-2-2009; Ord. No. 1113, 1-2-2018)

6.04.170 180-Discount spay or neuter certificates.

- A. Animal Protection Department shall make available to citizens of Hobbs a certificate to spay or neuter one (1) cat or dog which may be used at any veterinary clinic accepting such certificate.
 - B. Certificate shall be limited to one (1) per household per year based on annual funding.
 - C. Certificate shall expire sixty (60) days after issue and shall not be renewed.
 - D. Proof of City residency is required. Acceptable proof includes, but is not limited to:
 - 1. Current utility bill showing service address within Hobbs city limits.
 - 2. Voter registration card showing Hobbs address.
 - 3. Written statement from a City Commissioner verifying residency within their district.
 - E. Proof of current rabies vaccination and valid city license is required for dog or cat to be sterilized.
 - F. Certificate holder is responsible for contacting veterinary clinic to arrange for surgery.
 - G. Certificate holder is liable to veterinary clinic for all charges and services in excess of face value of certificate.
- (Ord. No. 1024, 11-2-2009)

6.04.180 190-Adoption of dogs and cats.

- A. No dog or cat over the age of three (3) months shall be adopted to a forever home unless it has been spayed or neutered.
- B. Persons adopting a dog or cat under three (3) months of age shall sign an agreement to return the animal to the adoption center at a set date for sterilization or before date for sterilization, provide proof the animal has been sterilized by a licensed veterinarian. Proof must include a picture and clearly describe the animal.
- C. Failure to return animal for sterilization at the adoption center or to provide proof animal has been sterilized is a violation of this chapter.

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

6.04.190 200 Animals biting persons.

- A. The owner of an animal that bites a person and a person bitten by an animal have a duty to report that occurrence to the Animal Protection Department within twenty-four (24) hours of the occurrence. The owner of an animal that bites a person shall surrender said animal to an Animal Protection Officer if the officer deems it necessary to impound said animal for a period of observation.
- B. A physician who renders professional treatment to a person bitten by an animal shall report to the City Manager that he has rendered professional treatment within twenty-four (24) hours of his first professional attendance. The physician shall report the name and address of the person bitten as well as the type and location of the bite. The physician shall report the name and address of the owner of the animal that inflicted

- the bite, if known and any other facts or details that may assist the Animal Protection Officer in ascertaining the immunization status of the animal.
- C. An animal that bites a person shall be confined and observed for a period of ten (10) days from the date of the bite at the animal adoption center, a veterinary hospital or an approved kennel. However, if the animal has a current vaccination for rabies, the City Manager may permit quarantine of such animal at the owner's home. Home confinement shall not be permitted unless the premises have been inspected and approved for such purpose by the Animal Protection Officer. If observance of the animal is denied or prevented, the animal shall immediately be confined at the animal adoption center for the remainder of the quarantine period. The owner of the animal shall bear the cost of confinement. The owner of the animal shall be required to enter into an indemnity agreement on a form approved and prescribed by the City Manager for such home confinement.
 - D. If the animal shows signs of sickness, abnormal behavior, or if the animal escapes confinement, the person shall immediately notify the Animal Protection Department. The person having custody of an animal that dies during the confinement period shall notify the Animal Protection Department and surrender the carcass of the animal to an Animal Protection Officer.
 - E. If an officer deems it necessary to impound an animal for observation for violation of the above conditions and/or severity of the bite, the owner cannot remove the animal from observation until the observation period is complete. The owner shall bear the cost of confinement.
 - F. The owner of any animal over three (3) months of age that has bitten a person shall be required to pay the reclaim fee, sterilization fee or provide proof of sterilization before the animal will be released from impound restrictions.
 - G. It is unlawful for a person to keep an animal known to have bitten any person on two (2) separate incidents. The owner has a duty to destroy said animal humanely or surrender such an animal to the Animal Protection Department for proper humane euthanizing upon the order of the court. This does not include an animal which bites, attacks, or injures a person unlawfully upon its owner's premise.

6.04.200 210 Animal license.

