



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

Monday, April 6, 2026 - 6:00 PM

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

AGENDA

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

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the March 16, 2026, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

2. Proclamation Proclaiming the Month of April, 2026, as "FAIR HOUSING MONTH" in the City of Hobbs (*Julie Nymeyer, Executive Assistant*)
3. Proclamation Proclaiming April 6, 2026, as "SAMUEL PAGES DAY" in the City of Hobbs (*Jonathan Sena, Mayor*)

4. Proclamation Proclaiming April 6, 2026, as "LINEMEN APPRECIATION DAY" in the City of Hobbs (*Jonathan Sena, Mayor*)
5. Proclamation Proclaiming April 12 - 18, 2026, as "NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK" in the City of Hobbs (*Jonathan Sena, Mayor*)

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

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

6. Resolution No. 7748 - Authorizing the Mayor to Grant a Special Noise Variance to the Noise Ordinance for the Cinco de Mayo Festival to be Held on Saturday, May 2, 2026, at 300 East Broadway (*Jan Fletcher, City Clerk*)
7. Resolution No. 7749 - Authorizing Adoption of the Required Community Development Block Grant (CDBG) Annual Certifications and Commitments (2026) (*Todd Randall, Assistant City Manager*)
8. Resolution No. 7750 - Consideration of Approval of the Final Plat for the Salgado Investment Properties Subdivision (4 Tracts) (*Todd Randall, Assistant City Manager*)
9. Resolution No. 7751 - Consideration of Approval of Development Agreement for Berry & Gomez LLC (*Todd Randall, Assistant City Manager*)
10. Consideration and Approval of Bid No. 1628-26 to Furnish a Self-Contained Valve Maintenance Trailer and Recommendation to Accept Bid from E.H. Wachs in the Amount of \$105,742.50 (*Todd Randall, Assistant City Manager*)
11. Consideration of Approval of RFP 557-26 for Professional Construction Observation and Inspection Services and Recommendation to Award Agreements to Wilson Independent Ops, Parkhill, Smith & Cooper, Freese and Nichols, Square Root Services, and Pettigrew & Associates (*Todd Randall, Assistant City Manager*)

DISCUSSION

12. WIPP Transportation Routing Update

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

13. PUBLIC HEARING: Resolution No. 7752 - Concerning the Transfer of Ownership and Location of Dispenser Liquor License No. DIS-001127 from Hotel Artesia, LLC, to Rielero Investments, LLC, Located at 1912 North Grimes, Hobbs, New Mexico (*Medjine Desrosiers-Douyon, Deputy City Attorney*)
14. Consideration of Approval of Task Order # 4 to InfrastructureRehab USA utilizing RFP 548-24, (Manhole Rehabilitation Project) (*Todd Randall, Assistant City Manager*)
15. Consideration of Approval of Generator Replacements for Wells 11 & 12, and 27 utilizing a CES contract with Kirkmeyer Electric (*Todd Randall, Assistant City Manager*)
16. Consideration of Award of Professional Services Contract to Smith Engineering Company for the Mills Neighborhood Street Reconstruction Project. (CES Contract No. 30-80500-22-16991) (*Todd Randall, Assistant City Manager*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

17. Next Meeting Dates:

City Commission Regular Meetings

- Monday, April 20, 2026, at 6:00 p.m.
- Monday, May 4, 2026, at 6:00 p.m.
- Monday, May 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:
April 6, 2026

SUBJECT: Minutes of the March 16, 2026, Regular Commission Meeting

DEPT OF ORIGIN: City Clerk

DATE SUBMITTED: 3/23/2026

SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Minutes of the regular Commission meeting held on March 16, 2026.

Fiscal Impact:

N/A

Attachments:

March 16, 2026 - Minutes

Recommendation:

Motion to approve the minutes.

Approved By:

Jan Fletcher, City Clerk 03/24/2026

Manny Gomez, City Manager 03/24/2026

Minutes of the regular meeting of the Hobbs City Commission held on Monday, March 16, 2026, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also broadcast via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

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

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

Also present:

Manny Gomez, City Manager
Todd Randall, Assistant City Manager
Medjine Desrosiers-Douyon, Deputy City Attorney
Ayana Estrada, Deputy City Attorney
Wade Lyons, Acting Police Chief
Ricky Guerrero, Police Captain
Jessica Silva, Code Enforcement Superintendent
Adam Marinovich, Deputy Fire Chief of Support
Lou Maldonado, Parks Superintendent
Matt Hughes, Rockwind Superintendent
Evelyn Nunez, Event Coordinator
Chad Littlejohn, Marketing Coordinator
Doug McDaniel, Recreation Director
Nichole Lawless, Library Director
Bobby Arther, Municipal Judge
Toby Spears, Finance Director
Deborah Corral, Assistant Finance Director
Tracy South, Assistant Human Resources Director
Selena Estrada, Risk Management
Bill Griffin, WWRF Superintendent
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
18 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Gerth moved the minutes of the regular meeting of March 2, 2026, be approved as written. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Sena yes. The motion carried.

Proclamations and Awards of Merit

Mayor Sena proclaimed Monday, March 16, 2026, as “HOBBS HIGH SCHOOL DIVING TEAM DAY” in the City of Hobbs. He introduced Ms. Cynthia Calderon, Swim Coach, who in turn introduced her assistant coach, Mr. Nathan Collins. Ms. Calderón shared she and Mr. Collins had long discussed coaching together, and she expressed her gratitude that this goal has now become a reality.

Mayor Sena recognized two outstanding members of the Hobbs High School diving teams, Tsunami Dive and HHS Dive. He stated Mr. Alfredo Hernandez, a junior, earned the championship title in the one-meter diving event, while Ms. Kinley Gonzales, a sophomore, became the first female diver from Hobbs to win a state title. He highlighted Alfredo’s relentless work ethic and dedication to mastering increasingly difficult dives, as well as Kinley’s remarkable poise, confidence, and competitive excellence. Mayor Sena noted their exceptional performances make them truly deserving of this special recognition and the honor of having a day dedicated to their achievements.

Mr. Manny Gomez, City Manager, recognized the following employee for her Milestone Service Awards for the month of March, 2025:

- 5 years - Courtney Packer, Legal Department

Mr. Gomez thanked the Commission for the opportunity to recognize Ms. Packer. He expressed gratitude for her hard work and dedication. He also thanked her family for their support and contributions to the organization.

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.

Mayor Sena recognized Mr. Ken Goetz, Vice President and General Manager of Zia Park Casino, and a new member of the Lodgers' Tax Advisory Board. Mr. Goetz stated he, along with his wife and children, are very excited to be in Hobbs. He added that he looks forward to contributing to the community and serving on the board.

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

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

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

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

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

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

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

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

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

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

Discussion

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

Senator David Gallegos provided a brief overview of the 2026 Legislative Session. He began by addressing the situation surrounding the hiring process for the City's Police Chief. He expressed his appreciation for Lea County's efforts to hold both youth and adults accountable, noting that what happens within the community impacts everyone. He went on to discuss several bills that were passed, as well as others that did not advance. Among them, he highlighted Senate Bill 30, which he stated restricts certain information from being accessible to taxpayers, including abortion-related death statistics in New Mexico.

Senator Gallegos noted the leadership of the House and Senate worked collaboratively to strategize on advancing beneficial legislation while preventing unfavorable bills from passing. He added that Senate Bill 30 was particularly concerning to him, as he believes it limits transparency and shields important information from the public.

Senator Larry Scott summarized the 30-day Legislative Session as a mix of accomplishments and unfinished efforts. He noted the medical malpractice reform was passed as a compromise aimed at attracting more physicians to New Mexico, though he does not believe it fully resolves the issue. He also discussed Senate Bill 18 which would have codified the Governor's zero-emissions mandate by 2050, expressing concern it would have negatively impacted Southeast New Mexico's oil-producing communities.

Additionally, he mentioned Senate Bill 17, a proposed gun control measure that ultimately did not advance to the Governor's desk due to differing viewpoints among legislators. Senator Scott concluded by commenting on the \$11.3 billion budget, stating he and his colleagues do not feel the increased spending has made the state significantly safer, more efficient or more economically improved.

Representative Randy Pettigrew reflected on his reasons for running for office, emphasizing a commitment to constitutional principles, personal beliefs and improving constituents' quality of life. He highlighted concerns about New Mexico's growing budget, noting that recurring funding could rise significantly and create future financial challenges unless spending is reduced. He stressed the importance of securing funding for infrastructure and housing in Lea County, particularly Hobbs, and expressed a desire to work with local leaders to find solutions. He also acknowledged both successes and political maneuvering during the Legislative Session. He concluded by underscoring the importance that public service should be driven by a desire to make a difference, not financial gain.

Representative Elaine Sena-Cortez thanked the Commission for its support and summarized her Legislative work during the session. She served on the Energy, Health and Human Services Committees and carried 30 bills (17 as primary sponsor and 13 as co-sponsor) focused on tax relief, oil and gas policy, gross receipts tax (GRT) reform, K–12 funding, and medical issues. Three of her sponsored bills, the medical malpractice reform, the Oil and Gas Tax Conservation Fund, and the Social Work Licensure Compact, were signed into law. She highlighted securing funding for local projects, including \$2 million for infrastructure, \$500,000.00 for housing assistance, and additional funds for animal control and domestic violence support. She also noted efforts to bring interim Legislative committees to the area and her continued push to pass the GRT bill to return more funds to Lea County. Ms. Sena-Cortez emphasized key Legislative wins, commitment to transparency, and her ongoing priorities: public safety, affordability, supporting the oil and gas industry, and advocating for families, conservative values, and constitutional freedoms.

Mayor Sena thanked the Representatives and Senators for attending and sharing insights from the Legislative Session, noting their updates are highly informative. He stated Capital Outlay funding is a valuable investment in Hobbs, particularly for road improvements, law enforcement, the animal adoption facility, affordable housing and sewer infrastructure, all of which help move the community forward. He stated collaboration is key and each day they strive to find common ground and work together to take progress even further.

Action Items

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

Mr. Farley Vener, a Certified Public Accountant with Hinkle and Landers, P.C., presented a summary of the City's Fiscal Year 2025 audit results to those charged with governance. He outlined the audit scope which included issuing an opinion on the financial statements, conducting the single audit of federal awards and evaluating the City's accounting policies. He explained the audit follows a risk-based approach with procedures tailored each year based on identified risks.

Mr. Vener also reviewed non-attest services and independent safeguards, audit limitations related to fraud and required auditor communications. He stated the audit process is designed to be appropriate, transparent and consistent with GAAP and GASB standards. In discussing the results, he noted the City received an unmodified (clean) audit opinion along with some significant and material findings. He also provided an overview of audit standards updates and key terminology. He concluded by thanking the City's finance team, recognizing the extensive effort required each year to complete the audit and provide necessary documentation.

Mr. Toby Spears, Finance Director, stated the City has worked with Hinkle and Landers, P.C., for eight years and praised the firm for its top-notch service. He emphasized the City's commitment to transparency, including regularly posting updates each Friday of how taxpayer funds are spent. He stated throughout his career, he has prioritized being open about how taxpayer funds are spent. He stated maintaining transparency and credibility is critical for Hobbs, particularly in supporting the City's ongoing reputation and to secure future funding opportunities.

Mr. Gomez echoed Mr. Spears' remarks and emphasized the City's commitment to transparency. He noted the City's financial information is available and updated weekly on the City of Hobbs' website and encouraged the public to view it. He stated as a governing body, the City takes its fiduciary responsibilities very seriously and works diligently to responsibly manage public funds.

There being no further discussion, Commissioner Calderón moved to accept and approve Resolution No. 7745 as presented. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Sena yes. The motion carried. A copy of the resolution is attached and a copy of the audit is on file in the City Clerk's Office.

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

Ms. Deborah Corral, Assistant Finance Director, reviewed Budgetary Adjustment #4 for FY 26, describing it as an interim adjustment to address and clean up various items. She explained the update includes reallocating \$1.7 million in revenue and adding \$5.5 million in expenses which slightly reduces the General Fund reserve from 32% to 31%. She noted the adjustments include reclassifying the communications budget to resolve issues related to Windstream, incorporating a \$1.4 million donation from a private trust, funding traffic signal repairs, and allocating funds for Phase 9 of a sewer line project approved at the previous Commission meeting.

There being no discussion, Commissioner Gerth moved to approve Resolution No. 7733 as presented. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Sena yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

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

Mr. Doug McDaniel, Recreation Director, explained RFP #558-26 for Senior Center meals. He stated the only bid received was from Great Western Dining which was deemed responsive, and earned a strong evaluation score of 90 out of 100 points.

He introduced Ms. Mary Puccio, Senior Center Director, to provide additional details on the meal delivery program and the recent increase in the number of meals served.

Ms. Puccio reported Senior Center meals currently cost \$5.64 each and will increase slightly to \$5.65 based on the new bid from Great Western Dining, a one-cent increase. She noted over the past four years, the total increase has been only \$0.19, with the last adjustment occurring in FY 2025. The program serves approximately 500 congregate meals and 750 home-delivered meals weekly.

She introduced Angie, the Food Service Director at Great Western Dining, and praised them for their quality service and compliance with dietary requirements under the Older Americans Act. In response to questions, Ms. Puccio shared the Meals on Wheels program has grown significantly, increasing from about 100 to 150 meals served. She also explained that meal portions follow state guidelines including three ounces of meat, two vegetables of about four ounces each, a salad and dessert, resulting in a well-balanced meal.

There being no further discussion, Commissioner Calderón moved to approve RFP #558-26 for Senior Meals and accept the proposal from Great Western Dining as presented. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Sena yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

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

Mr. Todd Randall, Assistant City Manager, explained the project which supports the development of the new Del Norte Middle School. He stated three quotes were received with Ramirez & Sons, Inc., submitting the lowest complete and responsive quote in the amount of \$283,943.36. Funding for the project is provided through the Lea County Housing Grant, similar to the funding used for the Calle Grande extension, and is expected to support future housing development within the corridor. The City of Hobbs will oversee construction of the Calle Grande and Del Norte Parkway intersection, improving connectivity along Calle Grande from Joe Harvey Blvd. to Millen Drive. The scope of work includes approximately 385 feet of Calle Grande, extending from the terminus of the Trinity Unit 1 Subdivision north to the Hobbs Municipal Schools Del Norte Middle School site. The primary entrance to the school will be located on Del Norte Parkway.

In response to Mayor Sena's question about the role of infrastructure in housing development, Mr. Randall explained upfront infrastructure costs can place a significant burden on developers and impact the feasibility of their projects. He stated if the City takes the initiative to complete these improvements in advance, such as

collector roadways, it reduces the financial strain on developers. He stated development agreements could include partial reimbursement to the City making projects more viable as many developers lack the capital to fund major infrastructure within their subdivisions.

There being no further discussion, Commissioner Mills moved to approve the project award for the Calle Grande / Del Norte Parkway Intersection Project to Ramirez & Sons, Inc., utilizing CES Contract No. 2026-06-G1139-56 as presented. Commissioner Fields seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Sena yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

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

Mr. Todd Randall, Assistant City Manager, reported the College Lane Widening and Realignment Project is moving into the Final Design for Phase 1. This phase will include full engineering design for improvements from Lovington Highway (NM 18) to approximately 500 feet east of the College Lane and Bensing Road intersection. The project also includes new traffic signals at the NM 18, Business Park Boulevard, and College Lane intersection, as well as reconstruction design for portions of Industrial Drive and its intersection with Business Park Boulevard. He stated Stantec is serving as the engineer of record for the project and the total cost for the design phase is \$209,330.31. Work is expected to begin upon issuance of the notice to proceed with a project timeline running from April 1, 2026, through December 31, 2026, in accordance with the submitted schedule.

In response to questions from Commissioners Gerth and Mills about why the project crosses Lovington Highway (NM 18), Mr. Randall explained the goal is to better align the subdivision with Business Park Boulevard. Using a map, he demonstrated that College Lane will be configured for right-turn-in and right-turn-out movements only, with a median installed to restrict certain turns at the intersection. He stated the location has already met the criteria for a traffic signal and confirmed the project is expected to go out for bid early next year.

There being no further discussion, Commissioner Smith moved to approve the Final Design for Phase 1 of the College Lane Widening and Realignment Project to Stantec Consulting as presented. Commissioner Calderón seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Sena yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

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

Mr. Todd Randall, Assistant City Manager, outlined a proposed affordable housing project consisting of up to 14 owner-occupied homes being developed near Fowler and Copper Streets in the Spears Subdivision First Addition. The project is being led by Habitat for Humanity of Hobbs and aims to expand affordable housing opportunities in Hobbs. He explained during the 2025 legislative session, the State of New Mexico awarded the City \$860,000.00 in grant funding to support the development. The proposed Development Agreement outlines how these funds will be distributed to Habitat for Humanity for eligible costs with reimbursements tied to construction milestones such as infrastructure, foundations and building materials. Funding is capped at \$61,429.00 per lot contingent on available funds and verified progress.

Mr. Randall noted each home will be subject to a 15-year deed restriction requiring owner occupancy in compliance with the City's Affordable Housing Ordinance and the New Mexico Affordable Housing Act. The new resolution would replace a previously approved agreement (Resolution No. 7651) with updated terms. He stated approximately \$25,500.00 per lot is allocated for infrastructure, covering not only City improvements but also utility-related work, including services associated with Xcel Energy and yard line connections.

In response to questions from Commissioners Smith and Fields, Mr. Richard Sanchez, Executive Director of Habitat for Humanity of Hobbs, explained there are approximately seven nearby acres available which are fenced and include a shop that can be used for storage. Regarding future development, he noted the organization plans to explore infill housing opportunities in the near future, potentially on the southeast or southwest sides of town. Mr. Sanchez expressed appreciation to the Commission and shared he is very impressed with the current plan in place.

There being no further discussion, Commissioner Gerth moved to approve Resolution No. 7747 as presented. Commissioner Calderón seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Sena yes. The motion carried. Copies of the resolution and agreement are attached and made a part of these minutes.

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

Commissioner Smith expressed his appreciation to the Legislative team for their presence and contributions to the discussion, and he also commended the Finance Department for their dedicated efforts and hard work.

Commissioner Calderón thanked the Finance Department for their hard work and ongoing support of the City's financial operations.

Commissioner Fields expressed his appreciation to the Finance Department for their hard work. He stated he ran for office to help improve the City of Hobbs, a community he deeply cares about, and emphasized that as an elected official, it is his responsibility to work toward making Hobbs better in every area. He also noted the level of service throughout Hobbs, from restaurants to car dealerships, should reflect the standards those businesses promote. He shared he had personally experienced several disappointing experiences over the past week at both an eatery and a car dealership where he was surprised by the manner in which he was greeted and treated.

Commissioner Mills praised the new restaurant, Joe's Italian Restaurant, noting that he has visited several times and consistently experienced excellent service.

Commissioner Gerth stated he appreciates when State Representatives and Senators attend meetings and provide updates on activities in Santa Fe, noting that it can be easy to lose track of State matters without regularly following the news. He thanked everyone for their attendance and expressed his continued appreciation to the Finance Department for their consistently excellent work.

Mayor Sena thanked the departments for the ongoing work in the Streets Department.

Mr. Gomez added to the Mayor's comment and stated work is underway on the pedestrian path at the intersection of Bender and Grimes, and he asked for the community's patience while the project is expected to last a couple of weeks. He encouraged residents to pay attention to and share social media alerts, as these updates help keep the public informed about street activity and allow motorists and pedestrians to navigate roadways safely and with awareness of those around them.

Mayor Sena further stated maintaining and caring for the City sends a clear message to both criminals and businesses that the community takes pride in its upkeep and is committed to high standards. He emphasized City staff is on the frontlines of these efforts and expressed his deep appreciation for their hard work and dedication.

Mayor Sena noted approximately \$10 million in roadwork projects are set to begin, acknowledging funding does not stretch as far as it once did. He stated the City will continue exploring all available options to support these efforts, including partnerships, state assistance, and foundation funding, while also recognizing the need to ensure adequate local funding for roads and infrastructure. He stated these improvements are essential for attracting quality retail development and maintaining public safety.

Mayor Sena encouraged the community to visit the newly painted artwork at the Martin Luther King Soccer Complex noting that public art brings hope to communities and enhances the beauty of the area.

Mr. Gomez stated a community cleanup event was held in Downtown Hobbs on Saturday, March 14, 2026. He expressed his appreciation to Ms. Evelyn Nunez, Events Coordinator, for consistently going above and beyond in coordinating these events. He added it was a pleasure to visit with the many volunteers in attendance, including SkillsUSA, the Hobbs Rotary Interact Club, NMJC, USW, Chevron and Pioneer Bank.

Mr. Gomez encouraged the community to participate in upcoming cleanup events scheduled for Saturday, March 28, 2026, at 9:00 a.m. at 3221 North Lovington Highway Walking Trail, and on April 11, 2026, at 9:00 a.m. at the intersection of West Temple Avenue and South Leech Street.

Mr. Gomez also noted for those unable to volunteer physically in keeping Hobbs Beautiful, there are opportunities available to provide input on future projects and initiatives. He emphasized the importance of community feedback and invited residents to attend a Community Meeting on Saturday, March 21, 2026, at the Hobbs Public Library, located at 509 West Shipp Drive.

Mr. Gomez reminded the public of the ongoing traffic project at the pedestrian island, sidewalk access, located at the intersection of Grimes Street and Bender Boulevard; and also reminded both the community and the Commission of the Strategic Goal Planning Session scheduled for Monday, March 30, 2026, at the CORE Banquet Room from 8:00 a.m. to 4:00 p.m.

Commissioner Gerth stated there is an ongoing issue with the railroad crossing at Marland Street, noting he has experienced concerns with it for the past 13 years. He stated the responsibility for addressing the issue should not fall on the City alone.

Mr. Todd Randall, Assistant City Manager, stated the railroad crossing is located on private property owned by the railroad; however, he is working with the State to secure funding for a project to address the issue. He stated this has been a significant concern for quite some time and although it has not yet been presented to the Commission, a plan is currently being developed. He stated the project will require both City and State funding.

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 7:45 p.m.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, fair and equal housing is a right guaranteed to all Americans; and

WHEREAS, the principle of fair and equal housing is a fundamental human entitlement; and

WHEREAS, all citizens have the right to live where they choose within their financial means; and

WHEREAS, people must not be denied housing because of race, color, religion, sex, national origin, handicap or family status; and

WHEREAS, we must, as individuals, assure equal access to housing for all in our communities; and

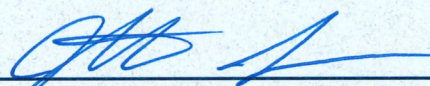
WHEREAS, the City of Hobbs acknowledges the importance of assuring fair and equal treatment to all citizens;

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

“FAIR HOUSING MONTH”

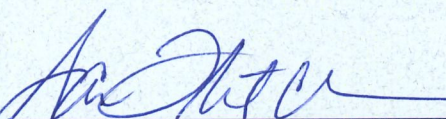
in the City of Hobbs.

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



JONATHAN SENA, Mayor

ATTEST:



JAN FLETCHER, City Clerk



Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, the Hobbs High School Wrestling Teams traveled to Rio Rancho to compete at the New Mexico State Wrestling Championships, representing their school and community with pride, determination, and excellence; and

WHEREAS, throughout the 2025–2026 wrestling season, the Hobbs Eagles Boys Wrestling Team captured their fourth consecutive District Championship, while the Girls Wrestling Team secured their third consecutive District Championship, demonstrating sustained excellence and commitment to their sport; and

WHEREAS, both teams achieved Top-4 finishes at their regional qualifying tournaments, earning the opportunity to compete at the state championships with 11 boys and 7 girls qualifying to represent Hobbs at the New Mexico State Wrestling Championships; and

WHEREAS, at the state tournament the Hobbs wrestlers brought home seven state medals, showcasing the strength, discipline, and competitive spirit of the program; and

WHEREAS, among these achievements, sophomore Samuel Pages accomplished a historic milestone by becoming the first non-senior in Hobbs Eagles history to win a state wrestling championship, a testament to his exceptional work ethic, resilience, and dedication throughout the 2025–2026 season; and

WHEREAS, Samuel Pages continues to demonstrate humility, determination, and a hunger for continued success which has made him the most decorated wrestler in Hobbs history; and

WHEREAS, the Hobbs community takes great pride in the achievements of these student-athletes, coaches, and supporters who represent their school with honor and inspire future generations of competitors;

NOW, THEREFORE, I Jonathan Sena, Mayor of the City of Hobbs, New Mexico, do hereby proclaim April 6th, 2026 as,

“SAMUEL PAGES DAY”

in the City of Hobbs and commend the Hobbs High School Wrestling Team for their dedication and wish them continued success!

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

ATTEST:


JAN FLETCHER, CITY CLERK


JONATHAN SENA, MAYOR



Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, Electrical Linemen work tirelessly, often in dangerous and challenging conditions, to ensure the safe and reliable delivery of electricity to homes, businesses, and communities; and

WHEREAS, these dedicated professionals respond at all hours, in all weather, to restore power and maintain the infrastructure that supports our daily lives; and

WHEREAS, their expertise, commitment, and courage are essential to public safety, economic stability, and the well-being of our citizens; and

WHEREAS, it is fitting to recognize and honor the contributions of Linemen, whose work often goes unseen but is vital to modern life; and

WHEREAS, be it proclaimed that we recognize and commend the hardworking electrical linemen who serve our communities with skill, dedication, and bravery. Their commitment to keeping the lights on and our communities powered deserves our deepest appreciation and respect.

WHEREAS, Linemen must often work under dangerous conditions separated from their families to keep schools and businesses open; and

NOW, THEREFORE, I, Jonathan Sena, Mayor of the City of Hobbs, New Mexico, do hereby proclaim April 6th, 2026 as,

“LINEMEN APPRECIATION DAY”

In the City of Hobbs and commend them for their dedication to their professions.

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



JONATHAN SENA, Mayor

ATTEST:



JAN FLETCHER, City Clerk



Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Lea County Communications Authority; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and,

WHEREAS, this year's theme is: "**Heroes Under Headsets**", "**Voices of Support**", "**First, First Responders**"; and

WHEREAS, each dispatcher exhibits compassion, understanding and professionalism during the performance of their jobs every year.

NOW, THEREFORE, I Jonathan Sena, Mayor of the City of Hobbs, New Mexico, do hereby proclaim the week of April 12th – 18th, 2026, to be

“NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK”

in recognition of the men and women whose diligence and professionalism keep our city and citizens safe.

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



JONATHAN SENA, Mayor

ATTEST:



JAN FLETCHER, City Clerk





CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
April 6, 2026

SUBJECT: Resolution No. 7748 - Authorizing the Mayor to Grant a Special Noise Variance to the Noise Ordinance for the Cinco de Mayo Festival to be Held on Saturday, May 2, 2026, at 300 East Broadway

DEPT OF ORIGIN: City Clerk
DATE SUBMITTED: 3/19/2026
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Section 8.20.050 of the Hobbs Municipal Code authorizes the City Commission to grant special variances to the City's noise ordinance. Cinco de Mayo is requesting a noise variance for organized activities and entertainment during the Cinco de Mayo Festival at 300 East Broadway on Saturday, May 2, 2026, from 12:00 noon until 11:45 p.m. Notice of the variance request has been published in the *Hobbs News-Sun* as required by the Hobbs Municipal Code.

Fiscal Impact:

No fiscal impact.

Attachments:

Cinco de Mayo Noise Variance Resolution - 2026
Noise Variance Application - Cinco de Mayo 2026
CINCO DE MAYO NOTICE

Recommendation:

Motion to approve the resolution.

Approved By:

Jan Fletcher, City Clerk	03/19/2026
Toby Spears, Finance Director	03/26/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	03/26/2026
Manny Gomez, City Manager	03/26/2026

CITY OF HOBBS

RESOLUTION NO. 7748

A RESOLUTION AUTHORIZING THE MAYOR TO
GRANT A SPECIAL VARIANCE TO THE NOISE
ORDINANCE PURSUANT TO SECTION 8.20.050 OF
THE HOBBS MUNICIPAL CODE FOR THE
CINCO DE MAYO FESTIVAL TO BE HELD ON MAY 2, 2026,
AT 300 EAST BROADWAY

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 grant a
special variance to the noise ordinance of the Hobbs Municipal Code for organized
activities and live music for the Cinco De Mayo Festival on Saturday, May 2, 2026, at
300 East Broadway from 12:00 noon until 11:45 p.m. for the reason that benefit to the
community of the activities creating the offending noise are greater than the adverse
effect of the noise created.

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

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk



Application for a Noise Variance

Hobbs Municipal Code - Section 8.20.050

Applicant Information - Please Print

Applicant Name: Sergio Polanco - Hobbs Hispano Chamber of Commerce Date: 2-26-26
Applicant Signature: [Signature]
Address: 113 N Shipp St, Hobbs, NM 88240
Contact Phone Number: 575-602-4019

Event Information

Event Description: Cinco de Mayo Festival
Location of Event: City Hall parking lot Event Date: 5-2-2026
Beginning/Ending Time of Event: 12:00pm - 11:45pm
Type of Noise: Live Bands / DJ
Will Alcohol Be Served/Provided: Yes No Beer Garden
Will Security Be Provided: Yes No
Close to Residences: Yes No

Additional Notes

Family friendly event to celebrate cultural traditions in downtown Hobbs, fun activities and entertainment for Hobbs and Lea County.

