



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

Tuesday, September 8, 2026 - 6:00 PM

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

AGENDA

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

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the August 17, 2026, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

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

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

2. Resolution No. 7823 - Adopting Uniform Advisory Board Parliamentary Procedure Guidelines (*Medjine Desrosiers-Douyon, Deputy City Attorney*)
3. Resolution No. 7824 - Relating to the Deletion and Removal of Obsolete, Worn-Out and Unusable Personal Property (Library Books) (*Nichole Lawless, Library Director*)
4. Resolution No. 7825 - Authorizing the City Manager to Execute An Electrical Power Line Easement Agreement with Southwestern Public Service Company (*Angel Lopez Zamora, City Planner*)
5. Resolution No. 7826 - Approving a First Amendment to the Infrastructure Development Agreement with Property Management Plus, LLC, to Reinstate the Agreement and Extend its Termination Date (*Todd Randall, Assistant City Manager*)
6. Resolution No. 7827 - Approving a First Amendment to the Infrastructure Development Agreement with Stuard Development, LLC, to Reinstate the Agreement and Extend Its Termination Date (*Todd Randall, Assistant City Manager*)
7. Consideration of Approval of the Purchase of 27 NEMA TS2 Traffic Signal Controllers with Software from MoboTrex, LLC, in the Amount of \$155,986.56 Utilizing New Mexico State Price Agreement No. 30-80500-22-16984 (*Todd Randall, Assistant City Manager*)
8. Resolution No. 7828 - Approving a Partial Relinquishment of Ground Leases and Disclaimer of Leasehold Interest with the Economic Development Corporation of Lea County for Lot 8A of the Hobbs Industrial Airpark South Subdivision (*Todd Randall, Assistant City Manager*)
9. Resolution 7829 - Authorizing the Mayor to Approve Submission of a Grant with the New Mexico Department of Cultural Affairs Fund 89200 Appropriation Project (*Nichole Lawless, Library Director*)

DISCUSSION

10. Long Term Financial Sustainability Options (*City Staff*)

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

11. Resolution No. 7830 - Authorizing and Approving Submission of a Completed

Application for Financial Assistance to the New Mexico Finance Authority Water Trust Board for Fiscal Year 2027 (*Anthony Henry, Utilities Director*)

12. Consideration of Approval to Purchase Various Sized Metron Smart Water Meters with Digital Verizon Cellular Registers from Water Meters of New Mexico Through State Pricing Agreement 50-00000-24-00019. (*Anthony Henry, Utilities Director*)
13. Consideration of Approval to Purchase Replacement Fleet Vehicles for the Utilities Department (*Anthony Henry, Utilities Director*)
14. Resolution No. 7831 - Authorizing the Mayor to Execute a Memorandum of Agreement with Lea County for Commercial Airline Subsidy for FY2027 (*Todd Randall, Assistant City Manager*)
15. Resolution No. 7832 - Authorizing the Mayor to Execute a Memorandum of Agreement with Lea County for JSX Airline Subsidy for FY2027 (*Todd Randall, Assistant City Manager*)
16. Resolution No. 7833 - Approving a Professional Services Agreement Between the City of Hobbs and the Hobbs Municipal Schools Regarding Middle School Athletic Programs (*Medjine Desrosiers-Douyon, Deputy City Attorney, Doug McDaniel, Recreation Director*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

17. Next Meeting Dates:

City Commission Regular Meetings

- Monday, September 21, 2026, at 6:00 p.m.
- Monday, October 5, 2026, at 6:00 p.m.
- Monday, October 19, 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:
September 8, 2026

SUBJECT: Minutes of the August 17, 2026, Regular Commission Meeting

DEPT OF ORIGIN: City Clerk

DATE SUBMITTED: 8/25/2026

SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Minutes of the regular Commission meeting held on August 17, 2026.

Fiscal Impact:

N/A

Attachments:

August 17, 2026 - Minutes

Recommendation:

Motion to approve the minutes.

Approved By:

Jan Fletcher, City Clerk 08/27/2026

Manny Gomez, City Manager 08/31/2026

Minutes of the regular meeting of the Hobbs City Commission held on Monday, August 17, 2026, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also broadcast via Livestream on the City's website at www.hobbsnm.gov.

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 Deputy City Clerk called the roll and the following answered present:

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

Also present:

Manny Gomez, City Manager
Todd Randall, Assistant City Manager
Medjine Desrosiers-Douyon, Deputy City Attorney
Jimmie Jones, Interim Police Chief
Ricky Guerrero, Police Captain
Mark Doporto, Fire Chief
Adam Marinovich, Deputy Fire Chief
Deborah Corral, Finance Director
Shelia Baker, General Services Director
Anthony Henry, Utilities Director
Angel Lopez Zamora, Planning Project Manager
Jessica Silva, Code Enforcement Superintendent
Bryan Wagner, Parks and Open Spaces Director
Jarred Lucas, Parks and Open Spaces Supervisor
Evelyn Nunez, Event Coordinator
Doug McDaniel, Recreation Director
Bobby Arther, Municipal Judge
Nichole Lawless, Library Director
Nicholas Goulet, Human Resources Director
Tracy South, Assistant Human Resources Director
Christa Belyeu, I.T. Director
Rose Galavez, Deputy City Clerk
Alyxandra Salas, Assistant Deputy City Clerk
30 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Calderón moved the minutes of the regular meeting and the work session of August 3, 2025 be approved as written. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Sena yes. The motion carried.

Closed Session

The City Commission convened in a closed session on Monday, August 17, 2026, at 5:00 p.m. for discussion of the purchase, acquisition or disposal of real property, specifically related to real properties located in northwest Hobbs, [NMSA 1978, §10-15-1(H)(8)]. The matters discussed during the closed meeting were limited to this item and no action was taken during the meeting.

Proclamations and Awards of Merit

Recognition of Personnel and Participants for the First Annual Hobbs Police Department Youth Academy

Mr. Jimmie Jones, Interim Police Chief, stated the Hobbs Police Department's First Annual Youth Academy was created to engage local youth and build positive relationships between young people and law enforcement. The academy served students in grades 3–5 and 6–8, providing hands-on experiences in patrol operations, criminal investigations, traffic control, SWAT, canine operations, and other areas of police work. Students participated in practical exercises, including airsoft training and building-clearance scenarios. Chief Jones recognized and thanked the officers and staff who helped organize and conduct the academy, with the goal of making it an opportunity future cadets would want to attend. The event concluded with a pizza party and assistance from the Hobbs Fire Department, which helped cool the students in the hot weather. Overall, the academy was considered a successful effort to strengthen connections between the Hobbs Police Department and the community's youth. Chief Jones presented participating officers with challenge coins in appreciation of their contributions.

Presentation of Life Saving Awards to Sergeant Tiawan Smith and Sergeant Jennifer Maxwell

Mr. Jimmie Jones, Interim Police Chief, recognized Sergeant Jennifer Maxwell and Sergeant Tiawan Smith for their lifesaving actions during a May 2, 2026, emergency. The officers responded to a woman who was unconscious and not breathing and immediately began CPR, continuing lifesaving efforts until emergency responders arrived. Chief Jones praised their professionalism, composure, and dedication, noting such actions often go unrecognized but demonstrate the officers' commitment to going above and beyond for the community. Captain Pittman of the Hobbs Fire Department submitted a letter recommending both officers for a lifesaving award in recognition of their actions. Chief Jones presented Sergeant Maxwell and Sergeant Smith with

plaques and lifesaving pins in recognition of their actions, with the pins signifying that they had saved the life of a member of the community.

Mr. Manny Gomez, City Manager, recognized the following employees for their Milestone Service Awards for the month of August, 2026:

- 5 years - Shaylan Plexico, Recreation Department
- 5 years - Heather Bara, Legal Department
- 10 years - Brendan Ingley, Hobbs Police Department
- 10 years - Dillon Smith, Hobbs Fire Department
- 15 years - Valerie Rojas, Human Resources Department
- 15 years - Susan Santa, Hobbs Police Department
- 15 years - Josie Mendiola, Hobbs Police Department

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

Public Comments

Mr. Joe Imbriale, a community resident and business owner, addressed concerns regarding overflowing trash dumpsters at local businesses. He stated business owners should take responsibility for maintaining their areas, take pride in their properties, and address issues such as dumpster diving, including securing dumpsters with locks when necessary. Mr. Imbriale also commented on the City's flock cameras, noting they have received significant negative attention. He suggested the City and Commissioners do a better job of explaining the purpose of the cameras and how they are being used in the community.

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. 7817 - Authorizing the Mayor to Execute a Memorandum of Agreement Between the City of Hobbs and Hobbs Municipal Schools for the Shared Funding of a Jon Gordon Leadership Event

Resolution No. 7818 - Authorizing the Deletion of One Hundred Eighty-Four (184) Computers and Monitors from the City's Public Inventory

Resolution No. 7819 - Authorizing Voting Delegate for the 69th Annual Conference of the New Mexico Municipal League in Las Cruces, New Mexico

Resolution No. 7820 - Amending Resolution No. 7801 to Fully Detail the City of Hobbs Cash Match and Leveraged Funding Committed to the 2026 Community Development Block Grant Street and Drainage / ADA Sidewalk Improvement Project

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

Discussion

Citywide Signal Optimization Platform and Demonstration

Mr. Anthony Henry, Utilities Director, introduced representatives from Iteris and Mobile Tracks, who will provide a presentation and overview of proposed technology to improve traffic signal operations throughout the City. He stated funding for the project has already been budgeted within the City's budget.

Mr. John Beale of Mobile Tracks stated he has worked with the City of Hobbs for many years and introduced Iteris as a partner who could assist the City with optimizing its traffic signals. He noted five intersections have already been implemented.

Mr. Cameron Lang of Iteris introduced himself and stated he works with Mr. Beale on the sales side of Iteris.

Mr. Nadeer Ayoub and Mr. Francisco Lira of with Iteris' Solutions Engineering Group provided an overview of Iteris' traffic management technology and how it could assist the City in managing its traffic network with limited staff and resources. They discussed challenges including signal timing degradation, increased growth and traffic demand, and the time required for staff to monitor and maintain intersections.

Mr. Lira outlined three primary components of the proposed system: Connectivity, which would provide remote monitoring and management of all 42 signalized intersections; Actionable Intelligence, which would use traffic and signal data to identify intersections requiring attention; and Collaborative Expertise, which would provide ongoing technical support and assistance as an extension of City staff. A demonstration of the system was provided, including the use of traffic and GPS data to monitor network performance and prioritize areas requiring attention.

In response to questions from Commissioners Mills and Smith, Mr. Ayoub discussed the camera and other data sources used by the system, as well as the ability to utilize existing hardware, including the City's current Eagle Eye camera system. Commissioner Smith also noted the potential benefits of the system in improving traffic flow and safety during emergency responses.

Following a lengthy discussion, Mr. Ayoub concluded the presentation. Mr. Beale then reviewed the proposed pricing agreement which would be a 10-year agreement covering the City's full traffic signal network.

Action Items

PUBLIC HEARING: Resolution No. 7821 - Concerning the Issuance of a Restaurant "A" Liquor License to Hacienda Dona Mary Restaurant, LLC, Located at 205 West Sanger, Hobbs, New Mexico

Ms. Medjine Desrosiers-Douyon, Deputy City Attorney, presented a public hearing regarding Hacienda Dona Mary, LLC's application for a Restaurant "A" Liquor License for 205 West Sanger St. in Hobbs. She stated the application received preliminary approval from the New Mexico Alcoholic Beverage Control Division for the sale of beer and wine for on-premises consumption in connection with a restaurant but does not allow the sale of distilled spirits. The premises previously held a liquor license, but the former restaurant has permanently closed, making this a new application. The City has duly published notice of the public hearing as required by law.

Mr. Manuel Soto, represented by Mr. Sergio Polanco, appeared at the hearing. Mr. Polanco confirmed Mr. Soto is the owner of the establishment, and he is serving as his interpreter.

Ms. Rose Galavez, Deputy City Clerk, administered the witness oath and interpreter oath to Mr. Sergio Polanco prior to his testimony during the public hearing.

In response to Ms. Desrosiers-Douyon's questions, Mr. Polanco stated the restaurant is not located within 300 feet of a church, school or military installation, and he is not aware of any concerns that would negatively affect the public health, safety, or morals of the community if the license were approved. Mr. Polanco further indicated he received correspondence from the City of Hobbs and understands there is no zoning in Hobbs.

In response to Commissioner Fields' question, Mr. Polanco stated the restaurant plans to close at 8:00 p.m. He stated the restaurant has been established for some time and serves breakfast, lunch, and dinner, emphasizing its good food and service.

There being no further discussion or public comment, Commissioner Calderón moved to approve Resolution No. 7821 authorizing issuance of the Restaurant "A" License. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Sena yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

FINAL ADOPTION: Ordinance No. 1171 - Amending Chapter 2.32 of the Hobbs Municipal Code Relating to the Planning Board

Mayor Sena explained that Ms. Medjine Desrosiers Douyon, Deputy City Attorney, would provide a single presentation covering Items 12 through 18 on the agenda which address proposed ordinance changes to the City's advisory boards. Following the presentation, each item would be considered and voted on individually, as each item requires a separate motion and vote.

Ms. Desrosiers Douyon stated these ordinances were previously presented to the Commission for discussion on July 6, 2026. The proposed amendments are intended to create greater consistency and efficiency among the City of Hobbs Advisory Boards. The changes would align Board Member terms with the Mayor's four-year term, establish consistent attendance expectations, clarify quorum requirements when vacancies exist, and update certain board-specific membership and meeting requirements. She explained the amendments are designed to promote continuity, accountability, active participation, and the effective operation of the City's advisory boards. A total of seven advisory boards would be affected by the proposed changes. The seven boards impacted are as follows:

- Planning Board
- Library Board
- Utilities Board
- Lodger's Tax Board
- Community Affairs Board
- Veteran's Board
- Cemetery Board

Ms. Desrosiers Douyon reviewed the proposed provisions regarding board member terms, membership, quorum requirements, and meeting schedules for each affected board.

Proper publication having been made, and there being no public comment or discussion, Commissioner Gerth moved to approve Ordinance No. 1171 related to the Planning Board as presented. Commissioner Mills seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Sena yes. The motion carried. A copy of the ordinance is attached.

FINAL ADOPTION: Ordinance No. 1172 - Amending Chapter 2.36 of the Hobbs Municipal Code Relating to the Library Board

Proper publication having been made, and there being no public comment or discussion, Commissioner Penick moved to approve Ordinance No. 1172 related to the Library Board as presented. Commissioner Mills seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Sena yes. The motion carried. A copy of the ordinance is attached.

FINAL ADOPTION: Ordinance No. 1173 - Amending Chapter 2.40 of the Hobbs Municipal Code Relating to the Utilities Board

Proper publication having been made, and there being no public comment or discussion, Commissioner Fields moved to approve Ordinance No. 1173 related to the Utilities Board as presented. Commissioner Calderón seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Sena yes. The motion carried. A copy of the ordinance is attached.

FINAL ADOPTION: Ordinance No. 1174 - Amending Section 3.08.130 of the Hobbs Municipal Code Relating to the Lodgers' Tax Advisory Board

Proper publication having been made, and there being no public comment or discussion, Commissioner Gerth moved to approve Ordinance No. 1174 related to the Lodgers' Tax Board as presented. Commissioner Fields seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Sena yes. The motion carried. A copy of the ordinance is attached.

FINAL ADOPTION: Ordinance No. 1175 - Amending Chapter 2.28 of the Hobbs Municipal Code Relating to the Community Affairs Board

Proper publication having being made, and there being no public comment or discussion, Commissioner Smith moved to approve Ordinance No. 1175 related to the Community Affairs Board as presented. Commissioner Mills seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Sena yes. The motion carried. A copy of the ordinance is attached.

FINAL ADOPTION: Ordinance No. 1176 - Amending Chapter 2.62 of the Hobbs Municipal Code Relating to the Veterans Advisory Board

Proper publication having being made, and there being no public comment or discussion, Commissioner Penick moved to approve Ordinance No. 1176 related to the Veterans Advisory Board as presented. Commissioner Mills seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Sena yes. The motion carried. A copy of the ordinance is attached.

FINAL ADOPTION: Ordinance No. 1177 - Amending Chapter 2.20 of the Hobbs Municipal Code Relating to the Cemetery Board

Proper publication having being made, and there being no public comment or discussion, Commissioner Smith moved to approve Ordinance No. 1177 related to the Cemetery Board as presented. Commissioner Fields seconded the motion and roll call

vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Sena yes. The motion carried. A copy of the proposed is attached.

Authorizing the Purchase of an Ambulance from Siddons Martin Utilizing State Fire Funds

Mr. Adam Marinovich, Deputy Fire Chief, stated the Hobbs Fire Department is requesting the purchase of one Road Rescue Ford F-550 Type 1 ambulance through an HGAC contract with Siddons Martin. The purchase is necessary to replace an existing ambulance which no longer meets the department's operational needs. The ambulance being replaced is a 2016 Chevrolet 4500 with more than 225,000 miles. Due to its age and mileage, continued use of the unit has become increasingly inefficient and less reliable for daily emergency operations. He stated the cost of the new Type 1 ambulance is \$398,009.00, plus a \$1,000.00.00 HGAC contract fee, for a total purchase price of \$399,009.00. Deputy Chief Marinovich stated funds for this purchase are budgeted for the current fiscal year through Fire Protection Funds and are available in the department's vehicle replacement fund.

Commissioner Penick commented it is always encouraging to see department heads and staff completing the proper paperwork and following the necessary procedures to utilize available funds effectively and help support the City and its budget.

Mr. Gomez commented the purchase will replace a 2016 model ambulance with more than 225,000 miles which demonstrates the equipment is being heavily utilized by the department.

Deputy Chief Marinovich stated the department's ambulances typically remain within its jurisdiction and provide coverage throughout the entire county, which encompasses more than 1,300 square miles. He stated the newer 2021 model ambulances are being utilized more frequently than the 2016 models, averaging approximately 13,000 miles per year.

There being no further discussion, Commissioner Penick moved to approve the purchase of an ambulance from Siddons Martin utilizing State Fire Funds as presented. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Sena yes. The motion carried. A copy of the supporting documentation is attached.

Resolution No. 7822 - Approving the FY 26-27 Memorandum of Agreement with New Mexico Department of Transportation (NMDOT) for Hobbs Express

Mr. Todd Randall, Assistant City Manager, explained the Memorandum of Agreement with the NMDOT for the operation of public transportation services for Hobbs Express during Federal Fiscal Year 2026–2027 beginning October 1, 2026, and ending September 30, 2027. The formulary grant amount is approximately \$1,669,712.00, consisting of \$937,654.60 in federal funds and a City match of \$732,057.40. The City's FY 2026–2027 budget, approved by the Department of Finance and Administration

(DFA), includes \$1,170,577.05 for personnel, operating, and capital expenditures. Mr. Randall further stated that \$828,000.00 in grant revenue, including fares, was approved in the preliminary FY 2026–2027 budget. The grant revenue will be adjusted through Budget Adjustment Request (BAR) #1 to reflect the updated grant amount of \$937,654.60.

Mr. Randall noted that Hobbs Express is averaging approximately 50,000 riders annually. He stated passengers can ride all day for \$1.00, and fare collections are expected to total approximately \$30,000.00. These fare revenues do reduce the amount of Federal funding received by the City.

There being no further discussion, Commissioner Mills moved to approve Resolution No. 7822 as presented. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Sena yes. The motion carried. Copies of the resolution and agreement are attached and made a part of these minutes.

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

Commissioner Calderón commented that Marland Boulevard is looking great, with the exception of the railroad crossings. He thanked Ms. Shelia Baker, General Services Director, for all of her hard work and efforts in improving and maintaining the City's roads.

Mr. Gomez recognized the railroad work currently underway and thanked Ms. Baker for her work and efforts on the project. He also thanked the Communications Department for helping keep the public informed. He stated the railroad work is scheduled to begin on August 31, 2026, and continue through September 1, 2026, on West Marland Boulevard. Work will continue September 2, 2026, on West Main Street and West Clinton Street; and on September 3 and 4, 2026, on West Bender Boulevard.

Mr. Gomez reminded the public about the 4th Annual Splash Bash scheduled for Saturday, August 22, 2026, at Hobbs City Park from 10:00 a.m. to 3:00 p.m. He thanked Mr. Bryan Wagner with the Parks and Open Space Department for his leadership in organizing the event. He stated the event will offer free family entertainment, including water slides, a live DJ, and food vendors, and is intended to provide fun for people of all ages.

Mr. Gomez also recognized several City employees who have recently received promotions. He congratulated Mr. Anthony Henry, former City Engineer, on his new position as Utilities Director; Ms. Deborah Corral, former Assistant Finance Director, in her new position as Finance Director; and Mr. Angel Zamora on his appointment as the new City Planner for the City of Hobbs. Mr. Gomez wished each of them continued success in their new positions and future endeavors.

ADJOURNMENT

There being no further business or comments, Commissioner Calderón moved the meeting adjourn. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Calderón yes, Penick yes, Fields yes, Gerth yes, Sena yes. The motion carried and the meeting adjourned at 7:40 p.m.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
September 8, 2026

SUBJECT: Resolution No. 7823 - Adopting Uniform Advisory Board
Parliamentary Procedure Guidelines

DEPT OF ORIGIN: Legal

DATE SUBMITTED: 8/6/2026

SUBMITTED BY: Medjine Desrosiers-Douyon, Deputy City Attorney

Summary:

The proposed Resolution adopts the City of Hobbs Uniform Advisory Board Parliamentary Procedure Guidelines as a basis for each advisory board. The Guidelines establish consistent procedures governing board officers, quorum requirements, meeting order, motions, attendance (including remote participation), conflicts of interest, and general parliamentary rules. They supplement existing ordinances and state law, with any conflicting legal authority controlling. The Resolution also authorizes board training and non-substantive administrative revisions to the Guidelines.

Fiscal Impact:

None.

Attachments:

Resolution adopting City of Hobbs Uniform Advisory Board Parliamentary Procedures
Parliamentary Procedures

Recommendation:

Staff recommends approval.

Approved By:

Medjine Desrosiers-Douyon, Deputy City Attorney	08/06/2026
Deb Corral, Finance Director	08/06/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	08/07/2026
Manny Gomez, City Manager	08/10/2026

CITY OF HOBBS

RESOLUTION NO. 7823

A RESOLUTION ADOPTING UNIFORM PARLIAMENTARY PROCEDURE
GUIDELINES FOR CITY OF HOBBS ADVISORY BOARDS AND COMMITTEES
AND PROVIDING FOR THEIR IMPLEMENTATION.

WHEREAS, the City Commission of the City of Hobbs has established various advisory boards and committees to assist the City in carrying out municipal functions and providing recommendations to the City Commission and City administration; and

WHEREAS, the City Commission finds that the efficient and orderly conduct of public meetings promotes transparency, accountability, consistency, and public confidence in municipal government; and

WHEREAS, the City Commission desires to establish uniform parliamentary procedures applicable to advisory boards and committees in order to provide consistency in meeting operations while ensuring compliance with applicable municipal ordinances, state law, and the New Mexico Open Meetings Act; and

WHEREAS, the City Commission recognizes that certain advisory boards may be governed by specific provisions of the Hobbs Municipal Code that supersede general parliamentary procedures to the extent of any conflict; and

WHEREAS, the City Commission finds that adoption of uniform parliamentary procedures is in the best interests of the City and its residents.

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

SECTION 1. ADOPTION.

The City Commission hereby adopts the City of Hobbs Uniform Advisory Board Parliamentary Procedure Guidelines attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. APPLICABILITY.

The Uniform Advisory Board Parliamentary Procedure Guidelines shall apply to all City advisory boards and committees, and similar advisory bodies established by ordinance, resolution, or other official action of the City Commission unless otherwise prohibited by state law.

SECTION 3. CONFLICTS WITH ORDINANCES OR STATE LAW.

In the event of a conflict between the Uniform Advisory Board Parliamentary Procedure Guidelines and any provision of the Hobbs Municipal Code, state statute, court order, or the New Mexico Open Meetings Act, the applicable ordinance, statute, court order, or state law shall control.

SECTION 4. ADMINISTRATION.

The City Attorney's Office is authorized to make non-substantive formatting, numbering, cross-reference, and clerical corrections to the Guidelines as necessary to maintain consistency with City ordinances and applicable law, provided that no substantive changes shall be made without approval of the City Commission.

SECTION 5. BOARD TRAINING.

The City Attorney's Office, City Clerk, or designated staff liaison may provide training and guidance to advisory board members regarding the requirements of these Guidelines and applicable law.

SECTION 6. EFFECTIVE DATE.

This Resolution shall become effective immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this 8th day of September, 2026.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

APPROVED AS TO FORM:

Deputy City Attorney

CITY OF HOBBS
UNIFORM ADVISORY BOARD PARLIAMENTARY PROCEDURE GUIDELINES

Adopted by Resolution No. _____

I. PURPOSE

These guidelines establish uniform procedures for City advisory boards and supplement applicable ordinances, state law, and the Open Meetings Act.

When a matter is not addressed by these guidelines, the most recent edition of Robert's Rules of Order Newly Revised may be consulted for guidance.

II. OFFICERS

A. Chair

The Chair shall:

1. Preside over all meetings.
2. Preserve order and decorum.
3. Recognize members wishing to speak.
4. Determine the order of business.
5. Rule on procedural matters.
6. Call for motions, seconds, and votes.
7. Sign approved minutes and official board documents when authorized.

B. Vice Chair

The Vice Chair shall:

1. Perform the duties of the Chair in the Chair's absence.
2. Assist the Chair as necessary.
3. Assume the office of Chair when a vacancy occurs until a new Chair is elected.

C. Secretary (if this position exists)

The Secretary shall:

1. Ensure meeting minutes are prepared.
2. Verify attendance records.
3. Maintain board records as required by the City.
4. Coordinate with assigned City staff liaison regarding agendas and minutes.

III. QUORUM

A majority of the appointed and serving members of the Board shall constitute a quorum unless otherwise provided by ordinance.

Notwithstanding the foregoing, no meeting shall be conducted and no official action shall be taken unless at least three (3) members are present and participating in the meeting. A quorum shall never consist of fewer than three (3) members, regardless of vacancies, recusals, absences, or a reduction in the number of appointed and serving members.

Vacancies in the membership of the Board shall not impair the authority of the remaining members to conduct the business of the Board, provided that the minimum quorum requirements established herein are satisfied. The Board may continue to exercise all powers, duties, and functions authorized by law until such vacancies are filled.

No official action may be taken without a quorum.

For example:

- *5-member board → quorum is 3.*
- *7-member board → quorum is 4.*
- *3-member board → quorum is 3.*
- *5-member board with two vacancies (3 serving members) → quorum remains 3.*

IV. ORDER OF BUSINESS

Unless modified by the Chair, meetings should generally proceed in the following order:

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Minutes
5. Public Comment
6. Old Business
7. New Business
8. Reports and Announcements
9. Adjournment

V. RECOGNITION TO SPEAK

1. Members shall address all remarks through the Chair.
2. A member shall not speak until recognized by the Chair.
3. Members should avoid interrupting another speaker except to raise a point of order.
4. Discussion shall remain confined to the matter currently before the board.

VI. MOTIONS

A. Making a Motion

A member wishing to propose action shall:

1. Obtain recognition from the Chair.
2. State the motion clearly.
3. Receive a second from another member.

Example:

"I move that the Board recommend approval of the proposed amendment."

B. Second

A motion shall require a second before discussion may occur.

The purpose of a second is merely to indicate that at least two members wish to discuss the matter.

IV. ATTENDANCE

Members are expected to attend all regular and special meetings of the Board and actively participate in the conduct of Board business.

- A. A member may attend and participate in a meeting telephonically when the member is able to hear all participants, be heard by all participants, and fully participate in discussions, deliberations, and voting. Telephonic participation shall be considered attendance for purposes of meeting attendance requirements.
- B. A member may also attend and participate by video conference or other electronic means when such participation is conducted in compliance with applicable City ordinances, state statutes, the New Mexico Open Meetings Act, and any other legal requirements governing remote participation. Video participation shall be considered attendance for purposes of meeting attendance requirements.
- C. Remote participation shall be permitted only when all legal requirements necessary to ensure transparency, public access, identification of participants, and the integrity of the meeting process are satisfied. The Chair shall determine whether the technology utilized permits meaningful participation by the member and compliance with applicable law.
- D. Members participating remotely shall be afforded the same rights and responsibilities as members physically present, including the right to make motions, engage in discussion, and vote, unless otherwise prohibited by law.

Nothing herein shall be construed to authorize remote participation in a manner inconsistent with applicable City ordinances, state law, or the New Mexico Open Meetings Act.