- A. It is unlawful for any person to own or harbor a dog, canine hybrid or cat over the age of three (3) months without obtaining a license for such animal. Persons who are not City residents and who keep such an animal in the City for less than fifteen (15) consecutive days or less than thirty (30) days in a calendar year shall be exempt from this license requirement.
- B. Applications for licenses shall be made on forms provided by the Animal Protection Department. All applications shall include the name of the legal owner of the animal, the mailing address and physical address of the owner. It is unlawful for any person to knowingly falsify information concerning animal ownership, the owner's address, animal description, or any other information required on the application.
- C. Licenses shall be purchased for one (1) year. A three-year license may be purchased if the animal has a current three-year rabies certificate, which is good for at least two-thirds of the licensing period. A one-year or three-year license must be renewed upon its expiration date. Failure to renew the license within thirty (30) days of the expiration date shall result in the assessment of a penalty fee in addition to the cost of the license.
- D. A current rabies certificate must be presented at the time of applying for a license.
- E. Pet identification is mandatory. Identification techniques may be used that reflect technological advances, such as microchip technology, if owner information is obtainable by an Animal Protection Officer, Shelter,

- Veterinarian, or other appropriate organization. Methods of identification should include one (1) of the following, but is not limited to, microchip, license tags, identification tags, or tattoos applied by a veterinarian.
1. If the only means of identification used is a tag, the current license tag shall be securely affixed to the collar or harness which shall be worn by the animal at all times unless the animal is being housed in a kennel or veterinary hospital, or appearing in a bona fide animal show, or is being trained; provided, however, that the person who is training the animal shall have in his personal possession a valid license tag for each animal and shall immediately display the license upon request by the Animal Protection Department.
 2. Identification methods must be kept up to date and current with owner information.
- F. License tags shall not be transferred from animal to animal.
 - G. The license fee shall not apply to qualified service animals. All other licensing requirements shall apply.
 - H. Shelters facilities, refuge establishments and approved rescue foster homes are exempt.
 - I. License expires December 31st of year purchased or third year as applicable.

6.04.~~220~~ **230** Multiple animal site permit.

- A. Any person intending to exceed the maximum limit of dogs and cats in a household as defined in Section 6.04.210 shall obtain a multiple animal site permit.
- B. All dogs and cats at a multiple animal site shall be licensed, spayed or neutered and have current vaccinations. The only exception would be an animal which is unable to be sterilized due to medical reasons.

The owner must present valid veterinary certificate as defined in Subsection 6.04.210(A)(a)(1) of this chapter. This does not waive the reclaim fee.

- C. Fostering a pregnant dog or cat and her eventual offspring is a temporary exception to this rule.
- D. Adjoining property owners may petition the City Manager for a revocation, modification or suspension of a multiple animal site permit if the adjoining property owner is reasonably aggrieved by any effects of the multiple animal site.
- E. No person shall keep or maintain more than fifteen (15) dogs or cats or any combination thereof at any multiple animal site permit location, no more than two (2) of which can be unsterilized.
- F. The area provided for the dogs and cats whether in secure runs, kennels or security perimeter fence must be as follows:
 - 1. Seventy-five (75) square feet of area shall be provided for each dog weighing less than thirty (30) pounds;
 - 2. One hundred (100) square feet for each dog weighing between thirty (30) and fifty-nine (59) pounds;
 - 3. One hundred twenty-five (125) square feet per dog over sixty (60) pounds; and
 - 4. Twenty-five (25) square feet of space per cat excluding the area occupied by the litter box.
- G. Dogs may not be secured on a trolley system.
- H. Upon presenting proper identification and at a reasonable hour, a representative of the Animal Protection Department shall be allowed access to any permitted premises for the purpose of inspection on an annual basis or upon reasonable notice. Permits may be suspended for failure to comply with the requirements of this chapter, as well as for violation of other applicable laws, regulations, and ordinances.
- I. Rescue animals shall be exempt from the fee for a multiple animal site permit while in the custody and care of the rescue organization or individual. Accurate records shall be kept and maintained by the rescue organization or individual, and a City of Hobbs Animal Protection Officer or other City official shall be permitted at any reasonable time to inspect such records and the rescue animals' living conditions.

6.04.~~230~~ **240** Restraint of dogs.

