



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

**Monday, June 16, 2025 - 6:00 PM**

R. Finn Smith  
Commissioner - District 1  
Joseph D. Calderón  
Commissioner - District 4

Sam D. Cobb, Mayor  
Christopher R. Mills  
Commissioner - District 2  
Dwayne Penick  
Commissioner - District 5

Larron B. Fields  
Commissioner - District 3  
Don R. Gerth  
Commissioner - District 6

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**AGENDA**

City Commission Meetings are  
Broadcast Live on KHBX FM 99.3 Radio and  
View Online at [www.hobbsnm.org](http://www.hobbsnm.org)

**CALL TO ORDER AND ROLL CALL**

**INVOCATION AND PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES**

1. Minutes of the June 2, 2025, Commission Meeting (*Jan Fletcher, City Clerk*)

**PROCLAMATIONS AND AWARDS OF MERIT**

2. Proclamation Proclaiming June 19, 2025, as "JUNETEENTH NATIONAL INDEPENDENCE DAY" in the City of Hobbs (*Sam Cobb, Mayor*)
3. Recognition of National Civics Bee Participant, Alyssa Rocha Houston, and Presentation of Essay (*Mayor Sam Cobb*)
4. Recognition of City Employees - Milestone Service Awards for the Month of June, 2025 (*Manny Gomez, City Manager*)

- 10 years - Juan Contreras-Valenzuela, Hobbs Fire Department
- 15 years - Victor Hawkins, Hobbs Fire Department
- 20 years - Bryan Ussery, General Services Department
- 20 years - Robert Janousek, Utilities Department

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

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

5. Resolution No. 7631 - Supporting House Bill 292 and Senate Bill 243 "All Cities and Counties Fund" (*Medjine Desrosiers-Douyon, Deputy City Attorney*)
6. Resolution No. 7632 - Designating Person(s) Qualified as an Acting Municipal Judge and Setting Forth Compensation for Acting Municipal Judge (*Medjine Desrosiers-Douyon, Deputy City Attorney*)
7. Resolution No. 7633 - Supporting the Artesia Recreation Center Foundation (*Sam Cobb, Mayor*)

## **DISCUSSION**

8. Zia Natural Gas - Integrated Resource Plan (*Leslie Graham, General Manager*)
9. Legislative Presentation - Representative Randall Pettigrew

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

10. Resolution No. 7634 - Rescinding Condemnation on Certain Property Located at 400 North Turner (*Jessica Silva, Community Services Superintendent, Amber Leija, Assistant City Attorney*)
11. Resolution No. 7635 - Authorizing the Mayor to Execute a Memorandum of Understanding with Lea County for United Airline Subsidy for FY26 (*Medjine Desrosiers-Douyon, Deputy City Attorney*)
12. Resolution No. 7636 - Authorizing the Mayor to Execute a Memorandum of

Understanding with Lea County for JSX Airline Subsidy for FY26 (*Medjine Desrosiers-Douyon, Deputy City Attorney*)

13. Consideration of Approval for the Purchase of Police Department Security Upgrades Utilizing a CES Contract with D & D Automation & Electric, LLC, in the Amount of \$97,008.49 (*Steven Blandin, PD IT Administrator*)
14. Resolution No. 7637 - Approving a Development Agreement with Platinum Investments LLC Concerning the Development of Market-Rate Single-Family Housing (*Todd Randall, Assistant City Manager*)
15. Consideration of Approval of Bid Number 1613-25 for Annual Water Meter Changeout Project and Recommendation to Accept the Bid of Professional Meters, Inc., in the Amount of \$503,388.80 (Not Including NMGR) (*Tim Woormer, Utilities Director*)
16. Resolution No. 7638 - Approving the FY 2027-2031 Infrastructure Capital Improvement Plan (ICIP) (*Anthony Henry, City Engineer, Todd Randall, Assistant City Manager*)

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

17. Next Meeting Dates:

### **City Commission Regular Meetings:**

- Monday, July 7, 2025, at 6:00 p.m.
- Monday, July 21, 2025, 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:  
**June 16, 2025**

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**SUBJECT:** Minutes of the June 2, 2025, Commission Meeting

**DEPT OF ORIGIN:** City Clerk

**DATE SUBMITTED:** 6/3/2025

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

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**Summary:**

Minutes of the regular Commission meeting held on June 2, 2025.

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**Fiscal Impact:**

N/A

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**Attachments:**

June 2, 2025 - Minutes

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**Recommendation:**

Motion to approve the minutes.

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**Approved By:**

Jan Fletcher, City Clerk 6/9/2025

Manny Gomez, City Manager 6/10/2025

Minutes of the regular meeting of the Hobbs City Commission held on Monday, June 2, 2025, in the City Commission Chamber, 200 East Broadway, 1<sup>st</sup> Floor Annex, Hobbs, New Mexico. This meeting was also broadcast via Livestream on the City's website at [www.hobbsnm.org](http://www.hobbsnm.org).

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

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

Mayor Sam D. Cobb  
Commissioner R. Finn Smith - absent  
Commissioner Chris Mills – by phone  
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  
August Fons, Police Chief  
Jessica Silva, Code Enforcement Superintendent  
Mark Doporto, Fire Chief  
Chris Henry, Battalion Chief  
Adam Marinovich, Deputy Fire Chief of Support  
Shawn Williams, Fire Marshal  
Anthony Henry, City Engineer  
Shannon Arguello, Municipal Court Administrator  
Shelia Baker, General Services Director  
Chad Littlejohn, Marketing Coordinator  
Nichole Lawless, Library Director  
Matt Hughes, Rockwind Superintendent  
Doug McDaniel, Recreation Director  
Lou Maldonado, Parks Superintendent  
Tim Woomer, Utilities Director  
Toby Spears, Finance Director  
Selena Estrada, Risk Management  
Tracy South, Assistant Human Resources Director  
Christa Belyeu, I.T. Director  
Matt Blandin, Assistant I.T. Director  
Julie Nymeyer, Executive Assistant  
Rose Galavez, Assistant Deputy City Clerk  
Alyxandra Salas, City Clerk Record Specialist  
Jan Fletcher, City Clerk  
10 citizens

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

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

### **Approval of Minutes**

Commissioner Calderón moved the minutes of the regular meeting of May 19, 2025, to be approved as written. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

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

#### ***Presentation of American Association of Code Enforcement (AACE) Agency Accreditation to the City of Hobbs Code Enforcement Division***

Mr. Manny Gomez, City Manager, and Mr. August Fons, Police Chief, recognized the outstanding achievements of the Hobbs Police Department's Community Services Division following its recent accreditation by the American Association of Code Enforcement (AACE). This prestigious honor marks a significant milestone as the division becomes the first in New Mexico, and only the 12th in the nation, to earn the AACE's 3-Star Agency Accreditation. The AACE accreditation process is rigorous, requiring agencies to meet or exceed standards across six core competencies. This recognition affirms that the Community Services Division operates at the highest levels of professionalism and excellence in code enforcement.

