



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

**Monday, May 18, 2026 - 6:00 PM**

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

---

**AGENDA**

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

**CALL TO ORDER AND ROLL CALL**

**INVOCATION AND PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES**

1. Minutes of the May 4, 2026, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

**PROCLAMATIONS AND AWARDS OF MERIT**

2. Proclamation Proclaiming May 18, 2026, as "JESUS ORTIZ AND LILLIANNA CORTEZ DAY" in the City of Hobbs (*Jonathan Sena, Mayor*)
3. Proclamation Proclaiming the Week of May 17 - 23, 2026, as "EMERGENCY MEDICAL SERVICES WEEK" in the City of Hobbs (*Jonathan Sena, Mayor*)

4. Recognition of City Employees - Milestone Service Awards for the Month of May, 2026 (*Manny Gomez, City Manager*)
  - 5 years - Bryan Vasquez, Parks and Open Spaces Department
  - 5 years - Joshua Montoya, General Services Department
  - 10 years - Shawn Smith, General Services Department
  - 10 years - Terri Lewis, Recreation Department
  - 20 years - Kenneth Brotherton, Utilities Department

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

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

5. Resolution No. 7768 - Authorizing the Mayor to Grant a Special Noise Variance to the Noise Ordinance for the Juneteenth Freedom Festival to be Held on June 19- 21, 2026, at Booker T. Washington Elementary School Park, 1200 East Humble St., Hobbs, New Mexico (*Jan Fletcher, City Clerk*)
6. Resolution No. 7769 - Authorizing the Mayor to Make Appointments to the City of Hobbs Advisory Boards (*Jonathan Sena, Mayor*)
7. Resolution No. 7770 - Approving the FY2026 3rd Quarter (March 2026) DFA Financial Report (*Deb Corral, Assistant Finance Director*)

## **DISCUSSION**

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

8. Resolution No. 7771 - Adopting the Fiscal Year 2026-2027 Preliminary Budget (*Deb Corral, Assistant Finance Director*)
9. FINAL ADOPTION: Ordinance No. 1169 - Amending Chapter 3.20 of the Hobbs Municipal Code Regarding the City of Hobbs Procurement Policy (*Deb Corral, Assistant Finance Director*)
10. Consideration of Approval of RFP 561-26, Furnish Chlorine Based Disinfection Products (*Anthony Henry, City Engineer*)
11. Consideration of Approval of the Purchase of Two (2) 2026 Ford Expeditions

from Chalmers Ford Utilizing a State Pricing Agreement (*Mark Doporto, Fire Chief*)

12. Resolution No. 7772 - Adopting New Fees at the CORE (*Doug McDaniel, Recreation Director*)

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

13. Next Meeting Dates:

### **City Commission Regular Meetings**

- Monday, June 1, 2026, at 6:00 p.m.
- Monday, June 15, 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:  
**May 18, 2026**

---

**SUBJECT:** Minutes of the May 4, 2026, Regular Commission Meeting

**DEPT OF ORIGIN:** City Clerk  
**DATE SUBMITTED:** 5/5/2026  
**SUBMITTED BY:** Jan Fletcher, City Clerk

---

**Summary:**  
Minutes of the regular Commission meeting held on May 4, 2026.

---

**Fiscal Impact:**

N/A

---

**Attachments:**  
May 4, 2026 - Minutes

---

**Recommendation:**

Motion to approve the minutes.

---

**Approved By:**

Jan Fletcher, City Clerk            05/06/2026  
Manny Gomez, City Manager    05/12/2026

Minutes of the regular meeting of the Hobbs City Commission held on Monday, May 4, 2026, in the City Commission Chamber, 200 East Broadway, 1<sup>st</sup> Floor Annex, Hobbs, New Mexico. This meeting was also broadcast via Livestream on the City's website at [www.hobbsnm.org](http://www.hobbsnm.org).

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

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

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

Also present:

Manny Gomez, City Manager  
Todd Randall, Assistant City Manager  
Medjine Desrosiers-Douyon, Deputy City Attorney  
Mark Doporto, Fire Chief  
Ryan Herrera, Deputy Fire Chief  
Wade Lyons, Acting Police Chief  
Anthony Henry, City Engineer  
Lou Maldonado, Parks Superintendent  
Matt Hughes, Rockwind Superintendent  
Chad Littlejohn, Marketing Coordinator  
Evelyn Nunez, Event Coordinator  
Doug McDaniel, Recreation Director  
Lyndsey Henderson, CORE Facility Director  
Nichole Lawless, Library Director  
Nicholas Goulet, Human Resources Director  
Tracy South, Assistant Human Resources Director  
Deborah Corral, Acting Finance Director  
Shelia Baker, General Services Director  
Bill Griffin, WWRF Superintendent  
Christa Belyeu, I.T. Director  
Julie Nymeyer, Executive Assistant  
Jan Fletcher, City Clerk  
Rose Galavez, Deputy City Clerk  
Alyxandra Salas, Assistant Deputy City Clerk  
32 citizens

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

Commissioner Penick delivered the invocation and Commissioner Smith led the Pledge of Allegiance.

### **Approval of Minutes**

Commissioner Calderón moved the minutes of the regular meeting of April 20, 2026, be approved as written. Commissioner Penick seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Calderón yes, Penick yes, Gerth yes, Sena yes. The motion carried.

### **Closed Session**

The City Commission convened in closed session on Monday, May 4, 2026, at 4:00 p.m. for discussion of matters subject to the attorney-client privilege pertaining to threatened or pending litigation in Federal or State Courts in which the City is or may become a participant, specifically Ahmaad White v. City of Hobbs – 2:23-cv-01080-DHU-GJF. The matters discussed in the closed meeting were limited only to pending litigation and no action was taken during the meeting.

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

Mayor Sena proclaimed Saturday, May 16, 2026, as “KIDS TO PARK DAY” in the City of Hobbs. He stated the day is designed to inspire children to spend more time outdoors, promote active lifestyles, and foster a deeper appreciation for nature. Mayor Sena presented the proclamation to Mr. Matt Hughes of the Parks and Open Spaces Department. Mr. Hughes shared details about the upcoming celebration which will take place on May 16, 2026, at both Del Norte Park and City Park with a variety of activities throughout the parks. He encouraged residents, especially children and families, to attend and enjoy the day’s activities.

Mayor Sena proclaimed the month of May, 2026, as “MOTORCYCLE SAFETY AWARENESS MONTH” in the City of Hobbs. He highlighted efforts by the National Highway Traffic Safety Administration and emphasized the message to “Look Twice – Save a Life”. He underscored the importance of raising awareness about the increasing number of motorcyclists on the roadways in Hobbs to help prevent accidents and, most importantly, save lives. Mayor Sena presented the proclamation to Mr. Brian Belyeu, an avid local motorcyclist.

Mayor Sena proclaimed May 3–9, 2026, as “PUBLIC SERVICE RECOGNITION WEEK” in the City of Hobbs. He encouraged residents to honor the dedicated men and women who have answered the call to serve both our nation and local communities as government employees. He stated these heroes perform the essential work that keeps our country running.

### **Public Comments**

Ms. Courtney Dortch, Teen Court Coordinator, expressed her appreciation to the Commission and the Mayor for the opportunity to serve the public at the Gus Macker event held this past weekend. She highlighted the meaningful, full-circle experience of supporting current Teen Court defendants as they fulfill their sentences through service. She stated the event included 23 vendors, 6 City staff members, and 41 volunteers, including the Teen Court Board of Directors, the Lions Club, and the Hobbs Lady Eagles Basketball Team. A total of 213 teams participated in the event.

Ms. Paula Drake, CORE Sports Coordinator, shared a video highlighting the strong turnout and community partnerships involved. She also thanked the Mayor and Commission for their continued support and the opportunity to host the event.

### **Consent Agenda**

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

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

*Resolution No. 7764 - Authorizing the Deletion of Two (2) Copiers from the City's Public Inventory*

*Resolution No. 7765 - Authorizing the FY 26-27 Funding Appropriations to Social Service Agencies and Authorizing the Mayor to Execute Professional Service Agreements*

*Consideration of Approval of RFP No. 562-26 to Furnish Electrical Repairs/Replacement*

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

### **Staff Recommendations for CORE Fees to Achieve Cost Recovery Goals**

Mr. Doug McDaniel, Recreation Director, and Ms. Lyndsey Henderson, CORE Facility Director, presented a proposal to increase fees at the CORE, noting rates have remained unchanged since the facility opened in June 2018 despite a 30% rise in the Consumer Price Index. A detailed PowerPoint presentation was presented to the Commission outlining the current and proposed fees. Mr. McDaniel explained the increase is necessary to offset expenses, reduce subsidy and maintain services while also enhancing membership benefits and simplifying options. The presentation included budget data, revenue trends, and a projected 25% fee increase, along with proposed updates to weekend hours, rental rates, and programming. Ms. Henderson outlined added benefits, including the inclusion of group fitness classes in memberships.

A lengthy discussion was held by the Commission which focused on weekend usage data, impacts of percentage-based increases (particularly for seniors), and affordability. Suggestions included reviewing senior and adaptive pricing, conducting more frequent fee evaluations, and ensuring equity considerations. Staff emphasized the goal is not to maximize revenue but to sustain operations and service levels. Overall, the proposed changes aim to increase revenue, reduce reliance on subsidies, improve operational efficiency, and enhance customer value.

### **Keep Hobbs Beautiful Spring Community Cleanup Recap**

Ms. Evelyn Nunez, Event Coordinator, provided a recap of the recent spring cleanup efforts. She stated Keep Hobbs Beautiful is driven by the people in this community. In her PowerPoint presentation, Ms. Nunez highlighted a photo of enthusiastic volunteers from the College of the Southwest. She discussed a recent plogging event that resulted in the collection of more than 87 large bags of trash and debris. Ms. Nunez stated cleanup efforts sometimes focus on specific items such as discarded tires or bulky solid waste, including broken furniture and residential construction debris. A total of five cleanups have been held this year, all of which rely heavily on volunteer participation. She expressed appreciation for the many volunteers who are City staff and Commission members. She stated volunteer hours are critical as the Clean and Beautiful Grant requires a 25% match. For 2026, the projected hourly value of volunteer time is approximately \$36.00. Ms. Nunez recognized and praised the many volunteers who take pride in keeping the Hobbs community clean.

Additionally, Ms. Nunez announced the next cleanup is scheduled during the month of September which is recognized as National Cleanup Month. She

encouraged community members, including youth groups, to reach out if they are interested in organizing additional cleanups. Ms. Nunez shared plans to recognize residents who go above and beyond in maintaining their properties. In partnership with Chevron, the program highlights homes with compliant and well-maintained yards, as well as local businesses, which are awarded a Certificate of Excellence.

### **Action Items**

#### **Resolution No. 7766 - Authorizing FY 26-27 Funding Appropriations for Economic Development Corporation, Hobbs Chamber of Commerce and Hobbs Hispano Chamber of Commerce**

Mayor Sena explained the resolution and provided an update on funding appropriations for the Economic Development Corporation, the Hobbs Chamber of Commerce, and the Hobbs Hispano Chamber of Commerce. He reported that the fiscal impact for FY 2026–2027 is \$463,500.00. He expressed appreciation for the continuing efforts of these organizations to attract new businesses to the community and help support existing businesses to remain open.

There being no discussion, Commissioner Mills moved to approve Resolution No. 7766 as presented. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Calderón yes, Penick yes, Gerth yes, and Sena yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

#### **Consideration of Approval of RFP No. 563-26 to Furnish Audit Services for FY 2026**

Ms. Deborah Corral, Acting Finance Director, explained RFP No. 564-26 to furnish audit services for FY 2026. She stated the RFP was advertised on April 5, 2026, and distributed to seven firms. Proposals were opened on April 20, 2026, and the City of Hobbs received two submissions from independent public accounting firms: Pattillo, Brown & Hill, LLP, and Carr, Riggs & Ingram, LLC. The proposal was for a one-year contract to conduct audit services with two optional one-year extensions under the same price, terms, and conditions outlined in the original proposal. The evaluation team reviewed the submissions and ranked Pattillo, Brown & Hill, LLP, as the highest-rated proposer. The submission by Carr, Riggs & Ingram, LLC, was deemed unresponsive as the RFP they submitted corresponded to another entity's audit. The total compensation for the contract is \$72,970.00.

There being no discussion, Commissioner Penick moved to award RFP No. 563-26 for audit services to Pattillo, Brown & Hill, LLP. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes,

Calderón yes, Penick yes, Gerth yes, Sena yes. The motion carried. Copies of the supporting documentation is attached and made a part of these minutes.

**COMMENTS BY CITY COMMISSIONERS, CITY MANAGER**

Mr. Manny Gomez, City Manager, stated the Annual Officer Down Memorial event honoring those who have lost their lives in the line of duty is scheduled for Wednesday, May 13, 2026, at 8:00 a.m. in front of the Hobbs Police Department located at 300 North Turner St. and the public is invited to attend.

Mr. Gomez also reminded the public of the Budget Work Session scheduled for Monday, May 11, 2026, at 4:00 p.m., during which the City of Hobbs Commission will discuss the proposed FY 2026–2027 budget.

**ADJOURNMENT**

There being no further business or comments, Commissioner Calderón moved the meeting adjourn. Commissioner Mills seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Calderón yes, Penick yes, Gerth yes, Sena yes. The motion carried and the meeting adjourned at 7:05 p.m.

---

JONATHAN SENA, Mayor

ATTEST:

---

JAN FLETCHER, City Clerk

Office of the Mayor  
Hobbs, New Mexico

## PROCLAMATION

**WHEREAS**, the Hobbs High School Powerlifting Team traveled to Rio Rancho April 10<sup>th</sup> and 11<sup>th</sup>, 2026 to compete at the New Mexico State Powerlifting Championships, representing their school and community with pride, determination, and excellence; and

**WHEREAS**, Jesus Ortiz has earned the distinction of becoming a back-to-back New Mexico State Powerlifting Champion, capturing the 275-pound class State Championship last year and the Super Heavyweight (SHW) State Championship this year; and

**WHEREAS**, Jesus Ortiz established new State, Class, and Overall Records with an extraordinary Squat of 705 pounds, Bench Press of 405 pounds, Deadlift of 645 pounds, and a remarkable Total of 1,755 pounds; and

**WHEREAS**, Lillianna Cortez demonstrated outstanding determination and competitive excellence by winning the 220-pound class at the New Mexico State Powerlifting Championships; and

**WHEREAS**, Lillianna Cortez set a State and Class Record Total of 930 pounds, highlighted by a 345-pound Squat, a 185-pound Bench Press that set the State and Class Record while tying the Overall Record, and a 400-pound Deadlift establishing another State and Class Record; and

**WHEREAS**, these accomplishments reflect countless hours of preparation, commitment, sportsmanship, and the unwavering support of coaches, teammates, families, and the community;

**WHEREAS**, The City of Hobbs proudly recognizes and celebrates Jesus Ortiz and Lillianna Cortez for their exceptional achievements at the New Mexico State Powerlifting Championships and commend them for bringing honor and distinction to their school and the City of Hobbs,

**NOW, THEREFORE**, I Jonathan Sena, Mayor of the City of Hobbs, New Mexico, do hereby proclaim May 18<sup>th</sup>, 2026 as,

### “JESUS ORTIZ AND LILLIANNA CORTEZ DAY”

In the City of Hobbs and commend Jesus Ortiz and Lillianna Cortez, as well as the entire Powerlifting Team.

IN WITNESS WHEREOF, I have hereunto set my hand this 18<sup>th</sup> day of May, 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**, emergency medical services are a vital public service, and the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS**, emergency medical services have grown to fill a gap by providing important out-of-hospital care, including preventive medicine, follow-up care, and access to telemedicine; and

**WHEREAS**, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, 911 dispatchers, fire departments, police departments, educators, administrators, and emergency nurses and physicians; and

**WHEREAS**, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

**WHEREAS**, it is appropriate to recognize the value and accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

**NOW, THEREFORE**, I, Jonathan Sena, Mayor of the City of Hobbs, New Mexico, do hereby proclaim the week of May 17-23, 2026, as

### **“EMERGENCY MEDICAL SERVICES WEEK”**

With the theme **“Improving Outcomes Together”**. This 52<sup>nd</sup> annual celebration honors EMT’s, paramedics, and emergency personnel, focusing on their vital role in community health.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 18<sup>th</sup> day of May, 2026 and cause the seal of the City of Hobbs to be affixed hereto.

  
\_\_\_\_\_  
JONATHAN SENA, MAYOR

ATTEST:

  
\_\_\_\_\_  
JAN FLETCHER, CITY CLERK



# May Milestones 2026

## **5 Years**

Bryan Vasquez	Golf Course Maint. Supv.	05/30/2021
Joshua Montoya	CORE Custodian	05/24/2021

## **10 Years**

Shawn Smith	Electrician Supv.	05/02/2016
Terri Lewis	Lead Teen Rec Worker	05/17/2016

## **20 Years**

Kenneth Brotherton	WW Control Operator Foreman	05/31/2006
--------------------	-----------------------------	------------



**CITY OF HOBBS**  
STAFF SUMMARY FORM

MEETING DATE:  
**May 18, 2026**

---

**SUBJECT:** Resolution No. 7768 - Authorizing the Mayor to Grant a Special Noise Variance to the Noise Ordinance for the Juneteenth Freedom Festival to be Held on June 19- 21, 2026, at Booker T. Washington Elementary School Park, 1200 East Humble St., Hobbs, New Mexico

**DEPT OF ORIGIN:** City Clerk  
**DATE SUBMITTED:** 5/5/2026  
**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. Mr. Byron Marshall is requesting a noise variance for organized activities and entertainment during the Juneteenth Freedom Festival at Booker T. Washington Elementary School Park, 1200 East Humble Street, on June 19 - 21, 2026. 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:**

Resolution - Juneteenth Freedom Festival Noise Variance - 2026  
Juneteenth Freedom Festival - Affidavit of Publication  
Noise Variance Application - Juneteenth Freedom Festival

---

**Recommendation:**

Motion to approve the resolution.

---

**Approved By:**

Jan Fletcher, City Clerk	05/05/2026
Deb Corral, Assistant Finance Director	05/11/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	05/11/2026
Manny Gomez, City Manager	05/12/2026

CITY OF HOBBS

RESOLUTION NO. 7768

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  
JUNETEENTH FREEDOM FESTIVAL TO BE HELD ON JUNE 19 – 21, 2026,  
AT THE BOOKER T. WASHINGTON ELEMENTARY SCHOOL PARK,  
1200 EAST HUMBLE ST., HOBBS, NEW MEXICO

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 Juneteenth Freedom Festival on June 19 – 21, 2026,  
at Booker T. Washington Elementary School Park, 1200 East Humble St., from 9:00  
a.m. until 12:00 a.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 18<sup>th</sup> day of May, 2026.

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

ATTEST:

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

# Affidavit of Publication

STATE OF NEW MEXICO  
COUNTY OF LEA

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

Beginning with the issue dated  
April 24, 2026  
and ending with the issue dated  
April 24, 2026.



Publisher

Sworn and subscribed to before me this  
24th day of April 2026.



Business Manager

My commission expires  
January 29, 2027  
(Seal)

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

**LEGAL NOTICE**  
**April 24, 2026**

NOTICE IS HEREBY GIVEN that on the 18th day of May, 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 Mr. Byron Marshall for the Juneteenth Freedom Festival to be held on June 19 – 21, 2026, at Booker T. Washington Elementary School Park, 1200 East Humble St., Hobbs, New Mexico, from 9:00 a.m. until 12:00 a.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 JUNETEENTH FREEDOM FESTIVAL TO BE HELD ON JUNE 19 – 21, 2026, AT THE BOOKER T. WASHINGTON ELEMENTARY SCHOOL PARK, 1200 EAST HUMBLE ST., HOBBS, NEW MEXICO

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 Juneteenth Freedom Festival on June 19 – 21, 2026, at Booker T. Washington Elementary School Park, 1200 East Humble St., from 9:00 a.m. until 12:00 a.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](http://www.hobbsnm.org).

/s/ Jan Fletcher  
JAN FLETCHER, City Clerk

#00310452

67108146

00310452

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



# Application for a Noise Variance

Hobbs Municipal Code - Section 8.20.050

### Applicant Information - Please Print

Applicant Name: Byron Marshall Date: June 19-21, 2026  
 Applicant Signature: *[Signature]*  
 Address: 1200 E Humble st Hobbs NM 88240  
 Contact Phone Number: 575 805 0020

### Event Information

Event Description: Juneteenth Freedom Festival  
 Location of Event: BTW elementary Park Event Date: June 19-21, 2026  
 Beginning/Ending Time of Event: 9am - 12am  
 Type of Noise: music from live bands  
 Will Alcohol Be Served/Provided:  Yes  No  
 Will Security Be Provided:  Yes  No  
 Close to Residences:  Yes  No

### Additional Notes

\_\_\_\_\_  
 \_\_\_\_\_

### 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

**RECEIVED**

APR 06 2026

By \_\_\_\_\_



**CITY OF HOBBS**  
STAFF SUMMARY FORM

MEETING DATE:  
**May 18, 2026**

---

**SUBJECT:** Resolution No. 7769 - Authorizing the Mayor to Make Appointments to the City of Hobbs Advisory Boards

**DEPT OF ORIGIN:** City Manager

**DATE SUBMITTED:** 5/7/2026

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

---

**Summary:**The Mayor recommends appointments to the following Advisory Boards:

**COMMUNITY AFFAIRS BOARD** (Two-year terms)

- Jan Austin is appointed to fill a vacancy for Karen Salb expiring 3/31/28
- Sherry Farrell is appointed to fill a vacancy for John Paul Henderson expiring 3/31/28

**LEA COUNTY SOLID WASTE AUTHORITY** (Four-year Term expiring May 7, 2030)

- Todd Randall - re-appoint
- Larron Fields - re-appoint
- Anthony Henry - appoint to fill the position vacated by Tim Woomer

---

**Fiscal Impact:**

None

---

**Attachments:**

Reso for Advisory Boards 5-18-2026

---

**Recommendation:**

Approving the Resolution

---

**Approved By:**

Manny Gomez, City Manager 05/12/2026

Deb Corral, Assistant Finance Director 05/12/2026

Medjine Desrosiers-Douyon, Deputy City Attorney

Manny Gomez, City Manager

CITY OF HOBBS

RESOLUTION NO. 7769

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

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

**COMMUNITY AFFAIRS BOARD** (Two-year terms)

Jan Austin is appointed to fill a vacancy for Karen Salb expiring 3/31/28

Sherry Farrell is appointed to fill a vacancy for John Paul Henderson expiring 3/31/28

**LEA COUNTY SOLID WASTE AUTHORITY** (Four-year term expiring May 7, 2030)

Todd Randall – re-appoint

Larron Fields – re-appoint

Anthony Henry – Appointed to fill the position vacated by Tim Woomer

PASSED, ADOPTED AND APPROVED this 18th day of May, 2026.

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

ATTEST:

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



**CITY OF HOBBS**  
STAFF SUMMARY FORM

MEETING DATE:  
**May 18, 2026**

**SUBJECT:** Resolution No. 7770 - Approving the FY2026 3rd Quarter (March 2026) DFA Financial Report

**DEPT OF ORIGIN:** Finance

**DATE SUBMITTED:** 4/27/2026

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

**Summary:**

Submitting the FY2026 3rd Quarter DFA Financial report for approval by the Governing Body. The Department of Finance & Administration requires governing body approval of only the 4th quarter report. However, it recommends that all quarterly reports be approved by the local governing body.