Approval - Official Use Only

Hobbs Police Department: _____ Date: _____
City Manager: _____ Date: _____

Submit Completed Application to:

City Manager's Office
200 East Broadway
Hobbs, NM 88240

Date Received

LEGAL NOTICE
March 18, 2026

NOTICE IS HEREBY GIVEN that on the 6th day of April, 2026, at its regular meeting at 6:00 p.m., in the City Commission Chambers at City Hall, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico, the governing body of the City of Hobbs will consider a noise variance requested by the Hobbs Hispano Chamber of Commerce for the Cinco de Mayo Festival to be held on Saturday, May 2, 2026, at 300 East Broadway from 12:00 noon until 11:45 p.m. The proposed resolution reads as follows:

A RESOLUTION AUTHORIZING THE MAYOR TO
GRANT A SPECIAL VARIANCE TO THE NOISE
ORDINANCE PURSUANT TO SECTION 8.20.050
OF
THE HOBBS MUNICIPAL CODE FOR THE
CINCO DE MAYO FESTIVAL TO BE HELD ON
MAY 2, 2026,
AT 300 EAST BROADWAY

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 grant a special variance to the noise ordinance of the Hobbs Municipal Code for organized activities and live music for the Cinco De Mayo Festival on Saturday, May 2, 2026, at 300 East Broadway from 12:00 noon until 11:45 p.m. for the reason that benefit to the community of the activities creating the offending noise are greater than the adverse effect of the noise created.

A copy of the proposed resolution is available to interested persons during regular business hours in the office of the City Clerk, City Hall, 200 East Broadway, Hobbs, New Mexico, and available online at www.hobbsnm.org.

/s/ Jan Fletcher
JAN FLETCHER, City Clerk

#00309329



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
April 6, 2026

SUBJECT: Resolution No. 7749 - Authorizing Adoption of the Required Community Development Block Grant (CDBG) Annual Certifications and Commitments (2026)

DEPT OF ORIGIN: Engineering

DATE SUBMITTED: 3/26/2026

SUBMITTED BY: Anthony Henry, City Engineer

Summary:

Citizen Participation Plan:

The City certifies its commitment to citizen participation by preparing and adopting a Citizen Participation Plan that includes ways to encourage public input using various methods to reach the public and assures that citizens are provided reasonable notice and timely access to local meetings, per the Open Meetings Act (NMSA 1978, Chapter 10, Article 15)

Fair Housing:

The City certifies its commitment to the Fair Housing Act of 1968 to affirmatively further fair housing, which prohibits discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing on the basis of race, color, religion, sex, disability, familial status, or national origin.

Residential Anti-Displacement and Relocation Assistance Plan:

The City certifies its compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, whose purpose is to provide uniform, fair, and equitable treatment for persons whose real property is acquired or for persons displaced as a result of a CDBG-funded project or activity.

Section 3:

The City certifies its commitment to Section 3, a provision of the Housing and Urban Development (HUD) Act of 1968, which requires recipients of certain HUD financial assistance, to the greatest extent feasible, to provide job training, employment, and contracting opportunities for low and very low-income residents in connection with projects and activities in their community.

Procurement:

The City certifies its compliance with the federal procurement code (24 CFR Part 85.36), New Mexico Procurement Code (§13-1-120 NMSA 1978) and the City's Procurement Code by adopting a procurement policy for CDBG projects.

Fiscal Impact:

Community Development Block Grant projects are an important source of revenue to upgrade low and moderate income areas in the City.

Attachments:

Resolution - CDBG Annual Certification and Commitments 2026
Exhibit 1-Z (Citizen Participation Plan, Fair Housing Self-Assessment, Residential Anti-Displacement and Relocation Assistance Plan, Section 3 Plan)

Recommendation:

To make a motion to approve the Resolution for the Mayor to adopt the CDBG Annual Certifications and Commitment

Approved By:

Anthony Henry, City Engineer	03/26/2026
Toby Spears, Finance Director	03/26/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	03/26/2026
Manny Gomez, City Manager	03/26/2026

CITY OF HOBBS

RESOLUTION NO. 7749

A RESOLUTION AUTHORIZING ADOPTION OF THE REQUIRED
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL
CERTIFICATIONS AND COMMITMENTS (2026)

WHEREAS, municipalities, counties or other entities that accept Community Development Block Grant (CDBG) funds must adopt certain required federal regulations; and

WHEREAS, the City of Hobbs (hereinafter referred to as the Grantee) wishes to ensure compliance with federal regulations by adopting the following required certifications and commitments:

Citizen Participation certifies its commitment to citizen participation by preparing and adopting a Citizen Participation Plan that includes ways to encourage public input using various methods to reach the public and assures that citizens are provided reasonable notice and timely access to local meetings, per the Open Meetings Act (NMSA 1978, Chapter 10, Article 15)

Fair Housing certifies its commitment to the Federal Fair Housing Act of 1968 to affirmatively further fair housing, which prohibits discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing on the basis of race, color, religion, sex, disability, familial status, or national origin

Residential Anti-Displacement & Relocation Assistance certifies its compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, whose purpose is to provide uniform, fair, and equitable treatment for persons whose real property is acquired or for persons displaced as a result of a CDBG-funded project or activity

Section 3 certifies its commitment to Section 3, a provision of the Housing and Urban Development (HUD) Act of 1968, which requires recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low and very low income residents in connection with projects and activities in their community.

Procurement certifies its compliance with federal procurement code (24 CFR Part 85.36), New Mexico Procurement Code (§13-1-120 NMSA

1978) and the City of Hobbs Procurement Code by adopting a procurement policy for CDBG projects.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be, and hereby is, authorized to adopt the above CDBG certifications and commitments that must be adopted annually.

PASSED, ADOPTED AND APPROVED at a duly called and convened regular meeting of the governing body of the City of Hobbs this 6th day of April, 2026.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

EXHIBIT 1-Z
CDBG FEDERAL REQUIREMENTS

CITIZEN PARTICIPATION REQUIRED ELEMENTS

In accordance with the 1987 revisions to the Housing and Community Development Act and in an effort to further encourage citizen participation, CITY OF HOBBS has prepared and adopted this Citizen Participation Plan.

Objective A

CITY OF HOBBS will provide for and encourage citizen participation within its area of jurisdiction, with particular emphasis on participation by persons of low and moderate income. Action items:

1. Adopt and circulate an Open Meetings Resolution which provides citizens with reasonable notice of county/municipality upcoming meetings, actions and functions.
2. Develop press releases on county/municipality meetings, actions and hearings, and circulate to newspapers, radio and television media.
3. Develop and maintain listing of groups and representative of low and moderate income persons, and include on mailing lists of announcements, notices, press releases, etc.

Objective B

CITY OF HOBBS will provide citizens with reasonable and timely access to local meetings, information and records relating to the proposed and actual use of CDBG funds. Action items:

1. Public notices, press releases, etc., should allow for a maximum length of notice to citizens.
2. Appropriate information and records relating to the proposed and actual use of CDBG funds must be available upon request to all citizens. Personnel and income records may be exempted from these requirements.
3. Meetings, hearing, etc., should be conducted at times and locations conducive to public attendance, e.g., evenings, Saturdays.

Objective C

CITY OF HOBBS will provide technical assistance to groups and representatives of low and moderate income persons that request assistance in developing proposals. Note: the level and type of assistance is to be determined by the county/municipality. Action items:

1. Low and moderate income groups should be advised that technical assistance, particularly in the area of community development, is available from the county/municipality upon request.
2. Document technical assistance provided to such groups and has documentation available for review.

Objective D

CITY OF HOBBS will provide a minimum of two public hearings to obtain citizen participation and respond to proposals and questions at all stages of the Community Development Block Grant Program. Action items:

1. Advise citizens of the CDBG program objectives, range of activities that can be applied for and other pertinent information.
2. Conduct a minimum of two public hearings:
 - a. One public hearing will be held to advise citizens of the program objectives and range of activities that can be applied for, and to obtain the citizen's views on community development and housing needs, to include the needs of low and moderate income people. This hearing will take place prior to the selection of the project to be submitted to the state for CDBG funding assistance.
 - b. A second public hearing will be held to review program performances, past use of funds and make available to the public its community development and housing needs, including the needs of low and moderate income families, and the activities to be undertaken to meet such needs.
3. Publish public hearing notices in the non-legal section of newspapers or in other local media. Evidence of compliance with these regulations will be provided with each CDBG application, i.e., hearing notice minutes of public meetings, list of needs and activities to be undertaken, etc. Amendments to goals, objectives and applications are also subject to public participation.

Objective E

CITY OF HOBBS will provide timely written answers to written complaints and grievances within 15 working days where practical. Action items:

1. Adopt complaint handling procedures or policies to ensure that complaints or grievances are responded to within 15 days, if possible.
2. Allow for appeal of a decision to a neutral authority.
3. File a detailed record of all complaints or grievances and responses in one central location with easy public access.

Objective F

CITY OF HOBBS will identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of residents can be reasonably expected to participate. Action items:

1. Identify areas where large majorities of non-English speaking persons reside and make appropriate provisions when issues affecting these areas are to be discussed at public meetings, hearings, etc. Appropriate provisions will include having interpreters available at the meeting and having briefing material available in the appropriate language.
2. Maintain records/rosters of public hearing attendees and proceedings to verify compliance with this objective.

FAIR HOUSING REQUIRED ELEMENTS

A resolution of the _____ CITY COMMISSION _____ of the _____ CITY _____ of _____ HOBBS _____, adopting a fair housing policy, making known its commitment to the principle of fair housing, and describing actions it shall undertake to affirmatively further fair housing.

WHEREAS; the Housing and Community Development act of 1974 as amended requires that all applicant for Community Development Block Grants funds certify that they shall affirmatively further fair housing; and

WHEREAS; the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 declare a national policy to prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services, on the basis of race, color, religion, sex, disability, familial status or national origin; and

WHEREAS; fairness is the foundation of the American system and reflects traditional American values; and

WHEREAS; discriminatory housing practices undermine the strength and vitality of America and its people;

NOW, THEREFORE, BE RESOLVED THAT the _____ CITY COMMISSION _____ of the _____ CITY _____ of _____ HOBBS _____ hereby wish all persons living, working, doing business in or traveling through this _____ CITY _____ to know that: discrimination in the sale, rental, leasing, and financing of housing or land to be used for construction of housing, or in the provision of brokerage services on the basis of race, color, religion, sex, handicap, familial status or national origin is prohibited by Title VIII of the Fair Housing Act Amendments of 1988; and that it is the policy of the _____ CITY _____ of _____ HOBBS _____ to implement programs, within the constraints of its resources, to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or national origin; and within available resources the _____ CITY _____ of _____ HOBBS _____ will assist all persons who feel they have been discriminated against in housing issues on the basis of race, color, religion, sex, handicap, familial status or national origin to seek equality under existing federal and state laws to file a complaint with the New Mexico Attorney General's Office or the U.S. Department of Housing and Urban Development; and that the _____ CITY _____ of _____ HOBBS _____ shall publicize this Resolution and thereby encouraging owners of rental properties, developers, builders and others involved with housing to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances; and

that the _____ CITY _____ of _____ HOBBS _____ shall undertake the following actions to affirmatively further fair housing:

(List all such actions to include: mailing copies of this resolution to the real estate community, banks, developers, community organizations and local media; posting copies of this resolution at identified locations; distributing flyers; sponsoring schools)

1. FAIR HOUSING PROCLAMATION - CITY COMMISSION APRIL 2026
2. Poster and Proclamation displayed at City Hall
3. Water Bill to Resident - Fair Housing Statement and web-page reference
4. City of Hobbs Web-Page - Fair Housing with Links
 - * Office of Fair Housing Website
 - * Fair Housing Equal Opportunity for All
 - * Equal Housing Poster (English / Spanish)
5. Fair Housing Coloring Books in City Hall Lobby Area (Engineering Dept.)

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE REQUIRED ELEMENTS

I. Background/Introduction

Section 104(d) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(d)(4)), Section 105(b)(16) of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12705(b)(16)), and implementing regulations at 24 CFR Part 42, specify that a grantee under the Community Development Block Grant (CDBG) must certify that it has in effect and is following a “residential Anti-displacement and relocation assistance plan” (Plan). As a CDBG grantee, CITY OF HOBBS must certify to State of New Mexico Department of Finance and Administration that it has and is following such a Plan.

The Plan must include three components: (A) one-for-one replacement requirements for lower-income housing units, (B) relocation assistance, and (C) a description of the steps CITY OF HOBBS will take to minimize displacement.

II. Activities Covered by the Plan

All activities involving the use of CDBG funds that cause displacement as a direct result of demolition or conversion of a lower-income dwelling are subject to the requirements specified in the Plan. Activities for which funds are first obligated on or after September 30, 1988 are subject to the requirements specified in the Plan, without regard to the source year of the funds.

III. Uniform Relocation Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) govern displacement that directly results from acquisition, rehabilitation, or demolition of real property when federal funds are used. CITY OF HOBBS’s Residential Anti-displacement and Relocation Assistance Plan is in no way intended to supersede the URA. CDBG assisted activities may still be subject to the requirements of the URA.

IV. One-for-One Replacement Units

All occupied and vacant occupiable lower-income dwelling units that are demolished or converted to a use other than as lower-income dwelling units in connection with an assisted activity must be replaced with comparable lower-income units. Replacement lower-income dwelling units may be provided by any governmental agency or private developer and must meet the following requirements:

- A. The units must be located within CITY OF HOBBS to the extent feasible, the units shall be located within the same neighborhood as the units replaced

- B. The units must be sufficient in number and size to house no fewer than the number of occupants who could have been housed in the units that are demolished or converted. The number of occupants who could have been housed in the units shall be in accordance with applicable local housing occupancy codes. The units may not be replaced with smaller units (e.g., a 2-bedroom unit with two 1-bedroom units), unless CITY OF HOBBS has provided information demonstrating that such a proposed replacement is consistent with the needs assessment contained State of New Mexico Department of Finance and Administration HUD-approved Consolidated Plan.
- C. The units must be in standard condition and must at a minimum meet Section 8 Program Housing Quality Standards. Replacement lower-income units may include units brought from a substandard condition to standard condition if: (1) no person was displaced from the unit; and (2) the unit was vacant for at least three months before execution of the agreement between CITY OF HOBBS and the property owner.
- D. The units must initially be made available for occupancy at any time during the period beginning one year before the recipient makes public the information required under Section F below and ending three years after the commencement of the demolition or rehabilitation related to the conversion.
- E. The units must be designed to remain lower-income dwelling units for at least 10 years from the date of initial occupancy. Replacement lower-income dwelling units may include, but are not limited to, public housing or existing housing receiving Section 8 project-based assistance.
- F. Before CITY OF HOBBS enters into a contract committing it to provide CDBG funds for any activity that will directly result in the demolition of lower-income dwelling units or the conversion of lower-income dwelling units to another use, CITY OF HOBBS must make public and submit in writing to State of New Mexico Department of Finance and Administration the following information:
1. A description of the proposed assisted activity;
 2. The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than for lower-income dwelling units as a direct result of the assisted activity;
 3. A time schedule for the commencement and completion of the demolition or conversion;

4. The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data is not available at the time of the submission to State of New Mexico Department of Finance and Administration, the submission shall identify the general location on an area map and the approximate number of dwelling units by size, and information identifying the specific location and number of dwellings units by size shall be submitted and disclosed to the public as soon as it is available;
5. The source of funding and time schedule for the provision of replacement dwelling units;
6. The basis for concluding that each replacement unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the needs assessment contained in the State of New Mexico Department of Finance and Administration Consolidated Plan.

G. The one-for-one replacement requirements may not apply if HUD determines, based on objective data, that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within CITY OF HOBBS. In making such a determination, State of New Mexico Department of Finance and Administration will consider such factors as vacancy rates, numbers of lower-income units in CITY OF HOBBS and the number of eligible families on the Section 8 waiting list.

V. Relocation Assistance

Each lower-income person who is displaced as a direct result of CDBG assisted demolition or conversion of a lower-income dwelling shall be provided with relocation assistance.

Relocation assistance includes advisory services and reimbursement for moving expenses, security deposits, credit checks, other moving expenses, including certain interim living costs, and certain replacement housing assistance.

Displaced persons have the right to elect, as an alternative to the benefits described in this Plan, to receive benefits under the URA, if they determine that it is in their best interest to do

so. The following relocation assistance shall be available to lower-income displacement persons:

- A. Displaced lower-income persons will receive the relocation assistance required under 49 CFR 24, Subpart C (General Relocation Requirements) and Subpart D (Payment for Moving and Related Expenses) whether the person elects to receive assistance under the URA or the assistance required by CDBG regulations. Relocation notices must be distributed to the affected persons in accordance with 49 CFR 24.203 of the URA;
- B. The reasonable and necessary cost of any security deposit required to rent the replacement dwelling unit and for credit checks required to rent or purchase the replacement dwelling unit;
- C. Actual reasonable out-of-pocket costs incurred in connection with temporary relocation, including moving expenses and increased housing costs, if:
 - 1. The person must relocate temporarily because continued occupancy of the dwelling unit constitutes a substantial danger to the health or safety of the person or the public; or
 - 2. The person is displaced from a lower-income dwelling unit, none of the comparable replacement units to which the person has been referred qualifies as a lower-income dwelling unit, and a suitable lower-income dwelling unit is scheduled to become available through one-for-one replacement requirements.
- D. Replacement Housing Assistance. Displaced persons are eligible to receive one of the following two forms of replacement housing assistance:
 - 1. Each person shall be offered rental assistance equal to 60 times the amount necessary to reduce the monthly rent and estimated average monthly cost of utilities for a replacement dwelling to the “Total Tenant Payment”, as determined under 24 CFR 813.107. All or a portion of this assistance may be offered through a certificate or housing voucher for rental assistance under the Section 8 program. Where Section 8 assistance is provided to the displaced person, CITY OF HOBBS must provide the person with referrals to comparable units whose owners are willing to participate in Section 8 program to the extent that cash assistance is provided, it will be provided in installments.

2. In lieu of the housing voucher, certificate or cash assistance described above, the person may elect to receive a lump sum payment allowing them to secure participation in a housing cooperative or mutual housing association. This lump sum payment shall be equal to the capitalized value of 60 monthly installments of the amount that is obtained by subtracting the “Total Tenant Payment”, as determined under 24 CFR 813.107, from the monthly cost of rent and average monthly cost of utilities at a comparable replacement dwelling unit. To compute the capitalized value, the installments shall be discounted at the rate of interest paid on passbook savings in a federally insured financial institution conducting business within CITY OF HOBBS.

Displaced lower-income tenants shall be advised of their right to elect relocation assistance pursuant to the URA and the regulations at 49 CFR 24 as an alternative to the relocation assistance available under CDBG regulations.

VI. Eligibility for Relocation Assistance

A lower-income person is eligible for relocation assistance if they are considered to be a “displaced person” as defined in 24 CFR 42.305. A displaced person means a lower-income person who, in connection with an activity assisted under the CDBG program, permanently moves from real property or permanently moves personal property from real property as a direct result of demolition or conversion of a lower-income dwelling.

For purposes of this definition, a permanent move includes a move made permanently and:

- A. After notice by the owner to move from the property, if the move occurs on or after the date of the submission of a request to CITY OF HOBBS for CDBG assistance that is later approved for the requested activity; or
- B. After notice by the owner to move from the property, if the move occurs on or after the date of the initial official submission to HUD of the consolidated plan under 24 CFR Part 91 describing the assisted activity; or
- C. Before the dates described in A & B above, if CITY OF HOBBS or State of New Mexico Department of Finance and Administration determines that the displacement was a direct result of conversion or demolition in connection with a CDBG assisted activity; or
- D. By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:

1. The tenant moves after execution of the CDBG agreement covering the acquisition, rehabilitation or demolition and the move occurs before the tenant is provided written notice offering the tenant the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex upon completion of the project under reasonable terms and conditions, including a monthly rent and estimated average monthly utility costs that do not exceed the greater of the tenant's monthly rent before such agreement, or the total tenant payment as determined under 24 CFR 813.107 if the tenant is lower-income, or 30 percent of gross household income if the tenant is not lower-income.
2. The tenant is required to relocate temporarily, does not return to the building/complex, and either is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or other conditions of the temporary relocation are not reasonable.
3. The tenant is required to move to another dwelling unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.

If the displacement occurs on or after the appropriate date described in A & B above, the lower-income person is not eligible for relocation assistance if:

- A. The person is evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable federal, State or local law, or other good cause, and the CITY OF HOBBS determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;
- B. The person moved into the property on or after the date described in A & B above after receiving written notice of the expected displacement; or
- C. CITY OF HOBBS determines that the displacement was not a direct result of the CDBG assisted activity and the State of New Mexico Department of Finance and Administration concurs with this determination.

VII. Minimizing Displacement

The CDBG regulations regarding the demolition or conversion of lower-income dwelling units are designed to ensure that lower-income persons are provided with adequate, affordable replacement housing. Naturally, involuntary displacement should be discouraged whenever a reasonable alternative exists. Involuntary displacement is extremely disruptive and disturbing, especially to lower-income persons who do not have the means to locate alternative housing.

There are various ways that displacement can be minimized. The following are steps that will be taken to minimize the involuntary displacement of lower-income persons when CDBG funds are involved:

A. **Screening of Applications** All CDBG applications will be reviewed to determine whether involuntary displacement is likely to occur. Those applications involving displacement will receive a lower priority recommendation for funding unless it can be shown that alternatives are not available.

B. **Acquisition of Property** Applicants who apply for CDBG funds to acquire property for the development of lower-income housing will be encouraged to purchase vacant land. In the case of in-fill and other projects where this is not feasible and the project involves potential displacement, the applicant shall agree to allow the displaced lower-income person(s) to occupy the new housing at an affordable rent.

Applicants who utilize CDBG funds to rehabilitate or convert a lower-income unit to a non-residential use will be required to supply replacement housing consistent with paragraph IV, as well as relocation assistance.

C. **Cost of Relocation Assistance** The cost of any required relocation assistance and the provision of replacement housing will be borne by the applicant and may be paid for out of CDBG funds awarded to the project.

VIII. Definitions

- A. “Comparable replacement dwelling unit” means a dwelling unit that:
1. Meets the criteria of 49 CFR 24.2(d)(1) through (6); and
 2. Is available at a monthly cost for rent plus estimated average monthly utility costs that does not exceed the “Total Tenant Payment” determined under 24 CFR 813.107 after taking into account any rental assistance the household would receive.

- B. “Lower-income dwelling unit” means a dwelling unit with a market rental (including utility costs) that does not exceed the applicable Fair Market Rent (FMR) for existing housing and moderate rehabilitation established under 24 CFR Part 888.
- C. “Standard condition” means units that at a minimum meet the Existing Housing Quality Standards of the Section 8 rental subsidy program.
- D. “Substandard condition suitable for rehabilitation” means units with code violations that can be brought to Section 8 Housing Quality Standards within reasonable monetary amounts.
- E. “Vacant occupiable dwelling unit” means a dwelling unit that is in a standard condition; a vacant dwelling unit that is in substandard condition, but is suitable for rehabilitation; or a dwelling unit in any condition that has been occupied (except by a squatter) at any time within the period beginning three months before the date of execution of the agreement by CITY OF HOBBS covering the rehabilitation or demolition.

IX. Grievances

The CITY OF HOBBS will provide timely written answers to written complaints and grievances within 15 working days where practical. Action items:

- A. Adopt complaint handling procedures or policies to ensure that complaints or grievances are responded to within 15 days, if possible.
- B. Allow for appeal of a decision to a neutral authority.
- C. File a detailed record of all complaints or grievances and responses in one central location with easy public access.

SECTION 3 PLAN REQUIRED ELEMENTS

The CITY OF HOBBS is committed to comply with Section 3 of the Housing and Urban Development Act of 1968. This Act encourages the use of small local businesses and the hiring of low income residents of the community. Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of 24 CFR 75. Section 3 regulations ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

The CITY OF HOBBS has appointed NICHOLAS GOULET as the Section 3 Coordinator, to advise and assist key personnel and staff on Section 3, to officially serve as focal point for Section 3 complaints, and as the on-site monitor of prime contractors and sub-contractors to ensure the implementation and enforcement of their Section 3 plans. The approval or disapproval of the Section 3 plan is the ultimate responsibility of the CITY OF HOBBS. Documentation efforts will be retained on file by the state.

Therefore, the CITY OF HOBBS shall:

1. Employment and Training

Under the CITY OF HOBBS's Section 3 Program, contractors and subcontractors should make best efforts to provide employment and training opportunities to Section 3 workers in the priority order listed below:

Provide employment and training opportunities to Section 3 workers within the metropolitan area (or non-metropolitan county) in which the project is located in the priority order listed below:

- A. Section 3 workers residing within the service area or the neighborhood of the project, and
- B. Participants in YouthBuild programs.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

2. Contracting

Under the CITY OF HOBBS's Section 3 Program, contractors and subcontractors should make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order or priority:

- A. Business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which assistance is located in the following order of priority (where feasible):
 - i. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project; and
 - ii. YouthBuild programs.

3. CDBG Contracts

All CDBG bid proposals and contracts shall include the following Section 3 language.

- A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that the greatest extent feasible, opportunities for training and employment be given lower income residents of the project areas, and contracts for work in connection with the project be awarded to business concerns residing in the project area.
- B. The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 75 and all applicable rules and orders of the Department issued there-under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under the Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 75. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75, and will not let any subcontract unless the subcontractor has first provided it with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 75, and all applicable rules and orders of the Department, issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 75.

The CITY OF HOBBS shall require each contractor to prepare a written Section 3 plan as a part of their bids on all jobs exceeding \$100,000. All Section 3 plans shall be reviewed and approved by the City's Equal Opportunity Section 3 Compliance Officer and retained for monitoring by the state.

The CITY OF HOBBS will maintain all necessary reports and will ensure that all contractors and subcontractors submit required reports.

LOWER INCOME CLARIFICATION

A family who resides in CITY OF HOBBS and whose income does not exceed the income limit for the size of family as per the attached Section 8 Income Limit for CITY OF HOBBS. Information contained in our Section 3 Plan reflects the status of the CITY OF HOBBS employees regarding lower income considerations based on their salary paid by the CITY OF HOBBS.

Certification

This Federal Requirements Plan hereby incorporates all of the State of New Mexico CDBG requirements to include Citizen Participation, Fair Housing, Residential Anti-Displacement & Relocation as well as Section 3. The CITY OF HOBBS herewith certifies to follow the CDBG Federal Requirements Plan described above and adopt the plan by resolution once throughout the term of the CDBG grant agreement.

PASSED AND ADOPTED BY THE CITY COMMISSION of the CITY of HOBBS on this 6th day of April, 2026.

ATTEST:

APPROVED AS TO FORM:

CITY Clerk

CITY Attorney

Plan Adoption Date: April 6, 2026

Adoption Instrument: RESOLUTION

Certified By: _____
JONATHAN SENA
MAYOR

Date



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
April 6, 2026

SUBJECT: Resolution No. 7750 - Consideration of Approval of the Final Plat for the Salgado Investment Properties Subdivision (4 Tracts)

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 3/9/2026

SUBMITTED BY: Angel Lopez Zamora, Planning Project Manager

Summary:

The proposed Salgado Subdivision is a replat creating four (4) tracts from an existing parcel located within the City of Hobbs extraterritorial jurisdiction. The subdivision does not require construction of new public infrastructure. The plat includes dedication of right-of-way and a 30-foot public infrastructure easement for the future extension of Illinois Avenue. Illinois Avenue is currently maintained by Lea County.

Fiscal Impact:

No direct fiscal impact. Additional lots will promote growth opportunities.

Attachments:

RESO - Salgado Subdivision
Salgado Subdivision
Salgado Subdivision (Site Map)

Recommendation:

Motion to approve the resolution granting Final Plat approval for the Salgado Investment Properties Subdivision, as recommended by the Planning Board.

Approved By:

Todd Randall, Assistant City Manager	03/26/2026
Toby Spears, Finance Director	03/26/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	03/26/2026
Manny Gomez, City Manager	03/26/2026

CITY OF HOBBS

RESOLUTION NO. 7750

A RESOLUTION TO APPROVE THE FINAL PLAT FOR THE SALGADO INVESTMENT PROPERTIES SUBDIVISION INTO 4 TRACTS, AS RECOMMENDED BY THE PLANNING BOARD.

WHEREAS, Gary G. Eidson has submitted a Final Plat for the Salgado Investment Properties Subdivision for review by the City Planning Board; and

WHEREAS, the subdivision Final Plat was reviewed and approved by the Hobbs Planning Board at the March 17th, 2026 meeting; and

WHEREAS, the Final Plat for the Salgado Investment Properties Subdivision was reviewed and found compliant with MC Title 16 by the City of Hobbs Planning Board and all public infrastructure is in place to service the proposed lots; and

WHEREAS, the property owner has agreed to dedicate the necessary right of way for the future projection of Illinois Avenue, including the surface/subsurface public infrastructure easement in Tract Four.; and

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

1. The City of Hobbs hereby grants Final Plat Approval to the for the Salgado Investment Properties Subdivision as recommended by the Planning Board; and
2. The City officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

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

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

DESCRIPTIONS THIS SURVEY

TRACT ONE

A TRACT OF LAND LOCATED IN THE SOUTH ONE-HALF (S1/2) OF THE NORTHWEST ONE-QUARTER (NE/4) OF THE SOUTH-EAST ONE-QUARTER (SE/4) OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 37 EAST, N.M.P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR THE SOUTHWEST CORNER OF THIS TRACT WHICH LIES N00°44'46"W A DISTANCE OF 1351.23 FEET AND S89°32'09"W A DISTANCE OF 951.97 FEET FROM A 2 1/2" BRASS CAP FOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE S89°32'43"W A DISTANCE OF 367.05 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR THE SOUTHWEST CORNER OF THIS TRACT; THENCE N00°43'02"W A DISTANCE OF 630.71 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR THE NORTHWEST CORNER OF THIS TRACT; THENCE N89°30'32"E A DISTANCE OF 360.32 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR THE NORTHWEST CORNER OF THIS TRACT; THENCE S01°19'44"W A DISTANCE OF 631.01 FEET TO THE POINT OF BEGINNING, CONTAINING 5.27 ACRES MORE OR LESS.