Chief Fons presented the team with a plaque and the official 3-Star Accreditation Certificate, commending their hard work, integrity, and unwavering commitment to the community. This achievement is a proud testament to the dedication of the men and women who serve within the division.

Ms. Jessica Silva, Code Enforcement Superintendent, expressed her gratitude to staff for their dedication and hard work throughout the accreditation process. She noted that the application was extensive and time-consuming, and she extended special thanks to Ms. Evelyn Nunez, Community Services Assistant, for her invaluable assistance in managing the paperwork and documentation required for submission of the application.

### **Public Comments**

Ms. RaeLynn Dunlap introduced herself as the new Community Relations Manager for Xcel Energy. She shared that she has been with Xcel Energy for six years, serving the Lea County area, and is now stepping into her new role to strengthen connections within the community. Ms. Dunlap emphasized her commitment to being accessible to the citizens of Hobbs, noting she is available by phone and has provided her

contact information to the Commission. She also mentioned her previous involvement with the City of Hobbs on various design and engineering projects which has given her valuable insight into the community and its needs.

### **Consent Agenda**

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

Resolution No. 7623 - Fixed Asset Disposal Only 6-2-2025

Resolution No. 7624 - Authorizing the City Manager's Litigation Authority

Reject Bid #1619-25 for Del Norte Pool Improvements

Resolution No. 7625 - Authorizing the Mayor to Execute a Grant Agreement Amendment No. 2 with the State of New Mexico Department of Transportation CN: 2213016

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

### **Discussion**

#### **ICIP Discussion**

Mr. Anthony Henry, City Engineer, provided an overview of the Infrastructure Capital Improvement Plan (ICIP), an essential planning tool administered by the New Mexico Department of Finance and Administration (DFA). He explained the ICIP helps the City secure funding and qualifies projects for Capital Outlay consideration. He noted that while last year's ICIP included 82 projects, this year's plan includes 84. He reviewed the top 10 projects from the previous year, which featured the Aquatic Facility, Citywide Fiber Network, Gateway Corridor Beautification Project, none of which are in this year's top 10. He highlighted new additions to the ICIP, including renovations to the MLK Socceplex and a remodel of the Library Programming Space.

He stated there were no project deletions from the ICIP this year; however, two projects saw movement in priority which were the purchase of an ambulance for the

Hobbs Fire Department which rose to #5 and the Animal Care Service Center moved up to #6.

Mr. Henry also provided background on this year's Capital Outlay funding, which totaled \$5.1 million. Funded projects include the Marland and Mill overlay project, \$1.5 million for water line replacement, \$1 million for Shipp Street Plaza, and \$150,000.00 for Hobbs vehicle purchases. He noted that some of this funding was reallocated from Albuquerque, and invited Assistant City Manager Mr. Todd Randall to elaborate on those specific reallocations.

Mr. Todd Randall, Assistant City Manager, explained that certain funds originally intended for the purchase of a building were reverted after the purchase did not go through. These funds remain available but are restricted for use toward the purchase of a building, construction of a new facility, or renovation of an existing one. He clarified that this item is not currently included in this year's ICIP and has not yet been presented to the Commission. However, City staff is actively evaluating potential spaces that could be renovated, in the event the associated service cannot be sustained without relocation. He stated the project is still in development and staff will be working with the Mayor and City Manager to determine the best course of action. Ultimately, any proposed use of the funds will need to be brought before the Commission as an action item, at which time the Commission can assess whether there is an immediate need or if the funds should remain unallocated.

Mr. Henry continued his presentation by outlining the upcoming ICIP schedule, noting key milestones such as the June 16, 2025, Commission meeting during which the Top 5 project recommendations will be finalized along with formal approval of the 2027–2031 ICIP project list.

He also provided an overview of this year's Top 10 prioritized projects, which include:

- Street Improvements
- Drainage Master Plan
- Joe Harvey Boulevard Improvements
- College Lane Improvements
- Ambulance Purchase – Hobbs Fire Department
- Animal Care Services Center
- West Bender Boulevard Widening
- Municipal Facility Security Renovations
- Dal Paso Street & Glorietta Drive Traffic Signal Installation
- State Road 18 (Dal Paso) Corridor Improvements

These projects represent the City's most pressing infrastructure and public service priorities for the coming years.



*Presentation of Hobbs Police Department 2024 Annual Report (August Fons, Police Chief)*

Police Chief Fons presented the Hobbs Police Department's 2024 Annual Report to the Commission. He began with the department's mission, emphasizing community partnership, respect, and integrity. He described the department as a state-accredited agency serving Hobbs, which has a population of approximately 40,000 and supporting the Lea County Sheriff's Office, with a total approximate population of 72,000. He reviewed the operating budget, staffing challenges, particularly recruitment and retention, and outlined the department's organizational structure. Services highlighted included 24/7 patrols, community outreach, animal control, and emergency response. Statistically, 2024 showed positive trends: a 7% overall crime reduction, 11% increase in arrests, and 18% decrease in traffic crashes. However, juvenile violent crime, especially among 13-14 year olds, and calls related to mental health and homelessness rose. He provided some key 2024 achievements for the department, which included:

- State accreditation with zero findings
- New traffic enforcement unit
- 10 new officers graduated
- Upgrades to body cameras and the EAGLE system
- Increased community engagement and inmate transport efficiency
- Over 4,800 public records processed and AI tools tested

Chief Fons stated some of the goals for 2025–2026 include:

- Launching a Crime Prevention Unit
- Strengthening community partnerships
- Expanding responses to mental health, substance abuse, and homelessness
- Enhancing officer wellness and leadership development
- Growing public-private tech collaborations and crime analytics

Chief Fons touched on IT accomplishments which include improved body camera systems, VR training installation, and centralized phone management. Future IT goals focus on emerging technologies, unified camera platforms, reduced tech fatigue, and streamlined field operations.

**Action Items**

*Resolution No. 7626 - Establishing the City of Hobbs' Municipal Officers to be Elected at the Regular Local Election to be Held on Tuesday, November 4, 2025*

Ms. Jan Fletcher, City Clerk, explained the resolution to officially establish the municipal offices to be elected during the upcoming Regular Local Election. She stated the City of Hobbs opted into the Regular Local Election Act on May 15, 2023, which consolidates non-partisan local elections into a single election day. The next

election is scheduled for Tuesday, November 4, 2025, and the City must notify the Lea County Clerk of all positions to appear on the ballot. The offices to be filled are:

- One Mayor for a four-year term, elected at large
- One Commissioner for a four-year term, District 1
- One Commissioner for a four-year term, District 2
- One Commissioner for a four-year term, District 3

Candidate Filing Day is set for Tuesday, August 26, 2025, from 9:00 a.m. to 5:00 p.m. at the Lea County Clerk's Office. There is no cost to the City for conducting the election; it will be funded by Lea County, which will later be reimbursed by the State of New Mexico. In-person early voting will begin on Saturday, October 18, 2025. Election Day voting will take place on Tuesday, November 4, 2025, from 7:00 a.m. to 7:00 p.m. in Hobbs. Ms. Fletcher stated preliminary election information is available on the City's website on the City Clerk's page. Additionally, a link is available on the Clerk's page to the New Mexico Secretary of State's website which includes the Declaration of Candidacy form.