**Fiscal Impact:**

The ending cash balance represents actual revenue collected and expenditure activity from 07/01/2025-03/31/2026.

Actual Ending Cash Balance at 03/31/2026 for all funds (restricted & unrestricted)	\$206,807,655.72
City of Hobbs year to date Revenue	\$122,705,394.46
City of Hobbs year to date Expense	\$111,862,214.09

**Attachments:**

DFA Quarterly Report Resolution 5-18-26  
Cash Report - Mar 2026

**Recommendation:**

Motion to approve the resolution.

**Approved By:**

Deb Corral, Assistant Finance Director	05/04/2026
Deb Corral, Assistant Finance Director	05/04/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	05/05/2026
Manny Gomez, City Manager	05/12/2026

CITY OF HOBBS

RESOLUTION NO. 7770

A RESOLUTION APPROVING THE FY2026  
DFA 3rd QUARTER FINANCIAL REPORT

WHEREAS, the State of New Mexico only requires the 4<sup>TH</sup> Quarter DFA Financial Report to be approved annually, however, they now recommend that all quarterly financial reports be approved; and

WHEREAS, the ending cash balance for the period ending March 31, 2026, was \$206,807,655.72 for all funds; and

WHEREAS, the City of Hobbs actual year-to-date revenue and expenditures for fiscal year 2026 crosswalk the amounts to the DFA 3<sup>rd</sup> Quarter Financial Report.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the herein-referenced 3<sup>rd</sup> Quarter Financial Report be approved.

PASSED, ADOPTED AND APPROVED this 18<sup>th</sup> day of May 2026.

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

ATTEST:

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

**City of Hobbs**  
**Cash Balance by Fund**  
**3/31/2026**

	<b>Beginning Cash</b> <b>July 1, 2026</b>	<b>FY26</b> <b>Revenues</b>	<b>Actual Cash</b> <b>Transfers</b>	<b>FY26</b> <b>Expenditures</b>	<b>Balance Sheet</b> <b>Adjustments</b>	<b>Ending Cash</b> <b>March 31, 2026</b>
<b>001 GENERAL</b>	97,998,282.07	63,276,942.06	(14,699,364.72)	54,433,692.92	(1,625,515.64)	<b>93,767,682.13</b>
<b>002 LAND ACQUISITION</b>	825,074.11	853,337.58		-	-	<b>1,678,411.69</b>
<b>General Fund Subtotal</b>	<b>98,823,356.18</b>	<b>64,130,279.64</b>	<b>(14,699,364.72)</b>	<b>54,433,692.92</b>	<b>(1,625,515.64)</b>	<b>95,446,093.82</b>
<b>110 LOCAL GOV CORR</b>	531,650.69	47,903.51	-	278,579.53	-	<b>300,974.67</b>
<b>120 POLICE PROTECTION</b>	83,505.95	185,000.00		91,613.42	(300.00)	<b>177,192.53</b>
<b>130 P D N (parif, drug, narcotics)</b>	1,918.75				-	<b>1,918.75</b>
<b>160 HWLC</b>	1,000.00	1,540,214.39	2,599,404.71	4,158,542.90	(18,923.80)	<b>1,000.00</b>
<b>170 OLDER AMERICAN</b>	1,000.00	165,984.49	740,388.94	908,254.13	(1,880.70)	<b>1,000.00</b>
<b>180 GOLF</b>	1,000.00	791,705.31	1,088,476.85	1,930,063.92	(49,881.76)	<b>1,000.00</b>
<b>190 CEMETERY</b>	1,000.00	131,958.01	455,214.76	593,741.23	(6,568.97)	<b>1,000.51</b>
<b>200 AIRPORT</b>	1,126,591.84	208,781.33		1,400.57	(137.36)	<b>1,334,109.96</b>
<b>210 LEGISLATIVE APPROP</b>	1,000.00	4,160,662.02	-	3,085,096.00	1,075,566.02	<b>1,000.00</b>
<b>220 INTERGOVERNMENTAL GRANTS</b>	11,521,760.12	3,081,365.59	-	1,299,912.81	(53,781.50)	<b>13,356,994.40</b>
<b>230 LODGERS' TAX</b>	2,089,032.25	1,474,027.53	(584,120.54)	824,212.94	(5,670.24)	<b>2,160,396.54</b>
<b>240 LG Abatement Fund (Opioid)</b>	724,280.49	137,267.32		-		<b>861,547.81</b>
<b>250 Cannabis Regulation Act Fund</b>	2,701,457.32	836,785.54		18,733.10		<b>3,519,509.76</b>
<b>270 PUBLIC TRANSPORTATION</b>	1,000.00	388,667.90	400,000.00	778,538.54	10,129.36	<b>1,000.00</b>
<b>280 FIRE PROTECTION</b>	2,218,538.93	929,497.54		549,346.89	-	<b>2,598,689.58</b>
<b>290 EMER MEDICAL SERV</b>	3,659.62	60,000.00		13,876.12	-	<b>49,783.50</b>
<b>300 2022 Retention LER</b>	(0.00)	-		-	-	<b>(0.00)</b>
<b>310 LEDA</b>	3,293,275.36		-	41,283.07		<b>3,251,992.29</b>
<b>320 2023 Recruitment LER</b>	-	187,500.00		117,048.19	-	<b>70,451.81</b>
<b>330 CORRECTION RECRUITMENT</b>	32,778.79	168,750.00		96,394.21	-	<b>105,134.58</b>
<b>340 FIREFIGHTER RECRUITMENT</b>	-	168,750.00		86,694.75	-	<b>82,055.25</b>
<b>Special Revenue Subtotals</b>	<b>24,334,450.11</b>	<b>14,664,820.48</b>	<b>4,699,364.72</b>	<b>14,873,332.32</b>	<b>948,551.05</b>	<b>27,876,751.94</b>
<b>370 COMM DEVE CONST</b>	125,569.30	-	-	-	-	<b>125,569.30</b>
<b>460 BEAUTIFICATION IMPROVEMEN</b>	1,510,932.35	1,500,000.00		73,437.79	-	<b>2,937,494.56</b>
<b>470 CAPITAL IMPROVEMENT FUND</b>	-	-	10,000,000.00			<b>10,000,000.00</b>
<b>480 STREET IMPROVEMENTS</b>	5,949,512.40	792,765.94		992,683.63	-	<b>5,749,594.71</b>
<b>490 CITY COMM. IMPROVEMENTS</b>	14,366,957.04	2,351,167.93	(20,714.22)	44,850.69		<b>16,652,560.06</b>
<b>Capital Project Subtotals</b>	<b>21,952,971.09</b>	<b>4,643,933.87</b>	<b>9,979,285.78</b>	<b>1,110,972.11</b>	<b>-</b>	<b>35,465,218.63</b>
<b>510 UTILITY BOND</b>	-		<b>226,667.89</b>	<b>226,667.89</b>	-	<b>-</b>
<b>530 2005 WASTEWATER BOND ISSU</b>	<b>1,989,842.96</b>		<b>2,271,164.08</b>	<b>2,271,164.08</b>		<b>1,989,842.96</b>
<b>Debt Service Subtotals</b>	<b>1,989,842.96</b>	<b>-</b>	<b>2,497,831.97</b>	<b>2,497,831.97</b>	<b>-</b>	<b>1,989,842.96</b>
<b>100 SOLID WASTE</b>	3,130,926.04	7,452,346.72		7,361,550.36	-	<b>3,221,722.40</b>
<b>440 JOINT UTILITY EXTENSIONS CAPI</b>	1,000.00	-	20,714.22	20,714.22	-	<b>1,000.00</b>
<b>600 JOINT UTILITY</b>	1,000.00	-	5,204,436.99	5,210,307.52	(5,870.53)	<b>1,000.00</b>
<b>610 JOINT UTILITY CONST</b>	1,000.00	-	6,476,313.46	6,476,313.46	-	<b>1,000.00</b>
<b>620 WASTE WATER PLANT CONST</b>	4,279,584.05	42,856.08	-	4,230,825.98	-	<b>91,614.15</b>
<b>630 JOINT UTILITY - WASTEWATER</b>	1,000.00		3,082,943.14	3,083,745.12	(801.98)	<b>1,000.00</b>
<b>650 JOINT UTILITY INCOME - WASTE</b>	15,546,104.12	7,202,834.44	(5,354,107.22)	22,425.01	-	<b>17,372,406.33</b>
<b>660 JOINT UTILITY INCOME</b>	10,682,254.30	9,022,880.91	(11,907,418.34)	-	43.94	<b>7,797,672.93</b>
<b>680 METER DEPOSIT RES</b>	1,896,574.16	254,215.04		67,014.17	-	<b>2,083,775.03</b>
<b>690 INTERNAL SUPPLY</b>	85,253.99	165,234.52		149,453.61	-	<b>101,034.90</b>
<b>Utility Subtotals</b>	<b>35,624,696.66</b>	<b>24,140,367.71</b>	<b>(2,477,117.75)</b>	<b>26,622,349.45</b>	<b>(6,628.57)</b>	<b>30,672,225.74</b>
<b>640 MEDICAL INSURANCE</b>	1,313,879.19	8,222,264.11	-	5,114,727.56	23,501.78	<b>4,397,913.96</b>
<b>670 WORKERS COMP TRUST</b>	1,344,414.48	784,136.73		735,533.77	-	<b>1,393,017.44</b>
<b>740 INSURANCE - RISK</b>	3,593,320.53	2,823,138.30		2,901,265.30	-	<b>3,515,193.53</b>
<b>Internal Service Subtotal</b>	<b>6,251,614.20</b>	<b>11,829,539.14</b>	<b>-</b>	<b>8,751,526.63</b>	<b>23,501.78</b>	<b>9,306,124.93</b>
<b>700 MOTOR VEHICLE</b>	9,881.86	2,413,141.06		2,404,558.87	1,286.00	<b>17,178.05</b>
<b>710 MUNI JUDGE BOND FUND</b>	110,452.33	-		-	(472.00)	<b>110,924.33</b>
<b>720 RETIREE HEALTH INSURANCE TRI</b>	5,872,175.43	874,917.72	-	1,159,252.03	944.69	<b>5,586,896.43</b>
<b>730 CRIME LAB FUND</b>	72,171.05	1,742.00		1,791.00	-	<b>72,122.05</b>
<b>750 FORECLOSURE TRUST FUND</b>	71.88				-	<b>71.88</b>
<b>770 LIBRARY TRUST</b>	5,717.15	518.71		-	-	<b>6,235.86</b>
<b>780 SENIOR CITIZEN TRUST</b>	5,725.94	415.00			135.52	<b>6,005.42</b>
<b>790 PRAIRIE HAVEN MEM</b>	6,731.98	245.40				<b>6,977.38</b>
<b>800 COMMUNITY PARK TRUST</b>	1,800.76	65.66				<b>1,866.42</b>
<b>820 EVIDENCE TRUST FUND</b>	223,852.13	4,434.36				<b>228,286.49</b>
<b>830 HOBBS BEAUTIFUL</b>	16,870.89	598.28		6,093.59	(2,845.50)	<b>14,221.08</b>
<b>860 CITY AGENCY TRUST</b>	1,050.08	375.43		813.20	-	<b>612.31</b>
<b>Trust &amp; Agency Subtotals</b>	<b>6,326,501.48</b>	<b>3,296,453.62</b>	<b>-</b>	<b>3,572,508.69</b>	<b>(951.29)</b>	<b>6,051,397.70</b>
<b>GRAND TOTAL ALL FUNDS</b>	<b>195,303,432.68</b>	<b>122,705,394.46</b>	<b>(0.00)</b>	<b>111,862,214.09</b>	<b>(661,042.67)</b>	<b>206,807,655.72</b>
					<b>Increase in Cash</b>	<b>11,504,223.04</b>



**CITY OF HOBBS**  
STAFF SUMMARY FORM

MEETING DATE:  
**May 18, 2026**

---

**SUBJECT:** Resolution No. 7771 - Adopting the Fiscal Year 2026-2027 Preliminary Budget

**DEPT OF ORIGIN:** Finance

**DATE SUBMITTED:** 5/4/2026

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

---

**Summary:**

Pursuant to applicable state law, the preliminary budget must be approved and submitted to the Local Government Division of NMDFA by June 1st. The proposed preliminary budget includes the following:

- Expenditures:
  - General Fund: \$ 83,671,467.33
  - All Funds: \$156,048,546.59
- Revenues:
  - General Fund: \$ 79,852,242.85
  - All Funds: \$147,214,330.85

The projected General Fund cash reserve will be 38% with a preliminary ending cash balance for all funds of \$97,526,153.26.

---

**Fiscal Impact:**

The annual budgeting process has more fiscal impact than any other city policy issue.

---

**Attachments:**

FY27 Preliminary Fund Summary  
Preliminary Budget Resolution 5-18-26

---

**Recommendation:**

Motion to approve the resolution.

---

**Approved By:**

Deb Corral, Assistant Finance Director	05/12/2026
Deb Corral, Assistant Finance Director	05/12/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	05/12/2026
Manny Gomez, City Manager	05/12/2026

**City of Hobbs Preliminary Budget  
FY27 Fund Summary**

<i>dfa fund</i>		Beginning Cash BAR #5	Total Revenue	Interfund Transfer	Total Expenditures	Ending Cash	
11000	001 GENERAL	42,061,750.00	79,852,242.85	(6,525,739.87)	83,671,467.33	31,716,785.65	38%
29900	002 LAND ACQUISITION	1,555,074.11	100,000.00	-	100,000.00	1,555,074.11	
	<b>General Fund Subtotal</b>	<b>43,616,824.11</b>	<b>79,952,242.85</b>	<b>(6,525,739.87)</b>	<b>83,771,467.33</b>	<b>33,271,859.76</b>	
20100	110 LOCAL GOV CORR	258,552.69	64,000.00	-	300,000.00	22,552.69	
21100	120 POLICE PROTECTION	-	167,000.00	-	167,000.00	-	
29900	130 P D N (parif, drug, narcotics)	1,918.75	-	-	1,918.75	(0.00)	
21700	160 Core	1,000.00	1,950,000.00	3,590,157.89	5,540,157.89	1,000.00	
21900	170 OLDER AMERICAN	138,621.43	273,800.00	1,006,539.07	1,417,960.50	1,000.00	
51800	180 GOLF	1,000.00	1,075,100.00	1,751,398.95	2,826,498.95	1,000.00	
50600	190 CEMETERY	1,000.00	221,000.00	392,348.96	613,348.96	1,000.00	
50400	200 AIRPORT	798,672.52	251,388.00	-	84,200.00	965,860.52	
30300	210 LEGISLATIVE APPROPRIATIONS	2,048,510.73	-	-	-	2,048,510.73	
21800	220 INTERGOVERNMENTAL GRANTS	311,687.33	2,800,000.00	-	2,800,000.00	311,687.33	
21400	230 LODGERS' TAX	1,281,260.01	1,950,000.00	(750,000.00)	1,662,500.00	818,760.01	
27000	240 LG ABATEMENT FUND (OPIOID)	724,280.49	50,000.00	-	-	774,280.49	
28000	250 CANNABIS EXCISE TAX FUND	3,647,837.32	1,128,000.00	(2,464,705.00)	38,000.00	2,273,132.32	
29900	270 PUBLIC TRANSPORTATION	1,691,503.22	828,000.00	-	1,170,577.05	1,348,926.17	
20900	280 FIRE PROTECTION	1,157,144.79	950,000.00	-	1,334,500.00	772,644.79	
20600	290 EMER MEDICAL SERV	3,659.62	100,000.00	-	100,000.00	3,659.62	
29900	310 LEDA	3,293,275.36	-	3,000,000.00	-	6,293,275.36	
21222	320 2023 Recruitment LER (Year 3 - Final)	-	-	-	-	-	
20120	330 Corrections Recruitment (Year 2)	-	-	-	-	-	
20920	340 Fire Fighter Recruitment (Year 2)	-	-	-	-	-	
	<b>Special Revenue Subtotals</b>	<b>15,359,924.26</b>	<b>11,808,288.00</b>	<b>6,525,739.87</b>	<b>18,056,662.10</b>	<b>15,637,290.03</b>	
30200	370 COMM DEVE CONST	1,000.00	-	-	-	1,000.00	
29900	430 CORE SINKING FUND	1,000.00	-	-	-	1,000.00	
39900	460 BEAUTIFICATION IMPROVEMENT	1,034,441.89	-	-	-	1,034,441.89	
39900	470 CAPITAL IMPROVEMENT FUND	10,000,000.00	-	-	-	10,000,000.00	
21600	480 STREET IMPROVEMENTS	1,474,308.30	1,050,000.00	-	-	2,524,308.30	
39900	490 CITY COMM. IMPROVEMENTS	10,527,866.28	3,100,000.00	(3,000,000.00)	90,000.00	10,537,866.28	
	<b>Capital Project Subtotals</b>	<b>23,038,616.47</b>	<b>4,150,000.00</b>	<b>(3,000,000.00)</b>	<b>90,000.00</b>	<b>24,098,616.47</b>	
40400	510 UTILITY BOND	-	-	307,004.84	307,004.84	-	
40400	530 WASTEWATER BOND	1,989,842.96	-	2,442,795.88	2,442,795.88	1,989,842.96	
	<b>Debt Service Subtotals</b>	<b>1,989,842.96</b>	<b>-</b>	<b>2,749,800.72</b>	<b>2,749,800.72</b>	<b>1,989,842.96</b>	
50200	100 SOLID WASTE	3,130,926.04	8,950,000.00	-	8,700,000.00	3,380,926.04	
39900	440 JOINT UTILITY EXTENSIONS CAPITAL PROJECT	1,000.00	-	-	-	1,000.00	
50100	600 JOINT UTILITY	56,800.00	-	8,897,591.01	8,953,391.01	1,000.00	
50100	610 JOINT UTILITY CONST	1,000.00	-	875,000.00	875,000.00	1,000.00	
50300	620 WASTE WATER PLANT CONST	997.00	-	4,065,003.00	2,815,000.00	1,251,000.00	
50300	630 JOINT UTILTIY - WASTEWATER	1,000.00	-	6,901,280.08	6,901,280.08	1,000.00	
50300	650 JOINT UTILTIY INCOME - WASTEWATER	1,839,594.49	9,860,000.00	(10,409,078.96)	45,000.00	1,245,515.53	
50100	660 JOINT UTILITY INCOME	121,047.86	10,554,000.00	(10,079,595.85)	-	595,452.01	
50100	680 METER DEPOSIT RES	1,896,574.16	300,000.00	-	300,000.00	1,896,574.16	
69900	690 INTERNAL SUPPLY	85,253.99	320,000.00	-	320,000.00	85,253.99	
	<b>Utility Subtotals</b>	<b>7,134,193.54</b>	<b>29,984,000.00</b>	<b>250,199.28</b>	<b>28,909,671.09</b>	<b>8,458,721.73</b>	
69900	640 MEDICAL INSURANCE	3,096,890.52	11,169,500.00	-	11,169,500.00	3,096,890.52	
69900	670 WORKERS COMP TRUST	1,097,345.13	960,000.00	-	1,211,000.00	846,345.13	
69900	740 INSURANCE - RISK	2,673,230.53	3,010,000.00	-	3,010,000.00	2,673,230.53	
	<b>Internal Service Subtotal</b>	<b>6,867,466.18</b>	<b>15,139,500.00</b>	<b>-</b>	<b>15,390,500.00</b>	<b>6,616,466.18</b>	
79900	700 MOTOR VEHICLE	9,881.86	5,000,000.00	-	5,000,000.00	9,881.86	
79900	710 MUNI JUDGE BOND FUND	110,452.33	-	-	-	110,452.33	
79900	720 RETIREE HEALTH INSURANCE TRUST FUND	7,894,175.43	1,170,000.00	-	2,058,000.00	7,006,175.43	
79900	730 CRIME LAB FUND	72,171.05	2,550.00	-	2,550.00	72,171.05	
79900	750 FORECLOSURE TRUST FUND	71.88	-	-	-	71.88	
79900	770 LIBRARY TRUST	5,717.15	1,000.00	-	6,200.00	517.15	
79900	780 SENIOR CITIZEN TRUST	5,725.94	1,000.00	-	4,000.00	2,725.94	
79900	790 PRAIRIE HAVEN MEM	6,731.98	250.00	-	6,895.35	86.63	
79900	800 COMMUNITY PARK TRUST	1,800.76	-	-	1,800.00	0.76	
79900	820 EVIDENCE TRUST FUND	228,852.13	5,000.00	-	-	233,852.13	
79900	830 HOBBS BEAUTIFUL	16,870.89	-	-	-	16,870.89	
79900	860 RETIREE RECOGNITION	1,050.08	500.00	-	1,000.00	550.08	
	<b>Trust &amp; Agency Subtotals</b>	<b>8,353,501.48</b>	<b>6,180,300.00</b>	<b>-</b>	<b>7,080,445.35</b>	<b>7,453,356.13</b>	
	<b>Grand Total All Funds</b>	<b>106,360,369.00</b>	<b>147,214,330.85</b>	<b>(0.00)</b>	<b>156,048,546.59</b>	<b>97,526,153.26</b>	

CITY OF HOBBS

RESOLUTION NO. 7771

2026-2027 PRELIMINARY BUDGET CONSIDERATION

(115<sup>th</sup> FISCAL YEAR)

WHEREAS, the Governing Body of the Municipality of Hobbs, State of New Mexico has developed a preliminary budget for fiscal year 2026 - 2027; and

WHEREAS, said preliminary budget was developed on the basis of need and through cooperation with all user departments, elected officials and other department supervisors; and

WHEREAS, the official meetings for the review of said documents were duly advertised and held on May 11, 2026 and May 18, 2026, in compliance with the State Open Meetings Act; and

WHEREAS, the majority opinion of this Commission is that the proposed preliminary budget meets the requirements currently determined for fiscal year 2026 -2027.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Governing Body of the Municipality of Hobbs, State of New Mexico, hereby adopts the preliminary budget herein above described and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

PASSED, ADOPTED, APPROVED AND RESOLVED in session this 18<sup>TH</sup> day  
of May, 2026.

MUNICIPAL GOVERNING BODY OF  
HOBBS, NEW MEXICO

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

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

\_\_\_\_\_  
CHRISTOPHER R. MILLS, Commissioner

\_\_\_\_\_  
LARRON FIELDS, Commissioner

\_\_\_\_\_  
JOSEPH D. CALDERON, Commissioner

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

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

ATTEST:

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



**CITY OF HOBBS**  
STAFF SUMMARY FORM

MEETING DATE:  
**May 18, 2026**

---

**SUBJECT:** FINAL ADOPTION: Ordinance No. 1169 - Amending Chapter 3.20 of the Hobbs Municipal Code Regarding the City of Hobbs Procurement Policy

**DEPT OF ORIGIN:** Finance

**DATE SUBMITTED:** 4/9/2026

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

---

**Summary:**

The City of Hobbs is a “home rule charter” government which enacts its own procurement ordinance. The City of Hobbs adopted the home rule procurement ordinance # 1080 on November 17th, 2014. The last update of the procurement ordinance was April 6, 2020. The City of Hobbs needs to update its ordinance to incorporate additional needed processes and procedures for guidance on procurement. The following is a list of the proposed changes:

Objective change to encourage departments to shop local

Adds additional cooperative purchasing for Sourcewell, Buyboard and TIPs

Changes thresholds to: best obtainable price <30K, written quotes from 30K to <90K, >90K requires RFP or Bid.

