



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

**Monday, March 16, 2026 - 6:00 PM**

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

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## **AGENDA**

City Commission Meetings are  
Broadcast Live on KHBX FM 90.7 Radio and  
View Online at [www.hobbsnm.org](http://www.hobbsnm.org)

### **CALL TO ORDER AND ROLL CALL**

### **INVOCATION AND PLEDGE OF ALLEGIANCE**

### **APPROVAL OF MINUTES**

1. Minutes of the March 2, 2026, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

### **PROCLAMATIONS AND AWARDS OF MERIT**

2. Proclamation Proclaiming Monday, March 16, 2026, as "HOBBS HIGH SCHOOL DIVING TEAM DAY" in the City of Hobbs (*Jonathan Sena, Mayor*)
3. Recognition of City Employees - Milestone Service Awards for the Month of March, 2026 (*Manny Gomez, City Manager*)

- 5 years - Courtney Packer, Legal Department

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

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

4. Resolution No. 7740 - Authorizing Removal of Ambulance Billing Accounts Receivable Determined to be Uncollectible (*Toby Spears, Finance Director*)
5. Resolution No. 7741 - Authorizing the Mayor to Execute a Joint Use Agreement Between the City of Hobbs and Hobbs Municipal Schools for the Continued Use of Tennis Court Facilities and Providing for Lighting Improvements and Cost Sharing (*Todd Randall, Assistant City Manager*)
6. Consideration of Approval of the Award of a CES Contract to Musco Sports Lighting for Hobbs High School Tennis Court Lighting Improvements in the Amount of \$88,446.87 (*Todd Randall, Assistant City Manager*)
7. Consideration of Approval to Purchase Replacement Parts for the Wastewater Reclamation Facility Aerobic Digester Jet Aeration Pumps from Phoenix Pumps, Inc., in the Amount of \$147,813.80 (*Todd Randall, Assistant City Manager*)
8. Resolution No. 7742 - Authorizing the Mayor to Make Appointments to the City of Hobbs Advisory Boards (*Jonathan Sena, Mayor*)
9. Consideration of Approval of Change Order Number One with Entrench Inc., for the Joe Harvey Trunk Line F Emergency Replacement Project. (*Todd Randall, Assistant City Manager*)
10. Resolution No. 7743 - Approving Submission of an Application for Congressional Directed Spending and Community Project Funding (*Mark Doporto, Fire Chief*)
11. Resolution No. 7744 - Authorizing the Mayor or City Manager to Execute Documents Necessary to Implement a Memorandum of Agreement Between the City of Hobbs and New Mexico Junior College Related to the Purchase and Transfer of Certain City Property (*Todd Randall, Assistant City Manager*)

## **DISCUSSION**

12. Legislative Updates on the 2026 Legislative Session from Representative Elaine Sena-Cortez, Representative Randy Pettigrew, Senator Larry Scott and Senator David Gallegos

## **ACTION ITEMS** (Ordinances, Resolutions, Public Hearings)

13. Resolution No. 7745 - Accepting and Approving the Fiscal Year 2025 Audit Presented by Farley Vener, Hinkle + Landers, P.C., Certified Public Accountants (*Deb Corral, Assistant Finance Director, Toby Spears, Finance Director*)
14. Resolution No. 7746 - Authorizing Budgetary Adjustment #4 for Fiscal Year 2025-2026 (*Deb Corral, Assistant Finance Director*)
15. Consideration of Approval of RFP #558-26 for Senior Center Meals and Recommendation to Accept Proposal from Great Western Dining (*Doug McDaniel, Recreation Director, Mary Puccio, Senior Center Director*)
16. Consideration of Approval of Project Award for the Calle Grande / Del Norte Parkway Intersection Project to Ramirez & Sons, Inc., Utilizing CES Contract No. 2026-06-G1139-56 (*Todd Randall, Assistant City Manager*)
17. Consideration of Approval of Final Design for Phase 1 of the College Lane Widening and Realignment Project (*Todd Randall, Assistant City Manager*)
18. Resolution No. 7747 - Approving an Affordable Housing Development Agreement Between the City of Hobbs and Habitat for Humanity of Hobbs (*Todd Randall, Assistant City Manager*)

## **COMMENTS BY CITY COMMISSIONERS, CITY MANAGER**

19. Next Meeting Dates:

### **City Commission Regular Meetings**

- Monday, April 6, 2026, at 6:00 p.m.
- Monday, April 20, 2026, at 6:00 p.m.

## **ADJOURNMENT**

If you are an individual with a disability who needs a reader, amplifier, qualified sign language

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



**CITY OF HOBBS**  
STAFF SUMMARY FORM

MEETING DATE:  
**March 16, 2026**

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**SUBJECT:** Minutes of the March 2, 2026, Regular Commission Meeting

**DEPT OF ORIGIN:** City Clerk

**DATE SUBMITTED:** 3/3/2026

**SUBMITTED BY:** Jan Fletcher, City Clerk

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**Summary:**

Minutes of the regular Commission meeting held on March 2, 2026.

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**Fiscal Impact:**

N/A

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**Attachments:**

March 2, 2026 - Minutes

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**Recommendation:**

Motion to approve the minutes.

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**Approved By:**

Jan Fletcher, City Clerk            03/11/2026

Manny Gomez, City Manager    03/12/2026

Minutes of the regular meeting of the Hobbs City Commission held on Monday, March 2, 2026, in the City Commission Chamber, 200 East Broadway, 1<sup>st</sup> Floor Annex, Hobbs, New Mexico. This meeting was also broadcast via Livestream on the City's website at [www.hobbsnm.org](http://www.hobbsnm.org).

### **Call to Order and Roll Call**

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

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

Also present:

Manny Gomez, City Manager  
Todd Randall, Assistant City Manager  
Medjine Desrosiers-Douyon, Deputy City Attorney  
Ayana Estrada, Deputy City Attorney  
Amber Leija, Assistant City Attorney  
Marina Barrientes, Police Captain  
Jessica Silva, Community Services Superintendent  
Mark Doporto, Fire Chief  
Ryan Herrera, Deputy Fire Chief  
Lou Maldonado, Parks Superintendent  
Matt Hughes, Rockwind Superintendent  
Chad Littlejohn, Marketing Coordinator  
Doug McDaniel, Recreation Director  
Nichole Lawless, Library Director  
Shannon Arguello, Municipal Court Administrator  
Toby Spears, Finance Director  
Deborah Corral, Assistant Finance Director  
Nicholas Goulet, Human Resources Director  
Tracy South, Assistant Human Resources Director  
Selena Estrada, Risk Management  
Shelia Baker, General Services Director  
Christa Belyeu, I.T. Director  
Julie Nymeyer, Executive Assistant  
Jan Fletcher, City Clerk  
Rose Galavez, Deputy City Clerk  
Alyxandra Salas, Assistant Deputy City Clerk  
7 citizens

### **Invocation and Pledge of Allegiance**

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

### **Approval of Minutes**

Commissioner Calderón moved the minutes of the regular meeting of February 17, 2026, be approved as written. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Sena yes. The motion carried.

### **Proclamations and Awards of Merit**

None.

### **Public Comments**

None.

### **Consent Agenda**

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

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

*Resolution No. 7734 - Authorizing the Mayor to Execute a Memorandum of Agreement Between the City of Hobbs and Hobbs Municipal Schools for the Grant of Funds for an Emergency Response Digital Mapping Project*

*Resolution No. 7735 - Establishing a Brick Fee for Non-Lea County Veterans for the "VETERANS PATH OF FREEDOM" Located at Veterans Memorial Park*

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

### **Discussion**

Mr. Toby Spears, Finance Director, presented a Gross Receipts Tax (GRT) analysis through February 2026, including a review of the unrestricted General Fund. The City budgeted \$56 million in the General Fund and is currently trending at approximately \$60 million. He noted the City typically budgets conservatively. Mr. Spears provided a year-over-year comparison of industry GRT collections, highlighting changes in mining and retail trade. He also discussed the Consumer

Price Index (CPI), noting it is approximately 30% higher than in 2019, and reviewed the impacts of HB6 on industry revenues. He stated mining now represents 7.76% of GRT revenues, compared to approximately 25% prior to HB6, creating long-term revenue concerns. Retail trade has increased and now represents 28.82% of GRT revenues.

In response to Commissioner Mills' inquiry regarding untaxed goods and services reported to the state, Mr. Spears explained that compensating tax collections have increased. He stated a 5% tax is remitted back to the City on goods sold within the state. He stated the Taxation and Revenue Department has implemented increased review and "claw back" efforts related to compensating tax collections.

Mayor Sena clarified for the public and online listeners the City is operating with approximately \$13–\$14 million less in annual revenue while facing higher costs. He emphasized that public safety, including fire and police services, as well as road maintenance, remain top priorities despite reduced funding.

Mr. Spears also reviewed Hobbs' current gross receipts tax rate of 6.5625%, which consists of:

- Municipal GRT: 1.4375%
- County-imposed GRT: 0.2500%
- State GRT: 4.8750%

The local option portion totals 1.4375%, with approximately 1.225% returning to the City.

In conclusion, Mr. Spears compared Hobbs' GRT rate to surrounding New Mexico municipalities, noting some counties impose higher rates, increasing the cost of doing business in those areas. He stated during the preliminary budget process, revenue trends help determine whether spending reductions or additional restrictions will be necessary to balance requests and available funding.

Commissioner Penick stated the City has consistently worked to keep tax rates controlled in order to incentivize businesses to locate in Hobbs; however, over time it becomes necessary to reassess the budget and evaluate revenue needs to ensure financial sustainability.

Mayor Sena concurred with Commissioner Penick's comments, noting that infrastructure needs, such as sewer lines, can only be deferred for so long before critical repairs become unavoidable. He commended the Commission and City staff for their continued efforts to control costs for the City of Hobbs and its residents, and for carefully evaluating all available options. He stated the City will continue pursuing partnerships and funding opportunities while exploring every possible option moving forward.

Mr. Manny Gomez, City Manager, recognized the Finance Department, the management team, and staff across all City departments for their continued dedication. He noted despite the long-term decline in mining revenues and gross receipts tax collections, the demand and expectations for City services have increased significantly. Many departments are operating with minimal staffing levels. He stated the City has been fortunate to retain high-quality employees under these circumstances and emphasized the importance of recognizing and supporting staff to maintain the level of service residents expect and deserve. Mr. Gomez stated future considerations at the Commission and community level may need to include evaluating potential increases or modifications to basic services to ensure sustainability.

Mayor Sena stated police officers, firefighters, department heads, and other City employees are working diligently to provide high-quality service and ensure public safety, despite operating with fewer resources. He emphasized the importance of ensuring employees are fairly compensated and provided with safe working conditions.

Mayor Sena stated residents of Hobbs expect the City to maintain business incentives, attract new development, and preserve strong infrastructure, including well-maintained roads. Achieving these goals requires adequate revenue, and he noted that this discussion is an important and necessary part of that broader conversation.

Commissioner Fields stated this is the City's third year operating without the benefits previously available under HB6, which has significantly impacted the City's ability to sustain operations and maintain financial stability. He described the loss as a major setback and expressed appreciation to the Finance Department and all City employees for their continued hard work under these challenging circumstances.

### **Action Items**

#### ***Resolution No. 7736 - Authorizing the Mayor to Execute a Professional Services Agreement with Teen Court of Lea County to Conduct Services Related to the Gus Macker 3-on-3 Basketball Tournament***

Mr. Doug McDaniel, Recreation Director, stated the Hobbs Downtown Slam and Jam will be held on Saturday and Sunday, April 25–26, 2026. Teen Court of Lea County expressed interest in serving as the non-profit co-sponsor of the event with the City of Hobbs. Staff from both organizations previously met to review and discuss event responsibilities. Teen Court of Lea County will assume all duties and responsibilities previously handled by the former co-sponsor. Funding for the event will remain the same as in 2025 in the amount of \$35,000.00 to assist the co-sponsor in executing the contract with the national Gus Macker organization and to help ensure a successful event for both the City of Hobbs and Teen Court of Lea County.

Mr. McDaniel introduced Ms. Paula Drake, CORE Sports Coordinator and Chair of the Gus Macker and Hobbs Downtown Committee; Ms. Courtney Dworff, Director of Teen Court of Lea County; and Ms. Jasmine Espinoza of Teen Court of Lea County, who were present and available for questions.

Commissioner Fields stated the Gus Macker Tournament is a significant event for the City of Hobbs. He commended the organizers for taking the lead on the event and wished them continued success.

There being no further discussion, Commissioner Calderón moved to approve Resolution No. 7736 as presented. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, and Sena yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

*Resolution No. 7737 - Authorizing the Mayor to Execute a Memorandum of Agreement Between the City of Hobbs and the City of Eunice for the Care, Custody, and Handling of Dogs and Cats Seized by the City of Eunice*

Ms. Jessica Silva, Community Services Superintendent, stated the resolution authorizes the Mayor to execute a Memorandum of Agreement between the City of Hobbs and the City of Eunice for the care, custody, and handling of dogs and cats seized by the City of Eunice. She explained the agreement formalizes the partnership, ensures proper housing and care of the animals, and supports regional collaboration.

There being no discussion, Commissioner Penick moved to approve Resolution No. 7737 as presented. Commissioner Calderón seconded the motion and roll call vote was recorded as follows: Smith yes, Fields yes, Mills yes, Calderón yes, Penick yes, and Sena yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

*Resolution No. 7738 - Determining that Certain Properties are Ruined, Damaged and Dilapidated Requiring Removal from the Municipality (104 E Harden, 115 N Avenue B, 119 N Avenue B, 618 ½ E. Snyder)*

Mayor Sena first wished to emphasize that condemnation does not mean a bulldozer is immediately waiting to demolish a property. Rather, it provides appropriate legal pressure and focus to ensure the issues are addressed and remedied. He stated the goal is to move forward collaboratively and work with property owners and staff to have the properties cleaned up.

Ms. Amber Leija, Assistant City Attorney, and Ms. Jessica Silva, Community Services Superintendent, stated as part of the ongoing safety and cleanup efforts within city limits, the Hobbs Police Department Community Services Division has identified

several properties presenting health, life, and safety hazards that warrant remediation. The properties located at 104 East Harden, 115 North Avenue B, 119 North Avenue B, and 618 ½ East Snyder were described as damaged, dilapidated, and a menace to public comfort, health, and safety. Ms. Leija presented slides showing the extent of damage and condition at each location.

In response to Commissioner Penick's inquiry regarding roof repairs at 104 East Harden, Ms. Silva stated roof repairs have been made; however, staff is unaware whether the work was completed to meet code requirements or by a licensed contractor.

In response to Commissioner Fields' inquiry, Ms. Silva stated the City has not yet been granted consent to conduct an interior walkthrough or inspection of the property.

Mr. Zax Dathers, an agent of the property and great-nephew of the owner, provided information about the property. He described the structure as fundamentally sound, noting damage has occurred due to trespassing and individuals removing materials such as copper and other valuables. He stated several contractors have evaluated the building, and he has attempted to obtain permits to repair and replace windows; however, he was informed the City has no existing records for the property, requiring the owner to incur additional out-of-pocket expenses.

Mr. Dathers requested a 366-day extension before the structure is resubmitted for evaluation to allow time to obtain the documentation requested by the City. He also requested temporary permits to repair and secure damaged doors and windows during that period.

In response to Commissioner Fields' question regarding his overall intent for the property, Mr. Dathers stated he would like to restore it as a residential property. He noted the County classifies it as residential, although it was previously used as a commercial building when converted into a hospital years ago.

In response to Commissioner Penick's question regarding building blueprints, Mr. Dathers stated no original records exist, and because the City no longer has records on file, he has been unable to obtain permits.

Commissioner Penick stated commercial renovations require engineering or architectural plans and that appropriate drawings must be prepared to proceed.

Mr. Gomez clarified the City of Hobbs Building Official is responsible for classifying the property as residential or commercial.

Mayor Sena reiterated that remediation of the property is the City's primary objective and the condemnation process is part of achieving that goal. He expressed concern

about the risk of injury due to ongoing trespassing and stated the City seeks compliance and rehabilitation of the property.

Ms. Leija stated the owner has held the property since 2001 and has submitted two letters indicating efforts to secure professional assistance; however, the City has not received further updates.

Mr. Dathers stated in 2024, contractors informed the owner they were unwilling to risk their licenses by working on the property, though he was unsure of the specific reasons.

After reviewing photographs of two other properties included on the resolution, which clearly showed to be in a state of significant disrepair, Ms. Leija requested approval to proceed with condemnation of all structures as presented.

There being no further discussion, Commissioner Fields moved to approve Resolution No. 7738 for condemnation of all four structures as presented. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Smith yes, Fields yes, Mills yes, Calderón yes, Penick yes and Sena yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

*Consideration of Project Award for Bid No. 1627-26 Trunk Line F Sanitary Sewer Replacement Project Phase 9*

Mr. Todd Randall, Assistant City Manager, stated bids were opened at 2:00 p.m. on Thursday, January 22, 2026, for the Trunk Line F Sanitary Sewer Replacement Project, Phase 9. He explained the project and stated it includes extensive underground and surface improvements, installation of approximately 12,840 linear feet of sanitary sewer line ranging in size from 8-inch to 24-inch diameter, 48 manholes, and 17 phases of temporary bypass pumping. The project also includes 60 linear feet of bored and jacked 36-inch diameter steel casing. He stated surface and site improvements consist of concrete sidewalk, curb and gutter, ADA-accessible ramps, drive and alley pads, construction staking, SWPPP and erosion control measures, traffic control and signage, a shoofly construction traffic bypass, and approximately 61,670 square yards of paving and related site work. In addition, storm drainage improvements include 2,640 linear feet of 60-inch diameter storm sewer line, 80 linear feet of 24-inch RCP storm sewer line, six median inlet/junction box structures, roadway striping, and median depressed island import and backfill operations.

Mr. Randall stated staff recommends awarding the contract to the low bidder, Ramirez and Sons, with Entrench serving as the subcontractor, in the amount of \$17.1 million. He noted the bid process was highly competitive, with less than a \$150,000.00 difference between bids. The Engineer of Record has submitted a letter

of recommendation supporting the award to Ramirez and Sons with Entrench as subcontractor.

Mr. Randall further stated a \$3.3 million budget adjustment request (BAR) related to the project will be presented for Commission consideration at the next meeting. He stated the project is heavily subsidized, including approximately \$5 million in County funding, \$2 million in Capital Outlay funds, and an additional \$2 million allocated toward the project. The total contract amount is \$18,236,014.42, and including emergency repairs and budget adjustments for professional services, the total project cost exceeds \$19 million.

In response to Commissioner Penick's inquiry regarding the project timeline, Mr. Randall stated the contract allows 900 days for completion. He stated a portion of this extended timeline is necessary to ensure continued access to individual residential and commercial properties throughout construction.

Mr. Randall also mentioned the project includes \$2 million in State funding, along with an additional \$2 million appropriated during the most recent legislative session, expressing appreciation to the area Legislative Representatives for their support. Mr. Randall also thanked Mr. Anthony Henry, City Engineer, and the Utilities Department for their efforts in managing and curating the project. He stated while a third-party review was conducted, significant work went into ensuring the bid process was competitive and remains within budget.

There being no further discussion, Commissioner Penick moved to approve the award of the bid to Ramirez and Sons for the Trunk Line F Sanitary Sewer Replacement Project Phase 9 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 and Sena yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

*Resolution No. 7739 - Approving a Public Art Project at the Hobbs Soccer Complex and Authorizing Execution of an Agreement*

Mr. Todd Randall, Assistant City Manager, stated the Hobbs Public Art Committee has reviewed and approved the "Unity in Motion" mural proposal submitted by JMEL Public Art & Design (Jesse Melanson) and recommends award of the project. The project consists of two permanent exterior murals to be installed on City owned buildings at the Hobbs Soccer Complex. The murals are designed as a cohesive, paired installation intended to enhance the facility and reinforce themes of unity, inclusion and positive community values. The total project cost is \$50,000.00. In accordance with City policy, original works of art are exempt from the City's procurement ordinance, and artist selection was conducted pursuant to the City's Public Art Committee Guidelines. Mr. Randall stated the Public Art Committee's role is advisory and final approval rests with the City Commission.

Mr. Daniel Russell, Chairman of the Hobbs Art Committee, introduced other committee members present at the meeting. He provided further information on the City's art initiative, highlighting the MLK Soccer Complex as a top location for a proposed mural. Mr. Russell presented images of the mural and its planned placement at the complex, describing the artwork and noting it will feature Dr. Martin Luther King Jr's famous quote, "The time is always right to do what is right." He emphasized the mural will serve as both a community entry feature and a sightseeing attraction for the south area of Hobbs.

Ms. Lorena Chavarria, Director of the Downtown Improvement Association (DIA), provided comments on the mural initiative, noting that the DIA and Hobbs Art Committee share a common goal of revitalizing the south side of Hobbs. She stated that featuring Dr. Martin Luther King, Jr., at the MLK Soccer Complex would be a meaningful addition, connecting athletics with values of leadership, teamwork, perseverance and quality. Ms. Chavarria emphasized that Dr. King's legacy of unity and courage mirrors the spirit of sports, bringing diverse people together toward common goals. She added the mural will not only enhance the aesthetics of the complex but also serve as a daily source of inspiration for players, families and visitors, reminding everyone that character, respect and community are as important as winning.

In response to Commissioner Fields' inquiry regarding the mural, Mr. Russell explained that a protective coating will be applied to safeguard it from weather-related wear and other potential sources of damage. While he noted that intentional vandalism such as graffiti is unlikely, he acknowledged it cannot be entirely ruled out. Mr. Russell further stated that any actions taken by the committee will be subject to Commission approval. As additional phases of the initiative are developed, they will be presented to the Commission for review and authorization. Plans for additional murals in other areas of the City are also being considered, pending such approval.

There being no discussion, Commissioner Fields moved to approve Resolution No. 7739 as presented. Commissioner Mills seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes and Sena yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

#### **COMMENTS BY CITY COMMISSIONERS, CITY MANAGER**

Commissioner Fields stated he enjoyed attending the NAACP banquet this past week and described the speaker as very dynamic. He also expressed his appreciation for the work of the Finance Department, the Legal Department and Code Enforcement.

Mayor Sena thanked everyone for their attendance tonight and also commented on the recent NAACP dinner, noting that the keynote speaker, Mr. Reggie Mackey, was

his former student. He expressed his appreciation to Mr. Joe Cotton for his leadership and contributions to the community.

**ADJOURNMENT**

There being no further business or comments, Commissioner Calderón moved the meeting adjourn. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Sena yes. The motion carried and the meeting adjourned at 7:15 p.m.

\_\_\_\_\_  
JONATHAN SENA, Mayor

ATTEST:

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JAN FLETCHER, City Clerk

Office of the Mayor  
Hobbs, New Mexico

## PROCLAMATION

**WHEREAS**, this year's Hobbs State Diving Championship was filled with determination, breakthroughs, and extraordinary performances. Represented by seven outstanding young men and one exceptional young lady, Hobbs proved once again that hard work, resilience, and heart define our program. Our boys team battled fiercely to claim 7th place out of 29 teams — a tremendous accomplishment at the state level; and

**WHEREAS**, Leading the celebration was Alfredo Hernandez, a junior, who delivered a spectacular performance to become the New Mexico State Champion in the one-meter diving event for the second consecutive year. After sharing the title last season as a sophomore, Alfredo returned with unmatched focus and drive, determined to stand alone at the top; and

**WHEREAS**, Alfredo's relentless work ethic and commitment to mastering new, more difficult dives paid off in dominant fashion, earning a winning score of 532.90. As only a junior, Alfredo now stands on the brink of history with the opportunity to pursue a third championship next year. Alfredo has been competing for HHS for three years, and he also trains with the Tsunami Diving and HHS Dive; and

**WHEREAS**; On the girl's side, Kinley Gonzales, a sophomore, etched her name into Hobbs history with a phenomenal, record-setting performance. Kinley became the New Mexico State Diving Champion, making her the first female diver from Hobbs ever to win a state title. With a personal-best score of 399.20 in a thrilling competition, Kinley showcased incredible poise, confidence, and competitive excellence. Her achievement represents not only personal triumph but a proud milestone for our entire program. This is Kinley's second year of competing. She has been training for three years with Tsunami Diving and HHS Dive.

**NOW, THEREFORE**, I, Jonathan Sena, Mayor of the City of Hobbs, New Mexico, do hereby proclaim March 16, 2026 as,

### **“HOBBS HIGH SCHOOL DIVING TEAM DAY”**

in the City of Hobbs, in honor of their dedication to the Hobbs High School Diving Team and to our community, we wish them continued success.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 16th day of March, 2026, and cause the seal of the City of Hobbs to be affixed hereto.

  
JONATHAN SENA, Mayor

ATTEST:

  
JAN FLETCHER, City Clerk



# March Milestones 2026

## **5 Years**

Courtney Packer

Legal Admin Asst II

03/15/2021



**CITY OF HOBBS**  
STAFF SUMMARY FORM

MEETING DATE:  
**March 16, 2026**

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**SUBJECT:** Resolution No. 7740 - Authorizing Removal of Ambulance Billing Accounts Receivable Determined to be Uncollectible

**DEPT OF ORIGIN:** Finance

**DATE SUBMITTED:**

**SUBMITTED BY:** Toby Spears, Finance Director

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**Summary:**

On August 25, 2025, the City of Hobbs passed resolution # 7661 to write off contractual allowances for ambulance billings from July 1, 2007 to June 30, 2021. Contractual allowances still exist on the City of Hobbs balance sheet from July 1, 2021 to June 30, 2025 in the amount of \$2,561,402.82. In accordance with 3-37-7, NMSA 1978 accounts with balances resulting from activity four years or older are to be removed from the list of accounts receivable of the City of Hobbs. A large portion of the write-off balance is due to contractual allowances and clean-up of sub-ledger reconciliation reports. The accounts receivable have always been accounted for on the balance sheet as an account receivable (asset) with an offsetting deferred revenue account (liability). This results in an overall impact of zero on the balance sheet. The City of Hobbs will maintain an ambulance receivable in the amount of \$1,405,859.13 at June 30, 2025. Starting July 1, 2025, billings will be booked net of the contractual allowance. It should be noted the City of Hobbs received an audit finding due to the EMS provider not providing a timely accounts receivable report for fiscal year 2024. Subsequently, City staff and the provider have corrected this audit finding.