TRACT TWO

A TRACT OF LAND BEING THE SOUTH ONE-HALF (S1/2) OF THE NORTHWEST ONE-QUARTER (NE/4) OF THE SOUTH-EAST ONE-QUARTER (SE/4) OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 37 EAST, N.M.P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR THE SOUTHWEST CORNER OF THIS TRACT WHICH LIES N00°44'46"W A DISTANCE OF 1351.23 FEET AND S89°31'53"W A DISTANCE OF 627.12 FEET FROM A WITH 2 1/2" BRASS CAP FOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE S89°31'53"W A DISTANCE OF 149.62 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR A CORNER OF THIS TRACT; THENCE N01°18'29"W A DISTANCE OF 343.42 FEET TO A 5/8" STEEL ROD WITH 2" ALUMINUM CAP MARKED "MUTH 13239" FOUND FOR A CORNER OF THIS TRACT; THENCE S89°32'39"W A DISTANCE OF 175.03 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR A CORNER OF THIS TRACT; THENCE N01°19'44"W A DISTANCE OF 287.62 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR THE NORTHWEST CORNER OF THIS TRACT; THENCE N89°30'33"E A DISTANCE OF 331.84 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR THE NORTH-EAST CORNER OF THIS TRACT; THENCE S00°41'37"E A DISTANCE OF 631.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.38 ACRES MORE OR LESS.

TRACT THREE

A TRACT OF LAND BEING THE SOUTH ONE-HALF (S1/2) OF THE NORTHWEST ONE-QUARTER (NE/4) OF THE SOUTH-EAST ONE-QUARTER (SE/4) OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 37 EAST, N.M.P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR THE SOUTHWEST CORNER OF THIS TRACT WHICH LIES N00°44'46"W A DISTANCE OF 1351.23 FEET AND S89°31'53"W A DISTANCE OF 329.34 FEET FROM A 2 1/2" BRASS CAP FOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE S89°31'53"W A DISTANCE OF 297.78 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR THE SOUTHWEST CORNER OF THIS TRACT; THENCE S00°41'37"E A DISTANCE OF 631.14 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR THE NORTHWEST CORNER OF THIS TRACT; THENCE N89°30'33"E A DISTANCE OF 298.78 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR THE NORTH-EAST CORNER OF THIS TRACT; THENCE S00°41'37"E A DISTANCE OF 631.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.31 ACRES MORE OR LESS.

TRACT FOUR

A TRACT OF LAND BEING THE SOUTH ONE-HALF (S1/2) OF THE NORTHWEST ONE-QUARTER (NE/4) OF THE SOUTH-EAST ONE-QUARTER (SE/4) OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 37 EAST, N.M.P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR THE SOUTHWEST CORNER OF THIS TRACT WHICH LIES N00°44'46"W A DISTANCE OF 1351.23 FEET AND S89°31'53"W A DISTANCE OF 329.34 FEET FROM A 2 1/2" BRASS CAP FOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE S89°31'53"W A DISTANCE OF 329.34 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR THE SOUTHWEST CORNER OF THIS TRACT; THENCE N00°41'37"W A DISTANCE OF 631.26 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR THE NORTHWEST CORNER OF THIS TRACT; THENCE N89°30'33"E A DISTANCE OF 329.34 FEET TO A SPIKE IN THE TOP OF A FENCE POST WITH A WASHER MARKED "WMH 12348" FOUND FOR THE NORTHWEST CORNER OF THIS TRACT; THENCE S00°41'37"E A DISTANCE OF 631.40 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.77 ACRES MORE OR LESS.

ROADWAY DEDICATION "A"

A TRACT OF LAND BEING THE SOUTH ONE-HALF (S1/2) OF THE NORTHWEST ONE-QUARTER (NE/4) OF THE SOUTH-EAST ONE-QUARTER (SE/4) OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 37 EAST, N.M.P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 2 1/2" BRASS CAP IN CONCRETE FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT WHICH LIES N00°44'50"W A DISTANCE OF 1321.23 FEET FROM A 2 1/2" BRASS CAP IN CONCRETE FOUND THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE S89°31'53"W A DISTANCE OF 776.74 FEET TO A 5/8" STEEL ROD FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT; THENCE N01°18'29"W A DISTANCE OF 30.00 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR THE NORTHWEST CORNER OF THIS TRACT; THENCE N89°31'53"E A DISTANCE OF 777.06 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR THE NORTH-EAST CORNER OF THIS TRACT; THENCE S00°41'37"E A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.54 ACRES MORE OR LESS.

ROADWAY DEDICATION "B"

A TRACT OF LAND BEING THE SOUTH ONE-HALF (S1/2) OF THE NORTHWEST ONE-QUARTER (NE/4) OF THE SOUTH-EAST ONE-QUARTER (SE/4) OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 37 EAST, N.M.P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" STEEL ROD WITH A 2" ALUMINUM CAP MARKED "MUTH 13239" FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT WHICH LIES N00°44'50"W A DISTANCE OF 1321.23 FEET AND S89°32'09"W A DISTANCE OF 951.94 FEET FROM A 2 1/2" BRASS CAP FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE S89°32'43"W A DISTANCE OF 367.37 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR THE SOUTHWEST CORNER OF THIS TRACT; THENCE N00°43'02"W A DISTANCE OF 30.00 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR THE NORTHWEST CORNER OF THIS TRACT; THENCE N89°32'43"E A DISTANCE OF 367.05 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR THE NORTH-EAST CORNER OF THIS TRACT; THENCE S01°19'16"E A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.25 ACRES MORE OR LESS.

SALGADO INVESTMENT PROPERTIES SECTION 35 LAND DIVISION

A TYPE 3A SUMMARY SUBDIVISION OF A TRACT OF LAND DESCRIBED BY WARRANTY DEED RECORDED IN BOOK 2246, ON PAGE 495 OF THE OFFICIAL RECORDS OF LEA COUNTY, NEW MEXICO, SAID TRACT BEING LOCATED IN THE SOUTH HALF OF THE NORTH-EAST QUARTER OF THE SOUTH-EAST QUARTER (S/2, NE/4, SE/4) OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 37 EAST, N.M.P.M., LEA COUNTY NEW MEXICO AND BEING DIVIDED INTO THE TRACTS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

OWNER'S STATEMENT, AFFIDAVIT AND DEDICATION:

SAID TRACT IS BEING DIVIDED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS THEREOF SURVEYED AND PLATTED AS THE SAME APPEARS HEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNERS OF SAID LAND, HAVE HEREUNTO SET THEIR HAND THIS _____ DAY OF _____, 2026.

JERRY YERISLANDY
SALGADO INVESTMENT PROPERTIES, LLC
BOOK 2246, PAGE 495

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2025 A.D., BY JERRY YERISLANDY, SALGADO INVESTMENT PROPERTIES, LLC.

NOTARY PUBLIC

RECORD DESCRIPTION OF TRACT (BOOK 2246 PAGE 495)

A PARCEL OF LAND BEING THE SOUTH ONE-HALF (S1/2) OF THE NORTHWEST ONE-QUARTER (NE/4) OF THE SOUTH-EAST ONE-QUARTER (SE/4) OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 37 EAST, N.M.P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE LINE BETWEEN SAID SECTION 35 AND 36 (MONUMENTED WITH A FOUND 2-INCH BRASS CAP IN CONCRETE) FROM WHENCE THE CORNER OF SECTIONS 36, 1, 2 AND 35 (MONUMENTED WITH A FOUND 2-INCH BRASS CAP IN CONCRETE), BEARS S00°44'45"E ALONG THE LINE BETWEEN SAID SECTION 35 AND 36 A DISTANCE OF 1321.25 FEET.

THENCE S89°32'27"W A DISTANCE OF 776.75 FEET TO A SET 5/8-INCH REBAR WITH 2-INCH ALUMINUM CAP MARKED "MUTH PLS 13239";

THENCE N01°19'16"W A DISTANCE OF 373.37 FEET TO A SET 5/8-INCH REBAR WITH 2-INCH ALUMINUM CAP MARKED "MUTH PLS 13239";

THENCE S89°32'27"W A DISTANCE OF 175.02 FEET TO A SET 5/8-INCH REBAR WITH 2-INCH ALUMINUM CAP MARKED "MUTH PLS 13239";

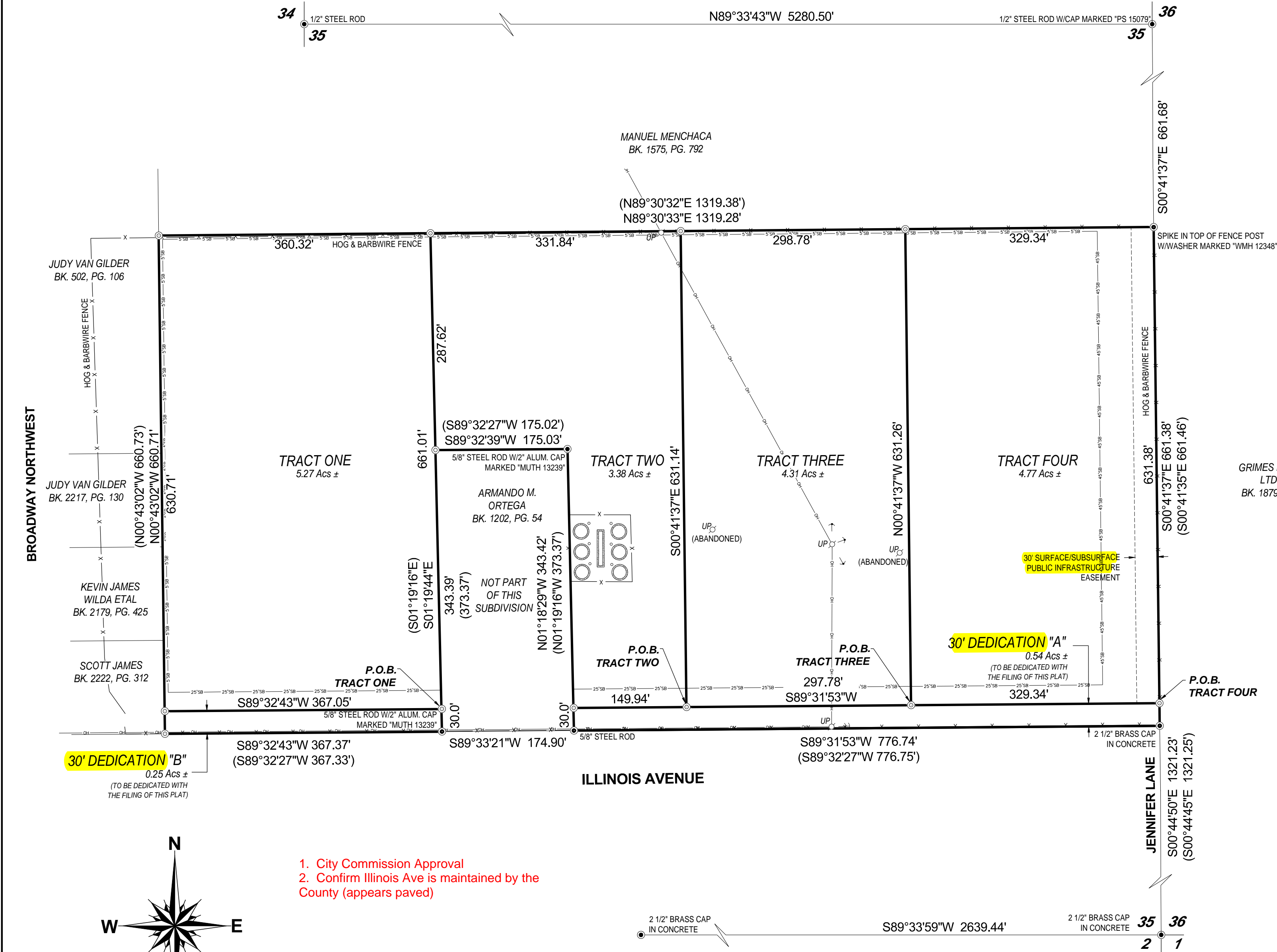
THENCE S01°19'16"E A DISTANCE OF 373.37 FEET TO A SET 5/8-INCH REBAR WITH 2-INCH ALUMINUM CAP MARKED "MUTH PLS 13239";

THENCE S89°32'27"W A DISTANCE OF 367.33 FEET TO A SET 5/8-INCH REBAR WITH 2-INCH ALUMINUM CAP MARKED "MUTH PLS 13239";

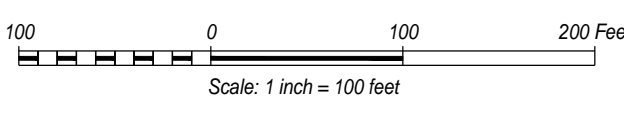
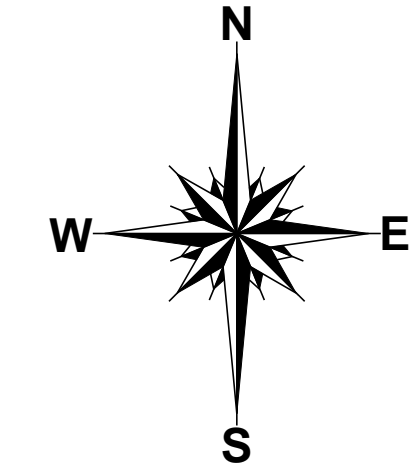
THENCE N00°43'02"W A DISTANCE OF 660.73 FEET TO A SET 5/8-INCH REBAR WITH 2-INCH ALUMINUM CAP MARKED "MUTH PLS 13239";

THENCE N89°30'32"E A DISTANCE OF 1319.38 FEET TO A SET SPIKE IN THE TOP OF AN 8-INCH FENCE POST BEING A CORNER OF FENCES;

THENCE S00°41'38"E A DISTANCE OF 661.46 FEET TO THE POINT OF BEGINNING.



- 1. City Commission Approval
2. Confirm Illinois Ave is maintained by the County (appears paved)



CERTIFICATE OF MUNICIPAL APPROVAL:

I, TODD RANDALL, ASSISTANT CITY MANAGER FOR THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING PLAT WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, WAS REVIEWED AND DEEMED COMPLIANT WITH THE MUNICIPAL SUMMARY PROCESS REGULATIONS ON THIS _____ DAY OF _____, 2026 A.D.

TODD RANDALL, ASSISTANT CITY MANAGER

ATTEST:
JAN FLETCHER, CITY CLERK

CERTIFICATE OF MUNICIPAL APPROVAL BY THE LEA COUNTY PLANNING AND ZONING BOARD:

BE IT KNOWN THAT THE SALGADO INVESTMENT PROPERTIES SECTION 35 LAND DIVISION PLAT OF EXISTING TRACTS WITHIN THE SOUTHWEST QUARTER (SW/4) OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 38 EAST, N.M.P.M., AS DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 2226, PAGE 158 IN OFFICIAL RECORDS OF LEA COUNTY, NEW MEXICO, WAS SUBMITTED TO THE LEA COUNTY PLANNING AND ZONING BOARD, ASSEMBLED AT A MEETING ON THE _____ DAY OF _____, 2026 A.D., AND THE SUBDIVISION AS SHOWN IN THE ATTACHED PLAT WAS THEREBY APPROVED AND ACCEPTED BY A MAJORITY OF THE BOARD.

BEN DONAHUE, CHARMAN

CARRIE SANDOVAL, COUNTY CLERK

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
COUNTY OF LEA
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2026 A.D., BY BEN DONAHUE AND CARRIE SANDOVAL.

NOTARY PUBLIC

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
COUNTY OF LEA
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2026 A.D., BY TODD RANDALL AND JAN FLETCHER.

NOTARY PUBLIC

LEGEND:

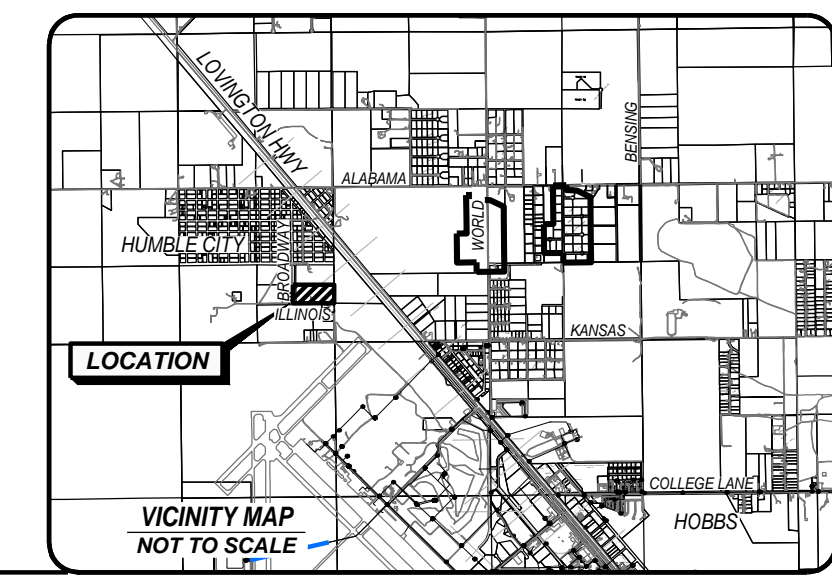
- - DENOTES SET CORNER 1/2" STL. ROD W/ CAP MKD. "JWSC PS 12641"
● - DENOTES FOUND CORNER, AS NOTED
UP - DENOTES UTILITY POLE
- - - DENOTES GUY W/ ANCHOR WIRE
- - - DENOTES FENCE LINE
- - - DENOTES OVERHEAD ELECTRIC LINE
- - - DENOTES 5' BUILDING SETBACK LINE
- - - DENOTES 25' BUILDING SETBACK LINE
- - - DENOTES 45' BUILDING SETBACK LINE

SURVEYOR'S CERTIFICATE:

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



PROVIDING SURVEYING SERVICES SINCE 1946
JOHN WEST SURVEYING COMPANY
412 N. DAL PASO HOBBS, N.M. 88240
(757) 393-3117 www.jwest.biz
TBP LSR# 10021000

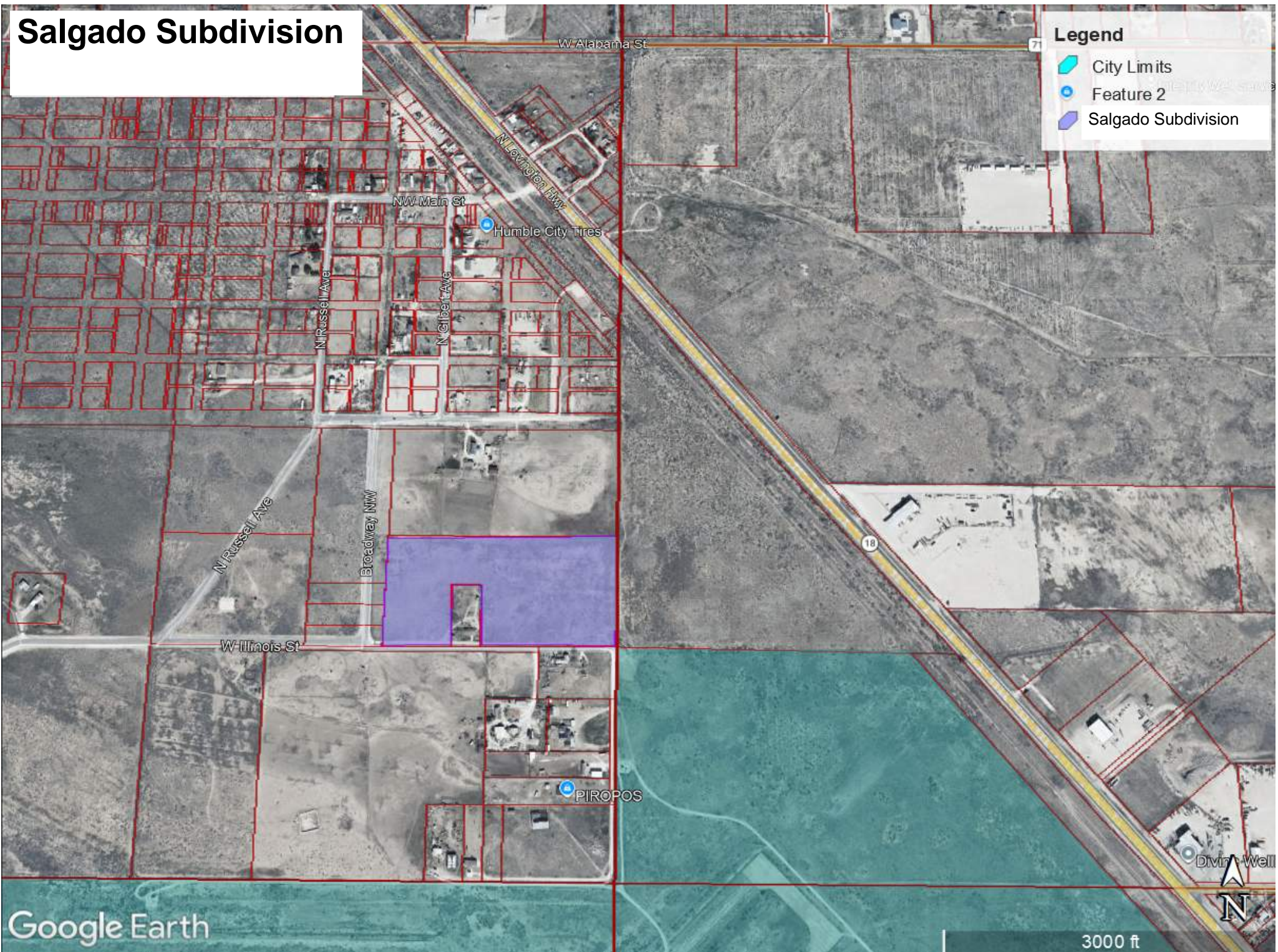


Scale: One Inch = One Hundred Feet
CAD Drafter & Date: TTK - 11/20/2025
Checked By: GE
JWSC W.O. No.: 25110349
JWSC File No.: E - 3625
STATE OF NEW MEXICO
COUNTY OF LEA - FILED:

Salgado Subdivision

Legend

- City Limits
- Feature 2
- Salgado Subdivision





CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
April 6, 2026

SUBJECT: Resolution No. 7751 - Consideration of Approval of Development Agreement for Berry & Gomez LLC

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 3/10/2026

SUBMITTED BY: Angel Lopez Zamora, Planning Project Manager

Summary:

The developer has five (5) single-family units anticipated for completion in April. The Development Agreement provides reimbursement for installed public water infrastructure based on 250-foot lot frontages at \$45 per linear foot, resulting in an estimated reimbursement of \$56,250. The agreement includes a not-to-exceed amount of \$60,000, subject to final verification of installed infrastructure by the City.

Fiscal Impact:

Account: 22-4022-44901-00387

Available: 1,741,828.24

Attachments:

(03-10-26) Berry & Gomez LLC SFIRDA RESO

(03-10-26) Berry & Gomez LLC SFIRDA

Recommendation:

Motion to approve the resolution authorizing a Development Agreement with Berry & Gomez LLC for market-rate single-family housing with infrastructure reimbursement in an amount not to exceed \$60,000.

Approved By:

Todd Randall, Assistant City Manager 03/26/2026

Toby Spears, Finance Director 03/26/2026

Medjine Desrosiers-Douyon, Deputy City Attorney 03/26/2026

Manny Gomez, City Manager 03/26/2026

CITY OF HOBBS

RESOLUTION NO. 7751

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH BERRY & GOMEZ LLC CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY.

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with Berry & Gomez LLC concerning the development of market rate single-family housing; and

WHEREAS, the aforementioned Development Agreement allows for an incentive of reimbursement of public infrastructure for this type of development, said agreement being in the best interest of the City.

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

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

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

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

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into on this 6th day of April 2026 by and between the City of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and **Berry & Gomez LLC, 7810 West Stiles Rd., Hobbs, NM 88242**, (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

RECITALS:

** The City requires to contract with a Market Rate Single Family Development Company to deliver Single Family Market Rate Housing to the Citizens of Hobbs, New Mexico.

** Developer has submitted a proposal to the City to deliver the required Market Rate Single Family Housing, to be produced within 365 days of ratification of this agreement, within the Municipal Boundaries.

** Any outstanding Development Agreements between the Developer and the City of Hobbs concerning the production of Market Rate Single Family Housing shall become null and void upon the ratification of this agreement herewith.

NOW, THEREFORE, the City of Hobbs and Developer do hereby agree as follows:

A. Work To Be Performed.

1. The Developer shall furnish to the City its Professional Housing Developer Services for certain work regarding the Market Rate Single Family Housing. All single family structures completed under this agreement shall be located within the municipal boundaries and shall have received a certificate of occupancy after ratification of this agreement.

2. Developer shall furnish to City its professional Housing Developer Services as provided by this Agreement. The specific duties include the production and delivering to the public Market Rate Single Family Housing Units in Hobbs. Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time.

3. Specific activities required are to develop privately owned real property in the City including designing, building and transferring to the public individual market rate single family housing units. The City's subsidy may include any or all of the following funding assistance from the City:

Incentives are available for installed public municipal infrastructure only, providing compliance with:

- a. Incentive not to exceed per square footage basis:
 - i. \$20.00 per sq. ft. in an in-fill areas
 - ii. \$15.00 per sq. ft. in new residential areas
 - iii. Calculation based on living area only

- b. Incentive not to exceed per unit basis:
 - i. \$17,000.00 per single family unit within an in-fill area
 - ii. \$15,000.00 per single family unit
 - iii. \$7,500 per multi-family unit

- c. Incentive not to exceed fair share per linear foot of infrastructure basis:
 - i. **\$255.00 per lineal front footage** of complete public infrastructure, and further broken down as follows:
 1. **Water (\$45.00 / lf):**
 - a. Forty-Five dollars (\$45.00) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
 2. **Sewer (\$50.00 / lf):**
 - a. Fifty dollars (\$50.00) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
 3. **Street (\$125.00 / lf):**
 - a. One Hundred Twenty-Five dollars (\$125.00) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as defined within the City of Hobbs Major Thoroughfare Plan);
 4. **Sidewalk: (\$35.00 / lf):**
Thirty-five dollars (\$35.00) per equivalent front foot of lot to which sidewalk is provided;

Based on quantities of required publicly owned infrastructure installed supporting the project, the City Engineer shall determine if the value of the infrastructure is adequate as an equal exchange of value for the amount of City subsidy contributed to the market rate single family housing unit. The City Engineer shall resolve any issues concerning value or extent of infrastructure and amount of square footage of constructed housing units. Specifically, the City Engineer will determine the value or unit costs of the publicly owned infrastructure according to any City of Hobbs Annual Pavement/Concrete/Utility Contracts or public infrastructure projects and estimates.

B. Payment for Services.

- 1) The City shall pay for said services at the rates agreed to and as specified above in the Infrastructure details, as shown herein. Payment will not be made by the City for any unit until a certificate of occupancy is issued, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed **Sixty Thousand Dollars (\$60,000.00)**, unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued, provided the certificate of occupancy for the unit is issued after ratification of this agreement. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.

4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage either now or in the future, for a period not to exceed 10 years from date of issuance of a C.O., shall require Developer to return any incentive funds received for any unit thus utilized, upon demand by the City. Developer shall record a "Declaration of Restrictive Covenants", attached hereto as Exhibit 2, to restrict such usage and to notify parties involved in future conveyances.

C. Construction Requirements.

Construction shall be of energy-efficient design per New Mexico Energy Conservation Code 2009, utilizing either stucco or brick on the exterior of all buildings.

D. Assignment of Agreement.

This Section refers to assignability of this Agreement, and not to assignability of the Project to be developed for housing. Developer shall not assign or transfer any interest in this Agreement. Except that Developer is permitted, upon City approval, to assign its interest to a Partnership or Corporation in which the Developer is the principal party or to an affiliated company, working with the Developer on the Project. Subject to the foregoing provision, this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns; provided that upon any assignment of this Agreement by either party, the other party shall not be released from any obligation under, or liability accruing pursuant to this Agreement. Consent shall not unreasonably be withheld by either party.

E. Insurance Requirements and Hold Harmless Provision.

1. Developer agrees to obtain and maintain appropriate insurance during the course of the development of market rate single family housing with the City of Hobbs, as follows, and shall indemnify and hold harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities resulting from the conduct, negligence, errors or omissions of Developer or any employee or agent of Developer while engaged in performing the services called for herein.

2. The Developer shall maintain insurance coverage for General Liability, Automobile Liability, Errors and Omissions Insurance, and Workers' Compensation, subject to review and approval of the City Attorney.

F. Governing Law and Provisions.

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

1. If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by another party in enforcing any covenant or provision of this Agreement, including the expenses of in-house counsel.