Exemptions added: purchases of local indefinite quantity commodities such as food and supplies (only up to authorized budgeted amounts). Land acquisitions or right of way acquisitions.

CPO (certified procurement officer) maintained in the Finance Department

P-Card section (only to be used for online subscription-based services and travel (excluding meals)

Fixed Asset changes on dual control. Capital asset components must be budgeted in the same line item and fund to determine total capital cost of the fixed asset.

Vendor contracts associated with federal grant revenues will require proof the vendor was screened for possible debarment with the federal government

Allows for deposits related to professional service contracts with artists and entertainers

Internal control Office of the State Auditor policies require the City of Hobbs to mail vendor checks on file.

If approved, effective date would be July 1, 2026

---

**Fiscal Impact:**

No changes are anticipated with the publication of this proposed ordinance

---

**Attachments:**

**Recommendation:**

**Staff recommends adoption of the Ordinance**

---

**Approved By:**

Deb Corral, Assistant Finance Director	05/08/2026
Deb Corral, Assistant Finance Director	05/08/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	05/11/2026
Manny Gomez, City Manager	05/12/2026

CITY OF HOBBS

ORDINANCE NO. 1169

ORDINANCE AMENDING CHAPTER 3.20 OF THE  
HOBBS MUNICIPAL CODE REGARDING THE CITY PROCUREMENT POLICY

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Chapter 3.20 of the Hobbs Municipal Code is hereby repealed in its entirety and a new Chapter 3.20 of the Hobbs Municipal Code is enacted to read as follows:

***Chapter 3.20 CITY PROCUREMENT POLICY***

Article 1. General Provisions

[3.20.010 Title.]

3.20.020 Objective.

3.20.030 Definitions.

3.20.035 Exemptions.

3.20.036 Approval of Contracts

3.20.040 Purchasing policies.

3.20.050 Public works contracts.

3.20.060 Miscellaneous expenditures.

3.20.070 Fixed asset policy.

3.20.075 Budgeting policy/procedures.

3.20.080 Contract policy/procedures.

3.20.085 Procedures for obtaining a purchase order.

3.20.090 Procedures for obtaining a request for proposal (RFP).

3.20.095 Bid policy/procedures.

3.20.100 Related party expenditures procedures.

3.20.105 Inventory management policy.

**[3.20.010 Title.]**

[This chapter shall constitute and be referred to as the official "procurement policy" of the City. This chapter shall apply to all purchases of the City.]

### **3.20.020 Objective.**

The objective of this policy is to guide City of Hobbs employees in the legal steps required to purchase quality materials and services needed at competitive prices in accordance with regulations set forth by the Hobbs City Commission and the State of New Mexico. This objective is also to strengthen the local economy by prioritizing the procurement of goods and services from locally owned businesses whenever feasible, thereby supporting job creation, fostering community investment, and enhancing the overall economic resilience of the municipality.

1. Administration. The City of Hobbs Central Purchasing Office (CPO) staff are charged with the responsibility of procuring all materials and services effectively and efficiently. The City Manager and CPO shall have the responsibility and authority to insure that all provisions of the law and this policy are followed and shall be authorized to issue any supplement consistent with this policy deemed necessary to administer, manage or clarify this policy. Supplements shall be approved by the City Manager and copies of all supplements shall be attached to and made a part of this policy. The CPO shall be responsible for having the knowledge to insure that all provisions of this policy and all other purchasing concerns and activities of the City of Hobbs are appropriate and consistent with the most current, generally accepted purchasing techniques, and all provisions of the law. CPO personnel are available to answer any questions concerning the methods and policies regarding procurement of materials and services.
2. Scope. Except as otherwise provided, this procurement policy applies to every expenditure by the City of Hobbs for the procurement of items of tangible personal property, services and construction (13-1-30 NMSA 1978).
3. Consistency with State Procurement Code. The provisions of this policy are subject to change as per State Procurement Code revisions. Any revision thereof that is inconsistent with the provisions of this policy shall control. All purchase users shall be given a copy of such revisions and notified that they are in effect.
4. Unauthorized Purchases. Any purchase which does not substantially comply with the provisions of this policy shall be considered an unauthorized purchase. Any individual initiating any unauthorized purchase may be subject to disciplinary action and may be held solely responsible for payment.
5. Approval of Unauthorized Purchases. All purchases determined to be an unauthorized purchase shall be considered by the City of Hobbs Finance Director, who will make a recommendation to the City Manager to approve or not approve an unauthorized purchase for payment. Unauthorized purchases shall not be processed for payment prior to City Manager approval. The City Manager will make a determination, based on the facts and circumstances of each case, of whether or not to pay for any unauthorized purchase.
6. Civil Penalties. Persons knowingly violating the State Procurement Code, or this policy based on State law, may be subjected to a penalty not to exceed one thousand dollars (\$1,000.00) per occurrence (13-1-196 NMSA 1978).

Items not specifically identified in this policy are regulated by Chapter 13 NMSA 1978.

### **3.20.030 Definitions.**

"Authorized department employees" authorized department employees are designated and authorized by each Department Head to approve purchases within their department.

"Central purchasing office (CPO)" means the Central Purchasing Office (CPO) is defined as the Finance Department and other departmental staff assigned or delegated the responsibility to ensure compliance with the City of Hobbs procurement policy for all purchases. The CPO personnel are responsible to verify that each expenditure is coded to the proper account, and that each expenditure is allowable considering the budget as adopted by the City Commission with amendments.

"Change order" means a written order signed and issued by a procurement officer directing the contractor to make changes which the changes clause of the contract authorizes the procurement officer to order with or without the consent of the contractor.

"Contract modification (amendment)" means any written alteration in the provisions of a contract accomplished by mutual action of the parties to the contract.

"Construction management and construction manager" means consulting services related to the process of management applied to a public works project for any duration from conception to completion of the project for the purpose of controlling time, cost and quality of the project. "Construction manager" means a person who acts as an agent for the City of Hobbs for construction management, for whom the City of Hobbs shall assume all the risks and responsibilities.

"Construction manager at risk" means a person who, pursuant to a contract with a governing body, provides the preconstruction services and construction management required in a construction manager at risk delivery method.

"Construction manager at risk delivery method" means a construction method for the City of Hobbs wherein a construction manager at risk provides a range of preconstruction services and construction management, including cost estimation and consultation regarding the design of the building project, preparation and coordination of bid packages, scheduling, cost control, value engineering and, while acting as the general contractor during construction, detailing the trade contractor scope of work, holding the trade contracts and other subcontracts, prequalifying the evaluating trade contractors and subcontractors and providing management and construction services, all at a guaranteed maximum price for which the construction manager at risk is financially responsible.

"Cooperative procurement" means procurement conducted by or on behalf of more than one (1) state agency or local public body, or by a state agency or local public body with an external procurement unit. This also means purchasing agreements when the agreement has been evaluated through a Federal or a State of New Mexico formal bidding process. (Examples: Cooperative Educational Services, HGAC, **Sourcewell**, **Buy Board**, **TIPS Purchasing Cooperative**- .)

"Exemptions." See Section 3.20.035.

"Indefinite quantity contract" means a contract which requires the contractor to furnish an indeterminate quantity of specified services, items of tangible personal property or construction during a prescribed period of time at a definite unit price or at a specified discount from list or catalogue prices.

"Invitation for bids (IFB)" means all documents, including those attached or incorporated by reference, utilized for soliciting sealed bids.

"Lease option" means an operating lease for acquiring tangible equipment and "lease purchase options" means a capital lease for acquiring tangible equipment. The City of Hobbs can enter into either an operating lease or a capital lease in acquiring tangible equipment. Thresholds still apply as to the total value of the leased asset. All lease agreements valued at under ~~seventy-five thousand dollars (\$75,000.00)~~ **ninety thousand dollars (\$90,000.00)** must be signed by the City Manager or designee. All lease agreements with tangible equipment valued at over ~~seventy-five (\$75,000.00)~~ **ninety thousand dollars (\$90,000.00)** must be processed through bidding, request for proposal, GSA, or cooperative purchasing and be approved by the City Commission.

"Multi-term contract" means a contract having a term longer than one (1) year.

"Public works contracts" means a construction project of the City of Hobbs, to construct, repair, alter or extend an improvement on real property or to improve real property owned, used or leased by the City of Hobbs.

"Purchase order" means the document issued by the central purchasing office which directs a contractor to deliver items of tangible personal property, services or construction pursuant to an existing contract.

"Purchase request" means the document by which a using department or division requests that a contract be obtained for a specified service, construction or item of tangible personal property and may include but is not

limited to the technical description of the requested item, delivery schedule, transportation requirements, suggested sources of supply and supporting information.

"Request for proposal (RFP)" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Task order" means a written contract associated with a multi-award RFP or bid.

"Total cost" means total cost of the materials or services required, defined as all costs associated with the purchase, including shipping and any applicable taxes.

### **3.20.035 Exemptions.**

Purchases of parts and labor or maintenance agreements to repair disabled equipment or machinery if the equipment or machinery is repaired by a franchised dealer or by a factory authorized repair shop.

Purchases of parts and labor for equipment or machinery where a breakdown of this equipment or machinery could cause an emergency or costly condition to exist and where the machinery or equipment is in immediate danger of failure.

[Purchases of local indefinite quantity commodities such as food and supplies. \(only up to authorized budgeted amounts\)](#)

Purchases of computer software and ancillary services required to match other software in use is required to be used in the public interest. This includes licensing fees and services to modify or maintain proprietary software.

Purchases of specialty goods, as defined by the Chief Procurement Officer or Finance Director, for resale to the general public at a retail business operated by the City.

Agreements for the services of attorneys and legal assistants.

Contracts and expenditures in connection with court or administrative proceedings, including, but not limited to, experts, mediators, interpreters, translators, court reporters, process servers, witness fees, security services and printing and duplicating of materials for filing.

Infrastructure development agreements.

[Land Acquisitions or Right of Way Acquisitions](#)

Railroad infrastructure agreements.

Agreements for the services of lobbyists.

Third party lodgers' tax awards.

Social service agencies.

Exempt agencies.

Fully funded restricted private donations as required by the private donor.

Leases, licenses, permits, exchanges, or purchases of real property and all other real property transactions.

Purchases from regulated utilities such as gas, electricity, water, telephone, cable TV, refuse collection services.

Purchases of books, periodicals, films, training materials, subscriptions, on-line information services, or advertising from the publishers and distributors or agents.

Purchases of travel by common carrier or by private conveyance and related travel expenditures such as meals and lodging.

Purchase of surety bonds.

Agreements for the services of medical practitioners such as doctors and veterinarians.

Purchase, lease, rental or any other financial management for the acquisition of works of art.

Contracts with professional entertainers and associated expenditures.

The purchase of used items if available for a limited time, such as by auction or public sale, and if determined to be at a cost advantage to the City. A memo shall be written to the Finance Director for approval describing the steps taken to determine that a cost advantage to the City exists.

### 3.20.036 Approval of Contracts.

The following contracts must be approved by the City Commission:

1. Any contract for professional/technical services in an amount exceeding ~~seventy-five thousand dollars (\$75,000.00)~~, ninety thousand dollars (\$90,000.00), including, but not limited to, legal service contracts.
2. Any amendment to a professional/technical services contract which causes the amount of that contract to exceed ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00).
3. Any CES/HGAC/SourceWell/BuyBoard/TIPS Purchasing Cooperative contracts exceeding ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00). Note: Items that utilize NM/Federal/NASPO GSA contracts are excluded from the ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00) threshold but must be approved in the current fiscal year budget.
4. Any amendment to a GSA/CES/HGAC/Sourcewell/BuyBoard/TIPS Purchasing Cooperative contract which causes the amount of that contract to exceed ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00).
5. Any exempt agency contract in an amount exceeding ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00) and any amendment to an exempt agency contract which causes the amount of that contract to exceed ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00).
6. Any social service agency contract in an amount exceeding ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00) and any amendment to a social service agency contract which causes the amount of that contract to exceed ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00).
7. Concession contracts expected to generate revenues to the contractor in excess of ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00) over a twelve (12) month period.
8. Sole source contracts for goods, services or construction in excess of ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00) for a single project.
9. Emergency service contracts for goods, services or construction in excess of ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00) Note: The City Manager must determine that urgent and compelling reasons requiring an emergency procurement of professional/technical services exceeding ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00) or social service exceeding ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00) the City Manager shall notify the Mayor and City Commission at its regularly scheduled meeting. The City Manager shall give a full description of the urgent and compelling reasons, the scope of work, the contract amount, and the name of the contractor.
10. Contracts with the New Mexico State Auditor, or other contracts required by law.

Note: City Manager may require contracts under ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00) to be approved by City Commission on a case by case basis. Land Acquisition or Right of Way Acquisition exceeding ninety thousand dollars (\$90,000.00) in value can be negotiated by the City Manager with ratification by the City Commission.

### 3.20.040 Purchasing policies.

- A. Certificates of Insurance. Vendors must provide a certificate of insurance to the CPO, or have a certificate on file with the City Clerk's office prior to any purchase that includes labor exceeding ~~twenty thousand dollars (\$20,000.00)~~ thirty thousand dollars (\$30,000.00). The certificate of insurance shall include all general liability, auto liability, and worker's compensation coverage as required by the CPO. Certificates of insurance may also be required for other purchases as deemed necessary.
- B. Certification of Procurement Officer. ~~The City of Hobbs is required to maintain a Certified Public Accountant within the Finance Department.~~ The certification of a procurement officer is ~~optional~~ mandatory within the Finance Department as it relates to the City of Hobbs Certified Public Accountant status.
- C. Competitive Sealed Proposals (Request for Proposal). When the City of Hobbs requires competitive sealed proposals, the entire proposal document must be reviewed and approved by the Department Head originating the proposal, CPO, City Attorney, and City Manager. Additional department staff may be required to review the proposal document. Notice of proposals must clearly identify the City of Hobbs, Finance Department, 200 E. Broadway, Hobbs, NM 88240 as the location and time for submittal.
  - 1. Public notices must be published at least ten (10) calendar days prior to the deadline for submission and posted to the City of Hobbs website. (13-1-113 NMSA 1978). Proposals will not be opened prior to the scheduled deadline for submission. Proposals are not publicly opened.
  - 2. After the deadline for submission, proposals will be evaluated based on the evaluation criteria set forth in the proposal document, by an evaluation committee designated by the City Manager or his designee (13-1-114 NMSA 1978). A minimum of twenty (20) percent cost factor must be included in the evaluation criteria. (Note: only on non-qualification based proposals will the minimum cost factor be applied.)
  - 3. Any negotiations will be conducted by the City Manager or his designee. Negotiations may be conducted with responsible offeror who submit proposals found to be reasonably likely to be selected for award (13-1-115 NMSA 1978, 1997 Repl.). The contents of any proposal shall not be disclosed so as to be available to competing offeror during the negotiation process (13-1-116 NMSA 1978).
  - 4. After award, all proposals are subject to the "Inspection of Public Records Act" (14-2-1 through 14-2-12 NMSA 1978).
  - 5. Proposals that are rejected and never awarded are not subject to the Inspection of Public Records Act (14-2-1 through 14-2-12 NMSA 1978).
  - 6. In addition to the requirements above, proposals for the services of architects, engineers, landscape architects and surveyors must also comply with Sections 13-1-120 through 13-1-124 NMSA 1978 (Section 13-1-115 NMSA 1978).
  - 7. If federal grant revenues are associated with a proposal, the proposal must contain language as it relates to the specific federal grant guidelines
  - 8. All proposers shall be required to sign an affidavit attesting that collusion has not occurred.
  - 9. All proposers shall be required to sign a Related Party Form, disclosing any financial interest the proposer may have with the City of Hobbs.
  - 10. All proposers shall be required to sign a Debarment Certificate disclosing any debarment from the State of New Mexico, Federal Government and or the City of Hobbs.

D. Construction Manager at Risk Delivery Method.

1. Construction manager at risk delivery method authorized; multiphase selections procedure.

- a. A construction manager at risk delivery method may be used when the City Commission or designee determines that it is in its interest to use that method on a specific project, provided that the construction manager at risk shall be selected pursuant to the provisions described of this section.
- b. The City Commission or designee shall form a selection committee of at least three (3) members with at least one (1) member being an architect or engineer. The selection committee shall develop an evaluation process, including a multiphase procedure consisting of three (3) steps. The three (3) step process shall consist of a request for qualifications, a request for proposals and an interview.

A request for qualifications shall be published and shall include at a minimum the following:

- i. A statement of the minimum qualifications for the construction manager at risk, including the requirements for:
    - (A) A contractor's license for the type of work to be performed, issued pursuant to the Construction Industries Licensing Act;
    - (B) Registration pursuant to 13-4-13.1 NMSA 1978; and
    - (C) A minimum bond capacity;
  - ii. A statement of the scope of work to be performed, including;
    - (A) The location of the project and the total amount of money available for the project
    - (B) A proposed schedule, including a deadline for submission of the statements of qualification;
    - (C) Specific project requirements and deliverables;
    - (D) The composition of the selection committee;
    - (E) A description of the process the selection committee shall use to evaluate qualifications;
    - (F) A proposed contract; and
    - (G) A detailed statement of the relationships and obligations of all parties, including the construction manager at risk, agents of the City Commission or designee, such as an architect or engineer;
  - iii. A verification of the maximum allowable construction cost; and
  - iv. A request for a proposal bond as required by Section 13-1-146 NMSA 1978.
  - v. All proposers shall be required to sign an affidavit attesting that collusion has not occurred.
  - vi. All proposers shall be required to sign a Related Party Form, disclosing any financial interest the proposer may have with the City of Hobbs.
  - vii. All proposers shall be required to sign a Debarment Certificate disclosing any debarment from the State of New Mexico, Federal Government and or the City of Hobbs.
- c. The selection committee shall evaluate the statements of qualifications submitted and determine the offerors that qualify for the construction manager at risk. The committee shall issue a request for proposal to the offerors that qualify.

- d. The selection committee shall issue a request for proposal and evaluate the proposals pursuant to Sections 13-1-112 through 13-1-117 NMSA 1978 except that:
    - i. The request for proposals shall be sent only to those determined to be qualified.
    - ii. The selection committee shall evaluate the proposals and conduct interviews with up to three (3) of the highest-ranked offerors instead of negotiating with responsible offerors found to be reasonably likely to be selected; and
  - e. After conducting interviews with the highest-ranked offerors and after considering the factors listed in this section, the selection committee shall recommend to the City Commission the offeror that will be most advantageous to the City of Hobbs. Should the City Commission or designee be unable to negotiate a satisfactory contract with the offeror considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that offeror shall be formally terminated. The City Commission or designee shall then undertake negotiations with the second most qualified offeror. Failing accord with the second most qualified offeror, the City Commission or designee shall formally terminate negotiations with the offeror. The City Commission or designee shall then undertake negotiations with the third most qualified offeror. Should the governing body or designee be unable to negotiate a contract with any of the offerors selected by the committee, additional offerors shall be ranked in order of their qualifications and the City of Hobbs or designee shall continue negotiations in accordance with this section until a contract is signed with a qualified offeror or the procurement process is terminated and a new request for proposal is initiated.
  - f. In evaluating and ranking statements of qualifications, proposals and results of interviews, and in the final recommendations of a construction manager at risk, the selection committee shall consider:
    - i. The offeror's experience with construction of similar types of projects;
    - ii. The qualifications and experience of the offeror's personnel and consultants and the role of each in the project;
    - iii. The plan for management actions to be undertaken on the project, including services to be rendered in connection with safety and the safety plan for the project;
    - iv. The offeror's experience with the construction manager at risk method; and
    - v. All other selection criteria, as stated in the request for qualifications and the request for proposals.
  - g. Nothing in this section precludes the selection committee from recommending the termination of the selection procedure and repeating the selection process pursuant to this section. Any material received by the selection committee in response to a solicitation that is terminated shall not be disclosed so as to be available to competing offerors.
  - h. After a contract is awarded, the selection committee shall make the names of all offerors and the names of all offerors selected for interview available for public inspection along with the selection committee's final ranking and evaluation scores. Offerors who were interviewed but not selected for contract award shall be notified in writing within fifteen (15) days of the award.
2. Responsibilities of construction manager at risk following award of project.
- a. The contract with the construction manager at risk shall specify:
    - i. The guaranteed maximum price; and
    - ii. The percentage of the guaranteed price that the construction manager at risk will perform with its own work force.

- b. The construction manager at risk, in cooperation with the City Commission or designee, shall seek to develop subcontractor interest in the project and shall furnish to the City Commission or designee and any architect or engineer representing the City Commission or designee a list of subcontractors who state in writing that they are a responsible bidder or a responsible offeror, including suppliers who are to furnish materials or equipment fabricated to a special design and from whom proposals or bids will be requested for each principal portion of the project. The governing body and its architect or engineer shall promptly reply in writing to the construction manager at risk if the governing body, architect or engineer knows of any objection to a listed subcontractor or supplier, provided that the receipt of the list shall not require the City Commission or designee, architect or engineer to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the City Commission or designee, architect or engineer later to object to or reject any proposed subcontractor or supplier.
    - c. The construction manager at risk shall:
      - i. Conduct pre-bid or pre-proposal meetings;
      - ii. Advise the City Commission or designee about bidding or proposals;
      - iii. Enter into contracts; (only on City Commission approval) and
      - iv. Assist the City Commission or designee in evaluating submissions by responsible bidders and offerors.
- E. Competitive Sealed Bids (Invitation for Bids). When the City of Hobbs requires sealed bids, the entire bid document must be reviewed and approved by the Department Head originating the bid, CPO, City Attorney, and City Manager. Additional department staff may be required to review the bid document. Notice of bids must clearly identify the City of Hobbs, Finance Department, 200 E. Broadway, Hobbs, NM 88240 as the location and time for submittal.
  - 1. Public notice must be published at least ten (10) calendar days prior to the scheduled bid opening and posted to the City of Hobbs website. (13-1-104 NMSA 1978). Bids will not be opened prior to the scheduled bid opening. All bids shall be opened publicly in the presence of one or more witnesses. (13-1-107 NMSA 1978). Award shall be made to the lowest responsible bidder. The City reserves the right to waive technicalities and accept the bid deemed to be in the best interest of the City.
  - 2. Price negotiations can be conducted in order to avoid rejection of all bids only if the lowest responsible bid has otherwise qualified, and if there is no change in the original terms and conditions, if the lowest bid was up to ten (10) percent higher than budgeted project funds. (Section 13-1-105 NMSA 1978).
  - 3. All bids are subject to the Inspection of Public Records Act (14-2-1 through 14-2-12 NMSA 1978).
  - 4. Addendums to bids must be disclosed by the CPO within twenty-four (24) hours of prior bid opening date.
  - 5. If federal grant revenues are associated with a bid, the bid must contain language as it relates to the specific federal grant guidelines.
  - 6. All proposers shall be required to sign an affidavit attesting that collusion has not occurred.
  - 7. All proposers shall be required to sign a Related Party Form, disclosing any financial interest the proposer may have with the City of Hobbs.
  - 8. All proposers shall be required to sign a Debarment Certificate disclosing any debarment from the State of New Mexico, Federal Government and or the City of Hobbs.
- F. Expenditure Categories. The following policies are to be applied by the CPO for all expenditures of the City of Hobbs. The application of the policy is based on the appropriate cost category that each purchase fits into; as well as the additional requirements for public works contracts, see section 3.20.060; and miscellaneous purchases, see section 3.02.050.