There being no discussion, Commissioner Penick moved to approve Resolution No. 7626 as presented. Commissioner Calderón seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

Resolution No. 7627 - Authorizing the Mayor and City Manager to Execute a Memorandum of Understanding with the University of the Southwest for Use of the University's Kitchen

Mr. Doug McDaniel, Recreation Director, explained the resolution and Memorandum of Understanding (MOU) with the University of the Southwest for the continued use of the university's kitchen to prepare meals for the Hobbs Senior Center. There are no changes from the 2024 agreement and the monthly cost remains \$1,500.00. Mr. McDaniel noted that in 2024, around 52,000 meals were prepared at USW for Senior Center distribution. In 2025, they anticipate an increase of approximately 3,000 additional meals as the program continues to grow.

There being no discussion, Commissioner Fields moved to approve Resolution No. 7627 as presented. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

Resolution No. 7628 - Approving a Development Agreement with Lemke Development Inc. Concerning the Development of Market-Rate Single-Family Housing

Mr. Todd Randall, Assistant City Manager, stated that Lemke Development, Inc., has submitted a request for a Development Agreement related to the construction of

market-rate single-family housing units within the municipal boundaries. The developer is seeking infrastructure incentives totaling \$300,000.00. The proposed development is located in College Square, Unit 5. Funding for the request would come from the \$948,000.00 in housing grant funds currently available for the year. To date, the City has entered into 20 Development Agreements with Lemke Development resulting in the creation of 223 housing units, representing approximately 19% of the total housing units developed under the program since it started.

In response to Commissioner Fields' inquiry regarding the number of homes built to date, Mr. Randall stated approximately 223 homes have been constructed in partnership with Lemke Development.

Commissioner Penick commended the development and stated Lemke Development is doing a fantastic job. He noted the homes are beautiful and distinct, not the typical cookie-cutter style often seen in similar projects.

Mayor Cobb expressed his appreciation for Lemke Development's commitment and investment in the community, recognizing the positive impact their work has had on the City of Hobbs.

There being no discussion, Commissioner Penick moved to approve Resolution No. 7628 as presented. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

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

Mr. Todd Randall, Assistant City Manager, stated 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 about 320 linear feet. The Development Agreement would allow the developer partial reimbursement of installed public infrastructure based on the approved Engineer of Records certified invoices and adopted fair share costs not to exceed \$52,500.00.

There being no discussion, Commissioner Gerth moved to approve Resolution No. 7629 as presented. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

Resolution No. 7630 - Final Plat Approval Meadows Unit 5 Subdivision with Cash Bond for unfinished public infrastructure

Mr. Todd Randall, Assistant City Manager, stated the Planning Board approved the Final Plat for the subdivision on April 15, 2025, contingent upon a cash bond being provided for incomplete public infrastructure. The developer has submitted a cash bond in the amount of \$15,131.78, and the Engineer of Record has issued a Letter of Certification identifying items which still need to be addressed. The subdivision, located off Ja-Rob and north College Lane, will create 20 new residential lots. The fiscal Impact for public Infrastructure for approximately 600 linear feet of new roadway, water, and sewer infrastructure will be added to the City's asset list. The cash bond of \$15,131.78 will ensure completion of the required public infrastructure upon final inspection and certification.

In response to Commissioner Gerth's inquiry about the timeline for home construction, Mr. Randall explained the typical turnaround time is about one year. He noted the main challenges involve coordinating with utilities and roadway improvements. The goal is to progress both vertically and horizontally as efficiently as possible. Once all utilities are in place and there are no open trenches, construction can move vertically on those units, provided the City has an accessible route to the site.

Mr. Randall also explained that under the development agreement, a completed home with a Certificate of Occupancy is required to qualify for the incentive. Since the property is being sold, it is essential that each individual lot has a completed residential structure with a Certificate of Occupancy. This requirement is a key component of the development agreements.

There being no discussion, Commissioner Fields moved to approve Resolution No. 7630 as presented. Commissioner Mills seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

**COMMENTS BY CITY COMMISSIONERS, CITY MANAGER**

Mr. Manny Gomez stated the City of Hobbs is receiving many calls about the street repair work done in partnership with Intermountain Slurry Seal Inc. and Specialty Applicators. Recently, over 50 miles of street maintenance has been completed throughout the city improving roadways. Restriping has begun on Grimes St. and striping will continue to be painted around the city as soon as practical.

In response to Commissioner Fields' inquiry, Ms. Sheila Baker, General Services Director, stated all streets that were scheduled to be slurry sealed have been completed.

Commissioner Fields commended Code Enforcement for providing dumpsters during the Free Dumpster and Tire Amnesty Day, noting that they were beneficial to residents in his district. He suggested placing dumpsters directly within his area would further assist those unable to travel to the designated drop-off locations. Commissioner Fields expressed his gratitude to Ms. Jessica Silva and the entire Code Enforcement staff for their hard work, stating that they are doing an excellent job.

Mr. Gomez stated the City has been fortunate to receive support from the New Mexico True Grant which helps fund these events and promotes community clean-up efforts.

Commissioner Calderón expressed gratitude to Chief Fons and the entire department, thanking them for their dedication and service, and conveying his appreciation for all that they do.

Commissioner Penick thanked Code Enforcement for their hard work and determination in completing the necessary paperwork and efforts required to achieve accreditation. He also expressed appreciation for the Meals on Wheels program, acknowledging the significant effort involved and its valuable contribution to the community. Additionally, he thanked Captain Marina Barrientes for her prompt response to constituents. Commissioner Penick noted that he has received numerous calls regarding the need for speed bumps in the area and expressed his understanding of the concern.

Mayor Cobb thanked Ms. Jessica Silva and the Code Enforcement team for all their efforts, emphasizing that their hard work does not go unrecognized.