V. CONFLICTS OF INTEREST

A member who has a conflict of interest regarding a matter before the Board shall:

1. Disclose the conflict of interest on the record prior to any discussion of the matter;
2. State the nature of the conflict to the extent required by law;
3. Refrain from participating in the discussion, deliberation, or vote on the matter;
4. Leave the Board dais, meeting table, and meeting room during the Board's discussion, deliberation, and vote on the matter, unless otherwise required by law; and
5. Return to the meeting only after the matter has been fully concluded.

The purpose of this requirement is to avoid actual or perceived bias, undue influence, impropriety, or the appearance of impropriety in the Board's decision-making process. A member who has disclosed a conflict of interest shall not communicate with other Board members regarding the matter during the period of recusal and shall not attempt to influence the Board's consideration of the matter either directly or indirectly.

A member's recusal due to a conflict of interest shall be reflected in the meeting minutes.

VI. GENERAL PARLIAMENTARY RULES

Boards shall conduct meetings in an orderly manner and may consult Robert's Rules of Order Newly Revised when these guidelines are silent.

VII. ADOPTION

These Uniform Advisory Board Parliamentary Procedure Guidelines are hereby adopted and shall apply to all City advisory boards unless otherwise provided by ordinance or state law.

APPROVED AND ADOPTED this _____ day of _____, 2026.

Chair



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
September 8, 2026

SUBJECT: Resolution No. 7824 - Relating to the Deletion and Removal of Obsolete, Worn-Out and Unusable Personal Property (Library Books)

DEPT OF ORIGIN: Library

DATE SUBMITTED: 8/6/2026

SUBMITTED BY: Nichole Lawless, Library Director

Summary:

Be it resolved that the City seeks to delete from its public inventory and dispose of the items of personal property set forth in Exhibit A, Library Books, attached hereto and incorporated herein for reference, and the governing body hereby makes the official, specific finding that each item of property on the attached list is (1) obsolete and of no value; and (2) is worn out, unusable and obsolete to the extent that the item is no longer economical or safe for continued use at the City of Hobbs; and (3) that all such items should be deleted from the City's inventory and destroyed. Exhibit A reflects the total count of items recommended for removal; a line-item list is currently unavailable due to a software system update.

Fiscal Impact:

No fiscal impact, items are fully depreciated.

Attachments:

Resolution - removal of library assets 2026
Exhibit A

Recommendation:

Motion to approve resolution.

Approved By:

Nichole Lawless, Library Director	08/10/2026
Deb Corral, Finance Director	08/10/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	08/25/2026
Manny Gomez, City Manager	08/25/2026

CITY OF HOBBS

RESOLUTION NO. 7824

A RESOLUTION RELATING TO THE DELETION AND REMOVAL
OF OBSOLETE, WORN-OUT AND UNUSABLE PERSONAL PROPERTY

WHEREAS, the City of Hobbs desires to delete from its public inventory and dispose of materials currently on the City of Hobbs Library Department fixed asset list; and

WHEREAS, the value of the library materials have been fully depreciated making the book value \$0.

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

A. The City desires to delete from its public inventory and dispose of the items of personal property, attached hereto and incorporated herein by reference and the governing body hereby makes the official, specific finding that each item of property on the attached list:

1. is obsolete; and
2. is worn-out, unusable, or obsolete to the extent that the item is no longer economical or safe for continued use by the City of Hobbs; and
3. that all such items should be deleted from the City's public inventory and destroyed.

B. A copy of this official finding and proposed disposition of the property sought to be disposed of shall be made a permanent part of the official minutes of the governing body.

PASSED, ADOPTED, AND APPROVED this 8th day of September, 2026.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Exhibit A

Library Items for disposal:

Books 13,850

Audio Books 122

DVDs 328

Total items for disposal 14,303



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
September 8, 2026

SUBJECT: Resolution No. 7825 - Authorizing the City Manager to Execute An Electrical Power Line Easement Agreement with Southwestern Public Service Company

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 7/30/2026

SUBMITTED BY: Angel Lopez Zamora, City Planner, Todd Randall, Assistant City Manager

Summary:

Southwestern Public Service Company ("SPS"), doing business as Xcel Energy, has requested a perpetual, nonexclusive electric power line easement over approximately 6.29 acres of City-owned property for a new 345-kV transmission line. SPS has offered \$18,870.00 for the permanent easement and \$4,000.00 for related access rights, for total consideration of \$22,870.00. The City will retain ownership of the property, subject to the easement rights granted to SPS.

Fiscal Impact:

Positive fiscal impact of \$22,870.00 into the **general fund**.

Attachments:

Resolution - SPS Electrical Easement Agreement
City of Hobbs Plat
City of Hobbs Easement PDF
City of Hobbs Easement Payment Sheet PDF
City of Hobbs Offer Letter PDF

Recommendation:

Motion to approve the resolution authorizing an Easement Agreement with Southwestern Public Service Company for the sale and implementation of 6.29+/- acres in easement and access of an amount of \$22,870.00.

Approved By:

Todd Randall, Assistant City Manager	08/25/2026
Deb Corral, Finance Director	08/25/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	08/25/2026
Manny Gomez, City Manager	08/26/2026

CITY OF HOBBS

RESOLUTION NO. 7825

**A RESOLUTION APPROVING THE CITY MANAGER TO EXECUTE AN
ELECTRIC POWER LINE EASEMENT AGREEMENT BETWEEN THE
CITY OF HOBBS AND SOUTHWESTERN PUBLIC SERVICE COMPANY.**

WHEREAS, the City of Hobbs is proposing to issue an Easement Agreement concerning an Electric Power Line; and

WHEREAS, the aforementioned Easement Agreement requires Southwestern Public Service Company ("SPS") to be fiscally responsible for the maintenance and possible removal of their property located upon City property, said agreement being in the best interest of the City; and

WHEREAS, on August 18th, the City of Hobbs Planning Board conducted a Public Hearing and discussed the Easement, and after due review and recommendation, the Planning Board unanimously approved and recommended approval by the City Commission.

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

1. The City of Hobbs hereby approves the Easement Agreement, which is attached hereto as Exhibit #1, and the City Manager, and/or his designee, is hereby authorized to execute; and
2. That City staff and officials are authorized to do any and all deeds to carry out the intent of this Resolution.

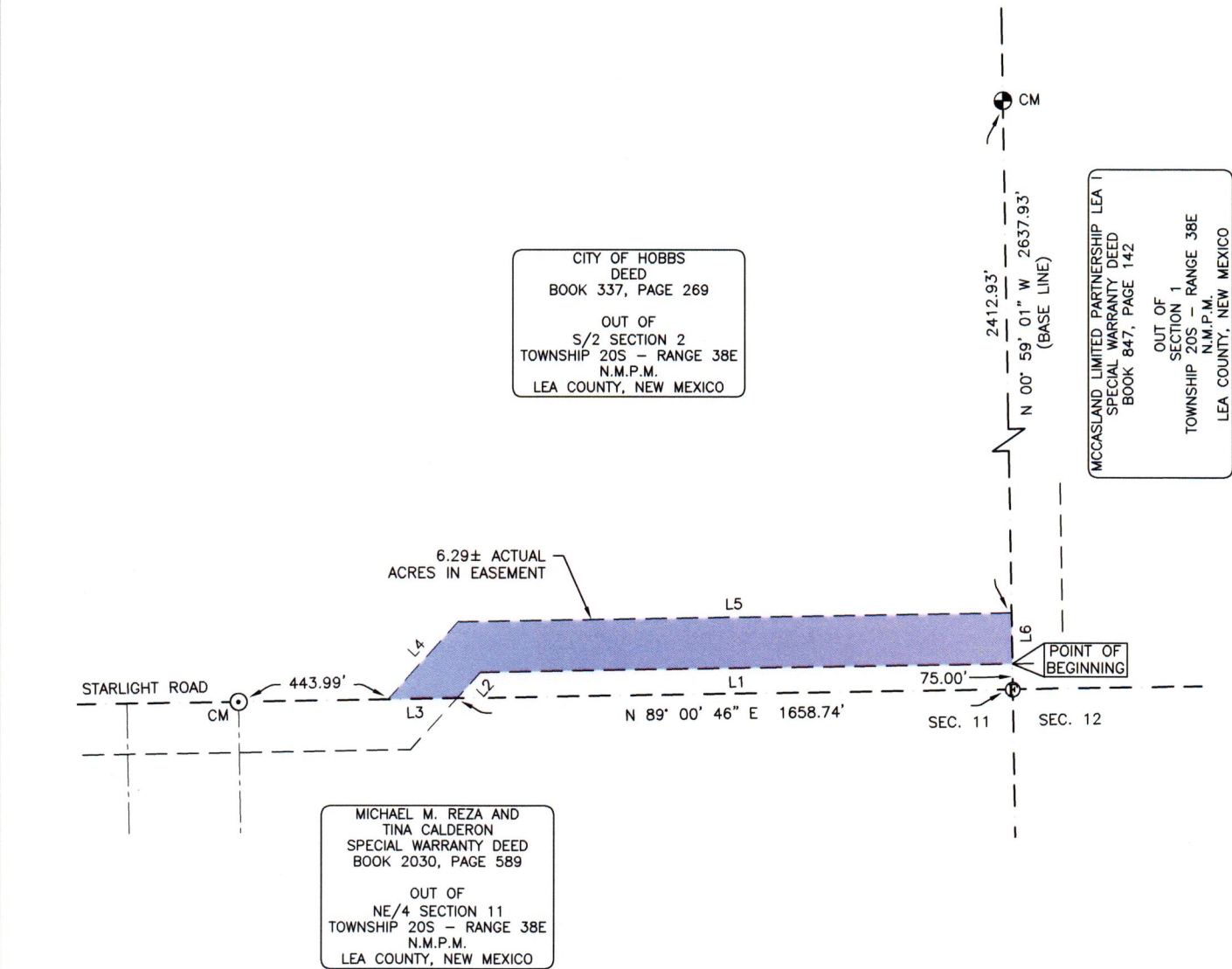
PASSED, ADOPTED AND APPROVED this 8th day of September, 2026.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

EXHIBIT "A"

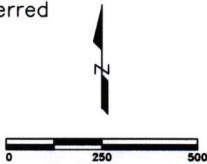


LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S 89° 00' 46" W	1587.96'
L2	S 42° 21' 15" W	103.12'
L3	S 89° 00' 46" W	206.25'
L4	N 42° 21' 15" E	309.37'
L5	N 89° 00' 46" E	1652.67'
L6	S 00° 59' 01" E	150.00'

BASIS OF BEARING-- Bearings were derived using GPS relative positioning techniques based on multiple OPUS solutions between January 27th - February 24th, 2025 and are referred to Grid UTM Coordinate System--Zone 13N, NAD (1983).

Distances are Grid.

Combined Factor = 0.99982860



FURMAN LAND SURVEYORS, INC.
KYLE L. BRADY, RPLS, PLS, PS
P.O. BOX 1416
AMARILLO, TEXAS 79105-1416
(806)374-4246
TEXAS FIRM #10092400 & 10092401

LEGEND		INDEXING INFORMATION	
	EASEMENT	OWNER: CITY OF HOBBS	
CM	CONTROL MONUMENT	LOCATION: S/2 SECTION 2, TOWNSHIP 20S - RANGE 38E, N.M.P.M., LEA COUNTY, NEW MEXICO	
	1/2" IRON ROD FND	EASEMENT SURVEY FOR	
	60D NAIL FND	SOUTHWESTERN PUBLIC SERVICE	
	1/2" IRON ROD SET W/CAP	J42 - 345KV LINE	
	STAMPED "PS 15701 PS 25645"	DRAWING T:\Dwg 25\XCEL\Sidewinder Projects\Dwg\SIDEWINDER	
TOTAL ACREAGE - 6.29±		XCEL PARCEL NO.	9 SHEET 1 OF 2



KYLE L. BRADY,
PS 25645

EASEMENT DESCRIPTION

An easement being out of the South half of Section 2, Township 20 South, Range 38 East of the New Mexico Principal Meridian, Lea County, New Mexico, same being out of that certain tract of land as described in that certain instrument recorded in Book 337, Page 269 as filed in the County Clerk's Office of Lea County, New Mexico said easement having been surveyed on the ground by Furman Land Surveyors, Inc. and being described by metes and bounds as follows:

(Bearings and Distances are Grid UTM Coordinate System-Zone 13N, NAD (1983) using GPS relative positioning techniques based on multiple OPUS solutions between January 27 - February 24, 2025. Combined Scale Factor = 0.99982860)

COMMENCING at a 1/2 inch iron rod set with cap stamped "PS 15701 PS 25645" for the Southeast corner of said Section 2, same being the Southeast corner of said tract of land described in Book 337, Page 269, further being the Southwest corner of that certain tract of land as described in that certain instrument recorded in Book 847, Page 142 as filed in the County Clerk's Office of Lea County, New Mexico, from whence a 1/2 iron rod found and accepted for the East quarter corner of said Section 2 bears N. 00° 59' 01" W. (Base Line) 2637.93 feet;

THENCE N. 00° 59' 01" W. 75.00 feet along the East line of said Section 2, same being the common line of said tracts of land described in Book 337, Page 269 and Book 847, Page 142 to a point for the BEGINNING CORNER of this easement;

THENCE S. 89° 00' 46" W. 1587.96 feet to a point for a corner of this easement;

THENCE S. 42° 21' 15" W. 103.12 feet to a point in the South line of said Section 2, same being the common line of said tract of land described in Book 337, Page 269, and that certain tract of land as described in that certain instrument recorded in Book 2030, Page 589 as filed in the County Clerk's Office of Lea County, New Mexico, further being a corner of this easement, from whence said 1/2 inch iron rod set with cap stamped "PS 15701 PS 25645" for the Southeast corner of said Section 2 bears N. 89° 00' 46" E. 1658.74 feet;

THENCE S. 89° 00' 46" W. 206.25 feet along the South line of said Section 2, same being the common line of said tracts of land described in Book 337, Page 269 and Book 2030, Page 589 to a point for the Southwest corner of this easement, from whence a 60D nail found and accepted for the Northwest corner of said tract of land described in Book 2030, Page 589 bears S. 89° 00' 46" W. 443.99 feet;

THENCE N. 42° 21' 15" E. 309.37 feet to a point for a corner of this easement;

THENCE N. 89° 00' 46" E. 1652.67 feet to a point in the East line of said Section 2, same being the common line of said tracts of land described in Book 337, Page 269 and Book 847, Page 142 for the Northeast corner of this easement, from whence said 1/2 iron rod found for the East quarter corner of said Section 2 bears N. 00° 59' 01" W. 2412.93 feet;

THENCE S. 00° 59' 01" E. 150.00 feet along the East line of said Section 2, same being the common line of said tracts of land described in Book 337, Page 269 and Book 847, Page 142 to the POINT OF BEGINNING;

Easement contains 6.29 acres, more or less.

SURVEYOR'S CERTIFICATE

I, Kyle L. Brady, New Mexico Professional Surveyor No. 25645, do hereby certify that this survey plat and the actual survey on the ground upon which it is based were performed by me or under my direct supervision; that I am responsible for this survey; that this survey meets the minimum standards for surveying in New Mexico; and that it is true and correct to the best of my knowledge and belief.

FURMAN LAND SURVEYORS, INC.
KYLE L. BRADY, RPLS, PLS, PS
P.O. BOX 1416
AMARILLO, TEXAS 79105-1416
(806)374-4246
TEXAS FIRM #10092400 & 10092401

BASIS OF BEARING-- Bearings were derived using GPS relative positioning techniques based on multiple OPUS solutions between January 27th - February 24th, 2025 and are referred to Grid UTM Coordinate System-Zone 13N, NAD (1983).

Distances are Grid.

Combined Factor = 0.99982860

TOTAL ACREAGE - 6.29±



KYLE L. BRADY,
PS 25645

INDEXING INFORMATION

OWNER: CITY OF HOBBS
LOCATION: S/2 SECTION 2, TOWNSHIP 20S - RANGE 38E, N.M.P.M., LEA COUNTY, NEW MEXICO

EASEMENT SURVEY FOR
SOUTHWESTERN PUBLIC SERVICE
J42 - 345KV LINE

DRAWING	T:\Dwg 25\XCEL\Sidewinder Projects\Dwg\SIDEWINDER
XCEL PARCEL NO.	9
SHEET	2 OF 2

ELECTRIC POWER LINE EASEMENT

DATE: _____

GRANTOR: City of Hobbs

GRANTOR'S MAILING ADDRESS:

200 Broadway
Hobbs, New Mexico 88240

GRANTEE: SOUTHWESTERN PUBLIC SERVICE COMPANY

GRANTEE'S MAILING ADDRESS:

790 South Buchanan Street, 4th floor
Amarillo, Texas 79101

COUNTY AND STATE IN WHICH PROPERTY IS LOCATED: LEA COUNTY, NEW MEXICO

For \$10 and other valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor grants to Southwestern Public Service Company, a New Mexico Corporation ("**SPS**") a perpetual, non-exclusive easement ("**Easement**") to construct, maintain, operate, inspect, patrol, repair, replace, add to, change the number of circuits, alter voltage, remove, and relocate electric power lines on, over and across the lands now owned by Grantor that are described as follows:

A permanent one-hundred fifty (150') wide strip of land. SEE **EXHIBIT "A"** attached hereto and incorporated by reference, the ("**Easement Area**"), over and across portions of

S/2 Section 02, Township 20 South, Range 38 East, N.M.P.M., Lea County, New Mexico

The easement shall be subject to the following terms and conditions:

1. SPS is a corporation organized under the laws of the State of New Mexico and has its main office and principal place of business in Amarillo, Potter County, Texas. It is a public utility.
2. The electric power lines will consist of a variable number of conductors, wires, communication cables, insulators, crossarms, and all other necessary and desirable appurtenances and devices attached to, supported from, and a part of the necessary structures consisting of a variable number of wood, steel, other metal, or other substance members of poles, props, guys, and anchors (collectively referred to as the "**Facilities**").
3. SPS, its employees, agents, contractors, successors and assigns, shall have the right (a) of ingress and egress over Grantor's adjacent lands to and from the Easement Area for the purpose of constructing, maintaining, operating, inspecting, patrolling, repairing, replacing, changing the number of circuits, altering voltage, adding to or removing the Facilities; (b) to relocate the Facilities within the Easement Area; (c) to remove, cut, fell, prune or otherwise control all trees, brush or other vegetation or other obstructions that might endanger or interfere with the operation, safety, or efficiency of the Facilities ; (d) to level, grade, or perform necessary dirt work for proper ground clearance; and (e) to enter Grantor's property to conduct (i) routing surveys and studies relating to the Facilities , (ii) environmental surveys and studies relating to the Facilities, (iii) cultural resource surveys and studies relating to the Facilities, and (iv) any other activities that SPS deems necessary or desirable to comply with federal, state, or local statutes, laws, ordinances, rules, or regulations, or the requirements of any government or governmental authority or agency claiming jurisdiction over SPS or its operations.

4. SPS, its successors and assigns, must construct and at all times maintain the Facilities in accordance with the National Electric Safety Code requirements and practices now in effect. SPS will abide by all federal and state laws, ordinances, and regulations.
5. No temporary or permanent wells, buildings, or structures (including, without limitation, mobile homes or travel trailers) shall be placed or permitted to remain on, under, or over the Easement Area by Grantor. No other objects shall be erected, placed, or permitted to remain on, under, or over the Easement Area by Grantor, including trees, shrubs and fences, which may interfere with the Facilities or interfere with the exercise of any of the rights granted pursuant to this Easement.
6. In addition to the consideration set forth above, on completion of initial construction and installation, actual loss or damage to crops occasioned by initial construction and installation of the facilities will be paid. Payment will be made to Grantor as the fee owner of the Easement Area. Grantor shall be responsible for any distribution or allocation to third parties who may hold an interest in such damage payments and Grantor shall hold SPS harmless from the same.
7. Grantor shall have the right to request SPS conduct weed control work within the Easement Area. SPS may employ an independent contractor for weed control work, and that weed control work will utilize recognized and accepted weed control methods and materials. To request weed control work Grantor shall call the Program Manager for Vegetation Management for Xcel Energy at 1-800-895-4999.
8. Following initial construction, SPS shall use reasonable efforts to return the surface of the Easement Area, which is unencumbered by structures, to its original condition and appearance prior to SPS's work on the property. SPS shall not have the obligation to replace vegetation within the Easement Area other than to reseed to native grass. SPS shall reseed the Easement Area to native grass following initial construction.
9. Grantor acknowledges that the general course of this Easement is based on preliminary surveys of the desired location of the electric power line and agrees that the easement shall apply to the actual location of the electric power line when constructed.
10. This Easement incorporates all agreements and stipulations between Grantor and SPS as to the subject matter of this Easement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Easement. The title of this document is inserted for convenience only and does not define or limit the rights granted pursuant to this Easement. SPS does not offer or agree to extend any Favored Nations provisions as a part of this Easement. This Easement consists of the document entitled "Electric Powerline Easement" and an Exhibit containing a legal description and a sketch depicting the legal description if referenced above or attached hereto, and if attached hereto, a Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively "**Addendum**") is authorized by SPS, and no Addendum shall be effective and binding upon the parties unless separately executed by an authorized representative of SPS.

When the context requires, singular nouns and pronouns include the plural.

Grantor binds Grantor, and Grantor's heirs, successors, assigns, and legal representatives, to WARRANT AND FOREVER DEFEND all and singular the rights conveyed in this instrument of SPS and its successors and assigns.

Executed this _____ day of _____ 2026.

[SIGNATURES ON FOLLOWING PAGE]

GRANTOR: City of Hobbs

By: Manny Gomez

Title: City Manager

STATE OF NEW MEXICO

§

§

COUNTY OF LEA

§

This instrument was acknowledged before me on the _____ day of _____ 2026, by
Manny Gomez who is City Manager of City of Hobbs.

My Commission Expires: _____

Notary's Signature

GRANTOR: City of Hobbs

By: Medjine Desrosier-Douyon

Title: Deputy City Attorney

STATE OF NEW MEXICO

§

§

COUNTY OF LEA

§

This instrument was acknowledged before me on the _____ day of _____ 2026, by
Medjine Desrosier-Douyon who is Deputy City Attorney of City of Hobbs.

My Commission Expires: _____

Notary's Signature

GRANTOR: City of Hobbs

By: Jan Fletcher

Title: City Clerk

STATE OF NEW MEXICO

§

§

COUNTY OF LEA

§

This instrument was acknowledged before me on the ____ day of _____ 2026, by Jan Fletcher who is City Clerk of City of Hobbs.

My Commission Expires: _____

Notary's Signature

Return Recorded Instrument to:
Xcel Energy
790 South Buchanan Street, 4th floor
Amarillo, Texas 79101

City of Hobbs				
Acres in ROW Per Survey Plat	Acres Impacted (Permanent 150'	Cost Per Acre		Total
Agriculture	6.29	\$3,000.00		\$18,870.00
Access				4,000.00
TOTAL				\$22,870.00



City of Hobbs
200 Broadway
Hobbs, New Mexico 88240

July 28, 2026

Re: J-42 Sidewinder to R-04 interconnect 345kV Transmission Line Project
Portions S/2 Section 02, Township 20 South, Range 38 East, N.M.P.M. in Lea
County, New Mexico

Southwestern Public Service Company (SPS), a New Mexico corporation doing business as Xcel Energy, proposes to build a new electric transmission line in Lea County, New Mexico. SPS will build a new 345kV transmission line from the proposed SPS, Sidewinder substation located approximately 3.83 miles east of Nadine, New Mexico and situated in Gaines County, Texas. The new line will run southwest approximately 6.75 miles to a point of interconnection with the existing SPS R-04 transmission line south of County Road 45 being 1.05 miles west of Hwy 18 south.

Currently, SPS would like to acquire a one-hundred-fifty feet (150') permanent right-of-way across your property for this new line. The requested permanent easement will affect 6.29 acres of your property. SPS is offering an amount of \$3,000.00 per acre as a lump sum payment as consideration in total of Eighteen Thousand Eight Hundred Seventy, and 00/100ths Dollars \$18,870.00 for the permanent easement agreement and a lump sum payment for Access of \$4,000.00, Four Thousand Dollars and 00/100th making the total payment \$22,870.00, Twenty-Two Thousand Eight Hundred Seventy Dollars and 00/100th Dollars.

Please find enclosed two (2) "Option Agreement for Easement" documents with copies of the depiction of the line illustrating the route of the line and the size of the Right of Way for your review. Should you accept our offer, please execute one copy of the enclosed documents making sure that you are in the presence of a Notary Public to ensure proper acknowledgment. Please include one W-9(provided) for each signer to complete the transaction and return the fully executed documents to SPS in the enclosed pre-paid self-addressed envelope. Once the signed documents are received by SPS, we will send you a check for the option payment.

You may discuss this offer with anyone you wish, or you may keep this offer confidential. Please note that there is no requirement for confidentiality within the terms of this offer or in the easement agreement.

We hope that you will accept this offer. This offer will remain open for your acceptance for 30 days, until August 30, 2026. SPS sincerely appreciates your time and consideration for this project to help improve the electric reliability in southeast New Mexico.



If you have any questions or concerns, please do not hesitate to contact me. I can be reached at david.allen@contractlandstaff.com or my cell at 405-824-1058. If you have any questions, please contact me and I will gladly come and visit you in person to discuss the project with you. I look forward to meeting with you soon.

Sincerely,

David W. Allen

David W. Allen
Sr. Acquisition Specialist
Contract Land Staff
Xcel Energy



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
September 8, 2026

SUBJECT: Resolution No. 7826 - Approving a First Amendment to the Infrastructure Development Agreement with Property Management Plus, LLC, to Reinstate the Agreement and Extend its Termination Date

DEPT OF ORIGIN: City Manager

DATE SUBMITTED: 8/18/2026

SUBMITTED BY: Todd Randall, Assistant City Manager

Summary:

On June 2, 2025, the City Commission approved Resolution No. 7629 and an Infrastructure Development Agreement with Property Management Plus, LLC, for the extension of Iron Avenue approximately 320 feet east of Dal Paso Street to serve the Kass Glorietta Iron Subdivision. The agreement authorized reimbursement of eligible public infrastructure costs not to exceed \$52,500.00 after completion, certification by the Engineer of Record, and satisfaction of the agreement requirements.

The agreement terminated upon completion of the required improvements or 365 days after ratification. Because that term has expired and the improvements and closeout requirements have not been completed, the proposed First Amendment would reinstate the agreement to the extent necessary and provide a new 60-calendar-day completion period beginning on the amendment's effective date. The resolution would also authorize the City Manager to approve one additional written extension of up to 60 calendar days if needed to complete the improvements. An administrative extension could not increase the City's financial obligation or materially change the scope or other terms of the agreement.

Fiscal Impact:

No increase to the City's previously approved maximum reimbursement obligation of \$52,500.00. No additional funding is requested.

Attachments:

Resolution - Property Management Plus SFIRDA RESO(1)
First_Amendment_Property_Management_Plus_DA
Reso No. 7629 - Dev Agmt with Property Management Plus 6-2-25

Recommendation:

Motion to approve the resolution.

Approved By:

Manny Gomez, City Manager

08/18/2026

Deb Corral, Finance Director

08/18/2026

Medjine Desrosiers-Douyon, Deputy City Attorney 08/25/2026

Manny Gomez, City Manager 08/25/2026

CITY OF HOBBS

RESOLUTION NO. 7826

**RESOLUTION APPROVING A FIRST AMENDMENT TO THE
INFRASTRUCTURE DEVELOPMENT AGREEMENT WITH PROPERTY
MANAGEMENT PLUS, LLC, TO REINSTATE THE AGREEMENT AND EXTEND
ITS TERMINATION DATE**

WHEREAS, the City of Hobbs (the "City") and Property Management Plus, LLC (the "Developer") entered into an Infrastructure Development Agreement approved by Resolution No. 7629 on June 2, 2025, and executed on June 9, 2025, concerning the extension of Iron Avenue east from Dal Paso Street to serve the Kass Glorietta Iron Subdivision (the "Original Agreement"); and

WHEREAS, Section 13 of the Original Agreement provides that the Original Agreement terminates upon completion of all installation and construction defined therein or 365 days from ratification; and

WHEREAS, the Original Agreement's stated term has expired, and the parties desire to reinstate the Original Agreement, to the extent necessary, and extend its termination date for sixty (60) calendar days from the effective date of the First Amendment so the work and closeout requirements may be completed; and

WHEREAS, the First Amendment does not increase the City's maximum reimbursement obligation of \$52,500.00 or otherwise modify the scope, duties, or material terms of the Original Agreement, except for the reinstatement and revised termination provision; and

WHEREAS, the governing body finds that approval of the First Amendment supports completion of the public infrastructure contemplated by the Original Agreement and is in the public interest.