1. Category #1—Total Cost is Less Than ~~Twenty Thousand Dollars (\$20,000.00)~~ Thirty Thousand Dollars (\$30,000.00). Price quotes for these purchases are required, however a good faith effort must be made to acquire the materials or services at the best obtainable price. All departments can purchase services, construction or items of tangible personal property having a value not exceeding ~~twenty thousand dollars (\$20,000.00)~~ thirty thousand dollars (\$30,000.00) by issuing a direct small purchase order. (Note: all purchase requisitions must have a quote before a conversion to a purchase order) Purchases made in this category must obtain prior approval from an authorized department employee.
2. Category #2—Total Cost is More Than ~~Twenty Thousand Dollars (\$20,000.00)~~ Thirty Thousand Dollars (\$30,000.00), but less than ~~Seventy-Five Thousand Dollars (\$75,000.00)~~ Ninety Thousand Dollars (\$90,000.00). Purchase of services, construction or items of tangible personal property having a value not exceeding ~~seventy five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00) are accomplished by obtaining three (3) written quotes. The quotes will be turned in to the CPO with a quote/purchase request form for issuance of a purchase order. Purchases made in this category must obtain prior approval from an authorized department employee.
3. Category #3—Total Cost is More Than ~~Seventy-Five Thousand Dollars (\$75,000.00)~~ Ninety Thousand Dollars (\$90,000.00). Purchases of services, construction or items of tangible personal property in this category must be procured using formal sealed bids or competitive sealed proposals through the CPO. Only the CPO can distribute bid and proposal documents, maintain an approved bidder list, or issue any addendum to bids or proposals. Purchases made in this category must obtain prior approval from the Department Head and approved by the City Manager and City Commission.

Purchases are not to be artificially divided to shift the classification of the purchase into an inappropriate expenditure category. Violation of this policy is subject to possible disciplinary action as defined in the personnel policy.

- G. Freight Designations. The City of Hobbs will not accept title of any goods until they are received by an agent of the City of Hobbs (13-1-157, 13-1-158 NMSA 1978).
  1. The shipping terms of all purchases made by the City of Hobbs must be F.O.B. destination or F.O.B. destination, freight prepaid by the vendor.
  2. In most instances, the City of Hobbs will not prepay freight on any purchases. The CPO will make an assessment of the facts and circumstances, and determine if pre-payment of freight is the only available means of purchasing the goods in the best interest of the City of Hobbs.
- H. Gross Receipts Tax. In accordance with state law, the City of Hobbs is responsible to pay New Mexico gross receipts tax on all payments for labor (7-9-1 through 7-9-85 NMSA 1978). Some materials for construction projects may also be subject to New Mexico gross receipts tax.
- I. Indefinite Quantity Contract Purchases. Purchases of the same materials or services at various times during the year may require formal bids if the total cost for the fiscal year exceeds ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00) for all departments. Examples of these types of purchases are fertilizer, asphalt, chlorine, lime, concrete, uniforms, janitorial, etc.
  1. The City of Hobbs may procure multiple indefinite quantity construction contracts pursuant to a price agreement for multiple projects under a single RFP, provided that the total amount of a contract and all renewals does not exceed two million dollars (\$2,000,000.00) over four (4) years and the contract provides that any one (1) purchase order under the contract may not exceed five hundred thousand dollars (\$500,000.00). (13-1-154.1 - B)
- J. Multi-Year Contracts. The City of Hobbs may enter into multi-year contracts that are in the best interest of the City of Hobbs as determined by the CPO.
  1. The maximum length of any contract for tangible personal property, construction or services under ~~seventy five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00) is not to exceed four

(4) years, over ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00) is not to exceed eight (8) years including extensions and renewals.

2. The maximum length of any contract for professional services is not to exceed four (4) years with all extensions and renewals (13-1-150 NMSA 1978)
  3. The terms of these multi-year contracts must be specified in the specifications of the bid or proposal (13-1-150 NMSA 1978).
  4. Task orders can be issued as it relates to multi-award bids and proposals. Task orders between ~~twenty thousand dollars (\$20,000.00)~~ thirty thousand dollars (\$30,000.00) and ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00) shall obtain approval from, the Department Head Committee (Department Head Committee defined as a Department Head and one or more evaluators) and the City Manager. The committee shall have a written justification of why the chosen contractor is in the best interest of the City. Any artificial divide of task orders exceeding the ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00) threshold would require City Commission approval. (e.g.: three (3) task orders to the same contractor, with each task order amount at ~~twenty-five thousand dollars (\$25,000.00)~~ ninety thousand dollars (\$90,000.00)). Task orders exceeding ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00) must obtain prior approval from the Department Head and approved by the City Manager and City Commission. In determining the contractor for multi-award task orders exceeding ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00), the Department Head Committee will make the recommendation based on the best interest of the City.
  5. The City of Hobbs may procure multiple architectural or engineering services contracts for multiple projects under a single qualifications-based RFP; provided that the total amount of multiple contracts and all renewals for a single contractor does not exceed two million dollars (\$2,000,000.00) over four (4) years and that a single contract, including any renewals, does not exceed five hundred thousand dollars (\$500,000.00) (13-1-154.1 - A)
- K. Professional Services Expenditures. "Professional services" means the services of architects, archaeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, lawyers, psychologists, planners, researchers and persons or businesses providing similar services (13-1-76 NMSA 1978).

Professional services are procured at the direction of the City Manager for contracts under ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00) including for the services of architects, landscape architects, engineers or surveyors for state public works projects or local public works projects, in accordance with professional services procurement regulations promulgated by the Department of Finance and Administration, the General Services Department or a Central Purchasing Office with the authority to issue regulations. Professional services between ~~twenty thousand dollars (\$20,000.00)~~ thirty thousand dollars (\$30,000.00) and ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00), not related to public works projects, shall obtain three (3) written competitive quotes with justification (when applicable) before the City Manager may approve the contract. Contracts over ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00) are procured at the direction of the City Manager with City Commission approval, and are subject to the competitive sealed proposal requirements. The CPO will issue a contract after documentation of the appropriate approval is delivered to the CPO.

NOTE: The City of Hobbs is subject to 2.22 NMAC State Audit Rule in contracting for the audit services.

- L. Cooperative Purchasing Agreements. "Cooperative procurement" means procurement conducted by or on behalf of more than one (1) state agency or local public body, or by a state agency or local public body with an external procurement unit. Purchases of services, construction or items of tangible personal property can be made through the use of a "cooperative purchase agreement". The cooperative agency agreement must be approved by the City Commission. If multiple purchasing agreements exists with vendors for a project, and the project exceeds two hundred thousand dollars (\$200,000.00), the Department Head must attempt and obtain multiple quotes. The multiple quotes can be compared to all cooperative purchasing agreements

as it relates to CES, GSA, HGAC, Sourcewell, BuyBoard and TIPS Purchasing Cooperative. Purchases exceeding ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00) must obtain prior approval from the Department Head and approved by the City Manager and City Commission.

- M. Amendments to Contracts. Any amendment exceeding ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00) must obtain prior approval from the Department Head and approved by the City Manager and City Commission.
- N. Change Orders. Any change order on a contract exceeding ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00) must obtain prior approval from the Department Head and approved by the City Manager and City Commission.
- O. Purchases from Elected Officials or Employees. The City of Hobbs shall follow the NM Governmental Conduct Act as it relates to purchases from elected officials or employees. Procedures for related party expenditures are in Section 3.20.100 of the City of Hobbs Procurement Ordinance.
- P. Quotations. When the City of Hobbs Procurement Policy requires quotations, either written or oral, all vendors must be given the same information concerning the material or service required and any other specifications. Each vendor contacted must be given an equal opportunity to supply the material or service. If an addendum to a request for a quotation is required, it must be provided to all vendors that were asked to respond.
- Q. Resident Bidder's Preference. Vendors registered with the State of New Mexico who have received a resident bidder's preference number are eligible for a five (5) percent preference in the evaluation of their bid price (13-1-21 NMSA 1978). This five (5) percent resident bidder's preference is applicable to formal sealed bids and proposals. The resident bidder's preference does not apply to the expenditure of federal funds (13-1-21 NMSA 1978). The CPO is responsible for the verification of the resident bidders' preference number with the State of New Mexico.
- R. Resident Veteran Business Preference. Vendors registered with the State of New Mexico who have received a resident veteran business preference number are eligible for the following bidder preference (13-1-21 or 13-1-22 NMSA 1978): (Note: The resident veteran business preference is applicable to formal sealed bids and proposals).
  - 1. Resident veteran business with annual revenues of three million dollars (\$3,000,000.00) or less to be ten (10) percent lower than the bid actually submitted and a ten (10) percent factor for a request for proposal.

The CPO is responsible for the verification of the resident veteran business preference number with the State of New Mexico.

- S. Sole Source and Emergency Purchases.
  - 1. "Sole source purchases" are defined as a purchase for which there is only one known source for the required service, construction or item of tangible personal property (13-1-126 NMSA 1978). At least thirty (30) days before a sole source contract is awarded, the CPO or designee of either shall post notice of the intent to award a sole source contract on its website and forwarded to the State of New Mexico Department of Information Technology for posting on the sunshine portal. The notice shall identify at a minimum:
    - a. The parties to the proposed contract.
    - b. The nature and quantity of the service, construction or item of tangible personal property being contracted for; and
    - c. The contract amount.

Any qualified potential contractor who was not awarded a sole source contract may protest to the CPO. The protest shall be submitted in writing within fifteen (15) calendar days of the notice of intent to award a contract being posted by the CPO. (13-1-126.1, A B, 13-1-128)

2. Emergency purchases are valid only when there exists a threat to public health, welfare, safety or property requiring procurement under emergency conditions (13-1-127 NMSA 1978). An emergency condition creates an immediate and serious need for services, construction or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten:
    - a. The functioning of government;
    - b. The preservation or protection of property; or
    - c. The health or safety of any person (13-1-127 NMSA 1978).
  3. Every effort should be made to purchase competitively if the situation allows (13-1-127 NMSA 1978). A written determination of the basis for the emergency procurement and for the selection of the particular contractor shall be included in the procurement file (13-1-128 NMSA 1978).
  4. Written documentation of these types of purchases must be submitted to the CPO by the Department Head making the purchase (13-1-128 NMSA 1978). This documentation must be maintained for a minimum of three (3) years (13-1-128 NMSA 1978).
  5. Within three (3) business days of awarding an emergency procurement contract, the CPO or designee of either shall post notice of the intent to award the emergency purchase contract on its website and forwarded to the State of New Mexico Department of Information Technology for posting on the sunshine portal. The notice shall identify at a minimum:
    - a. The parties to the proposed contract;
    - b. The nature and quantity of the service, construction or item of tangible personal property being contracted for; and
    - c. The contract amount.
- T. State of New Mexico Purchasing Contracts, [State GSA](#) and [Federal GSA](#) contracts. The CPO may make purchases utilizing any State of New Mexico Purchasing Contract, or any [State/Federal](#) GSA contract deemed to be in the best interest of the City of Hobbs. The CPO is not required to obtain quotes or formal sealed bids for purchases under these contracts regardless of the total cost (13-1-129 NMSA 1978), but may utilize these contracts as one (1) of the price quotes when quotations are required.
1. When using GSA contracts the contractor (not the distributor) must indicate in writing a willingness to extend to the City of Hobbs the terms and conditions specified in the GSA contract (13-1-129 NMSA 1978).
  2. The CPO must have a complete copy of the State contract or GSA contract (13-1-129 NMSA 1978). The CPO will verify the terms of the contract as well as the effective date of the contract prior to issuance of a purchase order.

[U. Prepayments/deposits of professional service contracts with artists and entertainers are allowed \(subject to approval by City Manager and Finance Director\)](#)

### **3.20.050 Public works contracts.**

- A. Public works contracts are subject to the policies detailed above as well as the following additional procedures.
- B. All contracts of more than sixty thousand dollars (\$60,000.00), must contain a provision stating the minimum wages to be paid to various classes of laborers and mechanics as determined by State of New Mexico. Contractors must pay the laborers at least weekly, on the job site. The wage scale must be prominently posted by the contractor at the work site (13-4-11 NMSA 1978). If the City of Hobbs is utilizing a cooperative purchase agreement, the determination of wage rates for the agreement must be forwarded and filed with

the City of Hobbs CPO. Non-submittal of wage rate determinations from the cooperative service agency could result in a delay of payment.

- C. For all contracts of more than ~~seventy-five thousand dollars (\$75,000.00)~~ **ninety thousand dollars (\$90,000.00)**, the City of Hobbs must receive a performance bond from the contractor equal to one hundred (100) percent of the contract price, and a payment bond from the contractor equal to one hundred (100) percent of the contract price.
- D. The CPO can require performance bonds and payment bonds on any public works contract.
- E. The City of Hobbs may require a close out fee of no greater than five (5) percent be held from each partial payment to the contractor until the job is completed.
- F. Any vendor submitting a bid for a public works construction project more than five thousand dollars (\$5,000.00), shall submit a subcontractor list of who will perform work or labor or render service. The subcontractor's list shall give in detail the nature of the work which will be done by each subcontractor. Any bid submitted by any person which fails to comply with this policy will be considered a non-responsive bid and will not be accepted by the City of Hobbs (13-4-34 NMSA 1978).
- G. In order to submit a bid, proposal or to be considered for award of any portion of a public works project greater than sixty thousand dollars (\$60,000.00), the public works project is subject to the Public Works Minimum Wage Act. The contractor, serving as a prime contractor or not, shall be registered with the labor and industrial division of the labor department. The City shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a prime contractor that does not provide proof of required registration for itself.
- H. The City of Hobbs may procure multiple architectural or engineering services contracts for multiple projects under a single qualifications-based RFP; provided that the total amount of multiple contracts and all renewals for a single contractor does not exceed two million dollars (\$2,000,000.00) over four (4) years and that a single contract, including any renewals, does not exceed five hundred thousand dollars (\$500,000.00) (13-1-154.1 - A).

### **3.20.060 Miscellaneous expenditures.**

- A. Some miscellaneous expenditures do not lend themselves to classification as services or materials, and are not handled in the same way as most purchases.
- B. Travel expenditures, meal reimbursements, postage, dues/subscriptions and registration fees are several examples.
- C. Check requests can be utilized for these expenditures. It is encouraged to use purchase orders whenever necessary to assure budgeted funds are available.
- D. Documentation for the expenditure should be attached to the request, and submitted directly to the Finance Department for payment.

(Ord. No. 1101, § V, 4-17-2017)

### **3.20.061 Procurement Cards (P-cards)**

- A. P-Cards simplify the buying process and may be used by specific authorized individuals. P-cards are only to be used for online subscription-based services and travel (EXCLUDING MEALS) as it relates to City of Hobbs business. The P-Card shall only be used in accordance with established guidelines and procedures and only for purchases that are otherwise authorized. Purchase Cards should not be used to circumvent standard procurement requirements. The Finance Department is charged with administering and

establishing the rules and procedures of the City's P-Card program. The Finance Director or designee reviews and approves all City Departmental requests for the assignment of a P-Card. The Finance Director or designee shall establish and determine in writing all individual dollar limitations for P-Cards. In addition, the Finance Director or designee shall determine the limitation per transaction for each P-Card. No individual shall exceed his or her individual limitations without the Finance Director or designee express written approval. P-Card holders are responsible for the security of their cards; the cards should be treated with the same level of care individuals would use with their own personal credit or debit cards. Unsolicited requests for account information should be verified prior to releasing any information. P-Card holders suspected or accused of fraud, theft, or misuse will have their P-Cards suspended or terminated. Violation of the City's P-Card program will subject the P-Cardholder to the following sanctions:

- Card holder may be required to reimburse the City for the cost of unauthorized purchases;
- Revocation of the individual's P-Card; and/or Revocation of the individual's P-Card; and/or
- Termination of employment

### **3.20.070 Fixed asset policy.**

- A. Capital outlay items are budgeted annually and approved by the City Commissioners.
- B. Purchases from funds budgeted as a capital outlay must have an Inventory Data Sheet attached when submitted to the Finance Department for payment.
- C. All capital expenditures are accounted for in a fixed asset inventory and not charged to an operating expense account.
- D. Generally, expenditures for items with an original cost of more than five thousand dollars (\$5,000.00), and an estimated life of more than one (1) year, are classified as fixed assets.
- E. Generally, expenditures of less than five thousand dollars (\$5,000.00) are charged to the current year's operating expenses.
- F. Repairs should be charged to an operating expense account.
- G. Purchases for shrubbery, trees, sod, fencing, carpeting, roofing, plumbing, etc. should not be considered fixed assets.
- H. Installation, engineering services, architectural services and repairs extending the life of the asset should be charged and budgeted directly to the fixed asset as to assure proper value of the fixed asset. Note: When budgeting fixed assets, items F through H should be considered in the code series of the budgeting process. Operations should be budgeted in the 42000 object code series and capital should be budgeted in the 43000 or higher object code series.
- I. Disposition of any item requires prior approval from the Department Head (13-6-1 NMSA 1978), and completion of an inventory data sheet-transfers and deletions. Items are deemed to have a salvage value and are believed to be sold at a public auction must be specified on the inventory data sheet - transfers and deletions form. Minimum bid amounts for auction items may be determined by the Department Head and Finance Director prior to auction and communicated in writing to the auctioneer. The Finance Department is responsible for organizing the auction and will communicate when and where to transport the items before and after the auction. For chain of custody control, the Department is required to obtain a signature, with time and date, from the auctioneer and City staff once the item has been delivered. Signature sheets will be forwarded to the Finance Department.
- J. Each Department Head is responsible for maintaining an accurate inventory of all fixed assets assigned to their department.
- K. The results of the physical inventory shall be recorded in a written inventory report, certified as to correctness. The Finance Department will incorporate dual control and second level review of the fixed

asset balances for accuracy. The fixed asset listing and balances will be presented to the governing authority of the agency and signed by the governing authority of the agency. (NMAC 2.20.1.16.E)

- L. Annexing of property will be evaluated and added to the fixed asset inventory list at the end of every fiscal year (when applicable). The basis for valuation will be determined by reasonable methods determined by GAAP (Generally Accepted Accounting Principles).
- M. Donation of property will be evaluated and added to the fixed asset inventory list at the end of every fiscal year (when applicable). The basis for valuation will be determined by reasonable methods determined by GAAP (Generally Accepted Accounting Principles).
- N. Trade in of property. Where it is desired to trade-in or exchange used articles as part payment on the purchase price of new articles, the Finance Department shall, in requesting vendor offers, describe such used property, inform prospective vendor offerors where the used property can be examined, and notify prospective vendor offerors that the sale price of the new article and the allowance as credit for the trade-in or exchange shall be stated separately. The difference between the sale price of the new article and the trade-in allowance shall be deemed the offer of the seller. Note: If the trade-in item is on the physical certified asset list, all necessary approvals required by 13-6-1 NMSA 1978 must be processed first prior to the trade-in transaction.
- O. Recycled materials (scrap material which retains a salvage value) will be sold through a competitive process determined by the Finance Director. Note: If the sale of recycled material/item is on the physical certified asset list, all necessary approvals required by 13-6-1 NMSA 1978 must be processed prior to the recycled material transaction.

(Ord. No. 1101, § VI, 4-17-2017; Ord. 1123, 4-6-2020)

### **3.20.075 Budgeting policy/procedures.**

- A. In order to comply with Section 6-6-2 NMSA 1978, local governments have the following deadlines to adhere to:

June 1	Budget (preliminary) requests are due to New Mexico Local Government Division
July 31	Budget (final) Final Day to submit budget adjustment resolutions for current fiscal year
	Final budget requests for next fiscal year including the approving resolution due at New Mexico Local Government Division
	Fiscal year-end financial reports due at New Mexico Local Government Division

The New Mexico Local Government Division requires the City of Hobbs to establish and maintain a cash balance in the general fund equal to one-twelfth ( 1/12) of the budgeted expenditures at fiscal year-end (June 30).

The City of Hobbs will hold a minimum of one (1) budget public work session prior to the first Commission meeting in May.

A portion of the general fund cash balance can be reserved in a separate reserve fund by direct action of the City of Hobbs Commission. The action to set up a reserve must specify the purpose, the amount and the expected date for its use. Reserves which remain unused for a period of three (3) years will revert to the general fund.

- B. Budget Fund Establishment:

1. General Fund. Accounts for all financial resources, except those required to be accounted for in another fund.
2. Special Revenue Fund. Accounts for the proceeds of specific revenue sources that are legally restricted to expenditure for specific purposes.

3. Capital Projects Fund. Accounts for financial resources to be used for the acquisition or construction of major capital facilities.
  4. Debt Service Fund. Accounts for the accumulation of resources for the payment of general obligation and long-term debt principal and interest.
  5. Proprietary Fund. Accounts for operations that are financed and operated in a manner similar to private business enterprises, where the intent of the City Commission is that the costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges.
  6. Internal Service Fund. Accounts for the financing of goods or services provided by one (1) department or agency to other departments or agencies of the City of Hobbs on a cost-reimbursement basis.
  7. Fiduciary Fund (Trust and Agency). Accounts for assets held by the City of Hobbs in a trustee capacity or as an agent for individuals, private organizations, or other governmental units, and/or other funds.
- C. Adjustments and Reclassifications.
1. Definitions.
 

"Budget adjustment" means any revenue or expenditure adjustment made after June 1, increasing or decreasing budgeted cash fund balance.

"Budget reclassification" means any revenue or expenditure reclassification made after June 1, having no effect on budgeted cash fund balance.
  2. Budget Fund Adjustments.
    - a. New Mexico Local Government Division approval is required to adjust the budget after the budget is adopted. The following list establishes the criteria:
      - i. Meeting date that the City Commission approved the adjustments.
      - ii. Fund or funds affected by the adjustments.
      - iii. Department affected by the adjustments.
      - iv. The dollar amount of the adjustment and the available resources to fund the adjustment.
      - v. A brief explanation stating why the adjustment is necessary.
    - b. The signature of the Mayor, Commission Chair or designate (Manager, Finance Officer, etc) with attestation by the Municipal Clerk must be provided.
    - c. Budget adjustments requiring Local Government Division approval include:
      - i. Any budget increases.
      - ii. Any transfer of budget between funds.
      - iii. Transfers of cash, both permanent and temporary, between funds.
      - iv. Any combination of the above.
    - d. All budget increases, transfers (permanent and temporary) must be approved by the New Mexico Local Government Division prior to making the actual increase or transfer.
    - e. Budget increases or transfers from the general fund requiring the use of cash balances may not be approved if the result reduces estimated ending cash balance below LGD requirements.
    - f. Quarterly budget review establishes the second Commission meeting at the end of each quarter. The quarterly review requires the City of Hobbs to examine fiscal performance and make budget adjustments, if needed. The examination should include a comparison of revenues and expenditures to date to the approved budget.