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**Fiscal Impact:**

There would be no fiscal impact on a cash basis of accounting.

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**Attachments:**

RESOLUTION to write off Ambulance Billing Accounts Receivable 2025 July 1 2021 to June 30 2025  
Hobbs Fire Department\_\_AR Recon\_12\_2025  
EMS FY2026 Accounts Receivable Reconcilement as of 6 30 2025

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**Recommendation:**

Approve the resolution to remove the uncollectible accounts from the list of accounts receivable.

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**Approved By:**

Toby Spears, Finance Director

03/03/2026

Toby Spears, Finance Director

03/03/2026

Medjine Desrosiers-Douyon, Deputy City Attorney 03/04/2026

Manny Gomez, City Manager 03/05/2026

CITY OF HOBBS

RESOLUTION NO. 7740

A RESOLUTION AUTHORIZING THE REMOVAL OF UNCOLLECTIBLE AMBULANCE  
ACCOUNTS FROM THE LIST OF ACCOUNTS RECEIVABLE

WHEREAS, there are uncollectible account balances resulting from ambulance services totaling \$2,561,402.82 for the period of July 1, 2021 through June 30, 2025; and

WHEREAS, diligent efforts to collect the outstanding debt has been unsuccessful for a period of more than four years; and

WHEREAS, it is the Finance Director's opinion the accounts are uncollectible; and

WHEREAS, the City of Hobbs desires to remove the uncollectible debt from the accounts receivable, pursuant to Section 3-37-7 NMSA 1978 amended.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor be and hereby is, authorized and directed to take all necessary and appropriate action to effectuate this resolution on behalf of the City of Hobbs.

PASSED, ADOPTED AND APPROVED this 16<sup>th</sup> day of March, 2026.

\_\_\_\_\_  
JONATHAN SENA, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk

**ACCOUNTS RECEIVABLE RECONCILIATION REPORT**

Month	Beginning A/R	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Ending A/R
2025-01	1,268,241.01	203,254.16	13,718.71	189,535.45	0.04	117,861.80	8,291.65	(301.65)	1,331,924.62
2025-02	1,331,924.62	265,189.40	11,815.64	253,373.76	(60.55)	172,317.34	-	-	1,413,041.59
2025-03	1,413,041.59	374,321.19	15,825.35	358,495.84	(59.49)	271,349.40	135,200.36	-	1,365,047.16
2025-04	1,365,047.16	201,775.88	5,423.59	196,352.29	(15.65)	177,951.98	77.78	-	1,383,385.34
2025-05	1,383,385.34	274,218.69	14,689.22	259,529.47	(72.19)	262,630.88	182.07	-	1,380,174.05
2025-06	1,380,174.05	227,307.23	14,502.02	212,805.21	(74.36)	187,417.21	(222.72)	-	1,405,859.13
2025-07	1,405,859.13	228,450.58	9,837.80	218,612.78	3.75	219,304.81	1,492.65	(315.00)	1,403,985.70
2025-08	1,403,985.70	230,368.01	21,742.92	208,625.09	1.62	208,158.28	(844.38)	-	1,405,295.27
2025-09	1,405,295.27	244,206.88	7,298.49	236,908.39	(4.35)	158,330.51	(1,008.68)	(1,219.08)	1,486,105.26
2025-10	1,486,105.26	227,051.26	9,914.53	217,136.73	(16.47)	173,627.38	-	(582.21)	1,530,213.29
2025-11	1,530,213.29	135,846.29	6,525.90	129,320.39	(3.18)	92,937.97	-	-	1,566,598.89
2025-12	1,566,598.89	311,427.13	4,850.76	306,576.37	(2.38)	188,899.09	41.90	(473.60)	1,684,710.25
<b>FY Total</b>	<b>1,268,241.01</b>	<b>2,923,416.70</b>	<b>136,144.93</b>	<b>2,787,271.77</b>	<b>(303.21)</b>	<b>2,230,786.65</b>	<b>143,210.63</b>	<b>(2,891.54)</b>	<b>1,684,710.25</b>

**AMBULANCE BILLING FY 26**

**Jun-26**

	Munis		
FY25 SOY	\$ 3,967,261.95		
General Billing Pmts			
July 25 EMSMC Payments	\$ (202,355.00)		\$ -
July 25 EMSMC Charges	\$ 218,924.03 net of CA plus rev aje/refunds		
	\$ 3,983,830.98	EMS A/R	\$ 2,561,402.82 contractual allowance and prior billings 4 years
General Billing Pmts			
August 25 EMSMC Payments	\$ (166,373.08)		\$ 2,561,402.82
August 25 EMSMC Charges	\$ 208,623.47 net of CA plus rev aje/refunds		
	\$ 4,026,081.37		\$ 1,405,859.13 EMSMC AR Balance
General Billing Pmts		EMSMC A/R	
September 25 EMSMC Payments	\$ (138,960.94)	EMSMC W/O	
September 25 EMSMC Charges	\$ 238,131.82 net of CA plus rev aje/refunds		\$ -
	\$ 4,125,252.25		
General Billing Pmts			
October 25 EMSMC Payments	\$ (199,401.19)		\$ 2,561,402.82
October 25 EMSMC Charges	\$ 217,735.41 net of CA plus rev aje/refunds		
	\$ 4,143,586.47		
General Billing Pmts			
November 25 EMSMC Payments	\$ (123,355.85)		
November 25 EMSMC Charges	\$ 129,323.57 net of CA plus rev aje/refunds		
	\$ 4,149,554.19		
General Billing Pmts			
December 25 EMSMC Payments	\$ (143,585.07)		
December 25 EMSMC Charges	\$ 307,052.35 net of CA plus rev aje/refunds		
	\$ 4,313,021.47		
General Billing Pmts			
January 26 EMSMC Payments			
January 26 EMSMC Charges	net of CA plus rev aje/refunds		
	\$ 4,313,021.47		
General Billing Pmts			
February 26 EMSMC Payments			
February 26 EMSMC Charges	net of CA plus rev aje/refunds		
	\$ 4,313,021.47		
General Billing Pmts			
March 26 EMSMC Payments			
March 26 EMSMC Charges	net of CA plus rev aje/refunds		
	\$ 4,313,021.47		
General Billing Pmts			
April 26 EMSMC Payments			
April 26 EMSMC Charges	net of CA plus rev aje/refunds		
	\$ 4,313,021.47	*	
General Billing Pmts			
May 26 EMSMC Payments			
May 26 EMSMC Charges	net of CA plus rev aje/refunds		
	\$ 4,313,021.47	JOURNAL ENTRY:	

General Billing Pmts  
June 26 EMSMC Payments  
June 26 EMSMC Charges

	net of CA plus rev aje/refunds	001-12020	CURRENT - A/R AMBULANCE
\$ 4,313,021.47		001-23010	DEFERRED RECEIPTS



**CITY OF HOBBS**  
STAFF SUMMARY FORM

MEETING DATE:  
**March 16, 2026**

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**SUBJECT:** Resolution No. 7741 - Authorizing the Mayor to Execute a Joint Use Agreement Between the City of Hobbs and Hobbs Municipal Schools for the Continued Use of Tennis Court Facilities and Providing for Lighting Improvements and Cost Sharing

**DEPT OF ORIGIN:** Legal

**DATE SUBMITTED:** 3/2/2026

**SUBMITTED BY:** Medjine Desrosiers-Douyon, Deputy City Attorney

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**Summary:**

The existing Joint Use Agreement between the City of Hobbs and Hobbs Municipal School District No. 16 for the tennis courts has expired. This resolution authorizes the execution of a new Joint Use Agreement to continue the shared use of the tennis court facilities for school and public recreation purposes. The updated agreement provides for lighting improvements to the southern six courts, with the City and School District each contributing 50% of the estimated \$89,000 project cost, and clarifies that the School District will be responsible for all electricity costs associated with operation of the courts and lighting systems. All other operational terms remain substantially consistent with the prior agreement.

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**Fiscal Impact:**

The estimated cost for this joint use agreement is \$44,500.00.

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**Attachments:**

RESOLUTION - Joint Powers agreement between City and HMS (2026)  
JPA with HMS-Tennis Courts

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**Recommendation:**

Staff recommends that the Commission should consider the Resolution.

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**Approved By:**

Medjine Desrosiers-Douyon, Deputy City Attorney	03/04/2026
Toby Spears, Finance Director	03/05/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	03/05/2026
Manny Gomez, City Manager	03/05/2026

CITY OF HOBBS

RESOLUTION NO. 7741

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A JOINT POWERS AGREEMENT BETWEEN THE CITY OF HOBBS AND THE HOBBS MUNICIPAL SCHOOL DISTRICT NO. 16 FOR THE CONTINUED JOINT USE OF TENNIS COURT FACILITIES AND PROVIDING FOR LIGHTING IMPROVEMENTS AND COST SHARING

WHEREAS, the City of Hobbs (“City”) and Hobbs Municipal School District No. 16 (“School District”) previously entered into a Joint Powers Agreement for the use of tennis court facilities located on School District property; and

WHEREAS, the prior Joint Powers Agreement has expired, and the parties desire to continue the joint use of the tennis court facilities for public recreation and school programs; and

WHEREAS, the parties desire to provide for lighting improvements to the southern six (6) tennis courts, with an estimated total project cost of Eighty-Nine Thousand Dollars (\$89,000.00), to be shared equally between the City and the School District; and

WHEREAS, the City’s share of the lighting improvements is Forty-Four Thousand Five Hundred Dollars (\$44,500.00); and

WHEREAS, the School District shall be responsible for all electricity costs associated with operation of the tennis courts and lighting systems;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor be and is hereby directed to execute a Joint Powers Agreement between the City of Hobbs and the Hobbs Municipal School District No. 16 for the continued joint use of the tennis court facilities and for the City’s contribution of fifty percent (50%) of the total project cost for lighting improvements, with the City’s contribution estimated at \$44,500.00.

BE IT FURTHER RESOLVED By the Governing body of the City of Hobbs that this Resolution revokes Resolution No. 1895 adopted on the 3<sup>rd</sup> day of November, 1973.

PASSED, ADOPTED AND APPROVED this 16<sup>th</sup> day of March, 2026.

\_\_\_\_\_  
JONATHAN SENA, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk

JOINT POWERS AGREEMENT – TENNIS COURTS

This Agreement is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the CITY OF HOBBS, NEW MEXICO, a municipal corporation (hereinafter referred to as "CITY") and the Hobbs Municipal School District No. 16 (hereinafter referred to as "SCHOOLS").

NOW, THEREFORE, THE PARTIES HERETO HEREBY DO COVENANT AND AGREE AS FOLLOWS:

**RECITALS**

WHEREAS, the Joint Powers Agreements Act, Sections 11-1-1 et seq., NMSA 1978 (formerly Sections 4-22-1 through 4-22-7), authorizes political subdivisions to jointly exercise powers common to the contracting parties; and

WHEREAS, the PARTIES have built tennis courts on real property owned by the School District within the City of Hobbs, Lea County, New Mexico in Section 35, Township 18 South, Range 38 East, N.M.P.M., and more particularly described as follows;

Tract beginning 550 feet south of the Northwest corner of the Northeast quarter of the Northwest quarter; Thence South 550 feet; East 1320 feet; North 550 feet; West 1320 feet to the point of beginning, (containing 16.06 acres, more or less).

Blocks 1 to 6, both inclusive, Pribble Brothers Addition to the City of Hobbs.

Tract beginning 2640.33 feet South 89°57' East from corner common to Section 26, 27, 34, Thence South 89°57' East 660 feet; South 0°1' East 1120 feet; North 89°57' West 660 feet; North 0°1' West 1120 feet to the point of beginning (containing 16.97 acres, more or less).

WHEREAS, the parties desire to continue the joint use of such tennis court facilities for school and public recreational purposes; and

WHEREAS, the parties further desire to provide for lighting improvements to certain courts and to clarify responsibility for electricity costs;

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

## **1. Property Subject to Agreement**

This Agreement applies to the existing tennis court facilities located on School District property in Hobbs, Lea County, New Mexico, as more particularly described in the prior Joint Use Agreement approved by the State Board of Finance in 1976 (the "Property").

## **2. Lighting Improvements – Southern Six Courts**

### **A. Scope of Improvements.**

The parties agree to complete lighting improvements to the southern six (6) tennis courts located on the Property. Improvements shall include installation and/or upgrade of light standards, fixtures, wiring, and related infrastructure necessary for safe nighttime play.

### **B. Cost Sharing.**

The total estimated cost of the lighting improvements is Eighty-Nine Thousand Dollars (\$89,000.00). The City and the School District shall each pay fifty percent (50%) of the total project cost.

### **C. Payment Method.**

Each party shall remit its respective share pursuant to mutually agreed invoicing and payment procedures. If actual project costs exceed or are less than the estimate, each party's contribution shall remain fifty percent (50%) of actual costs.

### **D. Ownership of Improvements.**

Upon installation, the lighting improvements shall become part of the real property owned by the School District, consistent with Section 6 of this Agreement.

## **3. Electricity and Utility Costs**

Notwithstanding any prior agreement or practice, the School District shall be solely responsible for payment of all electricity costs associated with operation of the tennis courts, including all lighting systems and related electrical infrastructure.

All other utilities, if any, shall be addressed consistent with prior practice unless otherwise agreed in writing.

## **4. Maintenance Responsibilities**

A. The City and School District shall jointly and equally bear expenses for maintaining the tennis court area, including painting of court surfaces, nets, minor repairs, and other incidental costs necessary to keep the facility in usable condition.

B. During the school term, the School District shall administer and supervise maintenance and purchasing of supplies.

- C. During non-school terms, the City shall administer and supervise the facility.
- D. Each party shall be responsible for cleaning the facility following its use.

### **5. Scheduling and Priority of Use**

- A. During the school term, the School District shall have exclusive use of the courts during school hours and for school-supervised programs.
- B. The City shall have exclusive use after school hours and during summer vacation, subject to School priority for supervised programs.
- C. The facility shall remain open to the public and no fee shall be imposed unless mutually agreed upon in writing.
- D. The tennis court facilities are intended solely for the playing of tennis, related tennis programming and other HMS functions. The use of the courts for skateboarding, rollerblading, bicycling, scooters, or other wheeled and motorized activities is strictly prohibited. The City and the School District shall take reasonable steps to enforce this restriction in order to protect the court surface and maintain the facilities for their intended recreational purpose.

### **6. Ownership of Improvements**

All improvements placed upon School District land pursuant to this Agreement, including lighting improvements, shall become part of the real property. Upon expiration or termination of this Agreement, the School District shall retain ownership of all such improvements free of any claim by the City.

### **7. Term**

This Agreement shall continue for a period of twenty-five (25) years from the effective date, and thereafter as mutually agreed. Either party may terminate this Agreement after the initial 25-year period upon thirty (30) days' written notice prior to an anniversary date. Such notice shall be made in writing and shall be sent by certified mail to the following addresses or delivered personally:

City Manager  
200 E. Broadway St.  
Hobbs, New Mexico 88240

Superintendent of Schools  
1515 E. Sanger St.  
Hobbs, New Mexico 88240

**8. Administration**

The Director of Parks and Recreation for the City and the Athletic Director (or designee) for the School District shall coordinate scheduling, maintenance, and operational matters under this Agreement.

**9. Approval**

This Agreement is subject to approval by the State Board of Finance of the State of New Mexico, if required by law.

**10. Effective Date**

This Agreement shall become effective upon execution by both parties and any required approvals.

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

THE CITY OF HOBBS, NEW MEXICO

By: \_\_\_\_\_  
JONATHAN SENA, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

MEDJINE DESROSIERS-DOUYON,  
Deputy City Attorney





**CITY OF HOBBS**  
STAFF SUMMARY FORM

MEETING DATE:  
**March 16, 2026**

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**SUBJECT:** Consideration of Approval of the Award of a CES Contract to Musco Sports Lighting for Hobbs High School Tennis Court Lighting Improvements in the Amount of \$88,446.87

**DEPT OF ORIGIN:** Planning

**DATE SUBMITTED:** 3/4/2026

**SUBMITTED BY:** Todd Randall, Assistant City Manager

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**Summary:**

The City of Hobbs and the Hobbs Municipal School District maintain a long-standing Joint Powers Agreement (JPA) for the shared use of tennis court facilities located on school district property. The courts are used for both school athletic programs and public recreational use.

As part of updating and continuing the Joint Use Agreement, the City and the School District have identified a need to upgrade and improve the lighting system on the southern six tennis courts to support safe evening play and improve lighting performance.

Musco Sports Lighting, LLC has provided a quote through the Cooperative Educational Services cooperative purchasing contract (Contract No. 2023-02-C217-ALL), which allows the City to utilize cooperative procurement rather than conducting a separate bid process.

The proposed project includes replacement of the existing tennis court lighting with an LED lighting system utilizing Musco's ZONE outdoor luminaires, providing improved lighting levels and system performance for the courts.

The project includes:

- Removal of existing lighting fixtures
- Installation of 28 LED luminaires on existing poles
- Installation of lighting controls and electrical upgrades
- System commissioning and aiming

The system includes a 10-year warranty covering materials and on-site labor, eliminating routine lighting maintenance costs during the warranty period.

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**Fiscal Impact:**

The City's portion of the project is approximately \$44,223, funded through Commissioner Penick's discretionary funds.

The Hobbs Municipal School District will fund the remaining 50%.

Total Project Cost Estimated: \$88,446.87

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**Attachments:**

247918 Quote and SOW

Hobbs High School Tennis Lighting Design

TLC-LED-550 Luminaire Gray w Light-Structure System Global (1)

M-5652-en04-1\_Zone Large Luminaire (ZNL) DS (1)

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**Recommendation:**

Consider the Award of CES Contract to Musco Sport Lighting in the Amount of \$88,446.87

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**Approved By:**

Manny Gomez, City Manager

03/05/2026

Toby Spears, Finance Director

03/06/2026

Medjine Desrosiers-Douyon, Deputy City Attorney

03/09/2026

Manny Gomez, City Manager

03/13/2026

Date: November 13, 2025

Project: Hobbs High School Tennis Relight  
 Hobbs, NM  
 Musco Project Number: 247918

**Cooperative Educational Services**

**Master Project:** 197347, **Contract Number:** 2023-02-C217-ALL, **Expiration:** 03/15/2027

**Category:** Indoor and Outdoor Athletic, Recreational & Auditorium Lighting Systems Rigging, Fixtures, Equipment, Installation, Maintenance, and Repair

All purchase orders should note the following:

Cooperative Educational Services Purchase – Contract Number: 2023-02-C217-ALL

**Quotation Price – Materials Delivered to Job Site and Turnkey Installation**

**Lighting**

**Southside Courts – 8-13**

<b>Materials Price Per Fixture (28)</b> .....	<b>\$ 2,220.71</b>
<b>Installation</b> .....	<b>\$ 16,862</b>
<b>Freight</b> .....	<b>\$ 3,172</b>
<b>Performance/Payment Bond</b> .....	<b>\$ 787</b>
<b>New Mexico Gross Receipts Tax (6.5625)</b> .....	<b>\$ 5,446.87</b>
<b>Total</b> .....	<b>\$ 88,446.87</b>

*New Mexico Gross Receipts Tax calculated on the date of this quote at the rate of 6.56%. The rate is subject to change in accordance to any New Mexico Gross Receipts Tax rate changes. Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase. Project invoicing may be subject to AIA progress payments.*

**LED System**

**Lighting Performance**

- Guaranteed light levels of 50 foot-candles and uniformity of 2:1

**System Description**

- UL listed assemblies
- DuraGrip® corrosion protection
- DuraGrip+® Enhanced corrosion protection

**Operation and Warranty Services**

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years
- Support from Musco’s Lighting Services Team – over 200 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors
- Warranty starts the date of shipment

**Luminaires**

- 28 ZONE™ Large Outdoor Luminaire (ZNL)

**Musco Scope**

- Provide design and layout for lighting system

**Installation Services Provided**

See attached scope of work

### ***Responsibilities of Buyer***

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- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Provide electrical design and materials for electrical distribution system
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees
- The owner of the field is responsible for the structural integrity of the existing poles and/or structures

### ***Payment Terms***

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Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC

Attn: Musco Contracts

Email: [musco.contracts@musco.com](mailto:musco.contracts@musco.com)

Cooperative Educational Services

Email: [PO@ces.org](mailto:PO@ces.org)

**All Purchase orders should note the following:**

**Cooperative Educational Services Purchase – Contract Number: 2023-02-C217-ALL**

### ***Delivery Timing***

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8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

### ***Notes***

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Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2021 IBC, 105 mi/h, Exposure C, Importance Factor C.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Product assurance and warranty program is contingent upon final inspection of existing equipment and site review, along with compatibility of Musco's lighting system.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Tanner DeKock

Sales Representative

Musco Sports Lighting, LLC

Phone: 505.388.8384

E-mail: [tanner.dekock@musco.com](mailto:tanner.dekock@musco.com)

## Hobbs High School Tennis Relight Hobbs, NM Retrofit Scope of Work

### Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout (i.e. home plate, center of FB field).
4. Ensure existing poles are structurally adequate to handle new fixture loading.
5. Ensure usability of existing underground wiring.
6. Pay any necessary power company fees and requirements.
7. Pay all permitting fees.
8. Provide any existing as-built documents or drawings.
9. Provide sealed Electrical Plans (if required).

### Musco Responsibilities:

1. Provide required fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets.
2. Provide poletop luminaire assembly on SportsCluster® poletop luminaire assembly on 24 poles
3. Provide fixture layout and aiming diagram.
4. Provide Contract Management as required.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

### Subcontractor Responsibilities

#### General:

1. Obtain any required permitting.
2. Contact your local UDig for locating underground public utilities and confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to offload equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.
11. Complete and submit Musco provided closeout checklist including required pictures.



## Scope of Work: Light-Structure System™ - SportsCluster® System

### Demolition:

1. Disassemble and leave at owner designated location on site the existing fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Leave existing ground wires and power feed in place for connection to new lighting equipment.

### Retrofit Musco Equipment to Existing Poles:

1. Provide labor, materials, and equipment to assemble and install Musco TLC for LED® equipment on existing poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.
2. Ensure grounding components meet minimum standards required by NEC and NFPA780.
3. For concrete poles, provide new lightning down conductor(aluminum) and  $\frac{5}{8}$  in copper ground rod. For poles 75 ft (22 m) or less use 1/0 AWG, poles over 75 ft (22 m) use 4/0 AWG conductor. Bond internal pole ground to new down conductor.
4. For steel poles, provide new ground rod and pole bonding conductor per NFPA Annex A.1.6.
5. Down conductor shall be converted to copper wire for any underground runs and bonded to ground rod(s).
6. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s). See installation instructions for further information.
7. Test ground resistance with 3-point ground resistance test, using instructions provided. Confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved. Record all results on form provided and submit readings to Musco.

### Electrical:

1. Provide materials, and equipment to reuse existing electrical service panels as required.
2. Provide materials, and equipment per electrical design.
3. Complete electrical installation per Musco Control System Summary and Musco Best Practices: Supply Wiring Installation document. If there are any discrepancies between Musco documents and electrical plans (if present), notify your Musco contact.
4. Complete required insulation resistance tests on all current-carrying conductors per ANSI/NETA ATS-2021. Use the instructions and forms provided by Musco to provide test results to your Musco contact. Ensure conduits are full of water prior to testing. Any new conductors with resistance values less than (<) 100 MOhms - phase to ground - must be repaired or replaced to meet the standard. Any existing conductors with resistance values less than (<) 100 MOhms - phase to ground - must be reported to your Project Manager or Sales Coordinator.
5. Underground splices are strongly discouraged. Disconnects in light poles are rated for multiple conductors to allow for daisy-chains - if required by electrical plans. If underground splicing cannot be avoided, use only listed connector systems, rated for wet locations.

### Control-Link® Control and Monitoring:

1. Provide labor, equipment, and materials to install 1 Musco control and monitoring cabinet and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link by contacting Control-Link Central™ at 877-347-3319.



## Scope of Work: Light-Structure System™ - SportsCluster® System

### Subcontractor's Inclusions –

**JOB DESCRIPTION:** Estimated cost for labor, material, and equipment for the following: Remove existing lights on the tennis courts and replace them with led lights using the existing poles. Install lighting control panel. Replace existing breakers with 2-3 pole 30-amp breakers. Install two push buttons. All existing wiring will be used for new lights.



## CODE OF CONDUCT

In order to maintain a high-quality jobsite and installation, Subcontractor represents to Musco that it has the supervision necessary to, and shall train, manage, supervise, monitor, and inspect the activities of its employees for the purpose of enforcing compliance with these safety requirements. Subcontractor acknowledges that Musco does not undertake any duty toward Subcontractor's employees to train, manage, supervise, monitor, and inspect their work activities for the purpose of enforcing compliance with these safety requirements, but Subcontractor agrees to abide by any reasonable recommendations made by Musco or Musco representatives with respect to safety.

Subcontractor agrees that it is or will be familiar with and shall abide by the safety rules and regulations of Musco and the Owner, including, but not limited to the Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto.