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

The First Amendment to the Infrastructure Development Agreement between the City of Hobbs and Property Management Plus, LLC, attached as Exhibit A, is hereby approved, and the Mayor, or his designee, is authorized to execute the First Amendment. The City Manager may administratively approve one additional

extension not exceeding sixty (60) calendar days upon a written determination that the extension is necessary to complete the required improvements. City staff and officials are authorized to take all actions necessary to carry out this Resolution.

PASSED, ADOPTED AND APPROVED this 8th day of September, 2026.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

FIRST AMENDMENT TO INFRASTRUCTURE DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO INFRASTRUCTURE DEVELOPMENT AGREEMENT (the "First Amendment") is entered into effective as of the date on which it is approved by the governing body of the City of Hobbs and executed by both parties (the "Effective Date"), by and between the **CITY OF HOBBS, NEW MEXICO**, a New Mexico municipal corporation (the "City"), and **PROPERTY MANAGEMENT PLUS, LLC**, a New Mexico limited liability company (the "Developer").

RECITALS

- A.** The City and Developer entered into an Infrastructure Development Agreement approved by City of Hobbs Resolution No. 7629 on June 2, 2025, and executed on June 9, 2025 (the "Original Agreement"), concerning the extension of Iron Avenue east from Dal Paso Street to serve the Kass Glorietta Iron Subdivision.
- B.** Section 13 of the Original Agreement provides that the Original Agreement terminates upon completion of all installation and construction defined therein or 365 days from ratification.
- C.** The parties desire to reinstate the Original Agreement, to the extent necessary, and extend its termination date for sixty (60) calendar days from the Effective Date of this First Amendment so the work and closeout requirements may be completed.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. Reinstatement.** To the extent the Original Agreement expired before the Effective Date, the parties hereby reinstate the Original Agreement as of the Effective Date, subject to the amended termination provision below.
- 2. Amendment to Section 13.** Section 13 of the Original Agreement is deleted in its entirety and replaced with the following:

"13. TERMINATION. This Agreement shall terminate upon the completion of all installation and construction defined herein or sixty (60) calendar days after the Effective Date of the First Amendment, whichever occurs first."
- 3. No Other Amendments.** Except as expressly amended by this First Amendment, all terms and conditions of the Original Agreement remain unchanged and in full force and effect. If there is a conflict between this First Amendment and the Original Agreement, this First Amendment controls.
- 4. Counterparts and Electronic Signatures.** This First Amendment may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Electronic signatures and copies shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the dates written below.

CITY OF HOBBS, NEW MEXICO

Jonathan Sena, Mayor

ATTEST:

Jan Fletcher, City Clerk

APPROVED AS TO FORM:

City Attorney

PROPERTY MANAGEMENT PLUS, LLC

Nadeem Kassir 3

By: Nadeem Kassir

Title: Managing member

Date: 9/1/20



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
June 2, 2025

SUBJECT: Resolution No. 7629 - Consideration to Approve an Infrastructure Extension Development Agreement with Property Management Plus, LLC Concerning the Development of Public Infrastructure.

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 5/22/2025

SUBMITTED BY: Kristalyn Seepersad, Planning Project Manager

Summary:

Property Management Plus, LLC has requested a Public Participation Infrastructure Development Agreement concerning the projection of Iron Avenue east from the intersection of Dal Paso, being a distance of +/-320'. The attached Development Agreement would allow the developer partial reimbursement of installed public infrastructure based on the approved Engineer of Records certified invoices, adopted fair share costs and not to exceed \$52,500.00.

Fiscal Impact:

Budget	22-4022-44901-00387 (Lea County Housing Grant)
Available:	\$948,000
Development Agreement	\$52,500

Attachments:

Resolution - Property Management Plus SFIRDA RESO
Property Management Plus - Iron St - DA 06-02-25

Recommendation:

Commission considers approval / denial of the attached Development Agreement.

Approved By:

Todd Randall, Assistant City Manager	5/22/2025
Toby Spears, Finance Director	5/22/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	5/23/2025
Manny Gomez, City Manager	5/27/2025

CITY OF HOBBS

RESOLUTION NO. 7629

A RESOLUTION TO APPROVE AN INFRASTRUCTURE EXTENSION DEVELOPMENT AGREEMENT WITH PROPERTY MANAGEMENT PLUS CONCERNING THE DEVELOPMENT OF PUBLIC INFRASTRUCTURE.

WHEREAS, the City of Hobbs is proposing to enter into an Infrastructure Extension Development Agreement with Property Management Plus, LLC., concerning the projection of Iron Avenue east from the intersection of Dal Paso, being a distance of +/- 320'; and

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

WHEREAS, upon receipt of the Engineer of Records Certification of Compliance, the City shall reimburse the Developer a portion of the actual cost (excluding GRT) for the emplaced Public Infrastructure, not to exceed \$52,500.00.

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

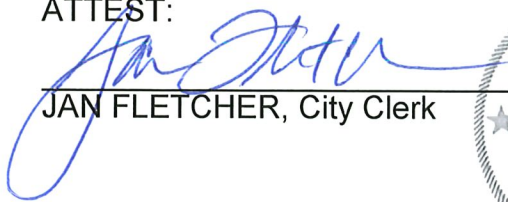
1. The City of Hobbs hereby approves the Infrastructure Extension Development Agreement, which is attached hereto and made a part of this Agreement as Exhibit #1 and the Mayor, and/or his designee, is hereby authorized to execute the Agreement.
2. That City staff and officials are authorized to do any and all deeds to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 2nd day of June, 2025.



SAM D. COBB, Mayor

ATTEST:



JAN FLETCHER, City Clerk



INFRASTRUCTURE DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of June, 2025, between the City of Hobbs, New Mexico, a New Mexico Municipal Corporation, (hereafter called the "City"); and Property Management Plus, LLC, 4008 N Grimes PMB #262, Hobbs, NM 88240 (hereafter called "Developer").

RECITALS:

WHEREAS, "Developer" has proposed to construction the projection of Iron Avenue from the existing terminus east of Dal Paso Street to service the Kass Glorietta Iron Subdivision; and

WHEREAS, the projection of Iron Avenue, a designated Minor Residential, would serve the current and future transportation and public safety response needs of the overall public and the neighborhoods served by the roadway; and

WHEREAS, "Developer" has beneficial use of the public infrastructure on the north side only and the "City" may participate in fair share and oversize of public infrastructure; and

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

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

1. The Developer shall dedicate public right-of-way and develop, compliant with City provided Construction Plan Sets, the projection of Iron Avenue within the dedicated right of way from the existing terminus east of Dal Paso (being +/- 320 lineal feet along the Center Line), as a Minor Residential Section per the COH Major Thoroughfare Plan.
2. The Developer shall design or cause to be designed construction plans for the development of public infrastructure, comprised of +/- 250' of an 8" sewer and 320' of a 37' residential roadway with sidewalk, for municipal review and approval.
3. Upon approval of the construction plans the Developer shall construct or cause to be constructed the Public Infrastructure. The Developer shall employ the services of a registered New Mexico Civil Engineer who shall certify the installation of the Public Infrastructure as to compliance with the plan set and City of Hobbs Standards prior to municipal acceptance.
4. After receipt of the Engineer of Records Certification of Compliance and recordation of any dedications to contain the Public Infrastructure as required, the City shall reimburse the Developer for the Public Infrastructure installed, not to exceed \$52,500.00. (See Exhibit "A" Sketch Plan attached hereto)

5. Responsibilities of the parties hereto are as follows:

a. The Developer shall:

- i. Acquire all Public Infrastructure dedications as required.
- ii. Submit a Plan Set for review and approval.
- iii. Employ the services of a Civil Engineer to oversee the Construction and Certification of the public infrastructure.

b. The City shall:

- i. Review and Approve construction plan set.
- ii. After receipt of the Engineer of Records Certification of Compliance and recordation of any dedications to contain the public infrastructure as required, the City shall reimburse the Developer of the actual cost for the Public Infrastructure installed, not to exceed **\$52,500.00**. (See Exhibit "A" Sketch Plan attached hereto)

6. All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: Planning Department, 200 E. Broadway, Hobbs, NM 88240; to Developer – Property Management Plus, LLC, 4008 N Grimes PMB #262, Hobbs, NM 88240, or to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

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

8. Representations of City.

- a. City is a duly organized and validly existing municipal corporation under the laws of the State of New Mexico with full municipal power to enter into this Agreement and to carry out the terms, conditions and provisions hereof.
- b. City shall review and process the construction plan set in a forthright manner and with due diligence.

9. Representations of Developer.

To the best knowledge of Developer, there is no litigation, proceeding or governmental investigation, either pending or threatened in any court, arbitration board or administrative agency against or relating to Developer to prevent or impede the consummation of this Agreement by Developer.

10. BREACH

- a. The following events constitute a breach of this Agreement by Developer.
 - i. Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.
- b. The following events constitute a breach of this Agreement by City:
 - i. City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.

11. REMEDIES UPON BREACH.

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

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

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

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

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

CITY OF HOBBS



Sam D. Cobb – Mayor

DEVELOPER



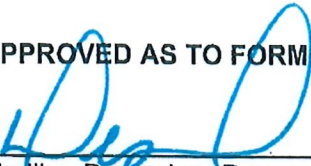
Property Management Plus, LLC –
Developer/Property Owner

ATTEST:



Jan Fletcher, City Clerk

APPROVED AS TO FORM:



Medjine Desrosiers-Douyon, Deputy City Attorney

Exhibit A Attached – Location Map / Preliminary Site Plan



**Bill To**

City of Hobbs
Attn: Accounts Payable
200 E. Broadway St
Hobbs, NM 88240

PHONE
(575) 397-9244

HOURS
Monday - Friday
8:00 am - 5:00 pm
www.hobbsnm.org

Purchase Order

Fiscal Year 2025

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **22505953**

Delivery must be made within doors of specified destination.
Invoices must be addressed to:
City of Hobbs, Attn: Accounts Payable.

Ship To

CITY COMMISSION
200 E BROADWAY
HOBBS, NM 88240
Phone: 575-397-9419

Vendor

PROPERTY MANAGEMENT PLUS LLC
3820 N GRIMES
HOBBS, NM 88240

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
575-390-8547		575-392-1702		12507302	TODD RANDALL/ APRIL HARGROVE
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
06/26/2025	17184				CITY COMMISSION
NOTES					

(DA) INFRASTRUCTURE EXTENSION DA

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Property Management Plus, LLC has requested a Public Participation Infrastructure Development Agreement concerning the projection of Iron Avenue east from the intersection of Dal Paso, being a distance of +/-320'. The attached Development Agreement would allow the developer partial reimbursement of installed public infrastructure based on the approved Engineer of Records certified invoices, adopted fair share costs and not to exceed \$52,500.00 GL Account: 224022 - 44901 - 00387 \$52,500.00	1.0	EACH	\$52,500.00	\$52,500.00
GL SUMMARY					
224022 - 44901 - 00387		\$52,500.00			

Total Ext. Price	\$52,500.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$52,500.00


Authorized Signature

Finance Copy



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
September 8, 2026

SUBJECT: Resolution No. 7827 - Approving a First Amendment to the Infrastructure Development Agreement with Stuard Development, LLC, to Reinstate the Agreement and Extend Its Termination Date

DEPT OF ORIGIN: City Manager

DATE SUBMITTED: 8/27/2026

SUBMITTED BY: Todd Randall, Assistant City Manager

Summary:

On November 4, 2024, the City Commission approved Resolution No. 7566 and an Infrastructure Development Agreement with Stuard Development, LLC, concerning the extension of Del Norte Parkway from its existing terminus west of Grimes Street through Trinity Estates Unit 3. The agreement provides for the City's participation in eligible public infrastructure costs associated with the roadway, water, sewer, sidewalk, and related improvements, with reimbursement not to exceed \$758,565.00 following completion, certification by the Engineer of Record, and satisfaction of the agreement requirements.

The agreement terminated upon completion of the required improvements or 365 days after ratification. Because the stated term has expired and the improvements and closeout requirements have not been completed, the proposed First Amendment would reinstate the agreement to the extent necessary and establish a new 90-calendar-day completion period beginning on the amendment's effective date.

The First Amendment does not increase the City's reimbursement obligation or materially modify the project scope, responsibilities, or other terms of the original agreement.

Fiscal Impact:

No increase to the City's previously approved maximum reimbursement obligation of \$758,565.00. No additional funding is requested as part of the First Amendment.

Attachments:

Resolution_First_Amendment_Stuard_Development
1ST AMENDMENT TO DA - STUARD - DEL NORTE
RESO 7566 - Stuard Development - Del Norte Roadway

Recommendation:

Motion to approve the resolution.

Approved By:

Manny Gomez, City Manager

08/27/2026

Deb Corral, Finance Director	08/27/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	08/28/2026
Manny Gomez, City Manager	08/31/2026

CITY OF HOBBS

RESOLUTION NO. 7827

RESOLUTION APPROVING A FIRST AMENDMENT TO THE INFRASTRUCTURE DEVELOPMENT AGREEMENT WITH STUARD DEVELOPMENT, LLC, TO REINSTATE THE AGREEMENT AND EXTEND ITS TERMINATION DATE

WHEREAS, the City of Hobbs (the "City") and Stuard Development, LLC (the "Developer") entered into an Infrastructure Development Agreement approved by Resolution No. 7566 on November 4, 2024, concerning the extension of Del Norte Parkway from its existing terminus west of Grimes Street through Trinity Estates Unit 3 (the "Original Agreement"); and

WHEREAS, Section 13 of the Original Agreement provides that the Original Agreement terminates upon completion of all installation and construction defined therein or 365 days from ratification; and

WHEREAS, the Original Agreement's stated term has expired, and the parties desire to reinstate the Original Agreement, to the extent necessary, and extend its termination date for ninety (90) calendar days from the effective date of the First Amendment so the work and closeout requirements may be completed; and

WHEREAS, the First Amendment does not increase the City's maximum reimbursement obligation of \$758,565.00 or otherwise modify the scope, duties, or material terms of the Original Agreement, except for the reinstatement and revised termination provision; and

WHEREAS, the governing body finds that approval of the First Amendment supports completion of the public infrastructure contemplated by the Original Agreement and is in the public interest.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO: The First Amendment to the Infrastructure Development Agreement between the City of Hobbs and Stuard Development, LLC, attached as Exhibit A, is hereby approved, and the Mayor, or his designee, is authorized to execute the First Amendment. City staff and officials are authorized to take all actions necessary to carry out this Resolution.

PASSED, ADOPTED AND APPROVED this 8th day of September, 2026.

ATTEST:

JONATHAN SENA, Mayor

JAN FLETCHER, City Clerk

FIRST AMENDMENT TO INFRASTRUCTURE DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO INFRASTRUCTURE DEVELOPMENT AGREEMENT (the "First Amendment") is entered into effective as of the date on which it is approved by the governing body of the City of Hobbs and executed by both parties (the "Effective Date"), by and between the CITY OF HOBBS, NEW MEXICO, a New Mexico municipal corporation (the "City"), and STUARD DEVELOPMENT, LLC, a New Mexico limited liability company (the "Developer").

RECITALS

- A.** The City and Developer entered into an Infrastructure Development Agreement approved by City of Hobbs Resolution No. 7566 on November 4, 2024 (the "Original Agreement"), concerning the extension of Del Norte Parkway from its existing terminus west of Grimes Street through Trinity Estates Unit 3.
- B.** Section 13 of the Original Agreement provides that the Original Agreement terminates upon completion of all installation and construction defined therein or 365 days from ratification.
- C.** The stated term of the Original Agreement has expired, and the parties desire to reinstate the Original Agreement, to the extent necessary, and extend its termination date for ninety (90) calendar days from the Effective Date of this First Amendment so the work and closeout requirements may be completed.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. Reinstatement.** To the extent the Original Agreement expired before the Effective Date, the parties hereby reinstate the Original Agreement as of the Effective Date, subject to the amended termination provision below.
- 2. Amendment to Section 13.** Section 13 of the Original Agreement is deleted in its entirety and replaced with the following:

“13. TERMINATION. This Agreement shall terminate upon the completion of all installation and construction defined herein or ninety (90) calendar days after the Effective Date of the First Amendment, whichever occurs first.”
- 3. No Other Amendments.** Except as expressly amended by this First Amendment, all terms and conditions of the Original Agreement remain unchanged and in full force and effect. If there is a conflict between this First Amendment and the Original Agreement, this First Amendment controls.
- 4. Counterparts and Electronic Signatures.** This First Amendment may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Electronic signatures and copies shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the dates written below.

CITY OF HOBBS, NEW MEXICO

STUARD DEVELOPMENT, LLC

Jonathan Sena, Mayor

Date: _____

By: _____

Title: _____

Date: _____

ATTEST:

Jan Fletcher, City Clerk

APPROVED AS TO FORM:

City Attorney



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
November 4, 2024

SUBJECT: Resolution No. 7566 - Approving a Development Agreement with Stuard Development for the Extension of Del Norte Parkway Through Trinity Estates

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 9/25/2024

SUBMITTED BY: Kristalyn Seepersad, Planning Project Manager

Summary:

Stuard Development with the development of Trinity Estates Unit 3 includes the requirement of extending Del Norte Parkway to the west boundary of the proposed development. The Planning Board reviewed and recommended the participation in the Collector Roadway, Oversize of Public Infrastructure and the GAP of infrastructure to reach the proposed development (vote 6-0).

The City of Hobbs has drafted a Development Agreement with Stuard Development, in which the City would participate in GAP, Oversize and Fair Share Public Infrastructure Participation Agreement for roadway and utilities along a portion of the future Del Norte Parkway extension. Estimated City participation was discussed at the Planning Board meeting on September 17th while discussing the new changes to the policy.

Fiscal Impact:

Budget No.: 22-4022-44901-00387

Available: \$3,163,056

Lea County Funding: \$5,600,000

DA encumbrance: \$758,565.00

Attachments:

Del Norte Parkway Infra Ext Reso

TRINITY - DEL NORTE PRKWY - DA 11-4-24

Exhibit A - Location Map - Cost

Recommendation:

Consider the approval / denial of the Resolution and Development Agreement

Approved By:

Todd Randall, Assistant City Manager 10/28/2024

Toby Spears, Finance Director 10/28/2024

Valerie Chacon, City Attorney 10/28/2024

Manny Gomez, City Manager

10/28/2024

CITY OF HOBBS

RESOLUTION NO. 7566

**A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH
STUARD DEVELOPMENT FOR THE EXTENSION OF
DEL NORTE PARKWAY THROUGH TRINITY ESTATES**

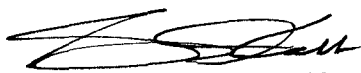
WHEREAS, the City of Hobbs is proposing to enter into an Infrastructure Extension Development Agreement with Stuard Development, concerning the extension of Del Norte Parkway through Trinity Estate; and

WHEREAS, the aforementioned Development Agreement requires the Developer to pay the Fair Share Development Cost of the required Public Infrastructures; and

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

1. The City of Hobbs hereby approves the Infrastructure Extension Development Agreement, which is attached hereto and made a part of this Agreement as Exhibit #1 and the Mayor, and/or his designee, is hereby authorized to execute the Agreement.
2. That City staff and officials are authorized to do any and all deeds to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 4th day of November, 2024.



SAM D. COBB, Mayor

ATTEST:



JAN FLETCHER, City Clerk



INFRASTRUCTURE DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of November, between the City of Hobbs, New Mexico, a New Mexico Municipal Corporation, (hereafter called the "City"); and Stuard Development, LLC, 1702 W Poco St., Hobbs, NM 88240 (hereafter called "Developer").

RECITALS:

WHEREAS, "Developer" has proposed to construction the projection of Del Norte Parkway from the existing terminus west of Grimes to service Trinity Estates Unit 3; and

WHEREAS, the projection of Del Norte Parkway, a designated Major Collector, would serve the current and future transportation and public safety response needs of the overall public and the neighborhoods served by the Collector; and

WHEREAS, "Developer" has beneficial use of the public infrastructure on the south side only and the "City" may participate in fair share and oversize of public infrastructure; and

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

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

1. The Developer shall dedicate public right-of-way and develop, compliant with City provided Construction Plan Sets, the projection of Del Norte Parkway within the 80' dedicated right of way from the existing terminus west of Grimes (being +/- 1,760 lineal feet along the Center Line), as a Major Collector Section per the COH Major Thoroughfare Plan.
2. The Developer shall design or cause to be designed construction plans for the development of public infrastructure, comprised of +/- 1,760' of a 10" water, 10" sewer and collector roadway with sidewalk, for municipal review and approval
3. Upon approval of the construction plans the Developer shall construct or cause to be constructed the Public Infrastructure. The Developer shall employ the services of a registered New Mexico Civil Engineer who shall certify the installation of the Public Infrastructure as to compliance with the plan set and City of Hobbs Standards prior to municipal acceptance.
4. After receipt of the Engineer of Records Certification of Compliance and recordation of any dedications to contain the Public Infrastructure as required, the City shall reimburse the Developer for the Public Infrastructure installed, not to exceed \$758,565.00. (See Exhibit "A" Sketch Plan attached hereto)
 - a. Del Norte Prkwy Assessments: Property to the North of Del Norte Prkwy will have future assessments per the utility service policy for water and sewer. In addition, the City shall collect roadway assessments for any future subdivision or

new construction on a pro-rata basis for a standard residential roadway section for residential (37' boc w/ 2" HMA & 6" Base)) purposes and collector roadway section (41' boc w/ 3" HMA & 8" Base) for any commercial purposes.

5. Responsibilities of the parties hereto are as follows:

a. The Developer shall:

- i. Acquire all Public Infrastructure dedications as required.
- ii. Submit a Plan Set for review and approval.
- iii. Employ the services of a Civil Engineer to oversee the Construction and Certification of the public infrastructure.

b. The City shall:

- i. Review and Approve construction plan set.
- ii. After receipt of the Engineer of Records Certification of Compliance and recordation of any dedications to contain the public infrastructure as required, the City shall reimburse the Developer of the actual cost for the Public Infrastructure installed, not to exceed **\$758,565.00**. (See Exhibit "A" Sketch Plan attached hereto)
- iii. Collect roadway assessments for any future subdivision or new construction on a pro-rata basis for a standard residential roadway section for residential (37' boc w/ 2" HMA & 6" Base)) purposes and collector roadway section (41' boc w/ 3" HMA & 8" Base) for any commercial purposes

6. All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: Planning Department, 200 E. Broadway, Hobbs, NM 88240; to Developer – Stuard Development, LLC, 1702 W Poco St., Hobbs, NM 88240, or to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

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

8. **Representations of City.**

- a. City is a duly organized and validly existing municipal corporation under the laws of the State of New Mexico with full municipal power to enter into this Agreement and to carry out the terms, conditions and provisions hereof.
- b. City shall review and process the construction plan set in a forthright manner and with due diligence.

9. Representations of Developer.

To the best knowledge of Developer, there is no litigation, proceeding or governmental investigation, either pending or threatened in any court, arbitration board or administrative agency against or relating to Developer to prevent or impede the consummation of this Agreement by Developer.

10. BREACH

- a. The following events constitute a breach of this Agreement by Developer.
 - i. Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.
- b. The following events constitute a breach of this Agreement by City:
 - i. City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.

11. REMEDIES UPON BREACH.

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

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

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

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

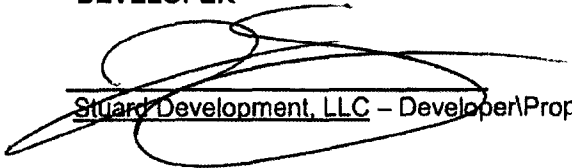
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF HOBBS



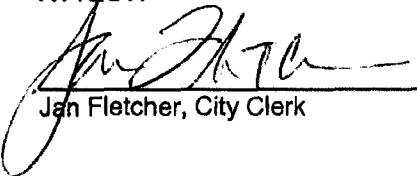
Sam D. Cobb – Mayor
Owner

DEVELOPER



Stuard Development, LLC – Developer/Property

ATTEST:



Jan Fletcher, City Clerk

APPROVED AS TO FORM:



Valerie Chacon, City Attorney

Exhibit A Attached to Location Map / Preliminary Site Plan



Fair Share Participation & Oversize

1,200'

540'

Gap Infrastructure / City Participation				
ITEM	DESCRIPTION	QTY	UNIT	TOTAL
1	10" Water Line	205	LF	\$ 105.00 \$ 21,525.00
2	10" Sewer Line	540	LF	\$ 110.00 \$ 59,400.00
3	10" Sewer Line Overdepth (15' to 20')	540	LF	\$ 40.00 \$ 21,600.00
4	40" DCC Roadway	540	LF	\$ 295.00 \$ 159,300.00
5	5" Sidewalk	1,080	LF	\$ 35.00 \$ 37,800.00
6	6" to 12" DCC Roadway	230	LF	\$ 40.00 \$ 9,200.00
7	Partial Roadway Removal / Reconstitution	1	LS	\$ 10,000.00 \$ 10,000.00
Gap Infrastructure Amount TOTAL				\$ 315,825.00
City Fair Share / Oversize Participation				
ITEM	DESCRIPTION	QTY	UNIT	TOTAL
1	50% Water S	1,200	LF	\$ 45.00 \$ 54,000.00
2	50% Sewer S	1,200	LF	\$ 50.00 \$ 60,000.00
3	Water Overdepth (8' to 10')	1,200	LF	\$ 15.00 \$ 18,000.00
4	Sewer Overdepth (8' to 10')	1,200	LF	\$ 10.00 \$ 12,000.00
5	10" Sewer Overdepth (15' to 20')	1,200	LF	\$ 40.00 \$ 48,000.00
6	50% of 37' Roadway	1,200	LF	\$ 125.00 \$ 150,000.00
7	Sidewalk (Northside of Roadway)	1,200	LF	\$ 35.00 \$ 42,000.00
8	Roadway Pavement Section Oversize	1,200	LF	\$ 30.00 \$ 36,000.00
9	Roadway width additional 4' width	1,200	LF	\$ 16.00 \$ 19,200.00
Fair Share / Oversize Participation TOTAL				\$ 498,200.00
TOTAL Development Agreement				\$ 724,565.00



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
September 8, 2026

SUBJECT: Consideration of Approval of the Purchase of 27 NEMA TS2 Traffic Signal Controllers with Software from MoboTrex, LLC, in the Amount of \$155,986.56 Utilizing New Mexico State Price Agreement No. 30-80500-22-16984

DEPT OF ORIGIN: City Manager

DATE SUBMITTED: 8/20/2026

SUBMITTED BY: Todd Randall, Assistant City Manager

Summary:

The Traffic Department is requesting authorization to purchase twenty-seven NEMA TS2 traffic signal controllers with software from MoboTrex, LLC, for a total cost of \$155,986.56. The controllers will be purchased through New Mexico State Price Agreement No. 30-80500-22-16984.

The City's existing traffic signal controllers are 12+ years old, and no longer supported by the manufacturer. Replacement is recommended to improve system reliability, maintain access to technical support and replacement components, and reduce the risk of traffic signal outages caused by aging equipment. Traffic Department staff will provide all equipment and labor necessary to install and program the new controllers; therefore, no separate installation cost is anticipated.

Traffic signal controller electronics typically have a useful service life of approximately twelve to fifteen years. Accordingly, the existing controllers are at or approaching the end of their expected service life.

Fiscal Impact:

Purchase Price: \$155,986.56.
Account No. 001-0412-44901-00159
Budget: \$243,600.00
Available: \$156,940.80

Attachments:

Controller Purchases

Recommendation:

Staff recommends approval of the purchase of twenty-seven NEMA TS2 traffic signal controllers with software from MoboTrex, LLC, in the amount of \$155,986.56, utilizing New Mexico State Price Agreement No. 30-80500-22-16984.

Approved By:

Manny Gomez, City Manager	08/25/2026
Deb Corral, Finance Director	08/25/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	08/25/2026
Manny Gomez, City Manager	08/26/2026

DATE: August 3, 2026

PHONE/FAX NO:

CHECK ONE: STATE CONTRACT / GSA CONTRACT CONTRACT NO. 30-80500-22-16984 EXPIRATION DATE 2/1/2027

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

AWARD TO: MoboTrex, LLC POINT OF CONTACT: John Beale (If new vendor make sure address is on this form)

If lowest price is not recommended, please state why (subject to approval by CPO).

Prepared By: Kyle Gaytan / Todd Randall

Department Approval:

WHITE-CPO PINK-Department



Page 1 of 2

Quotation does not include sales tax. Sales tax will be added at time of invoice unless a valid Sales Tax Exempt certificate has been provided. Sales tax exempt certificate should accompany customer Purchase Order.