3. Budget Categories.

- a. The City of Hobbs establishes budget categories within the funds and Departments as the following:

Revenue—(Object code beginning with a 30)

Personnel and Benefits—(Object code beginning with a 41)

Operating—(Object code beginning with a 42)

Capital Assets (Tangible Equipment)—(Object code beginning with a 43)

Capital Projects—(Object code beginning with a 44, includes a project number)

Debt Service—(Object code beginning with a 46)

- b. All budget reclassifications must be approved by the City Manager or Finance Director. Any budget reclassifications must be between budget categories. (example: reclassifications from personnel to personnel, reclassifications from operating to operating, reclassifications from capital assets to capital assets.) The budgetary cash fiscal impact on reclassifications should be zero with ratification of those adjustments at the quarterly budget review Commission meeting.

- c. Any budget adjustment reducing the budgeted cash by ~~sixty thousand dollars (\$60,000.00)~~ **ninety thousand dollars (\$90,000.00)** Commission approval must be obtained prior to the adjustment being recorded.

- d. Budget adjustments that do not reduce budgeted cash balance by ~~sixty thousand dollars (\$60,000.00)~~ **ninety thousand dollars (\$90,000.00)**, ratification of the adjustment at the quarterly budget review must be approved by the City Commission.

- e. End of the year fiscal year budget adjustments must be approved by the City Commission and submitted for approval to the Local Government Division by July 31.

D. Procedures for Submitting Fiscal Year Preliminary Budget.

1. Salary and Benefits.

- a. Finance Department will create the fiscal year budget file (in the MUNIS system) in the second week in December for the upcoming fiscal budget year.
- b. Finance Department will create a point in time, personnel projection file, in the MUNIS system prior to January 31.
- c. Any added departments must be approved by Finance Director prior to January 31.
- d. Department Heads will submit to the Human Resource Department by January 31, any added positions or reclassifications of personnel for the upcoming fiscal year budget.
- e. The Human Resource Department will update the personnel projection file with changes submitted by Department Heads by the second week in February.
- f. Once the projection file is updated, the salary projection will be executed and posted no later than March 1, The final projection must be compiled in the budget book by FTE by department, with salary amounts and compared to prior year. (Note: State of NM Local Government Division requires FTE counts and salary amounts with an average increase or decrease from prior budget year)
- g. Benefit projections will be determined by City management and updated in the salary/benefit projection prior to March 1.

2. Operating.

- a. Finance Department will create the fiscal year budget file (in the MUNIS system) in the second week in December for the upcoming fiscal year budget year.
  - b. Departments must input detailed line item budgets (within the MUNIS system) no later than March 1. (Note: detail input is required with justifications.)
  - c. Any additions of departments or object codes must be approved by Finance Director prior to March 1.
3. Capital Assets and Capital Projects.
- a. Finance Department will create the fiscal year budget file (in the MUNIS system) in the second week in December for the upcoming fiscal year budget year.
  - b. Departments adding new fiscal year budgeted projects must submit those projects to Finance no later than March 1. Any grant revenues associated with new projects also needs to be submitted to Finance. (Note: project numbers need to be added within the MUNIS system)
  - c. Departments must input detailed line item capital asset and capital project budgets no later than March 1. (Note: detail input is required with justifications.) **NOTE: CAPITAL ASSET COMPONENTS MUST BE BUDGETED IN THE SAME LINE ITEMS AND FUND TO DETERMINE TOTAL CAPITAL COST OF ASSET.**
  - d. Existing budgeted projects will be carried over into the next budget year. These existing budgeted should not be re-budgeted in the preliminary budget process unless an enhancement or addition needs to be made to the project after July 1.
4. Finance Department will project, an input revenues as it relates to the General Fund, Special Revenue Funds, Capital Asset Funds, Debt Service Funds, Enterprise Funds and Fiduciary/Trust Funds by March 1.
5. After March 1, the Finance Department will roll all components of the preliminary budget to the City Manager for review. The City Manager may establish departmental meetings during this review process.
6. Once City Manager review is complete, the Finance Department will compile preliminary fiscal year budget and create a projected budgeted cash fund balance report. The minimum general fund cash reserve as a percentage of general fund revenues shall be thirty (30) percent. (Note: City Commission reserves the right to set the reserve percent from fiscal year to fiscal year). The State of New Mexico Local Government Division requires one-twelfth ( 1/12) (8.33 percent) of general fund budgeted expenditures as the cash reserve.
7. The City of Hobbs preliminary budget will hold two (2) public meetings regarding the preliminary budget. The two (2) public meetings are as follows:
- 1) Preliminary budget work session discussions; and
  - 2) Final adoption of fiscal year preliminary budget. The timeline for work session is the second Commission meeting in April and the first Commission meeting in May.
8. Once the preliminary budget is adopted, the budget will be cross walked to the required DFA forms and submitted prior to June 1.

### **3.20.080 Contract policy/procedures.**

- A. Contract Background. Typically, the City of Hobbs requires contracts for any labor/services over ~~twenty thousand dollars (\$20,000.00)~~ **thirty thousand dollars (\$30,000.00)** There are some cases that might require a contract under ~~twenty thousand dollars (\$20,000.00)~~ **thirty thousand dollars (\$30,000.00)** if the department and vendor need to detail out certain attributes that would otherwise not reflect on the purchase order (examples of these are timelines, quantity amounts, methods of payment, scope of work, expectations etc.)

All contracts under ~~twenty thousand dollars (\$20,000.00)~~ will be assigned a purchase order. The signed contract will serve as backup to the purchase order issued. Contracts are not to be artificially divided to shift the classification of the purchase into an inappropriate expenditure category. ~~In obtaining a contract the following procedures must be followed as to make your department and vendor, an enjoyable experience with the Finance Department.~~

B. Procedure.

1. Determine if labor or services are over the ~~twenty thousand dollar (\$20,000.00)~~ thirty thousand dollar (\$30,000.00) threshold.
2. Contracts under ~~twenty thousand dollars (\$20,000.00)~~ thirty thousand dollars (\$30,000.00) will be assigned a purchase order (authorized contract will serve as backup to the purchase order). If over the ~~twenty thousand dollar (\$20,000.00)~~ thirty thousand dollar (\$30,000.00) threshold, three (3) written quotes (use quote/purchase request form) must be obtained. Any professional service between ~~twenty thousand dollars (\$20,000.00)~~ thirty thousand dollars (\$30,000.00) and ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00), not related to public works projects, should obtain three (3) competitive written quotes with justification (when applicable) before the City Manager can approve the contract. Once the authorized contract is approved, a purchase order will be issued. The authorized contract and documentation will serve as backup to the purchase order.
3. Obtain an electronic version contract on the City's Intranet page or contact Finance for a proforma contract. (Note: the contract pro forma version has been vetted through the Finance Department and Legal Department. Any other contract form used will be subject to additional review by the Legal/Finance Department.)
4. Update the contract with the vendor, scope of service, amounts, quantity or any other language is deemed necessary for clarification.
5. Check budget for available funds and update contract with coding instructions.
6. Contract needs to be signed by the Department Head, Finance Director, City Attorney, City Manager and vendor before work is to begin. If a contract is obtained through a bidding process or RFP process then the Mayor must sign contract.
7. Once signatures are obtained, the contract must be forwarded to Purchasing (along with the three (3) written quotes) for encumbering into the MUNIS system. (via purchase order) This assures that the City of Hobbs has the most current status of contractual liabilities owed to vendors.
8. Invoices associated with the ~~contracts~~ purchase order will be submitted to accounts payable and disseminated to the Department who ~~issued~~ requested the ~~contract~~ purchase order.
9. The Department Head will sign off on the invoice verifying the work was complete and satisfactory. The Department Head will then forward to accounts payable for payment. (Note: all invoices must be paid within fifteen (15) days of receipt of payment per ordinance.)
10. All contracts will be drafted for a one (1) year term with a three (3) year option to renew (when applicable). Before the contract year, a reminder notice will be sent by the Finance Department to the department who initiated the contract for review. The department will review and update any terms, scope of services, or any other terms set in the initial contract. Once reviewed, the department will sign the contract reminder notice along with the vendor. This constitutes exercising one (1) of the three (3) year options. A new purchase order will be issued in the budget year reflecting the exercised option. Any significant changes to the initial contract will need to be reflected in an amendment to the initial contract and purchase order identifying any updates. The amended contract must be signed by all parties listed in the initial contract.
11. Employment Contracts vs. Contracts of Independent Contractors. All contracts will be subject to review by the City Manager, Human Resources Director and Finance Director as it relates to determining whether a contract is considered to be an employment contract or a contract with an independent

contractor. (IRS rules apply) Employment contracts will be reviewed annually by the City Manager during his/her evaluation process for the employee. Contracts with an independent contractor will follow the review procedure mentioned in procedure 9 Section 3.20.080 of procedures for obtaining a contract.

12. Any vendor contract associated with Federal grant revenues will require proof the vendor was screened for possible debarment with the Federal Government. No contract or purchase order will be issued to a vendor if debarred.

### **3.20.085 Procedures for obtaining a purchase order.**

- A. Purchase Order Background. The City of Hobbs requires a purchase order for any tangible property, labor, and services under ~~twenty thousand dollars (\$20,000.00)~~ thirty thousand dollars (\$30,000.00). A purchase order can also be obtained for any tangible property over ~~twenty thousand dollars (\$20,000.00)~~ thirty thousand dollars (\$30,000.00) and under ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00), however, three (3) written quotes (use quote/purchase request form) must be obtained. (note: in obtaining three (3) quotes, the lowest quote does not have to be lowest, but a statement as to why lowest quote was not chosen) A purchase order can be obtained for tangible property or indefinite quantity amounts over ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00), but a formal bid, sole source, emergency request, GSA, cooperative purchasing (see ordinance policy) or formal RFP process would have to occur first. Any purchase orders over ~~twenty thousand dollars (\$20,000.00)~~ thirty thousand dollars (\$30,000.00) needs to be created in the Finance Department - Purchasing. It is noted the City of Hobbs uses a purchase order system for two (2) reasons; 1) that authorization of public funds has occurred before the purchase, and 2) only authorized personnel from the City of Hobbs can spend public funds. The purchase order system also tracks by department, checks availability of funds and contractually encumbers public funds. Any vendor purchase order associated with Federal grant revenues will require proof the vendor was screened for possible debarment with the Federal Government. No purchase order will be issued to a vendor if debarred. The City of Hobbs uses an electronic report and planning system (MUNIS) to obtain a purchase order. The steps involved in the City of Hobbs electronic procurement process is first, creating a requisition, converting to a purchase order, receiving an invoice, department receiving the item indicating the product or service was adequate and then a check is processed. Purchase orders are not to be artificially divided to shift the classification of the purchase into an inappropriate expenditure category. (example: creating purchase orders to one (1) vendor, same budget line item, ~~three (3)~~ four (4) different times at ten thousand dollars (\$10,000.00) per PO making the total purchase to the vendor ~~thirty thousand dollars (\$30,000.00)~~ forty thousand dollars (\$40,000.00). This purchase should have obtained three (3) written quotes since total purchase to one (1) vendor exceeded ~~twenty thousand dollars (\$20,000.00)~~ thirty thousand dollars (\$30,000.00). In the prior example, if total purchases exceeded ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00), then a formal bid or RFP process would need to be followed. ~~In obtaining a purchase order, the following procedures must be followed as to make your department and vendor, an enjoyable experience with the Finance Department.~~
- B. Procedure—Requisition to Purchase Order.
1. Complete a requisition entry in MUNIS. Please include a detailed description of the item or items purchased in the line detail field.
  2. All requisitions must have documentation (such as a quote, contract under ~~twenty thousand dollars (\$20,000.00)~~ thirty thousand dollars (\$30,000.00) or an estimate) attached to justify the price, timeline, and/or quantity needed.
  3. Release the requisition in MUNIS so that it can be processed through the workflow in MUNIS.
  4. Once all approvals have been made, the requisition will be converted into a purchase order.

5. The originator will receive two (2) copies of the purchase order by email - the department copy and the vendor copy. Please provide your vendor with the vendor copy of the purchase order.
- C. Procedure—Receiving on a Purchase Order.
1. Per the purchase order, the invoice should be received by the Finance Department.
  2. Finance will email a copy of the invoice to the department for authorization to pay.
  3. Please receive using the MUNIS receiving module any items on the invoice you have physically received.
    - a. Please contact Finance as soon as possible if you have received an invoice from us and you do not have your merchandise.
    - b. Receiving documentation should be scanned and attached (when applicable) within the receiving module to verify that all merchandise shipped was properly vetted. Examples are to verify that no prepayments exist between the vendor and the City of Hobbs, quantities are correct, and no damage of goods occurred.
  4. If you have more than one (1) line item on your purchase order, please be sure you are receiving on the correct line item.
  5. Please do not put a quantity in your receiving record - only a cost.
  6. Please utilize the comments section to communicate any necessary information regarding your invoice.
    - a. This is especially useful if you have multiple invoices paying against the same line on your PO. Please provide the invoice number in the comments section for multiple invoices.
  7. Please receive one (1) invoice at a time in the receiving record.
- D. Checks are Written Once Per Week. (Thursday afternoon). All purchase orders, invoices and receiving must be done by 5:00 p.m. Tuesday for payment to the vendor on Thursday of that week. (note: during holidays, the check run may be changed.) [Internal control Office of the State Auditor policies require the City of Hobbs to mail the checks to the vendor address on file.](#)

### **3.20.090 Procedures for obtaining a request for proposal (RFP).**

- A. RFP (Request for Proposals) Background. Request for proposals follow the same procedure noted in the State of New Mexico Procurement Code. RFP's are done when other factors need to be considered for tangible property, capital projects, professional services and other services. This section of RFP does not fully encompass the process when public works projects are being considered for an RFP. This section details out the basic process, thru RFP, in procuring services exceeding ~~seventy-five thousand dollars (\$75,000.00)~~ [ninety thousand dollars \(\\$90,000.00\)](#).
- B. Procedure for Creating an RFP.
1. Obtain pro forma RFP form on the City's intranet page or request from purchasing an electronic copy of the pro forma request for proposal.
  2. Once the department has a working template of the RFP, the following items need to be either updated or changed:
    - a. The proposal number (obtain thru purchasing).
    - b. The specific timeline from publishing to opening of the RFP. The date, time and place of opening (minimum time from publication to opening is ten (10) business days). Also, note that all RFP's need to be evaluated and submitted to the City Commission for approval.
    - c. A detail description of the scope of service needing to be performed.

- d. Evaluation criteria ranked on a grading scale or point scale. (examples: cost forty (40) percent-timeline twenty (20) percent - personnel experience on similar services twenty (20) percent - responsiveness to RFP ten (10) percent).
  - e. RFPs not related to public works projects shall have a minimum cost factor of twenty (20) percent.
  - f. Resident preference of five (5) percent and veteran's preference of ten (10) percent need to be included as an evaluation criteria factor. Note: A combination of preferences cannot exceed 10%. Bidder preferences DO NOT APPLY TO FEDERAL FUNDING.
  - g. A cost sheet needs to be included in the RFP if cost is an evaluation factor.
  - h. A campaign contribution form needs to be included in the RFP.
  - i. All proposers shall be required to sign an affidavit attesting that collusion has not occurred.
  - j. All proposers shall be required to sign a Related Party Form, disclosing any financial interest the proposer may have with the City of Hobbs.
  - k. All proposers shall be required to sign a Debarment Certificate disclosing any debarment from the State of New Mexico, Federal Government and or the City of Hobbs.
3. The department will submit a proposer list to purchasing for filing and submission of RFP to prospective proposers.
  4. Once the department has updated and completed the RFP, the department will submit to Purchasing for review. Purchasing will then make any suggestions or corrections before a check route is established. (a check route is a sign off sheet in order for complete compliance review). Purchasing creates a check route, with authorized signatures, in the following order:
    - a. Author of the RFP.
    - b. Department Head.
    - c. Purchasing.
    - d. Finance Director.
    - e. Legal.
    - f. City Manager.
  5. The check route needs to contain the budgeted funds available and the account number the RFP is budgeted in.
  6. When the check route is complete, the City Manager shall sign the notice to publish. The RFP publication will also be submitted to IT for publication on the City of Hobbs website.
  7. Any addendums to the RFP must be submitted twenty-four (24) hours in advance.
- C. Procedure for Evaluating an RFP. Specific guidelines in evaluating an RFP are detailed in the State of NM Procurement Code. The following procedures establish a benchmark for departments in completing the RFP process:
1. Finance Department will receive all RFP's and time/date stamp.
  2. Finance Department will compile an evaluation form specific to the criteria established in the formal RFP.
  3. The department will establish an evaluation committee with a minimum of three (3) evaluators. At least one (1) member needs to be independent of the RFP origination department. (refer to NM State Procurement Code for specific procedures)

4. The evaluation team will score the RFP and submit scoring sheets to the Finance Department. An average score sheet will be calculated and submitted to the Finance Department as well. Any possible proposers deemed non-responsive must be vetted through the Finance Department and Legal Department. This includes verifying the proposer was screened for possible debarment with the State of New Mexico and Federal Government. Bidder preferences or veterans preferences do not apply if the proposal is being encumbered with Federal funding.
5. The RFP origination department will create a staff summary and start negotiations of a contract agreement (see contract procedure). If contract negotiations fail with the highest rated proposer, the department will begin negotiations with the second highest proposer. (see detailed RFP negotiations in NM State Procurement Code) The staff summary, average scoring sheet and contract (when necessary) will be submitted to the City Commission for approval.
6. Upon City Commission approval, purchasing will submit an award letter to the highest rated proposer and notify (in writing) the non-successful proposers.
7. Once all contract documents are signed, the department will submit to purchasing a copy of the contract, and a purchase order will be encumbered enter the document into the MUNIS system. All contracts that are processed through the RFP process must be signed by the Mayor.

### **3.20.095 Bid policy/procedures.**

- A. Bid Background. Bids follow the same procedure noted in the State of New Mexico Procurement Code. Bids are done when only costs need to be considered for tangible property, capital projects, and other services deemed necessary for the City of Hobbs. This section of bidding does not fully encompass the process when public works projects are being considered for a bid. It is also noted that a construction manager assigned to assist the City of Hobbs, thru a prior RFP, can process bids, evaluate and make recommendations to the City of Hobbs Commission or designee. This section details out the basic process, thru bidding, in procuring tangible property, capital projects and other services exceeding ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00).
- B. Procedure for Creating a Bid.
  1. Obtain pro forma bid form on the City's intranet page or request from purchasing an electronic copy of the pro forma bid document.
  2. Once the department has a working template of the bid document, the following items need to be either updated or changed:
    - a. The bid number (obtain thru purchasing).
    - b. The specific timeline from publishing to opening of the bid. The date, time and place of opening (minimum time from publication to opening is ten (10) business days). Also, note that all bids need to be evaluated and submitted to the City Commission for approval.
    - c. A detail description of the tangible property, capital project or other service.
    - d. Resident preference of five (5) percent and veteran's preference of ten (10) percent need to be included as a cost factor.
    - e. A cost sheet needs to be included in the bid document.
    - f. A campaign contribution form needs to be included in the bid document.
    - g. All bidders shall be required to sign an affidavit attesting that collusion has not occurred.
    - h. All bidders shall be required to sign a Related Party Form, disclosing any financial interest the bidder may have with the City of Hobbs.

- i. All bidders shall be required to sign a Debarment Certificate disclosing any debarment from the State of New Mexico, Federal Government and or the City of Hobbs.
  3. The department will submit a bidders list to purchasing for filing and submission of bid to prospective bidders.
  4. Once the department has updated and completed the bid document, the department will submit to Purchasing for review. Purchasing will then make any suggestions or corrections before a check route is established. A check route is a sign off sheet in order for complete compliance review). Purchasing creates a check route, with authorized signatures, in the following order:
    - a. Author of the bid document.
    - b. Department Head.
    - c. Purchasing.
    - d. Finance Director.
    - e. Legal.
    - f. City Manager.
    - g. The check route needs to contain the budgeted funds available and the account number the bid is budgeted in.
    - h. When the check route is complete, the City Manager shall sign the notice to publish. The bid document will also be submitted to IT for publication on the City of Hobbs website.
    - i. Any addendums to the bid document must be done twenty-four (24) hours in advance.
- C. Procedure for Evaluating a Bid. Specific guidelines in evaluating a bid are detailed in the State of NM Procurement Code. It is also noted that if the City of Hobbs is contracting with a construction manager then the following process does not apply. The following procedures establish a benchmark for departments in completing the bid process (without a construction manager):
  1. Finance Department will receive all bids and time/date stamp.
  2. Finance Department will compile an evaluation form specific to the cost established in the formal bid process.
  3. All bids will be publicly opened and read out loud.
  4. The bid will be summarized and checked for completeness. Any possible bidders deemed non-responsive must be vetted through the Finance Department and Legal Department. This includes verifying the proposer was screened for possible debarment with the State of New Mexico and Federal Government. Bidder preferences or veteran's preferences do not apply if the bid is being encumbered with Federal funding.
  5. The bid origination department will create a staff summary and create a contract agreement (see contract procedure). The staff summary, bidding sheet and contract (when necessary) will be submitted to the City Commission for approval.
  6. Upon City Commission approval, purchasing will submit an award letter to the apparent low bidder and notify (in writing) the non-successful bidders.
  7. Once all contract documents are signed, the department will submit to purchasing a copy of the contract, and a purchase order will be encumbered ~~enter the document~~ into the MUNIS system. All contracts that are processed through the bidding process must be signed by the Mayor.

### **3.20.100 Related party expenditures procedures.**

Pursuant to the NM Governmental Conduct Act, the following procedures shall be followed by any employee/elected official conducting business with the City of Hobbs:

1. All employees and elected officials shall be required to submit a Financial Disclosure Form to the Finance Department annually.
2. All signed disclosure forms by employees/elected officials shall be filed in their personnel file.
3. Any possible conflict of interests with employees/elected officials may be reviewed by the Finance Director, City Attorney and City Manager.
4. If a conflict of interest arises with an employee/elected official, any future goods or services provided by the related party shall be subject to a competitive process and disclosed at a future City Commission meeting.
  - a. A competitive process is defined as written quotes with a minimum of three (3) vendors. The dollar amount threshold for the written quotes is one thousand dollars (\$1,000.00) to ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00). The recommended vendor, if an employee or elected official, shall require disclosure at a City Commission meeting.
  - b. Formal bid or RFP above ~~seventy-five thousand dollars (\$75,000.00)~~ ninety thousand dollars (\$90,000.00) shall require a formal competitive process of sealed bids/proposals with a disclosure of conflict of interest from the vendor. All formal bids or RFPs shall be disclosed at a City Commission meeting.
5. Any change in financial interest during the calendar year, the employee/elected official shall disclose the change to the Finance Department in writing.
6. All new employees/elected officials shall submit a Financial Disclosure Form upon hire or start of election term.

### **3.20.105 Inventory management policy.**

- A. Objective. The policy aims to achieve the following objectives which are to:
1. Provide guidelines that employees of the City of Hobbs must follow in the management and control of inventory, including safeguarding and disposal of inventory.
  2. Procure inventory in line with the established City of Hobbs Procurement Ordinance.
  3. Eliminate any potential misuse of inventory and possible theft.

- B. Definitions. [The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

"Cost" shall comprise costs of purchase, costs conversion, shipping and other costs incurred in bringing the inventories to their present location and condition.