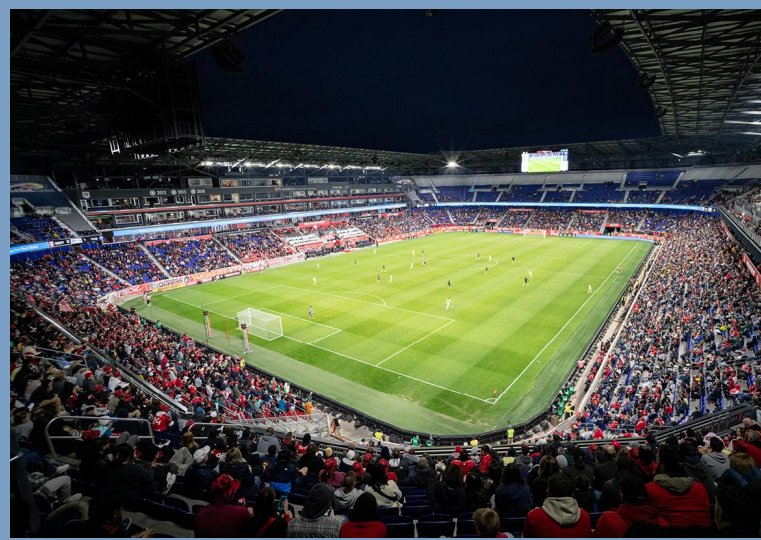
Subcontractor further agrees to require all its employees, subcontractors, and suppliers to comply with these requirements. Subcontractor shall also observe and comply with all laws with respect to environmental protection applicable to the Project.

Subcontractor shall require all its subcontractors, employees, visitors, suppliers, and agents under its direction to comply with the following:

1. GENERAL JOBSITE SAFETY AND CLEANLINESS.
  - a. Subcontractor's employees and agents shall be required to wear appropriate personal protective equipment including, but not limited to, safety glasses with side shields, work shoes, fall protection devices, and hard hats.
  - b. Where a walking or working surface has an unprotected side or edge which is six feet or more above a lower level, Subcontractor shall use guardrail systems, safety net systems, or personal fall arrest systems.
  - c. Jobsite shall be kept free of debris including, but not limited to, cardboard and packing materials which can become windborne.
  - d. Construction equipment shall be parked during non-use in an orderly fashion so as not to create inconvenience to others using the jobsite.
  - e. Subcontractor shall provide for and ensure the use of safety equipment for the Project in accordance with Musco's and Owner's safety requirements, to the extent these may be stricter than federal, state, or local standards, or generally recognized industry applicable standards.
  - f. Subcontractor shall provide the Musco project manager with an "Emergency List" showing Subcontractor's designated medical doctor, hospital, insurance company, and any other health service providers, such list to be updated within 24 hours of any change in the information provided.
  - g. Within eight (8) hours from the time of an accident (or such shorter period as laws may require), Subcontractor shall advise Musco of any accident resulting in injury to any person or damage to any equipment or facility. Upon request, Subcontractor shall promptly furnish Musco with a written report of any such accident as well as a copy of all insurance and worker's compensation claims involving the Project.
  - h. Subcontractor shall maintain and inspect all construction equipment, including cranes and other lifting equipment, prior to each use. Subcontractor warrants that all equipment operators shall be qualified for each piece of construction equipment they intend to operate. Documentation of specific training is the responsibility of the Subcontractor.
  - i. Jobsite shall be policed daily for compliance to the above conditions.

- j. Subcontractor's employees and agents are prohibited from using drugs and alcohol on the Project property or being under the influence of alcohol or drugs while performing work on the Project. Anyone observed participating in or observed under the influence will be removed from the Project immediately and prohibited from returning, with no exceptions.
2. CONFORMANCE TO STANDARD MUSCO INSTALLATION GUIDELINES.
    - a. Review and understand installation instructions are provided with every product installation.
    - b. Education of installation personnel to allow for highest efficiency and lowest possibility of failure.
    - c. Verify that components have been assembled per Musco installation instructions.
    - d. Verify plumb of concrete foundations prior to standing of poles.
  3. PROVIDING A QUALITY INSTALLATION TEAM.
    - a. Subcontractor's work directly reflects the quality of the installation and may indirectly relate to the quality of the product upon which Musco's reputation is built.
    - b. Provide and maintain quality installation equipment. Records of maintenance and/or calibration shall be provided upon request.
    - c. Personnel shall be knowledgeable in operation of equipment as well as installation of Musco product.
    - d. All personnel provided by Subcontractor shall understand the relationship developed by and between Subcontractor and Musco, also by and between Musco and the customer, and act accordingly.

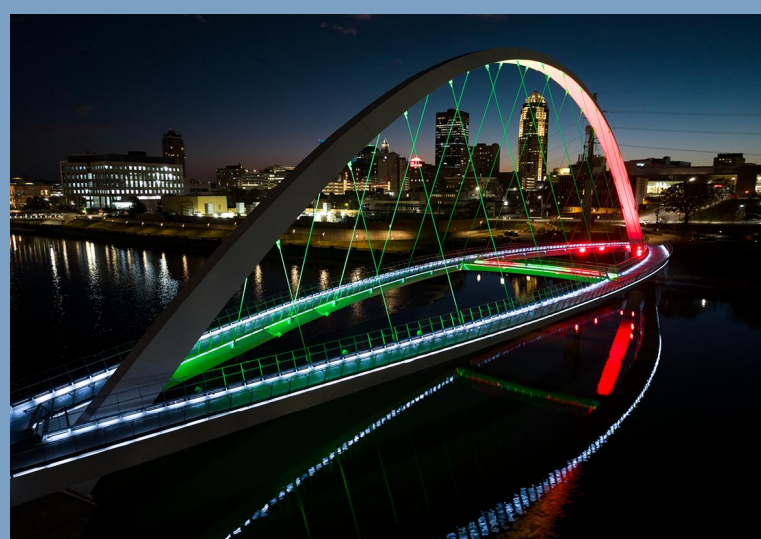




Sports Illustrated Stadium, Harrison, New Jersey, USA



UBS Arena, Elmont, New York, USA



Iowa Women of Achievement Bridge, Des Moines, Iowa, USA



Tottenham Hotspur FC Training Ground, Tottenham, London, UK

## Hobbs High School Tennis Relight

Hobbs, NM



Sales Representative: Tanner DeKock · Designed By: Ethan Banks · Design No.: 247918A · September 17, 2025

# Hobbs High School Tennis Relight

Hobbs, NM

## LIGHTING SYSTEM

Structure/Fixture Summary						
Structure ID	Structure Height	Fixt. Attachment Ht.	Fixture Qty	Fixture Type	Load	Circuit
T1-T16	35'	35'	2	TLC-LED-550	1.08 kW	A
T17-T26	24'	24'	1	LSI ZNL	0.65 kW	B
T27-T28	24'	24'	2	LSI ZNL	1.04 kW	B
T29-T38	24'	24'	1	LSI ZNL	0.65 kW	C
T39-T40	24'	24'	2	LSI ZNL	1.04 kW	C
<b>40</b>			<b>60</b>		<b>34.38 kW</b>	

Circuit Summary			
Circuit	Description	Load	Fixture Qty
A	Tennis 1-7	17.28 kW	32
B	Tennis 8-10	8.55 kW	14
C	Tennis 11-13	8.55 kW	14

Fixture Type Summary								
Type	Circuit	Source	Wattage	Lumens	L90	L80	L70	Quantity
LSI ZNL	B	LED 5000K - 70 CRI	518W	67,336	--	--	--	4
LSI ZNL	B	LED 5000K - 70 CRI	648W	77,488	--	--	--	10
LSI ZNL	C	LED 5000K - 70 CRI	518W	67,336	--	--	--	4
LSI ZNL	C	LED 5000K - 70 CRI	648W	77,488	--	--	--	10
TLC-LED-550	A	LED 5700K - 75 CRI	540W	67,000	>120,000	>120,000	>120,000	32

Single Fixture Amperage Draw Chart								
Driver Specifications (.90 min power factor)		Line Amperage Per Fixture (max draw)						
Single Phase Voltage		208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-550		-	-	-	-	-	-	-
LSI ZNL		-	-	-	-	-	-	-

## Light Level Summary

Calculation Grid Summary								
Grid Name	Calculation Metric	Illumination Ave					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Grid	Horizontal	0.00	0	0	-	-	A,B,C	60
Project Spill @ 3ft.	Horizontal Illuminance	0.0193	0.01	0.05	8.990	3.693	A,B,C	60
Project Spill @ 3ft.	Max Vert Illuminance (by Light Bank)	0.2319	0.10	0.46	4.791	2.398	A,B,C	60
Project Spill @ 5ft.	Max Candela Metric	1368.4033	1098.30	1570.04	1.430	1.246	A,B,C	60
Tennis 1-7	Horizontal Illuminance	50.07	36	65	1.81	1.39	A	32
Tennis 11-13	Horizontal Illuminance	51.94	33	67	2.02	1.56	C	14
Tennis 8-10	Horizontal Illuminance	52.08	33	67	2.02	1.56	B	14

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

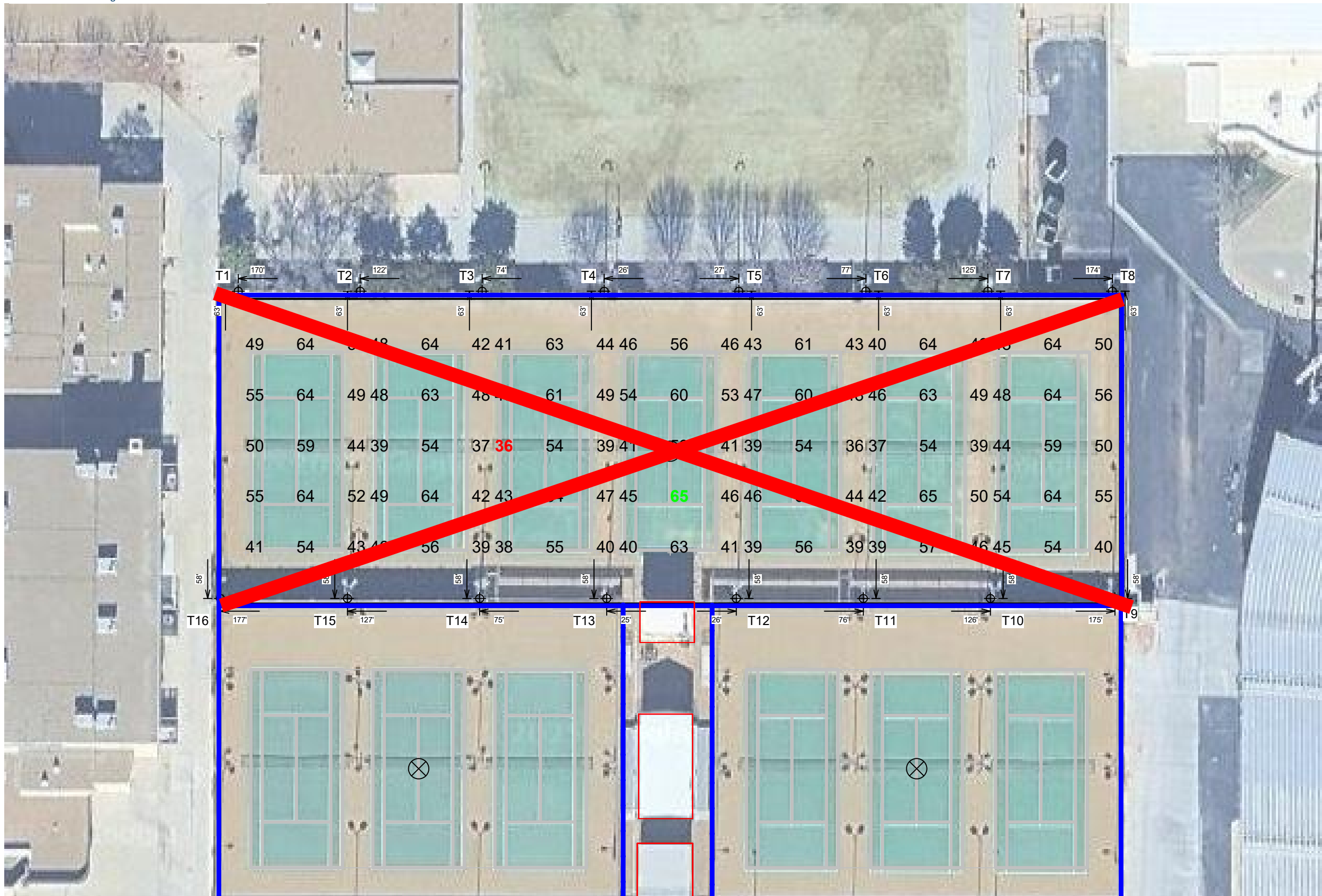
**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



**Equipment List For Areas Shown**

Structure				Fixtures				
QTY	STRUCTURE ID	SIZE	GRADE ELEVATION	ABOVE FIELD LEVEL	FIXTURE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
16	T1-T16	35'	-	35'	TLC-LED-550	2	2	0
16	Totals					32	32	0

Above Field Level is height of fixtures above area shown



**Hobbs High School Tennis Relight**

Hobbs, NM

Grid Summary	
Name:	Tennis 1-7
Size:	7 Court - 13' Spacing
Spacing:	20.0' x 20.0'
Height:	3.0' above grade

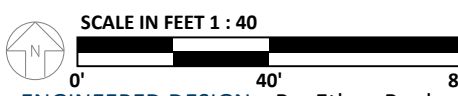
Illumination Summary	
MAINTAINED HORIZONTAL FOOTCANDLES	
Entire Grid	
Scan Average:	50.07
Maximum:	65
Minimum:	36
Avg/Min:	1.39
Max/Min:	1.81
UG (adjacent pts):	0.00
CU:	0.98
No. of Points:	105
FIXTURE INFORMATION	
Applied Circuits:	A
No. of Fixtures:	32
Total Load:	17.28 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



**Equipment List For Areas Shown**

Structure				Fixtures				
QTY	STRUCTURE ID	SIZE	GRADE ELEVATION	ABOVE FIELD LEVEL	FIXTURE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
10	T17-T26	24'	-	24'	LSI ZNL	1	1	0
2	T27-T28	24'	-	24'	LSI ZNL	1/1*	2	0
<b>Totals</b>						<b>14</b>	<b>14</b>	<b>0</b>

Above Field Level is height of fixtures above area shown  
 \*This structure utilizes a back-to-back mounting configuration



**Hobbs High School Tennis Relight**

Hobbs, NM

Grid Summary	
<b>Name:</b>	Tennis 8-10
<b>Size:</b>	3 Court - 12' Spacing
<b>Spacing:</b>	20.0' x 20.0'
<b>Height:</b>	3.0' above grade

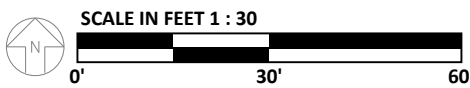
Illumination Summary	
	MAINTAINED HORIZONTAL FOOTCANDLES
<b>Scan Average:</b>	52.08
Maximum:	67
Minimum:	33
Avg/Min:	1.56
<b>Max/Min:</b>	2.02
UG (adjacent pts):	0.00
CU:	0.90
No. of Points:	45
<b>FIXTURE INFORMATION</b>	
Applied Circuits:	B
<b>No. of Fixtures:</b>	14
Total Load:	8.55 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



Equipment List For Areas Shown								
Structure				Fixtures				
QTY	STRUCTURE ID	SIZE	GRADE ELEVATION	ABOVE FIELD LEVEL	FIXTURE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
10	T29-T38	24'	-	24'	LSI ZNL	1	1	0
2	T39-T40	24'	-	24'	LSI ZNL	1/1*	2	0
12	Totals					14	14	0

Above Field Level is height of fixtures above area shown  
 \*This structure utilizes a back-to-back mounting configuration



## Hobbs High School Tennis Relight

Hobbs, NM

Grid Summary	
Name:	Tennis 11-13
Size:	3 Court - 13' Spacing
Spacing:	20.0' x 20.0'
Height:	3.0' above grade

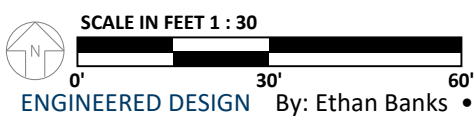
Illumination Summary	
MAINTAINED HORIZONTAL FOOTCANDLES	
Scan Average:	51.94
Maximum:	67
Minimum:	33
Avg/Min:	1.56
Max/Min:	2.02
UG (adjacent pts):	0.00
CU:	0.90
No. of Points:	45
<b>FIXTURE INFORMATION</b>	
Applied Circuits:	C
No. of Fixtures:	14
Total Load:	8.55 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

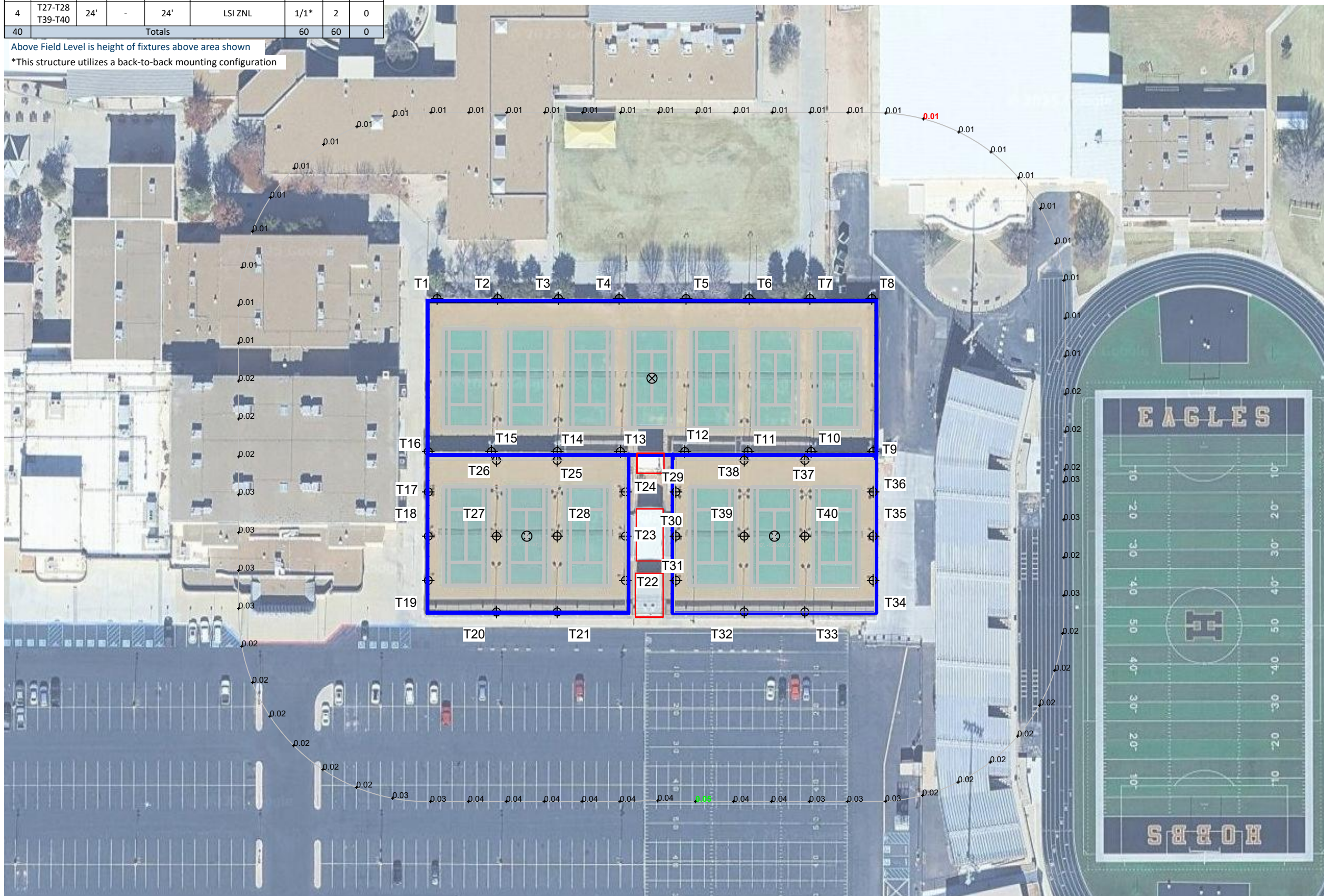


Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



Equipment List For Areas Shown								
Structure				Fixtures				
QTY	STRUCTURE ID	SIZE	GRADE ELEVATION	ABOVE FIELD LEVEL	FIXTURE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
16	T1-T16	35'	-	35'	TLC-LED-550	2	2	0
20	T17-T26 T29-T38	24'	-	24'	LSI ZNL	1	1	0
4	T27-T28 T39-T40	24'	-	24'	LSI ZNL	1/1*	2	0
Totals						60	60	0

Above Field Level is height of fixtures above area shown  
 \*This structure utilizes a back-to-back mounting configuration



## Hobbs High School Tennis Relight

Hobbs, NM

Grid Summary	
Name:	Project Spill @ 3ft.
Spacing:	30.0'
Height:	3.0' above grade

Illumination Summary	
	INITIAL HORIZONTAL FOOTCANDLES
Scan Average:	0.0193
Maximum:	0.05
Minimum:	0.01
CU:	0.00
No. of Points:	72
<b>FIXTURE INFORMATION</b>	
Applied Circuits:	A,B,C
No. of Fixtures:	60
Total Load:	34.38 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 80  
 0' 80' 160'  
 ENGINEERED DESIGN By: Ethan Banks • File #247918A • 17-Sep-25

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



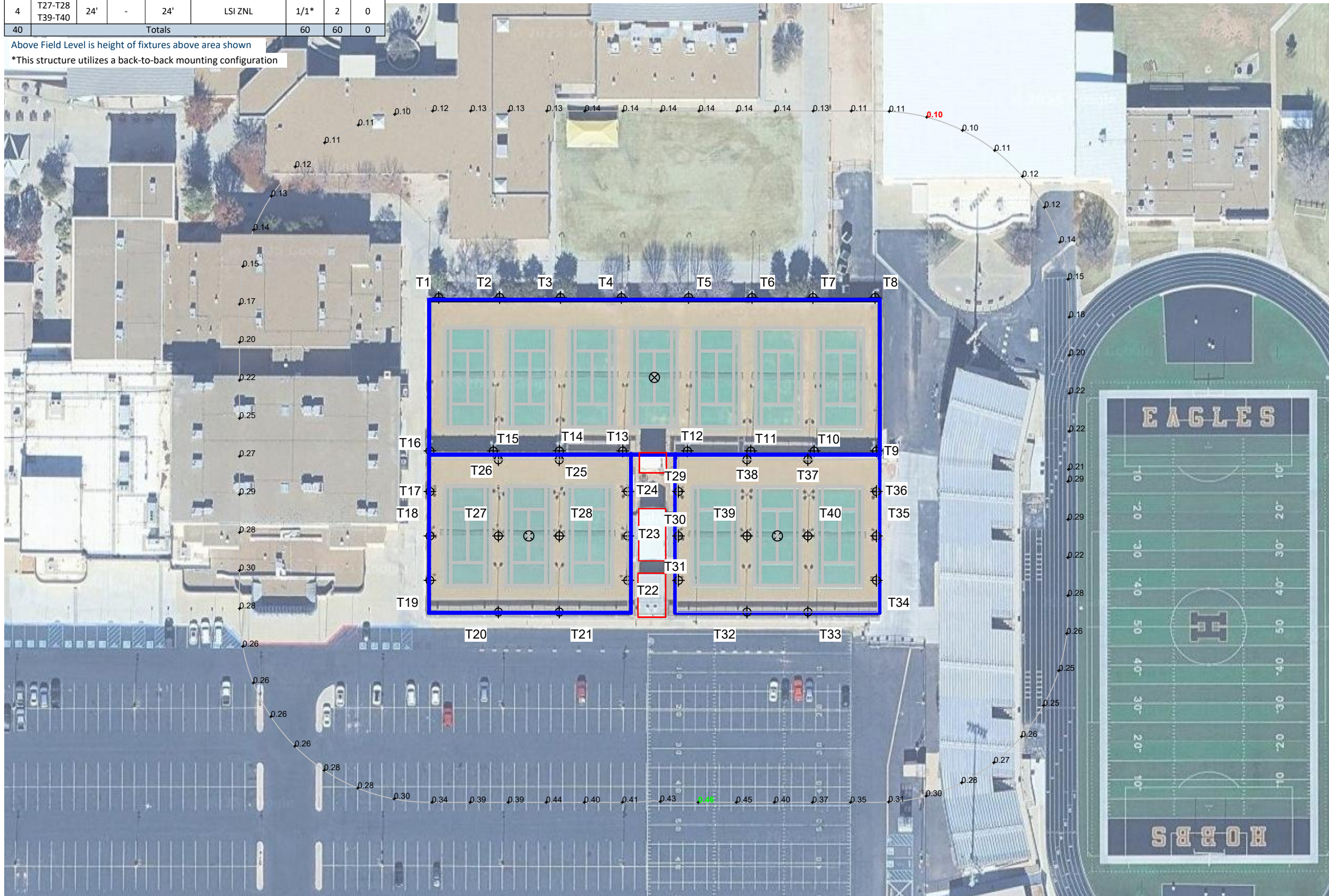
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## ILLUMINATION SUMMARY

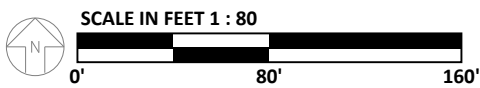
**Equipment List For Areas Shown**

Structure				Fixtures				
QTY	STRUCTURE ID	SIZE	GRADE ELEVATION	ABOVE FIELD LEVEL	FIXTURE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
16	T1-T16	35'	-	35'	TLC-LED-550	2	2	0
20	T17-T26 T29-T38	24'	-	24'	LSI ZNL	1	1	0
4	T27-T28 T39-T40	24'	-	24'	LSI ZNL	1/1*	2	0
Totals						60	60	0

Above Field Level is height of fixtures above area shown  
 \*This structure utilizes a back-to-back mounting configuration