G. Final Payment and Release of Claims.

1. Developer, upon final payment of all amounts due under this Agreement, releases the City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.
2. City, upon Developer's final completion of all work items and covenants required of the Developer under this Agreement, shall release the Developer from all liabilities, claims and obligations whatsoever arising from or under this Agreement, on the day that is ten (10) years following the date of the City's issuance of a final certificate of occupancy on the Project.

H. Amendments.

This Agreement shall not be altered, changed, or amended except by written instrument approved and executed by both parties hereto.

I. Breach.

1. The following events constitute a breach of this Agreement by Developer:
 - a) Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.
2. The following events constitute a breach of this Agreement by City:
 - a) City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement, including making timely and appropriate payments to the Developer.

J. Remedies Upon Breach.

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

K. Termination.

This Agreement shall be terminated upon the completion of all tenants herein specified or 365 days from date of ratification whichever comes first. A request for infrastructure reimbursement, for a qualified unit produced within the terms of this agreement, received after the Termination Date of this agreement will not be eligible for payment.

L. Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN: **Berry & Gomez LLC, 7810 West Stiles Rd., Hobbs, NM 88242** and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

M. Entire Agreement.

The foregoing constitutes the entire agreement between the parties hereto and may be modified only in writing by the parties hereto.

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

City of Hobbs

Developer

By: Jonathan Sena, Mayor

By: **Berry & Gomez, LLC**

Email: beegomez58@gmail.com

Vendor No. 14644

PO No. _____

Acct No. 224022 – 44901 - 00387

ATTEST:

APPROVED AS TO FORM:

JAN FLETCHER, City Clerk

Medjine Desrosiers-Douyon, City Attorney



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
April 6, 2026

SUBJECT: Consideration and Approval of Bid No. 1628-26 to Furnish a Self-Contained Valve Maintenance Trailer and Recommendation to Accept Bid from E.H. Wachs in the Amount of \$105,742.50

DEPT OF ORIGIN: Utilities

DATE SUBMITTED: 3/25/2026

SUBMITTED BY: Bill Griffin, WWRF Superintendent

Summary:

Bid No. 1628-26 was issued to furnish one (1) self-contained valve maintenance trailer per advertised specifications on February 24, 2026. Two (2) qualified bids were received. The lowest responsive bid was submitted by E.H. Wachs in the amount of \$105,742.50, with the second bid submitted by Ten Point Sales in the amount of \$111,246.50. This equipment will support maintenance of approximately 14 miles of reclaimed water pipeline and operations at the wastewater reclamation facility. Delivery is anticipated within approximately 30 days of award.

Fiscal Impact:

Cost: \$105,742.50

The total amount includes the lowest Base Bid received that met all required specifications. This equipment purchase is budgeted and funded through the Utilities Enterprise Fund

Accnt: 63-4370-43015

Available: 710,195.24

Attachments:

Bid 1628-26 Valve Maint. Trailer

Recommendation:

Award Bid No. 1628-26 to furnish a self-contained valve maintenance trailer to E.H. Wachs in the amount of \$105,742.50 (NMGRT exempt).

Approved By:

Bill Griffin, WWRF Superintendent 03/25/2026

Toby Spears, Finance Director 03/26/2026

Medjine Desrosiers-Douyon, Deputy City Attorney 03/26/2026

Manny Gomez, City Manager 03/26/2026

BID NO 1628-26

FURNISH (1) SELF CONTAINED VALVE MAINTENANCE TRAILER

EACH OFFEROR MUST COMPLETE THE FOLLOWING STATEMENT:

BID of E.H. Wachs - A Division of ITW proposes to furnish the following.
 Company Name

Recommended delivery time 90 days after notification of award.

Vendor delivery time 30 days after notification of award.

ITEM NO.	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	Valve Maintenance Trailer as specified.	\$ <u>105,742.50</u>	\$ <u>105,742.50</u>
		TOTALS	\$ <u>105,742.50</u>	

BID NO 1628-26

FURNISH (1) SELF CONTAINED VALVE MAINTENANCE TRAILER

EACH OFFEROR MUST COMPLETE THE FOLLOWING STATEMENT:

BID of Ten Point Sales & Maintenance proposes to furnish the following.
Company Name

Recommended delivery time 90 days after notification of award.

Vendor delivery time 135 days after notification of award.

ITEM NO.	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	Valve Maintenance Trailer as specified.	\$ <u>111,246.50</u>	\$ <u>111,246.50</u>
		TOTALS	\$ <u>111,246.50</u>	

MINIMUM SPECIFICATIONS: VALVE MAINT. TRAILER 1628-26

Specifications:

1. The Valve Maintenance Trailer be new, unused current production model with 7,000 LBS GVWR steel trailer with metal deck, torsion wheel suspension, trailer brakes, LED lighting, and pintle hitch with safety chains.
2. 10-gallon aluminum fuel tank with fuel gauge
3. Expanded storage with locking diamond plate watertight job boxes.
4. The engine shall be a 26HP diesel, Tier 4 compliant, 4 stroke, liquid cooled, IDI.
5. Valve exerciser will be an extended reach, 750 lb-ft articulating arm valve exerciser, with lock in place feature.
6. Controller shall be a tablet style with data logger, forward and reverse counter, Bluetooth tetherable, and capable of logging valve data (GPS, etc).
7. Vacuum shall be a minimum of 500 CFM, 11 inHg positive displacement vacuum blower.
8. Spoils tank shall be 250 gallon tank with hydraulic powered slide, tilt, dump, and lock/unlock.
9. Spoils handling shall be a heavy duty 20 foot by 3 inch diameter flex hose with 3 steel suction wands.
10. Washer system shall be a high pressure system with 95 gallon fresh water tank with an integrated method of winterizing.
11. Washer reel shall be a 50 foot retractable washer hose reel with short and long wands.
12. Washer pump shall be a clutch operated, dual belt drive, 2.5gpm @ 3000psi.
13. Hydraulic power unit shall be a HTMA class 2 circuit, fan cooled heat exchanger, 8gpm @ 2000psi.
14. Hydraulic system shall be 10 gallon hydraulic reservoir, 50 foot hydraulic hose reel.
15. Light package shall be LED spotlights and programable arrow board with locking control panel.
16. Unit shall include a valve box cover lifter.



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
April 6, 2026

SUBJECT: Consideration of Approval of RFP 557-26 for Professional Construction Observation and Inspection Services and Recommendation to Award Agreements to Wilson Independent Ops, Parkhill, Smith & Cooper, Freese and Nichols, Square Root Services, and Pettigrew & Associates

DEPT OF ORIGIN: Engineering
DATE SUBMITTED: 3/26/2026
SUBMITTED BY: Anthony Henry, City Engineer

Summary:

RFP 557-26 is a request for proposals to provide as-needed professional services in the development of multiple varying City of Hobbs infrastructure projects, initially beginning with Phase 9 of the Trunk Line F Replacement Project. Services to be provided include:

1) Project Management, 2) Project Coordination, 3) Construction inspection services, 4) Material testing services, and 5) Construction grading/surveying services.

RFP 557-26 advertised with six (6) qualified proposals having been received on the closing date of November 5, 2025. An evaluation committee consisting of City staff reviewed and ranked the proposals based on the RFP criteria. The submitting consulting firms and order of ranking are:

1) Wilson Independent Ops of Hobbs, NM; 2) Parkhill, Smith & Cooper of Lubbock, TX; 3) Freese and Nichols of Lubbock, TX; 4) Square Root Services of Hobbs, NM; 5) Pettigrew & Associates of Hobbs, NM and; 6) West Texas Consultants of Andrews, TX.

All respondents to the RFP offer individual specialized services and experience in the development of municipal infrastructure projects. Staff recommends that agreements be executed with five (5) of the six (6) respondents to RFP 557-26 and agreements have been prepared with the top five (5) respective firms (attached).

Fiscal Impact:

There is no immediate fiscal impact in awarding RFP 557-26 and entering into as-needed professional services agreements with these consulting firms.

Individual task orders that clearly define the scope of work and services to be furnished, the not-to-exceed cost of these services and, the budgeted funding account will be generated and submitted for final approval prior to any work being performed or deliverables produced.

Attachments:

RFP 557-26
Proposal Ranking Summary
RFP 557-26 Agreement-Wilson
RFP 557-26 Agreement-Parkhill
RFP 557-26 Agreement-FNI
RFP 557-26 Agreement-SRS
RFP 557-26 Agreement-Pettigrew

Recommendation:

Staff recommends that RFP 557-26 be awarded and agreements be executed with the consulting firms of Wilson Independent Ops, Parkhill, Smith & Cooper, Freese and Nichols, Square Root Services, and Pettigrew & Associates.

Approved By:

Anthony Henry, City Engineer	03/26/2026
Toby Spears, Finance Director	03/26/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	03/26/2026
Manny Gomez, City Manager	03/27/2026



The City of Hobbs, New Mexico

REQUEST FOR PROPOSALS

for

On-Call Project Construction Observation and Inspection Services

RFP 557-26

DUE DATE and TIME: November 5, 2025 @ 4:30 p.m. (MST)

Advertisement: OCTOBER 26, 2025

Deadline for Inquiries: NOVEMBER 3, 2025 @ 5:00PM_(MST)

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This Request for Proposals is separated in two parts: Part I - General Requirements, and Part II - Attachments. The Attachments of Part II are part of the Request for Proposals and the terms, conditions, and criteria therein must be met by any proposer.

PART I – GENERAL

DIVISION I - ADVERTISEMENT

PROPOSAL NO. 557-26

On-Call Project Construction Observation and Inspection Services

City of Hobbs, New Mexico

Sealed Proposals must be received by the City of Hobbs Finance Department, Room 224, Hobbs City Hall, 200 E. Broadway St., Hobbs, New Mexico 88240 by **NOVEMBER 5, 2025 at 4:30 p.m. (MST)**, to provide On-Call Project Construction Observation and Inspection Services. Proposals received after the bid due date/time will be considered non-responsive and will be returned unopened.

Submitted proposals shall not be publicly opened. Any proposal received after the stated time will be returned unopened.

Request for Proposal packages may be obtained from the Finance Department, 200 E. Broadway, Hobbs, NM. Brandy Hukins bhukins@hobbsnm.org or 575-397-9244.

In case of ambiguity or lack of clarity, the City of Hobbs, New Mexico reserves the right to adopt the most advantageous thereof, or to reject any or all proposals and waive irregularities.

CITY OF HOBBS, NEW MEXICO

Manny Gomez, City Manager

Publication Date: **OCTOBER 26, 2025**

DIVISION II – PROJECT DESCRIPTION AND SCOPE OF SERVICES

The City of Hobbs (“COH” or “Owner”) extends an invitation to interested and qualified firms or individuals to submit a Statement of Qualifications (“Proposal”) to provide On-Call Project Construction Observation and Inspection Services.

PROJECT DESCRIPTION AND SCOPE OF SERVICES

The purpose of this RFP is to provide On-Call Project Construction Observation and Inspection Services for the City of Hobbs.

The successful Proposer will execute an agreement with the City of Hobbs to provide On-Call Project Construction Observation and Inspection Services.

The City of Hobbs reserves the exclusive right to award and execute multiple agreements to qualified Proposers responding to this RFP.

PROJECT CONTACTS:

Questions regarding the selection process:

Contact: Brandy Hukins,
Finance
Department
Address: 200 E. Broadway
City / State / Zip: Hobbs, NM 88240
Phone Number: 575-397-9244
bhukins@hobbsnm.org

Technical Questions regarding scope of work:

Tim Woomer, Utilities Director
200 E. Broadway
Hobbs, NM 88240
575-397-9315
twoomer@hobbsnm.org

DIVISION III – RESPONSE FORMAT AND ORGANIZATION

Delivered or hand-carried submittals must be delivered to the City of Hobbs Finance Department at the location listed below. On the submittal package, please display: the firm name, project title, and project number.

All submittals should be sent or delivered to:

CITY OF HOBBS – CITY HALL

Finance Department
Room 224
200 E. Broadway
Hobbs, NM 88240

Attention: Toby Spears, Finance Director

NUMBER OF RESPONSES: Only one proposal may be submitted by each individual entity.

NUMBER OF COPIES: Proposers shall provide **three (3)** identical copies of their proposal to the location specified in the Advertisement and before the closing date and time for receipt of proposals.

PROPOSAL FORMAT

The proposal must be limited in format and length. Format will be 8-1/2" x 11" with foldout sheets, allowed up to 11" x 17" in size. Length of the proposal shall be limited to a maximum of fifteen (15) pages (printed sheet faces) of text and/or graphic material for project proposals. If there is any question as to format requirements they shall be directed to the City of Hobbs, Finance Director for clarification, prior to submittal of documents.

Material excluded from the fifteen (15) page maximum count shall include and shall be limited to:

- Front cover (blank on back side)
- Submittal letter (one page maximum)
- Tables of Contents page (one page maximum)
- Divider pages (See Sections below)
- Certificate(s) of Insurance
- Proposal Signature Form (Attachment A)
- Campaign Contribution Declaration Form (Attachment B)
- Attachment(s) C
- Resident Business Certification (Optional)
- Back cover (blank on one side)

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED, AS NOTED ABOVE - SHALL BE COUNTED TOWARDS THE 15 PAGE MAXIMUM.

Divider Pages are noted herein. The Selection Committee will score proposals based on these Sections. Detailed description and points assigned to each Section is provided under V. EVALUATION.

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED, AS NOTED ABOVE - SHALL BE COUNTED TOWARDS THE 15 PAGE MAXIMUM.

Any proposal deemed non-conforming by the Selection Committee in regard to format will be considered non-responsive. Proposers shall contact the City of Hobbs Representative to clarify any questions concerning format prior to submission.

Proposal Organization - All pages should be numbered except for those specifically excluded as noted above. All foldout pages shall be counted as two (2) pages and should be numbered as such. Proposals should be organized in the same order as the evaluation criteria. Tabs for each evaluation criteria, Sections 1 through 5, are helpful.

Submittal Letter - Each proposal must be accompanied by a submittal letter. The submittal letter (the following information will be required in order to contract for the project) should:

- identify the submitting business as a provider of Project Construction Observation and Inspection Services;
- identify and provide the physical address of the proposers facility;
- identify name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this RFP;
- identify the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP;
- be signed by a person authorized to contractually obligate the Proposer;

Proposal Signature Form (Attachment A) – Include with the submittal letter the completed Signature Sheet and acknowledge any addendums

Campaign Contribution Declaration Form (Attachment B) – Include with the submittal letter the completed Contribution Declaration Form.

DIVISION IV – EVALUATION CRITERIA

A Selection Committee will evaluate the Proposals submitted in response to this RFP. The evaluation criteria will relate to the qualifications and ability of the Proposer to provide the materials and perform the services under this RFP. Proposals submitted should be fully self-contained and include the information requested below in the listed order and index tabbed the same.

The City of Hobbs reserves the exclusive right to award and execute multiple agreements to qualified Proposers responding to this RFP.

A maximum total of 100 points are possible in scoring. The Selection Committee will evaluate the proposals and may conduct interviews with Proposers applying for selection. The evaluation criteria to be used by the Selection Committee and the corresponding point values for each criteria are as follows:

(1) Business Profile: Business description, years in service, years of Project Construction Observation and Inspection Services offered	<u>20 points</u>
(2) Personnel Responsible for Performing Work: Qualifications and experience of personnel who will performing the work required of project	<u>20 points</u>
(3) Capacity: Capacity and capability of the consultant to perform services within a reasonable timeframe	<u>20 points</u>
(4) References: Business past record of performance in providing Project Construction Observation and Inspection Services	<u>10 points</u>
(5) Resident Bidder/Veterans Preference	<u>10 points</u>
(6) Cost per hour	<u>20 points</u>
Total possible points <u>100 points</u>	

- 1. Business Profile** - Provide specific information about the business that demonstrates their ability to provide the services being requested. Provide years in business, years as a Project Construction Observation and Inspection Services business, number of employees, services offered, including any professional affiliations or certifications. If the services of a third party, or subcontractor, are to be utilized, provide a brief company description, contact information, and identify those services to be provided by subcontractor.
- 2. Personnel Responsible for Performing Work** – Provide a list of the personnel who will be responsible for performing the work. List their respective areas of responsibility, years of experience, licensing/certification if applicable, including any other pertinent information to demonstrate their ability to perform the services required in a competent and safe manner.
- 3. Capacity:** Capacity and capability of the consultant to perform services within a reasonable timeframe.
- 4. References** – Provide three (3) references who can discuss the business ability to provide and perform the services being proposed and quality of work. Provide a brief description of the services provided, including the names of contact personnel and a current phone number.
- 5. Resident Bidder/Veterans Preference** will be given to New Mexico resident businesses (5 points) and New Mexico Veteran business or contractor (5 points). A copy of the Proposers business certificate must be included within the submitted proposal.

DIVISION V – THE SELECTION PROCESS

SELECTION PROCESS. A Selection Committee will evaluate and score each submitted Proposal based on the criterion. The City reserves the right to determine the interview process an optional component and proceed, at its discretion, to verify references. If an interview is held, the Selection Committee may secure additional information and/or request clarifications. The City of Hobbs reserves the exclusive right to award and execute multiple agreements to qualified Proposers responding to this RFP.

SCHEDULE OF DEADLINES

Advertise RFP October 26, 2025
Deadline for Mandatory On-Site Inspections
Proposals Due: November 5, 2025 @ 4:30 p.m.

DIVISION VI – GENERAL INFORMATION

INFORMAL QUESTIONS. If you have informal questions regarding this Request for Proposals or if you have informal questions about the purchasing process, please contact:

Brandy Hukins

Tel: 575-397-9244

E-mail Address: bhukins@hobbsnm.org

Note: The City of Hobbs will answer informal questions orally and makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral statements or instructions shall not constitute an amendment to this RFP. Proposers shall not rely on any verbal responses. If you have formal questions about any part of this Request for Proposals, which could result in a material issue or a formal amendment to this RFP, see INTERPRETATIONS AND ADDENDA below.

INTERPRETATIONS AND ADDENDA. Should a Proposer find any ambiguity, inconsistency or error in the Request for Proposals, or should the Proposer be in doubt as to their meaning, he shall at once notify the City Finance Director, in writing, who will send a written addendum either by facsimile or US mail to all Proposers who are on record with Finance Department as having requested a copy of the RFP. Neither the City of Hobbs nor its representatives will be responsible for oral instructions or information. Interpretation or correction of the RFP will be made only by written addendum, which will be mailed or delivered to each Proposer of record. The City of Hobbs is not responsible for any other explanations or interpretations of the RFP.

The Owner is not responsible for assuring delivery of addenda to any Proposer. Failure to receive addenda or failure to acknowledge receipt shall not constitute a basis for claim, protest, or reissue of the Request for Proposals.

This RFP, the Proposal of the successful Proposer and any addenda issued by the Owner during the RFP period are to be included in and will become a part of the agreement when awarded. The Proposers shall acknowledge receipt of addenda on the Proposal form in the space provided, on the RFP Submittal Certification Form.

All formal inquiries or requests for significant or material clarification or interpretation, or notification to the City of Hobbs of errors or omissions relating to this Request for Proposals must be directed, in writing, email, or by facsimile, to:

THE CITY OF HOBBS

Toby Spears, Finance
Director 200 E. Broadway,
Hobbs, NM

Phone: (575) 397-9235
Fax: (575) 397-9450
Email address: tspears@hobbsnm.org

All formal inquiries must be submitted before the time and date set for closing this RFP. Failure to submit inquiries by this deadline may result in the inquiry not being answered.

PROPRIETARY INFORMATION. If you are submitting any information you consider proprietary, you must place it in a separate envelope and mark it "Proprietary Information". If Legal and Finance Department concurs, this information will not be considered public information. The City of Hobbs Legal Department is the final authority as to the extent to which material is considered proprietary or confidential. The Owner assumes no liability for disclosure or use of unmarked data. Unless identified, information submitted in response to this RFP may be disclosed pursuant to the applicable New Mexico Public Records Law and applicable New Mexico Statutes.

OBLIGATIONS. This RFP does not obligate the City of Hobbs to pay any costs incurred in the preparation and submission of Proposals nor to enter into an agreement with any of the applicants.

WITHDRAWAL OF PROPOSAL. Proposals may be withdrawn either personally or by written request any time before the scheduled date and time set for receipt.

AWARD OR REJECTION OF PROPOSALS. The Owner has the right to cancel this Request for Proposals, to reject any or all Proposals, and to waive or decline to waive any irregularities in any submitted Proposals, or to withhold the award for any reason it may determine in the best interest of the Owner and also reserves the right to hold open any or all Proposals for a period of NINETY (90) DAYS after the date of opening thereof and the right to accept a Proposal not withdrawn before the scheduled opening date.

NEGOTIATION OF THE AGREEMENT. The City of Hobbs may proceed to negotiate a contract for materials and services at a compensation which it determines to be fair and reasonable. In making this decision, the City of Hobbs may take into account the estimated value of the scope of services, the complexity, and the services to be rendered. If unable to negotiate a satisfactory contract with the business considered to be the most qualified, at a price determined to be fair and reasonable, negotiations with that business will be formally terminated. The City of Hobbs may then undertake negotiations with the next most qualified business in sequence until an agreement is reached or a determination is made to reject all proposals.

RETURN OF PROPOSALS. The City of Hobbs will not return any Proposals that are submitted.

PART II: ATTACHMENTS

Attachment A: Proposal Signature Form

Attachment B: Campaign Contribution Disclosure Form

Attachment C: Veterans' Preference, Non-Debarment, Non-Collusion, and Related Party Forms

Attachment D: Submittal Inquiry Form

ATTACHMENT A: PROPOSAL FORM SIGNATURE SHEET

RFP : 557-26

Project Construction Observation and Inspection Services

TO: The City of Hobbs, New Mexico

_____, 2025

Proposal of _____:
(Company Name)

A) A Corporation under the laws of the State of _____; or

B) A partnership consisting of _____; or

C) An individual trading as _____.

The undersigned offerer, pursuant to the foregoing "Request for Proposals", has carefully examined the instructions to Offerers, this proposal form and the Specifications.

Company Name

Veterans Preference Number

BY: _____

Resident Preference Number

Type or Print Name

Email address

Address

Telephone Number

City State Zip

NOTE: To be valid, bid must be signed. The signature of a corporation is its president, or an authorized representative. A signature of a partnership must be a valid partner or authorized representative.

THE FOLLOWING ADDENDA ARE HEREBY ACKNOWLEDGED AS FOLLOWS:

ADDENDUM NUMBER: _____ DATED: _____ ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____ ADDENDUM NUMBER: _____ DATED: _____

ATTACHMENT B: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

ATTACHMENT C: VETERANS' PREFERENCE FORM

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

ATTACHMENT C: NON-COLLUSION AFFIDAVIT

STATE OF _____)
City OF _____)

_____ (name) being first duly sworn, deposes and says that he/she is (title) _____ of (organization) _____

who submits herewith to the City of Hobbs, a bid/proposal:

That all statements of fact in such bid/proposal are true:

That said proposal/bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said proposer/bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Hobbs, or of any proposer/bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of bid/proposal, said bidder/proposer;

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his/her proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual group of individuals, except that City of Hobbs, or to any person or persons who have a partnership or other financial interests with said proposer/bidder in his/her business.

By: _____

Title: _____

SUBSCRIBED and sworn to before me this _____ day of _____, 20_____

Notary Public: _____

My Commission Expires:



ATTACHMENT C: DEBARMENT FORM

**City of Hobbs
Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion**

The Bidder/Proposer certifies, by submission of this bid/proposal, neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this submission of bid/proposal by any Federal, State or Local government. It further agrees by submitting this bid/proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/proposer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this bid/proposal submission

Failure to acknowledge the above conditions would render the Bid/Proposal non-responsive.

I acknowledge:

Company Name: _____

Signature _____

Print Name _____

ATTACHMENT C: RELATED PARTY DISCLOSURE FORM

(Bidders and Proposers only)

1. Are you indebted to or have a receivable from any member of the City of Hobbs Commissioners, administration officials, department heads, and key management supervisors with the City of Hobbs?
YES ___ NO ___

2. Are you, or any officer of your company related to any member of the City of Hobbs Commissioners, administration officials, department heads, key management supervisors of the City of Hobbs and have you had any of the following transactions since January 1, 2017 to which City of Hobbs was, is to be, a party?
Sales, Purchase or leasing of property? YES ___ NO ___
Receiving, furnishing of goods, services or facilities? YES ___ NO ___
Commissions or royalty payments? YES ___ NO ___

3. Does any member of the City Commission; administration officials, department heads, key management supervisors with the City of Hobbs, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the City of Hobbs?
YES ___ NO ___

4. At any time from January 1, 2017 through the present, did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the City Commission administration officials, department heads, key management supervisors with the City of Hobbs?
YES ___ NO ___

5. Are you negotiating to employ or do you currently employ any employee, officer, or family member of an employee or officer for the City of Hobbs?

6. Are you an employee of the City of Hobbs or a member of your family an employee of the City of Hobbs?
YES ___ NO ___

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company President _____ **Date** _____

(Print Name and Title): _____

ATTACHMENT D: SUBMITTAL INQUIRY FORM

(Pre-submittal Questions, General Clarifications, etc.)

PROJECT NAME: _____

RFP NUMBER: _____

INQUIRY DEADLINE: _____

QUESTIONS ON: _____

SECTION NUMBER: _____

WRITER: _____

FAX NO. _____

PHONE NO. _____

COMPANY: _____

COMPANY E-MAIL ADDRESS: _____

DATE: _____

QUESTIONS:



RFP EVALUATION CRITERIA

RFP 557-26

PROPOSAL FOR ON-CALL PROJECT CONSTRUCTION OBSERVATION AND INSPECTIONS

EVALUATION CRITERIA AND POINT VALUES

OFFERORS: REVIEWER: OVERALL SCORE

Proposal must address each of the following criteria. Each proposal may be awarded points up to the amount listed.

RATING SHEET FOR		Applicant:	Parkhill, Smith, Cooper	Pettigrew & Associates	Square Root Services	Wilson Independent Ops, LLC	West Texas Consultants	Freese and Nichols
ITEM	POSSIBLE POINTS	SCORE	SCORE	SCORE	SCORE	SCORE	SCORE	SCORE
1. Business Profile: Business description, years of service, years of Project Construction Observation and Inspection Services Offered	20	20.00	20.00	20.00	20.00	20.00	20.00	20.00
2. Personnel Responsible for Performing Work: Qualifications and experience of personnel who will be performing the work required project	20	18.67	17.67	17.00	18.67	17.33	18.00	18.00
3. Capacity: Capacity and capability of the consultant to perform services within a reasonable timeframe	20	19.33	18.67	18.33	19.33	18.00	19.33	19.33
4. References: Business past record of performance in providing Project Construction Observation and Inspection Services	10	10.00	9.00	10.00	10.00	9.67	10.00	10.00
5. Resident Bidder / Veterans Preference	10	5.00	5.00	5.00	5.00	0.00	5.00	5.00
6. Cost per hour	20	19.00	18.67	19.33	19.33	18.00	18.67	18.67
Subtotal	100	92.00	89.00	89.67	92.33	83.00	91.00	91.00

*Items required by statute (§ 13-1-120.B NMSA 1978).

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
WILSON INDEPENDENT OPS, LLC**

THIS AGREEMENT is entered into on this 6th day of April, 2026 by and between the City of Hobbs, New Mexico, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as "City"); and

WILSON INDEPENDENT OPS, LLC

(hereinafter "Consultant") for the purpose of completing On-Call Construction Observation and Inspection Services to be provided to the City.

RECITALS:

1. The City desires to contract with Consultant to provide On-Call Construction Observation and Inspection Services and City has issued RFP #557-26 dated October 26, 2025 to solicit qualified proposals.
2. Consultant has submitted a written proposal to the City to complete the required On-Call Construction Observation and Inspection Services work, pursuant to the Request for Proposal.
3. The Consultant represents that its Owner / President is Leo Wilson, and further represents that Consultant is qualified by training and experience in the type of work required by the City of Hobbs, and as described within RFP 557-26.

NOW, THEREFORE, the parties hereto do mutually agree as follows,

1. Work To Be Performed. The Consultant shall furnish to the City its On-Call Construction Observation and Inspection Services using accepted Engineering, Construction, and Project Management principles and techniques. All work completed under this agreement shall be pursuant to the City's RFP #557-26 dated October 26, 2026, which is attached hereto and made a part of this Agreement as Exhibit #1; and pursuant to Consultant's response proposal to that RFP dated November 5, 2026 which is attached hereto and made a part of this Agreement as Exhibit #2, to the extent that its provisions are not inconsistent with the RFP and applicable laws. Both of these said documents are attached hereto and made a part of this agreement.

As contracted under this Agreement, Consultant shall perform and/or furnish to the City those items which the City requests for completion of Project, including an estimated time schedule, completion date and estimated cost. The City will furnish instructions and specifications for each project with the Task Order for that project.

2. Payment For Services.

A. The City shall pay for said services at the rates specified in the Fee Schedule of Consultant's Proposal except as specified herein. Payment will not be made by the City until the services for that project have been received and accepted by the City as being in compliance with the instructions and specifications, except that for long term projects (60 days or longer) monthly billings based on percent of work completed will be acceptable and negotiated per each specific long-term project. Such payment shall include reimbursement for all expenses incurred in rendering such services unless otherwise specifically provided hereinafter.

B. The total compensation to be paid to Consultant during the term of this Agreement shall be based on specific Task Orders, as agreed, on a case by case basis, unless the Agreement is amended by the City Commission.