### **ADJOURNMENT**

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

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SAM COBB, Mayor

ATTEST:

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JAN FLETCHER, City Clerk



Office of the Mayor  
Hobbs, New Mexico

## PROCLAMATION

**WHEREAS**, on June 19, 1865, over two years after President Abraham Lincoln signed the Emancipation Proclamation, Union soldiers arrived in Galveston, Texas, to announce and enforce the end of slavery in the last remaining Confederate state, ensuring that more than 250,000 enslaved African Americans were finally granted their freedom;

**WHEREAS**, Juneteenth stands as the oldest nationally celebrated commemoration of the ending of slavery in the United States, and has long been a day of remembrance, reflection, and renewal for Black communities across the country;

**WHEREAS**, Juneteenth is not only a celebration of emancipation, but a solemn recognition of the enduring struggle for civil rights and social justice, a struggle that continues to shape our collective American story;

**WHEREAS**, in 2021, Juneteenth National Independence Day was established as a federal holiday, reaffirming our nation's commitment to reckon with the past and build a future rooted in justice, dignity, and equality for all;

**NOW THEREFORE**, I Sam D. Cobb, Mayor of the City of Hobbs, New Mexico do hereby proclaim **June 19th, 2025**, as

### **“JUNETEENTH NATIONAL INDEPENDENCE DAY”**

I call upon all residents to join in this commemoration by learning from our history, engaging in meaningful dialogue, celebrating Black culture and achievements, and working together toward a more just and unified society.

Let this day be one of remembrance and progress, where we acknowledge the truth of our past, honor those who fought for freedom, and commit ourselves to the promise of liberty and justice for all.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 16th day of June, 2025, and cause the seal of the City of Hobbs to be affixed hereto.

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**SAM D. COBB, MAYOR**

**ATTEST:**

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**JAN FLETCHER, CITY CLERK**



## June Milestones 2025

### **10 Years**

Juan Contreras- Valenzuela	Fire Captain	06/22/2015
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### **15 Years**

Victor Hawkins	Firefighter	06/13/2010
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### **20 Years**

Bryan Ussery	Streets Superintendent	06/06/2005
Robert Janousek	WWTP Operations Supervisor	06/20/2005



# CITY OF HOBBS

## STAFF SUMMARY FORM

MEETING DATE:  
**June 16, 2025**

**SUBJECT:** Resolution No. 7631 - Supporting House Bill 292 and Senate Bill 243  
"All Cities and Counties Fund"

**DEPT OF ORIGIN:** Legal

**DATE SUBMITTED:** 6/4/2025

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

### Summary:

This resolution ensures that the City of Hobbs demonstrates its support for House Bill 292 and Senate Bill 243, which will be brought forth in the next Legislative Session. Unfortunately, it was not passed during the last session, due to time constraints, but it will be reintroduced. House Bill 292 and Senate Bill 243 ensure that communities like the City of Hobbs benefit from the gross receipts taxes generated by the oil and gas industry. Since House Bill 6 was passed, the City has seen a twenty-five percent (25%) reduction in total gross receipts tax revenue. The proposed bill would ensure that the City receives a portion of these losses.

### Fiscal Impact:

If passed, future allocation from the "All Cities and Counties Fund" is estimated to increase revenue by approximately \$13,345,551.00 (fiscal impact report).

### Attachments:

Resolution - In Support of HB292 SB 243

### Recommendation:

### Approved By:

Medjine Desrosiers-Douyon, Deputy City Attorney	6/6/2025
Toby Spears, Finance Director	6/6/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	6/6/2025
Manny Gomez, City Manager	6/9/2025



CITY OF HOBBS

RESOLUTION NO. 7631

A RESOLUTION IN SUPPORT OF HOUSE BILL 292 AND SENATE BILL 243

WHEREAS, House Bill 292 (hereinafter “HB 292”) was a legislative bill sponsored by Representatives Elaine Sena Cortez, Jonathan A. Henry, and John Block during the 57th Legislature of the State of New Mexico, First Session of 2025; and

WHEREAS, although HB 292 did not reach final passage during the last session due to time constraints, the sponsors intend to reintroduce the bill in the next session; and

WHEREAS, Senate Bill 243 (hereinafter “SB 243”) was a Senate Bill introduced by Senator Larry R. Scott, James G. Townsend, and Candy Spence Ezzell during the 57<sup>th</sup> Legislature of the State of New Mexico, First Session of 2025; and.

WHEREAS, although SB 243 did not reach final passage during the last session due to time constraints, the sponsors intend to reintroduce the bill in the next session; and

WHEREAS, since the adoption of HB 6 (destination sourcing of gross receipts taxes), the City of Hobbs has experienced an estimated twenty-five 25% reduction in total gross receipts tax revenue. Despite being a proud oil and gas partner, the City of Hobbs no longer benefits from the windfall profits historically generated by the industry; and

WHEREAS, HB 292 and SB 243 would create the “All Cities and Counties Fund,” which would transfer eight percent (8%) of the general fund share of gross receipts tax revenue to this fund on a monthly basis. Said revenue would then be distributed to each municipality and county in the state using a formula established in HB 292 and SB 243; and

WHEREAS, HB 292 and SB 243 would help ensure all Cities and Counties continue to prosper by retaining a share of gross receipts tax revenues to fund essential services, capital projects, and investments that benefit stakeholders throughout the State of New Mexico; and

WHEREAS, the City of Hobbs is committed to supporting legislation that invests in the City’s success and financial stability;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Hobbs, New Mexico, that the City Commission supports House Bill 292 and Senate Bill 243, which would create the All Cities and Counties Fund to transfer a portion of gross receipts tax revenue to municipalities and counties, thereby promoting financial growth and stability for the economy of Hobbs, New Mexico.

PASSED, ADOPTED AND APPROVED this 16<sup>th</sup> day of June, 2025.

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SAM D. COBB, Mayor

ATTEST:

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JAN FLETCHER, City Clerk



# CITY OF HOBBS

## STAFF SUMMARY FORM

MEETING DATE:  
**June 16, 2025**

**SUBJECT:** Resolution No. 7632 - Designating Person(s) Qualified as an Acting Municipal Judge and Setting Forth Compensation for Acting Municipal Judge

**DEPT OF ORIGIN:** Legal

**DATE SUBMITTED:**

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

### Summary:

Section 2.12.050 of the Hobbs Municipal Code requires that a list of persons designated by the City Commission as qualified to be Acting Municipal Judge be prepared annually. Two candidates were forwarded: Diane Henry and Brian Belyeu. Section 2.12.050 also provides that compensation for the Acting Municipal Judge be set by resolution at the time the list is prepared. This resolution would place Diane Henry and Brian Belyeu on the list of persons for Acting Municipal Judge, and set the compensation at a rate of **\$200.00** per day. Once approved, a professional services agreement will be executed with the designated Acting Municipal Judge.

### Fiscal Impact:

Salary of the Acting Municipal judge shall be paid from the Municipal Court budget at a rate of **\$200.00** per day. The total cost to the City per year will be determined by the number of days the Acting Municipal Judge actually serves. The total costs shall not exceed **\$20,000.00**.

### Attachments:

RESOLUTION - Acting Municipal Judge (2025)

### Recommendation:

The Commission should consider this resolution.