- A. A person owning or having charge, custody, care, or control over a dog, shall keep the dog upon his or her own premises by either a secure run or kennel area, an enclosure surrounding the perimeter of the property, or on a trolley device, or any other acceptable means. Direct point chaining to stationary objects is prohibited. Any dog not deemed dangerous and not within a secure enclosure may be restrained by means of a trolley system, or a tether attached to a pulley on a cable run on its owner's property, subject to the following conditions:
 - 1. No canine hybrid can be tethered to a trolley system.
 - 2. Trolley system shall not be used for any dog that has not been sterilized.
 - 3. Only one (1) dog per household may be tethered to a trolley system.
 - 4. There must be a swivel on each end of the tether to minimize tangling.
 - 5. The tether and cable run must be of adequate size and strength to effectively restrain the dog. The size and weight of the tether must not be excessive, as determined by the Animal Protection Officer, considering the age, size and health of the dog.

- 6. The cable run must be at least ten (10) feet in length and mounted either at ground level or at least four (4) feet above ground level.
- 7. The trolley system must be designed to prevent the dog from being within four (4) feet of the property boundary.
- 8. A dog attached to a trolley system shall be surrounded by a barrier on each side adjoining a public access. The barrier shall be sufficient to prevent children from accidentally coming into contact with the dog.
- 9. The tether must be at least ten (10) feet in length unless such length allows the dog to move within four (4) feet of the legal boundary of the property, in which case the tether shall be no less than eight (8) feet in length. If the size of the property will not allow a tether of no less than eight (8) feet, a trolley system shall not be used.
- 10. The tether must be affixed to the dog by use of a non-abrasive, comfortably fitted harness. Prong-type, pinch-type, or choke collars shall not be used.
- 11. The device must be fastened so that the dog can sit, walk, and lie down comfortably, and must be unobstructed by objects that may cause the device or dog to become entangled or strangled.
- 12. The dog must have easy access to adequate shelter, shade, food, and potable water.
- 13. The area where the dog is confined must be kept free of garbage and other debris that might endanger the animal's health or safety. Feces shall be cleaned up daily.
- 14. The area where the dog is confined must be kept free of insect infestation, such as anthills, wasps' nests, and infestations of fleas, ticks or maggots.
- B. Any dog deemed dangerous shall be confined as defined in Chapter 6.05 of this title, but does not include chaining, restraining, or otherwise affixing the animal to a stationary object.
- C. The use of a crate is prohibited as a means of outdoor confinement.
- D. Secure run or kennel area must provide, as a minimum, seventy-five (75) square feet of area for each dog weighing less than thirty (30) pounds; one hundred (100) square feet for each dog weighing between thirty (30) and fifty-nine (59) pounds, one hundred twenty-five (125) square feet per dog over sixty (60) pounds.
- E. A dog is permitted on the street and in other public places only if on a secure leash not exceeding six (6) feet in length. Longer retractable leashes may be used, provided the person with the dog is capable of controlling the dog. All other animals must be secured in a fashion acceptable for the species of animal. A person physically capable of controlling and restraining the animal must exercise immediate custody. This section does not apply when an animal is participating in a bona fide animal show authorized by the City or appropriate authorities.
- F. Nothing in this section shall be construed as allowing any animal under physical restraint to commit any act defined as unlawful in this chapter.
- G. A person who uses electric or invisible fencing designed to confine an animal to his property must clearly post a notice in two (2) separate locations upon the property that such a device is in use.

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

State law reference(s)—Authority to prohibit the running at large of animals, NMSA 1978, §§ 3-17-1 (1993), 3-18-3(A)(2) (1971), 77-1-12 (1979).

6.04.~~240~~ ~~250~~ Vaccinations.

- A. It is the duty of a person owning or keeping a dog or cat over the age of three (3) months to have the animal vaccinated against rabies as prescribed by NMSA 1978, § 77-1-3 (1979). The City Manager may require that other animals have annual rabies vaccinations.
- B. The veterinarian administering anti-rabies vaccines to any animal shall issue the owner or keeper of the animal a numbered vaccination certificate. The certificate shall contain the name and address of the owner of the animal, a description of the animal vaccinated, the date of vaccination, and the date immunity expires.
- C. The veterinarian shall also furnish the owner or keeper with a metal tag bearing the certificate number. A current rabies tag shall be affixed by the owner or keeper to a collar or harness worn by the animal at all times unless the animal is being kept in an approved kennel or veterinary hospital, is being trained by a professional trainer or is appearing in an approved show.
- D. It is unlawful for the owner of any dog or cat or any other member of the canine or feline family to fail to exhibit its certificate of vaccination upon demand by the City Manager. This subsection does not apply to any animal under control of the shelters.
- E. For licensing purposes a medical waiver certificate may be acceptable in cases when the rabies vaccination of an animal would pose a substantial threat to the health of the animal. The certificate shall be on official letterhead from a licensed veterinarian and shall contain the name and address of the owner of the animal, a description of the animal, the medical condition prohibiting vaccination, and the date upon which a vaccination may be given. A medical waiver certificate must be resubmitted annually.