C. If additional work is authorized for administrative services, the City will specify payment details and other terms in the work order.

3. Completion Date.

A. Consultant acknowledges that time is of the essence for the performance of all On-Call Construction Observation and Inspection Services. The completion time for each project shall be negotiated as part of the Work Order for each project. In the event any of the On-Call Construction Observation and Inspection Services contracted under this Agreement are not completed on or before the completion date or any negotiated extension of the completion date for that project, it is agreed that the City shall have the option to terminate this Agreement or to reduce the compensation due the Consultant. Said reduction in compensation due to Consultant shall be \$100 for each calendar day or part thereof by which such On-Call Construction Observation and Inspection Services are past due, with a maximum reduction of twenty five percent (25%) of the total cost of the On-Call Construction Observation and Inspection Services work order. Any delay by the City to provide information to Consultant shall not be grounds for penalty to the Consultant.

B. Consultant agrees to complete said On-Call Construction Observation and Inspection Services as herein above stated and shall not be entitled to final payment by the City until the described services have been received and accepted by the City or its agents, as following the terms of the contract. The City shall make progress payments to Consultant as described in each Task Order.

C. Consultant acknowledges that time is of the essence for the performance of the work. The completion time for the work shall be established at the start of the work project, except that any delay by City to provide information to Consultant shall not be grounds for penalty to Consultant. In the event any of the services contracted under this Agreement are not completed on or before an agreed completion date or any negotiated extension of the completion date for a work order, it is agreed that City may terminate this Agreement and reduce the compensation due to Consultant. Any reduction shall be based on a valuation of the uncompleted work outstanding at the date of termination.

4. City Responsibilities.

City will provide plans to review, information on Project, available data and maps, and all other necessary information. City staff members and officials will be available to provide further information as needed by Consultant.

5. Compliance With Appropriate Laws.

Consultant agrees to comply with all Federal, State, and Local laws and ordinances applicable to this work, including the Civil Rights Act.

6. Initial Term of Agreement, Termination and Extended Term.

A. The Initial Term of this agreement shall be two (2) years from the date of execution above, unless terminated by the parties hereto.

B. This Agreement may be terminated by either party upon written notice delivered at least ten (10) days before the intended date of termination. By such termination neither party may nullify obligations already incurred for performance or failure to perform before the date of termination.

C. At the City's sole option, an Extended Term of two (2) years may be approved to extend the agreement after the initial term, if approved by both parties. Provided all conditions of initial agreement remain in effect, an escalation rate increase of five (5%) percent in Consultant and sub-consultant hourly rates for all labor categories will be applied to the Extended Term agreement.

7. Status of Consultant.

Consultant, and its agents and employees, are independent contractors performing services for the City, and are not employees of the City of Hobbs. Consultant and its agents and employees shall not, as a result of this Agreement, accrue any leave, retirement, insurance, bonding, use of City vehicles, worker's compensation benefits or any other benefit afforded to employees of the City.

8. Assignment of Agreement.

Consultant shall not assign or transfer any interest in this Agreement.

9. Subcontracting.

Consultant shall not subcontract any portion of the services to be performed under this Agreement without the City's prior written consent, except for those approved subcontractors identified in Consultant's Proposal.

10. Insurance Requirements and Hold Harmless Provision.

A. Consultant agrees to maintain appropriate insurance during the course of the work program with the City of Hobbs, as follows, and shall indemnify and hold harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities including City's reasonable Attorney fees resulting from the negligence, errors or omissions of Consultant or any employee or agent of Consultant while engaged in performing the services called for herein. Consultant will provide a current Certificate of Insurance to be attached

to this agreement.

- B. Consultant shall obtain, and provide proof thereof, to the City the following insurance coverage:

General Liability as follows: Premises, operations, explosions and collapse hazard, underground hazard, contractual insurance, products with completed operations, broad form property damage, independent contractors and personal injury. The limits of liability shall be no less than \$1,000,000 combined single limits for bodily injury and property damage.

Automobile Liability as follows: Owned, hired and non-owned vehicles. The limits of liability shall be no less than \$1,000,000 combined single limit bodily injury and property damage.

Errors and Omissions Insurance may be required on specific design projects with the amount of insurance commensurate with the size and nature of the Project. However, these insurance requirements will be negotiated with approved Consultants at the time a Task Order is made.

The City of Hobbs shall be named as an additional insured on all the General Liability and Automobile insurance policies.

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

11. Governing Law and Provisions

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

12. Final Payment.

Consultant, upon final payment of all amounts due under this Agreement, releases the City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

13. Amendments.

This Agreement shall not be altered, changed, or amended except by written instrument approved and executed by both parties hereto.

14. Ownership of Work Products.

All drawings, plans, studies, work products, etc. completed under this Agreement shall be the

property of City following payment for services rendered pursuant to the terms of this Agreement. This shall include all electronic files including but limited to AutoCAD files, Spreadsheet, Word Documents, Pictures, etc. Notwithstanding any provision to the contrary contained in this Contract, Consultant shall retain sole ownership to its pre-existing information including but not limited to computer programs, software, standard details, figures, templates and specifications. Any reuse of documents or materials without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, and subcontractors. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Consultant and City.

15. Entire Agreement.

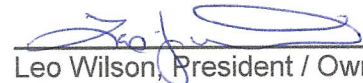
The foregoing constitutes the entire agreement between the parties hereto and may be modified only in writing by the parties hereto.

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

CITY OF HOBBS

WILSON INDEPENDENT OPS, LLC

Jonathan Sena, Mayor



Leo Wilson, President / Owner

Toby Spears, Finance Director

APPROVED AS TO FORM:

Medjine Desrosiers-Douyon, Deputy City Attorney

ATTEST:

Jan Fletcher, City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LEAVELL INS AND REAL ESTATE INC 34350333 PO BOX 848 HOBBS NM 88240	CONTACT NAME:		
	PHONE (575) 393-2550 (A/C, No, Ext):	FAX (575) 393-6539 (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		
INSURED LEO WILSON DBA WILSON INDEPENDENT OPS 3107 N MCKINLEY ST HOBBS NM 88240-1403	INSURER A: Property and Casualty Insurance Company of Hartford		NAIC# 34690
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X	X	34 SBM CB0RYT	03/20/2026	03/20/2027	EACH OCCURRENCE	\$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$1,000,000	
	MED EXP (Any one person)						\$10,000	
	PERSONAL & ADV INJURY						\$1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	
<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
UMBRELLA LIAB EXCESS LIAB							EACH OCCURRENCE	
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							AGGREGATE	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	OTHER
<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. EACH ACCIDENT	
Y/N <input type="checkbox"/> N/A							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SL0000, attached to this policy.

CERTIFICATE HOLDER**CANCELLATION**City Of Hobbs
200 East Broadway Street
Hobbs NM 88240

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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**PROFESSIONAL SERVICES AGREEMENT BETWEEN
PARKHILL, SMITH & COOPER, INC. DBA PARKHILL**

THIS AGREEMENT is entered into on this 6th day of April, 2026 by and between the City of Hobbs, New Mexico, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as "City"); and

PARKHILL, SMITH & COOPER, INC. DBA PARKHILL

(hereinafter "Consultant") for the purpose of completing On-Call Construction Observation and Inspection Services to be provided to the City.

RECITALS:

1. The City desires to contract with Consultant to provide On-Call Construction Observation and Inspection Services and City has issued RFP #557-26 dated October 26, 2025 to solicit qualified proposals.
2. Consultant has submitted a written proposal to the City to complete the required On-Call Construction Observation and Inspection Services work, pursuant to the Request for Proposal.
3. The Consultant represents that its Director of CPS/CM & Partner is Mark Aaron Carpenter, and further represents that Consultant is qualified by training and experience in the type of work required by the City of Hobbs, and as described within RFP 557-26.

NOW, THEREFORE, the parties hereto do mutually agree as follows,

1. Work To Be Performed. The Consultant shall furnish to the City its On-Call Construction Observation and Inspection Services using accepted Engineering, Construction, and Project Management principles and techniques. All work completed under this agreement shall be pursuant to the City's RFP #557-26 dated October 26, 2026, which is attached hereto and made a part of this Agreement as Exhibit #1; and pursuant to Consultant's response proposal to that RFP dated November 5, 2026 which is attached hereto and made a part of this Agreement as Exhibit #2, to the extent that its provisions are not inconsistent with the RFP and applicable laws. Both of these said documents are attached hereto and made a part of this agreement.

As contracted under this Agreement, Consultant shall perform and/or furnish to the City those items which the City requests for completion of Project, including an estimated time schedule, completion date and estimated cost. The City will furnish instructions and specifications for each project with the Task Order for that project.

2. Payment For Services.

A. The City shall pay for said services at the rates specified in the Fee Schedule of Consultant's Proposal except as specified herein. Payment will not be made by the City until the services for that project have been received and accepted by the City as being in compliance with the instructions and specifications, except that for long term projects (60 days or longer) monthly billings based on percent of work completed will be acceptable and negotiated per each specific long-term project. Such payment shall include reimbursement for all expenses incurred in rendering such services unless otherwise specifically provided hereinafter.

B. The total compensation to be paid to Consultant during the term of this Agreement shall be based on specific Task Orders, as agreed, on a case by case basis, unless the Agreement is amended by the City Commission.

C. If additional work is authorized for administrative services, the City will specify payment details and other terms in the work order.

3. Completion Date.

A. Consultant acknowledges that time is of the essence for the performance of all On-Call Construction Observation and Inspection Services. The completion time for each project shall be negotiated as part of the Work Order for each project. In the event any of the On-Call Construction Observation and Inspection Services contracted under this Agreement are not completed on or before the completion date or any negotiated extension of the completion date for that project, it is agreed that the City shall have the option to terminate this Agreement or to reduce the compensation due the Consultant. Said reduction in compensation due to Consultant shall be \$100 for each calendar day or part thereof by which such On-Call Construction Observation and Inspection Services are past due, with a maximum reduction of twenty five percent (25%) of the total cost of the On-Call Construction Observation and Inspection Services work order. Any delay by the City to provide information to Consultant shall not be grounds for penalty to the Consultant.

B. Consultant agrees to complete said On-Call Construction Observation and Inspection Services as herein above stated and shall not be entitled to final payment by the City until the described services have been received and accepted by the City or its agents, as following the terms of the contract. The City shall make progress payments to Consultant as described in each Task Order.

C. Consultant acknowledges that time is of the essence for the performance of the work. The completion time for the work shall be established at the start of the work project, except that any delay by City to provide information to Consultant shall not be grounds for penalty to Consultant. In the event any of the services contracted under this Agreement are not completed on or before an agreed completion date or any negotiated extension of the completion date for a work order, it is agreed that City may terminate this Agreement and reduce the compensation due to Consultant. Any reduction shall be based on a valuation of the uncompleted work outstanding at the date of termination.

4. City Responsibilities.

City will provide plans to review, information on Project, available data and maps, and all other necessary information. City staff members and officials will be available to provide further information as needed by Consultant.

5. Compliance With Appropriate Laws.

Consultant agrees to comply with all Federal, State, and Local laws and ordinances applicable to this work, including the Civil Rights Act.

6. Initial Term of Agreement, Termination and Extended Term.

A. The Initial Term of this agreement shall be two (2) years from the date of execution above, unless terminated by the parties hereto.

B. This Agreement may be terminated by either party upon written notice delivered at least ten (10) days before the intended date of termination. By such termination neither party may nullify obligations already incurred for performance or failure to perform before the date of termination.

C. At the City's sole option, an Extended Term of two (2) years may be approved to extend the agreement after the initial term, if approved by both parties. Provided all conditions of initial agreement remain in effect, an escalation rate increase of five (5%) percent in Consultant and sub-consultant hourly rates for all labor categories will be applied to the Extended Term agreement.

7. Status of Consultant.

Consultant, and its agents and employees, are independent contractors performing services for the City, and are not employees of the City of Hobbs. Consultant and its agents and employees shall not, as a result of this Agreement, accrue any leave, retirement, insurance, bonding, use of City vehicles, worker's compensation benefits or any other benefit afforded to employees of the City.

8. Assignment of Agreement.

Consultant shall not assign or transfer any interest in this Agreement.

9. Subcontracting.

Consultant shall not subcontract any portion of the services to be performed under this Agreement without the City's prior written consent, except for those approved subcontractors identified in Consultant's Proposal.

10. Insurance Requirements and Hold Harmless Provision.

A. Consultant agrees to maintain appropriate insurance during the course of the work program with the City of Hobbs, as follows, and shall indemnify and hold harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities including City's reasonable Attorney fees resulting from the negligence, errors or omissions of Consultant or any employee or agent of Consultant while engaged in performing the services called for herein. Consultant will provide a current Certificate of Insurance to be attached

to this agreement.

- B. Consultant shall obtain, and provide proof thereof, to the City the following insurance coverage:

General Liability as follows: Premises, operations, explosions and collapse hazard, underground hazard, contractual insurance, products with completed operations, broad form property damage, independent contractors and personal injury. The limits of liability shall be no less than \$1,000,000 combined single limits for bodily injury and property damage.

Automobile Liability as follows: Owned, hired and non-owned vehicles. The limits of liability shall be no less than \$1,000,000 combined single limit bodily injury and property damage.

Errors and Omissions Insurance may be required on specific design projects with the amount of insurance commensurate with the size and nature of the Project. However, these insurance requirements will be negotiated with approved Consultants at the time a Task Order is made.

The City of Hobbs shall be named as an additional insured on all the General Liability and Automobile insurance policies.

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

11. Governing Law and Provisions

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

12. Final Payment.

Consultant, upon final payment of all amounts due under this Agreement, releases the City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

13. Amendments.

This Agreement shall not be altered, changed, or amended except by written instrument approved and executed by both parties hereto.

14. Ownership of Work Products.

All drawings, plans, studies, work products, etc. completed under this Agreement shall be the

property of City following payment for services rendered pursuant to the terms of this Agreement. This shall include all electronic files including but limited to AutoCAD files, Spreadsheet, Word Documents, Pictures, etc. Notwithstanding any provision to the contrary contained in this Contract, Consultant shall retain sole ownership to its pre-existing information including but not limited to computer programs, software, standard details, figures, templates and specifications. Any reuse of documents or materials without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, and subcontractors. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Consultant and City.

15. Entire Agreement.

The foregoing constitutes the entire agreement between the parties hereto and may be modified only in writing by the parties hereto.

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

CITY OF HOBBS

Jonathan Sena, Mayor

Toby Spears, Finance Director

APPROVED AS TO FORM:

Medjine Desrosiers-Douyon, Deputy City Attorney

ATTEST:

Jan Fletcher, City Clerk

PARKHILL, SMITH & COOPER, INC.
DBA PARKHILL



Mark Aaron Carpenter
Director of OPS/CM | Partner

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
FREESE AND NICHOLS, INC.**

THIS AGREEMENT is entered into on this 6th day of April, 2026 by and between the City of Hobbs, New Mexico, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as "City"); and

FREESE AND NICHOLS, INC.

(hereinafter "Consultant") for the purpose of completing On-Call Construction Observation and Inspection Services to be provided to the City.

RECITALS:

1. The City desires to contract with Consultant to provide On-Call Construction Observation and Inspection Services and City has issued RFP #557-26 dated October 26, 2025 to solicit qualified proposals.
2. Consultant has submitted a written proposal to the City to complete the required On-Call Construction Observation and Inspection Services work, pursuant to the Request for Proposal.
3. The Consultant represents that its Vice President/Principal is Heather Keister, P.E/CFM, and further represents that Consultant is qualified by training and experience in the type of work required by the City of Hobbs, and as described within RFP 557-26.

NOW, THEREFORE, the parties hereto do mutually agree as follows,

1. Work To Be Performed. The Consultant shall furnish to the City its On-Call Construction Observation and Inspection Services using accepted Engineering, Construction, and Project Management principles and techniques. All work completed under this agreement shall be pursuant to the City's RFP #557-26 dated October 26, 2026, which is attached hereto and made a part of this Agreement as Exhibit #1; and pursuant to Consultant's response proposal to that RFP dated November 5, 2026 which is attached hereto and made a part of this Agreement as Exhibit #2, to the extent that its provisions are not inconsistent with the RFP and applicable laws. Both of these said documents are attached hereto and made a part of this agreement.

As contracted under this Agreement, Consultant shall perform and/or furnish to the City those items which the City requests for completion of Project, including an estimated time schedule, completion date and estimated cost. The City will furnish instructions and specifications for each project with the Task Order for that project.

2. Payment For Services.

A. The City shall pay for said services at the rates specified in the Fee Schedule of Consultant's Proposal except as specified herein. Payment will not be made by the City until the services for that project have been received and accepted by the City as being in compliance with the instructions and specifications, except that for long term projects (60 days or longer) monthly billings based on percent of work completed will be acceptable and negotiated per each specific long-term project. Such payment shall include reimbursement for all expenses incurred in rendering such services unless otherwise specifically provided hereinafter.

B. The total compensation to be paid to Consultant during the term of this Agreement shall be based on specific Task Orders, as agreed, on a case by case basis, unless the Agreement is amended by the City Commission.

C. If additional work is authorized for administrative services, the City will specify payment details and other terms in the work order.

3. Completion Date.

A. Consultant acknowledges that time is of the essence for the performance of all On-Call Construction Observation and Inspection Services. The completion time for each project shall be negotiated as part of the Work Order for each project. In the event any of the On-Call Construction Observation and Inspection Services contracted under this Agreement are not completed on or before the completion date or any negotiated extension of the completion date for that project, it is agreed that the City shall have the option to terminate this Agreement or to reduce the compensation due the Consultant. Said reduction in compensation due to Consultant shall be \$100 for each calendar day or part thereof by which such On-Call Construction Observation and Inspection Services are past due, with a maximum reduction of twenty five percent (25%) of the total cost of the On-Call Construction Observation and Inspection Services work order. Any delay by the City to provide information to Consultant shall not be grounds for penalty to the Consultant.

B. Consultant agrees to complete said On-Call Construction Observation and Inspection Services as herein above stated and shall not be entitled to final payment by the City until the described services have been received and accepted by the City or its agents, as following the terms of the contract. The City shall make progress payments to Consultant as described in each Task Order.

C. Consultant acknowledges that time is of the essence for the performance of the work. The completion time for the work shall be established at the start of the work project, except that any delay by City to provide information to Consultant shall not be grounds for penalty to Consultant. In the event any of the services contracted under this Agreement are not completed on or before an agreed completion date or any negotiated extension of the completion date for a work order, it is agreed that City may terminate this Agreement and reduce the compensation due to Consultant. Any reduction shall be based on a valuation of the uncompleted work outstanding at the date of termination.

4. City Responsibilities.

City will provide plans to review, information on Project, available data and maps, and all other necessary information. City staff members and officials will be available to provide further information as needed by Consultant.

5. Compliance With Appropriate Laws.

Consultant agrees to comply with all Federal, State, and Local laws and ordinances applicable to this work, including the Civil Rights Act.

6. Initial Term of Agreement, Termination and Extended Term.

A. The Initial Term of this agreement shall be two (2) years from the date of execution above, unless terminated by the parties hereto.

B. This Agreement may be terminated by either party upon written notice delivered at least ten (10) days before the intended date of termination. By such termination neither party may nullify obligations already incurred for performance or failure to perform before the date of termination.

C. At the City's sole option, an Extended Term of two (2) years may be approved to extend the agreement after the initial term, if approved by both parties. Provided all conditions of initial agreement remain in effect, an escalation rate increase of five (5%) percent in Consultant and sub-consultant hourly rates for all labor categories will be applied to the Extended Term agreement.

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Consultant, and its agents and employees, are independent contractors performing services for the City, and are not employees of the City of Hobbs. Consultant and its agents and employees shall not, as a result of this Agreement, accrue any leave, retirement, insurance, bonding, use of City vehicles, worker's compensation benefits or any other benefit afforded to employees of the City.

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Consultant shall not assign or transfer any interest in this Agreement.

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Consultant shall not subcontract any portion of the services to be performed under this Agreement without the City's prior written consent, except for those approved subcontractors identified in Consultant's Proposal.

10. Insurance Requirements and Hold Harmless Provision.

A. Consultant agrees to maintain appropriate insurance during the course of the work program with the City of Hobbs, as follows, and shall indemnify and hold harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities including City's reasonable Attorney fees resulting from the negligence, errors or omissions of Consultant or any employee or agent of Consultant while engaged in performing the services called for herein. Consultant will provide a current Certificate of Insurance to be attached

to this agreement.

- B. Consultant shall obtain, and provide proof thereof, to the City the following insurance coverage:

General Liability as follows: Premises, operations, explosions and collapse hazard, underground hazard, contractual insurance, products with completed operations, broad form property damage, independent contractors and personal injury. The limits of liability shall be no less than \$1,000,000 combined single limits for bodily injury and property damage.

Automobile Liability as follows: Owned, hired and non-owned vehicles. The limits of liability shall be no less than \$1,000,000 combined single limit bodily injury and property damage.

Errors and Omissions Insurance may be required on specific design projects with the amount of insurance commensurate with the size and nature of the Project. However, these insurance requirements will be negotiated with approved Consultants at the time a Task Order is made.

The City of Hobbs shall be named as an additional insured on all the General Liability and Automobile insurance policies.

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

11. Governing Law and Provisions

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

12. Final Payment.

Consultant, upon final payment of all amounts due under this Agreement, releases the City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

13. Amendments.

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15. Entire Agreement.

The foregoing constitutes the entire agreement between the parties hereto and may be modified only in writing by the parties hereto.

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

CITY OF HOBBS

FREESE AND NICHOLS, INC.

Jonathan Sena, Mayor



Heather Keister, Vice President / Principal

Toby Spears, Finance Director

APPROVED AS TO FORM:

Medjine Desrosiers-Douyon, Deputy City Attorney

ATTEST:

Jan Fletcher, City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
SQUARE ROOT SERVICES, LLC**

THIS AGREEMENT is entered into on this 6th day of April, 2026 by and between the City of Hobbs, New Mexico, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as "City"); and

SQUARE ROOT SERVICES, LLC

(hereinafter "Consultant") for the purpose of completing On-Call Construction Observation and Inspection Services to be provided to the City.

RECITALS:

1. The City desires to contract with Consultant to provide On-Call Construction Observation and Inspection Services and City has issued RFP #557-26 dated October 26, 2025 to solicit qualified proposals.
2. Consultant has submitted a written proposal to the City to complete the required On-Call Construction Observation and Inspection Services work, pursuant to the Request for Proposal.
3. The Consultant represents that its President and CEO is Jeremy Baker, P.E./P.S. and further represents that Consultant is qualified by training and experience in the type of work required by the City of Hobbs, and as described within RFP 557-26.

NOW, THEREFORE, the parties hereto do mutually agree as follows,

1. Work To Be Performed. The Consultant shall furnish to the City its On-Call Construction Observation and Inspection Services using accepted Engineering, Construction, and Project Management principles and techniques. All work completed under this agreement shall be pursuant to the City's RFP #557-26 dated October 26, 2026, which is attached hereto and made a part of this Agreement as Exhibit #1; and pursuant to Consultant's response proposal to that RFP dated November 5, 2026 which is attached hereto and made a part of this Agreement as Exhibit #2, to the extent that its provisions are not inconsistent with the RFP and applicable laws. Both of these said documents are attached hereto and made a part of this agreement.

As contracted under this Agreement, Consultant shall perform and/or furnish to the City those items which the City requests for completion of Project, including an estimated time schedule, completion date and estimated cost. The City will furnish instructions and specifications for each project with the Task Order for that project.

2. Payment For Services.

A. The City shall pay for said services at the rates specified in the Fee Schedule of Consultant's Proposal except as specified herein. Payment will not be made by the City until the services for that project have been received and accepted by the City as being in compliance with the instructions and specifications, except that for long term projects (60 days or longer) monthly billings based on percent of work completed will be acceptable and negotiated per each specific long-term project. Such payment shall include reimbursement for all expenses incurred in rendering such services unless otherwise specifically provided hereinafter.

B. The total compensation to be paid to Consultant during the term of this Agreement shall be based on specific Task Orders, as agreed, on a case by case basis, unless the Agreement is amended by the City Commission.

C. If additional work is authorized for administrative services, the City will specify payment details and other terms in the work order.

3. Completion Date.

A. Consultant acknowledges that time is of the essence for the performance of all On-Call Construction Observation and Inspection Services. The completion time for each project shall be negotiated as part of the Work Order for each project. In the event any of the On-Call Construction Observation and Inspection Services contracted under this Agreement are not completed on or before the completion date or any negotiated extension of the completion date for that project, it is agreed that the City shall have the option to terminate this Agreement or to reduce the compensation due the Consultant. Said reduction in compensation due to Consultant shall be \$100 for each calendar day or part thereof by which such On-Call Construction Observation and Inspection Services are past due, with a maximum reduction of twenty five percent (25%) of the total cost of the On-Call Construction Observation and Inspection Services work order. Any delay by the City to provide information to Consultant shall not be grounds for penalty to the Consultant.

B. Consultant agrees to complete said On-Call Construction Observation and Inspection Services as herein above stated and shall not be entitled to final payment by the City until the described services have been received and accepted by the City or its agents, as following the terms of the contract. The City shall make progress payments to Consultant as described in each Task Order.

C. Consultant acknowledges that time is of the essence for the performance of the work. The completion time for the work shall be established at the start of the work project, except that any delay by City to provide information to Consultant shall not be grounds for penalty to Consultant. In the event any of the services contracted under this Agreement are not completed on or before an agreed completion date or any negotiated extension of the completion date for a work order, it is agreed that City may terminate this Agreement and reduce the compensation due to Consultant. Any reduction shall be based on a valuation of the uncompleted work outstanding at the date of termination.

4. City Responsibilities.

City will provide plans to review, information on Project, available data and maps, and all other necessary information. City staff members and officials will be available to provide further information as needed by Consultant.

5. Compliance With Appropriate Laws.

Consultant agrees to comply with all Federal, State, and Local laws and ordinances applicable to this work, including the Civil Rights Act.

6. Initial Term of Agreement, Termination and Extended Term.

A. The Initial Term of this agreement shall be two (2) years from the date of execution above, unless terminated by the parties hereto.

B. This Agreement may be terminated by either party upon written notice delivered at least ten (10) days before the intended date of termination. By such termination neither party may nullify obligations already incurred for performance or failure to perform before the date of termination.

C. At the City's sole option, an Extended Term of two (2) years may be approved to extend the agreement after the initial term, if approved by both parties. Provided all conditions of initial agreement remain in effect, an escalation rate increase of five (5%) percent in Consultant and sub-consultant hourly rates for all labor categories will be applied to the Extended Term agreement.

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8. Assignment of Agreement.

Consultant shall not assign or transfer any interest in this Agreement.

9. Subcontracting.

Consultant shall not subcontract any portion of the services to be performed under this Agreement without the City's prior written consent, except for those approved subcontractors identified in Consultant's Proposal.

10. Insurance Requirements and Hold Harmless Provision.

A. Consultant agrees to maintain appropriate insurance during the course of the work program with the City of Hobbs, as follows, and shall indemnify and hold harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities including City's reasonable Attorney fees resulting from the negligence, errors or omissions of Consultant or any employee or agent of Consultant while engaged in performing the services called for herein. Consultant will provide a current Certificate of Insurance to be attached

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Automobile Liability as follows: Owned, hired and non-owned vehicles. The limits of liability shall be no less than \$1,000,000 combined single limit bodily injury and property damage.

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The City of Hobbs shall be named as an additional insured on all the General Liability and Automobile insurance policies.

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

11. Governing Law and Provisions

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

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Consultant, upon final payment of all amounts due under this Agreement, releases the City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

13. Amendments.

This Agreement shall not be altered, changed, or amended except by written instrument approved and executed by both parties hereto.

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All drawings, plans, studies, work products, etc. completed under this Agreement shall be the

property of City following payment for services rendered pursuant to the terms of this Agreement. This shall include all electronic files including but limited to AutoCAD files, Spreadsheet, Word Documents, Pictures, etc. Notwithstanding any provision to the contrary contained in this Contract, Consultant shall retain sole ownership to its pre-existing information including but not limited to computer programs, software, standard details, figures, templates and specifications. Any reuse of documents or materials without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, and subcontractors. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Consultant and City.

15. Entire Agreement.

The foregoing constitutes the entire agreement between the parties hereto and may be modified only in writing by the parties hereto.