### Approved By:

Medjine Desrosiers-Douyon, Deputy City Attorney	5/23/2025
Toby Spears, Finance Director	5/23/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	6/11/2025
Manny Gomez, City Manager	6/11/2025

CITY OF HOBBS

RESOLUTION NO. 7632

A RESOLUTION DESIGNATING PERSON(S) QUALIFIED  
AS AN ACTING MUNICIPAL JUDGE AND  
SETTING FORTH COMPENSATION FOR ACTING MUNICIPAL JUDGE

WHEREAS, at times the need for judicial action occurs when the Municipal Judge is not available; and

WHEREAS, Section 2.12.050 of the Hobbs Municipal Code provides that a list of persons designated by the City Commission as qualified Acting Municipal Judge be prepared; and

WHEREAS, Diane Henry and Brian Belyeu are willing to be placed on the list of those qualified to be Acting Municipal Judge;

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

A. The list of names of people designated by the City Commission as qualified to be Acting Municipal Judge during the upcoming year shall include Diane Henry and Brian Belyeu.

B. The designated person(s) shall be appointed in writing by the elected Municipal Judge and the appointment shall be filed in the office of the City Clerk and in the office of the Municipal Court Clerk.

C. Upon appointment, the designated person(s) shall be duly qualified to act in the absence of the Municipal Judge with full powers of such office vested in the municipal judge on all occasions that he may reside over the court.

D. The Acting Municipal Judge, as a condition of discharging the duties of that office, is not required to complete annual judicial training programs as required of the

Municipal Judge. However, no municipal judge shall receive a salary until such judge has successfully completed a judicial training program and received a certificate of completion from the Administrative Office of the Courts, or has been exempted from the required judicial training program by the Chief Justice of the Supreme Court. Any cost associated with initial certification or refresher training, if required, shall be at the responsibility of the appointee.

E. Upon appointment by the Municipal Judge and completion of the required judicial training program or exemption from the program by the Chief Justice of the Supreme Court, the Acting Municipal Judge will be compensated at a rate of \$200.00 per day.

PASSED, ADOPTED AND APPROVED this 16<sup>th</sup> day of June, 2025.

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SAM D. COBB, Mayor

ATTEST:

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JAN FLETCHER, City Clerk



**CITY OF HOBBS**  
STAFF SUMMARY FORM

MEETING DATE:  
**June 16, 2025**

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**SUBJECT:** Resolution No. 7633 - Supporting the Artesia Recreation Center Foundation

**DEPT OF ORIGIN:** Legal

**DATE SUBMITTED:** 6/12/2025

**SUBMITTED BY:** Amber Leija, Assistant City Attorney

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**Summary:**

This Resolution is to support the Artesia Recreation Center Foundation in its ongoing litigation against the New Mexico Construction Industries Commission. This litigation impacts municipalities like the City of Hobbs, as it will affect new developments coming to our community, and the uncertainty of the New Mexico Construction Industries Division is concerning. If the resolution passes, the City intends to file an Amicus Curiae brief in support of the Artesia Recreation Center Foundation.

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**Fiscal Impact:**

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**Attachments:**

Resolution - Supporting Artesia Recreation Center Foundation  
Artesia Recreation Center Foundation Complaint

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**Recommendation:**

The Commission should consider adopting the Resolution.

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**Approved By:**

Medjine Desrosiers-Douyon, Deputy City Attorney 6/12/2025

Toby Spears, Finance Director

Medjine Desrosiers-Douyon, Deputy City Attorney

Manny Gomez, City Manager

CITY OF HOBBS

RESOLUTION NO. 7633

A RESOLUTION SUPPORTING THE ARTESIA RECREATION CENTER  
FOUNDATION

WHEREAS, on January 14, 2025, Artesia Recreation Center Foundation, a New Mexico Nonprofit Corporation, filed suit against the New Mexico Construction Industries Division (CID), relating to the New Mexico Energy Conservation Code (14.7.9.12. NMAC) mandates that all new commercial buildings being built after July 30, 2024 must be built with Electric vehicle Supply Equipment (EVSE) for Electric Vehicles (EV), however the interpretation from CID has not been clear regarding the Artesia Recreation Center.

WHEREAS, the Complaint filed states that the changes in the plan and uncertainty by CID could lead to an additional three hundred thousand (\$300,000) to seven hundred thousand (\$700,000) dollars for the Artesia Recreation Center Foundation.

WHEREAS, the City of Hobbs is committed to supporting the Artesia Recreational Center Foundation and recognizes that this mandate places a significant burden on the Municipalities, not only for new commercial businesses but also for affordable housing and small businesses, in support, the City of Hobbs, will be filing an Amicus Curiae brief in support.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City Commission stands in support of the Artesia Recreation Center Foundation.

PASSED, ADOPTED AND APPROVED this 16<sup>th</sup> day of June, 2025.

\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

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

STATE OF NEW MEXICO  
COUNTY OF EDDY  
FIFTH JUDICIAL DISTRICT COURT

FILED  
5th JUDICIAL DISTRICT COURT  
Eddy County  
1/14/2025 1:34 PM  
MARTHA HUEREQUE  
CLERK OF THE COURT  
Lasey Garcia

ARTESIA RECREATION CENTER FOUNDATION,  
a New Mexico Nonprofit Corporation,  
Plaintiff,

v.

No. D-503-CV-2025-00032

CONSTRUCTION INDUSTRIES DIVISION,  
Defendant.

Case assigned to Finger, David E.

**COMPLAINT FOR CIVIL RIGHTS VIOLATIONS AND DECLATORY JUDGEMENT**

**Parties, Jurisdiction, and Venue**

1. Plaintiff Artesia Recreation Center Foundation (Foundation) is a registered 501(c)(3) nonprofit organization in Artesia, New Mexico.
2. Defendant Construction Industries Division (CID) is the state agency responsible for enforcing codes and standards for construction, alteration, installation, connection, demolition, and repair work.
3. The actions of the Defendant giving rise to this Complaint make jurisdiction and venue proper in Eddy County, in the Fifth Judicial District Court.

**Factual Allegations**

4. On October 28, 2024 the Foundation filed an application for an early work permit to CID.
5. The purpose of the application was to break ground on the Foundation's Community Recreational Center Project (Project) for the City of Artesia.
6. The location of the Project is within the City of Artesia and is in Eddy, County.
7. CID issued an early work permit to the Foundation on November 7, 2024.