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

Cross reference(s)—Health and Sanitation, Ch. 42.

State law reference(s)—Rabies Control Generally, NMSA 1978, §§ 77-1-5 (1973), 77-1-6 (1979), 77-1-10 (1979).

6.04.~~250~~ ~~260~~ Abandonment.

It is unlawful for a person to abandon an animal. Abandonment does not apply to the trap, neuter and return (TNR) of feral cats. A person or organization managing un-owned cats by trap, neuter and return is not deemed the owner, keeper, holder or possessor of such cats.

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

6.04.~~260~~ ~~270~~ Admission of qualified assistance animals to public places.

Notwithstanding any other provision of law, a qualified assistance animal shall be admitted to any building open to the public and to all public accommodations such as restaurants, hotels, hospitals, swimming pools, stores, common carriers and theaters; provided that the qualified assistance animal is under the control of a person with a disability or a trainer of assistance animals. No person shall be required to pay any additional charges for his qualified assistance animal, but shall be liable for any damage done by his qualified assistance animal.

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

State law reference(s)—Similar Provisions, Assistance Animal Act, NMSA 1978, §§ 28-11-1.1 through 28-11-4 (2005).

6.04.~~270~~ ~~280~~ Animals disturbing the peace.

- A. It is unlawful for a person to allow an animal to persistently or continuously bark, howl or make noise common to their species or otherwise disturb the peace and quiet of inhabitants of the City. Persistent, continuous or loud intermittent noise between the hours of 9:00 p.m. and 7:00 a.m. which can be heard more than fifty (50) feet from the source of the noise is prima facie evidence of violation of this subsection.
- B. It is unlawful to keep or maintain an animal in such an unclean or unsanitary manner that it disturbs others by noxious or offensive odors.

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

6.04.~~280~~ ~~290~~ Animals killing or injuring livestock or protected wildlife.

- A. It is unlawful for a person to keep an animal known to have killed or injured livestock or protected wildlife. The owner has a duty to destroy said animal humanely or surrender such an animal to the Animal Protection Department for proper humane euthanizing upon the order of the court.
- B. An owner of livestock shall have the right to kill an animal that has injured or killed livestock or protected wildlife while it is upon property controlled by the owner of the livestock.

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

6.04.~~290~~ ~~300~~ Dogs or livestock on unenclosed properties.

It is unlawful for a person to harbor, tether, stake out, or herd a dog or livestock on an unenclosed premise in such a manner that may allow the animal to go beyond the property line.

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

6.04.~~300~~ ~~310~~ Animal poisoning.

- A. It is unlawful for a person to make accessible to any animal, with the intent to cause harm or death, any substance which has been treated or prepared with a harmful poisonous substance.
- B. This section does not apply to placement of such substance(s) in order to control vermin of significance to the public health.

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

6.04.~~310 320~~ Dogs or livestock running at large.

- A. It is unlawful for a person to allow or permit any dog or livestock to run at large in or on any alley, street, sidewalk, vacant lot, public property, other unenclosed place in the City, or private property without the permission of the property owner.
- B. A dog or livestock permitted to run at large in violation of this section is declared to be a nuisance and a menace to the public health and safety. Such animal may be taken up and impounded. An Animal Protection Officer may go upon private property in pursuit of an animal which is running at large unless permission to make such pursuit is explicitly refused by the occupant. An officer may not enter a private building or residence in pursuit of an animal.

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- C. A working dog performing such acts as herding or search and rescue that is under the control and supervision of the owner or handler shall not be considered as unleashed while performing its duties. A hunting, obedience, tracking or show dog that is under the control and supervision of the owner or handler shall not be considered as unleashed while performing in those capacities.
- D. It is unlawful for an owner, manager, agent, or governing board of any multiple dwelling unit, including mobile home parks and gated communities, to permit any animal to run at large upon the common areas of the multiple dwelling unit.