Limited Warranty: MoboTrex, LLC only obligations shall be to replace such quantity of the product proven to be defective.

Warranty Period: The length of warranty manufacturers have conveyed to the seller and which can be passed on to the buyer.

Additional terms and conditions apply - See MoboTrex, LLC Terms & Conditions document at our website: www.mobotrex.com.

Thank you for the opportunity to provide this quote.



**State of New Mexico
General Services Department
Purchasing Division**

Price Agreement Amendment

Awarded Vendor:
22 Awarded Vendors

Number: 30-80500-22-16984

Amendment No.: Three

Term: February 2, 2023 - February 1, 2027

Ship To:
New Mexico Department of Transportation Various
Locations

Procurement Specialist: John Moya *JM*

Telephone No.: (505)469-1635

Email: John.Moya@gsd.nm.gov

Invoice:
As Requested

For questions regarding this contract please contact:
Contact: Briana Gutierrez
Email: Briana.gutierrez@dot.nm.gov
Telephone No. (505)623-1767

Title: ITS Equipment, Parts and Supplies and Associated Technical Services

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from February 2, 2026 to February 1, 2027 at the same price, terms and conditions.

Update vendor information for (AN) Iteris, Inc.:

From:

To:

(AN) 000169499	(AZ) 0000135476
Iteris, Inc.	<u>MoboTrex, LLC</u>
P.O. Box 60163	109 W. 55th Street
City of Industry, CA 91716-0163	Davenport, IA 52806
(303) 834-0059	563.323.0009
jbeale@iteris.com	bkatauskas@mobotrex.com

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca

Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 1/15/2026

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
September 8, 2026

SUBJECT: Resolution No. 7828 - Approving a Partial Relinquishment of Ground Leases and Disclaimer of Leasehold Interest with the Economic Development Corporation of Lea County for Lot 8A of the Hobbs Industrial Airpark South Subdivision

DEPT OF ORIGIN: City Manager

DATE SUBMITTED: 8/27/2026

SUBMITTED BY: Todd Randall, Assistant City Manager

Summary:

The City previously approved the sale of approximately 21.75 acres within the Hobbs Industrial Airpark South Subdivision to Mewbourne Oil Company. As required by the Real Estate Purchase Agreement, former Lots 8, 9, 10, and 11 have been replatted and consolidated into Lot 8A.

During title review, First American identified a recorded memorandum of an Economic Development Corporation of Lea County ground lease at Book 1082, Page 602 that may affect portions of the property. A prior partial relinquishment recorded at Book 1973, Page 710 released the EDC leasehold interest from Lots 4–7 but did not include former Lots 8–11.

The proposed Partial Relinquishment of Ground Leases and Disclaimer of Leasehold Interest will release any EDC leasehold, possessory, or related interest affecting Lot 8A. The release applies only to Lot 8A and preserves the ground leases as to property outside the released property.

Approval of the resolution will authorize the Mayor to execute the partial relinquishment and allow staff to finalize and record the document as necessary to clear the title exception and complete the previously authorized sale to Mewbourne Oil Company.

Fiscal Impact:

No additional material expenditure is anticipated. The partial relinquishment does not change the previously approved purchase price of \$1,210,000 or Mewbourne Oil Company's \$4,000 reimbursement to the City for the appraisal, for total anticipated City revenue of \$1,214,000.

The document facilitates closing by clearing the EDC leasehold exception from the property. Closing and recording costs will be handled in accordance with the Real Estate Purchase Agreement.

Attachments:

RESO - EDC PARTIAL RELEASE

EDC - PARTIAL RELINQUISHMENT OF GROUND LEASES

Recommendation:

Motion to approve the resolution.

Approved By:

Manny Gomez, City Manager	08/27/2026
Deb Corral, Finance Director	08/27/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	08/27/2026
Manny Gomez, City Manager	08/31/2026

CITY OF HOBBS
RESOLUTION NO. 7828

**A RESOLUTION APPROVING A PARTIAL RELINQUISHMENT OF GROUND
LEASES AND DISCLAIMER OF LEASEHOLD INTEREST WITH THE
ECONOMIC DEVELOPMENT CORPORATION OF LEA COUNTY FOR LOT 8A
OF THE HOBBS INDUSTRIAL AIRPARK SOUTH SUBDIVISION**

WHEREAS, the City of Hobbs ("City") owns Lot 8A, City of Hobbs Summary Replat of Lots 8-11 of Hobbs Industrial Airpark South Subdivision, consisting of approximately 21.75 acres and recorded in Book 2260, Page 23, Document No. 25780, records of Lea County, New Mexico (the "Property"); and

WHEREAS, the Property is a replat and consolidation of former Lots 8, 9, 10, and 11 of the Hobbs Industrial Airpark South Subdivision; and

WHEREAS, the Governing Body previously authorized the sale of the Property to Mewbourne Oil Company pursuant to Ordinance No. 1170; and

WHEREAS, the City, as lessor, and the Economic Development Corporation of Lea County ("EDC"), as lessee or successor in interest to the original lessee, are parties to ground leases dated August 23, 1973, and May 2, 1983, the latter of which was modified by a lease agreement dated April 2, 2001, notice of which is recorded in Book 1082, Page 602, records of Lea County, New Mexico (collectively, the "Ground Leases"); and

WHEREAS, the Ground Leases or their incorporated exhibits may affect portions of the Property, and a partial relinquishment is necessary to clear EDC's leasehold and possessory interests from the Property and complete the authorized sale; and

WHEREAS, the proposed Partial Relinquishment of Ground Leases and Disclaimer of Leasehold Interest terminates and releases the Ground Leases only as to the Property and preserves the Ground Leases as to property outside the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Partial Relinquishment of Ground Leases and Disclaimer of Leasehold Interest between the City and EDC, substantially in the form attached as Exhibit A, is approved; the Mayor is authorized to execute the Partial

Relinquishment on behalf of the City; and the City Manager, City Clerk, and City Attorney are authorized to take the administrative actions and execute any ancillary documents reasonably necessary to finalize and record the Partial Relinquishment and complete the previously authorized sale, provided that any revisions are nonmaterial and approved as to form by the City Attorney.

PASSED, APPROVED, AND ADOPTED this 8th day of September, 2026.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

PARTIAL RELINQUISHMENT OF GROUND LEASES AND DISCLAIMER OF LEASEHOLD INTEREST

THIS PARTIAL RELINQUISHMENT OF GROUND LEASES AND DISCLAIMER OF LEASEHOLD INTEREST (this "Leasehold Relinquishment") is entered into between the ECONOMIC DEVELOPMENT CORPORATION OF LEA COUNTY, a New Mexico nonprofit corporation (the "EDC"), and the CITY OF HOBBS, NEW MEXICO, a New Mexico municipal corporation (the "City"), with regard to certain leases described below.

The City, as lessor, has made and executed the following ground leases with EDC as lessee (collectively, the "Ground Leases"):

Lease #1: that certain Lease dated August 23, 1973 (the "1973 Ground Lease") by and between the City, as ground lessor, and the Industrial Development Corporation of Lea County, predecessor in interest to EDC, as ground lessee.

Lease #2: that certain Lease dated May 2, 1983, as modified by that certain lease agreement dated April 2, 2001, notice of which is recorded in Book 1082, Page 602 of the records of Lea County, New Mexico (the "1983 Ground Lease"), by and between the City, as ground lessor, and EDC, as ground lessee.

To further the public purpose of economic development, the City intends to sell the property described below to Mewbourne Oil Company. The City has requested this Leasehold Relinquishment by EDC of its leasehold rights and any other rights EDC may have in the following described lands located in Lea County, New Mexico, together with any and all improvements located thereon (the "Released Property"):

**Lot 8A, City of Hobbs Summary Replat of Lots 8-11 of Hobbs Industrial
Airpark South Subdivision, City of Hobbs, Lea County, New Mexico, as
shown on the plat filed August 12, 2026, in Book 2260, Page 23, Document
No. 25780, records of Lea County, New Mexico, being a replat and
consolidation of former Lots 8, 9, 10, and 11 shown on the plat recorded
in Book 1745, Page 707, corresponding to Plat Cabinet D, Slide 67,
records of Lea County, New Mexico, and as more particularly described
on Exhibit 1 attached hereto.**

The Released Property includes all of Lot 8A and any part or portion of former Lots 8, 9, 10, and 11 that may be described or depicted in the Ground Leases or any exhibit incorporated into the Ground Leases, whether or not such overlap is apparent from the descriptions or exhibits incorporated therein.

Further, in connection with the proposed sale of the Released Property, the City and EDC expressly declare and agree as follows:

1. Partial Termination of the Ground Leases. EDC and the City hereby agree that, with respect to the Released Property, the Ground Leases and any other ground lease, contract, license, or other agreement between EDC and the City are terminated and are null and void and

of no further force and effect from and after the effective date of this Leasehold Relinquishment. Neither party has any further obligations or liabilities under the Ground Leases with respect to the Released Property. This Leasehold Relinquishment constitutes a termination of EDC's leasehold interest in the Released Property and all associated rights therein.

2. Release and Disclaimer. EDC hereby remises, releases, relinquishes, quitclaims, and forever disclaims in favor of the City any and all right, title, claim, leasehold interest, possessory interest, easement, license, option, or other interest that EDC may have in or to the Released Property. EDC further releases the City from any claims arising from or relating to the City's ownership, possession, sale, or conveyance of the Released Property to Mewbourne Oil Company.

3. Ratification. EDC and the City acknowledge and agree that, except for the termination of the Ground Leases with respect to the Released Property as set forth above, the Ground Leases remain in full force and effect and enforceable according to their respective terms as to all property outside the Released Property.

4. Authority; Further Assurances. Each party represents that the person signing this Leasehold Relinquishment on its behalf is duly authorized to do so. The parties shall execute any reasonable additional document requested by the title insurer solely to confirm the release of EDC's interests in the Released Property.

Executed on the dates set forth below to be effective as of **September 9th, 2026**.

**ECONOMIC DEVELOPMENT
CORPORATION OF LEA COUNTY,**
a New Mexico nonprofit corporation

CITY OF HOBBS, NEW MEXICO,
a New Mexico municipal corporation

By: _____
Name: Jennifer Grassham
Title: President & CEO

By: _____
Name: Jonathan Sena
Title: Mayor

STATE OF NEW MEXICO

COUNTY OF LEA

This instrument was acknowledged before me on _____, 20____, by _____, as President & CEO of the Economic Development Corporation of Lea County, a New Mexico nonprofit corporation, on behalf of said entity.

Notary Public

My Commission Expires: _____

STATE OF NEW MEXICO

COUNTY OF LEA

This instrument was acknowledged before me on _____, 20____, by _____, as Mayor of the City of Hobbs, New Mexico, a New Mexico municipal corporation, on behalf of said entity.

Notary Public

My Commission Expires: _____

EXHIBIT 1
RELEASED PROPERTY

The Released Property is situated in Lea County, New Mexico, and is described as follows:

**Lot 8A, City of Hobbs Summary Replat of Lots 8-11 of Hobbs Industrial
Airpark South Subdivision, City of Hobbs, Lea County, New Mexico, as
shown on the plat filed August 12, 2026, in Book 2260, Page 23,
Document No. 25780, records of Lea County, New Mexico, being a
replat and consolidation of former Lots 8, 9, 10, and 11 shown on the
plat recorded in Book 1745, Page 707, corresponding to Plat Cabinet D,
Slide 67, records of Lea County, New Mexico.**

This description is intended to release all of EDC's interests within the boundaries of Lot 8A, including any portion of former Lots 8, 9, 10, and 11 that may be included within the property described or depicted in the Ground Leases or any exhibit incorporated into the Ground Leases.

CITY OF HOBBS SUMMARY REPLAT OF LOTS 8-11 OF HOBBS INDUSTRIAL AIRPARK SOUTH SUBDIVISION LOCATED IN THE SE/4 OF SECTION 12, T18S, R37E AND THE SW/4 OF SECTION 7, T18S, R38E, N.M.P.M., CITY OF HOBBS, LEA COUNTY, NEW MEXICO

PETTIGREW & ASSOCIATES PA
 ENGINEERING | SURVEYING | CONSTRUCTION SERVICES
 DEFINING QUALITY SINCE 1965
 100 E. Ravello Drive
 Suite 100
 Hobbs, NM 88404
 P 505.553.1543
 pettigrew.com

PROJECT SURVEYOR:
 Richard L. Malliken
 DRAWN BY:
 K. Bolivar, C. Ortiz

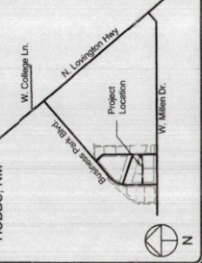


INDEXING INFORMATION
 FOR COUNTY CLERK

OWNER:
 City of Hobbs

LOCATION:
 SE/4 OF SEC 12, T18S, R37E AND THE
 SW/4 OF SEC 7, T18S, R38E, N.M.P.M.,
 CITY OF HOBBS, LEA COUNTY,
 NEW MEXICO

HOBBS, NM



VICINITY MAP
 N.T.S.

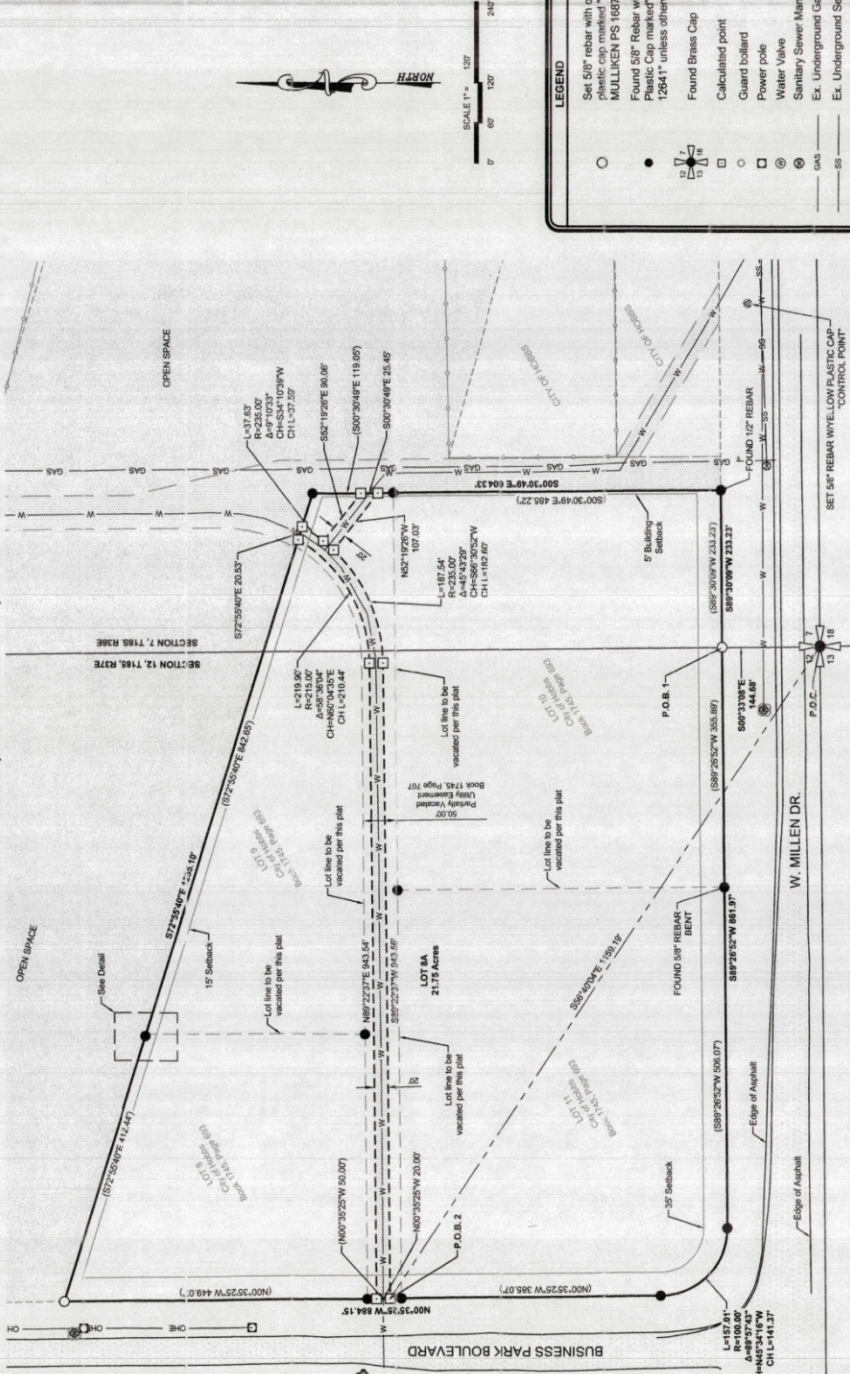
State of New Mexico, County of
 Lea County, NM
 I hereby certify that this instrument was filed for
 record on:

Lea County, NM
 County Clerk
 Doc No. 25789
 Filed 08/12/2025 03:52 PM
 Page 1 of 2
 By: [Signature]

Summary Subdivision RePlat
 OF
 Lots 8-11 of
 HIAP Subdivision
 FOR
 Mawbourne Oil Company

PROJECT NUMBER:
 2025.1221

SHEET:
 1 of 2
 SU - 101



AREA TABLE

LOT 8	3.480
LOT 9	5.000
LOT 10	6.560
LOT 11	6.700
TOTAL ACRES	21.750

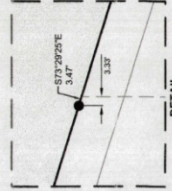
BASIS OF BEARING
 The basis of bearing for this survey is Grid North based on the New Mexico State Plane Coordinates System, East Zone, as determined by GPS/GNSS observations. Ground coordinates were obtained by applying a combined grid to ground scale factor of 1.0001136229 at control point located at N20°39'16.603711°W 106°03'38.987307°E. True North can be obtained by applying a convergence angle of 0°30'57" at this point.

SURVEY NOTES:

1. Boundary shown is per Hobbs Industrial Airpark South Subdivision Plat recorded in Lea County Records as Book 1745, Page 707.
2. The purpose of this plat is to combine Lots 8, 9, 10 and 11 into one single parcel and vacate a portion of a utility easement per Hobbs Industrial Airpark South Subdivision Plat recorded in Lea County Records as Book 1745, Page 707.

LEGEND

- Set 5/8" rebar with orange plastic cap marked "R2 MULLIKEN PS 16873"
- Found 5/8" Rebar with Yellow Plastic Cap marked "JNSC PS 12841" unless otherwise noted
- Found Brass Cap
- Calculated point
- Guard bollard
- Power pole
- Water Valve
- Sanitary Sewer Manhole
- Ex. Underground Gas Line
- Ex. Underground Sewer Line
- Ex. Underground Water Line
- Adjacent Lot line
- Lot line to be vacated per this plat
- Section line
- Property line
- Fence
- Proposed Waterline Easement
- Existing Easement
- Open Space per Plat recorded in BK 1745, Pg 707
- Measured bearing and distance
 XXXXXX° XX.XX"
 (XX°XX'XX" XX.XX")
- Record bearing and distance
 (XX°XX'XX" XX.XX")



DETAIL
 1" = 30'



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
September 8, 2026

SUBJECT: Resolution 7829 - Authorizing the Mayor to Approve Submission of a Grant with the New Mexico Department of Cultural Affairs Fund 89200 Appropriation Project

DEPT OF ORIGIN: Library

DATE SUBMITTED: 8/6/2026

SUBMITTED BY: Nichole Lawless, Library Director

Summary:

The City of Hobbs was awarded State General Obligation Funds (GO Bond) from the Department of Cultural Affairs, New Mexico State Library Division in the amount of \$140,322.01, with no matching funds required. If accepted, the grant funds will be used by the Hobbs Public Library for equipment, library furniture, fixtures, information technology projects and supplemental library resource acquisitions, including print, non-print and electronic resources. The grant requires a resolution of acceptance. The reversion date of the grant is June 30, 2029.

Fiscal Impact:

The grant revenue funds will be budgeted in fiscal year final budget for 2027 and 2028 with corresponding expenditure.

Attachments:

Resolution 2024 GO Bond
2024_GO_Bond_Funding_Agrmnt_for_Hobbs_Public_

Recommendation:

Approve the grant agreement

Approved By:

Nichole Lawless, Library Director	08/06/2026
Deb Corral, Finance Director	08/06/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	08/25/2026
Manny Gomez, City Manager	08/31/2026

CITY OF HOBBS

RESOLUTION NO. 7829

A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE
SUBMISSION OF A GRANT APPLICATION WITH THE
NEW MEXICO DEPARTMENT OF CULTURAL AFFAIRS FUND 89200
APPROPRIATION PROJECT

WHEREAS, the Hobbs Public Library is eligible to participate in the 2024 New Mexico Department of Cultural Affairs Fund 89200 Appropriation Project; and

WHEREAS, the projects for this grant must be used for library equipment, furniture, fixtures, technology projects or library resources including print and non-print resources, during the FY 2027 and FY 2028; and

WHEREAS, these funds will be reimbursed up to \$140,322.01 provided Library materials budget is not reduced as a result of receipt of bond program funds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to execute on behalf of the City of Hobbs a Grant Application with the New Mexico Department of Cultural Affairs Fund 89200 Appropriation Project.

PASSED, APPROVED AND ADOPTED this 8th day of September, 2026.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
FUND 89200 APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the **State of New Mexico, Department of Cultural Affairs, New Mexico State Library Division**, (“**Department**”) or abbreviation such as “**NMSL**”, 1209 Camino Carlos Rey, Santa Fe, NM 87507, and **Hobbs, City of** (“**Grantee**”) on behalf of the **Hobbs Public Library**, (individually “**Party**” and collectively “**Parties**”). This Agreement shall be effective as of the date the Department executes it (“**Effective Date**”).

WITNESSETH

WHEREAS, in the Laws of 2024, Chapter 64, Section 10, Paragraph B(1)(a), the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, NMSA 1978, Section 18-2-4 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law, and NMSA 1978, Section 18-2-4(B) directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system;

WHEREAS, the state librarian promulgated administrative rules to govern the distribution of general obligation bonds, which are compiled as section 4.5.8 NMAC;

WHEREAS, the Grantee on behalf of a library, that is eligible for receipt of such funds because it is a local public library, as defined under section 4.5.8 NMAC that has filed an approved annual report with the Department;

WHEREAS, the Department determined the amount of the Allocation based on the criteria described in Rule 4.5.8.8 NMAC (“Distribution of Funds”); and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement.

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION DATE

- A. Project No. A24-I5398 (“**Project**”), 30-JUN-2029 (“**Reversion Date**”). Laws of 2024, Chapter 64, Section 10, Paragraph B(1)(a), Six Million Dollars and Zero Cents (\$6,000,000.00), for equipment, library furniture, fixtures and supplemental library

resource acquisitions, including print, non-print and electronic resources, collaborative library resources and information technology projects, and for the purchase and installation of broadband internet equipment and infrastructure at non-tribal public libraries statewide.

The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

- B. Grantee's total reimbursements shall not exceed **One Hundred Forty Thousand Three Hundred Twenty Two Dollars and One Cent** **\$140,322.01** ("Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount"), if applicable, Zero Dollars (\$0.00), which equals insert the appropriation amount minus the AIPP amount in words and dollars ("Adjusted Appropriation Amount").
- C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description.**"

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by issuing a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:
- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I(B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third-Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision

- of services, including professional services, or the purchase of tangible personal property and real property for the Project (“**Third Party Obligations**”); and
 - d. Grantee’s submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. if no oversight entity is required to approve the transaction, the Department of Finance and Administration’s Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee’s submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department’s issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third-Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third-Party Obligation that only obligates the Department to reimburse Grantee’s expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.
- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed

in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

- A. The Grantee designates the Library Director and Fiscal Officer identified in the most recent grant application or other documentation provided to the NMSL as the Points of Contact for all matters related to this Agreement. The Grantee shall notify the NMSL in writing within ten (10) business days of any changes to these representatives or their contact information during the term of this Agreement.
- B. The Department designates the person(s) listed below, or their successors, as the Points of Contact for matters related to this Agreement.
 - a. Department: New Mexico State Library
 - i. Name: Carmelita Aragon
 - ii. Title: Library Development Services Bureau Chief
 - iii. Address: 1209 Camino Carlos Rey, Santa Fe, NM 87507
 - iv. Email: Carmelita.Aragon@dca.nm.gov
 - v. Telephone: 505-476-9740

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
 - a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
 - a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.
- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
 - a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of

the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
 - a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.
- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.
 - a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
 - b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
 - c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter. Quarterly reports shall be in the form required by Exhibit C, attached hereto and incorporated herein by reference.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

- A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:
 - a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.

- ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
 - b. Obligated but unpaid invoices received by Grantee from third-party contractors or vendors may be reimbursed if the invoices comply with the provisions of this Agreement.
 - i. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
 - ii. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - iii. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.
- B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.
- C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:
- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
 - b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date; or
 - c. **Ninety (90) days from the Reversion Date.**
- D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.
- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

- A. The following general conditions and restrictions shall apply to the Project:

- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
- d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Département's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restrictions, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so

throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department, in writing, of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency or body in connection with the awarding of any Third-Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all the following remedies:

- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
- b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
- c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

- D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:
- a. “The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico (“**Legislature**”) for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, **Hobbs, City of** and **Hobbs Public Library** may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. **Hobbs, City of** and **Hobbs Public Library** decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the **Hobbs, City of** and **Hobbs Public Library** or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **Hobbs, City of** and **Hobbs Public Library** or the State Department of Finance and Administration.”

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:
- a. “This contract is funded in whole or in part by funds made available by the State of New Mexico (“**State**”). Should the State terminate its Agreement with **Hobbs, City of** and **Hobbs Public Library**, **Hobbs, City of** and **Hobbs Public Library** may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, **Hobbs, City of** and **Hobbs Public Library** only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date.”

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
- a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 - c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
 - d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.
- B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:
- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 - b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 - c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
 - d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

- A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.
- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
 - iii. The SBOF may in the future impose further or different conditions upon the Project;
 - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
 - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
 - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

- B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.
 - a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.
- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.
- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.
 - a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
 - b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
 - c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policymaking, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.
 - a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

- S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

GRANTEE

Signature of Official with Authority to Bind Grantee

Print Name and Title of Official with Authority to Bind Grantee

Date

DEPARTMENT OF CULTURAL AFFAIRS

Debra Garcia y Griego, Cabinet Secretary

Date

Greg Geisler, Division Director, CFO, Administration
Services Division

Date

Max DeAzevedo, General Counsel

Date

Eli Guinee, State Librarian

Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT A**

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit B

I. Grantee Information

(Must match your DFA Substitute W-9 Form)

A. Grantee:

B. Address:

(Complete Mailing, including Suite, if applicable)

City, State, Zip

C. Contact Name/Phone #:

D. Grant No:

E. Project Title:

F. Grant Expiration Date:

II. Payment Computation

A. Payment Request No.

B. Grant Amount:

C. AIPP Amount (If Applicable) :

D. Funds Requested to Date:

E. Amount Requested this Payment:

F. Reversion Amount (if applicable) :

G. Grant Balance:

H. ☐ Final Request for Payment (if applicable)

III. Fiscal Year :

2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐

I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐

I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐

I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date:

Date:

(State Agency Use Only)

Vendor Code: _

Fund No.: _____

PO # _____

Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer

Date

Division Grant Manager

Date

EXHIBIT C
Quarterly Reports Form and Certification

**OPTIONAL EXHIBIT D
SPECIAL CONDITIONS**

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit D** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY [20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits - Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for ensuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management - policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

Administrative code is subject to change. Please always check for the most up-to-date version online.

GO BONDS

TITLE 4 CULTURAL RESOURCES

CHAPTER 5 STATE LIBRARY

PART 8 DISTRIBUTION OF GENERAL OBLIGATION STATE OF NEW MEXICO BOND FUNDS TO PUBLIC LIBRARIES

4.5.8.1 ISSUING AGENCY: Cultural Affairs Department - State Library Division.
[4.5.8.1 NMAC - N, 2/14/2008]

4.5.8.2 SCOPE: Local public libraries.
[4.5.8.2 NMAC - N, 2/14/2008]

4.5.8.3 STATUTORY AUTHORITY: Section 18-2-4 I NMSA 1978 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Section 18-2-4 B NMSA 1978 directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system.
[4.5.8.3 NMAC - N, 2/14/2008]

4.5.8.4 DURATION: Permanent.
[4.5.8.4 NMAC - N, 2/14/2008]

4.5.8.5 EFFECTIVE DATE: February 14, 2008 unless a later date is cited at the end of a section.
[4.5.8.5 NMAC - N, 2/14/2008]

4.5.8.6 OBJECTIVE: The objective of this rule is to describe the state of New Mexico general obligation bond funds distribution to public libraries program (hereinafter “the library bond program”) and to establish criteria and procedures for distribution of the funds. The purpose of the library bond program is to provide supplemental funds for library resources when such funds are approved by the legislature and the voters in statewide elections. The library bond program funds library resources and equipment for public libraries statewide, including the rural library services of the state library.
[4.5.8.6 NMAC - N, 2/14/2008]

4.5.8.7 DEFINITIONS:

A. “Annual report” means the report required annually by the state library from a public library.

B. “Authorized expenditure period” means the period from when a purchase order is approved by the cultural affairs department until ninety (90) days prior to the ending date specified in the authorizing legislation.