8. After obtaining the early work permit, the Foundation commenced work on the Project that was within the early work permit limitations.
9. On November 22, 2024, the Foundation filed an application for a construction permit to CID.
10. On December 3, 2024, CID denied the Foundation's construction permit application because the Foundation's plans did not comply with NMAC 14.7.9.12.D of the 2021 New Mexico Commercial Energy Conservation Code. (Exhibit 1).
11. Specifically, the Foundation's plans did not comply with NMAC 14.7.9.12, Chapter 4 Commercial Energy Efficiency. (Exhibit 1).
12. NMAC 14.7.9.12, Chapter 4 Commercial Energy Efficiency, which was adopted in January of 2024 and became effective July 31, 2024, requires Plaintiff to include electric vehicle power infrastructure, a certain number of electric vehicle capable spaces, and electric vehicle supply equipment in its' construction plans.
13. The Foundation's November plans did not include any electric vehicle power infrastructure, electric vehicle supply equipment, electric vehicle spaces or electric vehicle capable spaces.
14. On or around December 12, 2024, the Foundation filed a second set of plans (December plans) for a construction permit to CID.
15. The alteration in the December plans was that they included electric vehicle power infrastructure, a certain number of electric vehicle capable spaces, and electric vehicle supply equipment.
16. When the Foundation drafted its December plans, the Foundation's qualified engineer could not decipher NMAC 14.7.9.12.D to determine what the Foundation was supposed

to design, and the Foundation could not determine the additional construction and operational costs to comply with NMAC 14.7.9.12.D provisions.

17. Instead of relying on NMAC 14.7.9.12.D, the Foundation's qualified engineer relied on his own knowledge and expertise with electric vehicles and electric vehicle infrastructure to design the Foundation's December plans with the hope that CID would approve the December plans. The provisions of NMAC 14.7.9.12.D are internally inconsistent and are incomplete on key aspects. The designer could not provide design and construction requirements to the foundation before submitting revised plans because approval of revised plans will depend on arbitrary interpretation of vague and incomplete sections of NMAC 14.7.9.12.D by CID staff
18. Currently, the Foundation has not received any comments or feedback on its December plans.
19. The Foundation estimates that the difference in construction costs between the November and December plans ranges from approximately an additional \$300,000 to more than \$700,000 depending on CID interpretation and application of EV requirements, plus possible additional substantial delay costs.
20. The CID provides no subsidies in its EV requirements. CID should pay for the cost of the EV requirements.

## **COUNT 1: NEW MEXICO CIVIL RIGHTS ACT VIOLATIONS**

21. Plaintiff realleges and hereby incorporates by reference the preceding factual allegations.
22. In 2021, the New Mexico legislature passed House Bill 4 which may be cited as the *New Mexico Civil Rights Act* (Act). (See NMSA 1978 § 41-4A-1 et seq).
23. The Act is effective for claims against public bodies such as CID that “under the color of or within the scope of Defendant’s authority” have deprived “any resident of New Mexico or person within the state of deprivation of rights, privileges or immunities secured under the bill of rights of the Constitution of New Mexico.” (NMSA 1978 § 41-4A-3).
24. The Act applies prospectively to claims that occur after the effective date of the statute, July 1, 2021. (NMSA 1978 § 41-4A-12).
25. CID includes certified government officials whose conduct has caused damages to Plaintiff and violated its protected private property rights without due process of law. (N.M. Const. Art. II, § 18).
26. Specifically, after July, 1, 2021, CID caused damage to Plaintiff in the amounts discussed herein.
27. Plaintiff’s construction permit was denied due to non-compliance with NMSA 14.7.9.12.D, the 2021 New Mexico Commercial Energy Conservation Code. (Exhibit 1).
28. For Plaintiff’s construction permit to comply with NMSA 14.7.9.12.D, Plaintiff’s plans must include electric vehicle spaces and electric vehicle capable spaces.
29. The cost of constructing the required electric vehicle spaces and electric vehicle capable spaces for the Project is discussed above, and Plaintiff would be damaged by such amounts due to NMSA 14.7.9.12.D.

30. Under the Act, defense of sovereign immunity and qualified immunity is expressly waived. (NMSA 1978 § 41-4A-4); (NMSA 1978 § 41-4A-9).
31. Pursuant to New Mexico's Bill of Rights (N.M. Const Art. II), CID under color of or within the scope of its authority has deprived Plaintiff of its property without due process or equal protection of the law under the state constitution. (N.M. Const. Art. II Sec. 18).
32. Pursuant to New Mexico's Bill of Rights (N.M. Const Art. II), CID under color of or within the scope of its authority has taken Plaintiff of its property or damaged the same for public use without just compensation. (N.M. Const. Art. II Sec. 20).
33. Under the Act, Plaintiff is entitled to damages, including equitable and injunctive relief, which will be proved at trial. (NMSA 1978 § 41-4A-3); (NMSA 1978 § 41-4A-9).
34. Under the Act, Plaintiff may be awarded his fees and costs at the discretion of the Court and hereby requests an award of reasonable fees and costs upon prevailing at trial. (NMSA 1978 § 41-4A-5).

#### **A. TAKINGS PER SE**

35. NMAC 14.7.9.12.D of the 2021 New Mexico Commercial Energy Conservation Code, is a physical takings per se under N.M. Const. Art. II Sec. 20 as applied to CID by the New Mexico Civil Rights Act.
36. Article II, Section 20 of the New Mexico Constitution states that "[p]rivate property shall not be taken or damaged for public use without just compensation." In evaluating claims under Article II, Section 20, "we turn to [both state and] federal cases for guidance, since '[o]ur state Constitution provides similar protection' to the Takings Clause in Amendment V of the United States Constitution." *Primetime Hosp., Inc. v. City of Albuquerque*, 2009-NMSC-011, ¶ 19 n.1, 146 N.M. 1, 206 P.3d 112 (second alteration in original)

(quoting *Bd. of Educ., Moriarty Mun. Sch. Dist. v. Thunder Mountain Water Co.*, 2007-NMSC-031, ¶ 8, 141 N.M. 824, 161 P.3d 869). *State v. Wilson*, 2021-NMSC-022, 25.

37. In short, when the "character of the governmental action" is a permanent physical occupation of property, our cases uniformly have found a taking to the extent of the occupation, without regard to whether the action achieves an important public benefit or has only minimal economic impact on the owner. *Penn Central*, 438 U.S., at 124, *Loretto v. Teleprompter Manhattan Catv Corp.*, 458 U.S. 419, 434-435.
38. The 2021 New Mexico Commercial Energy Conservation Code, NMAC 14.7.9.12.D requires Plaintiff to include electric vehicle power infrastructure, a certain number of electric vehicle capable spaces, and electric vehicle supply equipment in its' construction plans.
39. The electric vehicle power infrastructure, electric vehicle capable spaces, and electric vehicle supply equipment are permanent physical occupations of the Foundation's Project.
40. Permanent occupations of land by such installations as telegraph and telephone lines, rails, and underground pipes or wires are takings even if they occupy only relatively insubstantial amounts of space and do not seriously interfere with the landowner's use of the rest of his land. See, e. g., *Lovett v. West Va. Central Gas Co.*, 65 W. Va. 739, 65 S. E. 196 (1909); *Southwestern Bell Telephone [\*\*\*\*22] Co. v. Webb*, 393 S. W. 2d 117, 121 (Mo. App. 1965). Cf. *Portsmouth Harbor [\*\*\*879] Land & Hotel Co. v. United States*, 260 U.S. 327 (1922). See generally 2 J. Sackman, *Nichols' Law of Eminent Domain* § 6.21 (rev. 3d ed. 1980). *Loretto v. Teleprompter Manhattan Catv Corp.*, 458 U.S. 419, 430.