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

6.04.~~320 330~~ Injury to animals by motorists.

Every operator of a motor or self-propelled vehicle upon the streets and ways of the City shall immediately upon injuring, striking, maiming or running down any animal provide immediate notification to the Animal Protection Department, furnishing sufficient facts relative to the incident. Such animal shall be deemed an uncared for animal within the meaning of Subsection 6.04.090(K) of this chapter.

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

6.04.~~330 340~~ Animals transported in vehicles.

Animals must be kept safe during transport.

- A. Pickup Trucks. Animals that are transported in the bed of a pickup truck must be protected from extreme temperatures and provided with a non-metal surface to sit or stand on.
 - 1. Crate. If an animal is put in a crate or other enclosure, the crate or enclosure must be securely fastened to the bed or sides of the truck so that the crate or enclosure cannot, slide, turn over or fall out.
 - 2. Protection from Weather. No animal shall be left in the bed of a truck whether in a crate or not when the weather is such that the animal will be exposed to extreme heat, cold or rain.
- B. Cars, Vans and RVs. Animals riding inside vehicles that are not in crates or other enclosures must not be allowed access to a window opened wide enough for the animal to jump or fall. Animals riding in open topped or open sided vehicles must be secured in a humane manner to insure the animal cannot jump or fall.
- C. Transporting More Than One Animal. In addition to all other regulations in this article, animals should never be overcrowded when being transported. If the animals are crated or kept in any enclosure, they may be allowed to share a crate but each animal should be able to stand up, move around, lie down and stretch out naturally. If crates or enclosures are stacked, they must be attached securely to prevent the crates or enclosures from falling or turning over. If crates or other enclosures are stacked, the crates or enclosures must have solid bottoms to prevent urine or feces from passing between crates and enclosures.
- D. No person shall intentionally, knowingly or recklessly leave an animal unattended in a closed vehicle for any length of time without providing adequate ventilation to prevent the temperature in the vehicle from rising high enough such that any reasonable person would know that the animal would suffer from heat exposure. An animal left in a closed vehicle without the interior of the vehicle being air conditioned when the ambient temperature is over eighty (80) degrees, shall be prima facie evidence of a violation of this chapter. If the City Manager determines that an animal in a vehicle is in immediate danger, the City Manager or police officer may enter the vehicle by whatever means

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necessary, without being liable to the owner of the vehicle for any damage, and seize the animal. The animal's owner shall be responsible for all expenses related to the removal of the animal, emergency veterinary treatment and impoundment. If the City Manager or police officer cannot determine who confined the animal, the registered owner of the vehicle will be cited.

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

6.04.~~340 350~~ Animal waste.

It is unlawful to permit an animal to defecate on public or private property other than the property of the owner of the animal unless such animal waste is immediately removed and properly disposed of by the person having custody of the animal.

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

6.04.~~350 360~~ Breaking into animal protection facilities or vehicles.

It is unlawful for a person to break into any pound, center, facility, kennel or vehicle wherein animals are impounded, or to in any manner remove or assist in the removal of any animal or equipment from such.

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

6.04.~~360 370~~ Care and maintenance.

- A. It is unlawful for a person to fail, refuse or neglect to provide any animal in his charge or custody such care and husbandry as to maintain the good health and well-being of the animal. Such care and husbandry shall include, but not be limited to, adequate food appropriate to species, potable water, adequate living area, professional veterinary care and necessary grooming to maintain good health and protection from extreme weather elements. Animals shall be provided adequate space to prevent overcrowding and to maintain normal exercise according to species, size and temperament. •
- B. Any animal habitually kept outside shall be provided with a structurally sound, weatherproof enclosure, large enough to accommodate the animal and to provide proper ventilation, temperature and sufficient shade.
- C. For livestock, it is unlawful for a person to fail, refuse and/or neglect to provide any livestock in his charge or custody with such care and husbandry as to maintain the good health and well-being of the animal. Such care and husbandry shall include, but not be limited to, nutritious food in sufficient quantity provided daily, fresh clean potable water available at all times, clean adequate space, necessary veterinary care, necessary hoof care, and a proper shelter or protection from weather.

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

6.04.370

6.04.100 - Seizure and disposition of animals.