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



**Hobbs High School Tennis Relight**

Hobbs, NM

Grid Summary	
Name:	Project Spill @ 3ft.
Spacing:	30.0'
Height:	3.0' above grade

Illumination Summary	
	INITIAL MAX VERTICAL FOOTCANDLES
Scan Average:	0.2319
Maximum:	0.46
Minimum:	0.10
CU:	0.00
No. of Points:	72
<b>FIXTURE INFORMATION</b>	
Applied Circuits:	A,B,C
No. of Fixtures:	60
Total Load:	34.38 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

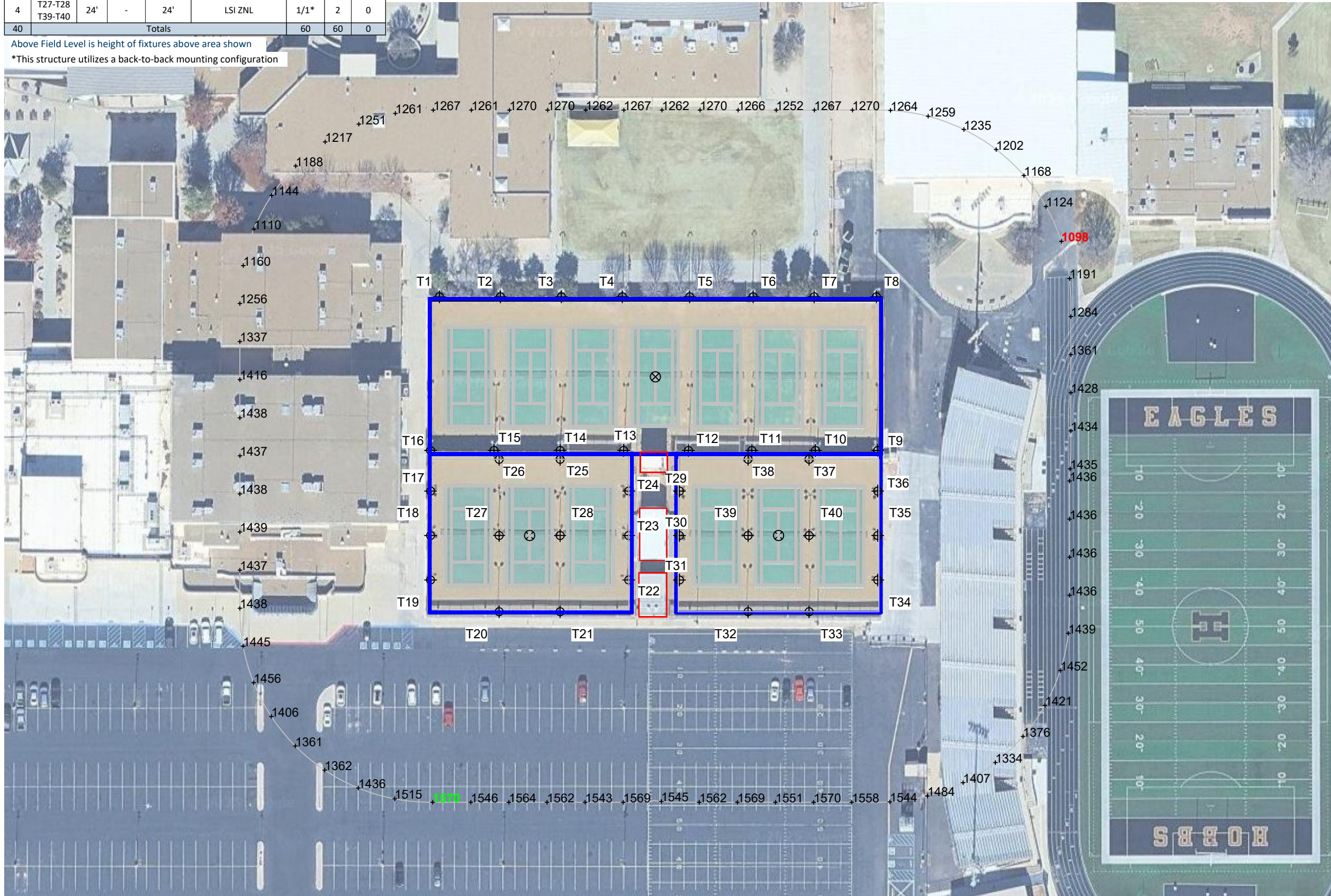
**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



**Equipment List For Areas Shown**

QTY	Structure			Fixtures				
	STRUCTURE ID	SIZE	GRADE ELEVATION	ABOVE FIELD LEVEL	FIXTURE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
16	T1-T16	35'	-	35'	TLC-LED-550	2	2	0
20	T17-T26 T29-T38	24'	-	24'	LSI ZNL	1	1	0
4	T27-T28 T39-T40	24'	-	24'	LSI ZNL	1/1*	2	0
40	Totals					60	60	0

Above Field Level is height of fixtures above area shown  
 \*This structure utilizes a back-to-back mounting configuration



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

SCALE IN FEET 1 : 80  
 0' 80' 160'  
 ENGINEERED DESIGN By: Ethan Banks • File #247918A • 17-Sep-25

**Hobbs High School Tennis Relight**

Hobbs, NM

Grid Summary	
Name:	Project Spill @ 5ft.
Spacing:	30.0'
Height:	5.0' above grade

Illumination Summary	
	INITIAL CANDELA (PER FIXTURE)
Scan Average:	1368.4033
Maximum:	1570.04
Minimum:	1098.30
CU:	0.00
No. of Points:	72
<b>FIXTURE INFORMATION</b>	
Applied Circuits:	A,B,C
No. of Fixtures:	60
Total Load:	34.38 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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**ILLUMINATION SUMMARY**

# Hobbs High School Tennis Relight

Hobbs, NM

## Equipment Layout

### INCLUDES:

- Grid
- Tennis 11-13
- Tennis 1-7
- Tennis 8-10

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

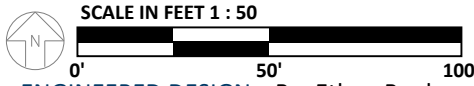
## Equipment List For Areas Shown

QTY	Structure			Fixtures		
	STRUCTURE ID	SIZE	GLOBAL ELEVATION	ABOVE GLOBAL LEVEL	FIXTURE TYPE	QTY/POLE
16	T1-T16	35'	-	35'	TLC-LED-550	2
20	T17-T26 T29-T38	24'	-	24'	LSI ZNL	1
4	T27-T28 T39-T40	24'	-	24'	LSI ZNL	1/1*
40	Totals					60

\*This structure utilizes a back-to-back mounting configuration  
Above Global Level is height of fixtures above design (0,0,0)

## Single Fixture Amperage Draw Chart

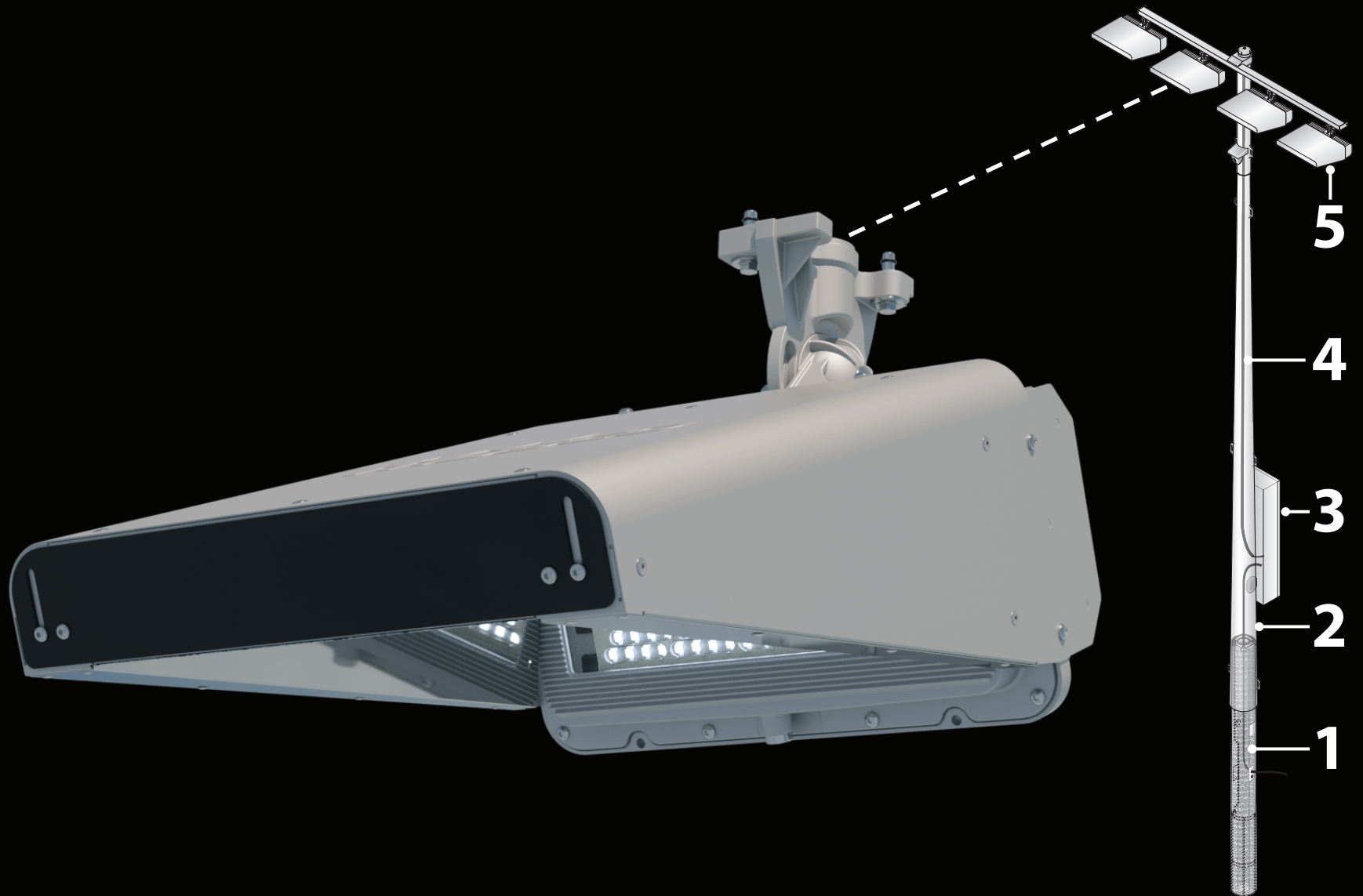
Driver Specifications (.90 min power factor)	Line Amperage Per Fixture (max draw)						
	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-550	-	-	-	-	-	-	-
LSI ZNL	-	-	-	-	-	-	-



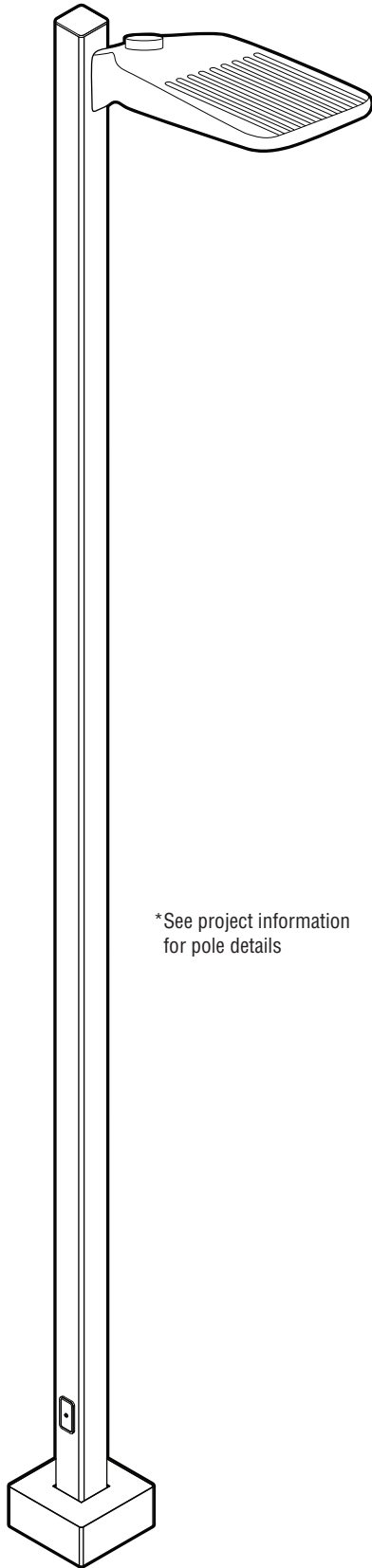
Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



# Total Light Control™ – TLC-LED-550 Luminaire



**Light-Structure System™**  
**5 Easy Pieces™**



\*See project information  
for pole details

## Luminaire Data

Manufacturer ..... LSI Lighting  
 Material and finish<sup>1</sup> ..... Die-cast aluminum with powder-coat finish  
 Weight (luminaire) ..... 60 lb (27.2 kg)

## Regulatory and Voluntary Qualifications

Listing ..... UL 1598 and UL 8750  
 Environment ..... Suitable for wet locations  
 Ingress Protection ..... IP66  
 Dark Sky compliant ..... with 3000 K color temperature  
 Buy American Act ..... meets requirements

## Photometric Characteristics

Lumen maintenance factor<sup>2</sup>

25k hours <sup>3</sup> .....	1.00
50k hours <sup>3</sup> .....	0.97
75k hours <sup>3</sup> .....	0.94
100k hours <sup>3</sup> .....	0.92

Typical Lumens<sup>4</sup> ..... 50,000 – 78,000

Available Color Temperature and CRI

5000 K .....	70 CRI
4000 K .....	70 CRI
3000 K .....	70 CRI

### Footnotes:

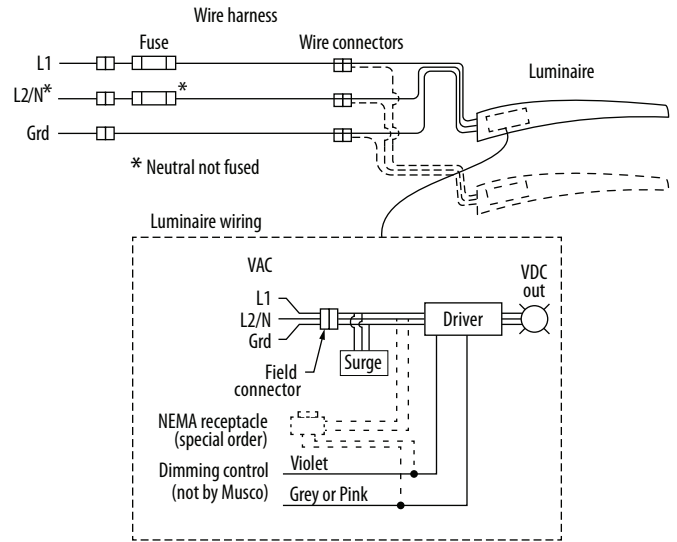
- 1) Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling. Finishes include black, dark bronze, graphite, metallic silver, platinum plus, green, and white.
- 2) Lumen maintenance values at 25°C ambient temperature are calculated per TM-21 based on LM-80 data and in-situ luminaire testing.
- 3) Values are represented as projected values within six times limit of tested hours per IES TM-21-11.
- 4) Lumens may vary based on backlight shield, beam spread, color temperature, and wattage.

# Datasheet: Zone Large Luminaire (ZNL)

## Electrical Data

Rated wattage per luminaire ..... 375 W – 648 W  
 Input voltage ..... 120 – 277 V or 347 – 480 V, 50/60 Hz  
 Power factor at full load ..... >0.9  
 Total Harmonic Distortion at full load ..... <20%  
 Operating temperature range<sup>1</sup>.....  
     50 L and 60 L: -40°F – 122°F (-40°C – 50°C)  
     65 L and 78 L: -40°F – 104°F (-40°C – 40°C)  
 Dimming mode<sup>2</sup> ..... 0 – 10 V dimming to 10%  
 Photocell control<sup>3</sup> ..... optional, special order

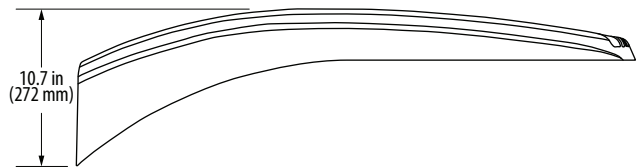
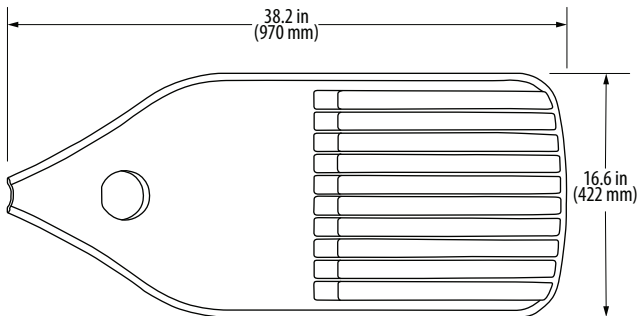
## Typical Wiring



Max operating current <sup>4</sup>	Wattage	120 Vac	208 Vac	240 Vac	277 Vac	347 Vac	480 Vac
<b>50L</b>	375	3.13 A	1.80 A	1.56 A	1.35 A	1.08 A	0.78 A
<b>60L</b>	448	3.73 A	2.15 A	1.87 A	1.62 A	1.29 A	0.93 A
<b>65L</b>	518	4.32 A	2.49 A	2.16 A	1.87 A	1.49 A	1.08 A
<b>78L</b>	648	5.40 A	3.12 A	2.70 A	2.34 A	1.87 A	1.35 A

### Footnotes:

- 1) Temperature can vary by lumen package.
- 2) Dimming controls available. Contact Musco representative for options.
- 3) 7-pin ANSI C136.41-2013 control receptacle option available for twist lock photocontrols (by others) or wireless control modules (by others).
- 4) Operating current based on 25°C ambient temperature at full load. Actual wattage may differ by +/- 10%. Contact Musco engineering for amperes if operating in different conditions.





**CITY OF HOBBS**  
STAFF SUMMARY FORM

MEETING DATE:  
**March 16, 2026**

**SUBJECT:** Consideration of Approval to Purchase Replacement Parts for the Wastewater Reclamation Facility Aerobic Digester Jet Aeration Pumps from Phoenix Pumps, Inc., in the Amount of \$147,813.80

**DEPT OF ORIGIN:** Utilities

**DATE SUBMITTED:** 3/3/2026

**SUBMITTED BY:** Bill Griffin, WWRF Superintendent

**Summary:**

The City of Hobbs WWRF utilizes four (4), 75hp, sixteen (16) inch jet motive pumps in the aerobic digestion process for the stabilization of sewage sludge biosolids. These four pumps are critical to the proper functioning of this system in order to minimize odors and meet our NMED Discharge Permit requirements. These pumps run twenty-four hrs per day and all year; thereby experiencing wear at a rate proportional to the hours of runtime. These pumps also have parts made of wear-resistant materials to help mitigate this issue, are currently six (6) years old, and wearable items are needing to be replaced to maintain proper performance. This qualifies as an exemption per City of Hobbs Procurement Ordinance 3.20.035.

**Fiscal Impact:**

\$147,813.80 ( NMGRT exempt)

The purchase of these parts is fully funded through the Utilities 2025-2026 FY Enterprise Fund 63-4375-42215.

**Attachments:**

2026 Jet pump parts

**Recommendation:**

Approve the purchase of repair parts for the WWRF Jet Aeration Pumps.

**Approved By:**

Bill Griffin, WWRF Superintendent	03/03/2026
Toby Spears, Finance Director	03/05/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	03/05/2026
Manny Gomez, City Manager	03/05/2026

# CITY OF HOBBS REQUISITION/QUOTE FORM

(Purchase \$20,000.00+ SPD, GSA & Quote Contract)

TO: CPO

FROM: Utilities Dept.

DATE: 3/3/2026

VENDOR NAME: Phoenix Pumps, Inc 2)  3)

5100 S. 36th Street

ADDRESS: Phoenix, AZ 85040

PHONE NUMBER: 602-232-2994

FAX NUMBER: 602-232-2995

Email: tashworth@phoenixpumps.com

QTY	DESCRIPTION ITEM(S) SERVICE TO BE PURCHASED	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Replacement and spare parts for four (4) 16 inch jet motive pumps replace failing	\$147,813.80	\$147,813.80		\$0.00		\$0.00
	wearable and consumable parts on aerobic digester jet aeration pumps.		\$0.00		\$0.00		\$0.00
			\$0.00		\$0.00		\$0.00
			\$0.00		\$0.00		\$0.00
	These parts are only available from the OEM pump representative and these pumps		\$0.00		\$0.00		\$0.00
	are critical to the operation of the WWRF Aerobic Digester enabling us to properly		\$0.00		\$0.00		\$0.00
	treat and stabilize biosolids sludge to prevent nuisance odors and maintain the		\$0.00		\$0.00		\$0.00
	quality of life for the WWRF neighbors. Therefore these parts meet the exemption		\$0.00		\$0.00		\$0.00
	requirements of 3.020.035 relating to Critical Equipment.		\$0.00		\$0.00		\$0.00
			\$0.00		\$0.00		\$0.00

TAX: N/A

TOTAL AMOUNT: \$147,813.80

DELIVERY DATE: 2-28 weeks upon rec. of PO.

Shipping: To be added to invoice

CIRCLE ONE: STATE CONTRACT / GSA CONTRACT / QUOTE      CONTRACT/QUOTE NO.: 1080652      EXPIRATION DATE: 03/26/26

SPD or GSA contracts should be attached or on file in CPO, GSA contracts must have a letter from the contractor indicating a willingness to extend pricing, and all terms to the City of Hobbs.

AWARD TO: Phoenix Pumps, Inc      POINT OF CONTACT: Theresa Ashworth      (If it is a new vendor make sure address is on this form)

If lowest price is not recommended, please state why (subject to approval by CPO): Equipment meets 3.20.035

Account No.: 63-4375-42215      Prepared By: Robert Janousek      Deptment Approval: 



# QUOTATION

Number	1080652
Date	2/24/2026
Account	48115
Contact	Bill Griffin
Phone	575-263-3412
Email	bgriffin@hobbsnm.org
Page	1 of 2
Cust PO Number	
Field Specialist	To Be Assigned

Bill To Address	Ship To Address	Description / Location
City of Hobbs 200 E Broadway St Hobbs , NM 88240 USA	City of Hobbs 200 E Broadway St Hobbs , NM 88240 USA	ITT Goulds

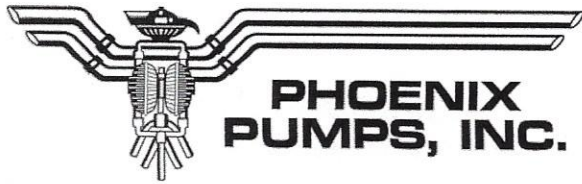
**Application Description**  
 Replacement parts for your existing pump model 3180 XL, serial number N213H858

Item ID	Description	Qty	Price EA	Ext Price	LeadTime*
R805731821	ITT Goulds Pumps R8057 3 1821 Bearing, Ball Set SKF 7318 Becby (3420)	2	5,395.93	10,791.86	5 weeks + Transit
RD04859A2249	ITT Goulds Pumps RD04859A 2249 Shaft, Assembly (3180)	1	4,466.79	4,466.79	2 weeks + Transit
8601-3018	ITT Goulds 8601-3018 Bearing Locknut	2	120.00	240.00	2 weeks + Transit
A03190A04 2213	ITT Goulds A03190A04 2213 Impeller Key	2	165.85	331.70	2 weeks + Transit
C03244A 1000	ITT Goulds C03244A 1000 Bearing, Retainer CI	2	1,076.31	2,152.62	2 weeks + Transit
B02152A04 1216	ITT Goulds B02152A04 1216 Impeller Nut CD4MCU	4	808.08	3,232.32	2 weeks + Transit
A04951A331	ITT Goulds A04951A331 Labrinth Seal	4	1,025.54	4,102.16	2 weeks + Transit
707821765127	ITT Goulds Pumps 70782 176 5127 Gasket, Casing Arimid Fiber W/EPDM Rubber	4	269.08	1,076.32	2 weeks + Transit
A03189A045127	ITT Goulds Pumps A03189A04 5127 Gasket, Sideplate (3180)	4	101.54	406.16	2 weeks + Transit
8910-0018	ITT Goulds 8910-0018 Bearing Lockwasher	4	81.00	324.00	2 weeks + Transit
806017317	ITT Goulds 8060-17317 Roller Bearing	2	1,715.15	3,430.30	2weeks + Transit
C02495A152 6359	ITT Goulds Pumps C02495A152 6359 O-Ring, Sleeve	8	55.00	440.00	2 weeks + Transit
C02495A2705302	ITT Goulds Pumps C02495A2705302 O-Ring (Diffuser Stage Casing), Buna-N (3175)	4	72.55	290.20	2 weeks + Transit
C02495A2375304	ITT Goulds Pumps C02495A2375304 O-Rg AS568-237 (3196)	4	62.62	250.48	2 weeks + Transit
C02495A45 5304	ITT Goulds C02495A45 5304 O-Ring Viton	4	66.85	267.40	2 weeks + Transit
R180MKXL	ITT Goulds Pumps R180MKXL Kit, Maintenance XI (3180); Kit includes all case gaskets for XL group, bearing lockwasher, impeller O-ring, sleeve O-ring, bearing housing O-ring, and all labyrinth seal O-rings.	4	1,045.00	4,180.00	2 weeks + Transit

**Should you have any questions concerning this quote, please contact Theresa Ashworth at (602) 491-0951 or email [tashworth@phoenixpumps.com](mailto:tashworth@phoenixpumps.com).**

📍 5100 S. 36th Street, Phoenix, AZ 85040

☎ 602.232.2994 🏠 602.232.2995 🌐 [www.phoenixpumps.com](http://www.phoenixpumps.com)



# QUOTATION

Number	1080652
Date	2/24/2026
Account	48115
Contact	Bill Griffin
Phone	575-263-3412
Email	bgriffin@hobbsnm.org
Page	2 of 2
Cust PO Number	
Field Specialist	To Be Assigned

Item ID	Description	Qty	Price EA	Ext Price	LeadTime*
C03313A1226	ITT Goulds Pumps C03313A 1226 Shaft Sleeve; 316SS (3180 XL)	3	5,015.21	15,045.63	2-3 weeks + Transit
090775 70 1203	ITT Goulds 090775 70 1203 Impeller, 5V W/TFL O-Ring Open 316SS	2	27,232.86	54,465.72	28 weeks + Transit
C03450A04 1216	ITT Goulds C03450A04 1216 Side Plate Suction Slotted	2	21,160.07	42,320.14	20 weeks + Transit

<b>Sell Price:</b>	147,813.80
<b>Tax:</b>	0.00
<b>Freight Amt:</b>	
<b>Total Amount:</b>	<b>\$147,813.80</b>

Payment Terms	NET 30
Tax Status	NM-NEW MEXICO EXEMPT
FOB	FACTORY
Incoming	PREPAID & ADD
Outgoing	PREPAID & ADD
Ship Via	FedEx Ground

\*Product lead times are estimates only based on After Receipt of Order. Expedite services may be available upon request. Payments by credit card will be subject to a 3% surcharge on total order amount. Stock items are subject to prior sale. PPI is not responsible for delays due to conditions beyond our control. Due to the uncertainty of tariff enactment dates, this order could be impacted if it has not shipped from the factory. Tariffs could be added as a surcharge. Phoenix Pumps, Inc. Terms and Conditions apply.