41. CID's actions also constitute an unconstitutional land-use permit condition taking.
42. The Takings Clause ... prohibits legislatures and agencies alike from imposing unconstitutional conditions on land-use permits. *Sheetz v. Cnty. of El Dorado*, 601 U.S. 267.
43. When the government withholds or conditions a building permit for reasons unrelated to its legitimate land-use interests, those actions amount to extortion. *Nollan v. Cal. Coastal Com*, 483 U.S. 825.
44. Conditions on building permits are not exempt from scrutiny under *Nollan* and *Dolan* just because a legislative body imposed them. *Sheetz v. Cnty. of El Dorado*, 601 U.S. 267. Whether a permit condition imposed on a class of properties must be tailored with the same degree of specificity as a permit condition that targets a particular development is an issue for the state courts to consider. *Id.*
45. The United States Supreme Court's decisions in *Nollan* and *Dolan* address the potential abuse of the permitting process by setting out a two-part test modeled on the unconstitutional conditions doctrine. See *Dolan v. City of Tigard*, 512 U.S. 374; *Nollan v. Cal. Coastal Com*, 483 U.S. 825
46. First, permit conditions must have an "essential nexus" to the government's land-use interest, ensuring that the government is acting to further its stated purpose, not leveraging its permitting monopoly to exact private property without paying for it. See *Nollan*, 483 U. S., at 837, 841, 107 S. Ct. 3141, 97 L. Ed. 2d 677. Second, permit conditions must have "rough proportionality" to the development's impact on the land-use interest and may not require a landowner to give up (or pay) more than is necessary to mitigate harms resulting from new development. See *Dolan*, 512 U. S., at 391, 393,

114 S. Ct. 2309, 129 L. Ed. 2d 304; *Koontz*, 570 U. S., at 612-615, 133 S. Ct. 2586, 186 L. Ed. 2d 697. Pp. 4-6.

47. The New Mexico Commercial Energy Conservation Code, NMAC 14.7.9.12.D and the December 3, 2024, construction permit application denial (Exhibit 1) is an unconstitutional land-use permit condition taking because NMAC 14.7.9.12.D requires the Foundation to implement speculative and unnecessary capital infrastructure for energy policy, not construction designed for safety or public welfare, and would then further require the Foundation to provide electricity to anyone parking in electric vehicle spaces without the ability to monitor or recoup the electricity costs. The building design and electricity infrastructure for the project are almost doubled by the required capacity with no consideration of the likelihood of when, if ever, and to what extent the electric vehicle spaces will be occupied by electric vehicles.
48. The Foundation submitted its November plans without any electric vehicle power infrastructure, electric vehicle capable spaces, or electric vehicle supply equipment.
49. The fundamental reason for CID denying the Foundation's November application was that the Foundation did not include any electric vehicle power infrastructure, electric vehicle capable spaces, or electric vehicle supply equipment.
50. Paragraph 5 of the December 3, 2024, construction permit application denial explicitly states, "Please show compliance with PART 9 2021 NEW MEXICO COMMERCIAL ENERGY CONSERVATION CODE." (Exhibit 1).
51. Paragraph 5 of the December 3, 2024, construction permit application denial cites electrical issues that relate to the noncompliance with the 2021 New Mexico Commercial Energy Conservation Code. (Exhibit 1).

52. CID's land-use permit condition fails the two-part test laid out in *Nollan* and *Dolan* as the permit condition does not have an essential nexus to CID's land-use interest, the permit condition does not have rough proportionality to the development's impact on the land-use interest and requires the landowner to pay more than is necessary to mitigate the harms resulting from new development.
53. Plaintiff is entitled to just compensation, in amounts set forth above, as a result of a physical taking and land-use permit condition taking by CID.
54. NMAC 14.7.9.12.D, the 2021 New Mexico Commercial Energy Conservation Code, is also a regulatory taking which demands just compensation.
55. A state statute that substantially furthers important public policies may so frustrate distinct investment-backed expectations as to constitute a "taking," *e. g.*, *Pennsylvania Coal Co. v. Mahon*, 260 U.S. 393. *Penn Cent. Transp. Co. v. New York City*, 438 U.S. 104, 107.
56. In a *Penn Central* inquiry, the factors for determining a regulatory taking include "(1) the economic impact of the regulation on the claimant; (2) the extent to which the regulation has interfered with distinct investment-backed expectations; and (3) the character of the governmental action." *State v. Wilson*, 2021-NMSC-022, 29.
57. Plaintiff has been economically impacted and damaged in the amounts described herein, NMAC 14.7.9.12.D was not implemented when Plaintiff initiated its project in July of 2023 and has interfered with Plaintiff's investment backed expectations as well as all other new construction builder's investment backed expectations, and the character of CID's regulation is a direct appropriation or physical invasion of Plaintiff's property.



58. Plaintiff is entitled to just compensation and damages of capital costs set forth above and ongoing operational costs to be determined, as a result of the regulatory taking.

**COUNT 2: THE 2021 NEW MEXICO COMMERCIAL ENERGY  
CONSERVATION CODE IS VOID FOR VAGUENESS**

59. Plaintiff realleges and hereby incorporates by reference the preceding factual allegations.

60. The 2021 New Mexico Commercial Energy Conservation Code, NMAC 14.7.9.12.D violates Plaintiff's due process under N.M. Const. Art. II Sec. 18. as the code is void for vagueness.

61. The 2021 New Mexico Commercial Energy Conservation Code, NMAC 14.7.9.12.D does not precisely define, in unequivocal terms, the types of regulations that are prohibited.

62. The 2021 New Mexico Commercial Energy Conservation Code adopts by reference the 2021 international energy conservation code (IECC).

63. The IECC does not contain any electric vehicle regulations.

64. The IECC does not contain any language found in NMAC 14.7.9.12(D)(4)(a) – (k).

65. On its face, NMAC 14.7.9.12.D is unconstitutionally vague.

66. A statute is unconstitutionally vague only if it contains language so imprecise that it fails to give persons of ordinary intelligence fair notice of the conduct prohibited by the statute. *Bustamante v. De Baca*, 119 N.M. 739, 742.

67. The Foundation's qualified engineer could not decipher the standards set by NMAC 14.7.9.12.D to determine what the Foundation was supposed to design, and CID compounded the Foundation's confusion when it required the Foundation to take additional measures that are not set forth in any section of NMSA 14.7.9.12.D.