- A. A Peace Officer or Animal Protection Officer who reasonably believes that the life or health of an animal is endangered due to cruel treatment may apply to the district court, magistrate court, or the municipal court for a warrant to search for and seize an animal or animals.
- B. If the court finds probable cause that the animal is being cruelly treated, the court shall issue a warrant for the seizure of the animal. The court shall also schedule a hearing on the matter as expeditiously as possible within thirty (30) days unless good cause is demonstrated by the City.
- C. The officer seizing animals under the warrant shall give a copy of the affidavit for the search warrant, the search warrant, and a copy of the inventory of the animal or animals seized to the person from whose possession or premises the animals were taken.
- D. If the owner of the animal cannot be located or cannot be determined, a copy of the affidavit for the search warrant, the search warrant, and the inventory of the animals seized shall be conspicuously posted at the place where the animals were seized at the time the seizure occurs.
- E. Written notice regarding the time and location of the hearing shall be provided to the owner of the seized animal. The court may order publication of a notice of the hearing in a newspaper closest to the location of the seizure.
- F. At the option and expense of the owner, the seized animals may be examined by a licensed veterinarian of the owner's choice.
- G. If the court finds that the seized animal is not being cruelly treated, and the animal's owner is able to adequately provide for the animal in a manner consistent with this title, the court shall return the animal to its owner.
- H. If the court finds that the seized animal is being cruelly treated or that the animal's owner is unable to adequately provide for the animal in a manner consistent with this title; the court shall hold a hearing to determine the disposition of the animal.
- I. Upon conviction, the court may place the animal for adoption with the City Animal Adoption Center program or provide for humane destruction of the animal.
- J. Upon conviction, the defendant shall be liable for the cost of boarding the animal and all necessary veterinary examinations and care provided to the animal.
- K. Any person with a conviction for cruelty to animals cannot own, possess, harbor, keep or have custody of any animal or allow, cause, or permit any animal to be harbored or kept on his property within the City limits. Animal Protection Officers shall immediately remove any animal found to be harbored or kept for any reason upon said person's property. A seized animal will be handled pursuant to Section [6.04.090](#) of this chapter, titled Impounding Animals.
- L. In the absence of a conviction, the City shall bear the cost of boarding the animal and all necessary veterinary examinations and care during the pendency of the proceedings.
- M. Cruelty to Animals.
 - 1. It is unlawful for a person to recklessly, willfully or maliciously kill, maim, disfigure or torture; beat with a stick, chain, club or other object; mutilate, burn or scald with any substance, overwork, torment, harass or otherwise cruelly set upon any animal, except that reasonable force may be used to drive off vicious, dangerous or trespassing animals.
 - 2. It is unlawful for a person to fail to provide necessary sustenance, fail to provide necessary basic or emergency medical care, maintain an animal in an enclosed environment without adequate provisions to prevent pain or suffering, and perform procedures such as ear-cropping, de-barking, tail docking on an animal, or otherwise endanger an animal's well-being. Procedures completed by a licensed veterinarian in accordance to their standard practices shall not be considered cruelty.

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

State Law reference— Seizure of Animals, NMSA 1978, § 30-18-1.1 (1999).

6.04. 370 Cruelty.

It is unlawful for a person to do one or more of the following to an animal:

1. Recklessly, willfully, or maliciously kill, maim, disfigure, or torture;
2. Beat with a stick, chain, club, or other object;
3. Mutilate, burn, or scald with any substance or overwork;
4. Torment, harass, or otherwise cruelly set upon any animal, except that reasonable force may be used to drive off vicious, dangerous, or trespassing animals;
5. Failing to provide necessary sustenance;
6. Failing to maintain an animal in an enclosed environment without adequate provisions to prevent pain or suffering or
7. Performing procedures such as ear-cropping, de-barking, tail docking on an animal, or otherwise endanger an animal's wellbeing. Procedures completed by a licensed veterinarian in accordance to their standard practices shall not be considered cruelty.

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

PROPOSED AMENDED ORDINANCE

Title 6 ANIMALS

Chapter 6.07 HOBBS CRUELTY CHAPTER

6.07.010

This Chapter shall be known and may be cited as the "Cruelty Chapter."