"Inventories" are assets:

1. In the form of material or supplies to be consumed or distributed in the rendering of services.
2. Held for sale or distribution in the ordinary course of operations.

"Warehouse manager" means the official responsible for the requisition, receipt, issue, recording, safeguarding of inventory and cost-effective and efficient management of inventory.

"Obsolete inventory" means items that have expired, are redundant or damaged.

"Reorder level" means the level of inventory at which inventory is reordered.

"Net realizable" means the estimated selling price in the ordinary course of operations less the estimated costs of completion and estimated costs necessary to make the sale exchange or distribution.

"Purchase requisition" means an electronic request that performs a budget check and detailing inventory items as to description, quantity, cost, and shipping.

"Purchase order" means an electronic authorized contract which is converted from a purchase requisition, detailing inventory items as to description, quantity, cost and shipping.

"Receiving" means ordered inventory items from an authorized purchase order are received by the warehouse manager, against the purchase order by line item.

"Invoice" means vendor billing document that matches authorized purchase order.

- C. Scope. This policy applies to City of Hobbs inventory received by the warehouse manager and when applicable, the golf course manager.
- D. Inventory Procedures. The procedures for inventory must be followed to ensure that:
  - 1. Inventory is safeguarded at all times.
  - 2. There are accurate records of quantities on hand at all times.
  - 3. Optimum inventory levels are maintained to meet the needs of users.
  - 4. Only authorized issues of inventory are made to users.
  - 5. Items placed in warehouse are secured and only used for the purpose for which they were purchased.
- E. Ordering of Inventory.
  - 1. Each department must set its own inventory reorder levels for all items in consultation with the Utilities Director or Golf Pro Shop Manager, the inventory levels must indicate the minimum and maximum inventory that can be maintained.
  - 2. Due diligence and care shall be exercised in identifying low value and high value items of inventory.
  - 3. Minimum inventory level of high value items shall be ordered, any maximum order shall be based on specific requirement/need in order to avoid large amount of cash tied up on inventory.
  - 4. The purchase requisition will be requested by the warehouse manager/golf course manager detailing out description, items, cost, shipping and other costs and submitted through the MUNIS system or equivalent.
  - 5. The purchase requisition will be converted to an authorized purchase order by the Finance Department and forwarded to the warehouse/golf pro shop for the receiving warehouse manager/golf pro manager to match the goods received against the order once goods are delivered.
  - 6. Purchase orders must thereafter be filed in date sequence.
  - 7. This file must form the basis for follow up of orders and for matching goods that are delivered to the warehouse department/golf course pro shop.
  - 8. The orders file should be reviewed weekly by the warehouse manager/golf course manager and any orders, which have not been delivered as per the agreement with the buyer, must be followed up immediately.
- F. Receipt of Inventory.
  - 1. The quantity and quality of the inventory received from suppliers must be according to specifications and information on the purchase order.
  - 2. The warehouse manager/golf course manager must compare the delivery receiving document to the purchase order before accepting the goods.

3. The invoice or delivery receiving document must match the supplier name and order number.
  4. The warehouse manager/golf course manager must create an electronic receiving input into the MUNIS system or equivalent to record all the inventory items delivered in good condition.
  5. The warehouse manager/golf course manager must ensure that:
    - a. All receiving documents or invoices are signed by him/her and the driver.
    - b. All incorrect delivery items are rejected and clearly identified on both copies of the delivery receiving document and or invoice.
    - c. The supplier signs all amendments.
  6. The inventory received must then be transferred to the secured warehouse/golf course pro shop by the warehouse/golf pro shop designated staff, and the goods received are numbered and quantities captured on the bin by the warehouse manager (when applicable by the golf course manager).
  7. The inventories must be stored in their respective sections once they have been received.
  8. The inventory record/database system must be updated on the day the goods are received by the warehouse manager/golf course manager.
- G. Storage of Inventory:
1. Inventory must be stored in a secured, exclusive use area, under lock and key, furthermore the inventory must be insured.
  2. The area must be used exclusively for the storage of inventory, with limited authorized access only.
  3. Inventory must be positioned to facilitate efficient handling and checking.
  4. All items must be stored separately, with proper segregation.
  5. Inventory must be clearly labeled for easy identification. Inventory tag/bin labels may be used to identify each item and to aid in the physical verification of the items.
  6. Where possible, all items of the same typed and reference must be stored together as per the description on the inventory records.
  7. Due diligence and care must be exercised to prevent damage of, or deterioration of inventory.
  8. Steps must be taken to ensure safe custody of items, including precautions against loss or theft.
  9. The warehouse manager is responsible for the custody and care of inventory and must ensure that in his/her absence, such items, where applicable, are securely stored.
  10. No unauthorized persons/officials shall obtain entry to premises, buildings or containers where inventory is kept, unless accompanied by the warehouse manager or designee.
- H. Issuing of Inventory:
1. Only the warehouse manager is authorized to issue inventory from the warehouse.
  2. Inventory must only be issued in terms of the approved "pick ticket" form generated by the City of Hobbs MUNIS system.
  3. The warehouse manager must update quantities in the MUNIS database any inventory items issued from the "pick ticket".
  4. Inventories must be issued and used for official purposes only.
- I. Obsolete Inventory:
1. The preparatory work for the disposal of obsolete inventory must be undertaken by the warehouse manager and verified by the Utilities Director/Parks Director.

2. The Finance Officer must approve the disposal of obsolete inventory.
3. The final approval of write-off of obsolete inventory would be executed by resolution with approval of the Hobbs City Commission.
4. The obsolete inventory must satisfy that:
  - a. The inventory has expired and is redundant.
  - b. The inventory is of a specialized nature and has become outdated due to the introduction of upgraded and more effective products.
  - c. The inventory cannot be used for the purpose for which it was originally intended.

J. Inventory Count:

1. Items may be subject to an inventory spot count on a monthly basis.
2. Inventory counts may be carried out on a four (4) monthly basis with a full inventory count at the end of each fiscal year.
3. All approved City of Hobbs procedures and processes must be complied with during the inventory count.
4. The warehouse manager/golf course manager must document and report to the Utilities Director, Parks Director and Finance Director, any discrepancies between the inventory records database and the physical inventory.
5. Once reported to the Utilities Director/Parks Director and Finance Director, the amount will be forwarded to City Commission by resolution for write-off of any inventory losses or write ups of surpluses.
6. The appropriate disciplinary action must be instituted when applicable.
7. The inventory record database must be updated accordingly.

K. Inventory Records. An inventory record database must be maintained for all inventory items, electronically. All relevant information must be included for the proper management and control of all inventory items. It is recommended that details include but are not limited to:

1. Order number/date.
2. Item description.
3. Quantity and value of stock on hand.
4. Quantity and value of stock received.
5. Quantity and value of stock issued.
6. Reorder level.
7. Optimum inventory level.
8. Quantity and value of obsolete stock.
9. Opening and closing balance.

An inventory database must be printed monthly and the hard copy filed in a chronological order to maintain a proper audit trail.

L. Reporting.

1. A report must be submitted at each stock count to the Finance Department, Parks Director and Utilities Director detailing the following:

- a. Any inventory shortages or surpluses and the reasons for such.
  - b. Any inventory deficits proposed to be written-off.
  - c. Any obsolete inventory items.
2. Inventories purchased during the fiscal year must be disclosed at cost.
  3. All fiscal year reports must be submitted to the Finance Department which will be forwarded to the City of Hobbs external auditors.

PASSED, ADOPTED AND APPROVED this 18th day of May, 2026, to become effective July 1, 2026.

---

JONATHAN SENA, Mayor

ATTEST:

---

JAN FLETCHER, City Clerk

# Affidavit of Publication

STATE OF NEW MEXICO  
COUNTY OF LEA

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

Beginning with the issue dated  
April 30, 2026  
and ending with the issue dated  
April 30, 2026.



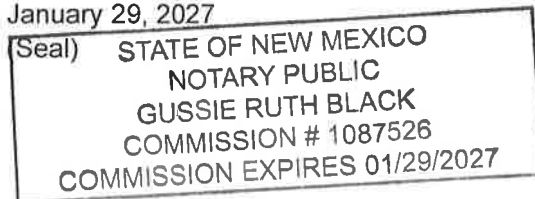
Publisher

Sworn and subscribed to before me this  
30th day of April 2026.

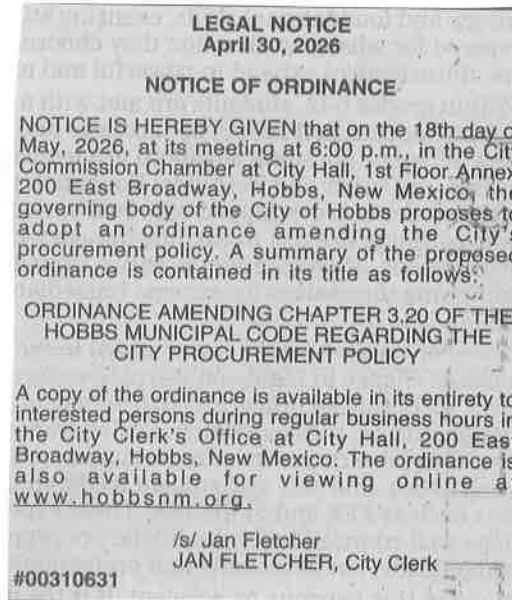


Business Manager

My commission expires  
January 29, 2027



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



67108146

00310631

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



**CITY OF HOBBS**  
STAFF SUMMARY FORM

MEETING DATE:  
**May 18, 2026**

**SUBJECT:** Consideration of Approval of RFP 561-26, Furnish Chlorine Based Disinfection Products

**DEPT OF ORIGIN:** Utilities

**DATE SUBMITTED:** 4/28/2026

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

**Summary:**

Proposals were opened for RFP 561-26, Furnish Chlorine Based Disinfection Products. These disinfecting products will be used by the City's Park and Utilities departments. The RFP was advertised on March 20, 2026. One proposal was received by the bid deadline and the evaluation team has reviewed the proposal based on the criteria listed in the RFP, with PVS DX, Inc. being the sole proposer.

**Company                      Total Price Submitted per RFP (Not Including NMGR)**

PVS DX, Inc: One (1) ton cylinders - Chlorine Gas: 50,000 pounds per year    \$1.097/lb

150 Pound cylinders - Chlorine Gas: 15,000 pounds per year    \$1.634/lb

Bulk - Sodium Hypochlorite: 190,000 pounds per year    \$0.369/lb /  
(\$3.69/gallon)

55 Gallon Drums: Sodium Hypochlorite: 5,000 pounds per year    \$0.445/lb /  
(\$4.45/gallon)

**Fiscal Impact:**

One (1) ton cylinders - Chlorine Gas: 50,000 pounds per year                      \$54,850.00/year

150 Pound Cylinders - Chlorine Gas: 15,000 pounds per year                      \$24,510.00/year

Bulk - Sodium Hypochlorite: 190,000 pounds per year                      \$70,110.00/year

55 Gallon Drums: - Sodium Hypochlorite: 5,000 pounds per year                      \$2,225.00/year

Total amount per year:    \$151,695.00/year

Funds to purchase these disinfecting products are included in the FY 2025-2026 Parks and Utilities budgets. These are projected costs based on usage history.

**Attachments:**

EXHIBIT A RFP 561-26 Chlorine

**Recommendation:**

Award RFP 561-26, and enter into an agreement with PVS DX, Inc to provide services and materials as proposed.

**Approved By:**

Bill Griffin, WWRF Superintendent

04/28/2026

Deb Corral, Assistant Finance Director	04/28/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	05/05/2026
Manny Gomez, City Manager	05/12/2026

**RFP 561-26**

**Evaluation (110 points available)**

**LOCATION: Utilities**

<p><b>1. Response to Project RFP</b> Offeror's ability to provide Chlorine Based Disinfection Products for disinfection of potable water systems, waste water, and pools.</p> <p><b>40 Points</b></p>	39	
<p><b>2. Record of Past Performance</b> Past record of performance by Offeror for product delivery and pickup.</p> <p><b>30 Points</b></p>	29	
<p><b>3. Cost</b></p> <p><b>30 Points</b></p>	27	
<p><b>Resident Bidder/Veterans Preference</b></p> <p style="text-align: right;"><b>10</b></p> <p><b>5 Resident/ 5 Veterans</b></p>	0	0
	95	

Staff Member \_\_\_\_\_ Overall Score \_\_\_\_\_

Date 4/26/2026 \_\_\_\_\_

**RFP 561-26**

**Evaluation (110 points available)**

**LOCATION: Utilities**

	PVS DX, Inc.	No other bids were received.
<b>1. Response to Project RFP</b> Offeror's ability to provide Chlorine Based Disinfection Products for disinfection of potable water systems, waste water, and pools.  <b>40 Points</b>	40	
<b>2. Record of Past Performance</b> Past record of performance by Offeror for product delivery and pickup.  <b>30 Points</b>	30	
<b>3. Cost</b>  <b>30 Points</b>	25	
<b>Resident Bidder/Veterans Preference</b>  <b>5 Resident/ 5 Veterans</b>	<b>10</b>	0  0
	95	

William J Griffin  Digitally signed by William J Griffin  
DN: C=US,  
 E=wggriffin@hobbsnm.org, O=City  
 of Hobbs, OU=Utilities/WWRF,  
 CN=William J Griffin  
 Date: 2026.04.20 16:11:46-06'00'

Staff Member \_\_\_\_\_

Date 04/20/2026

**RFP 561-26**

**Evaluation (110 points available)**

**LOCATION: Utilities**

	PVS DX, Inc.	No other bids were received.
<b>1. Response to Project RFP</b> Offeror's ability to provide Chlorine Based Disinfection Products for disinfection of potable water systems, waste water, and pools.  <b>40 Points</b>	40	
<b>2. Record of Past Performance</b> Past record of performance by Offeror for product delivery and pickup.  <b>30 Points</b>	30	
<b>3. Cost</b>  <b>30 Points</b>	30	
<b>Resident Bidder/Veterans Preference</b>  <b>5 Resident/ 5 Veterans</b>	10	0
		0
	100	

Staff Member Chris Maynard, Utility Production Supervisor 

Date 4/22/26

**RFP 561-26**

**Evaluation (110 points available)**

**LOCATION: General Services/CORE**

	PVS DX, Inc	No other bids received
<b>1. Response to Project RFP</b> Offeror's ability to provide Chlorine Based Disinfection Products for disinfection of potable water systems, waste water, and pools.  <b>40 Points</b>	38	
<b>2. Record of Past Performance</b> Past record of performance by Offeror for product delivery and pickup.  <b>30 Points</b>	28	
<b>3. Cost</b>  <b>30 Points</b>	25	
<b>Resident Bidder/Veterans Preference</b>  <b>5 Resident/ 5 Veterans</b>	<b>10</b>	0
	<b>91</b>	

Staff Member Shelia Baker

Date 4/22/2026

**REQUEST FOR PROPOSAL NO. 561-26**

**FURNISH CHLORINE BASED DISINFECTION PRODUCTS**

**City of Hobbs, New Mexico**

The City of Hobbs, New Mexico is requesting proposals from qualified Offerors interested in furnishing CHLORINE BASED DISINFECTION PRODUCTS as specified. Written proposals will be received by the City of Hobbs, New Mexico, at the office of the Finance Director in City Hall, 200 E. Broadway, Hobbs, NM 88240.

**DEADLINE - 2:00 pm April 20, 2026**

Submitted proposals shall not be publicly opened. Any proposal received after the stated time will be returned unopened. Request for Proposal may be procured without charge from the office of the City Finance Director. Questions concerning this proposal should be directed to Shelly Raulston, Procurement Specialist at (575) 397-9244.

In case of ambiguity or lack of clearness in stating proposal prices 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: March 20, 2026

The City of Hobbs Utilities Department is requesting proposals to furnish CHLORINE BASED DISINFECTION PRODUCTS that are used for disinfection of its potable water, waste water, and recreational pools. The City requests that your proposal be made in conformance with the guidelines contained herein on the proposal form. The contract will be awarded to the company with the proposal determined to be the most advantageous to the City of Hobbs and based on the evaluation criteria specified.

### EVALUATION OF PROPOSAL

Proposals will be evaluated on the following basis (all topics are as presented in the text of the proposal):

- A.** Proposals shall be evaluated on the basis of Offeror's capacity to furnish and deliver chlorine based disinfection products. These products refer to, and are limited to, Chlorine Gas (99.9%) in one (1) ton cylinders, Chlorine Gas (99.9%) in 150 pound cylinders, Sodium Hypochlorite (10-12.5% available Chlorine) in bulk, and Sodium Hypochlorite (10-12.5% available Chlorine) in 55 gallon drums. Bulk deliveries may include, but are not limited to, tanker loads, chemical totes, etc. Offeror shall be capable of providing Chlorine Gas in one (1) ton gas chlorine cylinders and 150 pound gas chlorine cylinders and provide Sodium Hypochlorite in bulk and 55 gallon drums. Offeror must have the ability to transfer bulk deliveries of Sodium Hypochlorite into three (3) onsite 500 gallon chemical storage tanks. Offeror will be solely responsible for providing the means and method for the safe and efficient transfer of Sodium Hypochlorite into the City's chemical storage tanks. This includes providing qualified personnel and the proper equipment to perform the transfer of Sodium Hypochlorite. Shipments of Sodium Hypochlorite must be accompanied by the Certificate of Analysis for that batch/load. Offeror will be evaluated on their ability to deliver and pickup containers to site of use in a timely and efficient manner. Offeror shall furnish the cost per pound (\$/pound, USD) of the following estimated annual quantities of Chlorine based disinfection products:

1. One (1) ton cylinders – Chlorine Gas	50,000 pounds per year
2. 150 pound cylinders – Chlorine Gas	15,000 pounds per year
3. Bulk - Sodium Hypochlorite	190,000 pounds per year
4. 55 Gallon Drums - Sodium Hypochlorite	5,000 pounds per year

Offeror will be evaluated on a cost per pound of Chlorine based disinfection products and additional evaluation factors as set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:

1. Acceptable;
  2. Potentially acceptable, that is, reasonably assured of being made acceptable, or;
  3. Unacceptable (Bidder's whose proposals are unacceptable shall be notified promptly).
- B.** The City of Hobbs shall have the right to waive technical irregularities in the form of the proposal of Offeror's, which do not alter the quality or quantity of the services (§13-1-132 NMSA 1978).

## NUMBER, FORM, AND STYLE OF PROPOSALS

- A. Offerors shall provide **FIVE (5)** copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- B. A recommended maximum of **TEN (10)** pages, including title, index, etc., not including MSDS information or front and back covers.
- C. The proposal should be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated:
- 1) Response to Project RFP. List your company's approach and ability to provide specialized services and chemicals related to providing Chlorine based disinfection products. List your company's ability and equipment for determining product effectiveness based upon approved testing procedures; include a listing of contract laboratories to be used, if any.
  - 2) Past Record of Performance. List two (2) municipal users where the proposed chemical(s) are currently, or have been, utilized. Provide the name of the entity, a brief description of the application and Chlorine based disinfection product used, and name of contact person, including phone number, who can discuss Offeror's services and products. Provide any pertinent information relevant to the user's system, flows, waste-stream characteristics, and products utilized.
  - 3) Chemical Specifications. Provide proposed chemical(s) MSDS sheets and fact sheet(s) if available. List chemical(s) re-supply methods and ability to meet monthly re-supply frequency.
  - 4) Estimated Annual Costs. Provide an estimate of annual costs for the services and products being requested in RFP 561-26. Do not include any taxes from which municipalities are exempt. Tax exempt certificates will be furnished, if needed. Projected costs should be broken down as:
    - Annual preventive maintenance and repair fee, if applicable
    - Chemical costs in price per pound (\$/pound), to include fees associated with fuel surcharges, cylinder rental, and drum cleaning to be included in the cost per pound (\$/pound).
    - All deliveries of Sodium Hypochlorite to have Certificate of Analysis indicating strength.
    - Projected total annual cost to the City of Hobbs in price per pound (\$/pound) for one (1) ton cylinders, 150 pound cylinders, Sodium Hypochlorite in bulk (10-12.5% available Chlorine), and Sodium Hypochlorite in 55 gallon drums (10-12.5% available Chlorine) for products delivered to various sites of use.
- D. Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
- E. Offeror's may request in writing nondisclosure of confidential data. Such data should

accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that states that the entire proposal is kept confidential will not be acceptable. Only matters which clearly are of a confidential nature will be considered.

F. Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

**EVALUATION CRITERIA**

Proposals must specifically address each of the following criteria. Each proposal may be awarded points up to the maximum amount of available points listed.

<u>Criteria</u>	<u>Available Points</u>
<b>1. Response to Project RFP</b> Offeror's ability to provide Chlorine Based Disinfection Products for disinfection of potable water systems, waste water, and pools.	<b>[40]</b>
<b>2. Record of Past Performance</b> Past record of performance by Offeror for product delivery and pickup.	<b>[30]</b>
<b>3. Cost</b>	<b>[30]</b>

Projected annual cost to the City of Hobbs based upon:

One Ton Cylinders - Chlorine gas: (Estimated Usage of 50,000 pounds per year)	\$ <u>1.077</u> per pound
150 Pound Cylinders - Chlorine gas: (Estimated Usage of 15,000 pounds per year)	\$ <u>1.634</u> per pound
Sodium Hypochlorite (10-12.5%), Bulk: (Estimated Usage of 190,000 pounds per year)	\$ <u>0.369</u> per pound
Sodium Hypochlorite (10-12.5%), 55 Gallon Drum: (Estimated Usage of 5,000 pounds per year)	\$ <u>0.445</u> per pound

**INSTRUCTIONS TO PROPOSERS**

**I. SUBMITTING PROPOSALS**

A Sealed proposals will be received in the Finance Department, 200 E. Broadway, Hobbs, New Mexico, in accordance with the Proposal Advertisement. Offerors shall use the proposal form included with the scope of work. Proposal forms must bear the appropriate

signature to be considered. Pursuant to NMSA 1978, § 13-1-191.1 (2006), offerors shall complete the attached Campaign Contribution Disclosure form. Failure to complete the attached proposal document in accordance with all instructions provided is cause for the City of Hobbs to reject proposals.

- B. Proposals must be submitted in a sealed envelope with the outside marked: **PROPOSAL NO 561-26 FURNISH CHLORINE BASED DISINFECTION PRODUCTS.**
- C. Billing shall not include Federal Excise Tax. (City will provide verification as necessary to validate tax-exempt status).
- D. Request for Proposal Amendments - Should any amendment to this Request for Proposal be deemed necessary between issuance of the request for Proposals and the proposal submission deadline, it will be distributed in writing to all recipients of the original RFP. If an amendment requires a time extension, the proposal submission date will be changed as part of the written amendment.
- E. It is the offeror's responsibility to deliver his proposal to the proper place and at the time designated. The fact that a proposal was dispatched will not be considered.
- F. Proposal Evaluation – An Evaluation Committee will review each proposal. Points will be allocated as outlined in the evaluation criteria of this RFP to determine the best responsible proposal. Negotiations may be conducted with responsible Offerors who submit proposals found to be reasonably likely to be selected for award. The City of Hobbs will forward recommendations to the City Commission, which will make the final award. The City reserves the right to accept proposals in their entirety, or portions thereof, and to reject any or all proposals and to waive formalities.
- G. It is agreed that proposals accepted by the City shall be valid for a period of ninety (90) days following the date of proposal opening.
- H. Any questions or clarifications regarding this proposal must be submitted to the Finance Department no later than five (5) days prior to the proposed deadline. No verbal changes shall take place during any conversations. Only written changes are acceptable.