C. “Basic public library services” means services provided by a local public library that include circulating library collections, basic reference service, and educational programs.

D. “Equipment” means computers, software and related peripherals; servers; thin client terminals; networks, including wireless networks; telecommunications; automation systems; and other equipment used to assist in meeting the information needs of a library’s clients.

E. “Fiscal year” means July 1 through June 30.

F. “Legal service area” means the geographic area for which a public library has been established to offer services and from which the library derives income. This includes the entire service area of the local public library or library system and does not include merely the general service area of any one branch. The most recent U.S. census determines the population of the legal service area if the population figures are given separately for that area. If the census does not have a discreet population figure for the legal service area, then the state library and the library whose population is at issue shall work together to arrive at a mutually

acceptable population figure. If this is not possible, the state library in its sole discretion shall determine the population for the library's legal service area.

G. "Library resources" means library holdings intended for public use and the tools required to make the resources usable by the public. Library resources can include books, videos, DVDs, sound recordings, electronic and digital media, and information materials accessed via the internet.

H. "Library system" means the agency that is legally established to provide public library service to the legal service area population. A library system may have a single outlet or more than one outlet.

I. "Local funding authority" means local or sovereign governments recognized by the department of finance and administration.

J. "Local public library" means a New Mexico organization that offers basic public library services within its legal service area and is open to the public at least fifteen (15) hours per week and a minimum of two (2) days each week.

K. "Rural library services" means those services provided by the state library to persons in the state who do not have access to a local public library. These services include bookmobiles and the books-by-mail service.

L. "Supplemental funds" means funds that are provided from sources other than the regular library budget derived from the local funding authority. Supplemental funds are not intended to replace any part, or all, of the library's regular budget.

[4.5.8.7 NMAC - N, 2/14/2008]

4.5.8.8 DISTRIBUTION OF FUNDS: Money from the library bond program shall be distributed in the following manner:

A. Notification: When the library bond program funds are approved by the voters, the state library shall send a letter of notification and acceptance agreement to all public libraries informing them of their eligibility to receive the funds and the amount of funds they are eligible to receive. The agreement must be signed and returned to the state library one-hundred twenty (120) days before the start of the authorized expenditure period. Libraries that do not return the signed agreement within the required time period shall not be eligible to receive funds. Upon receipt of the agreements, the state library shall calculate the final allocation and the libraries shall be notified of any changes within ninety (90) days before the authorized expenditure period.

B. Allocation: The amount allocated to eligible public libraries is dependent upon the amount of bond funds approved by the state legislature and approved by the voters in a bond election. The state library may publish and make publicly available a list showing the bond fund allocations for each eligible library.

C. Criteria for allocation of funds: The state librarian shall establish the amount of funds to be allocated to each eligible library system using the following criteria.

(1) Library shall be a local public library.

(2) Library shall have filed an approved annual report with the state library.

(3) Library shall return a signed agreement accepting the funds and agreeing to abide by the terms and conditions of this rule.

(4) Non-profit libraries shall have an agreement with a local funding authority to act as their fiscal agent for these funds.

(5) The library's and the local funding authority's accounting records shall be sufficient to document expenditures of library bond program money. At the sole discretion of the state library, such records may be audited annually or as needed by the state library or its designated representative.

(6) County population and the library's legal service area shall be used to determine the amount of library bond program funds that shall be allocated to each eligible library.

D. Distribution of funds: Money from the library bond program funds shall be distributed in the following order:

(1) library system allocation: each eligible local public library system, including rural library services facilities, shall receive a fixed allocation dependent upon the total library bond funds available;

(2) per capita allocation: remaining library bond funds shall be distributed to each county on a per capita basis using the latest U.S. census bureau estimates, as follows: (a) each library shall receive funds based upon the legal service area population and proportional credit for the unassigned population in each county; and,

(b) local public libraries that are the only local public library in their county shall receive the entire per capita allocation for the county.

E. Maintenance of effort:

(1) Library's book or materials budget shall not be reduced by the local funding authority as a result of eligibility for library bond program funds.

(2) Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds in the next library bond program.

[4.5.8.8 NMAC - N, 2/14/2008]

4.5.8.9 SOURCE OF FUNDS: The state legislature is the sole authority for authorizing bond funding to support acquisition of library resources and equipment, including authorizing the placement of general obligation bonds on an election ballot. These library bond program funds must be approved by the voters before they are made available to libraries.

[4.5.8.9 NMAC - N, 2/14/2008]

4.5.8.10 LIMITATION ON FUNDS:

A. Library bond program funds may be approved by the state legislature only during legislative sessions convened in even numbered years. The amount of bond funds received for distribution by the state library may vary depending on the amounts approved by the state legislature and subsequently approved by the voters.

B. Notwithstanding language elsewhere in this rule, the state library may, in its sole discretion, alter the distribution amounts to reflect the actual amount of approved bond funds.

C. Funds shall be expended in the fiscal year in which they are made available, unless otherwise stated in the authorizing legislation.

[4.5.8.10 NMAC - N, 2/14/2008]

4.5.8.11 ADMINISTRATION OF FUNDS:

A. The state library shall administer the library bond program.

B. Allocated funds shall be sent on a reimbursement basis from the state library by check or electronic fund transfers to the library or local funding authority. Libraries must submit a reimbursement request form and expenditure documentation receipts for eligible expenditures prior to being reimbursed. Upon verification of the expenditure documentation receipts, the state library shall approve reimbursement.

C. Reimbursements shall be submitted in the fiscal year in which the funds were expended.

D. All requests for reimbursement shall be submitted within the authorized expenditure period.

[4.5.8.11 NMAC - N, 2/14/2008]

4.5.8.12 APPEALS:

A. In the event that library bond program funds are denied to a local library under the provisions of Subsection E of 4.5.8.8 NMAC, an appeal may be made by the local library or the local funding authority.

B. Such appeal shall be made in writing to the state librarian within ten (10) days of notification of denial of funds. The appeal should state all facts and conditions relating to the appeal.

C. The appeal shall be considered and ruled upon by the state library commission at its next regularly scheduled meeting.

[4.5.8.12 NMAC - N, 2/14/2008]

HISTORY OF 4.5.8 NMAC: [RESERVED]

State General Obligation (GO) Bond Expenditures Guidance Sheet

The 4.5.8 New Mexico Administrative Code (NMAC) governs the GO Bond distribution to Public Libraries program. GO Bond funds are intended to supplement library collections and resources and are not intended to replace any part, or all, of a library's regular operating budget or local financial support.

Under the maintenance of effort requirements in 4.5.8 NMAC, a library's book or materials budget may not be reduced by the local funding authority because the library receives GO Bond funds. If this occurs, the library will be ineligible to receive funding in the next GO Bond cycle. Receipt of GO Bond funds does not relieve the local funding authority of its responsibility to maintain financial support for the library.

Because GO Bonds are state monies, purchases made with GO Bond funds may not be counted toward the library's required local matching funds under 4.5.2 NMAC for State Grants-in-Aid eligibility.

This is not an exhaustive list of allowable and non-allowable expenditures. The New Mexico State Library (NMSL) cannot guarantee that an expenditure will be reimbursed unless the library follows the Notice of Obligation (NOO) process prior to making a purchase. If you have questions about a proposed expenditure, contact the Library Development Bureau prior to making the purchase, SL.Development@dca.nm.gov

Allowable Expenditures – State GO Bond funds **can** be used for:

- Library Collections
 - Items traditionally available at the library and intended for public use, such as books, e-books, audiobooks, DVDs, CDs, electronic and digital media, licensed databases (e.g., ancestry.com, mango languages), etc.
 - Processing materials, e.g., spine labels, barcodes, and other such items.
 - Non-traditional circulating/educational items may also be allowable, e.g., board games, sewing machines, cake pans, cookie cutters, etc. Such items must be in the library's catalog and accessible to patrons for checkout.
- Library Equipment
 - Technological and mechanical items that are used to deliver library services, including computers, software and related peripherals (e.g., printers, scanners, wireless routers), as well as security equipment, servers, thin client terminals, and network infrastructure (including wireless and telecommunications), automation systems, broadband internet equipment and installation, and other technology used to support patron access to information.
- Furniture
 - Movable items that support the use and functionality of the library space *for patrons*, including desks, chairs, tables, shelving, and similar furnishings.
- Fixtures
 - Items permanently attached to the library that become part of the building and support or improve the use and functionality of the space, including wall or ceiling mounted lighting, window coverings, security gates or theft detection systems, fixed study carrels attached to walls or floors, and similar fixtures.

See page 2 for Non-Allowable Expenditures

Non-Allowable Expenditures – State GO Bond funds **cannot** be used for:

- Library staff salaries or professional development.
- Administrative expenses or indirect costs such as budgeting, accounting, financial management, data processing, legal services, product warranties, service contracts, or maintenance contracts.
- Library programming supplies, e.g., craft materials, office supplies such as copy paper, folders, glue, etc.
- Food, giveaways, incentives, or prizes, library decorations, library staff furniture, recreational rentals/purchases (e.g., bouncy houses, party supplies), or similar items.
- Any expenditures that do not directly support the information needs of library patrons or aren't associated with the delivery of basic library services. This includes, but is not limited to, the cost of parties, receptions, fund-raising events, other social functions, library building maintenance, library building insurance, cleaning supplies and equipment (e.g., vacuums, mops, brooms, trash cans, etc.), toilet paper, paper towels, interior/exterior paint, or similar expenditures.
- Capital improvements and construction.



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
September 8, 2026

SUBJECT: Resolution No. 7830 - Authorizing and Approving Submission of a Completed Application for Financial Assistance to the New Mexico Finance Authority Water Trust Board for Fiscal Year 2027

DEPT OF ORIGIN: Utilities

DATE SUBMITTED: 8/27/2026

SUBMITTED BY: Anthony Henry, Utilities Director

Summary:

The Utilities Department requests consideration and approval of a resolution authorizing submission of three design only applications to the New Mexico Finance Authority Water Trust Board (WTB) for the FY2027 cycle. The WTB's 2027 Design Only program provides 100% grant funding with no match requirement for eligible water and wastewater projects, and the recent NMFA training outlined the application timeline, planning document standards, regulatory compliance expectations, and readiness criteria. The City's proposed projects, the Seminole Highway Waterline design, HIAP groundwater well design, and Joe Harvey Boulevard 12 inch gravity sewer design, each have completed planning documents, secured easements, and meet all WTB eligibility requirements. Approval of this resolution will allow the City to submit the applications through EnABLE and position these projects for future construction funding.

Fiscal Impact:

Project	Application Amount	Budget
Seminole Highway Waterline Design	\$573,100	Fund 61
HIAP Groundwater Well Design	\$536,300	Fund 61
Joe Harvey Boulevard 12 inch Gravity Sewer Design	\$198,400	Fund 62

Additional revenue will need to be budgeted in a future BAR request if grant funding is awarded.

Attachments:

WTB RESO FY27

Recommendation:

Approve the resolution authorizing the submission of a grant application for engineering design funding to the New Mexico Water Trust Board under the 2027 Water Project Fund funding cycle.

Approved By:

Anthony Henry, Utilities Director 08/27/2026

Deb Corral, Finance Director 08/27/2026

Medjine Desrosiers-Douyon, Deputy City Attorney 08/28/2026

CITY OF HOBBS

RESOLUTION NO. 7830

AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED
APPLICATION FOR FINANCIAL ASSISTANCE TO THE NEW MEXICO FINANCE
AUTHORITY WATER TRUST BOARD FOR FISCAL YEAR 2027

WHEREAS, the Water Trust Board (“WTB”) has instituted a program for financing of projects and has developed an application procedure whereby the CITY OF HOBBS, NM may submit an application (“Application”) for financial assistance from the WTB for the engineering design of public projects; and

WHEREAS, the CITY OF HOBBS intends to undertake a project to improve the CITY OF HOBBS, NM infrastructure for the water & sewer systems; and

WHEREAS, the CITY OF HOBBS is eligible to apply for funding from the New Mexico Water Trust Board.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF HOBBS, NM, that the filing of applications to the New Mexico Water Trust Board for engineering design funding under the 2027 Water Project Fund funding cycle is hereby authorized. The project designated to apply for funding includes, but is not limited to the following:

1. The engineering design of approximately 7,900 LF of a new 16-inch water line and related appurtenances. The alignment will follow E Seminole Highway, connecting to an existing 12-inch water line just north of E Bender Boulevard and to another existing 10-inchline on E Sanger St. The purpose of this project is to improve connectivity to a new planned Seminole EST and support growth along Seminole Highway.
2. The engineering design of new groundwater wells to be installed every year over the next 5 years. The first recommended project is a new 2.6 MGD groundwater well to supply the existing Hydro Booster Pump Station. The purpose of this project is to supply sufficient capacity to the Hydro Facility allowing utilization of existing pumping capacity to meet anticipated growth demands.
3. The engineering design of approximately 2500 LF of new 12-inch gravity sewer and related appurtenances along Joe Harvey Blvd to replace and undersized 8-inch line, preventing surcharging and providing adequate capacity for short term needs and anticipated upstream growth.

BE IT FURTHER RESOLVED, The MAYOR is hereby designated as the CITY OF HOBBS, NM representative to act on behalf of these applications.

PASSED, ADOPTED AND APPROVED this 8th day of September 2026.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
September 8, 2026

SUBJECT: Consideration of Approval to Purchase Various Sized Metron Smart Water Meters with Digital Verizon Cellular Registers from Water Meters of New Mexico Through State Pricing Agreement 50-00000-24-00019.

DEPT OF ORIGIN: Utilities

DATE SUBMITTED: 7/27/2026

SUBMITTED BY: Todd Ray, Utilities Superintendent

Summary: The City of Hobbs Utilities Department is currently completing a major infrastructure modernization initiative by upgrading its water metering system to advanced smart meter technology. This project leverages Verizon cellular networks to provide a more efficient and reliable system. We have successfully installed approximately 14,500 meters to date, leaving approximately 740 meters remaining for replacement. This final procurement, combined with our current inventory, provides the necessary stock to successfully complete the project.

The transition from traditional meters to the Metron system offers significant advantages for both the City and its customers:

- **Improved Accuracy and Efficiency:** The new smart meters provide real-time, minute-by-minute water usage data, eliminating the inaccuracies and labor costs associated with manual readings.
- **Proactive Leak Detection:** The system includes advanced analytics that monitor flow patterns and instantly send alerts for potential leaks or unusual usage, allowing for immediate action to prevent water waste and property damage.
- **Enhanced Customer Service and Transparency:** Residents can monitor their own consumption data through an online portal or mobile app, ensuring billing transparency and empowering them to make informed decisions about water conservation.
- **Operational Savings:** By automating data collection and reducing non-revenue water loss, the department can reallocate staff resources to other critical infrastructure needs and maintenance tasks.

This upgrade represents a strategic investment in the city's long-term sustainability, aiming to optimize water distribution, transparency, reduce costs, and enhance overall system resilience.

Fiscal Impact:

Budget Line

61-4061-44901-00091

Budget Available	\$ 1,264,750.00
Purchasing Cost	\$ 565,780.00
Shipping Cost	\$ 7,000.00
Total Purchase	\$ 572,780.00
State Pricing Agreement Number	50-00000-24-00019

Attachments:

Water Meter Price Quote
State Pricing Agreement - Cold Water Meters
Meters, Registers, and Installation by Fiscal Yr

Recommendation:

Consideration and approval of the purchase of various sized Metron Water Meters with digital Verizon cellular registers with Water Meters of New Mexico through the State Pricing Agreement 50-00000-24-00019.

Approved By:

Anthony Henry, Utilities Director	08/27/2026
Deb Corral, Finance Director	08/27/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	08/28/2026
Manny Gomez, City Manager	08/31/2026

Water Meters of New Mexico, LLC

Attention: Brant Jones
589 Gavilan Canyon Road
Ruidoso, NM 88345

505-238-8012

Quotation

Date	Estimate #
7/8/2026	1013

Name / Address

City of Hobbs
Joint Utility Warehouse
Attention: Todd Ray
1301 S. 5th
Hobbs, NM 88240

Project

Item	Description	Qty	Rate	Total
Hobbs--S-30--5/8"x 3...	S-30 Metron Farnier Single Jet Meter, VNLTE, residential size, 3/4 x 5/8", w/ external antenna	250	455.00	113,750.00
Hobbs--1" Metron S-50	Hobbs--Spectrum-50--1" meter with Verizon digital register LTE--PROGRAM TO TRANSMIT SINGLE GALLONS	400	595.00	238,000.00
Hobbs--2" Metron S-1...	Hobbs--2" Metron S-130-with VNLTE register and 12' paddle antenna--PROGRAM REGISTER TO TRANSMIT SINGLE GALLONS	120	1,295.00	155,400.00
Hobbs--3" Metron S-1...	Hobbs--3" Spectrum 175--Standard Flow Capacity--Verizon Register LTE--PROGRAM TO TRANSMIT 1000 GALLONS	6	1,695.00	10,170.00
Hobbs--4"--Spectrum ...	Hobbs--4" Spectrum 500 Standard Flow--with VNLTE 10 year prepaid Cellular--PROGRAM TO TRANSMIT IN 1000 GALLONS--14" lay length	8	3,495.00	27,960.00
Hobbs--6" S-1000	Hobbs--6" S-1000 With VNLTE Register	5	4,100.00	20,500.00
State Of NM Price Ag...	Hobbs-Statewide Price Agreement #50-00000-24-00019 -----page 16		0.00	0.00
Shipping	Shipping	1	7,000.00	7,000.00

Total

\$572,780.00



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:

(AB) 0000134320

Core & Main LP

PO Box 23880

St. Louis, MO 63146

Contact: Terri Baker

Email: terri.baker@coreandmain.com

Telephone No.: (505) 344-0223

Number: 50-00000-24-00019

Amendment No.: One

Term: November 5, 2024 – November 4, 2025

Ship To:

**All State of New Mexico agencies, commissions,
institutions, political subdivisions and local
public bodies allowed by law.**

Procurement Specialist: Yulastuti Wulandari *yw*

Telephone No.: (505) 469-2248

Email: Yulastuti.Wulandari@gsd.nm.gov

Invoice:

As Requested at Time of Order

Title: Cold Water Meters, Encoding & Reading Equipment & Utility System Software

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to remove 3" Ultrasonic type Cold Water Meter under Item No. 5 for vendor (AB) Core & Main LP.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 12/10/2024

Dorothy Mendonca

New Mexico State Purchasing Agent

Certificate Of Completion

Envelope Id: 90495F2F-EEC7-40D7-A212-0A961F71C00C		Status: Completed
Subject: 50-00000-24-00019 A001 Cold Water Meters, Encoding & Reading Equipment & Utility System Software		
Source Envelope:		
Document Pages: 1	Signatures: 1	Envelope Originator:
Certificate Pages: 5	Initials: 2	Yulastuti Wulandari
AutoNav: Enabled		1100 S Saint Francis Dr
Envelopeld Stamping: Enabled		Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)		Yulastuti.Wulandari@gsd.nm.gov
		IP Address: 164.64.62.10

Record Tracking

Status: Original	Holder: Yulastuti Wulandari	Location: DocuSign
12/10/2024 9:02:08 AM	Yulastuti.Wulandari@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: General Services Department	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Michael Saavedra		Sent: 12/10/2024 9:04:36 AM
Michael.Saavedra@gsd.nm.gov		Viewed: 12/10/2024 9:17:15 AM
IT and Const. Bureau Chief		Signed: 12/10/2024 9:17:20 AM
New Mexico General Services		
Security Level: Email, Account Authentication (None), Login with SSO	Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	

Electronic Record and Signature Disclosure:

Accepted: 6/4/2020 11:04:51 AM
ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Yulastuti Wulandari		Sent: 12/10/2024 9:17:21 AM
yulastuti.wulandari@gsd.nm.gov		Viewed: 12/10/2024 9:34:42 AM
Procurement Specialist		Signed: 12/10/2024 9:34:45 AM
New Mexico General Services		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Dorothy Mendonca		Sent: 12/10/2024 9:34:46 AM
dorothy.mendonca@gsd.nm.gov		Viewed: 12/10/2024 11:28:04 AM
SPD Division Director / State Purchasing Agent		Signed: 12/10/2024 11:28:08 AM
General Services Department		
Signing Group: 35000 - State Purchasing Agent	Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	
Security Level: Email, Account Authentication (None)		

Electronic Record and Signature Disclosure:

Accepted: 4/14/2023 7:24:59 AM
ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/10/2024 9:04:36 AM
Certified Delivered	Security Checked	12/10/2024 11:28:04 AM
Signing Complete	Security Checked	12/10/2024 11:28:08 AM
Completed	Security Checked	12/10/2024 11:28:08 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPDinfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPDinfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPDinfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



State of New Mexico General Services Department

Statewide Price Agreement

Awarded Vendor:
6 Vendors (see page 6)

Price Agreement Number: **50-00000-24-00019**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **See page 6**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: **Yulastuti Wulandari** *yw*

Telephone No.: **(505) 469-2248**

Email: **Yulastuti.Wulandari@gsd.nm.gov**

Invoice:
As Requested at Time of Order

Title: Cold Water Meters, Encoding & Reading Equipment & Utility System Software

Term: November 5, 2024 thru November 4, 2025

This Statewide Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.

Accepted for the State of New Mexico

Dorothy Mendonca

Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 11/4/2024

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-2

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-3

the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-4

this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30)

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-5

days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-6

Awarded Vendors:

(AA) 0000046189

Baker Utility Supply Corp
4320 2nd St. NW
Albuquerque, NM 87107
Contact: Clifton Geldmacher
505-917-6314
cgeldmacher@bakerutility.com

Delivery: FOB Destination

(AB) 0000134320

Core & Main LP
PO Box 23880
St. Louis, MO 63146
Contact: Terri Baker
505-344-0223
terri.baker@coreandmain.com

Delivery: 4-6 weeks ARO

(AC) 0000014068

New Mexico Meters LLC
9119 Anacapa Ave. NW
Albuquerque, NM 87151
Contact: Chris Gutierrez
505-948-1645
chris@newmexicometers.com

Delivery: Stock to 90 days

(AD) 0000108289

Resource Wise LLC
6701 Edith Blvd NE Suite F
Albuquerque, NM 87113
Contact: Aaron Burke
505-359-5763
aburke@resource-wise.com

Delivery: Single PO of \$25,000 or greater shipping is
FOB point of shipment pre-paid allowed

(AE) 0000126444

Water Meters of New Mexico, LLC
589 Gavilan Canyon Road
Ruidoso, NM 88345
Contact: Brant Jones
505-238-8012
bhjjones46@yahoo.com

Delivery: Destination FOB

(AF) 0000126456

Zenner USA, Inc.
15280 Addison Rd. Ste. 100
Addison, TX 75001
Contact: DeWayne Milligan
281-773-1117
dmilligan@zennerusa.com

Delivery: 4-5 weeks after receipt of order

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-7

Specifications:

The purpose of this Invitation to Bid (ITB) is to establish a Statewide Price Agreement for Cold Water Meters, Encoding & Reading Equipment and Utility System Software. This Price Agreement may be utilized by all New Mexico State Agencies, commissions, political subdivisions and local public bodies applicable by law.

The specifications are intended to describe items for use by the ordering agency, which will operate efficiently and safely. The use of a brand name is for the purpose of describing the standard of quality, performance and a characteristic desired and is not to limit or restrict competition. The design specifications incorporated herein are intended to describe such unit, and to set forth minimal performance parameters required by the State of New Mexico. The State reserves the right to accept minor variances in product design and/or operation offered by bidders if such acceptance is determined to be in the best interest of the State.

Term:

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Determination of Award:

Determination for award shall be based upon the lowest cost and the bidder's abilities to meet the "minimum specifications and submittal requirements" of the Invitation to Bid. This may be a multiple award contract.

Multiple Awards:

Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to ensure availability and timely delivery.

Payment Provisions:

Within fifteen (15) days after the date the Department receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the Department shall issue a written certification of complete or partial acceptance or rejection of the services, construction, or items of tangible personal property. If the Department finds that the services, construction, or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor, a letter of exception explaining the defect or objection to the services, construction, or delivered tangible personal property along with the details of how the Contractor may proceed to provide remedial action.

Upon certification by the Department that the services, construction, or delivered tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (30th) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of one and one half percent (1-1/2%) per month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Contractor within five (5) working days of receipt of funds from that funding agency. Final payment shall be made within thirty (30) days after the work has been approved and accepted by the Department's Secretary or his duly authorized representative.

Invoices are to be submitted to the using agency/institution detailing items ordered, shipped, and buyers name if applicable. Shipping cost and Local or State gross receipt tax shall be quoted and billed as a separate item on quotes and invoices at the time of ordering/price quoting.

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-8

The Contractor agrees to comply with state laws and rules pertaining to Worker's Compensation Insurance coverage for its employees. If Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the Price Agreement may be cancelled effective immediately.

Payment or Acceptance Not Conclusive:

No payment made under this agreement shall be conclusive evidence of the performance of the contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the vendor from corrections of the defects. The final acceptance shall not be binding upon the user agency or the State, nor conclusive, should it subsequently develop the vendor had furnished inferior items or had departed from the specifications and/or the terms of the agreement. Should such conditions become evident, the user agency shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the vendor.

Price:

The prices quoted in the bid shall remain in effect until the manufacturer imposes a regular price increase, but for not less than one year from the date of award of the Purchasing Agreement. Subsequent price increases shall also reflect regular price increases by the manufacturer and shall remain in effect for not less than one year from the time of their imposition.

Escalation/Reduction:

In the event of a product cost increase an escalation request will be reviewed by State Purchasing Division annually at the time of renewal. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. Effective dates for increases will not be any sooner than fifteen (15) days from the date the written request is received by the user. To facilitate prompt consideration, all requests for price increase must include all information below:

- a.) Price Agreement number
- b.) Price agreement item number affected
- c.) Current item price
- d.) Proposed new price
- e.) Percentage of increase; and
- f.) Manufacturer/Mill/supplier notification of price increase indicating percentage of increase.

Shipping Note:

Prepay freight and add to invoice as a separate item.

Inspection of Work:

Representatives of the ordering agencies shall have access, at any reasonable time, to the vendor's and manufacturer's facilities for the purposes of inspection during periods of manufacture or assembly of the items to be ordered hereunder. The costs associated with such inspection trips shall be borne by the State and/or ordering agency.

General Conditions:

Each agency and/or institution will place their own orders and verify in writing the items being purchased. Invoicing and payments are to be handled by each agency/institution. Agencies and/or institutions shall provide awarded vendors with name(s) of contact personnel authorized to act as representative of their agencies, for this Price Agreement.

Local governments utilizing this Price Agreement must confirm pricing and availability from the vendor prior to ordering.

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-9

Delivery shall be F.O.B. destination as specified at the time of order. Vendor is to ship only completed orders; partial shipments will not be accepted. Prior to shipping, awarded vendor must call 24 hours in advance to receive delivery instructions and to ensure warehouse gates are open, if applicable.

No guaranteed quantities will be purchased of any item in a fiscal year.

Manufacturer:

All equipment offered should be of a single manufacturer. If the equipment components are made and supported by multiple manufacturers, they will need to be compatible with each other. The manufacturer shall have a minimum of ten (10) years of manufacturing and field experience with the Water Meters quoted. The manufacturer of the equipment offered must have a minimum of ten (10) years' experience manufacturing Water Meters. The manufacturer shall have a minimum of five (5) years of manufacturing and field experience with the Encoded Registers quoted. The manufacturer shall have a minimum of three (3) years of manufacturing and field experience with the Remote Receptacle unit quoted. The manufacturer shall have a minimum of two (2) years of manufacturing and field experience with the Radio Frequency Capable Reader quoted. The manufacturer shall have a minimum of two (2) years of manufacturing and field experience with the Meter Transceiver Unit quoted.