6.07.020 – Definitions

Cruelty is defined as a person committing one or more of the following to an animal:

1. Recklessly, willfully, or maliciously kill, main, disfigure, or torture;
2. Beat with a stick, chain, club, or other object;
3. Mutilate, burn, or scale with any substance or overwork;
4. Torment, harass, or otherwise cruelly set upon any animal, except that reasonable force may be used to drive off vicious, dangerous, or trespassing animals;
5. Failing to provide necessary sustenance;
6. Failing to maintain an animal in an enclosed environment without adequate provisions to prevent pain or suffering or
7. Performing procedures such as ear-cropping, de-barking, tail docking on an animal, or otherwise endanger an animal's wellbeing. Procedures completed by a licensed veterinarian in accordance to their standard practices shall not be considered cruelty.

PROPOSED AMENDED ORDINANCE

6.07.030 Seizure and Disposition

- A. A Peace Officer or Animal Protection Officer who reasonably believes that the life or health of an animal is endangered due to cruel treatment may apply to the district court, magistrate court, or the municipal court for a warrant to search for and seize an animal or animals.
- B. If the court finds probable cause based on the warrant the animal is being cruelly treated, the court shall issue said warrant for the seizure of the animal.
- C. If the owner of the animal cannot be located or cannot be determined, a copy of the affidavit for the search warrant, the search warrant, and the inventory of the animals seized shall be conspicuously posted at the place where the animals were seized at the time the seizure occurs.
- D. The officer seizing the animal under the warrant shall give a copy of the search warrant, affidavit for the search warrant, and a copy of the inventory of the animal or animals seized to the person from whose possession or premises the animals were taken.
- E. At the option and expense of the owner, the seized animals may be examined by a licensed veterinarian of the owner's choice.
- F. The City shall petition the Court within fourteen (14) days after the seizure, seeking a determination of whether the animal or animals were cruelly treated. The Court shall also schedule a hearing on the matter as expeditiously as possible within thirty (30) days unless good cause is demonstrated by the City.
- G. The Court shall provide written notice regarding the time and location of the hearing shall be provided to the owner of the seized animal. The court may order the publication of a notice of the hearing in a newspaper closest to the location of the seizure.
- H. If the Court finds by clear and convincing evidence that the seized animal is being cruelly treated or that the animal's owner is unable to adequately provide for the animal in a manner consistent with this title the Court shall deem the animal the City of Hobbs Property. Upon final order, the Court may place the animal for adoption or provide for the humane destruction of the animal if deemed necessary. The Owner shall be liable for the cost of boarding the animal and all necessary veterinary examinations and care provided to the animal.
- I. If the Court finds by clear and convincing evidence that the seized animal is not being cruelly treated, and the animal's owner is able to adequately provide for the animal in a manner consistent with this title, the Court shall return the animal to its owner. City shall bear the cost of boarding the animal and all necessary veterinary examinations and care during the pendency of the proceedings.

QUESTIONS?



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
September 16, 2024

SUBJECT: Consideration of Approval of Bid No. 1614-25 for One (1) 2025 6-Yard Dump Truck and Recommendation to Accept Bid from Watson Truck & Supply, Inc., in the Amount of \$124,489.01

DEPT OF ORIGIN: General Services

DATE SUBMITTED: 9/4/2024

SUBMITTED BY: Shelia Baker, General Services Director

Summary:

An advertisement was placed in the local newspaper and placed on the City of Hobbs website for (1) 2025 6-Yard Dump Truck. There were 16 companies on the plan holders list. Bids were due by 1:30 PM on Tuesday, September 3, 2024. Three bids were submitted.

Company	Bid Amount	Delivery Time
Rush Truck Center Odessa	\$152,880.00	150 Days
Watson Truck & Supply, Inc.	\$124,489.01	120 Days
Bruckner Truck Sales, Inc.	\$149,864.00	120-150 Days

The dump truck will replace Unit No. 1141, 6-yard dump truck that was put in service in 2009, has 105,029 miles and repairs totaling \$19,186 to date. The Street Dept. provides services that require hauling of material utilizing dump trucks to do so. This includes alley material, cold mix, millings, sweepings, tree trimmings and debris as well as aiding in special projects.

Staff identified the need for the replacement and funds were included in the budget. The City went out to bid to obtain the specified unit at the best price.

Fiscal Impact:

Estimated Purchase Amount:	\$124,489.01
Budget Number:	010423-43003
Budget Amount:	\$359,000.00

Attachments:

Bid Summary

Recommendation:

Consideration to award Bid No. 1614-25 to Watson Truck & Supply, Inc.