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

CITY OF HOBBS

SQUARE ROOT SERVICES, LLC

Jonathan Sena, Mayor



Jeremy Baker, President & CEO

Toby Spears, Finance Director

APPROVED AS TO FORM:

Medjine Desrosiers-Douyon, Deputy City Attorney

ATTEST:

Jan Fletcher, City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Inszone Insurance Services, LLC 2721 Citrus Road, Suite A Rancho Cordova, CA 95742	CONTACT NAME: Certificate Team	
	PHONE (A/C. No. Ext): 877-308-9663	FAX (A/C. No.): 916-400-2625
E-MAIL ADDRESS: certs@inszoneins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
License#: 0F82764 SQUAROO-02	INSURER A: Tri-State Insurance Company of Minnesota	31003
INSURED Square Root Services, LLC 7921 N. World Drive Hobbs, NM 88242	INSURER B: New Mexico Mutual Casualty Company	40627
	INSURER C: Lexington Insurance Company	19437
	INSURER D: Technology Insurance Company	42376
	INSURER E: Firemen's Insurance Company of Washington, D.C.	21784
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1967894250

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		ADV9178502-11	12/1/2025	12/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		CAA9190326-11	12/1/2025	12/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ADV9178502-11	12/1/2025	12/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0109235.103	12/1/2025	12/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C D A	Professional Liability Cyber Liability Cyber Liability			15136371 TCL 1749231 01 ADV9178502-11	12/1/2025 12/2/2025 12/1/2025	12/1/2026 12/2/2026 12/1/2026	Aggregate/Each Claim \$2,000,000 Aggregate Limit \$1,000,000 Aggregate Limit \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Equipment Floater - Policy Number: ADV 9178502-11 - Policy Effective Date: 12/01/2025 - Policy Expiration Date: 12/01/2026 - Lease Rented Equipment: \$25,000 - Deductible: \$1,000 - Insurer A: Tri-State Insurance Company of Minnesota - NAIC #31003

Re: RFP # 557-26, On-Call Construction Observation and Inspection Services

CERTIFICATE HOLDER**CANCELLATION**

City of Hobbs
 200 E Broadway St
 Hobbs NM 88240

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**PROFESSIONAL SERVICES AGREEMENT BETWEEN
PETTIGREW & ASSOCIATES, P.A.**

THIS AGREEMENT is entered into on this 6th day of April, 2026 by and between the City of Hobbs, New Mexico, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as "City"); and

PETTIGREW & ASSOCIATES, P.A.

(hereinafter "Consultant") for the purpose of completing On-Call Construction Observation and Inspection Services to be provided to the City.

RECITALS:

1. The City desires to contract with Consultant to provide On-Call Construction Observation and Inspection Services and City has issued RFP #557-26 dated October 26, 2025 to solicit qualified proposals.
2. Consultant has submitted a written proposal to the City to complete the required On-Call Construction Observation and Inspection Services work, pursuant to the Request for Proposal.
3. The Consultant represents that its President, CEO, & Principal Engineer is Debra P. Hicks, P.E./L.S.I., and further represents that Consultant is qualified by training and experience in the type of work required by the City of Hobbs, and as described within RFP 557-26.

NOW, THEREFORE, the parties hereto do mutually agree as follows,

1. Work To Be Performed. The Consultant shall furnish to the City its On-Call Construction Observation and Inspection Services using accepted Engineering, Construction, and Project Management principles and techniques. All work completed under this agreement shall be pursuant to the City's RFP #557-26 dated October 26, 2026, which is attached hereto and made a part of this Agreement as Exhibit #1; and pursuant to Consultant's response proposal to that RFP dated November 5, 2026 which is attached hereto and made a part of this Agreement as Exhibit #2, to the extent that its provisions are not inconsistent with the RFP and applicable laws. Both of these said documents are attached hereto and made a part of this agreement.

As contracted under this Agreement, Consultant shall perform and/or furnish to the City those items which the City requests for completion of Project, including an estimated time schedule, completion date and estimated cost. The City will furnish instructions and specifications for each project with the Task Order for that project.

2. Payment For Services.

A. The City shall pay for said services at the rates specified in the Fee Schedule of Consultant's Proposal except as specified herein. Payment will not be made by the City until the services for that project have been received and accepted by the City as being in compliance with the instructions and specifications, except that for long term projects (60 days or longer) monthly billings based on percent of work completed will be acceptable and negotiated per each specific long-term project. Such payment shall include reimbursement for all expenses incurred in rendering such services unless otherwise specifically provided hereinafter.

B. The total compensation to be paid to Consultant during the term of this Agreement shall be based on specific Task Orders, as agreed, on a case by case basis, unless the Agreement is amended by the City Commission.

C. If additional work is authorized for administrative services, the City will specify payment details and other terms in the work order.

3. Completion Date.

A. Consultant acknowledges that time is of the essence for the performance of all On-Call Construction Observation and Inspection Services. The completion time for each project shall be negotiated as part of the Work Order for each project. In the event any of the On-Call Construction Observation and Inspection Services contracted under this Agreement are not completed on or before the completion date or any negotiated extension of the completion date for that project, it is agreed that the City shall have the option to terminate this Agreement or to reduce the compensation due the Consultant. Said reduction in compensation due to Consultant shall be \$100 for each calendar day or part thereof by which such On-Call Construction Observation and Inspection Services are past due, with a maximum reduction of twenty five percent (25%) of the total cost of the On-Call Construction Observation and Inspection Services work order. Any delay by the City to provide information to Consultant shall not be grounds for penalty to the Consultant.

B. Consultant agrees to complete said On-Call Construction Observation and Inspection Services as herein above stated and shall not be entitled to final payment by the City until the described services have been received and accepted by the City or its agents, as following the terms of the contract. The City shall make progress payments to Consultant as described in each Task Order.

C. Consultant acknowledges that time is of the essence for the performance of the work. The completion time for the work shall be established at the start of the work project, except that any delay by City to provide information to Consultant shall not be grounds for penalty to Consultant. In the event any of the services contracted under this Agreement are not completed on or before an agreed completion date or any negotiated extension of the completion date for a work order, it is agreed that City may terminate this Agreement and reduce the compensation due to Consultant. Any reduction shall be based on a valuation of the uncompleted work outstanding at the date of termination.

4. City Responsibilities.

City will provide plans to review, information on Project, available data and maps, and all other necessary information. City staff members and officials will be available to provide further information as needed by Consultant.

5. Compliance With Appropriate Laws.

Consultant agrees to comply with all Federal, State, and Local laws and ordinances applicable to this work, including the Civil Rights Act.

6. Initial Term of Agreement, Termination and Extended Term.

A. The Initial Term of this agreement shall be two (2) years from the date of execution above, unless terminated by the parties hereto.

B. This Agreement may be terminated by either party upon written notice delivered at least ten (10) days before the intended date of termination. By such termination neither party may nullify obligations already incurred for performance or failure to perform before the date of termination.

C. At the City's sole option, an Extended Term of two (2) years may be approved to extend the agreement after the initial term, if approved by both parties. Provided all conditions of initial agreement remain in effect, an escalation rate increase of five (5%) percent in Consultant and sub-consultant hourly rates for all labor categories will be applied to the Extended Term agreement.

7. Status of Consultant.

Consultant, and its agents and employees, are independent contractors performing services for the City, and are not employees of the City of Hobbs. Consultant and its agents and employees shall not, as a result of this Agreement, accrue any leave, retirement, insurance, bonding, use of City vehicles, worker's compensation benefits or any other benefit afforded to employees of the City.

8. Assignment of Agreement.

Consultant shall not assign or transfer any interest in this Agreement.

9. Subcontracting.

Consultant shall not subcontract any portion of the services to be performed under this Agreement without the City's prior written consent, except for those approved subcontractors identified in Consultant's Proposal.

10. Insurance Requirements and Hold Harmless Provision.

A. Consultant agrees to maintain appropriate insurance during the course of the work program with the City of Hobbs, as follows, and shall indemnify and hold harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities including City's reasonable Attorney fees resulting from the negligence, errors or omissions of Consultant or any employee or agent of Consultant while engaged in performing the services called for herein. Consultant will provide a current Certificate of Insurance to be attached

to this agreement.

- B. Consultant shall obtain, and provide proof thereof, to the City the following insurance coverage:

General Liability as follows: Premises, operations, explosions and collapse hazard, underground hazard, contractual insurance, products with completed operations, broad form property damage, independent contractors and personal injury. The limits of liability shall be no less than \$1,000,000 combined single limits for bodily injury and property damage.

Automobile Liability as follows: Owned, hired and non-owned vehicles. The limits of liability shall be no less than \$1,000,000 combined single limit bodily injury and property damage.

Errors and Omissions Insurance may be required on specific design projects with the amount of insurance commensurate with the size and nature of the Project. However, these insurance requirements will be negotiated with approved Consultants at the time a Task Order is made.

The City of Hobbs shall be named as an additional insured on all the General Liability and Automobile insurance policies.

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

11. Governing Law and Provisions

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

12. Final Payment.

Consultant, upon final payment of all amounts due under this Agreement, releases the City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

13. Amendments.

This Agreement shall not be altered, changed, or amended except by written instrument approved and executed by both parties hereto.

14. Ownership of Work Products.

All drawings, plans, studies, work products, etc. completed under this Agreement shall be the

property of City following payment for services rendered pursuant to the terms of this Agreement. This shall include all electronic files including but limited to AutoCAD files, Spreadsheet, Word Documents, Pictures, etc. Notwithstanding any provision to the contrary contained in this Contract, Consultant shall retain sole ownership to its pre-existing information including but not limited to computer programs, software, standard details, figures, templates and specifications. Any reuse of documents or materials without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, and subcontractors. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Consultant and City.

15. Entire Agreement.

The foregoing constitutes the entire agreement between the parties hereto and may be modified only in writing by the parties hereto.

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

CITY OF HOBBS

PETTIGREW & ASSOCIATES, P.A.

Jonathan Sena, Mayor

Debra P. Hicks, President & CEO

Toby Spears, Finance Director

APPROVED AS TO FORM:

Medjine Desrosiers-Douyon, Deputy City Attorney

ATTEST:

Jan Fletcher, City Clerk



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
April 6, 2026

SUBJECT: PUBLIC HEARING: Resolution No. 7752 - Concerning the Transfer of Ownership and Location of Dispenser Liquor License No. DIS-001127 from Hotel Artesia, LLC, to Rielero Investments, LLC, Located at 1912 North Grimes, Hobbs, New Mexico

DEPT OF ORIGIN: City Clerk
DATE SUBMITTED: 3/19/2026
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Rielero Investments, LLC, has applied to the State of New Mexico, Alcoholic Beverage Control, and received *preliminary approval* for transfer of ownership and location of Dispenser Liquor License No. DIS-001127 from Hotel Artesia, LLC, 203 North 2nd Street, Artesia, New Mexico, to Rielero Investments, 1912 North Grimes in Hobbs, New Mexico. The application was received by the City Clerk's Office on March 2, 2026, and a public hearing must be held within forty-five (45) days from receipt of such notice. The City has duly published notice of the hearing in the *Hobbs New-Sun* and has properly notified the applicant of such hearing by email and certified mail.

Fiscal Impact:

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

Attachments:

Resolution - Transfer of Dispenser License to Rielero Investments, LLC
Rielero Investments - Application Packet
Rielero Investments Buffer Map for 1912 N Grimes St Rev0 (3-3-26)
Rielero Investments - Affidavit of Publication

Recommendation:

Motion to approve or disapprove the application.

Approved By:

Jan Fletcher, City Clerk	03/23/2026
Toby Spears, Finance Director	03/26/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	03/26/2026
Manny Gomez, City Manager	03/26/2026

CITY OF HOBBS

RESOLUTION NO. 7752

A RESOLUTION CONCERNING THE TRANSFER OF OWNERSHIP AND LOCATION OF DISPENSER LIQUOR LICENSE NO. DIS-001127 FROM HOTEL ARTESIA, LLC, TO RIELERO INVESTMENTS, LLC, LOCATED AT 1912 NORTH GRIMES, HOBBS, NEW MEXICO

WHEREAS, the City of Hobbs has received the application of Rielero Investments, LLC, d/b/a Rielero Investments, for the transfer of ownership and location of Dispenser Liquor License No. DIS-001127 from Hotel Artesia, LLC, 203 North 2nd Street, Artesia, New Mexico, to Rielero Investments, 1912 North Grimes, Hobbs, New Mexico;

WHEREAS, the application has received *preliminary approval* from the State of New Mexico, Alcoholic Beverage Control, and a public hearing is being held by the governing body of the City of Hobbs on April 6, 2026, on the question of whether or not the transfer of ownership and location of the dispenser liquor license should be granted.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the transfer of ownership and location of Dispenser Liquor License No. DIS-001127 from Hotel Artesia, LLC, to Rielero Investments, LLC, d/b/a Rielero Investments, located at 1912 North Grimes, Hobbs, New Mexico, is hereby _____ (*approved or disapproved*).

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

JONATHAN SENA, Mayor

ATTEST:

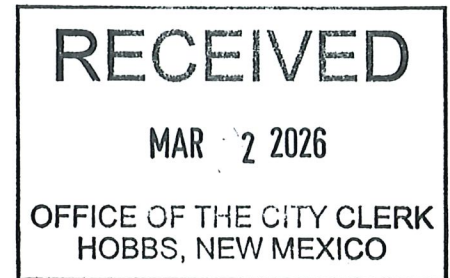
JAN FLETCHER, City Clerk

February 24, 2026

Certified Mail No.: 7021 2720 0001 2204 5296

City of Hobbs

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



Lic. No. /Appl. No.: DIS-001127/BLA-0000015483
Name of Applicant: Rielero Investments, LLC
Doing Business As: Rielero Investments
Proposed Location: 1912 N. Grimes St., Hobbs, New Mexico 88240

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

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

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

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

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

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

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



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

ABC has no preference in the option you choose.

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

THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP AND LOCATION OF INTER-LOCAL DISPENSER LIQUOR LICENSE NO. DIS-001127 WITH ON PREMISES CONSUMPTION.

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

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

Respectfully,
**Trinidad
Alderete**

Digitally signed by Trinidad
Alderete
Date: 2026.02.24 13:59:24
-07'00'

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

Enclosures:

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





Alcoholic Beverage Control Division
Dispenser Intake Application
Application Number: BLA-0000015483



Business Information

Business Information

Business Name: Rielero Investments LLC
Business Structure: Limited Liability Company
State Tax ID Number: XX-XXXXX1-00-5
Business Email: rielero_@msn.com
Type of Business: Alcohol
FEIN: XX-XXX5981
Business Phone: 5754082574

Contact Person Information

Contact Person Name: New Mexico Liquor Licenses LLC c/o
Kyla Stoker
Contact Person Email: kyla@newmexicoliquorlicense.com
Contact Person Phone: 5059805614

Business Mailing Address

Mailing Street: 6617 N Davis Lane
Mailing State: NM
Mailing Country: US
Mailing City: Hobbs
Mailing Zip Code: 88242

Ownership Transfer Type

Specify the appropriate reason for filing this ownership transfer application?

- Applicant Business is buying/acquiring licenses from other business
 Applicant Business has a Change in Ownership

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

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

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

Public Hearing held on _____ 20____ Please check one: Approved Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: Approved Disapproved _____

Signed by Director: _____ Date: _____



Alcoholic Beverage Control Division
Dispenser Intake Application
Application Number: BLA-0000015483



Premises Information

License Information

Specify the type of transfer you are applying for?

- Transfer of Ownership and Location
 Transfer of Ownership

License Number: DIS-001127

License Type: Dispenser

License Expiration Date: 6/30/26

Current License Owner: HOTEL ARTESIA, LLC

Current DBA Name: HOTEL ARTESIA

Current Lessee:

Dispenser Type: Inter-Local Dispenser

Current Premises Address

Physical Street: 203 N. 2ND STREET

Physical City: Artesia

Physical State: NM

Physical Zip Code: 88210

Physical County: Eddy

Local Option District: Artesia

Proposed DBA Name

Do you want to change the license DBA Name? Yes

Requested DBA Name: Rielero Investments

Proposed Premises Physical Address

Is the license moving out of current Local Option District (LOD)? Yes

Physical Street: 1912 N Grimes Street

Physical City: Hobbs

Physical Zip Code: 88240

Physical State: New Mexico

Physical County: Lea

Local Option District: Hobbs

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

Ownership

The land and building which is proposed to be the licensed premises is: Owned by Applicant

The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.

Zoning

Is the proposed premises location zoned? Yes

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

Specify the zone for proposed premises location (example C-1): None



Alcoholic Beverage Control Division
Dispenser Intake Application
Application Number: BLA-0000015483



Distance from nearest School

Name of School: Sanger School

School Street: 2020 N Adobe Dr

School City: Hobbs

School State: New Mexico

School Zip Code: 88240

School Country: United States

School Distance (in feet): More than 1000

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

Distance from nearest Church

Name of Church: Freedom Church

Church Street: 800 W Bender Blvd

Church City: Hobbs

Church State: New Mexico

Church Zip Code: 88240

Church Country: United States

Church Distance (in feet): More than 1000

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

Premises Information 2

Please specify the appropriate option for the premises that you have specified in the application?

- A license has never been issued to the location of the proposed premises.
- A license was once issued to the location of the proposed premises but is no longer being operated at the location.
- Alcohol operations are currently being performed at the proposed premises by the applicant business.
- Alcohol operations are currently being performed at the proposed premises by a business other than the applicant business.

Questions

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



2025

RE: Zoning Certification for properties within the Municipal Boundaries of Hobbs, New Mexico.

Ms. Kyla Stoker,

Pursuant to your request for a Zoning Certification for properties located within the Municipal Boundaries of Hobbs, NM 88240, please be advised that the City of Hobbs has not adopted a zoning ordinance to regulate land uses and locations of different types of development or specific business uses throughout the City. Consequently, the City of Hobbs has no current regulations which govern zoning districts and/or land uses, use of buildings, or use of vacant land. Therefore, the current land usage or proposed land usage is considered a use by right. The proposed use is in conformance with applicable zoning law as of this date.

Please note that the City does have a Major Thoroughfare Plan, Subdivision Regulations, Flood Zone, Fire Zone, Landscaping Regulations, Building Code, Business Registration, Liquor License, Cannabis License and other development regulations that must be followed for improvements and changes in building occupancy types, including building setback requirements. This letter is in regards to that portion of the above referenced real property that exists within the corporate limits of the City of Hobbs, NM in 2025.

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

Sincerely,

CITY OF HOBBS, NEW MEXICO

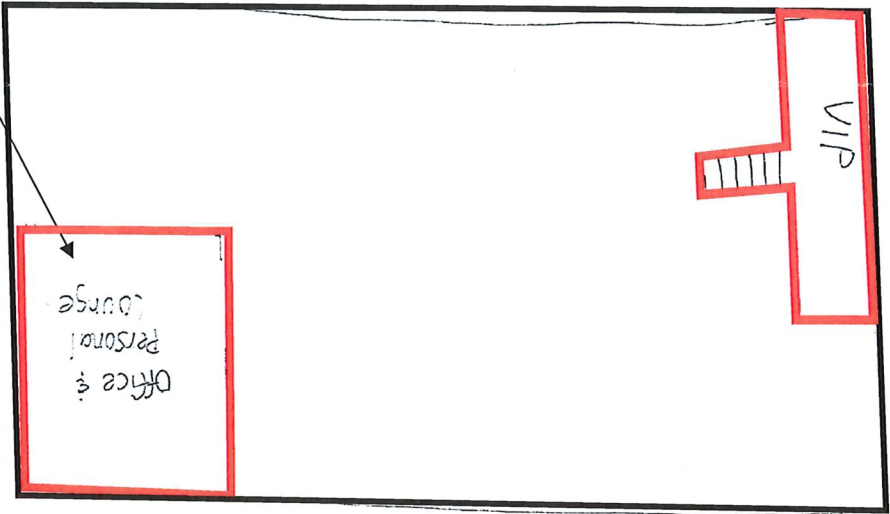
A handwritten signature in blue ink that reads "Todd Randall".

Todd Randall – Planning Department

N ←

Office and Personal Lounge is approximately 540sf is Employees only area.

VIP Lounge is approximately 200sf and has seating only. Alcohol service will be in this area.



Loft/Second Floor
N Grimes → ←

NOTICE OF PUBLIC LIQUOR HEARING

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

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

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

APPLICATION FOR TRANSFER OF OWNERSHIP AND LOCATION OF INTER-LOCAL DISPENSER LIQUOR LICENSE NO. DIS-001127

Applicant: Rielero Investments, LLC

D/B/A: Rielero Investments

Location: 1912 North Grimes

This request is for a transfer of ownership and location of Liquor License No. DIS-001127. The license is currently owned by Hotel Artesia, LLC, and located at 203 North 2nd Street in Artesia, New Mexico.

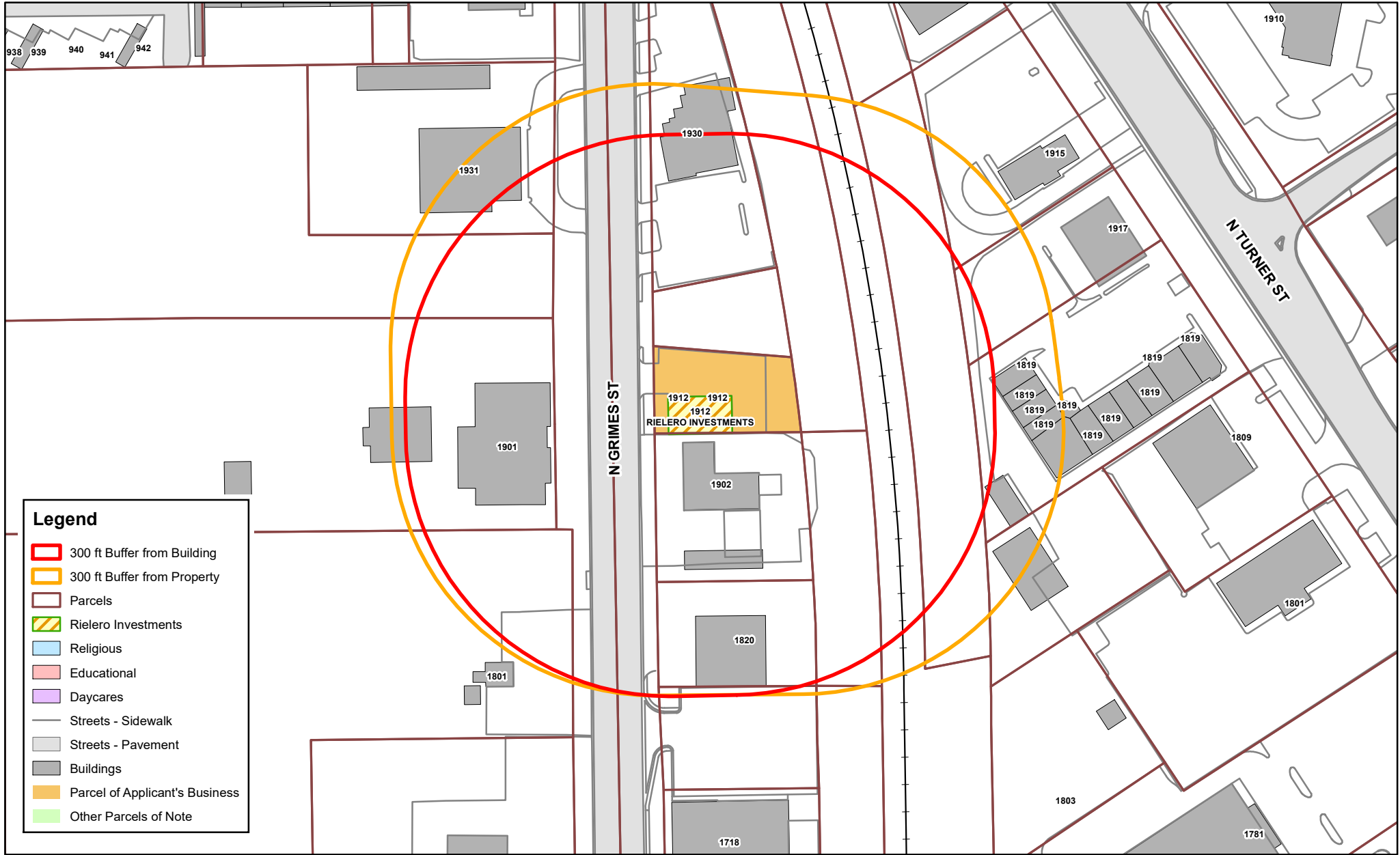
DATED this 3rd day of March, 2026.



JONATHAN SENA, Mayor

Rieler Investments

300 ft Buffer Zone Map for Liquor License for 1912 N. Grimes St.



Legend

- 300 ft Buffer from Building
- 300 ft Buffer from Property
- Parcels
- Rieler Investments
- Religious
- Educational
- Daycares
- Streets - Sidewalk
- Streets - Pavement
- Buildings
- Parcel of Applicant's Business
- Other Parcels of Note



City of Hobbs GIS Division

SY

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

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

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

Beginning with the issue dated
March 05, 2026
and ending with the issue dated
March 19, 2026.



Publisher

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



Business Manager

My commission expires
January 29, 2027

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

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

LEGAL NOTICE
March 5 & 19, 2026

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

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

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

APPLICATION FOR TRANSFER OF OWNERSHIP AND LOCATION OF INTER-LOCAL DISPENSER LIQUOR LICENSE NO. DIS-001127

Applicant: Rielero Investments, LLC
D/B/A: Rielero Investments
Location: 1912 North Grimes
This request is for a transfer of ownership and location of Liquor License No. DIS-001127. The license is currently owned by Hotel Artesia, LLC, and located at 203 North 2nd Street in Artesia, New Mexico.

DATED this 3rd day of March, 2026.

/s/ Jonathan Sena
JONATHAN SENA, Mayor

#00309008

67108146

00309008

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

Medjine Desrosiers-Douyon, Deputy City Attorney 03/26/2026

Manny Gomez, City Manager 03/26/2026



UTILITIES DEPARTMENT

200 E. Broadway
Hobbs, NM 88240

575-397-9315 bus
575-397-9370 fax

**TASK ORDER NO. 4
MANHOLE REHABILITATION PROJECT (RFP NO. 548-24)
FURNISH & INSTALL CURED-IN-PLACE FIBERGLASS REINFORCED RESIN LINER
VARIOUS LOCATIONS**

DATE: FEBRUARY 26, 2025

TO: Infrastructure Rehabilitation USA, Inc. BUS: (318) 629-5485
401 Edwards Street, Suite 2100 ALT: (888) 277-5485
Shreveport, LA 71101

Scope of Work: To furnish, mobilize and install CIP Liner (68 oz. series) or approved equivalent on 50 manholes at various depths for 4ft and 6 ft diameter manholes. This also includes providing, implementing and maintaining a proper traffic control plan in accordance with the manual on Uniform Traffic Control Devices.

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1.4	Mobilization – Contractor mobilization including insurance, payment bond, performance bond, move-in and move-out cost (41-60 Manhole Task Order)	1	LS	\$10,000.00	\$10,000.00
2	Provide, Implement, and Maintain a Traffic Control Plan in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) current edition, obtain approval from COH Traffic Engineering prior to commencement of each phase or task order, all other related work shall be considered incidental to this item.	1	LS	\$25,000.00	\$25,000.00
5.4	Furnish and install CIP Liner (68 oz. Series for manhole less than 13 feet) or approved equivalent Cured in Place Fiberglass Reinforced Resin Liner System in a 4 ft diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (41-60 manholes)	399.2	VF	\$820.00	\$327,344.00

Project time to mobilize, furnish and install CIP Liner (68oz Series) with approved traffic control is estimated at 90 Calendar Days from starting date of April 6, 2026 as noted in this task order.

Project is scheduled as follows: April 6, 2026 – July 6, 2026, weather permitting.

All work shall be in accordance with City of Hobbs standards and Technical Specifications.