## II. TERM OF CONTRACT

The City of Hobbs is asking for proposals which will be evaluated based on the evaluation criteria. The term of this contract shall be for one (1) year from the date of written notification of award of proposal, with an option to extend the contract an additional three (3) years, one year at a time, if mutually agreeable with the City of Hobbs and the vendor, in accordance with the Attorney General ruling. The agreement

shall be signed by the Successful Offeror and returned within an agreed upon time frame after the date of the Notice of Award. No agreement shall be effective until it has been fully executed by all of the parties thereto.

III. SERVICES

- A. **WARRANTY:** The Offeror agrees that the supplies or services furnished under this proposal shall be covered by the most favorable commercial warranties the vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this proposal. Vendor agrees not to disclaim warranties of fitness for particular purpose of merchantability.

IV. AWARD OF CONTRACT

- A. The City Commission of the City of Hobbs, New Mexico, reserves the right to waive irregularities in proposals, and to reject any or all proposals or portions thereof. They may award to the offeror whose proposal is deemed to be in the best interest of the City of Hobbs.
- B. To preclude possible errors and/or misinterpretations, the proposal must be affixed legibly in ink, or typewritten. Corrections or changes must be signed or initialed by offeror prior to scheduled deadline. Failure to do so will be just cause for rejection of proposal.
- C. Proposals may be withdrawn upon receipt of written request, prior to scheduled deadline for the purpose of making any corrections and/or changes. Such corrections must be properly identified and signed or initialed by offeror. Resubmitting must be prior to scheduled deadline for consideration.

V. PAYMENT

- A. Payment for services will be made on a monthly basis. Payment will be made within thirty (30) days after invoice receipt and certified by the City of Hobbs that all terms have been met.

## **GENERAL DESCRIPTION**

The City of Hobbs is seeking the services of a duly authorized vendor or distributor to provide annual services and products for disinfection of potable water, waste water, and recreational pools.

### **Potable Water System**

The City of Hobbs Potable Water system conveys an average of 12 MGD of potable drinking water using gaseous Chlorine in 150 pound cylinders as a disinfectant.

### **Wastewater Reclamation Facility (WWRF)**

The City of Hobbs WWRF discharges an average of 3.2 MGD of wastewater that is disinfected with gaseous Chlorine using one (1) ton cylinders. The WWRF also uses Sodium Hypochlorite (10 – 12.5% Available Chlorine), in 55 gallon drums, as a backup disinfection agent.

### **Pools**

The City of Hobbs has seven (3) recreational outdoor pools (Humble, Heizer, and Del Norte) that are disinfected using gaseous Chlorine in 150 pound cylinders. The CORE contains four (4) indoor recreational, therapeutic, and competition pools that are disinfected using Sodium Hypochlorite (10% Available Chlorine) contained in three (3) 500 gallon onsite chemical storage tanks.

## **PROPOSAL**

This request for proposals is for Offerors to list their company's ability to safely and reliably provide Chlorine Gas (99.9%) in one (1) ton and 150 pound cylinder, Sodium Hypochlorite (10-12.5% Available Chlorine) in bulk, and Sodium Hypochlorite (10-12.5% Available Chlorine) in 55 gallon drums for the disinfection of potable water, wastewater, and recreational pools.

Offeror will be responsible to provide maintenance/repairs on leased equipment, and be responsive to any requests from local, state or federal authorities for information regarding chemical(s), services, insurances or other items as a condition of agreement between Offeror and the City of Hobbs. Offeror acknowledges that several chemical injection sites are located in public places and will be held responsible for properly labeling products, clean up of spills and adherence to applicable safety standards.

Offeror is requested to deliver the products to the usage sites and pick up empty containers. Offerors price shall include any rental fees, pickup fees, and disposal fees. Usage sites are all located in the City of Hobbs and are listed as follows:

One (1) ton cylinders (Gas)	Wastewater Reclamation Facility, 1300 S. 5 <sup>th</sup> Street
150 pound cylinders (Gas)	Jefferson Reservoir, 2304 Jefferson St.
	Snyder Reservoir, 928 E. Snyder St.
	HIAP Reservoir, 6410 N. A St.
	Hydro Reservoir, 5419 W. Lovington Hwy.
	Del Norte Reservoir, 1801 W. Joe Harvey Blvd.

During the months of May, June, July, and August:

150 pound cylinders (Gas) Del Norte Aquatic Center, 4314 N. Grimes  
Humble Pool, 700 N. Grimes  
Heizer Pool, 215 E. Castle St.

Sodium Hypochlorite (10-12.5%) 55 gallon drums WWRF (as needed), 1300 S. 5<sup>th</sup> Street

Sodium Hypochlorite (10-12.5%) City of Hobbs CORE Building, 4827 N. Lovington Hwy.  
Bulk Delivery (To be pumped into onsite chemical storage tanks)

### **AGREEMENT**

Upon the closing date of RFP, an evaluation committee will rate the proposals received based upon the evaluation criteria. Negotiations to establish an annual agreement will be held between that Offeror who rated highest and the City of Hobbs to provide the services requested on an annual basis. Should a mutually acceptable agreement not be reached with that Offeror who rated highest, the City shall begin negotiating with the Offeror with the next higher rating and so forth until an agreement can be established. At the City's discretion, this agreement may be renewed annually, for a not to exceed total of three (3) consecutive years, if no changes to contract are requested by either Contractor or City.

**PROPOSAL 561-26**

**FURNISH CHLORINE BASED DININFECTION PRODUCTS**

**TO: The City of Hobbs, New Mexico**

\_\_\_\_\_, 2022

Proposal of \_\_\_\_\_:

A) A Corporation under the laws of the State of \_\_\_\_\_; or

B) A partnership consisting of \_\_\_\_\_; or

C) An individual trading as \_\_\_\_\_.

The undersigned bidder, pursuant to the foregoing "Notice to Bidders", has carefully examined the Instructions to Bidders, this proposal form and the Detailed Specifications.

\_\_\_\_\_  
Resident Preference No

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
BY:

\_\_\_\_\_  
TYPE OR PRINT NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
CITY                      STATE                      ZIP

NOTE: To be valid, proposal must be signed. The signature of a corporation is its president or an authorized vice president, attested by the secretary. A signature of a partnership must be a valid partner.

DO NOT RETURN "REQUEST FOR PROPOSAL FORM" IN CASE OF A "NO BID".  
IF APPLICABLE - BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING  
AMENDMENT(S):

AMENDMENT NO: \_\_\_ DATED: \_\_\_ AMENDMENT NO: \_\_\_ DATE:

AMENDMENT NO: \_\_\_ DATED: \_\_\_ AMENDMENT NO: \_\_\_ DATE:

## 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)

## 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 \$3M 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 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 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.

# NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_)

City OF \_\_\_\_\_)

\_\_\_\_\_, (name) being first duly sworn, deposes and says that he/she is (Title) \_\_\_\_\_ of (organization) \_\_\_\_\_

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 \_\_\_\_\_, 2018

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

# 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? If yes List names.

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):** \_\_\_\_\_

**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\_\_\_\_\_



## PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Hobbs, New Mexico, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as “City”) and \_\_\_\_\_, an independent contractor with a business address of \_\_\_\_\_(hereinafter referred to as “Contractor”).

**This Contract (hereinafter referred to as “Agreement”) is a:**

**Category 1 Contract:** (\$0 – not to exceed \$20,000.00). Purchasing requires good faith efforts to acquire the materials or services at the best obtainable price.

**Category 2 Contract:** (\$20,000.00 - not to exceed \$75,000.00). Purchasing requires three (3) written quotes turned in to the Central Purchasing Office.

**Category 3 Contract:** (\$75,000.00 and over). Purchasing requires formal sealed bids or competitive sealed proposals through the Central Purchasing Office.

**Professional Services Contract under \$75,000.00.** Purchasing requires the direction of the City Manager.

**Professional Services Contract \$75,000.00 and over.** Purchasing requires the direction of the City Manager with City Commission approval, subject to the competitive sealed proposal requirements.

**Exempt Contract under \$75,000.00.** Purchasing requires the direction of the City Manager.

**Exempt Contract \$75,000.00 and over.** Purchasing requires the direction of the City Manager with City Commission approval.

**The parties to this Agreement, in consideration of their mutual promises, agree as follows:**

**1. SCOPE OF SERVICES**

## **2. STATUS OF CONTRACTOR**

Contractor acknowledges that its relationship with City is that of an "independent contractor." Therefore, Contractor shall not be considered an employee or agent of City, nor shall Contractor be eligible to accrue leave, retirement benefits, insurance benefits, use of City vehicles, or any other benefits provided to City employees. Contractor agrees not to purport to bind City of Hobbs unless the Contractor has express written authority to do so, and then only within the strict limits of that authority. Contractor further acknowledges that no benefits pursuant to the Worker's Compensation Laws of the State of New Mexico are available to them for the services contemplated herein. Contractor shall be responsible for securing all licenses and registrations related to their business prior to commencing any work under this Agreement. Contractor shall be solely responsible for all taxes and related reporting requirements. City shall have no liability for the payment of taxes other than gross receipts taxes to be calculated in Contractor's invoices.

## **3. CONTRACT TERM AND TERMINATION**

This Agreement shall be effective from date of execution (as noted on page 1 of this Agreement) and shall end upon completion of all services contemplated herein and final payment for said services, or one year from the date of execution, whichever occurs first. This Agreement may be renewed for up to three additional one-year terms upon written approval from both City and Contractor prior to the expiration of any one-year term. This Agreement may be terminated by either party, at any time with or without cause, upon a minimum of thirty (30) days' advanced written notice to the other party. Except as otherwise allowed or provided under this Agreement, City's sole liability upon such termination shall be to pay for acceptable work performed prior to Contractor's receipt of the notice of termination, if City is the terminating party, or Contractor's sending of the notice of termination, if Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under, or breaches of, this Agreement. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Furthermore, City reserves the right to immediately cancel this Agreement if Contractor violates any provision specifically outlined in Paragraph 10 of this Agreement.

## **4. PRICE**

City shall pay Contractor a total of \$ \_\_\_\_\_ inclusive of New Mexico gross receipts taxes. Contractor shall be responsible for paying all costs associated with performance of duties, including but not limited to, mileage and "wear and tear" of vehicles, and costs of equipment necessary to perform services. Contractor shall submit a monthly invoice for services performed in any given month. Upon receipt of any invoice, City shall render payment for said invoice as soon as practical within fifteen (15) days. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. Contractor and City shall both be required to keep detailed records regarding the services rendered. In the event City disputes an invoice, Contractor shall provide City with records regarding all services rendered. Contractor shall remit all invoices to ATTN: \_\_\_\_\_, 200 E. Broadway Street, Hobbs, NM 88240.

Parties agree that the aggregate amount contemplated by this Agreement, including all contemplated gross receipts taxes, shall not exceed \$ \_\_\_\_\_. All amounts contemplated herein shall include all necessary labor, equipment, materials and all other costs necessary to complete the project as specified herein. Approval and acceptance of Contractor's satisfactory completion of the project shall be a prerequisite to final payment. Nothing contained in this Agreement shall be construed by Contractor as guaranteeing Contractor any minimum amount of work. Contractor, upon final payment of all amounts due under this Agreement, releases City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. No guarantee of future contracts will be granted to any Contractor.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being given by the City of Hobbs' City Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not given by the City of Hobbs' City Commissioners, this Agreement shall terminate immediately upon written notice being given by City to Contractor. City's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final. If City proposes an amendment to this Agreement to unilaterally reduce funding, Contractor shall have the option to terminate this Agreement or in its alternative, to agree to the reduced funding within thirty (30) days of receipt of the proposed amendment.

## **5. INSURANCE REQUIREMENTS**

Contractor shall maintain insurance coverage through the duration of this Agreement. Contractor shall provide City with a certificate of insurance coverage for General Liability (GL) in a minimum amount of \$ \_\_\_\_\_ per occurrence, and naming City as an additional insured. The insurance required herein shall be primary and shall be attached hereto as "Exhibit A."

## **6. INDEMNITY AND HOLD HARMLESS**

Contractor shall indemnify, defend and hold City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents, past or present, harmless from any and all causes of action, suits, claims, judgments, losses, costs, expenses, and liens of every kind and nature, including, but not limited to court costs and attorney's fees, arising or alleged to have arisen due to negligence of Contractor, or any employees working under Contractor, while engaged in the performance of this Agreement, or for Contractor's failure to render services, or any breach of this Agreement. Indemnification shall survive the expiration of this Agreement.

City shall not be liable to Contractor, or Contractor's successors, heirs, agents, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold City harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by City in connection with the performance by Contractor of Contractor's duties according to this Agreement.

## **7. FACILITY AND EQUIPMENT—SAFETY**

Contractor shall report any unsafe conditions prior to the commencement of any activity. Commencement of activity by the Contractor constitutes agreement as to the safety of the premises. Contractor is responsible for supervision of all participants so as to conduct the services in a safe and orderly manner. Contractor shall be solely responsible for the safety of any of their employees, affiliates, associates, or subcontractors. City is not required to provide storage for Contractor's equipment or materials.

## **8. BACKGROUND CHECK**

Contractor is subject to a background check prior to providing services. By signing this Agreement, the Contractor is certifying that they have reviewed criminal background histories of each and every employee, assistant and/or agent working for Contractor. Contractor further certifies that no person with a history of sexual or violent offenses is in Contractor's employ in any fashion. Employees, assistants and/or agents who are minors (under 18 years old) shall be supervised by an adult in Contractor's employ at all times.

## **9. DRUG-FREE WORKPLACE**

City seeks to provide a safe and productive work environment that is free from impaired performance caused by the use of alcohol, controlled substances, and/or medications. The Contractor agrees to maintain such an environment.

## **10. RULES, REGULATIONS, AND CARE**

Contractor shall treat all individuals and City employees with respect and will not subject anyone to discrimination or harassment because of the person's race, color, sexual orientation, national origin, age, religion, gender, gender identity, or disability. Contractor shall use all reasonable care so as to not damage, or authorize any other person/entity, to damage the property of City. In the event that any City-owned property, whatsoever, is damaged or destroyed due to the negligence or acts of omissions of the Contractor, or any agent of Contractor, Contractor shall replace or repair the damage at no cost to City. City shall determine the existence of any damage and provide Contractor with an estimate of repair or replacement costs. Damage shall be repaired or replaced by Contractor to the reasonable satisfaction of City within thirty (30) days of receipt of written notification from City. If Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from payments provided for in this Agreement. City reserves the right to immediately cancel the Agreement if the Contractor violates any provision herein.

## **11. 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 City, ATTN: \_\_\_\_\_, City Hall, 200 E. Broadway Street, Hobbs, NM 88240 and to Contractor at \_\_\_\_\_ or to such other address as requested in writing by either party. Notice shall be deemed to be received on the fifth day following posting.

## **12. CONFLICT OF INTEREST AND GOVERNMENTAL CONDUCT ACT**

**A.** Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

**B.** Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, Section 10-16-4.3, Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by City and participating directly or indirectly in City's contracting process;

2) this Agreement complies with NMSA 1978, Section 10-16-7(B), because (i) Contractor is not a public officer or employee of City; (ii) Contractor is not a member of the family of a public officer or employee of City; (iii) Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if Contractor is a public officer or employee of City, a member of the family of a public officer or employee of City, or a business in which a public officer or employee of City or the family of a public officer or employee of City has a substantial interest, public notice was given as required by NMSA 1978, Section 10-16-7(B), and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, Section 10-16-8(C), (i) Contractor is not, and has not been represented by, a person who has been a public officer or employee of City within the preceding year and whose official act directly resulted in this Agreement and (ii) Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of City whose official act, while in City employment, directly resulted in City making this Agreement;

4) in accordance with NMSA 1978, Section 10-16-13, Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with NMSA 1978, Section 10-16-3 and Section 10-16-13.3, Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of City.

**C.** Contractor's representations and warranties in Paragraphs A and B of this Section 12 are material representations of fact upon which City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Section 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Section 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to City and notwithstanding anything in the Agreement to the contrary, City may immediately terminate the Agreement.

**D.** All terms defined in the Governmental Conduct Act have the same meaning in Section 12(B).

### **13. MISCELLANEOUS PROVISIONS**

Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of City.

Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from City. In all cases, Contractor is solely responsible for fulfillment of this Agreement. Duly authorized representatives for City shall have the right to direct and inspect the work under this Agreement.

If any part of this Agreement is found to be in violation of the laws or Constitution of New Mexico, only such part thereof shall be thereby invalidated, and all other parts of this Agreement shall remain valid and enforceable.

This Agreement is governed by the laws of the State of New Mexico and will bind and inure to the benefit of City and Contractor, their respective successors and assigns. In the event that Contractor defaults on any term of this Agreement, after reasonable attempts to cure said default, City retains the right to declare this Agreement void. In the event that this Agreement is declared void, neither party shall be obligated to perform further under this Agreement. 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. Contractor agrees to pay City reasonable costs, including court fees and reasonable attorney's fees, incurred by City in the enforcement of this Agreement, even though City may employ in-house legal counsel.

A party shall be excused from performance under this agreement for any period that the party is directly prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

In the event that Contractor desires to cancel the scheduled services for any reason, Contractor is responsible for the following:

Contacting City via telephone at \_\_\_\_\_; **and**  
Contacting City via e-mail at \_\_\_\_\_.

Any change orders shall be in writing and signed by the parties specifically enumerating the additional work to be performed, change in scope, and/or the cost therein. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights but the ones delineated in said effective waiver.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that they have the legal power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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

The foregoing constitutes the entire Agreement between the parties. This Agreement may only be modified through a written amendment signed by both parties.

**[Required Signatures on Next Page]**

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

**THE CITY OF HOBBS, NEW MEXICO**

**Department Head Approval:**

**Contractor Approval:**

\_\_\_\_\_

\_\_\_\_\_  
Contractor Signature

Account No.: \_\_\_\_\_

**Finance Director:**

\_\_\_\_\_  
Finance Director

**City Attorney "as to form" Approval:**

**City Manager Approval:**

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

\_\_\_\_\_  
City Manager

---

**City Clerk Approval:**  
City Clerk (Professional Service  
Contracts over \$75,000)

**Mayor Approval:**  
(Professional Service Contracts over  
\$75,000)

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

**EXHIBIT A: AGREEMENT FOR PROFESSIONAL SERVICES (RFP 561-26)**

**ARTICLE II**

**SCOPE OF SERVICES**

- 1) CONTRACTOR agrees to perform the following services:
- a) CONTRACTOR shall furnish and deliver Chlorine Based Disinfection Products consisting of, and are limited to, Chlorine Gas (99.9%) in one (1) ton cylinders, Chlorine Gas (99.9%) in 150 pound cylinders, Sodium Hypochlorite (10 – 12.5%), chemical concentration to be specified per order, in Bulk and 55 gallon drums. Bulk deliveries may include, but are not limited to, tanker loads, chemical totes, etc. CONTRACTOR must have the ability to transfer bulk deliveries of Sodium Hypochlorite into three (3) onsite 500 gallon chemical storage tanks. Contractor will receive 5-7 days lead time for bulk deliveries to the CORE Building. CONTRACTOR will be solely responsible for providing the means and method for the safe and efficient transfer of Sodium Hypochlorite into the City's chemical storage tanks. CONTRACTOR will provide qualified personnel and the proper equipment to perform the transfer of Sodium Hypochlorite. All shipments of Sodium Hypochlorite will have a Certificate of Analysis for that batch/load. CONTRACTOR shall provide delivery of Chlorine Based disinfection products to each point of use. The points of use are:

One (1) ton cylinders (Gas)	Wastewater Reclamation Facility, 1300 S. 5 <sup>th</sup> Street
150 pound cylinders (Gas)	Jefferson Reservoir, 928 E. Snyder Street
	HIAP Reservoir, 6410 M. A Street
	Hydro Reservoir, 5419 W. Lovington Hwy
	Del Norte Reservoir, 1801 W. Joe Harvey Blvd.

During the months of May, June, July, and August:

150 pound cylinders (Gas)	Del Norte Aquatic Center, 4314 N. Grimes
	Humble Pool, 700 N. Grimes

Sodium Hypochlorite (10-12.5%)	
55 Gallon Drums	WWRF (as needed), 1300 S. 5 <sup>th</sup> Street
Bulk Delivery	City of Hobbs CORE Bldg, 4827 N. Lovington Hwy.

- b) In the event of improper chemical formulation, equipment failure or other factors that may affect treatment, CONTRACTOR shall notify CITY in a timely manner. CONTRACTOR shall be responsive to concerns of CITY regarding Chlorine Based Disinfection Products and other matters of this agreement.
  - c) CONTRACTOR shall provide chemical storage containers at WWRF, Reservoirs, and Pools only. These containers shall be, properly reconditioned and refilled, one (1) ton cylinders, 150 pound cylinders, and 55 gallon drums. The Core Building has bulk tanks for Sodium Hypochlorite that the City of Hobbs maintains. Containers shall be appropriately labeled identifying the contents, hazards, fire extinguishing measures, safety equipment required and emergency phone number of CONTRACTOR and CHEM-TREC. SDS sheets for all chemicals shall be provided to CITY prior to delivery, with the CITY reserving the right to refuse the usage of any product if said usage would create a danger to the public, treatment works, or result in a violation of any local, state or federal regulations. SDS sheets shall accompany all shipments, and be placed in an on-site SDS logbook. Buildings shall have signage on all exterior doors containing product identification and emergency phone numbers.
  - d) CITY shall purchase from CONTRACTOR those chemical product(s) to be injected into the process streams to allow for disinfection of potable water, recreational pools, and wastewater for one (1) year provided all other conditions of contract are met. CONTRACTOR shall be responsible for any fees associated with the ordering, delivering and unloading of chemical treatment product(s) into storage containers during the term of this agreement and holds CITY harmless for any of these charges.
- 2) CONTRACTOR agrees that for the work and services herein described, the fees shown under Article II, Paragraph 2, are and shall be just and fair compensation for the project.
- 3) TERM OF AGREEMENT: The term of this Agreement shall commence on the date as first written above and shall continue for one (1) year and, thereafter, shall be automatically extended at one (1) year increments for a total, not to exceed, of three additional one (1) year terms, unless sooner terminated in accordance with the provisions of this Agreement.

## ARTICLE II

- 1) CITY will make available to CONTRACTOR such records as may be available and pertinent for the purposes of accomplishing the work herein described. This includes:
  - a) Past, current, and estimated usage of Chlorine Based Disinfection Products to facilitate CONTRACTOR'S scheduling, procurement, etc.
  
- 2) For the services outlined in Article I, Section A, the City agrees to pay CONTRACTOR in accordance with the rates listed below.
  - a) One (1) ton cylinders of Chlorine Gas delivered to the WWRF and those services outlined in Article I A.  
**\$ 1.097 per pound.**
  
  - b) 150 pound cylinders of Chlorine Gas delivered to various points of use and those services outlined in Article I A for one (1) year.  
**\$ 1.634 per pound**
  
  - c) Provide Bulk Sodium Hypochlorite (10-12.5% available Chlorine) delivered to the CORE Building bulk tanks and those services outlined in Article I A for a period of one (1) year.  
**\$0.369 per pound (\$3.69 per gallon)**
  
  - d) Provide Sodium Hypochlorite (10-12.5% available Chlorine) in 55 gallon drums delivered to the WWRF as needed and those services outlined in Article IA for one (1) year.  
**\$0.445 per pound (\$4.45 per gallon)**
  
- 3)The total cost not to exceed figures listed above shall include all necessary labor, equipment, materials, supplies, supervision, overhead, travel, per diem, planning, coordination, and all other costs necessary to complete the work as specified.