**Quotes are valid for 30 days of the date of issue.**

Should you have any questions concerning this quote, please contact Theresa Ashworth at (602) 491-0951 or email [tashworth@phoenixpumps.com](mailto:tashworth@phoenixpumps.com).



**CITY OF HOBBS**  
STAFF SUMMARY FORM

MEETING DATE:  
**March 16, 2026**

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**SUBJECT:** Resolution No. 7742 - Authorizing the Mayor to Make Appointments to the City of Hobbs Advisory Boards

**DEPT OF ORIGIN:** City Manager

**DATE SUBMITTED:** 3/4/2026

**SUBMITTED BY:** Julie Nymeyer, Executive Assistant

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**Summary:**

A Resolution Authorizing the Mayor to make Appointments to the City of Hobbs Advisory Boards

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**Fiscal Impact:**

None

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**Attachments:**

Reso for Advisory Boards 3-16-26

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**Recommendation:**

Approve the Resolution

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**Approved By:**

Manny Gomez, City Manager	03/05/2026
Toby Spears, Finance Director	03/05/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	03/05/2026
Manny Gomez, City Manager	03/06/2026

CITY OF HOBBS

RESOLUTION NO. 7742

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

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

**CEMETERY BOARD** (Two-year terms expiring March 31, 2028)

Sue Sedillo – re-appoint  
Dennis Shearer – re-appoint

**LIBRARY BOARD** (Two-year terms expiring March 31, 2028)

Guy Williams – re-appoint  
Carolina Greene – re-appoint

**PLANNING BOARD** (Two-year terms expiring March 31, 2028)

Tres Hicks – re-appoint  
Bill Ramirez – re-appoint  
Brett Drennan – re-appoint  
Ben Donahue – re-appoint

**UTILITIES BOARD** (Two-year terms expiring March 31, 2028)

Benny Choice – re-appoint  
Debra Hicks – re-appoint  
Josh Grassham – re-appoint

**VETERANS BOARD** (Two-year terms expiring March 31, 2028)

Angela Courter – re-appoint  
Ramon Cruz – re-appoint  
Mark Bowman – re-appoint

**LODGERS' TAX BOARD** (Three-year terms expiring January 1, 2029)

Lahcen Tigui – re-appoint  
Oscar Gonzalez – re-appoint  
Kenneth Goetz is appointed to fill a vacancy for Terry Sowell  
(expiring January 1, 2028)

PASSED, ADOPTED AND APPROVED this 16th day of March, 2026.

\_\_\_\_\_  
JONATHAN SENA, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk



**CITY OF HOBBS**  
STAFF SUMMARY FORM

MEETING DATE:  
**March 16, 2026**

**SUBJECT:** Consideration of Approval of Change Order Number One with Entrench Inc., for the Joe Harvey Trunk Line F Emergency Replacement Project.

**DEPT OF ORIGIN:** Engineering

**DATE SUBMITTED:** 3/5/2026

**SUBMITTED BY:** Anthony Henry, City Engineer

**Summary:**

On February 1, 2026, during routine maintenance, the Utilities Department discovered a partial collapse of Trunk Line F on the south side of Joe Harvey Blvd., in front of 1101 W. Joe Harvey Blvd. To maintain service, Utility staff immediately installed a temporary by-pass pump and a fast line with associated traffic control.

On February 5, 2026, emergency procurement procedures were initiated to begin repairs. City staff contracted Entrench Inc. to perform the repair and installation. Initial estimates projected labor and material costs around \$147,269.38. However, once construction began, additional materials and work were necessary to meet City standards and complete the project. The revised estimate now exceeds the original estimate, requiring Commission approval for the emergency repair.

**Fiscal Impact:**

Budget Line:	62-4062-44901-00097	Sewer Line Replacement Fund
Budget Available:	\$8,773,885.74	
Original T&M Estimate:	\$147,269.38	Purchase Order No. 22603749 (including NMGRT)
Change Order No. 1:	\$53,281.25	(including NMGRT)
Total w/ Change Order No. 1:	\$200,550.63	(including NMGRT)

**Attachments:**

CO1- Entrench Inc

**Recommendation:**

Consideration and approval of emergency purchase and change order no. 1 with Entrench Inc. for the replacement of Trunk Line F on Joe Harvey Blvd.

**Approved By:**

Anthony Henry, City Engineer	03/05/2026
Toby Spears, Finance Director	03/05/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	03/05/2026
Manny Gomez, City Manager	03/05/2026



GC Name City of Hobbs Project name Joe Harvey Blvd - Change Order #1  
 Date 3/4/2026 Location Hobbs, NM

**Expose and secure collapsing sewer line**

Material	Quantity	Description	Unit	Rate	Total
	434	Haul Base Course Material	SY	25.00	10,850.00
					0.00
					0.00
					0.00
<b>Material Total</b>					<b>\$10,850.00</b>

Labor	Position/Title	Qty	Rate (includes Labor/Burden/Fringes)			Total
			Hours/days	Rate	Amount	
	L. Moreno- Proj. Mgr	1	80	125.00	10,000.00	10,000.00
	F. Castorena - Site Superintendent	1	80	75.00	6,000.00	6,000.00
	R. Garcia - Equip. Operator	1	80	55.00	4,400.00	4,400.00
<b>Labor Total</b>					<b>\$20,400.00</b>	

Equipment	Description (Type/Model)	Unit	Rates			Total
			Hour/days	Rate	Amount	
	Trackhoe	9	30	175.00	5,250.00	5,250.00
	Backhoe	26	30	150.00	4,500.00	4,500.00
	Front End Loader	7	30	125.00	3,750.00	3,750.00
	Large Sheeps foot compactor	11	30	125.00	3,750.00	3,750.00
	Hand Compactor	33	30	50.00	1,500.00	1,500.00
<b>Equipment Total</b>					<b>\$18,750.00</b>	

<b>Material - Labor - Equipment - Sub- Contractor Total</b>		<b>\$50,000.00</b>
Overhead & Profit	15%	
Sub-Total		<b>\$50,000.00</b>
State/Local Sales Tax	6.5625%	<b>\$3,281.25</b>
<b>Amount of Change</b>		<b>\$53,281.25</b>

\_\_\_\_\_  
Signature - Entrench Inc.

\_\_\_\_\_  
Signature -



**CITY OF HOBBS**  
STAFF SUMMARY FORM

MEETING DATE:  
**March 16, 2026**

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**SUBJECT:** Resolution No. 7743 - Approving Submission of an Application for Congressional Directed Spending and Community Project Funding

**DEPT OF ORIGIN:** Fire

**DATE SUBMITTED:** 3/5/2026

**SUBMITTED BY:** Mark Doporto, Fire Chief

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**Summary:**

The City of Hobbs Fire Department is eligible to participate in the Congressional Directed Spending and Community Project Funding. The grant will award a single applicant an amount not to exceed the maximum amount allowed for a specific category as identified by the department.

The Hobbs Fire Department wishes to utilize this grant application to obtain funds to go towards the purchase of a Type 1 ambulance.

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**Fiscal Impact:**

There is no match required for this grant.

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**Attachments:**

Reso for CDS community project funding

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**Recommendation:**

Approval to apply for Congressional Directed Spending and Community Project Funding

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**Approved By:**

Mark Doporto, Fire Chief	03/05/2026
Toby Spears, Finance Director	03/05/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	03/05/2026
Manny Gomez, City Manager	03/06/2026

CITY OF HOBBS

RESOLUTION NO. 7743

A RESOLUTION APPROVING  
THE SUBMISSION OF AN APPLICATION FOR  
CONGRESSIONAL DIRECTED SPENDING AND COMMUNITY PROJECT FUNDING

WHEREAS, the City of Hobbs Fire Department is eligible to participate in the Congressional Directed Spending and Community Project Funding and

WHEREAS, the grant will provide financial assistance with the purchase of a Type 1 ambulance; and

WHEREAS, the total amount of the grant is \$400,000, with no match required;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to execute on behalf of the City of Hobbs this Resolution approving the submission of an application for Congressional Directed Spending and Community Project Funding

PASSED, APPROVED AND ADOPTED this 16<sup>th</sup> day of March, 2026.

\_\_\_\_\_  
JONATHAN SENA, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk



**CITY OF HOBBS**  
STAFF SUMMARY FORM

MEETING DATE:  
**March 16, 2026**

**SUBJECT:** Resolution No. 7744 - Authorizing the Mayor or City Manager to Execute Documents Necessary to Implement a Memorandum of Agreement Between the City of Hobbs and New Mexico Junior College Related to the Purchase and Transfer of Certain City Property

**DEPT OF ORIGIN:** Legal

**DATE SUBMITTED:** 3/11/2026

**SUBMITTED BY:** Medjine Desrosiers-Douyon, Deputy City Attorney

**Summary:**

The City Commission is asked to approve a resolution authorizing the Mayor or City Manager to execute documents necessary to implement a Memorandum of Agreement between the City of Hobbs and the New Mexico Junior College (NMJC) regarding City-owned property located along North Lovington Highway. The agreement allows NMJC to maintain and utilize the existing buildings and improvements while the parties work toward a proposed land exchange or purchase of the property. Implementation of the agreement may require additional documents, including a partial termination of an existing lease and other instruments necessary to facilitate the transfer of the property. Approval of this resolution authorizes City administration to execute such documents in furtherance of the transaction.

**Fiscal Impact:**

Future lease proceeds or land sale proceeds will be recorded in the land acquisition fund

**Attachments:**

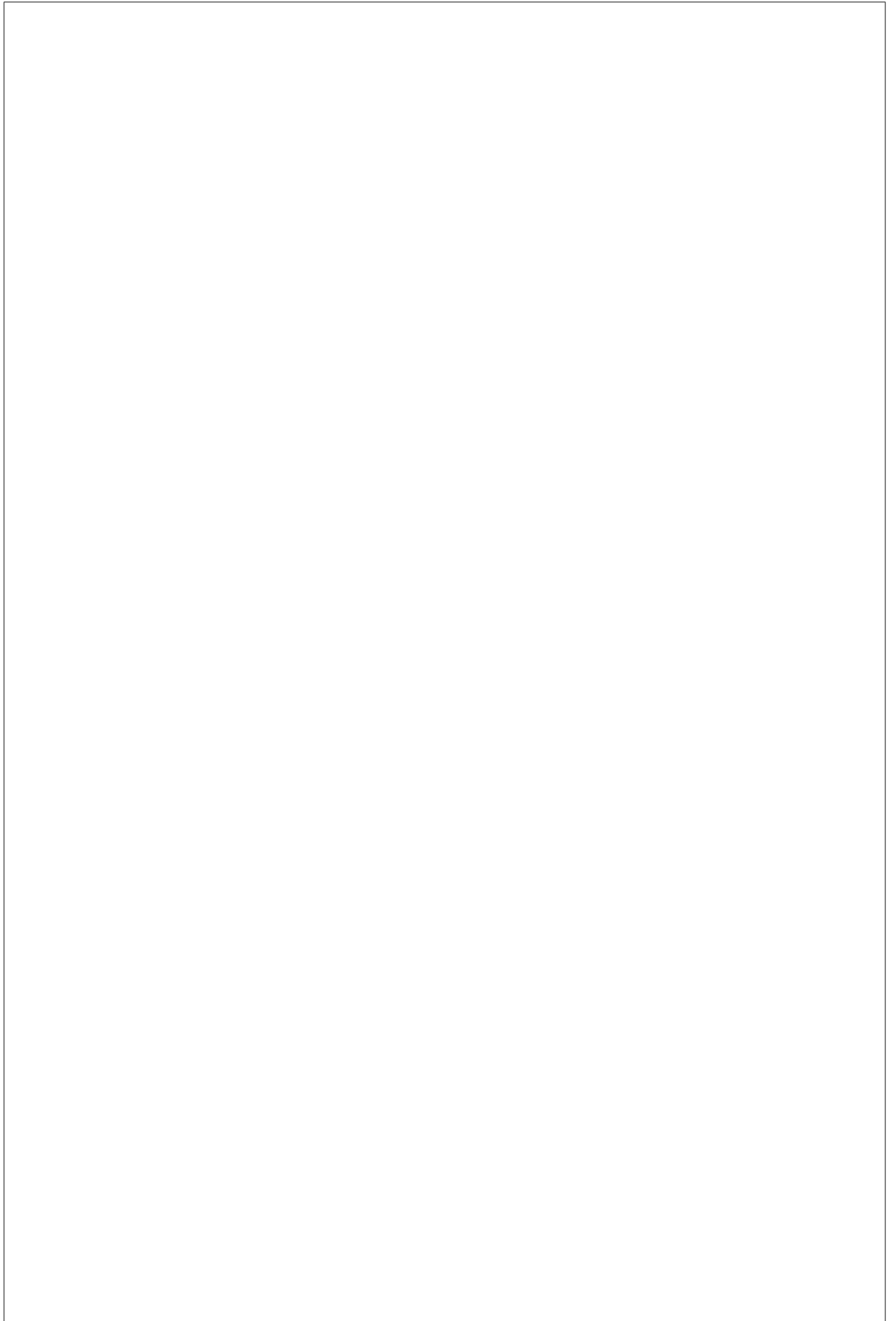
Resolution-Authorizing Mayor or CM to execute MOA with NMJC for sale or swap of city owned property  
CITY OF HOBBS and NMJC MOA  
Partial Termination of Lease

**Recommendation:**

Staff recommends that the Commission approve the resolution.

**Approved By:**

Medjine Desrosiers-Douyon, Deputy City Attorney	03/11/2026
Toby Spears, Finance Director	03/12/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	03/13/2026
Manny Gomez, City Manager	03/13/2026



CITY OF HOBBS

RESOLUTION NO. 7744

A RESOLUTION AUTHORIZING THE MAYOR OR CITY MANAGER TO EXECUTE DOCUMENTS NECESSARY TO IMPLEMENT A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF HOBBS AND NEW MEXICO JUNIOR COLLEGE RELATED TO THE PURCHASE AND TRANSFER OF CERTAIN CITY PROPERTY

WHEREAS, the City of Hobbs (“City”) owns certain real property located along North Lovington Highway in Hobbs, Lea County, New Mexico; and

WHEREAS, New Mexico Junior College (“NMJC”) has acquired the buildings and improvements located on the property and desires to obtain ownership of the underlying land from the City as part of a proposed land exchange or purchase transaction; and

WHEREAS, the City and NMJC have entered into a Memorandum of Agreement to allow NMJC to maintain and occupy the property while the parties negotiate and complete the proposed exchange and transfer of the property; and

WHEREAS, implementation of the Memorandum of Agreement and the contemplated transfer of the property may require the execution of additional documents, including but not limited to deeds, agreements, and the partial termination of an existing lease affecting the property; and

WHEREAS, the City Commission finds that authorizing the Mayor or City Manager to execute such documents is necessary to efficiently implement the Memorandum of Agreement and facilitate the potential transfer of the property to NMJC.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor or City Manager is hereby authorized to execute the Memorandum of Agreement between the City of Hobbs and the New Mexico Junior College and any additional documents necessary or appropriate to implement and support the agreement and the contemplated purchase or transfer of the City’s property.

PASSED, ADOPTED AND APPROVED this 16<sup>th</sup> day of March, 2026.

\_\_\_\_\_  
JONATHAN SENA, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (this “**Agreement**”) is dated March \_\_, 2026 (the “**Effective Date**”) between THE CITY OF HOBBS, NEW MEXICO (“**City**”) and NEW MEXICO JUNIOR COLLEGE (“**NMJC**”).

### RECITALS

A. City owns that certain real property located at \_\_\_\_\_ N. Lovington Highway, Hobbs, New Mexico (the “**Property**”). The Property is legally described on **Exhibit A** attached hereto.

B. NMJC has purchased the buildings and other improvements located on the Property from Covenant Hospital Hobbs.

C. NMJC and City desire to enter into a land exchange whereby certain property owned by NMJC will be transferred to City in exchange for the City transferring the Property to NMJC (“**Proposed Exchange**”).

D. Pending the negotiation and completion of the Proposed Exchange, City and NMJC desire to enter into this Agreement to allow NMJC to maintain the buildings and improvements on the Property.

NOW FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT

1. Recitals. The foregoing recitals are hereby incorporated herewith as if fully set forth herein.

2. Grant of Use and Occupancy. City grants NMJC the right to keep current buildings and improvements on the Property, and permits all related uses, including reasonable access. NMJC also has the authority to demolish any of its buildings or improvements on the Property. All such uses and occupancy hereinafter referred to as “**Use and Occupancy**”.

3. Term. The term of this Agreement shall commence on the Effective Date and continue until the earlier of: (i) December 31, 2031, (ii) NMJC acquires title to the Property from the City; or (iii) the mutual agreement of the Parties.

4. License Fee. NMJC shall pay to City a fee for the Use and Occupancy of the Property as provided herein in the amount of \$0.00 per month, for the length of the term.

5. Access. NMJC shall have the right to access and use the Property twenty four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

6. Compliance With Laws, Rules and Regulations. NMJC shall comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof regulating the use, occupancy or maintenance of the Property and NMJC shall be fully responsible for the cost of complying therewith. NMJC shall at all times keep and use the Property in compliance with all laws and regulations. NMJC shall obtain, at its sole cost and expense, any permits or licenses that are required in connection with NMJC's use or demolition of the Property.

7. Improvements. NMJC shall not make or perform any improvements, alterations, additions or betterments to the Property without City's prior written approval, which may be withheld in City's sole discretion. NMJC may demolish the buildings or improvements on the Property without the further consent of City.

8. Utilities. NMJC shall pay for all utilities associated with NMJC's use of the Property. NMJC shall not be required to pay any utilities associated with City's use of the Property, which include but is not limited to City's water well located on the Property.

9. Maintenance, Repairs, and Clean-up. NMJC hereby acknowledges that it has examined the Property and accepts the same "As-Is" and as being entirely satisfactory.

10. Insurance. NMJC shall, during the term, at its sole expense, maintain in full force a policy or policies of commercial general liability (CGL) insurance including contractual, on an occurrence basis, with coverage at least as broad as the most commonly available ISO Commercial General Liability policy CG 00 01, at least One Million Dollars (\$1,000,000) per occurrence limit, One Million Dollars (\$1,000,000) general aggregate limit. Such limits may be achieved through the use of umbrella liability insurance otherwise meeting the requirements of this Agreement. All policies of insurance required to be carried hereunder by NMJC shall be evidenced by an appropriate evidence of insurance (ACORD Form), and may not be canceled materially changed on less than thirty (30) days' prior written notice to City. City shall not be liable for any damage to or theft of any personalty that NMJC keeps on or in the Property, and NMJC expressly waives in advance any such potential liability.

11. No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between City and NMJC, or to impose any partnership obligation or liability upon them. No party to this Agreement shall have any right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind any other party.

12. Sovereign Immunity. City, NMJC and their public employees (as defined in the New Mexico Tort Claims Act) do not waive sovereign immunity, do not waive any

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

13. General.

(a) Headings. Titles to Sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

(b) Entire Agreement. This Agreement is the final and complete expression of City and NMJC relating in any manner to the use and occupancy of the Property and other matters set forth in this Agreement. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Agreement shall not be altered, modified or added to except in writing signed by both City and NMJC.

(c) Severability. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

(d) Notices. All notices under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, postage prepaid, to City and to NMJC at such addresses as may from time to time be designated by any such party in writing. Notices mailed as aforesaid shall be deemed given on the date of such mailing.

(f) Default and Termination. Any failure of NMJC to comply with the terms of this Agreement shall constitute a default and, in addition to all other rights and liabilities, shall entitle City to terminate this Agreement if not cured within ninety (90) days' written notice by City (unless a shorter period of time is specified elsewhere in this Agreement).

(g) Counterparts. This Agreement may be executed in counterparts, each of which, when combined, shall be deemed one single, binding agreement.

EXECUTED as of the Effective Date.

**CITY:** THE CITY OF HOBBS, NEW MEXICO

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**NMJC:**

NEW MEXICO JUNIOR COLLEGE

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

## PARTIAL TERMINATION OF LEASE

THIS PARTIAL TERMINATION OF LEASE ("Partial Termination") is made and entered into effective as of 12:00:01 a.m., local time, on \_\_\_\_\_, 2026 (the "Effective Time"), by and between THE CITY OF HOBBS, NEW MEXICO ("CITY") and ECONOMIC DEVELOPMENT CORPORATION OF LEA COUNTY, a New Mexico corporation ("EDC").

WITNESSETH:

WHEREAS, EDC (formerly Industrial Development Corporation of Lea County) leased certain real property from the CITY under the terms of that certain Lease Agreement dated \_\_\_\_\_, 1983, for a period of ninety-nine (99) years commencing May 2, 1983 which term was extended to May 1, 2089 (the "Lease").

WHEREAS, a Memorandum of Lease Agreement dated April 2, 2001, recorded in Book 1082, page 602 of Lea County, New Mexico, gives notice of the Lease's existence ("Memo of Lease").

WHEREAS, a portion of the real property leased by EDC pursuant to the Lease is described on Exhibit A, attached hereto and incorporated herein by this reference ("Released Property").

WHEREAS, CITY and EDC desire to terminate the Lease insofar and only insofar as the Lease covers the Released Property.

NOW, THEREFORE, it is agreed as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference as if set out in full herein.
2. **Partial Termination of Lease.** The Lease is terminated insofar and only insofar as it covers the Released Property. As a result of this Partial Termination, the Released Property is no longer subject to the terms of the Lease. The Released Property is further released from the terms of the Memo of Lease.
3. **Release of Rights to Improvements.** EDC hereby releases any and all rights of any nature whatsoever to any of the improvements on the Released Property. EDC waives any right to reimbursement or payment for any improvements on the Released Property.
4. **Ratification of Lease.** Except for the removal of the Released Property, all other terms and conditions of the Lease are ratified and confirmed. Rent payable under the terms of the Lease shall remain the same. There is no rent reduction for the release of the Released Property from the terms of the Lease.





**Exhibit A**  
**Legal Description of the Premises**

TO BE INSERTED



**CITY OF HOBBS**  
STAFF SUMMARY FORM

MEETING DATE:  
**March 16, 2026**

---

**SUBJECT:** Resolution No. 7745 - Accepting and Approving the Fiscal Year 2025 Audit Presented by Farley Vener, Hinkle + Landers, P.C., Certified Public Accountants

**DEPT OF ORIGIN:** Finance

**DATE SUBMITTED:** 2/19/2026

**SUBMITTED BY:** Deb Corral, Assistant Finance Director

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**Summary:**

The City of Hobbs is required by statute to contract with an independent auditor to perform the required annual audit. The audit has been completed by Hinkle + Landers, PC and the NM Office of the State Auditor has authorized the release of this audit per their release letter dated February 18, 2026.

Per NMAC 2.2.2.10 (M) (4), once the report is released and a 5-day waiting period has passed, the audit shall be presented by the independent audit firm to a quorum of the governing authority at a meeting held per the Open Meetings Act.

This resolution is seeking acceptance and approval of the completed FY25 audit report and findings.

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**Fiscal Impact:**

No fiscal impact.

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**Attachments:**

Audit Approval Reso FY25

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**Recommendation:**

Motion to approve the resolution.

---

**Approved By:**

Toby Spears, Finance Director	03/04/2026
Toby Spears, Finance Director	03/04/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	03/04/2026
Manny Gomez, City Manager	03/05/2026

CITY OF HOBBS

RESOLUTION NO. 7745

**RESOLUTION OF ACCEPTANCE AND APPROVAL OF THE FY25 AUDIT**

**WHEREAS**, the City of Hobbs is required by statute to contract with an independent auditor to perform the required annual audit or agreed-upon procedures for Fiscal Year 2025; and,

**WHEREAS**, the City of Hobbs has directed the accomplishment of the audit for FY25 be completed; and,

**WHEREAS**, this audit has been completed and presented to the Hobbs City Commission per the February 18, 2026, letter from the State Auditor authorizing the release of the FY25 audit.

**WHEREAS**, NMAC 2.2.2.10 (M) (4) provides in pertinent part that “Once the audit report is officially released to the agency by the state auditor (by a release letter) and the required waiting period of five calendar days has passed unless waived by the agency in writing, the audit report shall be presented by the IPA, to a quorum of the governing authority of the agency at a meeting held per the Open Meetings Act, if applicable;” and,

**NOW THEREFORE, BE IT RESOLVED**, that the Hobbs City Commission does hereby accept and approve the completed audit report and findings as indicated within this document.