Approved By:

Shelia Baker, General Services Director	9/4/2024
Toby Spears, Finance Director	9/5/2024
Valerie Chacon, City Attorney	9/6/2024
Manny Gomez, City Manager	9/6/2024

BID SUMMARY

BID/PROPOSAL NO. 1614-25

FURNISH (log and) Dumptruck

BIDDER	Rush RTC	Watson	Bruckners	
NM CONTRACTORS LICENSE				
BID BOND				
ADDENDUMS	none	none	none	
BID FORM	✓	✓	✓	
SUBCONTRACTORS LIST				
RESIDENT BIDDERS PREFERENCE NO.	N/A ✓	✓	✓	
VETERANS PREFERENCE	N/A ✓	NA ✓	✓ NA	
CAMPAIGN CONTRIBUTION FORM	✓	✓	✓	
NON-COLLUSION AFFIDAVIT	✓	✓	✓	
RELATED PARTY DISCLOSURE FORM	✓	✓	✓	
CERTIFICATION REGARDING DEBARMENT	✓	✓	✓	
BASE BID TOTAL				
ALTERNATE 1	\$152,880	\$124,489	\$149,864	
ALTERNATE 2				
ALTERNATE 3				
ALTERNATE 4				
TOTAL				



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
September 16, 2024

SUBJECT: Consideration of Approval of Bid No. 1615-25 for One (1) 2025 12-Yard Dump Truck and Recommendation to Accept Bid from Watson Truck & Supply, Inc. in the Amount of \$160,189.00

DEPT OF ORIGIN: General Services

DATE SUBMITTED: 9/4/2024

SUBMITTED BY: Shelia Baker, General Services Director

Summary:

An advertisement was placed in the local newspaper and placed on the City of Hobbs website for (1) 2025 Tandem 12-Yard Dump Truck. There were 17 companies on the plan holders list. Bids were due by 2:00 PM on Tuesday, September 3, 2024. Three bids were submitted.

Company	Bid Amount	Delivery Time
Rush Truck Center Odessa	\$179,813.04	150 Days
Watson Truck & Supply, Inc.	\$160,189.00	180 Days
Bruckner Truck Sales, Inc.	\$191,122.00	270 Days

The dump truck will replace Unit No. 1231, a 12-yard dump truck that was put in service in 2009, has 99,536 miles and has a blown engine. The Street Dept. provides services that require hauling of material utilizing dump trucks to do so. This includes alley material, cold mix, millings, sweepings, tree trimmings and debris as well as aiding in special projects.

Staff identified the need for the replacement and funds were included in the budget. The City went out to bid to obtain the specified unit at the best price.

Fiscal Impact:

Estimated Purchase Amount:	\$160,189.00
Budget Number:	010423-43003
Budget Amount:	\$359,000.00

Attachments:

Bid Summary

Recommendation:

Consideration to award Bid No. 1615-25 to Watson Truck & Supply, Inc.

Approved By:

Shelia Baker, General Services Director 9/4/2024

Toby Spears, Finance Director	9/4/2024
Valerie Chacon, City Attorney	9/6/2024
Manny Gomez, City Manager	9/6/2024

BID SUMMARY

BID/PROPOSAL NO. 1615-25

FURNISH 12 yard Dumptruck

BIDDER	Rush RTC	Watson	Bruckners	
NM CONTRACTORS LICENSE				
BID BOND				
ADDENDUMS	none	none	none	
BID FORM				
SUBCONTRACTORS LIST				
RESIDENT BIDDERS PREFERENCE NO.	✓ NA	✓	✓	
VETERANS PREFERENCE	✓ NA	✓ NA	✓ NA	
CAMPAIGN CONTRIBUTION FORM	✓	✓	✓	
NON-COLLUSION AFFIDAVIT	✓	✓	✓	
RELATED PARTY DISCLOSURE FORM	✓	✓	✓	
CERTIFICATION REGARDING DEBARMENT	✓	✓	✓	
BASE BID TOTAL				
ALTERNATE 1	\$179,813 ⁰⁴	\$160,189 ⁰⁰	\$191,122 ⁰⁰	
ALTERNATE 2				
ALTERNATE 3				
ALTERNATE 4				
TOTAL				