4) Payment for services provided will be provided within 30 days of receiving an approved invoice. Applicable State Gross Receipts Tax in effect at the time of invoicing shall be added to each invoice. Contractor shall be responsible for all taxes and related reporting requirements.



**CITY OF HOBBS**  
STAFF SUMMARY FORM

MEETING DATE:  
**May 18, 2026**

---

**SUBJECT:** Consideration of Approval of the Purchase of Two (2) 2026 Ford Expeditions from Chalmers Ford Utilizing a State Pricing Agreement

**DEPT OF ORIGIN:** Fire

**DATE SUBMITTED:** 5/4/2026

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

---

**Summary:**

The Hobbs Fire Department wishes to purchase two (2) 2026 Ford Expedition Active SSV 4x4 through a State Pricing Agreement with Chalmers Ford in Rio Rancho, New Mexico. These vehicle purchases are necessary to replace two staff vehicles currently in our fleet that are no longer meeting the operational needs of the department. The units being replaced include a 2008 Ford F-350 with 92,000 miles and a 2013 Chevrolet Tahoe with 113,725 miles. Both vehicles have reached a point where continued use is becoming less efficient and reliable for daily operations.

---

**Fiscal Impact:**

The total cost of the two (2) 2026 Ford Expeditions is \$111,076.80. These funds were budgeted for this fiscal year in the Fire Protection Fund for this specific purchase in the department's vehicle replacement line item 284028-43003.

---

**Attachments:**

040626-1 City of Hobbs Fire 2026 Expedition SSV x1 quote 1  
04-27-2026 Hobbs Command Units Approval  
vehicle description 2026 expedition  
quote 2

---

**Recommendation:**

Mayor and Commission approve the purchase of two (2) 2026 Ford Expeditions at a total cost of \$111,076.80.

---

**Approved By:**

Mark Doporto, Fire Chief	05/04/2026
Deb Corral, Assistant Finance Director	05/05/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	05/05/2026
Manny Gomez, City Manager	05/06/2026

# Chalmers Ford

# PROPOSAL

2500 Rio Rancho Blvd  
Rio Rancho, NM 87124

QUOTE TO: City of Hobbs Fire

PROPOSAL # 040626-1  
PROPOSAL DATE April 6th, 2026

MEMBER PO #.  
CES PO#

TERMS Due on Receipt

SHIPPED TO: **2026 Ford Expedition Active SSV 4x4-Oxford White**  
5- Seater

SALES REP Jocelyn Hernandez

SHIPPED VIA Pick UP

F.O.B.

PREPAID or COLLECT

Sales Tax Rate:

0.00%

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	SPA#40-00000-24-00068		
1	Item:11 Full-Size SUV	\$ 59,995.00	\$ 59,995.00
	Options:		\$ -
	Dark Gray Interior		\$ -
	Ford Co-Pilot 360		\$ -
	3.5L Ecoboost V6		\$ -
	10 Speed Automatic Transmission		\$ -
	18" Dark Alloy Painted Aluminum Wheels		\$ -
	3.73 Ratio Axle		\$ -
			\$ -
1	Item a) SPA Discount (8%)	\$ (4,799.60)	\$ (4,799.60)
			\$ -
1	Tint	\$ 350.00	\$ 350.00
			\$ -
1	Item b) SPA Discount off of after market options (2%)	\$ (7.00)	\$ (7.00)
			\$ -
<b>Unit in stock</b>		<b>SUBTOTAL</b>	<b>55,538.40</b>
<b>Valid for 30 days</b>		<b>TAX</b>	<b>0.00</b>
		<b>FREIGHT</b>	
			<b>\$55,538.40</b>
			<b>PAY THIS AMOUNT</b>

**DIRECT ALL INQUIRIES TO:**

Jocelyn Hernandez  
505-610-3770

[jhernandez@chalmersford.com](mailto:jhernandez@chalmersford.com)



Michelle Lujan Grisham  
Governor

Ali Rye  
State Director

Major General Miguel Aguilar  
Cabinet Secretary

Randy Varela  
State Fire Marshal

Regina Chacon  
Deputy Cabinet Secretary

**DEPARTMENT OF HOMELAND SECURITY  
AND EMERGENCY MANAGEMENT**

4/27/2026

Mark Doporto, Fire Chief  
Hobbs Fire Department  
301 W. White Street  
Hobbs, New Mexico

Chief Doporto,

The specifications you submitted dated 04/22/2026, for the purchase of Command Units have been reviewed and are approved. The Hobbs Fire Department is authorized to use fire protection fund monies for the purchase of the said apparatus. Please be advised that the apparatus **SHALL** comply with **NFPA 1900 Standards for Aircraft Rescue and Firefighting Vehicles, Automotive Fire Apparatus, Wildland Fire Apparatus, and Automotive Ambulances 2024 Edition. Any exceptions made to NFPA requirements will not be approved.**

**This letter shall serve as approval to expend fire protection fund monies and / or Grant Award monies to finance the cost of the Command Units. The Hobbs Fire Department is currently an ISO rating of 2 with a minimum yearly Fire Protection Fund Allocation of \$385,430.00**

**If there are any changes in the specifications, or waivers presented at any time during the process, this office must approve the changes. If prior approval and authorization is not obtained from this office, the expenditure shall be rendered null and void.**

If you anticipate a loan, I recommend that you contact the New Mexico Finance Authority {NMFA} at 505-984-1454 to finance the Command Unit. A loan through NMFA will be at minimal interest. This letter shall serve as authorization for you to enter into an agreement with NMFA for the commitment of fire protection fund monies.

For future references, please be reminded that all purchases shall be accomplished in accordance with the policies and guidelines of your governing body, the provisions of the Public Purchase Act, and as approved by the New Mexico Department of Finance and Administration.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Harry A. Evans

Fire Support Coordinator  
NM State Fire Marshal's Office

CC: Derrick Rodriguez, Battalion Chief



KTP-000054

AZ

9-NORMAL, NB, 100054, TA231

1518

CERT CERT CERT TRD W AZ RAMP BUMP CAMP BOOK EXFL ROTABATT

033746  
9/448



1FMJU1G82

TEA08470

NB

GU13



ford.com

VEHICLE DESCRIPTION

# EXPEDITION

## TE A08470

2026 EXPEDITION XL 4X4  
XL 5-PASSENGER  
3.5L ECOBOOST V6 ENGINE  
10SPD AUTO TRANS W/SLCTSHFT

EXTERIOR  
OXFORD WHITE  
INTERIOR  
ULTRA DARK SPACE GRAY CLOTH

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

**EXTERIOR**

- DOOR HANDLES - BODY COLOR
- EASY FUEL® CAPLESS FILLER
- FORD SPLIT GATE
- HEADLAMPS-LED REFLECTOR
- HEAVY DUTY TRAILER TOW
- PRIVACY GLASS - REAR DOORS
- REAR INT WIPER/WASH/DFRST
- ROOF-RACK SIDE RAILS-BLACK
- RUNNING BOARDS - FIXED
- TAIL LAMPS - LED
- TRAILER SWAY CONTROL

**INTERIOR**

- 1TOUCH UP/DOWN DR/PASS WIN
- 2ND ROW 40/20/40 FOLD-FLAT
- CARGO MANAGEMENT SYSTEM
- DUAL ILLUM VIS VANITY MIRR
- POWER DRIV SEAT - 8-WAY
- ROTARY GEAR SHIFT DIAL
- STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS
- TRI-ZONE AUTO CLIMATE CTRL

**FUNCTIONAL**

- 24" PANORAMIC DISPLAY
- 13.2" CENTER DISPLAY
- 4-WHEEL INDEPENDENT SUSP.
- AM/FM/MP3, 6 SPEAKERS
- FORD APP
- FORD CO-PILOT360@ASSIST2.0
- HILL DESCENT CONTROL
- HILL START ASSIST
- INTELLIGENT 4WD SYSTEM
- REMOTE START W/ FORD APP
- TERRAIN MANAGEMENT SYSTEM W/ SELECTABLE DRIVE MODES
- TWO-SPEED TRANSFER CASE

**SAFETY/SECURITY**

- ADVANCETRAC™ WITH RSC®
- AIRBAGS - DUAL STAGE FRONT
- AIRBAGS - SAFETY CANOPY®
- AIRBAGS - SIDE IMPACT FRNT
- INDIV TIRE PRESS MONIT SYS
- LATCH CHILD SAFETY SYSTEM
- PERSONAL SAFETY SYSTEM™
- REAR OCCUPANT ALERT
- SECURE PKG 1 YR INCLUDED
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYSTM™

**WARRANTY**

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE

(MSRP)

**EQUIPMENT GROUP 102A**

**OPTIONAL EQUIPMENT/OTHER**

- P265/70R18E A/T BSW TIRES
- 18" DARK ALLOY PAINT ALUM WHL
- CONN PKG:1YR INCL W/FORD APP
- FRONT LICENSE PLATE BRACKET

NO CHARGE

**PRICE INFORMATION**

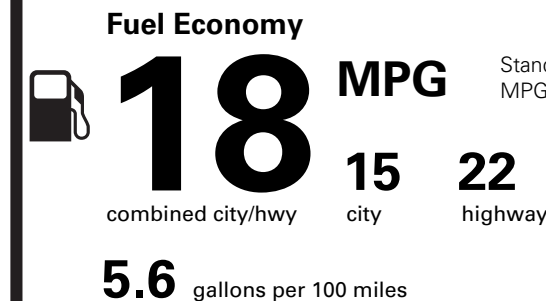
BASE PRICE	\$57,400.00
TOTAL OPTIONS/OTHER	
TOTAL VEHICLE & OPTIONS/OTHER	57,400.00
DESTINATION & DELIVERY	2,595.00

EPA DOT

### Fuel Economy and Environment



Gasoline Vehicle



Standard SUVs range from 12 to 115 MPG. The best vehicle rates 146 MPGe.

## You spend \$5,250

more in fuel costs over 5 years compared to the average new vehicle.

### Annual fuel cost \$2,750

**Fuel Economy & Greenhouse Gas Rating** (tailpipe only) **Smog Rating** (tailpipe only)



This vehicle emits 501 grams CO<sub>2</sub> per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 29 MPG and costs \$8,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.30 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

## fueleconomy.gov

Calculate personalized estimates and compare vehicles



Smartphone QR Code™



### GOVERNMENT 5-STAR SAFETY RATINGS

#### Overall Vehicle Score ★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	Driver	★★★★★
	Passenger	★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash	Front seat	★★★★★
	Rear seat	★★★★★

Based on the risk of injury in a side impact.

Rollover	★★★★★
----------	-------

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

1FMJU1G82TEA08470



**WARNING:** Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

### FordPass Connect™

Download the FordPass™ app\* and you can:

**Access Vehicle Control Features**

- Remotely start, lock and unlock your vehicle.
- Locate your vehicle and check approximate fuel range.
- Receive vehicle health alerts.

**Activate 4G LTE Wi-Fi Hotspot**

- New vehicles include a 3-month or 3GB data (whichever comes first) Wi-Fi trial.
- Connect up to ten Wi-Fi-equipped devices.

\*Compatible with select smartphone platforms. FordPass Connect™ service required (see App Terms for more information). Connected service and related feature functionality is subject to compatible AT&T-network availability. Evolving technology/cellular networks may affect functionality and availability, or continued provision of some features, prohibiting them from functioning. Message and data rates may apply. See your local Ford website for our privacy policy.

The FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle Settings for connectivity options.



Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.



Get Prequalified now at [www.ford.com/finance](http://www.ford.com/finance)

RAMP ONE

RS1P

RAMP TWO

RAIL

ITEM #:

56-8254 O/T 5B

### TOTAL MSRP \$59,995.00

Scan The QR Code to get more details about this vehicle



### SPECIAL ORDER

TA231 N RB 2X 615 000054 01 23 26

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

# Chalmers Ford

# PROPOSAL

2500 Rio Rancho Blvd  
Rio Rancho, NM 87124

QUOTE TO: City of Hobbs Fire

PROPOSAL # 040626-2  
PROPOSAL DATE April 6th, 2026

MEMBER PO #.  
CES PO#

TERMS Due on Receipt

SHIPPED TO: **2026 Ford Expedition Active SSV 4x4-Oxford White**  
5- Seater

SALES REP Jocelyn Hernandez

SHIPPED VIA Pick UP

F.O.B.

PREPAID or COLLECT

Sales Tax Rate:

0.00%

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	SPA#40-00000-24-00068		
1	Item:11 Full-Size SUV	\$ 59,995.00	\$ 59,995.00
	Options:		\$ -
	Dark Gray Interior		\$ -
	Ford Co-Pilot 360		\$ -
	3.5L Ecoboost V6		\$ -
	10 Speed Automatic Transmission		\$ -
	18" Dark Alloy Painted Aluminum Wheels		\$ -
	3.73 Ratio Axle		\$ -
			\$ -
1	Item a) SPA Discount (8%)	\$ (4,799.60)	\$ (4,799.60)
			\$ -
1	Tint	\$ 350.00	\$ 350.00
			\$ -
1	Item b) SPA Discount off of after market options (2%)	\$ (7.00)	\$ (7.00)
			\$ -
<b>Unit in stock</b>		SUBTOTAL	55,538.40
<b>Valid for 30 days</b>		TAX	0.00
		FREIGHT	
			\$55,538.40
			PAY THIS AMOUNT

**DIRECT ALL INQUIRIES TO:**

Jocelyn Hernandez  
505-610-3770

[jhernandez@chalmersford.com](mailto:jhernandez@chalmersford.com)



**CITY OF HOBBS**  
STAFF SUMMARY FORM

MEETING DATE:  
**May 18, 2026**

---

**SUBJECT:** Resolution No. 7772 - Adopting New Fees at the CORE

**DEPT OF ORIGIN:** Recreation

**DATE SUBMITTED:** 5/7/2026

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

---

**Summary:**

Fees at the CORE have remained the same since the CORE opened in June 2018. In that time, the Consumer Price Index has risen more than 30%. The proposed new fees will assist with the CORE's efforts to operate at the 50% cost recovery goal. New fees will increase revenue resulting from passes, memberships, programming, and facility rentals. Since opening in 2018, the average interfund transfer (subsidy) has been \$1,971,529. The proposed new fees could decrease that amount by as much as \$845,975.

---

**Fiscal Impact:**

The Ballard King feasibility study recommended a cost recovery goal of 50% for operations at the CORE. Since opening in 2018, the average interfund transfer (subsidy) has been \$1,971,529, and the average cost recovery has been 61%. The proposed new fees could decrease that amount by as much as \$845,975 and assist with efforts to both achieve the 50% cost recovery goal, lower the amount of the interfund transfer from the City's General Fund.

---

**Attachments:**

RESOLUTION - New Fees at the CORE May 2026  
CORE Fee Proposal - FY27 Presentation 05-18-2026

---

**Recommendation:**

Staff recommends approving the Resolution.

---

**Approved By:**

Doug McDaniel, Recreation Director	05/07/2026
Deb Corral, Assistant Finance Director	05/07/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	05/11/2026
Manny Gomez, City Manager	05/12/2026

CITY OF HOBBS

RESOLUTION NO. 7772

A RESOLUTION AUTHORIZING THE COMMISSION  
TO APPROVE NEW FEES AT THE CORE  
(CENTER OF RECREATIONAL EXCELLENCE)  
FOR PASSES, MEMBERSHIPS, PROGRAMMING, RENTALS

WHEREAS, the CORE currently has fees which were previously approved by the City Commission, and CORE fees have remained the same since June 2018; and

WHEREAS, the CORE seeks to operate at the previously approved 50% cost recovery goal, and reduce the amount of the City's general funds used to subsidize operations; and

WHEREAS, the proposed new fees could create as much as an additional \$845,000.00 in revenue to the CORE's operations; and

WHEREAS, it is known that salaries, benefits, utilities costs, and costs of operations will continue to increase on an annual basis, and the proposed new fees will assist in efforts for the CORE to operate at the 50% cost recovery goal for several years;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the City Commission approve new fees at the CORE for passes, memberships, programming, and facility rentals as shown on the fee schedule attached.

PASSED, ADOPTED AND APPROVED this 18<sup>th</sup> day of May, 2026, to become effective July 1, 2026.

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

ATTEST:

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



Center Of Recreational Excellence

---

**FEE PROPOSAL**

# Hours of Operation

	HOO
Monday – Friday	5:00am – 9:00pm
Saturday	8:00am – 8:00pm
Sunday	1:00pm – 6:00pm

# PASS / MEMBERSHIP RATES

	DAY Pass		WEEK Pass		MONTH Membership	ANNUAL Membership
	Res	Non-Res	Res	Non-Res		
Adult (18-61)	\$10	\$12	\$20	\$24	\$35	\$400
Adult Couple	n/a	n/a	n/a	n/a	\$62	\$712
Youth (1-12)	\$10	\$12	\$20	\$24	n/a	n/a
Youth under 1 year	FREE	FREE	FREE	FREE	FREE	FREE
Teen (13-17)	\$10	\$12	\$20	\$24	\$25	\$285
Student/Public Safety (18+)	\$10	\$12	\$20	\$24	\$25	\$285
Senior (62+)	\$5	\$8	\$10	\$16	\$20	\$228
Senior Couple	n/a	n/a	n/a	n/a	\$36	\$412
Adaptive	\$5	\$8	\$10	\$16	\$20	\$228
Single Parent Family	n/a	n/a	n/a	n/a	\$56	\$642
Family	n/a	n/a	n/a	n/a	\$68	\$784
Family Plus (additional per family member)	n/a	n/a	n/a	n/a	\$12	\$144
Kid Watch (6 months-6yrs)	\$6 drop-in	\$8 drop-in	\$6 drop-in	\$8 drop-in	Included	Included
Kid Fit (7-12)	\$4 drop-in	\$6 drop-in	\$4 drop-in	\$6 drop-in	Included	Included
Matinee (18+ Only) Weekdays 10am - 3pm	n/a	n/a	n/a	n/a	\$17	\$192

All Passes and Memberships include unlimited access to Group Fitness classes; Memberships include 12 guest passes per year, 5% Facility Rental Discount, and possible program discounts.

# FACILITY RENTALS

Social / Meeting	Hourly Fee	Pools / Athletic	Hourly Fee	Add-ons	Quantity	Fee
Banquet Room 1	\$35	Aquatics Classroom	\$30	Additional Birthday Shirt	1	\$15
Banquet Room 2	\$25	Private SPLASH	\$200	Additional Staff	1 per hour	\$15
Dual Banquet Room	\$60	Private SWIM	\$180	Business Booth	6 hours	\$25
Party Room 1	\$50	SWIM Lane	\$20	Candy Boxes	15	\$45
Party Room 2	\$45	Therapy Pool	\$90	Beverage Service	1	\$30
Dual Party Room	\$95	GYM (1/4 of GYM)	\$50	Combat Inflatables	6 per hour	\$60
Observation Deck	\$90	TURF (1/2 of TURF)	\$90	Cotton Candy	15	\$30
Courtyards	\$90	Team Locker Room	\$15	Dance Floor / Stage	1	\$125
Conference Room	\$30	Racquetball Court	\$15	Event Pass	1	\$6
Catering Kitchen	\$20	Ninja Warrior+	\$200	Popcorn	15	\$30
Full Facility	\$1500	Combat Inflatables+	\$200	Vendor Fee	1 Day	\$50

Commercial Use (for profit & non-profit): 100% of standard rental rate; liability insurance required; + includes required room space

# SECURITY DEPOSIT / CANCELLATION

---

SECURITY DEPOSIT	Cost of Rented Space	Fee
<b>Tier 1</b>	\$1 - \$150	\$100
<b>Tier 2</b>	\$151 - \$500	\$200
<b>Tier 3</b>	\$501 +	\$300
<b>Tier 4</b>	Full Facility	\$500

*Fully refundable*

CANCELLATION SCHEDULE	Security Deposit	Rental Fee
<b>21+ days prior</b>	Full Refund	Full Refund
<b>15-20 days prior</b>	Non-Refundable	Full Refund
<b>0-14 days prior</b>	Non-Refundable	Non-Refundable

*Processed every Monday*

# PROGRAMS

Adaptive	Fee	Detail
Tournament	\$25	1 Day
Class	\$25	8 sessions
Class Drop-in	\$4	Per class
Aquatics	Fee	Detail
Swim Lessons (Private)	\$50	30-45 minutes; 8 sessions
Swim Lessons	\$30	30-45 minutes; 8 sessions; group
Swim/Dive Team	\$45	Monthly; includes a t-shirts and cap annually
Swim Meet Spectator	\$5	Tsunami Meets; per day; includes facility access
Classes	Fee	Detail
Category A: 1-5 sessions	\$25	Per month/session
Category B: 6-10 sessions	\$35	Per month/session
Category C: 11+ sessions	\$45	Per month/session
Specialty Classes	Varies	Set by Independent Contractor

League	Fee	Detail	Tournament	Fee	Detail
Individual	\$30		Individual	\$35	
2 V 2	\$60	Max roster 2	2 V 2	\$50	Max Roster 2
3 V 3	\$100	Max Roster 5	3 V 3	\$100	Max roster 5
4 V 4	\$160	Max Roster 8	4 V 4	\$125	Max Roster 8
5 V 5	\$200	Max Roster 10	5 V 5	\$150	Max Roster 10
6 V 6+	\$240	Max Roster 12	6 V 6+	\$175	Max Roster 12

Special Event	Fee	Detail
1-Day Activity	\$0-\$10	Based on type of event
Race (1-2 events)	\$35	Includes a t-shirts and medal
Race (3+ events)	\$50	Includes a t-shirts and medal
Fitness Challenge	\$0-\$5	Price may vary based on prize

*Member Discount eligibility varies by program type; Team registrations not eligible for Member Discount; Late Fees Apply: \$0-\$40=\$5 / \$41-\$99=\$10 / \$100+=\$15*

# ADDITIONAL BENEFITS

CORPORATE MEMBERSHIP	Annual Enrollment Fee	Discount on Annuals
Category 1	\$125	10%
Category 2	\$625	20%
Category 3	\$1250	30%
Large Entity (300+ required)	\$5000	50%
MULTI-FAMILY COMPLEX	Annual Enrollment Fee	Discount on Annuals
Category 1: 10-50 Units	\$125	10%
Category 2: 51-100 Units	\$325	15%
Category 3: 101-200 Units	\$525	20%
Category 4: 201+ Units	\$775	25%
<i>Annual Rates: 1 Bedroom = Adult Couple; 2 Bedroom = Single Family, 3+ Bedroom = Family</i>		
PROGRAM DISCOUNTS	Discount	
Military Discount (Active or Veteran)	100% on Military Appreciation events/tournaments	
Homeschool PE Sibling	\$5 off each additional sibling individual registration	
COREstore	Discount	
All promotions and/or discounts will comply with the CORE Retail Policy		