**ACCEPTED AND APPROVED** this **16th** day of **March, 2026**, in regular session by the Hobbs City Commission, at Hobbs, Lea County, New Mexico.

\_\_\_\_\_  
JONATHAN SENA, Mayor

\_\_\_\_\_  
R. FINN SMITH, Commissioner

\_\_\_\_\_  
CHRISTOPHER MILLS, Commissioner

\_\_\_\_\_  
LARRON B. FIELDS, Commissioner

\_\_\_\_\_  
JOSEPH D. CALDERÓN, Commissioner

\_\_\_\_\_  
ROY DWAYNE PENICK, Commissioner

\_\_\_\_\_  
DON R. GERTH, Commissioner

ATTEST BY:

\_\_\_\_\_  
JAN FLETCHER, City Clerk



**CITY OF HOBBS**  
STAFF SUMMARY FORM

MEETING DATE:  
**March 16, 2026**

---

**SUBJECT:** Resolution No. 7746 - Authorizing Budgetary Adjustment #4 for Fiscal Year 2025-2026

**DEPT OF ORIGIN:** Finance

**DATE SUBMITTED:** 3/4/2026

**SUBMITTED BY:** Deb Corral, Assistant Finance Director

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**Summary:**

The fiscal budget of the City of Hobbs is adopted by resolution, and reviewed and approved by the Department of Finance & Administration. The budget is prepared before the beginning of the fiscal year. As such, from time to time, it becomes necessary to adjust the budget for items not contemplated at the time of its preparation or for issues that arise during the fiscal year.

Enclosed is budgetary adjustment #4 for the current year. A summary of the funds adjusted is attached to this resolution. After the Commission approves this adjustment, it must be forwarded to the Department of Finance & Administration for approval.

---

**Fiscal Impact:**

- Total expense increased by \$5,594,272.78
- Total revenue increased by \$1,703,372.47
- The ending cash balance is \$100,645,382.35 for all funds.
- This budget adjustment includes one inter-fund transfer.
- General fund reserve is reduced from 32% to 31%.

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**Attachments:**

Budget Adjustment Resolution #4 FY 25-26  
BAR #4 Exhibit

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**Recommendation:**

Motion to approve the resolution.

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**Approved By:**

Toby Spears, Finance Director

03/06/2026

Toby Spears, Finance Director

03/06/2026

Medjine Desrosiers-Douyon, Deputy City Attorney 03/09/2026

Manny Gomez, City Manager 03/13/2026

CITY OF HOBBS

RESOLUTION NO. 7746

BUDGETARY ADJUSTMENT #4  
FISCAL YEAR 2025-2026

WHEREAS, the fiscal budget for the City of Hobbs is prepared, reviewed, and approved prior to the beginning of the fiscal year; and

WHEREAS, from time to time it becomes necessary to adjust the budget due to items not contemplated at the time it is prepared; and

WHEREAS, included in this budgetary adjustment total expense has increased by \$5,594,272.78 and total revenue has increased by \$1,703,372.47.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the herein-referenced budget adjustments be approved.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY of the City of Hobbs, New Mexico, that the budgetary adjustments be subject to the approval of the Department of Finance and Administration of the State of New Mexico and that a copy of this Resolution is forwarded to their office in Santa Fe, New Mexico, for approval.

PASSED, ADOPTED, AND APPROVED this 16<sup>th</sup> day of March, 2026.

\_\_\_\_\_  
JONATHAN SENA, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk

**City of Hobbs BAR #4  
FY26 Fund Summary**

<i>dfa fund</i>		Beginning Cash	Total Revenue	Interfund Transfer	Total Expenditures	Ending Cash	
11000	001 GENERAL	97,998,282.07	77,454,953.07	(22,633,193.89)	117,033,127.90	35,786,913.35	31%
29900	002 LAND ACQUISITION	825,074.11	830,000.00	-	100,000.00	1,555,074.11	
	<b>General Fund Subtotal</b>	<b>98,823,356.18</b>	<b>78,284,953.07</b>	<b>(22,633,193.89)</b>	<b>117,133,127.90</b>	<b>37,341,987.46</b>	
20100	110 LOCAL GOV CORR	531,650.69	192,500.00	-	465,598.00	258,552.69	
21100	120 POLICE PROTECTION	83,505.95	185,000.00	-	268,505.95	-	
29900	130 P D N (parif, drug, narcotics)	1,918.75	-	-	-	1,918.75	
21700	160 Core	1,000.00	1,888,500.00	4,202,993.82	6,091,493.82	1,000.00	
21900	170 OLDER AMERICAN	1,000.00	514,415.82	953,551.96	1,325,346.35	143,621.43	
51800	180 GOLF	1,000.00	1,129,500.00	2,036,977.83	3,166,477.83	1,000.00	
50600	190 CEMETERY	1,000.00	245,250.00	1,420,762.85	1,666,012.85	1,000.00	
50400	200 AIRPORT	1,126,591.84	252,280.68	-	580,200.00	798,672.52	
30300	210 LEGISLATIVE APPROPRIATIONS	1,000.00	17,873,037.64	-	15,825,526.91	2,048,510.73	
21800	220 INTERGOVERNMENTAL GRANTS	11,521,760.12	3,450,000.00	-	14,660,072.79	311,687.33	
21400	230 LODGERS' TAX	2,089,032.25	1,850,000.00	(762,500.00)	1,895,272.24	1,281,260.01	
27000	240 LG ABATEMENT FUND (OPIOID)	724,280.49	50,000.00	-	50,000.00	724,280.49	
28000	250 CANNABIS EXCISE TAX FUND	2,701,457.32	1,128,000.00	(153,120.00)	2,850.00	3,673,487.32	
29900	270 PUBLIC TRANSPORTATION	1,000.00	3,141,838.80	400,000.00	1,841,335.58	1,701,503.22	
20900	280 FIRE PROTECTION	2,218,538.93	933,430.00	-	1,994,824.14	1,157,144.79	
20600	290 EMER MEDICAL SERV	3,659.62	60,000.00	-	60,000.00	3,659.62	
29900	310 LEDA	3,293,275.36	-	50,000.00	50,000.00	3,293,275.36	
21222	320 2023 Recruitment LER (Year 3 - Final)	-	187,500.00	-	187,500.00	-	
20120	330 Corrections Recruitment (Year 2)	32,778.79	112,500.00	-	145,278.79	-	
20920	340 Fire Fighter Recruitment (Year 2)	-	168,750.00	-	168,750.00	-	
	<b>Special Revenue Subtotals</b>	<b>24,334,450.11</b>	<b>33,362,502.94</b>	<b>8,148,666.46</b>	<b>50,445,045.25</b>	<b>15,400,574.26</b>	
30200	370 COMM DEVE CONST	125,569.30	-	133,432.60	258,001.90	1,000.00	
39900	460 BEAUTIFICATION IMPROVEMENT	1,510,932.35	2,500,000.00	-	2,976,490.46	1,034,441.89	
39900	470 CAPITAL IMPROVEMENT FUND	-	-	10,000,000.00	-	10,000,000.00	
21600	480 STREET IMPROVEMENTS	5,949,512.40	2,576,250.00	-	7,051,454.10	1,474,308.30	
39900	490 CITY COMM. IMPROVEMENTS	14,366,957.04	2,800,000.00	(5,908,090.76)	80,000.00	11,178,866.28	
	<b>Capital Project Subtotals</b>	<b>21,952,971.09</b>	<b>7,876,250.00</b>	<b>4,225,341.84</b>	<b>10,365,946.46</b>	<b>23,688,616.47</b>	
40400	510 UTILITY BOND	-	-	307,004.10	307,004.10	-	
40400	530 WASTEWATER BOND	1,989,842.96	-	2,442,796.62	2,442,796.62	1,989,842.96	
	<b>Debt Service Subtotals</b>	<b>1,989,842.96</b>	<b>-</b>	<b>2,749,800.72</b>	<b>2,749,800.72</b>	<b>1,989,842.96</b>	
50200	100 SOLID WASTE	3,130,926.04	8,700,000.00	-	8,700,000.00	3,130,926.04	
39900	440 JOINT UTILITY EXTENSIONS CAPITAL PROJECT	1,000.00	250,000.00	2,474,658.16	2,724,658.16	1,000.00	
50100	600 JOINT UTILITY	1,000.00	-	9,012,154.93	9,012,154.93	1,000.00	
50100	610 JOINT UTILITY CONST	1,000.00	2,025,000.00	11,143,884.79	13,168,884.79	1,000.00	
50300	620 WASTE WATER PLANT CONST	4,279,584.05	1,308,721.30	16,049,993.92	21,637,302.27	997.00	
50300	630 JOINT UTILITY - WASTEWATER	1,000.00	-	7,866,719.09	7,866,719.09	1,000.00	
50300	650 JOINT UTILITY INCOME - WASTEWATER	15,546,104.12	9,320,000.00	(23,059,509.63)	42,000.00	1,764,594.49	
50100	660 JOINT UTILITY INCOME	10,682,254.30	10,041,600.00	(20,602,806.44)	-	121,047.86	
50100	680 METER DEPOSIT RES	1,896,574.16	300,000.00	-	300,000.00	1,896,574.16	
69900	690 INTERNAL SUPPLY	85,253.99	252,000.00	-	252,000.00	85,253.99	
	<b>Utility Subtotals</b>	<b>35,624,696.66</b>	<b>32,197,321.30</b>	<b>2,885,094.82</b>	<b>63,703,719.24</b>	<b>7,003,393.54</b>	
69900	640 MEDICAL INSURANCE	1,313,879.19	8,053,121.28	1,624,290.05	7,894,400.00	3,096,890.52	
69900	670 WORKERS COMP TRUST	1,344,414.48	970,930.65	-	1,218,000.00	1,097,345.13	
69900	740 INSURANCE - RISK	3,593,320.53	2,591,000.00	-	3,511,090.00	2,673,230.53	
	<b>Internal Service Subtotal</b>	<b>6,251,614.20</b>	<b>11,615,051.93</b>	<b>1,624,290.05</b>	<b>12,623,490.00</b>	<b>6,867,466.18</b>	
79900	700 MOTOR VEHICLE	9,881.86	6,000,000.00	-	6,000,000.00	9,881.86	
79900	710 MUNI JUDGE BOND FUND	110,452.33	-	-	-	110,452.33	
79900	720 RETIREE HEALTH INSURANCE TRUST FUND	5,872,175.43	1,080,000.00	3,000,000.00	2,058,000.00	7,894,175.43	
79900	730 CRIME LAB FUND	72,171.05	17,820.00	-	17,820.00	72,171.05	
79900	750 FORECLOSURE TRUST FUND	71.88	-	-	-	71.88	
79900	770 LIBRARY TRUST	5,717.15	3,000.00	-	3,000.00	5,717.15	
79900	780 SENIOR CITIZEN TRUST	5,725.94	1,000.00	-	1,000.00	5,725.94	
79900	790 PRAIRIE HAVEN MEM	6,731.98	-	-	-	6,731.98	
79900	800 COMMUNITY PARK TRUST	1,800.76	-	-	-	1,800.76	
79900	820 EVIDENCE TRUST FUND	223,852.13	5,000.00	-	-	228,852.13	
79900	830 HOBBS BEAUTIFUL	16,870.89	23,811.00	-	23,811.00	16,870.89	
79900	860 RETIREE RECOGNITION	1,050.08	1,500.00	-	1,500.00	1,050.08	
	<b>Trust &amp; Agency Subtotals</b>	<b>6,326,501.48</b>	<b>7,132,131.00</b>	<b>3,000,000.00</b>	<b>8,105,131.00</b>	<b>8,353,501.48</b>	
	<b>Grand Total All Funds</b>	<b>195,303,432.68</b>	<b>170,468,210.24</b>	<b>(0.00)</b>	<b>265,126,260.57</b>	<b>100,645,382.35</b>	
			1,703,372.47		5,594,272.78		

Expense								
Fund	Org	Obj	Proj	Description	Budget before request	BAR #4 Request	Balance after request	Justification
001	010100	44901	00410	TENNIS COURT LIGHTING - HMS	-	44,500.00	44,500.00	Expense to fix tennis court lighting - Half will come from this account and half from Commissioners Discretionary account
001	010145	42202		COMMUNICATIONS	132,150.00	307,000.00	439,150.00	reclass of Windstream to the IT dept while phone system in transition
001				COMMUNICATIONS	413,260.00	(307,000.00)	106,260.00	reclass of Windstream to the IT dept while phone system in transition
001	010145	42203		DUES AND SUBSCRIPTIONS	400.00	244.34	644.34	transfer from machine repair and mtc
001	010145	42403		MACHINE REPAIR AND MAINTENANCE	10,000.00	(244.34)	9,755.66	transfer to dues and subs to cover negative balance
001	010181	42236		RETIREE HEALTH INSURANCE	-	425,000.00	425,000.00	expense side of retiree health insurance - overlooked in initial
001	010208	44901	00409	HAAC DONATION	-	1,465,442.47	1,465,442.47	expense for HAAC donation received from a private trust
001	010220	41101		SALARIES	6,294,896.06	(510,000.00)	5,784,896.06	transfer salary to overtime for remainder of the fiscal year
001	010220	41102		OVERTIME	907,000.00	400,000.00	1,307,000.00	transfer from salary
001	010220	41103		OVERTIME - PERA	300,000.00	110,000.00	410,000.00	transfer from salary
001	010412	42404		SIGNALS AND SIGNS	254,975.00	150,000.00	404,975.00	Temporary and Permanent repairs to Lovington Hwy/Bender Blvd Traffic Signal Damage
001	010423	43003		VEHICLE REPLACEMENT	966,742.99	(2,000.00)	964,742.99	reclass to complete purchase of salt spreader for dump truck
001	010423	43006		EQUIPMENT OVER 5000	11,000.00	2,000.00	13,000.00	reclass to complete purchase of salt spreader for dump truck
<b>001 Total</b>						<b>2,084,942.47</b>		
160	164116	41101		SALARIES	434,800.08	(10,000.00)	424,800.08	reclass for overtime
160	164116	41102		OVERTIME	3,000.00	10,000.00	13,000.00	reclass from salaries
160	164116	42204		UNIFORMS	5,300.00	800.00	6,100.00	reclass - uniform budget for previously vacant position
160	164116	42402		VEHICLE MAINTENANCE	800.00	(800.00)	-	reclass - uniform budget for previously vacant position
<b>160 Total</b>						<b>-</b>		
480	484048	44901	00179	COLLEGE LANE INTERSECTION	2,221,194.57	209,330.31	2,430,524.88	100% design fee for College Lane Project
<b>480 Total</b>						<b>209,330.31</b>		
620	624062	44901	00097	SEWER LINE REPLACEMENT	9,142,437.16	3,300,000.00	12,442,437.16	additional budget for phase 9 of the sewer line project as approved in the March 2nd meeting
<b>620 Total</b>						<b>3,300,000.00</b>		
<b>Grand Total</b>						<b>5,594,272.78</b>		

Revenue								
Fund	Org	Obj	Proj	Description	Balance before request	BAR #4 Request	Balance after request	Justification
001	019999	30605	00409	HAAC DONATION	-	<b>(1,465,442.47)</b>	(1,465,442.47)	To Record revenue for HAAC Donation
001	019999	30605	00410	TENNIS COURT LIGHTING	-	<b>(44,500.00)</b>	(44,500.00)	HMS contribution to Tennis Court lighting per MOU
280	289999	30707		STATE ALLOTMENT	(650,000.00)	<b>(193,430.00)</b>	(843,430.00)	Fire protection fund award larger than projection
						<b>(1,703,372.47)</b>		

Transfers								
Fund	Org	Obj	Proj	Description	Balance before request	BAR #4 Request	Balance after request	Justification
490	499999	30826		Transfer to 62		<b>3,300,000.00</b>	3,300,000.00	
680	689999	30843		Transfer from 49		<b>(3,300,000.00)</b>		
						-		



**CITY OF HOBBS**  
**STAFF SUMMARY FORM**

**MEETING DATE:**  
**March 16, 2026**

---

**SUBJECT:** Consideration of Approval of RFP #558-26 for Senior Center Meals and Recommendation to Accept Proposal from Great Western Dining

**DEPT OF ORIGIN:** Recreation

**DATE SUBMITTED:** 3/4/2026

**SUBMITTED BY:** Doug McDaniel, Recreation Director

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**Summary:**

RFP #558-26 was advertised on February 1, 2026, and responses were due on February 19, 2026. The Finance Department received one (1) proposal, and that proposal was deemed responsive. The Evaluation Committee scored the proposal, with the average score indicated below:

Great Western Dining Services, Inc. - 90 points (100 points possible)

Great Western Dining has provided meals for the Hobbs Senior Center for 15+ years, and is also the current meal service provider at the University of the Southwest (USW). The number of meals included in the RFP was 500 meals per week for the Congregate Meal served at the Senior Center Meal Site, and 750 meals per week for the Home Delivered Meals. Staff updates the exact number of meals needed on a regular basis if more/fewer meals are needed. Diabetic meals are prepared daily for those who need them. The cost per meal submitted in the RFP was \$5.65 per meal which was only an increase of \$0.01 over the current meal cost.

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**Fiscal Impact:**

In FY26, the City was required to make a local match for funding of the Senior Center's meals and transportation in the amount of \$340,524.06. Also in FY26, the City received grant funding in the amount of \$239,615.82. Funding levels for FY27 have not yet been received from the New Mexico Aging and Long-Term Services Division (NMALTS) and Non-Metro Area Agency on Aging (NMAAA). Once funding levels for FY27 have been determined, Finance Department staff will add this to the FY27 budget, which is the standard procedure with this Senior Center funding.

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**Attachments:**

Final Scoring-RFP 558-26 HSC Meal Services  
GWD RFP 2026 Cost Sheet

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**Recommendation:**

Staff recommends awarding RFP #558-26 to Great Western Dining

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**Approved By:**

Doug McDaniel, Recreation Director

03/04/2026

Toby Spears, Finance Director	03/04/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	03/04/2026
Manny Gomez, City Manager	03/05/2026

**CITY OF HOBBS**

**RFP 558-26 – To Furnish Senior Citizens Meals**

Final Score Sheet

Proposer Name: GREAT WESTERN DINING

Final scoring by: : BRANDY HUKINS

Date: MARCH 4<sup>TH</sup> 2026

**SCORING FINAL**

Evaluation Criteria	Weight	Final Score	
1. Staff Experience and References	20%	20	
2. Meal Planning and Preparation	20%	20	
3. Ability to Meet Supply Time & Requirements Schedule	10%	10	
4. Resident Bidder / Veterans Preference	10%	0	
5. Price Consideration	40%	40	

TOTAL SCORE: 90 / 100

Signature of CPO: Brandy Hukins Date: 3-4-26

Signature of Finance Director: [Signature] Date: 3-4-26

**MEAL SERVICES FOR THE SENIOR CENTER**

EACH OFFEROR MUST COMPLETE THE FOLLOWING STATEMENT:

Proposal of Great Western Dining proposes to furnish the following.

ITEM NO.	EST. QTY.	DESCRIPTION	EACH	TOTAL
1	100 meals weekly	Price per meal prepared for Senior Center Lunches	\$5.65	\$565.00
2	125 meals daily	Price per meal prepared for Home Delivered Lunches	\$5.65	\$706.25
		<b>TOTAL</b>	\$1271.25	

\*\*\*\*\* 2 TOTAL ITEM(S) \*\*\*\*\*



**CITY OF HOBBS**  
STAFF SUMMARY FORM

MEETING DATE:  
**March 16, 2026**

**SUBJECT:** Consideration of Approval of Project Award for the Calle Grande / Del Norte Parkway Intersection Project to Ramirez & Sons, Inc., Utilizing CES Contract No. 2026-06-G1139-56

**DEPT OF ORIGIN:** Engineering  
**DATE SUBMITTED:** 3/5/2026  
**SUBMITTED BY:** Anthony Henry, City Engineer

**Summary:**

In partnership with the Hobbs Municipal School District and the Trinity Estates Subdivision development, the City of Hobbs is responsible for the construction of the Calle Grande & Del Norte Parkway Intersection, which will provide connectivity of Calle Grande from Joe Harvey Blvd. to Millen Dr. The project scope consists of the construction of approximately three hundred eighty-five feet (385') of Calle Grande from the end of the Trinity Unit 1 subdivision development, north to the Hobbs Municipal Schools Del Norte Middle School development. The project consists of 3,017 S.Y. of subgrade preparation, 2,218 S.Y. of 8" base course, 249 S.Y. of 6" base course for the medians, 2,218 S.Y. of prime coating, 2,087 S.Y. of 3" hot-mix asphalt, 823 L.F. of 24" curb and gutter, 70 L.F. of 5' valley gutter, 4 EA ADA ramps and fillets, 5 EA water valve adjustments, construction staking, testing, and mobilization/demobilization. Three CES quotes were received, as shown below:

<b>Contractor</b>	<b>Bid Proposal</b>
Ramirez & Sons, Inc.	\$283,943.36
J&H Services, Inc.	\$319,610.57
Constructors, Inc.	\$354,546.44

Ramirez & Sons, Inc. is the lowest, complete, and responsive bidder. They are properly licensed and their registration with the NMDWS is current. Ramirez & Sons, Inc. has completed projects for the City of Hobbs in the past and is a proven and reputable contractor. In accordance with the above narrative and available budget, it is the recommendation of the Engineering Department that the Bid Proposal for construction of the project be awarded to Ramirez & Sons, Inc., as low bidder in the amount of the total bid proposal amount of \$283,943.36 (including tax).

**Fiscal Impact:**

Budgeted Line: 22-4022-44901-00387 Lea County Housing Grant  
Budget Available: \$2,385,771.60

Total Bid Price: \$266,457.11  
NMGRT @ 6.5625%: \$17,486.25

TOTAL CONSTRUCTION COST: \$283,943.36 CES Contract No. 2026-06-G1139-56

**Attachments:**

Ramirez\_Calle Grande\_Bid Proposal  
J&H\_Calle Grande\_Bid Proposal

## Constructors\_Calle Grande\_Bid Proposal

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### **Recommendation:**

Consideration and Award of the Calle Grande / Del Norte Parkway Intersection project to Ramirez & Sons Inc. as the lowest, complete, and responsive bidder, utilizing CES contract number 2026-06-G1139-56.

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### **Approved By:**

Anthony Henry, City Engineer	03/05/2026
Toby Spears, Finance Director	03/05/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	03/09/2026
Manny Gomez, City Manager	03/13/2026



## Job Order Contract

### Price Proposal Summary - CSI

**Date:** January 20, 2026  
**Contract Number:** 2026-06-G1139-56  
**Job Order Number:** 260113-5.00  
**Job Order Title:** City of Hobbs-Del Norte Parkway & Calle Grande  
**Contractor:** Ramirez & Sons  
**Proposal Value:** \$283,943.36  
**Proposal Name:** City of Hobbs-Del Norte Parkway & Calle Grande  
**Detailed Scope:**

<b>Category - 01 - General Requirements:</b>	<b>\$43,095.67</b>
<b>Category - 03 - Concrete:</b>	<b>\$5,121.69</b>
<b>Category - 31 - Earthwork:</b>	<b>\$10,568.85</b>
<b>Category - 32 - Exterior Improvements:</b>	<b>\$221,651.23</b>
<b>Category - 33 - Utilities:</b>	<b>\$3,505.92</b>
<b>Proposal Total</b>	<b>\$283,943.36</b>

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

**The Percent of NPP on this Proposal:** 0.00%

# Job Order Contract

## Price Proposal Detail - CSI

**Date:** January 20, 2026  
**Contract Number:** 2026-06-G1139-56  
**Job Order Number:** 260113-5.00  
**Job Order Title:** City of Hobbs-Del Norte Parkway & Calle Grande  
**Contractor:** Ramirez & Sons  
**Proposal Value:** \$283,943.36  
**Proposal Name:** City of Hobbs-Del Norte Parkway & Calle Grande  
**Adjustment Factor(s) Used:** 1.0000-No Adjustment, 1.7500-1. NWH in excess of \$60k (State)

Rec#	CSI Number	Mod.	UOM	Description	Line Total
<b>CSI - 01 - General Requirements</b>					
1	01 22 16 00 0004		EA	New Mexico Gross Receipts Tax – Varies by County	\$17,486.25
				Installation	
				Quantity	Total
				17,486.25 x	\$17,486.25
				Unit Price	
				\$1.00 x	
				Factor	
				1.0000 =	
				<b>User Note:</b> Hobbs Tax Rate @ 6.5625%=\$17,486.25	
2	01 22 16 00 0007		EA	Payment And Performance BondBonding will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Bonding cost. A copy of the receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$3,937.78
				Installation	
				Quantity	Total
				3,937.78 x	\$3,937.78
				Unit Price	
				\$1.00 x	
				Factor	
				1.0000 =	
3	01 22 20 00 0015		HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,926.75
				Installation	
				Quantity	Total
				30.00 x	\$1,926.75
				Unit Price	
				\$36.70 x	
				Factor	
				1.7500 =	
				<b>User Note:</b> Construction Staking	
4	01 22 20 00 0045		HR	Senior Surveyor, Party Chief	\$2,323.13
				Installation	
				Quantity	Total
				30.00 x	\$2,323.13
				Unit Price	
				\$44.25 x	
				Factor	
				1.7500 =	
				<b>User Note:</b> Construction Staking	
5	01 22 20 00 0046		HR	Surveyor, Instrument Person	\$2,164.58
				Installation	
				Quantity	Total
				30.00 x	\$2,164.58
				Unit Price	
				\$41.23 x	
				Factor	
				1.7500 =	
				<b>User Note:</b> Construction Staking	
6	01 22 20 00 0047		HR	Surveyor, Rod Person	\$2,148.83
				Installation	
				Quantity	Total
				30.00 x	\$2,148.83
				Unit Price	
				\$40.93 x	
				Factor	
				1.7500 =	
				<b>User Note:</b> Construction Staking	
7	01 22 20 00 0048		HR	On-Site Certified Materials Testing Technician	\$10,112.38
				Installation	
				Quantity	Total
				70.00 x	\$10,112.38
				Unit Price	
				\$82.55 x	
				Factor	
				1.7500 =	
				<b>User Note:</b> Material Testing	
8	01 71 13 00 0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy-duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.	\$2,995.97
				Installation	
				Quantity	Total
				1.50 x	\$2,995.97
				Unit Price	
				\$1,141.32 x	
				Factor	
				1.7500 =	

**Subtotal for CSI - 01 - General Requirements: \$43,095.67**

Price Proposal Detail - CSI Continues..