Warranties:

The bidder **must submit with their bid a copy** of its most current nationally published warranty statements for all equipment bid. **Bids that fail to submit the warranty statements may be deemed non-responsive.**

In accordance of manufacturer's policies, the awarded vendor shall warrant and guarantee all parts and accessories purchased under this Price Agreement, any added stipulation by the vendor will not be accepted by the State.

Installation, Maintenance and Operating Instructions:

The bidder must submit current installation, maintenance and operating instructions for all equipment or software purchased at the time of delivery.

Sales, Service and Parts Availability:

The bidder **must submit with their bid** the name(s), and location(s) of the business(es) that will provide sales, service and replacement parts.

Additional Bidding Requirements and Information:

Quantities are for the purpose of evaluating the bid and should not be interpreted as a commitment to purchase that quantity. It is anticipated that orders will be placed in varying quantities by different purchasing entities. **Equipment that must be compatible with other components, such as software or meter reading equipment, shall be included in the bid submittal so as to ensure availability of a complete, functional system**

Minimum Specifications:

A) Cold Water Meters

Sizes: 5/8", 5/8"x3/4", 3/4", 1", 1-1/2", 2", 3" 4", 6", 8", 10", and 12"

Standard:

All meters provided shall conform to the "Standard Specifications for Cold Water Meters", most recent revision of the American Water Works Association (AWWA) standard that references the meter type being bid. The omission of certain aspects of water meters in these specifications is not intended to imply that the AWWA Standards do not apply. All meters shall be certified to NSF Standard 61, latest edition, which includes a requirement that all materials in the meters be lead free as defined in the Reduction of Lead in Drinking Water Act.

Type:

Water meter shall be of the ultrasonic, magnetic, positive displacement, single-jet, multi-jet, turbine or compound type, Remote Disconnect meter (RDM). The disconnect portion of the RDM shall be integral and it shall work with both

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-10

Drive By (AMR – Automated Meter Reading) and AMI (Advanced Metering Infrastructure) systems without any software or hardware add-ons.

Main Casing:

The outer main case shall be lead free as defined in the Reduction of Lead in Drinking Water Act, polymer, stainless steel, or bronze and shall have the direction of flow cast into it. The serial number should be permanently affixed or stamped into the case so that it can be read from directly above the water meter. The meter must be adaptable to a programmable encoder type register without interruption of water service.

Register:

The register shall be of the straight reading type and shall contain a minimum of six (6) numeral wheels or digitally displayed units. It shall register the total water flow in U.S. gallons or cubic feet as requested by the User. The register shall indicate water flow in U.S. gallons or cubic feet as requested by the User. The register shall have a tamperproof seal or tamper indicator and be capable of inline replacement unless manufactured as an integral part of the meter case. The register shall incorporate a low flow indicator for leak detection. A clear register lens shall be warranted to be “fog proof” at temperatures from 0°C to 50°C.

Manufacturer:

The manufacturer of the meters offered shall have a minimum of ten (10) years of manufacturing and field experience with the model of meter quoted. Only one (1) model of meter that complies with these specifications shall be submitted in each size category. The manufacturer of the meters offered must have a minimum of ten (10) years of experience manufacturing water meters.

Warranties:

The bidder **must submit with their bid** a copy of its most current nationally published warranty statements for water meter main casings, registers and measuring chambers.

B) Encoder-Type, Remote-Registration Systems for Cold-Water Meters

Standard:

All components provided shall conform to the “Encoder-Type Remote-Registration Systems for Cold-Water Meters”, C-707, latest revision issued by the AWWA or as otherwise stated. The omission of certain aspects of water meter registers in these specifications is not intended to imply that the AWWA Standard C-707, latest revision, does not apply.

The Encoder-type, Remote-Registration Systems shall include the following components:

- 1) Meter Register Assembly
- 2) Signal Encoder Assembly
- 3) Transmission Wire or Cable, if needed:
Bidder shall submit additional information for cable assembly lengths that differ substantially from lengths shown on the Bid Form, when requested.
- 4) Remote Receptacle Assembly:
The remote receptacle assembly shall be a pit lid-mounted assembly and/or a wall-mounted assembly. The materials of construction shall be durable, corrosion resistant, unaffected by water and condensation and resistant to ultraviolet degradation.

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-11

5) Portable Data-Acquisition Unit, Portable Display Unit, and Software:

The Portable Data-Acquisition Unit shall come pre-programmed with Software that enables it to receive and store the meter reading and route data and display the data on the Portable Visual-Display Unit. The Software shall be compatible with the Utility System Software and include any necessary technical support for billing software interface as part of the equipment purchase price so that data can be downloaded to the Portable Data-Acquisition Unit and also so that data is available to the Utility System Software for uploading. The data shall include, at a minimum, meter reading in gallons or cubic feet, date and time of reading, mode of read (manual or automatic), error messages and meter identification number. The Software shall have the capability to be reprogrammed by the user. Information on operation and programming of the unit must be included, when requested. The Portable Visual-Display Unit shall be included in bid for the Portable Data-Acquisition Unit.

C) Radio Meter Reading System

General:

The system shall be comprised of three major components: a hand-held or mobile Radio Frequency (RF) Capable Reader, a Data Storage/Transceiver Device, and an electronic solid state Encoder. All equipment must comply with current Federal Communications Commission (FCC) regulations. Installation and operating instructions, for all components, purchased shall be submitted at time of delivery.

All components (Meter, Transmitter, and Software) should be made and supported by the same manufacturer. If the components are made and supported by multiple manufacturers, they will need to be compatible with each other.

Radio Frequency Capable Reader:

The RF Capable Reader shall be a microprocessor based data collection system, available in a hand-held, portable, vehicle mountable mobile unit or fixed network system. **Bidders are required to submit a bid on at least one type of RF Capable Reader.** The RF Capable hand-held, portable and vehicle mounted Readers must be designed for both radio frequency meter reads and manual reads. Preprogrammed information to be received by the data collection system shall include, at a minimum, meter reading in gallons or cubic feet, as designated by the User, date and time of reading, mode of read (manual or RF), error message, meter identification number, leak detection, and backflow. Information on operation of the unit must be included when requested or during purchase at the time of delivery. A minimum of one thousand (1000) meter readings must be stored in the RF Capable Reader without loss of data. Hand-held units shall be powered by rechargeable batteries and mobile units shall be capable of operating on 12-volts DC through a cigarette lighter adapter. The data collection system shall be capable of data transfer to the User's PC through an industry standard communications port or by wireless data transfer using Tablet or Phone. Peripheral equipment to be provided includes radio antennae (magnetic mount type for mobile system), visual display, table computer or laptop PC, cables necessary for a complete operational system, alphanumeric keyboard, charging/data transfer unit (hand-held unit only), sturdy carrying case (mobile system) or integral plastic case (hand-held unit).

Meter Transceiver Unit:

Each Meter Transceiver Unit shall have a unique factory programmed, permanent identification number.

The units shall feature "auto detect" functionality to detect the type of encoder connected and shall not require reprogramming in the field to change from AMR to AMI. The Unit must be capable of being submerged in water, such as in a meter box, without altering its functionality or if of a wall mount design shall be splash resistant and withstand a 200 hour salt fog test as specified in NEMA 4 standard. **Bidders must submit, at a minimum, a bid for a meter box mounted Unit.** The meter box mounted Unit shall mount in an industry standard 1-3/4" hole or 2" hole. The Unit shall be battery powered. Battery life expectancy shall be at least ten (10) years under normal conditions and when installed according to manufacturer specifications. The battery shall be warranted for a minimum of ten (10) years from date of factory shipment. . The battery is not removable or field replaceable to ensure reliability throughout the life of the product. The Unit shall be housed in sturdy molded plastic and/or metal housing and contain an integral antenna. The Unit shall be capable of being mounted in an underground meter box. The Unit shall have sufficient length wires to allow for opening of meter box and removal of the Unit without jeopardizing the electrical connections. The Unit shall operate with a wire length of at least 5 feet for residential and 12 feet for commercial. Data must be retrievable at any

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-12

time or transmitted at least once every fifteen (15) seconds. The unit shall operate in temperatures ranging from –20°F to 135°F.

Each Meter Transceiver Unit shall have an integral antennae and be hermetically sealed from the factory. All transmitters shall be capable of 2 way communication and be able to be read either through drive by (AMR) or a fixed network (AMI) type of reading system. Transmitters that only work with one type or the other and cannot be field updated to work with both will not be accepted. Transmitters must be able to receive firmware updates in the field so as not to be rendered incompatible with new versions of software being implemented. Transmitters shall be configured to work with through the lid or under the lid mounting systems. The unit shall be warrantied for at least 10 years full replacement and 10 years pro-rated. All transmitters shall be usable for the full 20 year warranty timeline.

Technical Support:

All technical support shall be available for immediate connection. No systems where customers log calls and wait for a call back shall be accepted. Technical support is available at a cost. In order to receive any software upgrades or resolve equipment issues, the agency must purchase the technical support and equipment support as listed in Item 49 and 50.

Signal Encoder Assembly:

Shall conform to the AWWA Standard C-707, most recent revision.

Transceiver Device and electronic solid state Encoder:

Components shall conform to the AWWA Standard C-707, most recent revision.

D) Water System Software

Software shall be compatible with Windows operating systems (User specified) for operation on a compatible personal computer (PC), laptop, tablet computer and Android or iOS compatible for mobile application. The bidder shall note prices for each type of Software if different prices apply to the various operating systems. It shall be menu driven. The bidder shall supply minimum computer hardware requirements for Software operation. The Software shall have the capability to integrate data received from proximity read, radio read systems or manually entered data with no re-programming other than the loading of additional vendor supplied software. If a Radio Meter Reading System is installed, the Software shall have the capability to bi-directionally communicate with the radio system hand-held, mobile or fixed network unit. The software shall have the capability of interfacing with billing software stored on a PC, laptop or tablet computer. It shall receive route data from the billing software and return meter reading data to the billing software. Route data shall be readily altered by the user, allowing splitting of routes and combining of routes in whatever combination desired. The Software shall have the capability of being configured to match file transfer requirements of typical billing software for both import and export files. The Software shall have the capability of generating standard reports that shall include, at a minimum, route assignments, read meters and unread meters. Information regarding Software operation, upgrading and alteration shall be provided with the order. Up to four hours of software training shall be provided upon request by the purchaser as part of the Software purchase price. Bids for several different types of software may be submitted, provided documentation describing each software package is included in the submittal. One software must be capable supporting Automatic Meter Reading (AMR) systems, Advanced Metering Infrastructure (AMI) systems and Advanced Metering Analytics.

All software updates will be provided at no cost to customers who are current with technical support subscriptions. All software will be backwards compatible to transmitters in the field with a firmware update of existing transmitters. No third party software to control any portion of the AMR/AMI system will be allowed. No changes to the AMR/AMI system without permission and/or authorization of the user.

Bid Submittal Instructions:

1. Vendors may submit bids for the following combinations of water meters types, sizes, and registers. Bids shall include at least unit prices, but may include prices for the various categories of quantities listed below.

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-13

2. Bidders must use the attached Items Spreadsheet to provide the prices. Any deviations to the spreadsheet is not acceptable.
3. Bids may be submitted for the following meter types:
 - Positive Displacement
 - Single Jet
 - Multi-jet
 - Electromagnet
 - Ultrasonic
 - Turbine Compound
 - RDM meters
4. Bids may be submitted for the following meter sizes:
 - 5/8 -inch
 - 5/8x3/4-inch
 - 3/4-inch
 - 1-inch
 - 1-1/2-inch
 - 2-inch
 - 3-inch
 - 4-inch
 - 6-inch
 - 8-inch
 - 10-inch
 - 12-inch
5. Bids may be submitted for the following meter register types:
 - Direct Read
 - Encoder
 - Radio Read
 - Cellular Read
6. Bids may be submitted for varying equipment quantities if different unit prices will be applied to the following quantities purchased:
 - 2-99
 - 100-499
 - 500-999
 - 1000-2999
 - 3000 or more
7. Item 51:

Vendors are to indicate a percentage discount. Percentage Discount is a set discount, not variable discount, i.e. set discount of twelve percent (12%) rather than ten to fifteen percent (10-15%) variable discount. If Bidder provides a variable discount, the bid may be deemed non-responsive. If discount is zero percent (0%), then zero percent (0%) must be indicated. The State Purchasing Division cannot assume a blank space is zero percent (0%) discount.

****See next page for Items page****

Item	Approx. Qty.	Unit	Article and Description	Unit Price
1	1	Each	Cold Water Meter Type: Positive Displacement Register Type: _____ Size: 5/8-inch 5/8x3/4-inch 3/4-inch 1-inch 1-1/2-inch 2-inch 3-inch 4-inch 6-inch 8-inch	
			(AA) Register Type: <u>Direct Read</u> Badger Meter Recordall Disc. Add \$30.00 for Bronze Bottom Plate. Add \$81.00 for Encoder. See item #13 for optional connector pricing. Size: 5/8-inch 5/8x3/4-inch 3/4-inch 1-inch 1-1/2-inch 2-inch 3-inch 4-inch 6-inch 8-inch	 \$104.00 \$104.00 \$146.00 \$231.00 \$600.00 \$850.00
			(AB) Register Type: ProCoder R900I w/6' Antenna Size: 5/8-inch 5/8x3/4-inch 3/4-inch 1-inch 1-1/2-inch 2-inch 3-inch 4-inch 6-inch 8-inch	 \$293.62 \$293.62 \$293.62 \$357.75 \$439.87 \$750.37 \$921.37

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-15

Item	Approx. Qty.	Unit	Article and Description	Unit Price
1	1	Each	Cold Water Meter Type: Positive Displacement	
			(AC) Register Type: _____	
			Size:	
			5/8-inch	\$70.00
			5/8x3/4-inch	\$70.00
			3/4-inch	\$85.00
			1-inch	\$200.00
			1-1/2-inch	\$550.00
			2-inch	\$750.00
			3-inch	
			4-inch	
			6-inch	
			8-inch	
			(AF) Register Type: Encoded	
			Size:	
			5/8-inch	\$91.00
			5/8x3/4-inch	\$91.00
			3/4-inch	\$107.00
			1-inch	\$163.00
			1-1/2-inch	\$374.00
			2-inch	\$509.00
			3-inch	
			4-inch	
			6-inch	
			8-inch	

Item	Approx. Qty.	Unit	Article and Description	Unit Price
3	1	Each	Cold Water Meter Type: Multi-Jet Register Type: _____ Size: 5/8-inch 5/8x3/4-inch 3/4-inch 1-inch 1-1/2-inch 2-inch 3-inch 4-inch 6-inch 8-inch	
			(AE) Register Type: AMR/Drive By/Direct Read Drive By-AMR Register for appropriate Meter-\$150 Register Only with Integral Antenna Remote Antenna \$35.00; Single Jet available Size: 5/8-inch 5/8x3/4-inch 3/4-inch 1-inch 1-1/2-inch 2-inch 3-inch 4-inch 6-inch 8-inch	\$235.00 \$235.00 \$445.00 \$850.00 \$1,300.00 \$1,995.00 \$2,995.00 \$4,100.00 \$7,900.00
			(AF) Register Type: Encoded Size: 5/8-inch 5/8x3/4-inch 3/4-inch - Short Lay Length 1-inch 1-1/2-inch 2-inch 3-inch 4-inch 6-inch 8-inch	\$90.00 \$90.00 \$92.00 \$115.00 \$286.00 \$364.00

Item	Approx. Qty.	Unit	Article and Description	Unit Price
4	1	Each	Cold Water Meter Type: Electromagnet Register Type: _____ Size: 5/8-inch 5/8x3/4-inch 3/4-inch 1-inch 1-1/2-inch 2-inch 3-inch 4-inch 6-inch 8-inch 10-inch 12-inch	
			(AA) Register Type: Encoder Badger M2000 or M5000 with meter mounted display. Add \$400.00 for M2000 Remote Mount & 50' cable. Add \$835.00 for M5000 Remote Mount & 50' cable. Size: 5/8-inch 5/8x3/4-inch 3/4-inch 1-inch 1-1/2-inch 2-inch 3-inch 4-inch 6-inch 8-inch 10-inch 12-inch	\$2,440.00 \$2,960.00 \$3,300.00 \$3,400.00 \$3,660.00 \$4,200.00 \$5,875.00

Item	Approx. Qty.	Unit	Article and Description	Unit Price
4	1	Each	Cold Water Meter Type: Electromagnet Register Type: _____ Size: 5/8-inch 5/8x3/4-inch 3/4-inch 1-inch 1-1/2-inch 2-inch 3-inch 4-inch 6-inch 8-inch 10-inch 12-inch	
			(AC) Register Type: _____ Size: 5/8-inch 5/8x3/4-inch 3/4-inch 1-inch 1-1/2-inch 2-inch 3-inch 4-inch 6-inch 8-inch 10-inch 12-inch	\$1,850.00 \$3,500.00 \$4,500.00 \$6,500.00 \$8,500.00 \$10,500.00 \$12,500.00
			(AD) Type: Electromagnet Kamstrup-MAG8000 Register Type: Encoded Size: 5/8-inch 5/8x3/4-inch 3/4-inch 1-inch 1-1/2-inch 2-inch 3-inch 4-inch 6-inch 8-inch 10-inch 12-inch	\$5,138.36 \$5,501.12 \$6,105.76 \$6,710.40 \$7,918.62 \$8,523.25 \$10,336.11

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

			(AD) Type: Ultrasonic flowIQ 2200, 3200 & 4200 Register Type: Integrated Cellular Register Size: 5/8-inch 5/8x3/4-inch 3/4-inch 1-inch 1-1/2-inch 2-inch 3-inch 4-inch 6-inch 8-inch 10-inch 12-inch	\$466.60 \$466.60 \$541.50 \$626.50 \$1,362.50 \$1,732.50 \$2,562.50 \$2,920.00 \$6,300.00 \$8,900.00 \$10,470.00 \$11,980.00
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Item	Approx. Qty.	Unit	Article and Description	Unit Price
5	1	Each	Cold Water Meter Type: Ultrasonic Register Type: _____ Size: 5/8-inch 5/8x3/4-inch 3/4-inch 1-inch 1-1/2-inch 2-inch 3-inch 4-inch 6-inch 8-inch 10-inch 12-inch	

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-23

		(AD) Type: Ultrasonic flowIQ 2200, 3200 & 4200 Register Type: Integrated AMI & AMR radio register Size: 5/8-inch 5/8x3/4-inch 3/4-inch 1-inch 1-1/2-inch 2-inch 3-inch 4-inch 6-inch 8-inch 10-inch 12-inch	\$425.00 \$425.00 \$500.00 \$585.00 \$1,300.00 \$1,510.00 \$2,500.00 \$2,920.00 \$6,250.00 \$8,850.00 \$10,420.00 \$11,980.00
		(AD) Type: Ultrasonic flowIQ 2200, 3200 & 4200 Register Type: Integrated Encoded Register Size: 5/8-inch 5/8x3/4-inch 3/4-inch 1-inch 1-1/2-inch 2-inch 3-inch 4-inch 6-inch 8-inch 10-inch 12-inch	\$219.00 \$219.00 \$425.00 \$500.00 \$1,145.00 \$1,560.00 \$2,195.00 \$2,595.00 \$5,250.00 \$8,350.00 \$9,900.00 \$11,450.00

Item	Approx. Qty.	Unit	Article and Description	Unit Price
5	1	Each	Cold Water Meter Type: Ultrasonic Register Type: _____ Size: 5/8-inch 5/8x3/4-inch 3/4-inch 1-inch 1-1/2-inch 2-inch 3-inch 4-inch 6-inch 8-inch 10-inch 12-inch	

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-25

		(AA) Register Type: <u>Direct Read</u> Badger Turbo Meters with Test Plug. Add \$81.00 for Encoder. See item #13 for optional connector pricing. 1-1/2" includes integral strainer. 2"-8" Strainers not included in pricing, See item #51 for external strainer pricing. Size: 5/8-inch 5/8x3/4-inch 3/4-inch 1-inch 1-1/2-inch 2-inch 3-inch 4-inch 6-inch 8-inch	\$1,280.00 \$1,420.00 \$1,445.00 \$2,165.00 \$5,355.00 \$6,145.00
		(AB) Register Type: ProCoder R900I w/6' Antenna Size: 5/8-inch 5/8x3/4-inch 3/4-inch 1-inch 1-1/2-inch 2-inch 3-inch 4-inch 6-inch 8-inch	\$2,198.81 \$2,198.81 \$3,126.93 \$3,973.50 \$6,225.12 \$9,963.15

Item	Approx. Qty.	Unit	Article and Description	Unit Price
6	1	Each	Cold Water Meter Type: Turbine Compound Register Type: _____ Size: 5/8-inch 5/8x3/4-inch 3/4-inch 1-inch 1-1/2-inch 2-inch 3-inch 4-inch 6-inch 8-inch	

Item	Approx. Qty.	Unit	Article and Description	Unit Price
7	1	Each	Cold Water Meter Type: RDM Meters Register Type: _____ Size: 5/8-inch 5/8x3/4-inch 3/4-inch 1-inch 1-1/2-inch 2-inch 3-inch 4-inch 6-inch 8-inch	

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-27

		(AA) Register Type: <u>Encoder</u> Badger E-Series Ultrasonic Plus Meter with integrated valve and encoder. See item #13 for optional connector pricing. Size: 5/8-inch 5/8x3/4-inch 3/4-inch 1-inch 1-1/2-inch 2-inch 3-inch 4-inch 6-inch 8-inch	\$620.00 \$705.00
		(AB) Register Type: E-CODER Stand Alone MACH 10 w/integrated shut-off. Required Cellular MIU sold separately. Size: 5/8-inch 5/8x3/4-inch 3/4-inch 1-inch 1-1/2-inch 2-inch 3-inch 4-inch 6-inch 8-inch	\$501.25 \$501.25 \$501.25 \$518.12 \$575.62

Item	Approx. Qty.	Unit	Article and Description	Unit Price
7	1	Each	Cold Water Meter Type: RDM Meters Register Type: _____ Size: 5/8-inch 5/8x3/4-inch 3/4-inch 1-inch 1-1/2-inch 2-inch 3-inch 4-inch 6-inch 8-inch	

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-28

			(AE) Register Type: Cellular Size: 5/8-inch 5/8x3/4-inch 3/4-inch 1-inch 1-1/2-inch 2-inch 3-inch 4-inch 6-inch 8-inch	\$725.00 \$725.00 \$725.00
			(AF) Register Type: Encoded - RDM is Add on/ Non-integral Size: 5/8-inch 5/8x3/4-inch 3/4-inch 1-inch 1-1/2-inch 2-inch 3-inch 4-inch 6-inch 8-inch	\$190.00 \$190.00 \$190.00 \$275.00
8	1	Each	Remote Shutoff Valve	
			(AB) Integrated Only	
			(AC)	\$550.00
			(AD) Aquana Remote Shutoff Valve	\$500.00
			(AF)	\$225.00

Item	Approx. Qty.	Unit	Article and Description	Unit Price
9	1	Each	Encoder-Type Remote-Registration Systems for Cold Water Meters: Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-29

			(AA) Badger HR-RED Remote Display, includes Required encoder for Badger Meters. Encoder-Type Remote-Registration Systems for Cold Water Meters: Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	\$313.00 \$303.00 \$291.00 \$291.00 \$291.00 \$291.00
			(AB) Encoder-Type Remote-Registration Systems for Cold Water Meters: Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	\$105.60 \$105.60 \$105.60 \$99.00 \$99.00 \$99.00
			(AC) Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	\$550.00 \$540.00 \$530.00 \$525.00 \$500.00
			(AF) Encoder-Type Remote-Registration Systems for Cold Water Meters: Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	\$25.00 \$25.00 \$25.00 \$25.00 \$25.00
10	1	Each	Portable Data-Acquisition Unit with Visual Display Unit (AB) Belt Clip & Tablet (AC) (AD) Zebra TC27 Rugged Tablet or comparable (AF) Mobile kit + Laptop	 \$6,150.00 \$3,500.00 \$1,900.00 \$4,000.00

Item	Approx. Qty.	Unit	Article and Description	Unit Price
11	1	Each	Remote Receptacle, Pitlid Mounted (including 6 foot signal transmission assembly) Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	

Item	Approx. Qty.	Unit	Article and Description	Unit Price
11	1	Each	Remote Receptacle, Pitlid Mounted (including 6 foot signal transmission assembly) Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-31

			(AF) Zenner Stealth MIU + LIDLOCK	
			Qty 2-99	\$103.00
			Qty 100-499	\$98.00
			Qty 500-999	\$98.00
			Qty 1000-2999	\$92.00
			Qty 3000 or more	\$92.00
12	1	Each	Remote Receptacle, Wall Mounted:	
			Qty 2-99	
			Qty 100-499	
			Qty 500-999	
			Qty 1000-2999	
			Qty 3000 or more	
			(AA) Encoder with wall mount for Touch application.	
			Remote Receptacle, Wall Mounted:	\$105.00
			Qty 2-99	\$105.00
			Qty 100-499	\$105.00
			Qty 500-999	\$105.00
			Qty 1000-2999	\$105.00
			Qty 3000 or more	\$105.00
			(AB) Remote Receptacle, Wall Mounted:	\$14.10
			Qty 2-99	\$14.10
			Qty 100-499	\$14.10
			Qty 500-999	\$13.15
			Qty 1000-2999	\$13.15
			Qty 3000 or more	\$13.15
			(AC)	
			Qty 2-99	\$250.00
			Qty 100-499	\$245.00
			Qty 500-999	\$240.00
			Qty 1000-2999	\$225.00
			Qty 3000 or more	\$200.00
			(AD) Remote Receptacle, Wall Mounted:	\$124.00
			flowIQ 2200, 3200, 4200 wall antenna	
			Qty 2-99	\$124.00
			Qty 100-499	\$124.00
			Qty 500-999	\$124.00
			Qty 1000-2999	\$124.00
			Qty 3000 or more	\$124.00

Item	Approx. Qty.	Unit	Article and Description	Unit Price
12	1	Each	Remote Receptacle, Wall Mounted:	
			Qty 2-99	
			Qty 100-499	
			Qty 500-999	
			Qty 1000-2999	
			Qty 3000 or more	

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-32

			(AE) Remote Receptacle, Wall Mounted:	\$95.00
			Qty 2-99	\$95.00
			Qty 100-499	\$95.00
			Qty 500-999	\$95.00
			Qty 1000-2999	\$95.00
			Qty 3000 or more	\$95.00
			(AF) Zenner Stealth MIU with MIU Enclosure	
			Qty 2-99	\$108.00
			Qty 100-499	\$103.00
			Qty 500-999	\$103.00
			Qty 1000-2999	\$97.00
			Qty 3000 or more	\$97.00
13	1	Each	Encoded Cable for encoded type Meter:	
			Itron	
			Nicor	
			TR/PL coupler	
			Open 3 wire	
			(AA) No charge for Badger Twist Tight connector, or Open 3 wire.	
			Itron	\$20.00
			Nicor	\$9.00
			TR/PL coupler	\$25.00
			Open 3 wire	\$0.00
			(AB)	
			Itron	\$24.00
			Nicor	\$24.00
			TR/PL coupler	
			Open 3 wire	\$17.00
			(AC)	
			Itron	\$100.00
			Nicor	\$100.00
			TR/PL coupler	\$100.00
			Open 3 wire	\$100.00
			(AD) 6 ft cable for Kamstrup flowIQ 2200, 3200, and 4200 encoded meters	
			Itron	\$43.90
			Nicor	\$23.90
			TR/PL coupler	\$50.00
			Open 3 wire	\$12.20

Item	Approx. Qty.	Unit	Article and Description	Unit Price
13	1	Each	Encoded Cable for encoded type Meter: Itron Nicor TR/PL coupler Open 3 wire	

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-33

			(AE) Itron Nicor TR/PL coupler Open 3 wire	\$95.00
			(AF) Itron Nicor TR/PL coupler Open 3 wire	\$64.28 \$55.00 \$64.28 \$32.00
14	500	Foot Roll	Signal Transmission Wire & Connectors : Qty 1000 foot roll Connectors, per 100 Connectors, per 1000	
			(AB) Signal Transmission Wire & Connectors : Qty 1000 foot roll Connectors, per 100 Connectors, per 1000	\$217.42 \$125.00 \$1250.00
			(AC) Qty 1000 foot roll Connectors, per 100 Connectors, per 1000	\$300.00 \$25.00 \$250.00
			(AF) Qty 1000 foot roll Connectors, per 100 Connectors, per 1000	\$300.00 \$250.00 \$2,500.00
15	1	Each	Probe	
			(AB)	\$1,040.62
			(AC)	\$3,500.00
			(AF) Zenner Versaprobe	\$5,500.00
16	1	Each	Charging/Data Transfer Unit	
			(AC)	\$3,500.00
			(AF)	Included in item 15