Estimated Costs:

Subtotal	<u>\$362,344.00</u>
NMGRT @ 6.5625%	<u>\$23,778.83</u>

TOTAL **\$386,122.83**

Purchase Order No.:

Budget Line Item No.: 62-4062-44901-00248

City of Hobbs



BILL GRIFFIN, WWRF SUPERINTENDENT

The City of Hobbs

Project Pricing

**PROJECT NO. 2 MANHOLE REHABILITATION
PROJECT (RFP NO. 548-241) FURNISH & INSTALL
CURED-IN-PLACE FIBERGLASS REINFORCED RESIN
LINER VARIOUS LOCATIONS**

May 6th, 2025



Hobbs, NM- Project #2

Item #	Description	Unit	Estimated Quantity	Price	Extended Total
1.1	Mobilization - Contractor mobilization including insurance, payment bond, performance bond, move-in and move-out cost. (0 – 10 Manhole Task Order)	LS	0.0	\$ 15,000.00	\$ -
1.2	Mobilization - Contractor mobilization including insurance, payment bond, performance bond, move-in and move-out cost. (11 – 25 Manhole Task Order)	LS	0.0	\$ 12,000.00	\$ -
1.3	Mobilization - Contractor mobilization including insurance, payment bond, performance bond, move-in and move-out cost. (26 – 40 Manhole Task Order)	LS	0.0	\$ 10,000.00	\$ -
1.4	Mobilization - Contractor mobilization including insurance, payment bond, performance bond, move-in and move-out cost. (41 – 60 Manhole Task Order)	LS	1.0	\$ 10,000.00	\$ 10,000.00
2	Provide, Implement, and Maintain a Traffic Control Plan in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) current edition, obtain approval from COH Traffic Engineering prior to commencement of each phase or task order, all other related work shall be considered incidental to this item.	LS	1.00	\$ 25,000.00	\$ 25,000.00
3.1	in accordance with the Manual on Uniform Traffic	EA	0.0	\$ 500.00	\$ -
3.2	Control Devices (MUTCD) current edition, obtain	EA	0.0	\$ 450.00	\$ -
3.3	approval from COH Traffic Engineering prior to	EA	0.0	\$ 400.00	\$ -
3.4	commencement of each phase or task order, all other	EA	0.0	\$ 375.00	\$ -
4.1	related work shall be considered incid	VF	0.0	\$ 785.00	\$ -
4.2	Furnish and install CIP Liner (56 oz. Series for manholes less than 13 feet) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 4-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (11 – 25 Manholes)	VF	0.0	\$ 780.00	\$ -

4.3	Furnish and install CIP Liner (56 oz. Series for manholes less than 13 feet) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 4-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (26 – 40 Manholes)	VF	0.0	\$ 780.00	\$ -
4.4	Furnish and install CIP Liner (56 oz. Series for manholes less than 13 feet) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 4-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (41 – 60 Manholes)	VF	0.0	\$ 775.00	\$ -
5.1	Furnish and install CIP Liner (68 oz. Series for manholes 13 feet and deeper) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 4-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (0 – 10 Manholes)	VF	0.0	\$ 850.00	\$ -
5.2	Furnish and install CIP Liner (68 oz. Series for manholes 13 feet and deeper) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 4-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (11 – 25 Manholes)	VF	0.0	\$ 850.00	\$ -
5.3	Furnish and install CIP Liner (68 oz. Series for manholes 13 feet and deeper) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 4-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (26 – 40 Manholes)	VF	0.0	\$ 830.00	\$ -
5.4	Furnish and install CIP Liner (68 oz. Series for manholes 13 feet and deeper) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 4-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (41 – 60 Manholes)	VF	399.2	\$ 820.00	\$ 327,344.00
6.1	Furnish and install CIP Liner (56 oz. Series for manholes less than 13 feet) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 4.5-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (0 – 10 Manholes)	VF	0.0	\$ 825.00	\$ -
6.2	Furnish and install CIP Liner (56 oz. Series for manholes less than 13 feet) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 4.5-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (11 – 25 Manholes)	VF	0.0	\$ 825.00	\$ -

6.3	Furnish and install CIP Liner (56 oz. Series for manholes less than 13 feet) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 4.5-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (26 – 40 Manholes)	VF	0.0	\$ 820.00	\$ -
6.4	Furnish and install CIP Liner (56 oz. Series for manholes less than 13 feet) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 4.5-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (41 – 60 Manholes)	VF	0.0	\$ 810.00	\$ -
7.1	Furnish and install CIP Liner (68 oz. Series for manholes 13 feet and deeper) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 4.5-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (0 – 10 Manholes)	VF	0.0	\$ 900.00	\$ -
7.2	Furnish and install CIP Liner (68 oz. Series for manholes 13 feet and deeper) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 4.5-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (11 – 25 Manholes)	VF	0.0	\$ 895.00	\$ -
7.3	Furnish and install CIP Liner (68 oz. Series for manholes 13 feet and deeper) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 4.5-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (26 – 40 Manholes)	VF	0.0	\$ 885.00	\$ -
7.4	Furnish and install CIP Liner (68 oz. Series for manholes 13 feet and deeper) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 4.5-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (41 – 60 Manholes)	VF	0.0	\$ 860.00	\$ -
8.1	Furnish and install CIP Liner (56 oz. Series for manholes less than 13 feet) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 5-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (0 – 10 Manholes)	VF	0.0	\$ 885.00	\$ -
8.2	Furnish and install CIP Liner (56 oz. Series for manholes less than 13 feet) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 5-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (11 – 25 Manholes)	VF	0.0	\$ 885.00	\$ -

8.3	Furnish and install CIP Liner (56 oz. Series for manholes less than 13 feet) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 5-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (26 – 40 Manholes)	VF	0.0	\$ 860.00	\$ -
8.4	Furnish and install CIP Liner (56 oz. Series for manholes less than 13 feet) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 5-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (41 – 60 Manholes)	VF	0.0	\$ 850.00	\$ -
9.1	Furnish and install CIP Liner (68 oz. Series for manholes 13 feet and deeper) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 5-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (0 – 10 Manholes)	VF	0.0	\$ 950.00	\$ -
9.2	Furnish and install CIP Liner (68 oz. Series for manholes 13 feet and deeper) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 5-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (11 – 25 Manholes)	VF	0.0	\$ 950.00	\$ -
9.3	Furnish and install CIP Liner (68 oz. Series for manholes 13 feet and deeper) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 5-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (26 – 40 Manholes)	VF	0.0	\$ 930.00	\$ -
9.4	Furnish and install CIP Liner (68 oz. Series for manholes 13 feet and deeper) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 5-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (41 – 60 Manholes)	VF	0.0	\$ 920.00	\$ -
10.1	Furnish and install CIP Liner (68 oz. Series) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 5.5-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (0 – 10 Manholes)	VF	0.0	\$ 1,000.00	\$ -
10.2	Furnish and install CIP Liner (68 oz. Series) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 5.5-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (11 – 25 Manholes)	VF	0.0	\$ 1,000.00	\$ -

10.3	Furnish and install CIP Liner (68 oz. Series) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 5.5-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (26 – 40 Manholes)	VF	0.0	\$ 985.00	\$ -
10.4	Furnish and install CIP Liner (68 oz. Series) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 5.5-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (41 – 60 Manholes)	VF	0.0	\$ 985.00	\$ -
11.1	Furnish and install CIP Liner (68 oz. Series) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 6-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (0 – 10 Manholes)	VF	0.0	\$ 970.00	\$ -
11.2	Furnish and install CIP Liner (68 oz. Series) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 6-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (11 – 25 Manholes)	VF	0.0	\$ 1,050.00	\$ -
11.3	Furnish and install CIP Liner (68 oz. Series) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 6-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (26 – 40 Manholes)	VF	0.0	\$ 1,050.00	\$ -
11.4	Furnish and install CIP Liner (68 oz. Series) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 6-foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. (41 – 60 Manholes)	VF	0.0	\$ 1,025.00	\$ -
12.1	Furnish and install CIP Liner (68 oz. Series) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a manhole with a diameter greater than 6 feet. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. Pricing will be pro rata or proportional to the 4-foot diameter base price listed above. (0 – 10 Manholes)	VF	0.0	\$ 1,100.00	\$ -
12.2	Furnish and install CIP Liner (68 oz. Series) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a manhole with a diameter greater than 6 feet. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. Pricing will be pro rata or proportional to the 4-foot diameter base price listed above. (11 – 25 Manholes)	VF	0.0	\$ 1,100.00	\$ -

12.3	Furnish and install CIP Liner (68 oz. Series) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a manhole with a diameter greater than 6 feet. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. Pricing will be pro rata or proportional to the 4-foot diameter base price listed above. (26 – 40 Manholes)	VF	0.0	\$ 1,100.00	\$ -
12.4	Furnish and install CIP Liner (68 oz. Series) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a manhole with a diameter greater than 6 feet. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. Pricing will be pro rata or proportional to the 4-foot diameter base price listed above. (41 – 60 Manholes)	VF	0.0	\$ 1,100.00	\$ -
13	Install Owner furnished Manhole Ring and Cover per City of Hobbs Standard Details 205.00 & 209.00, Complete in Place	EA	0.0	\$ 1,500.00	\$ -
14	Furnish and Install Concrete Manhole Adjustment per City of Hobbs Standard Detail 205.00, Complete in Place	EA	0.0	\$ 2,000.00	\$ -
					\$ 362,344.00

Hobbs, NM- Project #2- 50 MHs

CIP #/ MH ID	Utility ID #	Depth (FT)	Diameter (FT)	Liner Series	Can be lined (yes/no)
1	979	7.9	4	68 oz.	yes
2	271	7.5	4	68 oz.	yes
3	612	7.5	4	68 oz.	yes
4	394	6.5	4	68 oz.	yes
5	400	8.0	4	68 oz.	yes
6	306	6.6	4	68 oz.	yes
7	101	10.8	4	68 oz.	yes
8	43	10.5	4	68 oz.	yes
9	32	10.1	4	68 oz.	yes
10	131	10.9	4	68 oz.	yes
11	60	9.9	4	68 oz.	yes
12	50	12.7	4	68 oz.	yes
13	169	14.5	4	68 oz.	yes
14	168	13.3	4	68 oz.	yes
15	52	4.0	4	68 oz.	yes
16	56	5.1	4	68 oz.	yes
17	45	5.5	4	68 oz.	yes
18	20	5.9	4	68 oz.	yes
19	158	5.8	4	68 oz.	yes
20	116	5.6	4	68 oz.	yes
21	134	5.1	4	68 oz.	yes
22	177	5.1	4	68 oz.	yes
23	105	5.4	4	68 oz.	yes
24	21	5.6	4	68 oz.	yes
25	836	7.3	4	68 oz.	yes
26	739	7.0	4	68 oz.	yes
27	637	6.8	4	68 oz.	yes
28	644	6.8	4	68 oz.	yes
29	799	6.9	4	68 oz.	yes
30	695	7.0	4	68 oz.	yes
31	841	6.7	4	68 oz.	yes
32	745	6.5	4	68 oz.	yes
33	765	6.4	4	68 oz.	yes
34	689	5.9	4	68 oz.	yes
35	659	6.5	4	68 oz.	yes
36	680	6.1	4	68 oz.	yes
37	838	6.0	4	68 oz.	yes
38	666	5.5	4	68 oz.	yes
39	818	6.5	4	68 oz.	yes
40	726	6.2	4	68 oz.	yes
41	707	6.1	4	68 oz.	yes
42	788	6.0	4	68 oz.	yes
43	882	5.9	4	68 oz.	yes
44	866	7.0	4	68 oz.	yes
45	110	13.0	4	68 oz.	yes
46	317	13.6	4	68 oz.	yes
47	144	13.4	4	68 oz.	yes
48	370	17.8	4	68 oz.	yes
49	102	11.1	4	68 oz.	yes
50	1055	11.4	4	68 oz.	yes
		399.2			

Total VF (4' Diameter)- 399.2

Order #	Manhole #	Location	Type of Manhole	Depth
1	979	East of 309 E Palace in the Street	Brick	7ft
2	271	In alley behind 309 E Palace	Brick	8ft
3	612	In alley behind 203 E Palace	Brick	7ft
4	394	In alley next to 1616 S Turner	Brick	6ft
5	400	In alley next to 1616 S. Cochran	Brick	8ft
6	306	In alley behind 113 E Temple	Brick	6ft
7	101	In alley behind 1218 N Steven Dr.	Concrete	11ft
8	43	In alley near 1406 N Steven Dr.	Brick	10ft
9	32	In alley near 1602 N Steven Dr.	Brick	10ft
10	131	In alley behind 1916 N Steven Dr	Brick	9ft
11	60	In alley near 2002 N Steven Dr.	Brick	9ft
12	50	In alley behind 2206 N Steven Dr	Brick	13ft
13	169	Dirt road behind 2303 N Mimosa	Brick	14ft
14	168	Dirt road behind 2327 N Mimosa	Brick	13ft
15	52	In alley behind 1921 N Grayson	Brick	5ft
16	56	In alley behind 1833 N Grayson	Brick	5ft
17	45	In alley behind 1807 N Grayson	Brick	5ft
18	20	In alley behind 1703 N Grayson	Brick	5ft
19	158	In alley behind 1537 N Breckon	Brick	6ft
20	116	In alley behind 1623 N Breckon	Brick	6ft
21	134	In alley behind 1707 N Breckon	Brick	5ft
22	177	In alley behind 1935 N Breckon	Brick	5ft

23	105	In alley behind 1701 N Penasco	Brick	4ft
24	21	In alley behind 1643 N Penasco	Brick	5ft
25	836	In front of 1117 N Coleman	Brick	6ft
26	739	Int. of Laughlin and Coleman	Brick	6ft
27	637	Int. of Mackenzie and Coleman	Brick	6ft
28	644	Int. of Berry and Coleman	Brick	6ft
29	799	In front of 1408 N Coleman	Brick	6ft
30	695	In front of 1500 N Coleman	Brick	6ft
31	841	In front of 1529 N Coleman	Brick	6ft
32	745	In front of 1613 N Coleman	Brick	6ft
33	765	In front of 1016 W Mackenzie	Brick	6ft
34	689	In front of 1117 W Berry	Brick	5ft
35	659	In front of 1020 E Berry	Brick	5ft
36	680	Int. of Denson and Hollis	Brick	5ft
37	838	In front of 1516 N Denson	Brick	5ft
38	666	In front of 1526 N Gulf	Brick	5ft
39	818	In front of 1502 N Gulf	Brick	6ft
40	726	In front of 1517 N Catherine	Brick	6ft
41	707	In front of 1601 N Catherine	Brick	5ft
42	788	In front of 1606 N San Andreas	Brick	5ft
43	882	In front of 1506 N San Andreas	Brick	5ft
44	866	In Front of 1024 W Laughlin	Brick	6ft
45	110	Next to 3821 W College Ln	Concrete	12ft

46	317	Behind the Humphrey House-dirt rd	Concrete	13ft
47	144	Behind 5420 W Gerry in field	Concrete	12ft
48	370	In street- 5420 N Gerry, by hotel	Concrete	16ft
49	102	In alley behind 1806 W Marquis Ln	Concrete	10ft
50	1055	In alley behind Murphy's Gas Station	Concrete	11ft



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
April 6, 2026

SUBJECT: Consideration of Approval of Generator Replacements for Wells 11 & 12, and 27 utilizing a CES contract with Kirkmeyer Electric

DEPT OF ORIGIN: Utilities

DATE SUBMITTED: 3/9/2026

SUBMITTED BY: Todd Ray, Utilities Superintendent

Summary:

The Utilities Department requests approval to replace two aging emergency backup generators at the Well 27 site and the shared Wells 11/12 site. Both generators are approximately 20 years old and have become unreliable. The Well 27 generator has an internal programming issue that is no longer repairable and replacement parts and support are unavailable. The Wells 11/12 generator shuts down under load despite repeated repair efforts. Due to age, reliability concerns, and limited parts availability, replacement of both units is recommended.

Fiscal Impact:

Budget Line - 604620-43015

Budget Available - \$224,259.37

Well 11/12 Cost - \$91,092.29

Well 27 Cost - \$82,852.26

Total Cost - \$173,944.55

Attachments:

260218-3.00-City of Hobbs-New Generator Well #27

260218-4.00-City of Hobbs-New Generator Well #11-12

COH Requisition Quote Form- Well 27 Gen

COH Requisition Quote Form- Well 11-12 Gen

Recommendation:

Consideration and approval of the purchase of replacement emergency backup generators for Well 27 and the shared Wells 11/12 site from Kirkmeyer Electric in the total amount of \$173,944.55 through CES Contract No. 2026-02-G2137-567.

Approved By:

Bill Griffin, WWRF Superintendent

03/10/2026

Toby Spears, Finance Director	03/26/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	03/26/2026
Manny Gomez, City Manager	03/26/2026



Job Order Contract

Price Proposal Summary - CSI

Date: February 27, 2026

Contract Number: 2026-02-G2137-567

Job Order Number: 260218-3.00

Job Order Title: City of Hobbs-New Generator Well #27

Contractor: Kirkmeyer Electric

Proposal Value: \$82,852.26

Proposal Name: City of Hobbs-New Generator Well #27

Detailed Scope: Labor and material to demo the existing generator and deliver to city yard. Price includes setting new mtu-ROLLS-Royce 250 KW Diesel Generator 277/480 volt, 3 phase, 60 HZ, 1800 RPM Dry Assembly (Provided and quoted by Smith Power Products) Price also includes running two 120 volt 20 amp circuits from subpanel inside generator for battery charging circuits, and block heater circuit. Start up is included in the quote from Smith Power.

Not Included: Transfer Switch, Disconnect, Main Breaker, Remote Annunciator Panel.

Category - 01 - General Requirements:	\$-25,115.57
Category - 26 - Electrical:	\$107,967.83
Proposal Total	\$82,852.26

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: February 27, 2026
Contract Number: 2026-02-G2137-567
Job Order Number: 260218-3.00
Job Order Title: City of Hobbs-New Generator Well #27
Contractor: Kirkmeyer Electric
Proposal Value: \$82,852.26
Proposal Name: City of Hobbs-New Generator Well #27
Adjustment Factor(s) Used: 1.0000-No Adjustment, 1.5500-1. NWH in excess of \$60k (State)

Rec#	CSI Number	Mod.	UOM	Description	Line Total				
CSI - 01 - General Requirements									
1	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees 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 Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	-\$34,900.00				
				Quantity	Unit Price	Factor	Total		
			Installation	-34,900.00	x	\$1.00	x	1.0000 =	-\$34,900.00
			User Note:	Discount					
2	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees 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 Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$250.00				
				Quantity	Unit Price	Factor	Total		
			Installation	250.00	x	\$1.00	x	1.0000 =	\$250.00
			User Note:	Electrical Permit					
3	01 22 16 00 0004		EA	New Mexico Gross Receipts Tax – Varies by County	\$5,102.34				
				Quantity	Unit Price	Factor	Total		
			Installation	5,102.34	x	\$1.00	x	1.0000 =	\$5,102.34
			User Note:	Hobbs Tax Rate @ 6.5625%=\$5,102.34					
4	01 22 16 00 0007		EA	Payment And Performance Bond Bonding 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.	\$1,075.12				
				Quantity	Unit Price	Factor	Total		
			Installation	1,075.12	x	\$1.00	x	1.0000 =	\$1,075.12
5	01 22 23 00 0981		DAY	40 To 45 Ton Lift, Truck Mounted Hydraulic Crane With Full-Time Operator	\$2,992.77				
				Quantity	Unit Price	Factor	Total		
			Installation	1.00	x	\$1,930.82	x	1.5500 =	\$2,992.77
6	01 71 13 00 0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed Truck Includes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.	\$364.20				
				Quantity	Unit Price	Factor	Total		
			Installation	1.00	x	\$234.97	x	1.5500 =	\$364.20

Subtotal for CSI - 01 - General Requirements: \$-25,115.57

CSI - 26 - Electrical

Price Proposal Detail - CSI Continues..

Job Order Number: 260218-3.00
 Job Order Title: City of Hobbs-New Generator Well #27

Rec#	CSI Number	Mod.	UOM	Description	Line Total
CSI - 26 - Electrical					
7	26 05 19 16 0014		MLF	#12 AWG, Type THHN-THWN, 600 Volt, Copper, Single Solid Cable, Installed In Conduit	\$255.85
			Installation	Quantity 0.30 x Unit Price \$550.22 x Factor 1.5500 =	Total \$255.85
8	26 05 19 16 0290		MLF	4/0 AWG, Type THHN-THWN, 600 Volt, Copper, Single Stranded Cable, Installed In Conduit	\$340.03
			Installation	Quantity 0.03 x Unit Price \$7,312.43 x Factor 1.5500 =	Total \$340.03
9	26 05 33 13 2357		LF	1/2" Flexible Liquid Tight Metallic Conduit	\$32.74
			Installation	Quantity 6.00 x Unit Price \$3.52 x Factor 1.5500 =	Total \$32.74
10	26 05 33 13 2363		LF	2-1/2" Flexible Liquid Tight Metallic Conduit	\$179.58
			Installation	Quantity 6.00 x Unit Price \$19.31 x Factor 1.5500 =	Total \$179.58
11	26 05 33 13 2512		EA	1/2" Liquid Tight Non-Metallic Straight Connector	\$25.92
			Installation	Quantity 2.00 x Unit Price \$8.36 x Factor 1.5500 =	Total \$25.92
12	26 05 33 16 0024		EA	One Duplex Receptacle, 4" Square Steel Exposed Work Cover	\$26.26
			Installation	Quantity 2.00 x Unit Price \$8.47 x Factor 1.5500 =	Total \$26.26
13	26 05 83 00 0043		EA	4/0 AWG Low Voltage (To 600 Volt) Two Hole Compression Lug	\$423.34
			Installation	Quantity 4.00 x Unit Price \$68.28 x Factor 1.5500 =	Total \$423.34
14	26 27 16 00 0203		EA	12" x 12" x 6" Hinged Cover, Galvanized Steel NEMA 3R Enclosure	\$408.05
			Installation	Quantity 1.00 x Unit Price \$263.26 x Factor 1.5500 =	Total \$408.05
15	26 32 13 13 0012		EA	150 KW, 3 Phase, Standby Diesel Generator Set (Cummins)	\$106,276.06
			Installation	Quantity 1.00 x Unit Price \$66,596.41 x Factor 1.5500 =	Total \$103,224.44
			Demolition	Quantity 1.00 x Unit Price \$1,968.79 x Factor 1.5500 =	Total \$3,051.62

Subtotal for CSI - 26 - Electrical: \$107,967.83

Proposal Total \$82,852.26

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 Summary - CSI

Date: February 27, 2026
Contract Number: 2026-02-G2137-567
Job Order Number: 260218-4.00
Job Order Title: City of Hobbs-New Generator Well #11/12
Contractor: Kirkmeyer Electric
Proposal Value: \$91,092.29
Proposal Name: City of Hobbs-New Generator Well #11/12
Detailed Scope: Labor and material to demo the existing generator and deliver to city yard. Price includes setting new mtu-ROLLS-Royce 200 KW Diesel Generator 277/480 volt, 3 phase, 60 HZ, 1800 RPM Dry Assembly (Provided and quoted by Smith Power Products) Price also includes running two 120 volt 20 amp circuits from subpanel next to generator for battery charging circuits, and block heater circuit. Start up is included in the quote from Smith Power.

Not Included: Transfer Switch, Disconnect, Main Breaker, Remote Annunciator Panel.

Category - 01 - General Requirements:	-\$31,758.05
Category - 26 - Electrical:	\$121,708.52
Category - 31 - Earthwork:	\$1,141.82
Proposal Total	\$91,092.29

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: February 27, 2026
Contract Number: 2026-02-G2137-567
Job Order Number: 260218-4.00
Job Order Title: City of Hobbs-New Generator Well #11/12
Contractor: Kirkmeyer Electric
Proposal Value: \$91,092.29
Proposal Name: City of Hobbs-New Generator Well #11/12
Adjustment Factor(s) Used: 1.0000-No Adjustment, 1.5500-1. NWH in excess of \$60k (State)

Rec#	CSI Number	Mod.	UOM	Description	Line Total
CSI - 01 - General Requirements					
1	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees 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 Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$250.00
				Quantity Unit Price Factor Total	
	Installation	250.00	x	\$1.00 x	1.0000 = \$250.00
	User Note: Electrical Permit				
2	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees 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 Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	-\$42,164.21
				Quantity Unit Price Factor Total	
	Installation	-42,164.21	x	\$1.00 x	1.0000 = -\$42,164.21
	User Note: Discount				
3	01 22 16 00 0004		EA	New Mexico Gross Receipts Tax – Varies by County	\$5,609.79
				Quantity Unit Price Factor Total	
	Installation	5,609.79	x	\$1.00 x	1.0000 = \$5,609.79
	User Note: Hobbs Tax Rate @ 6.5625%=\$5,609.79				
4	01 22 16 00 0007		EA	Payment And Performance Bond Bonding 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.	\$1,189.40
				Quantity Unit Price Factor Total	
	Installation	1,189.40	x	\$1.00 x	1.0000 = \$1,189.40
5	01 22 23 00 0981		DAY	40 To 45 Ton Lift, Truck Mounted Hydraulic Crane With Full-Time Operator	\$2,992.77
				Quantity Unit Price Factor Total	
	Installation	1.00	x	\$1,930.82 x	1.5500 = \$2,992.77
6	01 71 13 00 0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed Truck Includes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.	\$364.20
				Quantity Unit Price Factor Total	
	Installation	1.00	x	\$234.97 x	1.5500 = \$364.20

Subtotal for CSI - 01 - General Requirements: \$-31,758.05

CSI - 26 - Electrical

Price Proposal Detail - CSI Continues..

Job Order Number: 260218-4.00
 Job Order Title: City of Hobbs-New Generator Well #11/12

Rec#	CSI Number	Mod.	UOM	Description	Line Total
CSI - 26 - Electrical					
7	26 05 19 16 0014		MLF	#12 AWG, Type THHN-THWN, 600 Volt, Copper, Single Solid Cable, Installed In Conduit	\$187.63
			Installation	Quantity 0.22 x Unit Price \$550.22 x Factor 1.5500 =	Total \$187.63
8	26 05 33 13 0064		LF	1" Rigid Galvanized Steel (RGS) Conduit With Threaded Coupling	\$239.48
			Installation	Quantity 15.00 x Unit Price \$10.30 x Factor 1.5500 =	Total \$239.48
9	26 05 33 13 1873		LF	1" Schedule 40 Polyvinyl Chloride (PVC) Conduit With Coupled End, Direct Burial	\$128.65
			Installation	Quantity 20.00 x Unit Price \$4.15 x Factor 1.5500 =	Total \$128.65
10	26 05 33 13 1886		EA	1" Schedule 40 Polyvinyl Chloride (PVC) Conduit 90 Degree Elbow, Direct Burial	\$68.20
			Installation	Quantity 2.00 x Unit Price \$22.00 x Factor 1.5500 =	Total \$68.20
11	26 05 33 13 1938		EA	1" Polyvinyl Chloride (PVC) Conduit Male Terminal Adapters, Direct Burial	\$68.20
			Installation	Quantity 4.00 x Unit Price \$11.00 x Factor 1.5500 =	Total \$68.20
12	26 05 33 13 2357		LF	1/2" Flexible Liquid Tight Metallic Conduit	\$61.63
			Installation	Quantity 10.00 x Unit Price \$3.52 x Factor 1.5500 =	Total \$54.56
			Demolition	Quantity 6.00 x Unit Price \$0.76 x Factor 1.5500 =	Total \$7.07
13	26 05 33 13 2512		EA	1/2" Liquid Tight Non-Metallic Straight Connector	\$32.15
			Installation	Quantity 2.00 x Unit Price \$8.36 x Factor 1.5500 =	Total \$25.92
			Demolition	Quantity 2.00 x Unit Price \$2.01 x Factor 1.5500 =	Total \$6.23
14	26 05 33 13 2552		EA	1" Type LB, Threaded, Two Hub Cast Aluminum Conduit Body With Cover	\$178.03
			Installation	Quantity 2.00 x Unit Price \$57.43 x Factor 1.5500 =	Total \$178.03
15	26 05 33 13 2753		LF	Pipe Or Conduit Wrap For 1" Diameter Pipe, 10 Mil, All-Weather Corrosion Protection Tape (3M Scotchrap 50)	\$22.60
			Installation	Quantity 6.00 x Unit Price \$2.43 x Factor 1.5500 =	Total \$22.60
16	26 05 33 16 0024		EA	One Duplex Receptacle, 4" Square Steel Exposed Work Cover	\$26.26
			Installation	Quantity 2.00 x Unit Price \$8.47 x Factor 1.5500 =	Total \$26.26
17	26 24 13 00 0061		EA	15 To 60 Amperes, 120 / 240 Volt, MC Branch Breaker	\$536.49
			Installation	Quantity 2.00 x Unit Price \$173.06 x Factor 1.5500 =	Total \$536.49
18	26 24 16 00 0394		EA	100 Ampere Rating, 8 Circuit, Main Lug Load Center, 3 Wire, 120/240 Volt, Single Phase, Unassembled Panelboard	\$825.72
			Installation	Quantity 1.00 x Unit Price \$532.72 x Factor 1.5500 =	Total \$825.72
19	26 32 13 13 0014		EA	200 KW, 3 Phase, Standby Diesel Generator Set (Cummins)	\$119,333.48
			Installation	Quantity 1.00 x Unit Price \$74,581.75 x Factor 1.5500 =	Total \$115,601.71
			Demolition	Quantity 1.00 x Unit Price \$2,407.59 x Factor 1.5500 =	Total \$3,731.76

Subtotal for CSI - 26 - Electrical: \$121,708.52

Price Proposal Detail - CSI Continues..

Job Order Number: 260218-4.00
Job Order Title: City of Hobbs-New Generator Well #11/12

Rec#	CSI Number	Mod.	UOM	Description	Line Total
CSI - 31 - Earthwork					
20	31 23 16 13 0002		CY	12" Wide or Less, Excavation for Trenching by Machine in Soil	\$1,141.82
				Quantity Unit Price Factor Total	
			Installation	111.11 x \$6.63 x 1.5500 =	\$1,141.82

Subtotal for CSI - 31 - Earthwork: **\$1,141.82**

Proposal Total **\$91,092.29**

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%**



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
April 6, 2026

SUBJECT: Consideration of Award of Professional Services Contract to Smith Engineering Company for the Mills Neighborhood Street Reconstruction Project. (CES Contract No. 30-80500-22-16991)

DEPT OF ORIGIN: Engineering

DATE SUBMITTED: 3/26/2026

SUBMITTED BY: Anthony Henry, City Engineer

Summary:

The Mills Neighborhood Street Reconstruction Project will provide roadway, sidewalk, and ADA improvements around Mills Elementary School to enhance mobility and safety. Smith Engineering will prepare full design plans for two bid lots covering Cochiti/Rojo, Cielo, Copper, Acoma, and Taos, including asphalt rehabilitation, curb and gutter upgrades, new sidewalk segments, and approximately 21 ADA ramps, as described in the scope. Services include survey, 60% and final design, cost estimating, and bid-phase support, with construction targeted for summer 2027.

This project is part of Year 2 of the Pavement Rehabilitation project administered by the General Services Department. The selected locations are derived from the StreetLogix 10-year/\$10M per year planning maps, incorporating input from the Streets and Engineering teams based on assessed pavement needs and priorities.

For reference, below is a summary of the proposed treatment methods, including a brief description:

Reclamite: (Maltene-Based Rejuvenator) Applied to streets paved within the last three years to restore essential chemical components lost to oxidation, thereby extending pavement life and preventing premature aging.

Scrub Seal: A cost-effective treatment involving the application of asphalt emulsion and aggregate, with a scrub broom to force the emulsion into cracks and surface distresses for enhanced sealing.

Microsurfacing: A polymer-modified emulsion mixture applied over streets that received crack sealing last year, providing a durable wearing surface to improve skid resistance, seal minor distresses, and extend service life.