Job Order Number: 260113-5.00  
 Job Order Title: City of Hobbs-Del Norte Parkway & Calle Grande

Rec#	CSI Number	Mod.	UOM	Description	Line Total				
<b>CSI - 03 - Concrete</b>									
9	03 31 13 00 0005		SF	6" 3,000 PSI Slab On Grade Concrete Slab Assembly	\$5,121.69				
				Quantity	Unit Price	Factor	Total		
			Installation	348.00	x	\$8.41	x	1.7500 =	\$5,121.69
	<b>User Note:</b> 4 HC Ramps								
<b>Subtotal for CSI - 03 - Concrete:</b>					<b>\$5,121.69</b>				
<b>CSI - 31 - Earthwork</b>									
10	31 24 13 00 0010		CSF	Scarify Soil For Roadways, Parking Areas, Landscaping And Embankments By Machine	\$1,785.00				
				Quantity	Unit Price	Factor	Total		
			Installation	272.00	x	\$3.75	x	1.7500 =	\$1,785.00
	<b>User Note:</b> Sub- Grade								
11	31 24 13 00 0017		SY	Rough Grade Roadway, Parking Areas, Landscaping And Embankments By Machine	\$2,375.89				
				Quantity	Unit Price	Factor	Total		
			Installation	3,017.00	x	\$0.45	x	1.7500 =	\$2,375.89
	<b>User Note:</b> Sub -Grade								
12	31 24 13 00 0018		SY	Finish Grade Roadway, Parking Areas, Landscaping And Embankments By Machine	\$3,115.05				
				Quantity	Unit Price	Factor	Total		
			Installation	3,017.00	x	\$0.59	x	1.7500 =	\$3,115.05
	<b>User Note:</b> Sub- Grade								
13	31 24 13 00 0020		LF	Finish Grade For Curb And Gutter	\$1,181.01				
				Quantity	Unit Price	Factor	Total		
			Installation	823.00	x	\$0.82	x	1.7500 =	\$1,181.01
	<b>User Note:</b> Curb finish Grade								
14	31 24 13 00 0022		SY	Compaction Of Fill Or Subbase For Roadways, Parking Areas, Landscaping And Embankments By Machine Per Lift	\$2,111.90				
				Quantity	Unit Price	Factor	Total		
			Installation	3,017.00	x	\$0.40	x	1.7500 =	\$2,111.90
	<b>User Note:</b> Sub-Grade								
<b>Subtotal for CSI - 31 - Earthwork:</b>					<b>\$10,568.85</b>				
<b>CSI - 32 - Exterior Improvements</b>									
15	32 11 16 16 0005		SY	2" Crushed Aggregate Base Course For Roadways And Parking Areas	\$15,681.26				
				Quantity	Unit Price	Factor	Total		
			Installation	2,218.00	x	\$4.04	x	1.7500 =	\$15,681.26
	<b>User Note:</b> 8" Base Course								
16	32 11 16 16 0007		SY	6" Crushed Aggregate Base Course For Roadways And Parking Areas	\$45,452.37				
				Quantity	Unit Price	Factor	Total		
			Installation	2,218.00	x	\$11.71	x	1.7500 =	\$45,452.37
	<b>User Note:</b> 8" Base Course								
17	32 11 16 16 0007		SY	6" Crushed Aggregate Base Course For Roadways And Parking Areas	\$5,102.63				
				Quantity	Unit Price	Factor	Total		
			Installation	249.00	x	\$11.71	x	1.7500 =	\$5,102.63
	<b>User Note:</b> 6" Base in Median								
18	32 11 16 16 0007	Mod	SY	For Up To 500, Add	\$1,263.68				
				Quantity	Unit Price	Factor	Total		
			Installation	249.00	x	\$2.90	x	1.7500 =	\$1,263.68
	<b>User Note:</b>								

Price Proposal Detail - CSI Continues..

Job Order Number: 260113-5.00  
 Job Order Title: City of Hobbs-Del Norte Parkway & Calle Grande

Rec#	CSI Number	Mod.	UOM	Description	Line Total		
<b>CSI - 32 - Exterior Improvements</b>							
19	32 12 13 19 0001		SY	Surface Prime Coat, 0.26 Gallon/SY	\$6,404.48		
				Quantity	Unit Price	Factor	Total
			Installation	2,218.00 x	\$1.65 x	1.7500 =	\$6,404.48
			<b>User Note:</b> Prime				
20	32 12 16 13 0007		SY	3" Thick Bituminous Hot Mix Intermediate Binder CourseIncludes placement, rolling, finishing and sweeping.	\$71,438.01		
				Quantity	Unit Price	Factor	Total
			Installation	2,087.00 x	\$19.56 x	1.7500 =	\$71,438.01
			<b>User Note:</b> 3" Hot Mix SPIV				
21	32 16 13 13 0020		LF	6" x 24" Cast In Place Concrete Gutter With 6" Curb And Face - Straight	\$23,868.81		
				Quantity	Unit Price	Factor	Total
			Installation	438.00 x	\$31.14 x	1.7500 =	\$23,868.81
			<b>User Note:</b> Median Spill Curb				
22	32 16 13 13 0020		LF	6" x 24" Cast In Place Concrete Gutter With 6" Curb And Face - Straight	\$20,980.58		
				Quantity	Unit Price	Factor	Total
			Installation	385.00 x	\$31.14 x	1.7500 =	\$20,980.58
			<b>User Note:</b> Standard Curb				
23	32 16 13 19 0023		LF	5' Wide Cast In Place Concrete Valley Gutter, 8" Thick	\$5,903.28		
				Quantity	Unit Price	Factor	Total
			Installation	70.00 x	\$48.19 x	1.7500 =	\$5,903.28
			<b>User Note:</b> Valley Gutter				
24	32 16 23 00 0002		SF	4" Thick, 3,000 PSI, Cast In Place Concrete Sidewalk	\$22,667.09		
				Quantity	Unit Price	Factor	Total
			Installation	2,043.00 x	\$6.34 x	1.7500 =	\$22,667.09
			<b>User Note:</b> 227 sy				
25	32 17 26 00 0002		SF	Surface Applied VPC Truncated Dome Detectable Warning SurfaceIncludes adhesive, fasteners and sealant at perimeter. Also raised strips or directional bars. All colors.	\$2,889.04		
				Quantity	Unit Price	Factor	Total
			Installation	32.00 x	\$51.59 x	1.7500 =	\$2,889.04
			<b>User Note:</b> 4 HC Ramps				

**Subtotal for CSI - 32 - Exterior Improvements: \$221,651.23**

<b>CSI - 33 - Utilities</b>							
26	33 05 84 00 0005		EA	4' Diameter x 8" Thick Precast Manhole Top Slab	\$2,488.08		
				Quantity	Unit Price	Factor	Total
			Installation	2.00 x	\$710.88 x	1.7500 =	\$2,488.08
			<b>User Note:</b> Manhole Adjustments				
27	33 14 19 00 0376		EA	2' Bury Depth Yard Hydrant, 1" Galvanized Column And 3/4" Threaded Hose Outlet	\$1,017.84		
				Quantity	Unit Price	Factor	Total
			Installation	2.00 x	\$290.81 x	1.7500 =	\$1,017.84
			<b>User Note:</b> Adjusting 5 Valve Box, 5 Gate Valve and Blow-Off Assemblies (valves are existing)				

**Subtotal for CSI - 33 - Utilities: \$3,505.92**

**Proposal Total \$283,943.36**

**Price Proposal Detail - CSI Continues..**

**Job Order Number:** 260113-5.00

**Job Order Title:** City of Hobbs-Del Norte Parkway & Calle Grande

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This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

**The Percent of NPP on this Proposal:** 0.00%

## Price Proposal - Job Order Contracting (JOC) - Paving + Site Work - Contract Number 2026-06-R1223-ALL

*This proposal was prepared exclusively for Cooperative Educational Services*

Job Number: 0010  
 Job Name: Calle Grande Intersection - Hobbs, NM  
 Contractor: J&H Services, Inc.  
 Date Created: 03/04/2026  
 Last Update: 03/04/2026  
 Proposal Value: **\$319,610.57**

Construction Procurement Catalog: Year 2026 Quarter 1 - ROSWELL, NM

### Summary By Division

Division	Line Total
01 General Requirements	\$53,922.95
01 General Requirements	\$24,810.00
31 Earthwork	\$8,482.60
32 Exterior Improvements	\$232,395.02

### Non-Prepriced Items

Item Name	Division	QTY	Unit Price	Factor	Line Total
Bond - 1.2%	01 General Requirements	1.000000	\$3,835.00	1.0000	\$3,835.00
NMGRT - 6.5625%	01 General Requirements	1.000000	\$20,975.00	1.0000	\$20,975.00

### Detailed Price Proposal

Sr.#	Division	Line Item #	Mod	UOM	Description	Line Total							
1	General Requirements	015436501600		Ea.	Mobilization or demobilization, delivery charge for equipment, hauled on 50-ton capacity towed trailer 50-ton capacity	\$22,061.69							
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #f2f2f2;"> <th>QTY</th> <th>Unit Price</th> <th>Factor</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td style="text-align: right;">6.000000</td> <td style="text-align: right;">\$2,589.40</td> <td style="text-align: right;">1.4200</td> <td style="text-align: right;">\$22,061.69</td> </tr> </tbody> </table>						QTY	Unit Price	Factor	Total	6.000000	\$2,589.40	1.4200	\$22,061.69
QTY	Unit Price	Factor	Total										
6.000000	\$2,589.40	1.4200	\$22,061.69										
2	General Requirements	Non-Prepriced		JOB	Bond - 1.2%	\$3,835.00							
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #f2f2f2;"> <th>QTY</th> <th>Unit Price</th> <th>Factor</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td style="text-align: right;">1.000000</td> <td style="text-align: right;">\$3,835.00</td> <td style="text-align: right;">1.0000</td> <td style="text-align: right;">\$3,835.00</td> </tr> </tbody> </table>						QTY	Unit Price	Factor	Total	1.000000	\$3,835.00	1.0000	\$3,835.00
QTY	Unit Price	Factor	Total										
1.000000	\$3,835.00	1.0000	\$3,835.00										
3		Non-Prepriced		JOB	NMGRT - 6.5625%	\$20,975.00							

					<b>QTY</b>	<b>Unit Price</b>	<b>Factor</b>	<b>Total</b>
					1.000000	\$20,975.00	1.0000	\$20,975.00
4	General Requirements	015623100300	Ea.	Barricades, wood barrier walls, stock units, plain, buy, 6' high, 8' wide				\$7,234.90
				Stock units, 58' high, 8' wide, reflective, buy				
					<b>QTY</b>	<b>Unit Price</b>	<b>Factor</b>	<b>Total</b>
					20.000000	\$254.75	1.4200	\$7,234.90
5		013113200160	Week	Field personnel, general purpose laborer, average				\$8,197.38
				General purpose laborer, average				
					<b>QTY</b>	<b>Unit Price</b>	<b>Factor</b>	<b>Total</b>
					4.000000	\$1,443.20	1.4200	\$8,197.38
6		014523505550	Ea.	Earthwork inspection technician, per day				\$3,947.60
				Technician for inspection, per day, earthwork				
					<b>QTY</b>	<b>Unit Price</b>	<b>Factor</b>	<b>Total</b>
					5.000000	\$556.00	1.4200	\$3,947.60
7		014523505570	Ea.	Concrete inspection technician, per day				\$3,947.60
				Concrete				
					<b>QTY</b>	<b>Unit Price</b>	<b>Factor</b>	<b>Total</b>
					5.000000	\$556.00	1.4200	\$3,947.60
8		014523500200	Ea.	Field testing, asphalt testing, compressive strength				\$1,547.80
				Marshall stability, set of three samples				
				Asphalt testing, compressive strength Marshall stability, set of 3				
					<b>QTY</b>	<b>Unit Price</b>	<b>Factor</b>	<b>Total</b>
					2.000000	\$545.00	1.4200	\$1,547.80
9		017123131400	Day	Boundary & survey markers, crew for roadway layout, 4 person crew				\$6,985.98
				Crew for roadway layout, 4 person crew				
					<b>QTY</b>	<b>Unit Price</b>	<b>Factor</b>	<b>Total</b>
					3.000000	\$1,552.44	1.5000	\$6,985.98
10	Earthwork	312323252900	S.Y.	Compaction, airports, subgrade, cohesive soils, 95% proctor, 6" depth				\$8,482.60
				95% proctor, 6" depth				
					<b>QTY</b>	<b>Unit Price</b>	<b>Factor</b>	<b>Total</b>
					3017.000000	\$1.98	1.4200	\$8,482.60
11	Exterior Improvements	321216130812	Ton	Plant-mix asphalt paving, for highways and large paved areas, binder course, alternate method for developing paving costs, 3" thick, no hauling included				\$55,291.39
				3" thick				
					<b>QTY</b>	<b>Unit Price</b>	<b>Factor</b>	<b>Total</b>
					360.000000	\$108.16	1.4200	\$55,291.39
12		320129700550	Hr.	Full depth patching of rigid pavement, light traffic, small project debris haulaway, 12 C.Y. truck per hour				\$10,614.22
				Add 12 C.Y. truck, small project debris haulaway				

Price Proposal Report

				QTY	Unit Price	Factor	Total
				40.000000	\$186.87	1.4200	\$10,614.22
13	321123231521	B.C.Y.	Base course drainage layers, aggregate base course for roadways and large paved areas, alternate method to figure base course, crushed stone, compacted, 1-1/2", 6" deep 6" deep				\$5,770.67
				QTY	Unit Price	Factor	Total
				85.000000	\$47.81	1.4200	\$5,770.67
14	321123231522	B.C.Y.	Base course drainage layers, aggregate base course for roadways and large paved areas, alternate method to figure base course, crushed stone, compacted, 1-1/2", 8" deep 8" deep				\$67,625.80
				QTY	Unit Price	Factor	Total
				1020.000000	\$46.69	1.4200	\$67,625.80
15	321216133000	S.Y.	Plant-mix asphalt paving, pre-treatment for paving, prime coat, emulsion, 0.30 gallons/S.Y., 1000 S.Y. Prime coat, emulsion, 0.30 gal./S.Y., 1000 S.Y.				\$19,401.29
				QTY	Unit Price	Factor	Total
				2218.000000	\$6.16	1.4200	\$19,401.29
16	321613130430	L.F.	Cast-in place concrete curbs & gutters, straight, wood forms, 0.055 C.Y. per LF, 6" high curb, 6" thick gutter, 24" wide, includes concrete 24" wide, 0.055 C.Y./L.F.				\$39,862.99
				QTY	Unit Price	Factor	Total
				823.000000	\$34.11	1.4200	\$39,862.99
17	320610100310	S.F.	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base broomed finish, no base, 4" thick				\$31,985.50
				QTY	Unit Price	Factor	Total
				4250.000000	\$5.30	1.4200	\$31,985.50
18	321726100100	S.F.	Pavement, tactile warning tiles S.F. Detectable warning pad, ADA				\$1,843.16
				QTY	Unit Price	Factor	Total
				40.000000	\$32.45	1.4200	\$1,843.16



# CONSTRUCTORS, INC

Dirt, Asphalt, Concrete, and Utilities Construction  
 Aggregate and Asphalt Products  
 Public Works Registration # 0101462009071

Proposal Submitted To:	<b>THE CITY OF HOBBS</b>	Job Name:	<b>CALLE GRANDE</b>
Attn:	<b>ANTHONY HENRY</b>	Place of Job	<b>HOBBS, NM</b>
Billing Address:	-	Architect or Engineer:	-
City, State, Zip:	-	Date of Plans:	-
Phone #:	<b>575-397-9232</b>	Date of Proposal:	<b>03/04/26</b>
Email:	<a href="mailto:AHenry@hobbsnm.org">AHenry@hobbsnm.org</a>	Special Note / Addendum(s):	-

**We propose to perform the attached items per CES Contract 2026-06-R121-ALL: JOC Paving and Site Work - RS Means Services**

**FURNISH LABOR, EQUIPMENT, AND MATERIALS TO:**

**SCOPE OF WORK – SUBGRADE PREPARATION (BASE, 24" CURB & GUTTER, FILLETS, VALLEY GUTTERS, SIDEWALK AND HANDICAPPED RAMPS) (SY 3,017), BASE COURSE MIN. 8" THICK (SY 2,218), BASE COURSE MIN. 6" THICK – INSIDE MEDIANS (SY 249), PRIME COAT (SY 2,218), HOT-MIX PAVEMENT MIN. 3" THICK (SY 2,087), 24" CONCRETE MEDIAN (SPILL CURB) CURB AND GUTTER (LF 438), 24" CONCRETE TYPE A (STANDARD) CURB AND GUTTER (LF 385), CONCRETE VALLEY GUTTER 8" THICK x 5' WIDE ROADWAY (LF 70), 4" THICK 5' WIDE CONCRETE SIDEWALK – SOUTH SIDE DEL NORTE PARKWAY & EAST SIDE CALLE GRANDE (SY 227), CURB RETURNS INCLUDING FILLET, CURB, ADA RAMP, SIDEWALK AND DETECTABLE WARNING PLATES (EACH 4), CONCRETE MANHOLE ADJUSTMENTS – RIM AND LID FURNISHED (EACH 2), CONCRETE VALVE BOX ADJUSTMENTS FOR FIRE HYDRANT VALVES, GATE VALVES AND BLOW-OFF ASSEMBLIES (VALVES ARE EXISTING) (EACH 5), CONSTRUCTION STAKING – CURB AND GUTTER STAKING @ 25' INTERVALS (LS 1), TESTING (LS 1). MOBILIZATION/DEMobilIZATION (1EA).**

FOR \$ **329,418.00**

**SUB-TOTAL \$ 329,418.00**

**BOND 1% \$ 3,294.20**

**NMGRT 6.5625% \$ 21,834.24**

**TOTAL \$ 354,546.44**

**ADD 1% IF PAYMENT AND PERFORMANCE BONDS ARE REQUIRED.**

**PLEASE NOTE: This proposal must be made an integral part of any contract or subcontract arising from it, or all prices, exclusions, terms, and conditions are null and void. Owner responsible for eradicating any vegetation issues prior to any work; Constructors not responsible for weeds that arise after installation of materials.**

**PRICE EXCLUSIONS:**

**Utility Work, Erosion Control, Dewatering, Storm Drain, Stripe, Removal of Unsuitable or Unstable Subgrade, Testing (By Others), Environmental Studies or Impact, Relocation of any underground Utilities or Obstructions discovered during construction, SWPPP (Plans and Maintenance), Landscaping, Silt Fence, Site Mowing, Bonds (if requested add 1%), Design Engineering, Permits, Warranty Past 1 Year, Termite Control. Anything not specifically quoted above.**

**We Herely Propose** to furnish labor, materials and equipment to complete the project in accordance with above specifications, for the sum listed above plus New Mexico Gross Receipt Tax, with payment due upon receipt of invoice unless prior agreement has been made. Any alterations or deviations from the above specifications involving extra cost will be executed only upon written order, and will become an extra charge over and above the proposed amount above. If payment is not received within 30 days from date of invoice, interest will be charged at 1 1/2% per month or fraction of a month on the unpaid balance plus incidental collection costs, including attorney fees. (As allowed by New Mexico Statute N.M.S.A. 1978, Section 57-28-5). This proposal also serves as acknowledgment of Constructors' request for the location of underground facilities. The property owner and/or the General contractor is responsible for the location of such facilities on private property. Constructors, Inc. is not responsible for damages to underground facilities which are not located and/or mislocated. Facilities are defined as computer lines, telephone, gas, water, sewer, electric, sprinkler, or any other facility installed by man.

Facilities shall be marked prior to the beginning of Constructors, Inc.'s work on the project site. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in the legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to the legal action, as determined by a court of competent jurisdiction.

All material is guaranteed to be as specified. All work is to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by worker's compensation insurance. See additional conditions on back.

Authorized Signature: JESUS L. FIERRO  
 JESUS L. FIERRO

Note: This proposal may be withdrawn by us if not accepted within 45 days.

**Acceptance of Proposal**--The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_  
 Date Accepted: \_\_\_\_\_

3003 S. BOYD DR. - CARLSBAD, NM 88220 - PHONE (575) 885-8838 - FAX (575) 887-0896

SERVING CHAVES, EDDY AND LEA COUNTIES  
 Website - [www.ciconstructors.com](http://www.ciconstructors.com)



**CITY OF HOBBS**  
STAFF SUMMARY FORM

MEETING DATE:  
**March 16, 2026**

**SUBJECT:** Consideration of Approval of Final Design for Phase 1 of the College Lane Widening and Realignment Project

**DEPT OF ORIGIN:** Engineering

**DATE SUBMITTED:** 3/5/2026

**SUBMITTED BY:** Anthony Henry, City Engineer

**Summary:**

The College Lane Widening & Realignment Project is advancing into Final Design Phase 1, which will develop the full engineering design for improvements from Lovington Hwy (NM 18) to approximately 500 feet east of the College Lane / Bensing Road intersection, including new traffic signals at the NM 18 / Business Park Blvd / College Lane intersection and design for reconstruction of a portion of Industrial Drive and the Industrial Dr. / Business Park Blvd. intersection. Stantec's scope includes project management and coordination, completion of the final storm sewer and detention pond design based on prior drainage analysis, design oversight and quality control, preparation of 90% and 100% construction plan sets and cost estimates in accordance with NMDOT and City standards, coordination with NMDOT, Watco Railroad, and Xcel Energy, acquisition of required environmental, ROW, utility, railroad, and ITS certifications, and survey services to revise the drainage pond plat and prepare a Right-of-Way vacation plat for Adell Drive. Work will begin upon issuance of Notice to Proceed and is scheduled to run from April 1, 2026 through December 31, 2026, consistent with Stantec's submitted project schedule.

**Fiscal Impact:**

Budgeted Line: 48-4048-44901-00179 College Lane  
Budget Available: \$1,282,029.98

Phase I Design Fee: \$196,439.00  
NMGRT @ 6.5625%: \$12,891.31

TOTAL DESIGN COST: \$209,330.31

**Attachments:**

CollegeLane\_Phase 1 Final

**Recommendation:**

Consideration and Approval the Final Design Scope and Fee to Stantec Consulting Services Inc. for Phase 1 of the College Lane Widening and Realignment Project, utilizing existing City of Hobbs Contract No. 2023-75 awarded through RFP 538-23.

**Approved By:**

Anthony Henry, City Engineer

03/05/2026

Toby Spears, Finance Director

03/05/2026

Medjine Desrosiers-Douyon, Deputy City Attorney 03/09/2026

Manny Gomez, City Manager 03/13/2026



Stantec Consulting Services Inc.  
3831 E. Lohman Avenue, Suite 200, Las Cruces, NM 88011 - 8447

February 19, 2026

File: Stantec Project No. 1817260021

**Attention: Mr. Toby Spears, Finance Director**

City of Hobbs, NM  
200 E. Broadway  
Hobbs, NM, 88240  
Email: [tspears@hobbsnm.org](mailto:tspears@hobbsnm.org)

**Reference: RFP No. 538-23 – College Lane Widening & Realignment – Final Design Phase 1**

Dear Mr. Spears:

On behalf of Stantec Consulting Services Inc., we are pleased to provide a fee proposal for the College Lane Widening & Realignment – Final Design Phase 1 Project.

### Scope of Service

Please see attached Appendix A for detailed scope of services.

### Schedule

Project will start upon receipt of Notice to Proceed from the City of Hobbs.

Please see attached Stantec Fee Estimate for detailed project schedule.

### Proposed Fee Summary (Time & Materials)

The Proposed T&M Fee is Not to Exceed in the amount of \$196,439.00 (Excluding applicable NMGRT%). We propose to lead this task order out of our Las Cruces, NM Office (using City of Hobbs, NMGRT at 6.5625%, per Client's contract).

400.100 – Project Management & Coordination	\$ 34,079.00
400.200 – Final Drainage Design	\$ 13,380.00
400.300 – Design Oversight and Quality Control/Assurance	\$ 7,852.00
400.400 – Design Drawings	\$118,642.00
400.500 – Railroad Coordination	\$ 7,136.00
400.600 – Traffic Signal Coordination	\$ 10,600.00
400.700 – Survey Services	\$ 4,750.00
Sub-Total Fees excluding NMGRT%:	\$196,439.00
Applicable City of Hobbs, NMGRT @ 6.5625%:	\$ 12,891.31
<b>Total Fees including NMGRT @ 6.5625% (subject to change):</b>	<b><u>\$209,330.31</u></b>

February 19, 2026  
Mr. Toby Spears, Finance Director  
Page 2 of 2

Reference: RFP No. 538-23 – College Lane Widening & Realignment – Final Design Phase 1

Please do not hesitate to contact Gene Paulk, Project Manager, at (505) 313-1240 or via email at [Gene.Paulk@stantec.com](mailto:Gene.Paulk@stantec.com) if you have any questions or need additional information. We look forward to working with you.