Item	Approx. Qty.	Unit	Article and Description	Unit Price
17	1	Each	Utility System Software, AMR	

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-34

			(AA) Beacon Utility Software includes up to 500 service connections, and 2-day onsite training. For more service connections, choose the appropriate line item below. Add \$800.00 for 501-1500 service connections. Add \$3,100.00 for 1501-5000 service connections. Add \$5,500.00 for 5001-10000 service connections.	\$10,000.00
			(AC)	\$7,500.00
			(AD) Prices are based on number of metering points for AMR. AMR PC license one-time fee. Software ≤ 100 \$1,158.00 Software ≤ 250 \$1,968.00 Software ≤ 800 \$2,778.00 Software ≤ 1,600 \$4,119 Software ≤ 2,400 \$5286.40 Software ≤ 3,200 \$6,728.40 Software ≤ 4,000 \$8,409.80 Software ≤ 5,000 \$10,385.20 Software ≤ 7,500 \$15,061.95 Software ≤ 10,000 \$19,696.50 Software ≤ 15,000 \$26,031.20 Software ≤ 20,000 \$27,380.60 Software ≤ 25,000 \$31,909.80	\$31,909.80
			(AE) Included with Computer and Peripherals Software	\$0.00
			(AF)	\$750.00
18	1	Month	Utility System Software, AMR - Monthly User Fee, if applicable	
			(AA) Includes 1 user and up to 500 service connections. For more users or service connections, choose the appropriate line items below. Add \$32.00 For each additional user. Add \$32.00 for 501-1500 service connections. Add \$66.00 for 1501-5000 service connections. Add \$134.00 for 5001-10000 service connections.	\$68.00
			(AB)	\$206.25
			(AC)	\$1,250.00

Item	Approx. Qty.	Unit	Article and Description	Unit Price
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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-35

18	1	Month	Utility System Software, AMR - Monthly User Fee, if applicable	
			(AD) Prices are based on number of metering points. Hosting & Support Annual fee. Hosting Subscription ≤ 100 \$1,147.50 Hosting Subscription ≤ 250 \$1,853.25 Hosting Subscription ≤ 800 \$2,379.00 Hosting Subscription ≤ 1,600 \$2,998.50 Hosting Subscription ≤ 2,400 \$3,660.00 Hosting Subscription ≤ 3,200 \$4,308.00 Hosting Subscription ≤ 4,000 \$4,843.00 Hosting Subscription ≤ 5,000 \$5,572.35 Hosting Subscription ≤ 7,500 \$7,032.20 Hosting Subscription ≤ 10,000 \$8,951.60 Hosting Subscription ≤ 15,000 \$12,533.00 Hosting Subscription ≤ 20,000 \$15,749.50 Hosting Subscription ≤ 25,000 \$17,888.00	\$17,888.00
			(AE) Included with Computer and Peripherals Software	\$0.00
19	1	Each	AMR Implementation and Mobilization Fee	
			(AA) Monthly mobile service fee per meter includes Software hosting, 7 x 24 technical support, software updates, daily data back-ups, and guaranteed uptime.	\$0.13
			(AB)	\$3,931.25
			(AC)	\$5,000.00
			(AD) Onsite Setup includes 2 days of travel expenses, training, and billing interface.	\$12,399.00
			(AE)	No Charge
			(AF)	\$5,000.00
20	1	Each	Utility System Software, Fixed Network	
			(AC)	\$18,000.00
			(AF)	\$1,500.00
21	1	Month	Utility System Software, Fixed Network - Monthly User Fee, if applicable	
			(AC)	\$5,200.00
			(AF)	\$1.10 per user per year

Item	Approx. Qty.	Unit	Article and Description	Unit Price
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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-36

22	1	Each	Utility System Software, AMI	
			(AC)	\$18,000
			(AD) Prices are based off of number of metering points. AMI PC license one-time setup fee. Software ≤ 250 \$5,185.60 USD Software ≤ 800 \$10,030.00 USD Software ≤ 1,600 \$15,360.00 USD Software ≤ 2,400 \$19,415.00 USD Software ≤ 3,200 \$24,398.00 USD Software ≤ 4,000 \$26,991.00 USD Software ≤ 5,000 \$33,021.00 USD Software ≤ 7,500 \$47,972.00 USD Software ≤ 10,000 \$59,307.00 USD Software ≤ 15,000 \$73,054.00 USD Software ≤ 20,000 \$82,221.00 USD Software ≤ 25,000 \$87,468.00 USD	\$87,468.00
			(AE) 10-year prepaid with each register	
			(AF)	\$1,500.00
23	1	Month	Utility System Software, AMI - Monthly User Fee, if applicable	
			(AB) 1-500 End Points	\$528.12
			(AC)	\$5,000.00
			(AD) Prices are based on number of metering points AMI Hosting & Support annual fee. Hosting Subscription ≤ 100 1,997.10 USD Hosting Subscription ≤ 250 2,483.00 USD Hosting Subscription ≤ 800 3,109.00 USD Hosting Subscription ≤ 1,600 6,643.00 USD Hosting Subscription ≤ 2,400 8,041.00 USD Hosting Subscription ≤ 3,200 8,914.00 USD Hosting Subscription ≤ 4,000 9,948.00 USD Hosting Subscription ≤ 5,000 11,780.00 USD Hosting Subscription ≤ 7,500 15,372.00 USD Hosting Subscription ≤ 10,000 19,098.00 USD Hosting Subscription ≤ 15,000 26,840.00 USD Hosting Subscription ≤ 20,000 37,136.00 USD Hosting Subscription ≤ 25,000 39,896.00 USD	\$39,896.00
			(AE)	No Charge
			(AF)	\$1.10 per user per year

Item	Approx. Qty.	Unit	Article and Description	Unit Price
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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-37

24	1	Each	AMI Implementation and Mobilization Fee	
			(AB)	\$3,931.25
			(AC)	\$12,000.00
			(AD) Onsite Setup includes 4 days of travel expenses, training, detailed radio plan, use of project management software, and billing interface.	\$25,000.00
			(AF)	\$5,000.00
25	1	Each	Utility System Software, Cellular	
			(AA) Beacon Utility Software includes unlimited users, up to 500 service connections and 1-day onsite training. For more service connections, choose the appropriate line item below. Add \$800.00 for 501-1500 service connections. Add \$3,100.00 for 1501-5000 service connections.	\$7,000.00
			(AD) Prices are based off of number of metering points. AMI PC license one-time setup fee. Software ≤ 250 \$5,185.60 USD Software ≤ 800 \$10,030.00 USD Software ≤ 1,600 \$15,360.00 USD Software ≤ 2,400 \$19,415.00 USD Software ≤ 3,200 \$24,398.00 USD Software ≤ 4,000 \$26,991.00 USD Software ≤ 5,000 \$33,021.00 USD Software ≤ 7,500 \$47,972.00 USD Software ≤ 10,000 \$59,307.00 USD Software ≤ 15,000 \$73,054.00 USD Software ≤ 20,000 \$82,221.00 USD Software ≤ 25,000 \$87,468.00 USD	\$87,468.00
			(AE) 10-year prepaid with each register	No Charge
			(AF)	\$6.00 per year per user
26	1	Year	Utility System Software, Cellular - Annual User Fee, if applicable	
			(AB) 1-500 End Points	\$9,474.90

Item	Approx. Qty.	Unit	Article and Description	Unit Price
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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-38

26	1	Year	Utility System Software, Cellular - Annual User Fee, if applicable	
			(AD) Prices are based on number of metering points AMI Hosting & Support annual fee. Hosting Subscription ≤ 100 1,997.10 USD Hosting Subscription ≤ 250 2,483.00 USD Hosting Subscription ≤ 800 3,109.00 USD Hosting Subscription ≤ 1,600 6,643.00 USD Hosting Subscription ≤ 2,400 8,041.00 USD Hosting Subscription ≤ 3,200 8,914.00 USD Hosting Subscription ≤ 4,000 9,948.00 USD Hosting Subscription ≤ 5,000 11,780.00 USD Hosting Subscription ≤ 7,500 15,372.00 USD Hosting Subscription ≤ 10,000 19,098.00 USD Hosting Subscription ≤ 15,000 26,840.00 USD Hosting Subscription ≤ 20,000 37,136.00 USD Hosting Subscription ≤ 25,000 39,896.00 USD	\$39,896.00
			(AE) 10-year prepaid with each register	No Charge
			(AF)	\$6.00 per user/per year
27	1	Each	Cellular Implementation and Mobilization Fee	
			(AB)	\$3,931.25
			(AD) Up to 10k metering points. Onsite Setup includes 4 days of travel expenses, training, detailed radio plan, use of project management software, and billing interface.	\$26,000.00
			(AF)	\$5,000.00
28	1	Year	Leak Detector Software compatible with AMI, AMR and Cellular. The price includes annual software license and annual support agreement	
			(AC)	\$25,000.00
			(AD) The price consists of yearly software license and a support agreement and will be invoiced on a yearly basis. Hosting Subscription ≤ 100 1,997.10 USD Hosting Subscription ≤ 250 2,483.00 USD Hosting Subscription ≤ 800 3,109.00 USD Hosting Subscription ≤ 1,600 6,643.00 USD Hosting Subscription ≤ 2,400 8,041.00 USD Hosting Subscription ≤ 3,200 8,914.00 USD Hosting Subscription ≤ 4,000 9,948.00 USD Hosting Subscription ≤ 5,000 11,780.00 USD Hosting Subscription ≤ 7,500 15,372.00 USD Hosting Subscription ≤ 10,000 19,098.00 USD Hosting Subscription ≤ 15,000 26,840.00 USD Hosting Subscription ≤ 20,000 37,136.00 USD Hosting Subscription ≤ 25,000 39,896.00 USD	\$39,896.00
Item	Approx. Qty.	Unit	Article and Description	Unit Price

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-39

28	1	Year	Leak Detector Software compatible with AMI, AMR and Cellular. The price includes annual software license and annual support agreement	
			(AE)	No Charge
29	1	Each	Commissioning and Testing of Leak Detector	
			(AC)	\$15,000.00
			(AD) Testing leak detector software	\$2,323.00
30	1	Each	Leak Detector Implementation for AMI, AMR, and Cellular	
			(AC)	\$25,000.00
			(AD) On boarding of leak detector software and training	\$4,929.00
31	1	Year	Leak Detector Annual Hosting and Support Fee for AMI, AMR, and Cellular	
			(AC)	\$18,000.00
			(AD) The price consists of yearly software license and a support agreement and will be invoiced on a yearly basis. Leak Detector ≤100 metering points 479.70 Leak Detector ≤250 metering points 1,168.00 Leak Detector ≤800 metering points 3,677.00 Leak Detector ≤1,600 metering points 6,948.00 Leak Detector ≤2,400 metering points 10,223.75 Leak Detector ≤3,200 metering points 13,361.25 Leak Detector ≤4,000 metering points 16,386.25 Leak Detector ≤5,000 metering points 20,098.75 Leak Detector ≤7,500 metering points 29,573.75 Leak Detector ≤10,000 metering points 38,686.25 Leak Detector ≤15,000 metering points 56,923.75 Leak Detector ≤20,000 metering points 74,461.25 Leak Detector ≤25,000 metering points 91,311.25	\$91,311.25
32	1	Month	Monthly cellular data fee cost per meter. Fee is additional to the annual hosting and support fee	
			(AA) Monthly service fee includes software hosting, Cellular data, 7 x 24 technical support, software updates, daily data back-ups, and guaranteed uptime.	\$1.02
			(AD) Price based on number of metering points. Annual cellular connection fee. < 1000 metering points \$7.40 < 2500 metering points \$7.20 < 5000 metering points \$7.00 < 10000 metering points \$6.80 < 20000 metering points \$6.20 < 30000 metering points \$5.60	\$7.40
			(AE)	\$0.00

Item	Approx. Qty.	Unit	Article and Description	Unit Price
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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-40

32	1	Month	Monthly cellular data fee cost per meter. Fee is additional to the annual hosting and support fee	
			(AF)	\$6.00 per user/per year
33	1	Each	Hand-Held RF Capable Reader (including rechargeable battery system, antenna, visual display, keypad & case)	
			(AA) Yuma 7 with integrated Orion transceiver and antenna.	\$11,000.00
			(AB) Belt Clip only. Does not include tablet	\$4,950.00
			(AC)	\$7,500.00
			(AD) READy Converter, US, advanced & Zebra Tablet	\$4,994.00
			(AE)	\$6,000.00
			(AF)	\$3,500.00
34	1	Each	Charging/Data Transfer Unit	
			(AC)	\$1,200.00
			(AF) Docking Station	\$350.00
35	1	Each	Spare Rechargeable Battery System (for Hand-Held RF Capable Reader)	
			(AB)	\$165.00
			(AC)	\$3,500.00
			(AF)	\$125.00
36	1	Each	Communication Cable (PC to Charging/Data Transfer Unit)	
			(AC)	\$25.00
			(AD) USB Optical Read-out head	\$449.00
			(AE) RF Bridge and Cable	\$350.00
			(AF)	\$15.00
37	1	Each	Mobile RF Capable Reader (including visual display, keypad & case)	
			(AA) Dell Latitude 7230 with Orion Transceiver and magnetic mount antenna.	\$11,000.00
			(AB) MRX Data Collector & Tablet	\$10,488.78
			(AC)	\$15,000.00
			(AE) Computer and Peripherals	\$4,000.00
			(AF) Mobile Kit + Laptop	\$4,000.00

Item	Approx. Qty.	Unit	Article and Description	Unit Price
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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-41

38	1	Each	12 VDC Cigarette Lighter Adapter	
			(AB)	\$197.00
			(AC)	\$150.00
			(AF)	\$160.00
39	1	Each	Magnetic Mount Antenna	
			(AA)	\$300.00
			(AB)	\$246.25
			(AC)	\$3,500.00
			(AD) Magnetic roof antenna, US	\$300.00
			(AE)	\$250.00
			(AF)	Included in item 37
40	1	Each	Communication Cable (RF Capable Reader or Laptop to PC)	
			(AC)	\$50.00
			(AF)	\$15.00
41	1	Each	Fixed Network RF Capable Unit	
			(AB)	\$24,158.25
			(AC)	\$35,000.00
			(AD) READY Collector set. Includes installation to existing utility owned asset. Does not include internet or cellular backhaul or if needed solar.	\$29,643.00
			(AF) Zenner Stealth Reader MIU	\$98.00
42	1	Each	Meter Transceiver Unit (including wiring harness & any specialized mounting hardware) Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	
			(AA) Orion ME Mobile RF Endpoint for connection to encoder, includes Badger Twist Tight connector. Add \$35.00 for Orion Cellular AMI Endpoint. See item #13 for optional connector pricing. Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	\$145.00 \$145.00 \$145.00 \$145.00 \$145.00

Item	Approx. Qty.	Unit	Article and Description	Unit Price
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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-42

42	1	Each	Meter Transceiver Unit (including wiring harness & any specialized mounting hardware) Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	
			(AB) Meter Transceiver Unit (including wiring harness & any specialized mounting hardware) Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	 \$143.40
			(AC) Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	 \$250.00 \$245.00 \$235.00 \$225.00 \$200.00
			(AD) Meter Transceiver Unit, Wall Mounted, Radio Read System. Excl. cable type. Please choose cable type item 13. Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	 \$256.00 \$256.00 \$256.00 \$256.00 \$256.00
			(AE) Meter Transceiver Unit (including wiring harness & any specialized mounting hardware) Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	 \$2,200.00 \$2,200.00 \$2,200.00 \$2,200.00 \$2,200.00
			(AF) Zenner Stealth Reader MIU with Lidlock Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	 \$105.50 \$105.50 \$105.50 \$99.50 \$99.50

Item	Approx. Qty.	Unit	Article and Description	Unit Price
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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-43

43	1	Each	Integrated Encoder/RF interface unit, for indoor mounting (bid as add-on to all types of meters) Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	
			(AA) Orion ME Mobile RF Endpoint, with integrated encoder. Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	 \$235.00 \$235.00 \$235.00 \$235.00 \$235.00
			(AB) Integrated Encoder/RF interface unit, for indoor mounting (bid as add-on to all types of meters) Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	 \$184.50 \$184.50 \$184.50 \$174.16 \$174.16
			(AC) Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	 \$350.00 \$345.00 \$335.00 \$325.00 \$300.00
			(AE) Integrated Encoder/RF interface unit, for indoor mounting (bid as add-on to all types of meters) Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	 \$450.00 \$450.00 \$450.00 \$450.00 \$450.00

Item	Approx. Qty.	Unit	Article and Description	Unit Price
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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-44

44	1	Each	Integrated Encoder/RF interface unit, for pit mounting (bid as add-on to all types of meters) Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	
			(AA) Orion ME Mobile RF Endpoint, with integrated encoder. Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	 \$235.00 \$235.00 \$235.00 \$235.00 \$235.00
			(AB) Integrated Encoder/RF interface unit, for pit mounting (bid as add-on to all types of meters) Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	 \$235.68 \$235.68 \$235.68 \$222.48 \$222.48 \$222.48
			(AC) Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	 \$350.00 \$345.00 \$335.00 \$325.00 \$300.00
			(AE) Integrated Encoder/RF interface unit, for pit mounting (bid as add-on to all types of meters) Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	 \$450.00 \$450.00 \$450.00 \$450.00 \$450.00

Item	Approx. Qty.	Unit	Article and Description	Unit Price
45	1	Each	Meter Transceiver Unit, Wall Mounted, Radio Read System Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	
			(AA) Orion ME Mobile RF Endpoint for connection to encoder, includes Badger Twist Tight connector, and wall mount kit. Add \$35.00 for Orion Cellular AMI Endpoint. See item #13 for optional connector pricing. Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	\$160.00 \$160.00 \$160.00 \$160.00 \$160.00
			(AB) Meter Transceiver Unit, Wall Mounted, Radio Read System Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	\$127.80 \$127.80 \$127.80 \$119.81 \$119.81 \$119.81
			(AC) Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	\$250.00 \$245.00 \$235.00 \$225.00 \$200.00
			(AD) Meter Transceiver Unit, Wall Mounted, Radio Read System. Excl. cable type. Please choose cable type item 13. Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	\$256.00 \$256.00 \$256.00 \$256.00 \$256.00
			(AF) Qty 2-99 Qty 100-499 Qty 500-999 Qty 1000-2999 Qty 3000 or more	\$108.00 \$103.00 \$103.00 \$97.00 \$97.00

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-46

Item	Approx. Qty.	Unit	Article and Description	Unit Price
46	1	Each	RF Capable Data Storage/Transceiver Device, Tablet Computer	
			(AA) Orion Transceiver and magnetic mount antenna.	\$5,300.00
			(AC)	\$1,000.00
			(AD) Zebra TC27 rugged tablet or comparable tablet	\$1,900.00
			(AF)	\$900.00
47	1	Each	RF Capable Data Storage/Transceiver Device, Laptop Computer	
			(AA) Orion Transceiver and magnetic mount antenna.	\$5,300.00
			(AC)	\$1,000.00
			(AD) Panasonic CF-55 or comparable rugged laptop	\$3,200.00
			(AE)	\$6,000.00
			(AF)	\$900.00
48	1	Each	RF Capable Data Storage/Transceiver Device, Cellular/Wireless	
			(AD) Zebra TC27 rugged tablet or comparable tablet	\$1,900.00
			(AF) Zenner Stealth Collector w. Cell Card	\$3,500.00
49	1	Year	Annual Technical Support Fee, if applicable List what is included in the Technical Support:	
			(AA) Included in with Monthly Software fees	
			(AB) Included w/360 Software Subscription	
			(AE) No technical fee at this time	\$0.00
			(AF)	Annual Technical Support Fee is included in the AMR/AMI system pricing. Refer to attached Sample Zenner License and Maintenance Agreement.
50	1	Year	Annual Equipment Support Fee, if applicable List what is included in the Equipment Support:	
			(AB)	See Exhibit A for pricing
			(AE)	No Fee
			(AF)	Annual Equipment Support Fee will depend on equipment installed per job.

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 50-00000-24-00019

Page-47

Item	Approx. Qty.	Unit	Article and Description	Unit Price
51	%	Percent	Percentage of Discount offered for other items not specifically listed off Current Manufacturer's Catalog List. Price Discount for items shall only include items related to Cold Water Meters, Encoding & Reading Equipment & Utility System Software only.	
			(AA)	20%
			(AB)	20%
			(AC)	20%
			(AD)	10%
			(AF)	0%
52	1	List	Sales, Services and Parts Availability. Bidders to list the name(s), location(s) of the business(es) that will provide sales, service and replacement parts.	
			(AA)	Baker Utility Supply 4320 2nd St. NW Albuquerque, NM 87107
			(AB)	See Exhibit A for list
			(AC)	New Mexico Meters
			(AD)	Resource Wise LLC 6701 Edith Blvd Suite F Albuquerque, NM 87113 505-359-5763, Kamstrup Water Metering LLC 2855 Forsyth Commerce Way Cumming, GA 30040
			(AE)	Water Meters of New Mexico Brant Jones 589 Gavilan Canyon Road Ruidoso, NM 88345 Metron Farnier 5665 Airport Blvd. Boulder, CO 80301
			(AF)	DeWayne Milligan Zenner USA Regional Sales Mgr 15280 Addison Rd. Ste 240 Addison, TX75001

*** 52 Items Total ***

Certificate Of Completion

Envelope Id: A64FD44CEEC54745B245BD16F601ED4D

Status: Completed

Subject: 50-00000-24-00019 Cold Water Meters, Encoding & Reading Equipment & Utility System Software

Source Envelope:

Document Pages: 47

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Yulastuti Wulandari

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Yulastuti.Wulandari@gsd.nm.gov

IP Address: 164.64.63.2

Record Tracking

Status: Original

Holder: Yulastuti Wulandari

Location: DocuSign

11/4/2024 11:07:47 AM

Yulastuti.Wulandari@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: General Services Department

Location: DocuSign

Signer Events**Signature****Timestamp**

Michael Saavedra



Sent: 11/4/2024 11:10:38 AM

Michael.Saavedra@gsd.nm.gov

Viewed: 11/4/2024 11:12:39 AM

IT and Const. Bureau Chief

Signed: 11/4/2024 11:12:49 AM

New Mexico General Services

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Accepted: 6/4/2020 11:04:51 AM

ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Yulastuti Wulandari



Sent: 11/4/2024 11:12:54 AM

yulastuti.wulandari@gsd.nm.gov

Viewed: 11/4/2024 11:15:12 AM

Procurement Specialist

Signed: 11/4/2024 11:15:17 AM

New Mexico General Services

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Dorothy Mendonca



Sent: 11/4/2024 11:15:21 AM

dorothy.mendonca@gsd.nm.gov

Viewed: 11/4/2024 11:37:06 AM

SPD Division Director / State Purchasing Agent

Signed: 11/4/2024 11:37:15 AM

General Services Department

Signature Adoption: Pre-selected Style

Signing Group: 35000 - State Purchasing Agent

Using IP Address: 164.64.62.10

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 4/14/2023 7:24:59 AM

ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/4/2024 11:10:38 AM
Certified Delivered	Security Checked	11/4/2024 11:37:06 AM
Signing Complete	Security Checked	11/4/2024 11:37:15 AM
Completed	Security Checked	11/4/2024 11:37:15 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPDinfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPDinfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPDinfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPInfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

Metron Meters and Smart Registers Purchased by Fiscal Year

Meters Installed by Fiscal Year

2026

- 1,187 Meters Purchased
- 6,700 Registers Purchased
- Meters Installed 2026 to present day: 1,651

2025

- 86 Meters Purchased
- 1,012 Registers Purchased
- Meters Installed: 5,949

2024

- 6,520 Meters Purchased
- 815 Registers Purchased
- Meters Installed: 852

2023

- 2,001 Meters Purchased
- Meters Installed: 649

2022

- 56 Meters Purchased
- Meters Installed: 2,014

2021

- 3,068 Meters Purchased
- Meters Installed: 648

2020

- 2,179 Meters Purchased
- Meters Installed: 935

2019

- 423 Meters Purchased
- Meters Installed: 148

2018

- 272 Meters Purchased
- Meters Installed :120



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
September 8, 2026

SUBJECT: Consideration of Approval to Purchase Replacement Fleet Vehicles for the Utilities Department

DEPT OF ORIGIN: Utilities

DATE SUBMITTED: 8/3/2026

SUBMITTED BY: Todd Ray, Utilities Superintendent

Summary: The City of Hobbs Utilities Department is requesting authorization to purchase two replacement utility maintenance trucks. The acquisition will replace two existing fleet assets that are no longer viable for operations:

- **Unit 1773 (2017 Ford F-250 XL):** Has reached its useful life expectation with over 114,000 operational miles.
- **Unit 1639 (2016 Ford F-350):** Deemed a total loss following an accident in 2025.

PROPOSED ACQUISITION:

To maintain continuous community service and restore fleet capacity, the department proposes purchasing:

- **One (1) Ford F-250 XL:** To be utilized as a Supervisor Truck, enabling field management, incident response, and site oversight.
- **One (1) Ford F-450 DRW (Dual Rear Wheel):** To be outfitted as a heavy-duty Service Truck for the Utility Maintenance Department's primary fieldwork and equipment hauling.

Replacing these units ensures field supervisors and maintenance crews can safely respond to infrastructure needs, emergency service calls, and daily utility operations without costly downtime or heightened maintenance expenses. Also, upgrading the totaled asset from an F-350 to a heavier-duty Ford F-450 DRW (Dual Rear Wheel) represents a strategic right-sizing of the fleet that directly improves operational efficiency and safety for frontline utility crews. This higher-capacity service truck is specifically required to support backhoe crews during large-scale excavation and infrastructure repair jobs, where transporting heavy equipment, specialized tooling, and high-tonnage materials is a daily necessity. The F-450 DRW configuration delivers the enhanced gross vehicle weight rating (GVWR) and payload capacity required to securely haul heavy utility trailers and backhoe attachments without overloading the chassis. Ultimately, this procurement protects the City of Hobbs from unpredictable operational deficits, minimizes emergency repair expenditures, and ensures the Utilities Department can reliably meet maintenance and repair timelines.

Fiscal Impact:

Fiscal Impact : \$131,801.50

Funding for this procurement is fully approved and available in the FY 2027 Enterprise Fund Budget under Account Number 60-4610-43003, with a total budgeted amount of \$140,000.00

Attachments:

F-450 Chalmers Ford Quote
F-250XL Chalmers Ford Quote
Ford Truck Pics

Recommendation:

Award Statewide Pricing Agreement #40-00000-24-00068 for the purchase of 2027 Ford F250XL and 2027 Ford F450 DRW Trucks in the amount of \$131,801.50

Approved By:

Anthony Henry, Utilities Director	08/04/2026
Deb Corral, Finance Director	08/06/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	08/07/2026
Manny Gomez, City Manager	08/31/2026



PROPOSAL

2500 Rio Rancho Blvd
Rio Rancho, NM 87124

(505) 610-3770

QUOTE TO: City of Hobbs

SHIPPED TO: 2027 Ford F-450 Ext. Cab Chassis DRW- Oxford White
7.3L Gas// 84" CA

PROPOSAL #	072726-1
PROPOSAL DATE	July 27th, 2026
MEMBER PO #.	
CES PO#	
TERMS	Due on Receipt
SALES REP	Jocelyn Hernandez
SHIPPED VIA	Pick UP
F.O.B.	
PREPAID or COLLECT	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Statewide Price Agreement #40-00000-24-00068		
1	Item 8: Class 4, Cab and Chassis 4x4 DRW	\$ 66,700.00	\$ 66,700.00
	Options:		\$ -
	Specs attached		\$ -
			\$ -
			\$ -
1	SPA Discount (4.5%)	\$ (3,001.50)	\$ (3,001.50)
			\$ -
1	Tint	\$ 350.00	\$ 350.00
1	Utility Body (84"DRW)	\$ 17,000.00	\$ 17,000.00
1	Light Bar (Amber/Blue) Directional	\$ 2,800.00	\$ 2,800.00
1	Perimeter Lights (Amber/Blue)	\$ 1,600.00	\$ 1,600.00
1	SPA Discount off of options (4%)	\$ (870.00)	\$ (870.00)
1	Chalmers Ford Discount	\$ (2,000.00)	\$ (2,000.00)
			\$ -
Unit to be ordered		SUBTOTAL	82,578.50
		TAX	0.00
Proposal Valid for 90 Days		FREIGHT	
			\$82,578.50
			PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:

Jocelyn Hernandez
505.610.3770

jhernandez@chalmersford.com





Preview Order 9999 - X4H 4x4 Super Chas Cab DRW : Order Summary Time of Preview: 05/18/2026 11:10:39 Receipt: NA

Dealership Name : Chalmers Ford

Sales Code : F56463

Dealer Rep.	Jocelyn Hernandez	Type	Fleet	Vehicle Line	Superduty	Order Code	9999
Customer Name	Hobbs	Priority Code	H3	Model Year	2027	Price Level	715

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F450 4X4 SUPERCAB CHAS CAB/192	\$61560	16500# GVWR PACKAGE	\$0
192 INCH WHEELBASE	\$0	50 STATE EMISSIONS	\$0
TOTAL BASE VEHICLE	\$61560	JOB #1 ORDER	\$0
OXFORD WHITE	\$0	SPARE TIRE AND WHEEL	\$350
VINYL 40/20/40 SEATS	\$0	TRAILER BRAKE CONTROLLER	\$300
MEDIUM DARK SLATE	\$0	JACK	\$0
PREFERRED EQUIPMENT PKG.650A	\$0	EXTRA HEAVY SERVICE SUSPENSION	\$125
.XL TRIM	\$0	REAR VIEW CAMERA & PREP KIT	\$515
.AIR CONDITIONING -- CFC FREE	\$0	CONN PKG:1 YR INCL W/FORD APP	\$0
.AM/FM STEREO MP3/CLK	\$0	SECURITY PACKAGE: 1 YR INCL	\$0
.7.3L DEVCT NA PFI V8 ENGINE	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
10-SPEED AUTO TORQSHIFT	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
225/70R19.5G BSW MAX TRAC TIRE	\$215	FUEL CHARGE	\$0
4.88 RATIO LIMITED SLIP AXLE	\$395	NET INVOICE FLEET OPTION (B4A)	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	PRICED DORA	\$0
FRONT LICENSE PLATE BRACKET	\$0	ADVERTISING ASSESSMENT	\$0
PLATFORM RUNNING BOARDS	\$445	DESTINATION & DELIVERY	\$2795
		MSRP	
TOTAL BASE AND OPTIONS			\$66700
DISCOUNTS			NA
TOTAL			\$66700

This order has not been submitted to the order bank.