PPC and 2" HMA: Performed in accordance with NMDOT Section 302 (Processing, placing and compacting existing pavement) and Section 423 (Hot Mix Asphalt).

Mill & Overlay: Involves milling the existing surface and applying a new hot mix asphalt overlay; planned for US 62/180 utilizing \$2.05M in Legislative Grant Funding

Engineer Design: To incorporate improvements such as drainage enhancements, sidewalk, curb, and gutter installations as needed.

Fiscal Impact:

Budget Line:	01-0423-44901-00148	Paving Rehabilitation
Amount Available:	\$9,957,328.00	
Smith Engineering Design Fee:	\$135,033.75	
NMGRT @ 6.5625%:	\$8,861.59	
Total:	\$143,895.34	

Attachments:

Hobbs Mills Neighborhood Street Reconstruction Proposal-Rev 1

Recommendation:

Staff recommends approval of the professional services agreement with Smith Engineering Company for the design of the Mills Neighborhood Street Reconstruction Project utilizing CES Contract No. 30-80500-22-16991.

Approved By:

Anthony Henry, City Engineer	03/26/2026
Toby Spears, Finance Director	03/26/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	03/26/2026
Manny Gomez, City Manager	03/27/2026



March 13, 2026

Revision #1 – March 23, 2026

Anthony Henry, P.E.
City Engineer
City of Hobbs
200 E. Broadway
Hobbs, New Mexico 88240
Via Email: ahenry@hobbsnm.org

**Re: Mills Neighborhood Street Reconstruction Project
CES Contract: 2023-01-C2121-ALL**

Dear Mr. Henry:

Smith Engineering Company (Smith) is pleased to submit this scope and fee proposal for the City of Hobbs Mills Neighborhood Street Reconstruction project. Smith will work under the City's direction to provide construction plans for roadway reconstruction and ADA improvements as further detailed in Exhibit A.

It is Smith's understanding that the City will contract through the Cooperative Educational Services (CES) Procurement methods. Smith is an approved CES vendor under Contract Number 2023-01-C2121-ALL.

Should you have any questions or comments regarding this proposal, please let us know. Our phone number is 575-523-2395 or by email: rustyp@smithengineering.pro.

We appreciate this opportunity and look forward to working with the City on this project.

Sincerely,
Smith Engineering Company

A handwritten signature in black ink that reads "Rusty Payne". The signature is written in a cursive, slightly slanted style.

Rusty Payne, P.E.
Vice President

EXHIBIT A

Project Scope & Need:

The primary goal of this project is to improve mobility (vehicular and pedestrian) in the areas around Mills Elementary School. This will include design of roadway rehabilitation, curb and gutter improvements, sidewalk improvements, and ADA ramp construction. The project will be delivered in two (2) bid lots as shown below:

Bid Lot Number 1:

- Cochiti Avenue – Acoma Drive to Coal Avenue (street name changes to Rojo Drive in the north to south direction). Consisting of processing, placing, and compacting existing asphalt surfacing with minor grade modifications to maintain existing drainage patterns. Sidewalk, curb, and ADA improvements along the north and east sides of the roadway. The curbs and sidewalks abutting Mills Elementary School are in favorable condition and shall remain in place unless grade modifications are required along the south and west sides of the roadway. Approximately 1,500 linear feet in length.
- Cielo Drive – Taos Avenue to Cochiti Avenue. Consisting of processing, placing, and compacting existing asphalt surfacing with minor grade modifications to maintain existing drainage patterns. Construction of curbs, sidewalks, and ADA improvements along the complete reach. Off street perpendicular parking is present behind the anticipated concrete flatwork and will be considered as part of the design. Approximately 360 linear feet in length.
- Copper Avenue – Cochiti Avenue (Rojo Drive) to Fowler Street. Consisting of processing, placing, and compacting existing asphalt surfacing with minor grade modifications to maintain existing drainage patterns. Construction of curbs, sidewalks, and ADA improvements along the north side of the street. Approximately 340 linear feet in length.

Bid Lot Number 2:

- Acoma Drive – Taos Avenue to Cochiti Avenue. The design will include improvements along the east side of the roadway to include curb, sidewalks, alley/driveway construction, and ADA improvements. Approximately 340 linear feet in length.
- Taos Avenue – Acoma Drive to Fowler Street. Consisting of processing, placing, and compacting existing asphalt surfacing within minor grade modifications to maintain existing drainage patterns. Concrete curbs, sidewalks, driveways, and ADA improvements will be completed along the south side of the roadway. Approximately 1,300 linear feet in length.

Project Scheduling:

This project is slated for construction during summer 2027.

Services Not Provided as Part of this Proposal:

- Geotechnical investigation and report.
- Pavement design analysis.
- Drainage investigation, analysis, or report.
- Development of traffic control plan.
- Subsurface utility engineering (SUE).

EXHIBIT A

- Subsurface utility relocation plans.
- Development of stormwater pollution prevention plan (SWPPP).
- Right-of-way mapping and monumentation.
- Development of temporary construction easements and/or permits.

BG 400 – Smith Survey Services:

Smith will provide surveying services to include topographic survey, utility survey (surface features), and apparent right-of-way along each of the corridors presented above. Smith will locate and identify project survey control for the development of a control sheet to be included in the construction documents.

BG 200 – Project Management/Administration:

- Project coordination with project team, both internal and with various City Departments.
- Project administrative duties.

BG 220 – 60 Percent Design:

Smith will complete a site visit, concurrent with the fieldwork survey, to confirm surface features and familiarize the design team with field conditions. The topographic graphic survey information will be utilized to establish general drainage patterns and stormwater flow directions to be maintained in the construction documents. Smith anticipates the following construction plan sheets:

- Project Cover Sheet
- Sheet Index
- General Notes Sheet
- Summary of Quantities Sheet
- Survey Control Sheet
- Horizontal Alignment Sheet
- Roadway Typical Section Sheet
- Roadway Construction Detail Sheet(s)
- Removal/Demolition Sheet(s)
- Roadway Plan Sheet(s)
- ADA Ramp Layout & Elevation Detail Sheet(s)
- Striping Plan(s)

Anticipated ADA Ramps:

- NW Corner Taos Ave/Acoma Dr
- SW Corner Taos Ave/Acoma Dr
- NE Corner Taos Ave/Acoma Dr
- SE Corner Taos Ave/Acoma Dr
- NW Corner Cochiti Ave/Acoma Dr
- SW Corner Cochiti Ave/Acoma Dr
- NE Corner Cochiti Ave/Acoma Dr
- SE Corner Cochiti Ave/Acoma Dr
- Parallel Ramp Cochiti Ave/School
- SW Corner Cochiti Ave/Cielo Dr
- SE Corner Cochiti Ave/Cielo Dr
- Parallel Ramp Cochiti Ave/School
- NE Corner Cochiti Ave/Copper Ave
- SE Corner Cochiti Ave/Copper Ave
- SW Corner Cochiti Ave/School Entry
- NE Corner Roja Dr/Coal Ave

EXHIBIT A

- Anticipated ADA Ramps:
 - NW Corner Roja Dr/Coal Ave
 - NW Corner Copper Ave/Fowler St
- SW Corner Cielo Dr/Taos Ave
- SE Corner Cielo Dr/Taos Ave
- SW Corner Taos Ave/Fowler St

Each of the plan sheets listed above will be separated into their respective bid lot. Smith will also develop an opinion of probable construction costs for the proposed improvements. These opinions will be based on recent bid tabulations and should be utilized as a guide for anticipated costs. In providing this estimate, it is understood that Smith has no control over the cost or availability of labor, equipment, or materials; over market conditions; or over a contractor's method of pricing.

BG 230 – Final Design:

Smith will incorporate design review comments from the City and finalize the construction documents. Smith will develop the Project Manual (wage rates to be requested and provided by the City) and any technical specifications necessary to govern the proposed construction. A final opinion of probable construction costs will also be provided.

BG 240 – Bid Phase Services:

Smith will provide the following bid phase services:

- Attend a City administered Prebid Meeting (virtual attendance).
- Respond to Contractor questions and provide clarification of intent through the issuance of addendum(s).
- Receive scanned copies of bids received, review bids for completeness, compile a tabulation of bids, and provide a recommendation of award letter for City consideration.

The City will be responsible for bid advertisement, hosting/administering the Prebid Meeting, issuance of addendum(s), and hosting/administering the Bid Opening.

Project Fee:

Group	Service	Fee	Fee Type
BG 200	Project Management/Administration	\$9,100.35	Lump Sum
BG 220	60 Percent Design	\$67,035.25	Lump Sum
BG 230	Final Design	\$28,321.65	Lump Sum
BG 240	Bid Phase Services	\$4,576.50	Time & Materials
BG 400	Smith Surveying Services	\$26,000.00	Lump Sum
Subtotal Fee:		\$135,033.75	
NMGRT at 6.5625%:		\$8,861.59	

Estimated Project Schedule:

- Award of Contract
- **Smith Surveying Services – 3 Weeks from receipt of executed contract**
- **60% Design Services – 7 Weeks from receipt of project survey**
- **60% Design Review – 2 Week**
- **Final Design Services – 6 Weeks from receipt of 60% Design Review comments**

EXHIBIT A

Proposal Attachments:

- Fee Development Summary
- 2026 Hourly Charges
- Survey Area Exhibit
- CES Contract

	Senior Project	Civil Engineer	CADD	Administrative	Administrative	-Miles (NM	-Overnight Stay-
Labor Category:	Manager	Associate	Administrator	Associate	Assistant	Rate)-	
2026 Billing Rates CES	\$ 222.75	\$ 133.65	\$ 145.80	\$ 112.39	\$ 84.04	\$ 0.70	\$ 225.00

200 Project Management / Administration

1 Scoping Kick-Off Meeting	1.0	-	2.0	-	-	-	-
2 Project Setup/ Closeout	1.0	-	-	-	-	-	-
3 Smith & Client Correspondence & Coordination	30.0	-	10.0	-	-	-	-
4 Project Closeout Package	1.0	-	-	-	-	-	-
Subtotal Hours	33.0	-	12.0	-	-	-	-
SUBTOTAL COST:	\$ 7,350.75	\$ -	\$ 1,749.60	\$ -	\$ -	\$ -	\$ -
SUBTOTAL Project Management / Administration \$ 9,100.35							

220 60 Percent Design

1 Site Visit & Survey Coordination	15.0	-	30.0	-	-	580.0	3.0
2 Cover Sheet	1.0	-	5.0	-	-	-	-
3 Prepare General Notes, Legend, Index of Sheets	1.0	-	5.0	-	-	-	-
4 Summary of Quantities Sheet	2.0	-	10.0	-	-	-	-
5 Horizontal Alignment Sheet	1.0	-	5.0	-	-	-	-
6 Roadway Typical Section Sheet	1.0	-	1.0	-	-	-	-
7 Construction Detail Sheet - Estimate 2 Sheets	1.0	-	10.0	-	-	-	-
8 Removal/Demolition Sheets - Estimate 9 Sheets (500 LF/Sheet)	5.0	-	45.0	-	-	-	-
9 Road Plan Sheets - Estimate 9 Sheets (500 LF/Sheet)	9.0	-	90.0	-	-	-	-
ADA Ramp Layout & Detail Sheets - Estimate 11 Sheets (2							
10 Ramps per Sheet for 21 Ramps)	11.0	-	110.0	-	-	-	-
11 Striping Plans (Estimate 3 Sheets)	3.0	-	15.0	-	-	-	-
12 Project Manual	4.0	-	20.0	-	-	-	-
13 Opinion of Probable Construction Costs	2.0	-	2.0	-	-	-	-
14 QC Review of Documents	10.0	-	-	-	-	-	-
15 Design Review Meeting With Owner	1.0	-	2.0	-	-	-	-
Subtotal Hours	67.0	-	350.0	-	-	580.0	3.0
SUBTOTAL COST:	\$ 14,924.25	\$ -	\$ 51,030.00	\$ -	\$ -	\$ 406.00	\$ 675.00
SUBTOTAL 60 Percent Design \$ 67,035.25							

230 Final Design

1 Review and address Owner comments	1.0	-	4.0	-	-	-	-
2 Cover Sheet	-	-	1.0	-	-	-	-
3 Prepare General Notes, Legend, Index to Sheets	-	-	1.0	-	-	-	-
4 Summary of Quantities Sheet	-	-	5.0	-	-	-	-
5 Horizontal Alignment Sheet	-	-	1.0	-	-	-	-
6 Roadway Typical Section Sheet	-	-	1.0	-	-	-	-
7 Construction Detail Sheet - Estimate 2 Sheets	-	-	2.0	-	-	-	-
8 Removal/Demolition Sheets - Estimate 9 Sheets (500 LF/Sheet)	-	-	9.0	-	-	-	-
9 Road Plan Sheets - Estimate 9 Sheets (500 LF/Sheet)	5.0	-	45.0	-	-	-	-
ADA Ramp Layout & Detail Sheets - Estimate 11 Sheets (2							
10 Ramps per Sheet for 21 Ramps)	5.0	-	55.0	-	-	-	-
11 Striping Plans (Estimate 3 Sheets)	-	-	5.0	-	-	-	-
12 Project Manual	4.0	-	20.0	-	-	-	-
13 Opinion of Probable Construction Costs	1.0	-	2.0	-	-	-	-
14 Assemble Construction Package	1.0	-	2.0	-	-	-	-
15 Smith QA/QC	10.0	-	-	-	-	-	-
Subtotal Hours	27.0	-	153.0	-	-	-	-
SUBTOTAL COST:	\$ 6,014.25	\$ -	\$ 22,307.40	\$ -	\$ -	\$ -	\$ -
SUBTOTAL Final Design \$ 28,321.65							

240 Bid Phase Services

1 Participate in a City administered Pre-Bid Meeting	2.0	-	4.0	-	-	-	-
2 Prepare and issue Addenda (Estimate 3)	6.0	-	6.0	-	-	-	-
3 Bid Review, Bid Tabulation, & Letter of Recommendation	6.0	-	-	-	-	-	-
Subtotal Hours	14.0	-	10.0	-	-	-	-
SUBTOTAL COST:	\$ 3,118.50	\$ -	\$ 1,458.00	\$ -	\$ -	\$ -	\$ -
SUBTOTAL Bid Phase Services \$ 4,576.50							

	Senior Project	Civil Engineer	CADD	Administrative	Administrative	-Miles (NM	-Overnight Stay-
Labor Summary:	Manager	Associate	Administrator	Associate	Assistant	Rate)-	
Total Hours by Labor Category	141.00	-	525.00	-	-	580.00	3.00
Total Cost by Labor Category	\$ 31,407.75	\$ -	\$ 76,545.00	\$ -	\$ -	\$ 406.00	\$ 675.00

	Labor Category:	Senior Project Manager	Civil Engineer Associate	CADD Administrator	Administrative Associate	Administrative Assistant	-Miles (NM Rate)-	-Overnight Stay-
	2026 Billing Rates CES	\$ 222.75	\$ 133.65	\$ 145.80	\$ 112.39	\$ 84.04	\$ 0.70	\$ 225.00

10%			
- Subconsultants	Cost	Mark-Up	Fee
400 Smith Surveying Services	26,000.0	\$ -	\$ 26,000.00
SUBTOTAL CONSULTANTS FEES			\$ 26,000.00

BG	RECAP	Fee
200	Project Management / Administration	\$ 9,100.35
220	60 Percent Design	\$ 67,035.25
230	Final Design	\$ 28,321.65
240	Bid Phase Services	\$ 4,576.50
	<i>Subconsultants</i>	\$ 26,000.00
TOTAL INCLUDING SUBCONSULTANTS		\$ 135,033.75
	<i>Hobbs (Lea)</i>	
	6.5625%	\$ 8,861.59
TOTAL INCLUDING TAX		\$ 143,895.34

Schedule of Hourly Charges by Billing Classification

Effective January 1, 2026

Charges for engineering services are based on the following rates.*

Engineering Services:

Principal Civil Engineer	\$246.04	Registered Surveyor.....	\$151.88
Principal Environmental Engineer	\$246.04	Survey Technician*	\$138.71
Senior Civil Engineer	\$201.49	Survey Resident*	\$112.39
Senior Environmental Engineer	\$201.49	Survey Assistant*	\$100.24
Staff Civil Engineer.....	\$168.08	1-Person Survey/SUE Crew w/ GPS	\$178.20
Staff Environmental Engineer.....	\$168.08	2-Person Survey/SUE Crew w/ GPS	\$280.46
Junior Civil Engineer	\$156.94	Field Operations Manager	\$183.26
Junior Environmental Engineer	\$156.94	Field Manager.....	\$183.26
Civil Engineer Associate.....	\$133.65	Senior Lab Analyst*	\$143.78
Environmental Engineer Associate.....	\$133.65	Senior Field Analyst*	\$143.78
Senior Project Manager.....	\$222.75	Lab Analyst*	\$131.63
Project Manager	\$178.20	Field Analyst*	\$131.63
Senior Designer	\$156.94	Lab Technician*	\$104.29
CADD Administrator*	\$145.80	Field Technician*	\$104.29
Designer*	\$133.65	Lab Resident*	\$91.13
Junior Designer*	\$123.53	Field Resident*	\$91.13
CADD Assistant*	\$100.24	Administrative Manager	\$128.59
		Administrative Associate	\$112.39
		Administrative Assistant.....	\$84.04
		Receptionist.....	\$49.61

Legal

Time in connection with depositions and discovery will be charged at 2 times the above rates, and time in connection with court appearances will be charged at 3 times the above rates listed above, with a minimum 4-hour charge.

Expenses will be charged as follows:

1. Transportation by automobile.....IRS Standard or State Rates (as applicable)
2. In-house reproduction work.....at prevailing commercial rates
3. Travel and meals.....at direct cost
4. Other consultants

TERMS: Charges are due and payable within thirty (30) days after date of the invoice. Interest will be charged at the rate of 1.5% per month for late payments.

* Time physically worked (not including PTO, holiday, etc.) more than 40 hours in a work week will be charged at one and one-half times the regular rate.



N. ACOMA DR.

TAOS AVE

CIELO DR.

ALLEY

ALLEY

COCHITI AVE

MILLS ELEMENTARY SCHOOL

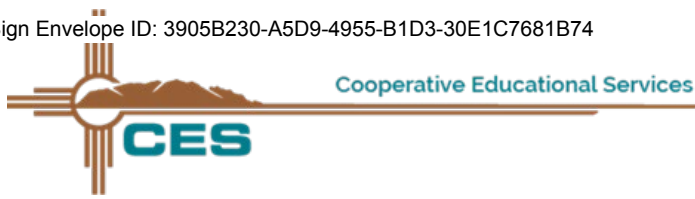
COPPER AVE

ROJO DR.

FOWLER ST.

ALLEY

COAL AVE



Contract Award Letter

October 5, 2022

Smith Engineering, Inc.
2201 San Pedro Dr. NE, Building 4, Suite 200
Albuquerque, NM 87110

Re: Contract Award for:

2023-01-C2121-ALL Design Professional Services, Category 2 - Lot 1, Engineering and Consulting Services

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to our 2023-01 solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The Contract, in conjunction with the Contract and RFP documents, constitute the Agreement between the parties. Please retain all documents for your records. This Indefinite Delivery and Indefinite Quantity contract, as defined in NMSA 13-1-63; is for Four (4) years beginning October 6, 2022 and expiring October 5, 2026, pursuant to 13-1-150 NMSA.

It is the vendor's responsibility to keep pricing up to date throughout the life of the contract.

Sincerely yours,

Cooperative Educational Services

A handwritten signature in blue ink that reads "David Chavez". The signature is written in a cursive style with a long, sweeping tail on the letter "y".

David Chavez
Executive Director, Chief Procurement
Officer
Office: 505.344.5470

ACCEPTANCE OF PROPOSAL AND CONTRACT AWARD

CES RFP NUMBER: 2023-01

RFP DESCRIPTION: Design Professional Services Category 2 - Lot 1, Engineering and Consulting Services

CES CONTRACT NUMBER: 2023-01-C2121-ALL

CONTRACT

This contract award is being made by Cooperative Educational Services (“CES”), 10601 Research Rd. SE, Albuquerque, New Mexico 87123 effective this October 6, 2022, to Smith Engineering, Inc., with its principal office located at 2201 San Pedro Dr. NE, Building 4, Suite 200, Albuquerque, NM 87110 pursuant to the above referenced CES conducted Request for Proposal (“RFP”), or Request for Bids (“RFB”) procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

RECITALS

Cooperative Educational Services (CES) is a cooperative procurement agency created by a Joint Powers Agreement as authorized by Section 11-1-1, et. seq., N.M.S.A., 1978, and Section 13-1-135 and procures tangible personal property, services, and construction services (“Products, Services and/or Construction Services”) pursuant to the New Mexico Procurement Code for the benefit of its Members and Participating Entities. The Members consist of public educational institutions in New Mexico that are signatories to a Joint Powers Agreement establishing CES as their procurement agency. The Participating Entities are governmental and 501(C) (3) organizations that have entered into Participating Entity Agreements with CES which allow them to take advantage of the procurement efforts of CES.

The undersigned (Contract Holder) has successfully responded to a RFP or RFB published by CES in accordance with the Procurement Code, (13-1-103, 111, 112), and Contract Holder is being awarded this RFP or RFB contract by CES which allows Contract Holder to offer Products, Services and Construction Services in accordance with the terms and conditions set forth herein and in the RFP or RFB documents and this contract award.

CONTRACT TERMS

1. The contract term shall be for Four (4) years from the effective contract award date October 6, 2022 through October 5, 2026. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities.

2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP, IFB or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of this RFP or RFB procurement process. The Members/Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

3. Contract Holder acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by a CES Member or Participating Entity with Contract Holder directly or through CES and any resulting contract between the Contract Holder and a CES Member or Participating Entity do not create any additional obligations on the part of CES.

4. For transactions which involve CES transmitting purchase orders from a CES Member/Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the CES Member/Participating Entity in accordance with CES Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES pursuant to this Agreement. CES also volunteers to provide informal mediation services between Contract Holder and CES Member/Participating Entity in the event any dispute arises between them.

5. Contract Holder understand and agree that upon CES' receipt of funds from CES Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by CES Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is

6. authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services.



7. To the extent allowed by New Mexico law, Contract Holder agrees to hold CES harmless from all costs, expenses, attorney fees and judgments based upon claims between a CES Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder

8. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or CES Member/Participating Entity to perform as provided for in the RFP or RFB documents, any purchase order or other contract between Contract Holder and a CES Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

9. Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

9. The Recitals are incorporated herein as contract terms.

Agreed effective the above date:

Cooperative Educational Services

Smith Engineering, Inc.

David Chavez
Printed Name

Rebecca Fink
Printed Name

By: David Chavez

By: DocuSigned by: Rebecca Fink
CCF215E375804CA...

Title: Executive Director

Title: President/CEO

Date: 10/6/2022

Date: 10/27/2022

**ATTACHMENT A
TO CONTRACT 2023-01-C2121-ALL
ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD**

**GENERAL SCOPE OF WORK AND SPECIFICATIONS
CES RFP 2023-01 Design Professional Services
Category 2 - Lot 1, Engineering and Consulting Services**

GENERAL

This contract shall comply with the Procurement Code, 13-1-154.1 NMSA 1978 thresholds for on-call design professional services as follows:

Design fees for a single project shall not exceed Six Hundred Fifty Thousand Dollars (\$650,000) and the contract term shall not exceed four (4) years or Seven Million Five Hundred Thousand (\$7,500,000) whichever occurs first.

1. ENGINEERING BASIC SERVICES

Professional engineers may engage in the practice of engineering and perform engineering work pursuant to the Engineering and Surveying Practice Act as individuals, partners or through joint stock associations or corporations. In the case of an individual, the individual shall be a professional engineer pursuant to the Engineering and Surveying Practice Act. All plans, designs, drawings, specifications, or reports that are involved in such practice, issued by or for the practice, shall bear the seal and signature of a professional engineer in responsible charge of and directly responsible for the work issued. In the case of practice through partnership, at least one of the partners shall be a professional engineer pursuant to the Engineering and Surveying Practice Act, and all plans, designs, drawings, specifications or reports that are involved in such practice, issued by or for the partnership, shall bear the seal and signature of the professional engineer in responsible charge of and directly responsible for such work when issued. In the case of practice through joint stock association or corporation, services or work involving the practice of engineering may be offered through that joint stock association or corporation; provided the person in responsible charge of the activities of the joint stock association or corporation that constitute engineering practice is a professional engineer who has authority to bind such joint stock association or corporation by contract; and further provided that all plans, designs, drawings, specifications or reports that are involved in engineering practice, issued by or for such joint stock association or corporation, bear the seal and signature of a professional engineer in responsible charge of and directly responsible for the work when issued.

An individual, firm, partnership, corporation, or joint stock association may not use or assume a name involving the terms "engineer", "professional engineer", "engineering", "registered" or "licensed" engineer or any modification or derivative of such terms unless that individual, firm, partnership, corporation or joint stock association is qualified to practice engineering in accordance with the requirements in this section.

The purpose and scope of work for Category 2 is to acquire a full-service engineering firm(s) or surveying firms to provide services that *may* include the professional licensed disciplines in in Category 1.

2. ENGINEERING SERVICES CLASSIFICATIONS

- a. consultation, research, investigations, and reports
- b. Design services for construction projects
- c. Engineering support services

3. PROJECT PHASES

Each individual project's scope of work performed will be subject to the individual CES Member or Participating Entity engaging, assessing, evaluating, selecting, and negotiating with the Offeror that possesses the qualifications, background, experience, attributes and resources that best fit their project's goals, objectives and outcomes, and to assist them in developing, implementing, executing, conducting and completing the identified project in the most cost effective and timely manner. The project phases may include, but are not limited to:

1. Programming phase;
2. Conceptual design and alignment studies;
3. Schematic design phase;
4. Design development phase;
5. Construction documents phase;
6. Procurement and/or bidding phase;
7. Construction phase;
8. Project acceptance and close-out;
9. Project 11-month warranty phase
10. CES Member/Participating Entity retainage of records

4. DESIGN ACTIVITIES

The tasks and activities to be performed may relate to and include, but are not limited to new infrastructure, facility and building construction.

5. Hourly Rate Schedule and Reimbursable Fees shall be submitted after Final Award Notice for the

Contract File: The Offeror will furnish its proposed hourly rate schedule and Reimbursable Fees schedule that will become part of the Offeror's procurement file. The Hourly Rate Schedule must clearly state and identify any/all services and related services proposed in response to this solicitation with their associated costs, whether provided by the Offeror. The Offeror will maintain, keep current and provide copies of the approved hourly rate schedule to CES Agencies for audit purposes when preparing quotes. The Hourly Rate Schedule may be modified at contract renewal.

6. Quote/Proposal for the Work for CES Member/Participating Entity: When preparing a quote/proposal under a CES-awarded contract, the Offeror must clearly identify and break out services, deliverables, materials, and reimbursable expenses into individual line items as they appear on the Offeror's awarded price schedule or pricing methodology. Stated prices must include the CES one percent (1.25 %) administrative fee.

End of Category 2 / Lot 1 Scope of Work



ATTACHMENT B
ACCEPTANCE OF PROPOSAL, OFFER,
AND CONTRACT AWARD
Design Professional Services
Category 2 - Lot 1, Engineering and Consulting Services

PRICING

All pricing including updates/changes must be uploaded through the vendor portal in the eProcurement System for review and approval by CES.

- A. **Price List/Pricing:** The Offeror will upload through the vendor portal electronic copies of or provide electronic access to the approved current price list(s) for products and services offered under this solicitation (RFP) upon execution of this contract. The Offeror must keep current all pricing for any contract issued as a result of this solicitation. Should the Offeror fail to update pricing with CES, the Offeror shall honor their pricing on file with CES at the time of their quote submittal to the CES Member/Participating Entity. Discounts off the current price list are permitted and must remain firm throughout the life of the contract. Discount off list price must be clearly noted in the price quote to the member. All pricing must include the CES 1.25% administration fee.
- B. **New Technology and Products:** New products or related services announced by manufacturer and/or Contractor may be added to this existing contract. Pricing shall be equivalent to the percentage discount of other product(s); is substantially superior to the original product(s) offered; is discounted in a similar or to a greater degree; and if the product(s) meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. CES is responsible for approving any product, service or technology for this contract. CES can reject any approved additions, any new product, service or technology for this contract, without cause.
- C. **Price Quote/Proposal:** When preparing a quote/proposal under a CES awarded contract, the Offeror must clearly identify and break out quantities, descriptions, supplies, materials, equipment and services into individual line items as they appear on the Offeror's awarded price schedule or pricing methodology. At a minimum all quotes or proposals shall include the following: description, "hourly labor rate or the list/catalog unit price", "the per cent discount offered" and the final "CES price". All stated prices must include the CES one point two five percent (1.25%) administrative fee. Shipping/Freight costs and the New Mexico Gross Receipts Tax as applicable must be stated in separate lines.
- D. **Price Reduction, Promotional and Special Pricing:** A price reduction can be offered at any time and will become effective upon approval by CES. CES reserves the right to approve or disapprove such requests.
- E. **Price Increases:** Anytime during the life of the contract, pricing can be updated (increased/decreased) with proper justification letter from the manufacturer or distributor thereof and will become effective upon approval by CES. CES reserves the right to approve or disapprove such requests.
- F. **Price Surcharges:** Depending on current market conditions, surcharges may apply as approved by CES.