Sincerely,

**Stantec Consulting Services Inc.**



**Gabby Contreras-Apodaca, PE**

Principal  
DL: (575) 520-9171  
[Gabby.Contreras-Apodaca@stantec.com](mailto:Gabby.Contreras-Apodaca@stantec.com)

Cc: Mr. Todd Randall, Assistant City Manager, [trandall@cityofhobbsnm.org](mailto:trandall@cityofhobbsnm.org)

Attachments: Stantec Appendix A, Stantec Fee Estimate, Stantec 2026 Billing Rate Schedule, Subconsultant Fee Proposal

### Terms and Conditions

The Terms and Conditions for this project are applicable to the Terms and Conditions listed in Contract No. 2023-75, Professional Services Agreement, between the City of Hobbs, NM and Stantec Consulting Services Inc., effective March 20, 2023.

X

---

**Authorized by:**  
City of Hobbs, NM  
Signing Authority

---

Printed Name

---

Date

## APPENDIX A

### SCOPE OF WORK

**City of Hobbs, NM**

**RFP No. 538-23  
College Lane Widening & Realignment Project**

#### **College Lane Final Design Phase 1**

This Appendix A is for the RFP No. 538-23 College Lane Final Design Phase 1, between the City of Hobbs, NM, hereinafter referred to as the “City” and Stantec Consulting Services, Inc., hereinafter referred to as “Stantec”, describes scope of work that Stantec shall provide for the development of the Engineering Design for College Lane from NM 18 to approximately 500 feet east of the College Lane/Bensing Road intersection and including new traffic signals at the NM 18/Business Park Blvd/College Ln intersection. The project also includes the design for reconstruction of a portion of Industrial Drive and the Industrial Dr/Business Park Blvd intersection.

The scope of professional services associated with this Project will consist of the following:

#### **A. SCOPE OF WORK**

##### **Task 400.100 Project Management and Coordination**

This task will consist of internal Stantec team update meetings, bi-weekly status meetings with City staff, plan review meetings, and general contract/team management.

##### **Deliverables:**

- Monthly progress invoices and reports.
- Electronic copy (PDF) of minutes of meetings with the City

##### **Task 400.200 Final Drainage Design**

Stantec will complete the storm sewer system design for this phase of the project based on the drainage analysis completed in previous project phases. The work includes designing a detention pond on the northeast corner of the College Lane/Bensing Road intersection.

**Deliverables:** Storm sewer and detention pond design sheets included in 90% project plans, engineer stamped storm sewer and detention pond design sheets included in final plans.

##### **Task 400.300 Design Oversight and Quality Control/Assurance**

This task will consist of internal Stantec senior engineering staff oversight and review of work as it progresses.

##### **Task 400.400 Design Drawings**

This task includes the final design, compliant with the 2019 NMDOT Specifications for Highway and Bridge Construction and any applicable City of Hobbs Standards, with a review submittal at 90% and 100%. This task will include the preparation of a construction plan set and a construction cost estimate for the project at the 90% and 100% design submittals.

Stantec proposes holding a virtual design meeting with the City (and Watco Railroad & NMDOT staff if applicable) upon completion of the 90% milestone to discuss project design and answer any questions. A formal review will be requested of the City, (NMDOT & Watco) at the 90% milestone. It is assumed that comments will be received from each reviewer within 14 days of submittal. This meeting is expected to last approximately two hours, and the purpose is to discuss the intent of the design and answer questions.

This task also includes coordination with Excel Energy for the inclusion of Streetlights in the project design.

Upon receipt of comments from the 90% plan set, Stantec proposes to hold a virtual 100% design meeting to ensure all comments are addressed prior to final deliverable.

This task incorporates the submission of the final plan set, final construction cost estimate, and acquisition of five required certifications (Environmental-, ROW, Utilities, Railroad, ITS)

**Deliverables:**

- One electronic copy (PDF) of the progress construction plan set and construction cost estimate to be submitted at the 90% milestone.
- One electronic copy (PDF) of the progress construction plan set and construction cost estimate to be submitted at the Final Design milestone.

**Task 400.500 Railroad Coordination**

This task will consist of correspondence and coordination with Watco Railroad, the NMDOT Transit & Rail Division, NMDOT District 2, and City staff, as necessary.

**Deliverables:**

- Electronic copy (PDF) of meeting minutes.

**Task 400.600 Traffic Signal Coordination**

This task will consist of correspondence and coordination with the NMDOT Traffic Technical Support Section, NMDOT District 2, and City staff, as necessary.

**Task 400.700 Survey Services**

This task will consist of revising the claim of exemption plat for the drainage pond (Navarette property) near the College Ln/Bensing Rd intersection. This task also includes developing a right-of-way vacation plat for a portion of Adell Drive adjacent to the Milagro property.

**Deliverables:**

- Revised Claim of Exemption plat for ponding area.
- Right of way vacation plat for Adell Drive.

**B. Assumptions**

- Stantec Consulting Services Inc. shall be entitled to reasonably rely upon the information and data provided by the City or obtained from generally acceptable sources within the industry without independent verification, except to the extent such verification is expressly included herein.
- The data provided to Stantec by the City will be at no cost to Stantec.
- Stantec will coordinate with the City of Hobbs and NMDOT to acquire the required five certifications.

- Coordination to obtain a NMDOT Environmental Certification is limited to completion and submission of the Level of Effort Form and an Initial Site Assessment (ISA) Letter.

### **C. Exclusions**

- Additional exhibits or documents not specifically outlined herein.



**SCHEDULE OF BILLING RATES – 2026**



Billing Level	Hourly Rate	Description															
3	\$119	<b>Junior Level position</b> <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods, and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years' experience															
4	\$133																
5	\$145																
6	\$150	<b>Fully Qualified Professional Position</b> <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years' experience															
7	\$158																
8	\$164																
9	\$177	<b>First Level Supervisor or first complete Level of Specialization</b> <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine years' experience															
10	\$183																
11	\$197																
12	\$203	<b>Highly Specialized Technical Professional or Supervisor of groups of professionals</b> <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short- and long-range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years' experience with extensive, broad experience															
13	\$212																
14	\$223																
15	\$251	<b>Senior Level Consultant or Management</b> <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years' experience with extensive experience															
16	\$285																
17	\$295																
18	\$302	<b>Senior Level Management under review by Vice President or higher</b> <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Responsible for long range planning within a specific area of practice or region <input type="checkbox"/> Makes decisions which are far reaching and limited only by objectives and policies of the organization <input type="checkbox"/> Plans/approves projects requiring significant human resources or capital investment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, fifteen years' experience with extensive professional and management experience															
19	\$311																
20	\$324																
21	\$337																
<b>Survey Crews</b>		<table border="1"> <thead> <tr> <th>Crew Size</th> <th>Regular Rate</th> <th>Overtime Rate</th> </tr> </thead> <tbody> <tr> <td>1-Person</td> <td>\$130</td> <td>\$155</td> </tr> <tr> <td>2-Person</td> <td>\$190</td> <td>\$235</td> </tr> <tr> <td>3-Person</td> <td>\$235</td> <td>\$300</td> </tr> <tr> <td>4-Person</td> <td>\$340</td> <td>\$425</td> </tr> </tbody> </table>	Crew Size	Regular Rate	Overtime Rate	1-Person	\$130	\$155	2-Person	\$190	\$235	3-Person	\$235	\$300	4-Person	\$340	\$425
Crew Size	Regular Rate	Overtime Rate															
1-Person	\$130	\$155															
2-Person	\$190	\$235															
3-Person	\$235	\$300															
4-Person	\$340	\$425															

Expert Witness Services carry a 50% premium on labor. Overtime may be charged at 1.5 times the standard billing rate. All labor rates will be subject to annual increase.

squarerootservices.net  
7921 N World Dr  
Hobbs, NM 88242  
(575) 231-7347



February 16, 2026

Via e-mail: Gene.Paulk@stantec.com

Gene Paulk, P.E.  
Senior Transportation Engineer  
Stantec Consulting Services Inc.  
3831 E Lohman Avenue Suite 200  
Las Cruces NM 88011-8447

Re: Hobbs, NM – College Lane Widening and Realignment - Phase I (Final Design) Right of Way Vacation and Land Division Surveying Services

Dear Gene:

Square Root Services, LLC (SRS) is pleased to submit this proposal for additional services to support Stantec with the College Lane Widening and Realignment Project (approx. 2.5 miles).

## **Project Scope of Work**

### **Right of Way and Land Division Surveying Services**

- Revised claim of exemption plat to update new drainage tract size. Update existing plat.
- Right of way vacation plat for Adell Drive.

## **Deliverables**

### **Deliverables**

- The following deliverables will be provided for the project:
  - Revised Claim of Exemption plat for ponding area.
  - Right of way vacation plat for Adell Drive.

**Professional Services:**

Revised Claim of Exemption Plat		\$1,250.00
Right of Way Vacation Plat		\$3,500.00
NTTC – no taxes		
<b>Total of all Tasks</b>		<b>\$4,750.00</b>

Square Root Services maintains professional liability coverage in the amount of \$2,000,000 per occurrence, with an aggregate of \$2,000,000.

Thank you for the opportunity to provide this proposal and the subsequent professional services. Please do not hesitate to contact me with any questions.

Sincerely,



Evan Pointer, PS  
 Square Root Services, LLC

Acceptance of the pricing and terms of this proposal is signified by your approval below.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Date



**CITY OF HOBBS**  
STAFF SUMMARY FORM

MEETING DATE:  
**March 16, 2026**

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**SUBJECT:** Resolution No. 7747 - Approving an Affordable Housing Development Agreement Between the City of Hobbs and Habitat for Humanity of Hobbs

**DEPT OF ORIGIN:** Planning

**DATE SUBMITTED:** 3/5/2026

**SUBMITTED BY:** Todd Randall, Assistant City Manager, Angel Zamora, Planning Project Manager

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**Summary:**

Habitat for Humanity of Hobbs is developing an affordable housing subdivision within Spears Subdivision First Addition located near Copper Street and Fowler Street. The project proposes construction of up to fourteen (14) owner-occupied affordable housing units.

During the 2025 Legislative Session, the State of New Mexico awarded the City of Hobbs \$860,000 in grant funding to support development of affordable housing within the City. The proposed Development Agreement establishes the terms for distributing these funds to Habitat for Humanity for eligible project costs.

The Development Agreement provides reimbursement based upon construction milestones for infrastructure, foundation construction, and residential construction materials associated with the development of affordable housing units. Reimbursement is capped at \$61,429 per lot, subject to available grant funding and verification of milestone completion.

Homes constructed under this program will be subject to recorded deed restrictions requiring the properties to remain owner-occupied affordable housing for a period of fifteen (15) years, consistent with the City's Affordable Housing Ordinance and the New Mexico Affordable Housing Act.

A previous Development Agreement for this project was approved by the City Commission under Resolution No. 7651. The proposed Resolution repeals the prior resolution and replaces it with the updated Development Agreement.

---

**Fiscal Impact:**

Funding for this agreement is provided through a State of New Mexico affordable housing grant in the amount of \$860,000. No additional City funds are required. This is budgeted in 21-4021-44901-00406 with an offsetting grant revenue amount.

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**Attachments:**

Reso - DA Habitat final

2026 Habitat Development Agreement 2-5-26 V4

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**Recommendation:**

Motion to approve the resolution.

---

**Approved By:**

Todd Randall, Assistant City Manager	03/05/2026
Toby Spears, Finance Director	03/06/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	03/09/2026
Manny Gomez, City Manager	03/13/2026

CITY OF HOBBS

RESOLUTION NO. 7747

**A RESOLUTION APPROVING AN AFFORDABLE HOUSING DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HOBBS AND HABITAT FOR HUMANITY OF HOBBS FOR DEVELOPMENT OF AFFORDABLE HOUSING WITHIN SPEARS SUBDIVISION FIRST ADDITION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND REPEALING RESOLUTION NO. 7651**

**WHEREAS**, the City of Hobbs has adopted an Affordable Housing Ordinance pursuant to the New Mexico Affordable Housing Act, NMSA 1978 §6-27-1 et seq.; and

**WHEREAS**, Habitat for Humanity of Hobbs proposes to construct up to fourteen (14) affordable housing units within Spears Subdivision First Addition in Hobbs, New Mexico; and

**WHEREAS**, the State of New Mexico has awarded grant funding in the amount of \$860,000 to support development of affordable housing within the City; and

**WHEREAS**, the proposed Development Agreement establishes milestone reimbursements for eligible infrastructure and residential construction costs, not to exceed \$61,429 per lot, subject to available grant funding and affordability restrictions.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOBBS, NEW MEXICO:**

1. The City Commission approves the Affordable Housing Development Agreement between the City of Hobbs and Habitat for Humanity of Hobbs for the development of affordable housing within Spears Subdivision First Addition.
2. The City Manager is authorized to execute the Development Agreement and related documents.
3. Resolution No. 7651, previously approving a development agreement for this project, is hereby repealed and replaced.

**PASSED, ADOPTED AND APPROVED** this 16<sup>th</sup> day of March, 2026.

---

JONATHAN SENA, Mayor

ATTEST:

---

JAN FLETCHER, City Clerk

## AFFORDABLE HOUSING GRANT AGREEMENT

THIS AGREEMENT, made and entered into on this 16<sup>th</sup> day of March, 2026 by and between the City of Hobbs, New Mexico, hereinafter called "CITY" and **Habitat for Humanity of Hobbs, with principal offices at 301 E. Navajo Dr., Hobbs, NM 88240** hereinafter called "CONTRACTOR".

### 1. PROJECT DESCRIPTION

Habitat for Humanity of Hobbs, a qualified grantee in accordance with the City's Municipal Code Chapter 13, Divisions 2: Affordable Housing General Oversight Ordinance and the State of New Mexico Affordable Housing Act, will construct an affordable housing subdivision commonly known as Spears Subdivision First Addition and more specifically described in Exhibit "C" attached hereto a made a part hereof (hereinafter referred to as "Property"). Funding under this Agreement in an amount up to \$860,000 will be used for costs associated with infrastructure improvements and residential construction necessary to support the development of affordable housing units within the Spears Subdivision First Addition project.

### 2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as set forth in Exhibit A, attached hereto and made a part of this Agreement.

### 3. APPROPRIATIONS

The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Commission for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Commission, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

### 4. COMPENSATION

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount not to exceed \$860,000 including applicable taxes or maximum of \$61,429 per lot developed. Payments shall be made only upon completion and verification of milestones described in Exhibit A.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

## 5. DEVOTION OF ADEQUATE TIME

CONTRACTOR will devote the necessary hours each week to the performance of project that are required by the CITY, and it will serve the CITY, diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

## 6. TERM AND SCHEDULE

This Agreement shall become effective on July 1, 2025, for a term of one (1) year through June 30, 2026. CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR in Exhibit B. All funds must be spent no later than June 30, 2026. Any funds remaining after the June 30, 2026, deadline may be forfeited.

## 7. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

## 8. CHANGES AND EXTRA SERVICES BY THE CITY

The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification. CONTRACTOR agrees that no increased change in price is authorized under this section without the CITY'S agreement to such change within the five (5) business work days authorized herein, regardless of (i) CONTRACTOR'S performance consistent with the requested change, (ii) notice to CITY of such performance, or (iii) CITY'S compliance or noncompliance with its written response requirement.

## 9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification. CONTRACTOR agrees that no increased change in price is authorized under this section without the CITY'S agreement to such change within the five (5) business work days authorized herein, regardless of (i) CONTRACTOR'S performance consistent with the requested change, (ii) notice to CITY of such

performance, or (iii) CITY's compliance or noncompliance with its written response requirement.

#### 10. DELAYS

In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

#### 11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

#### 12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

#### 13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

#### 14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

#### 15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

## 16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

## 17. INSURANCE

CONTRACTOR shall obtain and maintain at least the following insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain the same insurance during the life of the subcontracted work:

1. Commercial General Liability Insurance
  - a. \$1,000,000 per occurrence / \$2,000,000 aggregate
  - b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
  - c. The City of Hobbs must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
  - d. Coverage must be primary and non-contributory.
  - e. Coverage must be per project or per location.
  - f. Coverage must be on an occurrence form.
  - g. Subrogation must be waived.
2. Commercial Auto Liability
  - a. \$1,000,000 per occurrence
  - b. Coverage must be for "owned, leased, hired, and non-owned autos" or "any autos."
3. Workers' Compensation and Employers Liability
  - a. Statutory Limits
  - b. Employer liability – \$1,000,000 each accident, \$1,000,000 each employee by disease, \$1,000,000 policy limit
  - c. Subrogation must be waived.

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

## 18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.



### 23. SCOPE OF AGREEMENT

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

### 24. SEVERABILITY

The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

### 25. CONFLICT OF INTEREST

CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

(SIGNATURES ON NEXT PAGE)

HABITAT FOR HUMANITY HOBBS

CITY OF HOBBS

BY: \_\_\_\_\_  
Richard Sanchez  
Executive Director

BY: \_\_\_\_\_  
Manny Gomez  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

# **EXHIBIT A**

## **SCOPE OF WORK and MILESTONE SCHEDULE**

Habitat for Humanity Hobbs, a qualified grantee in accordance with the City's Municipal Code Affordable Housing Ordinance and the State of New Mexico Affordable Housing Act, will design and construct an affordable housing subdivision.

Funding under this agreement up to \$860,000.00 will be used for Costs associated with infrastructure improvements and residential construction necessary to support the development of affordable housing units in the Spears Subdivision First Addition to be located at near Copper St. and Fowler St, Hobbs, New Mexico 88240 and more specifically described on the attached Exhibit "C". All Lots will require a lien in the form of a Deed Restrictions and Restrictive Covenants Agreement, attached on Exhibit "D". *Exhibit "D" maybe substituted with updated provisions as necessary to the City's benefit.*

For the purposes of this agreement and disbursements of the funds shall be per the milestones defined below:

### **Milestone Payment Schedule**

Habitat for Humanity – Spears Subdivision First Addition Development

- The City of Hobbs ("City") shall reimburse Habitat for Humanity of Hobbs, NM Area ("Habitat") for eligible development and construction costs associated with the development of fourteen (14) affordable housing units located within the Habitat Spears Subdivision First Addition Development (the "Project").
- Total reimbursement under this Agreement shall not exceed Eight Hundred Sixty Thousand Dollars (\$860,000) and shall be distributed based upon the completion of the milestones described below.
- Each lot shall be eligible for a maximum reimbursement of Sixty-One Thousand Four Hundred Twenty-Nine Dollars (\$61,429), subject to available grant funds and verification of milestone completion.

### **Section 1 – Infrastructure Development Milestone**

- Upon verification by the City that subdivision infrastructure serving the Project has been completed, Habitat shall be eligible to receive reimbursement in the amount of:
  - Twenty-Five Thousand Dollars (\$25,000) per lot
  - Infrastructure improvements may include, but are not limited to:
    - Water and wastewater utilities
    - Electric, telecommunications, and other underground utilities
    - Roadway and alley construction
    - Sidewalks and ADA ramps
    - Engineering and surveying services
  - Other improvements necessary to serve the residential lots within the Project
- Infrastructure improvements completed prior to execution of this Agreement may be eligible for reimbursement provided the City verifies that such improvements directly serve the Project.

**Section 2 – Foundation Milestone**

- Upon completion of the concrete foundation or slab for an individual residential unit and verification of inspection approval by the City of Hobbs Building Inspections Division, Habitat shall be eligible to receive reimbursement in the amount of:
- Ten Thousand Dollars (\$10,000) per lot
- Documentation may include inspection reports, photographs, or other verification acceptable to the City.

**Section 3 – Vertical Construction Costs Milestone**

- Upon verification that Habitat has incurred documented costs for vertical construction of a residential unit, including delivery or installation of building materials or construction components associated with the unit, Habitat shall be eligible to receive reimbursement in an amount not to exceed:
- Twenty-Six Thousand Four Hundred Twenty-Nine Dollars (\$26,429) per lot
- Eligible costs may include, but are not limited to:
- Framing lumber and structural components
- Roof trusses and roofing materials
- Windows and exterior doors
- Plumbing, electrical, and HVAC rough-in materials
- Other construction materials necessary for completion of the residential structure
- All reimbursement requests must be supported by documentation demonstrating that costs have been incurred and are attributable to the specific lot for which reimbursement is requested.

**Section 4 – Maximum Reimbursement Per Lot**

- Total reimbursement for any individual lot shall not exceed:

Milestone	Amount
Infrastructure Development	\$25,000
Foundation Completion	\$10,000
Vertical Construction Costs	\$26,429
Total Maximum Per Lot	\$61,429

**Section 5 – Payment Procedures**

- Habitat shall submit requests for payment to the City of Hobbs in accordance with procedures established by the City and consistent with applicable state grant requirements.
- Payments shall be subject to the availability of grant funds and shall not exceed the amount of grant funding made available to the City of Hobbs for the Project.

# EXHIBIT B

## SCHEDULE

Construction timeline after agreement execution:

1. All Public infrastructure in Place by January 1<sup>st</sup>, 2026
2. All Foundations and Slab work complete by May 15<sup>th</sup>, 2026
3. All Materials purchased and stored by June 1<sup>st</sup>, 2026

The schedule may be amended upon written request by the CONTRACTOR and approval by the CITY.

All funds must be expended by June 30, 2026.

# EXHIBIT C

**SPEARS SUBDIVISION FIRST ADDITION  
WITHIN SECTION 22 TOWNSHIP 18 SOUTH, RANGE 38 EAST  
NEW MEXICO PRINCIPAL MERIDIAN, NEW MEXICO**

A certain parcel of land being Lea County Parcel situate within Section 22, Township 18 South, Range 38 East, New Mexico Principal Meridian, Hobbs, New Mexico, and being more particularly described by metes and bounds as follows:

Summary Replat of Lots 1, 2 and 3, Block 1 Spears Subdivision First Addition, City of Hobbs, Lea County, New Mexico.

Lots 1-14

<u>Lot</u>	<u>Lea County Parcel ID No.'s</u>
1	4000020090001
2	4940506095416
3	4940506100606
4	4941205110742
5	4941205121745
6	4941205122032
7	4941205122253
8	4941205122459
9	4941205122459
10	4941205123714
11	4941205123910
12	4941205124604
13	4941205124814
14	4941205125124



# EXHIBIT D

## CITY OF HOBBS AFFORDABLE HOUSING DEED RESTRICTIONS AND COVENANTS AGREEMENT

Date: \_\_\_\_\_, 2026

\_\_\_\_\_, a person, ("Owner") for consideration paid, grants to the City of Hobbs, a New Mexico municipal corporation, having a mailing address 200 E. Broadway, Hobbs, NM 88240 ("Lender"), the following described real estate in Lea County, New Mexico ("Property"), which has a Lea County Parcel ID of \_\_\_\_\_ an address of \_\_\_\_\_, Hobbs, NM 88240, and which is more particularly described as follows in Exhibit "A" attached hereto and made a part hereof. If there is a conflict between the legal description and the Property address, the legal description shall control.

### Deed Restrictions

This Deed Restrictions and Covenants Agreement ("Agreement") secures; (1) the performance of all of Owner's obligations and agreements are contained within this agreement; (2) the conditions and obligations imposed upon the use of the Property are contained herein; and (3) the performance of the following obligations and is upon the statutory Deed Restrictions condition for the breach of which it is subject to foreclosure as provided by law;

- A. This instrument and these restrictions are subordinate to the rights and liens, if any, under any valid outstanding Mortgage/Deed of Trust, currently of record. Foreclosure of such prior recorded lien or transfer in lieu of foreclosure shall extinguish this instrument and these restrictions; However, if any time following foreclosure by a lender or other transfer in lieu of foreclosure, but still during the term of the Affordability Period, the owner of record prior to the foreclosure or deed-in-lieu of foreclosure, or any newly formed entity that includes the former owner, or those with whom the former owner has family or business ties, in the Property the Affordability Period shall be revived according to its original terms.
- B. In the event of a refinancing during the Affordability Period, the Property must continue to be subject to these deed restrictions; however, the initial date hereof will continue as the baseline for the Affordability Period.
- C. The provisions of this instrument are hereby declared covenants running with the land and are fully binding on any successors, heirs, and assigns of Owner who may acquire any rights, title, or interest in or to the Property, or any part of

it. Owner, its successors, heirs, and assigns hereby agree and covenant to abide by and fully perform the provisions of this instrument.

This Agreement secures all future advances of funds to Owner by Lender in connection with this Agreement, and the lien of each such advance will relate back to the date of recordation of this Agreement.

### **Restrictive Covenants**

This Agreement restricts the use of each lot on the Property, and is in consideration of a subsidy from Lender to Owner, through the Agent, **Habitat of Humanity Hobbs** in the amount of **XXX (\$XXX)** ("Affordable Housing Grant/Grants") for payment of Infrastructure improvements necessary for lot development and Affordable Housing Unit Construction. The Affordable Housing Grant will be made to the Owner through the Agent pursuant to Hobbs Affordable Housing Municipal Code, as amended from time to time, and can be made to Owner only if Owner agrees to the restrictions and requirements set forth herein.

In consideration of the Grant and of the mutual covenants and understandings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender and Owner agree as follows:

Affordability. Owner shall maintain the Property as Owner-occupied, single family residential property for residential purposes only, until the expiration of the Affordability Period of 15 years. The Affordability Period will begin on the date of the execution of this Deed Restrictions and Covenants Agreement.

Owner Occupied. Annually during the Affordability Period, upon request from their agent Habitat for Humanity, or its assigns, the owner(s) is required to provide documentation to their agent confirming the owner is occupying the unit as their principal residence. If, at any time during the term of the Affordability Period, the Property ceases to be the principal residence of Owner, whether through sale of the Property or otherwise, the Owner agrees to reimburse the City of Hobbs for the full amount of Affordable Housing funds granted under this agreement. The Owner further represents and warrants that his/her family, if any, and the Owner met income eligibility requirements at the time the Contract to purchase the unit was executed with the Agent, Habitat for Humanity.

Default. Owner agrees that any default under the terms of the Grant, as those terms are set forth in this Agreement and executed contemporaneously herewith, or under the terms of any other mortgage or encumbrance on the Property, whether superior to or junior to this Agreement, will constitute a default under this Agreement and shall cause the full amount of the Affordable Housing Grant to become due and payable to the Lender.