This is not an invoice.



PROPOSAL

2500 Rio Rancho Blvd
Rio Rancho, NM 87124

(505) 610-3770

QUOTE TO: City of Hobbs

SHIPPED TO: 2027 Ford F-250 Extended Cab XL 4x4- Oxford White
7.3L Gas Engine// Short Bed
148" WB

PROPOSAL #	072726-2
PROPOSAL DATE	July 27th, 2026
MEMBER PO #.	
CES PO#	
TERMS	Due on Receipt
SALES REP	Jocelyn Hernandez
SHIPPED VIA	Pick UP
F.O.B.	
PREPAID or COLLECT	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Statewide Price Agreement #40-00000-24-00068		
1	Item 16: Pick up 3/4 ton	\$ 56,350.00	\$ 56,350.00
	Options:		\$ -
	Specs attached		\$ -
			\$ -
			\$ -
1	SPA Discount (2%)	\$ (1,127.00)	\$ (1,127.00)
			\$ -
1	Chalmers Ford Discount	\$ (6,000.00)	\$ (6,000.00)
			\$ -
Unit to be ordered		SUBTOTAL	49,223.00
		TAX	0.00
Proposal Valid for 90 Days		FREIGHT	
			\$49,223.00
			PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:

Jocelyn Hernandez
505.610.3770

jhernandez@chalmersford.com





Preview Order 9999 - X2B 4x4 Super Cab SRW : Order Summary Time of Preview: 07/27/2026 08:55:33 Receipt: NA

Dealership Name : Chalmers Ford

Sales Code : F56463

Dealer Rep.	Jocelyn Hernandez	Type	Fleet	Vehicle Line	Superduty	Order Code	9999
Customer Name	Hobbs	Priority Code	J4	Model Year	2027	Price Level	715

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F250 4X4 SUPERCAB PICKUP/148	\$51335	10000# GVWR PACKAGE	\$0
148 INCH WHEELBASE	\$0	50 STATE EMISSIONS	\$0
TOTAL BASE VEHICLE	\$51335	SPARE TIRE AND WHEEL	\$0
OXFORD WHITE	\$0	TRAILER BRAKE CONTROLLER	\$300
VINYL 40/20/40 SEATS	\$0	JACK	\$0
MEDIUM DARK SLATE	\$0	REMOTE START SYSTEM	\$250
PREFERRED EQUIPMENT PKG.600A	\$0	TOUGH BED SPRAY IN BEDLINER	\$650
.XL TRIM	\$0	CONN PKG:1 YR INCL W/FORD APP	\$0
.AIR CONDITIONING -- CFC FREE	\$0	SECURITY PACKAGE: 1 YR INCL	\$0
.AM/FM STEREO MP3/CLK	\$0	XL CHROME PACKAGE	\$425
.7.3L DEVCT NA PFI V8 ENGINE	\$0	.FOG LAMPS	\$0
.10-SPEED AUTO TORQSHIFT-G	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
LT245/75R17E BSW ALL-TERRAIN	\$165	SPECIAL FLEET ACCOUNT CREDIT	\$0
3.73 ELECTRONIC-LOCKING AXLE	\$430	FUEL CHARGE	\$0
JOB #1 ORDER	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	PRICED DORA	\$0
FRONT LICENSE PLATE BRACKET	\$0	ADVERTISING ASSESSMENT	\$0
		DESTINATION & DELIVERY	\$2795
		MSRP	
TOTAL BASE AND OPTIONS		\$56350	
DISCOUNTS		NA	
TOTAL		\$56350	

This order has not been submitted to the order bank.

This is not an invoice.

Projected Image of F-450



Projected Image of F250XL





CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
September 8, 2026

SUBJECT: Resolution No. 7831 - Authorizing the Mayor to Execute a Memorandum of Agreement with Lea County for Commercial Airline Subsidy for FY2027

DEPT OF ORIGIN: Legal

DATE SUBMITTED: 6/2/2025

SUBMITTED BY: Medjine Desrosiers-Douyon, Deputy City Attorney

Summary:

This resolution authorizes the Mayor to execute a Memorandum of Agreement ("MOA") with Lea County detailing the terms and responsibilities of the entities' joint requirements for the airline subsidy. The City of Hobbs and Lea County will provide subsidy funding not to exceed \$5,441,964.00 in the aggregate or \$2,720,982.00 for each entity pursuant to the attached MOU between the City and County for services.

Fiscal Impact:

Budget Line: 01-42601-00396

Amount: 3,400,000

Max Expense: \$2,720,982.00

Attachments:

A Resolution authorizing the mayor to execute an MOU with Lea County for
COMMERCIAL AIRLINE SUBSIDY(1)
2027 MOA Lea County Hobbs - United

Recommendation:

The Commission should consider the Resolution.

Approved By:

Medjine Desrosiers-Douyon, Deputy City Attorney 08/25/2026

Deb Corral, Finance Director 08/26/2026

Medjine Desrosiers-Douyon, Deputy City Attorney 08/26/2026

Manny Gomez, City Manager 08/31/2026

CITY OF HOBBS

RESOLUTION NO. 7831

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH LEA COUNTY FOR COMMERCIAL AIRLINE SUBSIDY FOR FY 26-27

WHEREAS, the City of Hobbs and Lea County recognize that commercial airline service at Lea Regional Airport provides significant economic and transportation benefits to the region; and

WHEREAS, the parties desire to share the local funding obligations necessary to support continued commercial airline service during Fiscal Year 2026–2027, with the subsidy obligation for each entity not to exceed \$2,720,982.00; and

WHEREAS, the Economic Development Corporation of Lea County has negotiated an agreement for continued commercial airline service requiring local subsidy support when necessary to maintain such service; and

WHEREAS, the City finds that entering into the Memorandum of Agreement serves a valid public purpose and is in the best interests of the City of Hobbs and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor is authorized to execute the Memorandum of Agreement between the City of Hobbs and Lea County concerning the funding of commercial airline subsidies for Fiscal Year 2027, substantially in the form presented to the Governing Body, subject to final legal review. The combined subsidy obligation of the City and County shall not exceed \$5,441,964.00, and the City's total obligation shall not exceed \$2,720,982.00. The City's payments shall be subject to the terms of the Agreement, receipt and approval of supporting documentation, lawful appropriation, and availability of funds.

PASSED, ADOPTED AND APPROVED this 8th day of September, 2026.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**MEMORANDUM OF AGREEMENT BETWEEN
LEA COUNTY, NEW MEXICO AND THE
CITY OF HOBBS**

This Memorandum of Agreement is made by and between Lea County, New Mexico (*hereinafter* "County") and the City of Hobbs (*hereinafter* "City").

PURPOSE

The purpose of this agreement is to memorialize the terms and agreement between County and City regarding their funding of airline subsidy for FY 26-27. County and City agree to cooperate as outlined in this Memorandum of Agreement.

WHEREAS, County and City agree that a major airline service in Lea County provides a significant economic benefit to Lea County; and

WHEREAS, a major airline service to Lea County provides efficient transportation for its citizens and businesses; and

WHEREAS, a major airline service in Lea County is required in the recruitment of new businesses and maintaining existing businesses; and

WHEREAS, the Economic Development Corporation of Lea County ("EDC") has negotiated and obtained an agreement with United Airlines ("United") to provide regular jet air service to and from Hobbs, NM; and

WHEREAS, the agreement between EDC and United may require subsidy funding to maintain the air service, and the County and City have separately agreed with EDC to provide their respective shares of any required subsidy funding; and

WHEREAS, County and City desire to jointly fund any required subsidy.

NOW THEREFORE, County and City agree as follows:

SUBSIDY FUNDING

1. County and City agree to budget and share equally the costs of subsidy funding for FY 26-27.

2. The subsidy shall not exceed \$5,441,964.00 in the aggregate or \$2,720,982.00 for each entity.

3. At the conclusion of each quarter, United will provide an accounting to EDC, which will determine the subsidy requirements. County and City shall monitor and confirm the subsidy amounts.

4. Each entity shall pay one-half of each of the four (4) quarterly required subsidy payments.

MERGER OF AGREEMENT

This agreement incorporates all 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 Agreement. No prior statements, representations, promises, or agreement of understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

SOVEREIGN IMMUNITY

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

LIABILITY

Each party agrees to bear liability and responsibility for the negligent, reckless, or deliberate acts or omissions of their own officers and employees, as limited by the New Mexico Tort Claims Act.

THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing the Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to the Agreement to maintain, pursuant to the provisions of the Agreement, a suit of any nature, including but not limited to suits alleging wrongful death, bodily and/or personal injury to person(s), damages to property(ies), and/or any cause of action.

INSURANCE

Both County and City shall maintain liability insurance or qualify as a self-insured entity, as required by law.

TERM

This Memorandum of Agreement applies to the four quarterly airline subsidy periods occurring during Fiscal Year 2027, beginning July 1, 2026, and ending June 30, 2027, including any final accounting, reconciliation, or payment associated with those

periods. Nothing in this Agreement obligates either entity to provide airline subsidy funding for any subsequent fiscal year.

SEVERABILITY

If any provision of this Memorandum of Agreement is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

NO ORAL MODIFICATION

The foregoing constitutes the entire agreement between the Parties and may be modified only in writing signed by both Parties. Amendments and alterations to this agreement after execution may only be made in writing signed by both parties.

GOVERNING LAW

This Memorandum of Agreement shall be construed in accordance with the laws of the State of New Mexico.

EFFECTIVE DATE

This Memorandum of Agreement shall be in full force and effect upon execution and approval of the parties hereto.

<<<Signatures on the following page>>>

ATTEST:

LEA COUNTY, NEW MEXICO

BY: _____
Tyson Pierce,
County Chair

Date: _____

ATTEST:

CITY OF HOBBS

BY: _____
Jonathan Sena,
Mayor

Date: _____

Approved as to Form:

BY: _____
John W. Caldwell
County Attorney

Date: _____

BY: _____
Medjine Desrosier-Douyon,
City Attorney

Date: _____



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
September 8, 2026

SUBJECT: Resolution No. 7832 - Authorizing the Mayor to Execute a Memorandum of Agreement with Lea County for JSX Airline Subsidy for FY2027

DEPT OF ORIGIN: Legal

DATE SUBMITTED: 8/6/2026

SUBMITTED BY: Medjine Desrosiers-Douyon, Deputy City Attorney

Summary:

This resolution authorizes the Mayor to execute a Memorandum of Agreement with Lea County for funding JSX public charter air service during Fiscal Year 2027. The maximum service subsidy is \$2,800,000.00, of which \$2,250,000.00 is anticipated to be funded through the City's Rural Air Service Enhancement Grant. Lea County will contribute up to \$275,000.00 toward the remaining local obligation, with County funds applied before City local funds. The City's local contribution will not exceed \$275,000.00.

Fiscal Impact:

RASE Grant: \$2,250,000.00

Lea County Contribution: Up to \$275,000.00

City Local Contribution: Up to \$275,000.00

Maximum Total: \$2,800,000.00

Note: Budget adjustment will be necessary to account for County Funding

Attachments:

RESOLUTION - MOU Lea County Re JSX Airline 2026

26-27 MOA Lea County Hobbs JSX

Recommendation:

The Commission should consider the Resolution.

Approved By:

Medjine Desrosiers-Douyon, Deputy City Attorney 08/25/2026

Deb Corral, Finance Director 08/25/2026

Medjine Desrosiers-Douyon, Deputy City Attorney 08/25/2026

Manny Gomez, City Manager 08/31/2026

CITY OF HOBBS

RESOLUTION NO. 7832

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH LEA COUNTY FOR JSX AIRLINE SUBSIDY FOR FY 2027

WHEREAS, the City of Hobbs ("City") is a home rule municipality organized and existing under the laws of the State of New Mexico; and

WHEREAS, the Governing Body recognizes that reliable air service is essential to the economic vitality of the City of Hobbs and Lea County by providing residents, businesses, visitors, and industries with efficient access to regional and national transportation networks; and

WHEREAS, public charter air service enhances regional connectivity, supports economic development, assists local employers in recruiting and retaining a skilled workforce, and improves travel opportunities for residents and visitors; and

WHEREAS, the City has secured a Rural Air Service Enhancement (RASE) Grant in the amount of Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00) to support continued public charter air service at Lea Regional Airport; and

WHEREAS, the maximum subsidy for the public charter air service for Fiscal Year 2026–2027 shall not exceed Two Million Eight Hundred Thousand Dollars (\$2,800,000.00), leaving a remaining local funding obligation of Five Hundred Fifty Thousand Dollars (\$550,000.00) after application of the RASE Grant; and

WHEREAS, Lea County has agreed to contribute up to Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) toward the remaining local funding obligation before the application of City local funds, and the City has agreed to contribute any additional required local funding in an amount not to exceed Two Hundred Seventy-Five Thousand Dollars (\$275,000.00), pursuant to a Memorandum of Agreement; and

WHEREAS, the Governing Body finds that entering into the Memorandum of Agreement serves a valid public purpose by promoting economic development, supporting local businesses, improving regional accessibility, and enhancing the quality of life for the citizens of Hobbs and Lea County.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor is hereby authorized to execute the Memorandum of Agreement between the City of Hobbs and Lea County regarding the local funding of JSX public charter air service for Fiscal Year 2027, substantially in the form presented to the Governing Body and subject to final legal review. The combined local funding obligation shall not exceed \$550,000.00, and the City's local contribution shall not exceed \$275,000.00. Available RASE Grant funding shall be applied first, the County's contribution shall be applied second, and City local funds shall be applied only after the County's contribution has been fully applied. The City's obligation remains subject to lawful appropriation, availability of funds, and receipt and approval of required supporting documentation.

PASSED, ADOPTED AND APPROVED this 8th day of September, 2026.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**MEMORANDUM OF AGREEMENT BETWEEN
LEA COUNTY, NEW MEXICO, AND THE
CITY OF HOBBS**

This Memorandum of Agreement is made by and between Lea County, New Mexico (*hereinafter* "County") and the City of Hobbs (*hereinafter* "City").

PURPOSE

The purpose of this agreement is to memorialize the terms and agreement between County and City regarding their funding of expanded air service subsidy for FY 26-27. County and City agree to cooperate as outlined in this Memorandum of Agreement.

WHEREAS, County and City agree that an additional air service to a major hub to Lea County provides a significant economic benefit to Lea County; and

WHEREAS, an additional air service to Lea County provides efficient transportation for its citizens and businesses; and

WHEREAS, an additional air service in Lea County is required in the recruitment of new businesses and maintaining existing businesses; and

WHEREAS, the Economic Development Corporation of Lea County ("EDC") has negotiated and obtained an agreement with JetSuiteX, Inc. ("JSX") to provide regular jet air service to and from Hobbs, NM; and

WHEREAS, the agreement requires payments, if necessary, to maintain the air service; and

WHEREAS, the City of Hobbs has an agreement with the EDC to furnish necessary payments if necessary; and

WHEREAS, County and City desire to jointly fund any required payment.

NOW THEREFORE, County and City agree as follows:

FUNDING

1. The maximum funding required for JSX public charter air service during Fiscal Year 2027 shall not exceed \$2,800,000.00. The parties anticipate that \$2,250,000.00 in Rural Air Service Enhancement ("RASE") Grant funding will be applied to the eligible subsidy costs, resulting in a maximum local funding obligation of \$550,000.00.
2. The County's contribution shall not exceed \$275,000.00, and the City's local contribution shall not exceed \$275,000.00.

3. The County shall pay \$275,000.00 to the City within thirty (30) days after the effective date of this Agreement. The City shall use the County's contribution solely for eligible JSX public charter air service costs during Fiscal Year 2027.
4. For purposes of the final allocation of eligible subsidy costs, available RASE Grant funding shall be applied first, the County's contribution shall be applied second, and the City's local funds shall be applied only after the County's contribution has been fully applied.
5. The City may temporarily advance funds while awaiting reimbursement under the RASE Grant. Any such advance shall not alter the final allocation of costs established in this Agreement.
6. Following the final accounting for Fiscal Year 2027, the City shall provide the County with a reconciliation showing the total eligible subsidy costs, RASE Grant funds applied, County funds applied, and City local funds applied. Any County funds remaining after payment of all eligible costs shall be returned to the County within thirty (30) days after completion of the final reconciliation.
7. Neither party shall be obligated under this Agreement to contribute more than \$275,000.00 in local funds. Any increase in the local funding obligation resulting from a reduction, denial, or unavailability of anticipated RASE Grant funding shall require a written amendment approved by both parties.

MERGER OF AGREEMENT

This agreement incorporates all 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 agreement. No prior statements, representations, promises, or agreements of understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

SOVEREIGN IMMUNITY

County and City and their public employees (as defined in the New Mexico Tort Claims Act) do not waive sovereign immunity, do not waive any defense(s), and/or do not waive any limitation(s) pursuant to the New Mexico Tort Claims Act. No provision in the agreement modifies and/or waives any provision of the New Mexico Tort Claims Act as it relates to CITY and COUNTY and their public employees.

LIABILITY

Each party agrees to bear liability and responsibility for the negligent, reckless, or deliberate acts or omissions of their own officers and employees, as limited by the New Mexico Tort Claims Act.

THIRD-PARTY BENEFICIARIES

It is specifically agreed between the parties executing the agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the agreement to maintain, pursuant to the provisions of the agreement, a suit of any nature, including but not limited to suits alleging wrongful death, bodily and/or personal injury to person(s), damages to property(ies), and/or any cause of action.

INSURANCE

Both County and City shall maintain liability insurance or qualify as a self-insured entity, as required by law.

TERM

This Agreement applies to eligible JSX public charter air service costs incurred during Fiscal Year 2027, beginning July 1, 2026, and ending June 30, 2027, including any subsequent final accounting, reimbursement, or reconciliation attributable to that period.

SEVERABILITY

If any provision of this Memorandum of Agreement is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Agreement is invalid or unenforceable but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

NO ORAL MODIFICATION

The foregoing constitutes the entire agreement between the Parties and may be modified only in writing and signed by both Parties. Amendments and alterations to this agreement after execution may only be made in writing and signed by both parties.

GOVERNING LAW

This Memorandum of Agreement shall be construed in accordance with the laws of the State of New Mexico.

EFFECTIVE DATE

This Memorandum of Agreement shall be in full force and effect upon execution and approval of the parties hereto.

ATTEST:

LEA COUNTY, NEW MEXICO

BY: _____
Tyson Pierce,
County Chair

Date: _____

ATTEST:

CITY OF HOBBS

BY: _____
Jonathan Sena,
Mayor

Date: _____

Approved as to Form:

BY: _____
John W. Caldwell
County Attorney

Date: _____

BY: _____
Medjine Desrosier-Douyon,
City Attorney

Date: _____



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
September 8, 2026

SUBJECT: Resolution No. 7833 - Approving a Professional Services Agreement Between the City of Hobbs and the Hobbs Municipal Schools Regarding Middle School Athletic Programs

DEPT OF ORIGIN: Recreation

DATE SUBMITTED: 8/14/2026

SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

For many years, the City of Hobbs operated a winter basketball program for boys and girls. Beginning in 1999, the City and the Hobbs Municipal Schools entered into an agreement that funded the basketball program which the Hobbs Municipal Schools began to operate. In the interim, the Hobbs Municipal Schools have expanded the program to include volleyball and football.

The Hobbs Municipal Schools will use New Mexico Activities Association certified coaches for these programs and will provide documentation of such training to the City of Hobbs. The Hobbs Municipal Schools will also provide a report of activities and participation, and the City has the right to request and/or examine these records as provided in the agreement. During the 2025-2026 school year, Hobbs Municipal Schools reported the following participation in the activities included in this agreement: Volleyball: 267; Boys and Girls Basketball: 250; Football: 310; Total participants: 827.

Fiscal Impact:

\$75,000.00 budgeted for FY27 in the Recreation budget, Professional Services, 01-0330-42601.

Attachments:

Hobbs Municipal Schools Middle School Athletic Programs Resolution - 2026
HMS PSA For Middle School Athletic Programs - 2026

Recommendation:

Consider approving the Resolution authorizing the Professional Services Agreement.

Approved By:

Medjine Desrosiers-Douyon, Deputy City Attorney	08/25/2026
Deb Corral, Finance Director	08/25/2026
Medjine Desrosiers-Douyon, Deputy City Attorney	08/25/2026

CITY OF HOBBS

RESOLUTION NO. 7833

A RESOLUTION APPROVING AN AGREEMENT
BETWEEN THE CITY OF HOBBS AND THE HOBBS MUNICIPAL SCHOOLS
REGARDING MIDDLE SCHOOL ATHLETIC PROGRAMS.

WHEREAS, beginning in 1999 the City of Hobbs has funded a community basketball program which was operated by the Hobbs Municipal Schools; and

WHEREAS, the Middle School Athletic Program has since expanded to include basketball, volleyball, and football programs for 6th and 7th grade students; and

WHEREAS, the Hobbs Municipal Schools will use New Mexico Activities Association certified coaches for these programs and will provide documentation of such training to the City of Hobbs; and

WHEREAS, the Hobbs Municipal Schools will also provide a report of activities and participation, and the City has the right to request and/or examine these records as provided in the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is, authorized and directed to execute this Professional Services Agreement between the City of Hobbs and the Hobbs Municipal Schools, a copy of which is attached hereto and incorporated herein.

PASSED, ADOPTED AND APPROVED this 8th day of September, 2026.

JONATHAN SENA, Mayor

ATTEST:

JAN FLETCHER, City Clerk

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into on the ____ day of _____, 2026, by and between the CITY OF HOBBS, NEW MEXICO, a municipal corporation, (hereinafter referred to as "CITY") and the local School Board of Hobbs Municipal School District, (hereinafter referred to as "SCHOOLS").

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

I.

SCHOOLS shall operate football, volleyball, and basketball programs for 6th and 7th grade students (hereinafter referred to as "Middle School Athletic Program"). SCHOOLS shall perform the necessary services toward promoting these activities in the community, and such services shall include, but not be limited to, the following:

- A. Provide facilities to operate the Middle School Athletic Program;
- B. Provide necessary equipment as needed to fulfill requirements of the Middle School Athletic Program. This includes, but is not limited to employee uniforms, balls, helmets, jerseys, pants, protective equipment, whistles and awards associated with the program. Equipment shall be the property of SCHOOLS;
- C. Hire and maintain a program coordinator and adequate staff to service the Middle School Athletic Program. Program coordinator and staff shall be employees of SCHOOLS and shall not be employees of CITY and are not entitled to any City of Hobbs benefits, including, but not limited to, insurance, leave, worker's compensation, and/or retirement;
- D. Design and place news releases and advertising in the appropriate media, naming CITY as co-sponsor;
- E. Maintain daily records of activities and the number of participants in the program and submit a report of actual expenses at the conclusion of the program;
- F. Coordinate with City's Recreation Department on an as needed basis on any issues arising from program;
- G. Maintain all trash and general cleanliness of the facility. Maintain and operate all concession stands, restroom facilities, bleachers and other gym amenities;
- H. Ensure all coaches for all football, basketball and volleyball teams are New Mexico Activities Association certified coaches and SCHOOLS shall provide documentation of such certification for all coaches to the CITY. SCHOOLS shall also ensure all coaches and associated staff receive regular training related to safety of all

participants;

I. Perform such other related services as mutually agreed upon by both parties and requiring no additional cost as anticipated by the scope of this Agreement including a final written evaluation of the total program;

J. Provide the program free of charge to all participants, excluding equipment deposits.

II.

CITY shall not be obligated to expend funds in excess of **Seventy-five Thousand Dollars (\$75,000.00)** during the term of this Agreement. The term of this Agreement is one (1) year, commencing September 8, 2026, and terminating June 30, 2027.

CITY agrees to pay SCHOOLS for approved and accepted expenses in connection with the Middle School Athletic Program, not to exceed **Seventy-five Thousand Dollars (\$75,000.00)** for the term of this Agreement.

III.

SCHOOLS agree to expend, at a minimum, an amount equal to the amount expended by CITY under this agreement, on improvements to facilities that are used jointly by both SCHOOLS and CITY such as Hobbs High School Tennis Courts, Veterans Memorial Baseball/Softball Complex and others during the term of this agreement.

SCHOOLS agree to maintain documentation regarding the amount expended by SCHOOLS on improvements to facilities that are used jointly by both SCHOOLS and CITY and SCHOOLS further agree to provide said documentation to CITY in a timely manner.

SCHOOLS and CITY shall agree on each project, the scope of the project, and the details of the improvements to be made to the facilities that are used jointly by both SCHOOLS and CITY prior to any expenditure of money by SCHOOLS under this agreement.

SCHOOLS shall have the exclusive right to implement programs as deemed necessary. As such, SCHOOLS shall be solely responsible for any actions, inactions, or potentially tortious conduct of its personnel involved with implementing the sports programs contemplated herein.

IV.

SCHOOLS agree to hold CITY free and harmless from any costs determined ineligible by proper audit and SCHOOLS will not enter into any obligation which purports to be binding on CITY in any manner.

At such times and in such form as the City Manager may require, there shall be furnished to CITY such statements, records, reports, data and information as CITY may request pertaining to matters covered by this Agreement. Furthermore, at any time during normal business hours and as often as CITY may deem necessary, there shall be made available to CITY for examination, all records maintained by SCHOOLS with respect to all matters covered by this Agreement; any requested excerpts of transcripts from such records and audits of all data relating to all matters covered by this Agreement subject to the limitations set out above.

SCHOOLS covenants and agrees that it will hold and save CITY harmless from any and all liability, damage, expense, cause of action, suits, claims or judgments arising from injury to person(s) or damage to property arising out of this Agreement of which are not a result of CITY actions or inactions.

SCHOOLS shall treat all participants 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, disability, or any other legally protected classification.

SCHOOLS shall maintain general liability insurance in the minimum amount of \$1,000,000.00 per occurrence covering any liability, damage, expense, cause of action, suits, claims or judgments arising from injury to person(s) or damage to property during the course of execution of this agreement. SCHOOLS shall cause CITY to be named as an additional insured on said policy and shall provide a copy of said coverage to CITY. The parties agree said SCHOOLS policy shall be primary coverage in the event of a claim against SCHOOLS or CITY.

If any part or portion of this Agreement shall be in violation of the laws or Constitution of New Mexico, only such part or portion hereof shall be invalidated thereby, and any monies paid by CITY thereunder shall be repaid to it by SCHOOLS, but all other portions hereof shall remain valid and enforceable. This Agreement shall not be effective without the written approval of the Hobbs City Commission and the Hobbs ISD School Board.

This Agreement shall continue in force until the date of expiration as outlined herein, or until all funds contemplated herein are expended, whichever is sooner. This Agreement may be canceled by either party after giving sixty (60) days' written notice delivered to the other parties' Chief Administrative Officer.