68. Because the Foundation's qualified engineer could not decipher the standards set by NMAC 14.7.9.12.D to determine what the Foundation was supposed to design, the qualified engineer relied on his own knowledge and expertise of electric vehicles and electric vehicle supply equipment to overengineer the December plans with the hope that the December plans would comply with NMAC 14.7.9.12.D.
69. Further, the 2021 New Mexico Commercial Energy Conservation Code references the New Mexico energy conservation code commercial applications manual issued by the New Mexico department of energy, minerals, and natural resources.
70. Such manual is not available on the New Mexico Department of Energy, Minerals, and Natural Resources website and cannot be found using standard search logic.
71. 14.7.9.12.D NMAC of the 2021 New Mexico Commercial Energy Conservation Code is void for vagueness as it contains language so imprecise that it fails to give persons of ordinary intelligence fair notice of the conduct prohibited by the code.
72. The Court has jurisdiction pursuant to the New Mexico Civil Rights Act and the Declaratory Judgment Act, NMSA 1978, Sections 44-6-1 through 44-6-15 to declare 14.7.9.12.D NMAC void and unenforceable.

### **COUNT 3: DECLARATORY JUDGMENT**

73. Plaintiff realleges and hereby incorporates by reference the preceding factual allegations.
74. In arguing that the 2021 New Mexico Commercial Energy Conservation Code is constitutional, it was implemented by the wrong state agency.
75. The 2021 New Mexico Commercial Energy Conservation Code goes beyond the statutory authority granted to CID by the New Mexico Legislature.

76. Although courts may afford a degree of deference to an agency's interpretation of a statute the agency is charged with administering, such deference does not give the [Department] the authority to pour any meaning it desires into the statute." *OS Farms, Inc.*, 2009-NMCA-113, ¶ 33 (internal quotation marks and citations omitted). *Par Five Servs., LLC v. N.M. Taxation & Revenue Dep't*, 2021-NMCA-025, 17.
77. The statutory authority for the 2021 New Mexico Commercial Energy Conservation Code is the Construction Industries Licensing Act.
78. The Construction Industries Licensing Act, NMSA 1978, §§ 60-13-1 to -59 (1967, as amended through 2019), charges the Division with "promot[ing] the general welfare of the people of New Mexico by providing for the protection of life and property by adopting and enforcing codes and standards for construction, alteration, installation, connection, demolition and repair work." (Section 60-13-1.1).
79. CID does not have authority to regulate electric vehicle infrastructure as that authority was not vested to them by the New Mexico Legislature, that authority is more appropriately vested to the New Mexico Department of Energy, Minerals, and Natural Resources.
80. NMAC 14.7.9.12.D of the 2021 New Mexico Commercial Energy Conservation Code, violates the public welfare as the code negatively affects the safety, health, and welfare of the Artesia public.
81. The Construction Industries Licensing Act (the Act), NMSA 1978, §§ 60-13-1 to -59 (1967, as amended through 2019), charges the Division with "promot[ing] the general welfare of the people of New Mexico by providing for the protection of life and property by adopting and enforcing codes and standards for construction, alteration, installation,

connection, demolition and repair work." Section 60-13-1.1. The New Mexico Construction Code requires a permit for any building or structure. 14.5.2.8(A) NMAC ("[N]o building or structure shall be erected, constructed, enlarged, altered, repaired, [\*\*\*8] moved, improved, removed, converted or demolished, no electrical wiring, plumbing or mechanical work and LP gas work as defined [\*\*461] and described in the applicable New Mexico construction codes for those trades, may be installed, repaired or maintained in or on such building or structure, unless the applicable permit has first been obtained from the division, unless otherwise provided by statutes or rule."). *N.M. Constr. Indus. Div. & Manufactured Hous. Div. v. Cohen*, 2019-NMCA-071, 11.

82. The purpose of the Foundation's Project is to provide a public recreational facility to the City of Artesia and its residents.
83. The public recreational facility will provide health, wellness, community outreach, and educational programs and opportunities for the City of Artesia and its residents.
84. The 2021 New Mexico Commercial Energy Conservation Code does not promote the City of Artesia's general welfare by mandating that the Project contain electric vehicle power infrastructure, a certain number of electric vehicle capable spaces, and electric vehicle supply equipment.
85. At best, it is speculative whether the 2021 New Mexico Commercial Energy Conservation Code will provide any long-term benefit to the community.
86. Presently, the 2021 New Mexico Commercial Energy Conservation Code does not provide any benefits to the community and might cause a severe and expensive delay to the construction of the Project.

87. Even if the electrical vehicle infrastructure were to be implemented, the infrastructure would be unusable without a third-party vendor and additional infrastructure to support the third-party vendor would be necessary. Alternatively, the facility would have to provide electricity to electric vehicles at no charge as an unknown and open-ended operating expense of the facility.
88. The 2021 New Mexico Commercial Energy Conservation Code, Section 14.7.9.12.D's sole benefit is provided to third-party vendors or electric vehicle owners, not the Artesia public.
89. NMAC 14.7.9.12.D is designed to put the costly burden of installing electric vehicle charging infrastructure on the Foundation for the third-party vendor's or electric vehicle owner's benefit, a cost that the Foundation and the Artesia public will never recover.
90. Because there is an actual controversy regarding whether NMAC 14.7.9.12.D is within the statutory authority of CID, the Court has jurisdiction to declare all or parts of NMAC 14.7.9.12.D illegal and unenforceable.

## PRAYER FOR RELIEF

Plaintiff prays that the Court award Plaintiff damages for the physical taking and permit-use condition taking along with other reasonable costs and attorney's fees allowable by law. Plaintiff further requests that the Court issue a Declaratory ruling that NMAC 14.7.9.12.D is illegal and unenforceable due to its constitutional and statutory defects and violations.

Respectfully Submitted,

DOMENICI LAW FIRM, P.C.  
/s/ Pete V. Domenici, Jr., Esq.  
Pete V. Domenici, Jr., Esq.  
P.O. Box 4295  
Albuquerque, New Mexico 87196  
505-883-6250  
[pdomenici@domenicilaw.com](mailto:pdomenici@domenicilaw.com)

*Attorneys for Plaintiff*

**From:** Benito Gonzales <Benito.Gonzales@jaynescorp.com>

**Date:** December 3, 2024 at 10:37:24 AM MST

**To:** "Abreu, Alexandre" <aabreu@huitt-zollars.com>, "Zelaya, Jose" <jzelaya@huitt-zollars.com>, Scott Taylor <scott@permianconstruction.com>

**Cc:** Jacob Mowad <Jacob.Mowad@jaynescorp.com>, Brian Rodriguez <Brian.Rodriguez@jaynescorp.com>

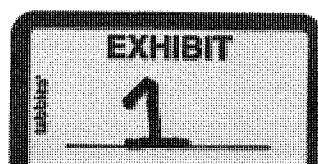
**Subject:** Artesia Rec Center CID Permit Information/Document Request

Good morning Scott, Jose, and Alex,

We received an Information/Document Request No. 00020528 for Electrical Revision from NM CID. Please see the information requested below.

The fifth item is regarding the complicate for the EVs.

- 1.) Sheet E.701 ( Transformer Secondary to PP1, 400A MB. showing 4 # 500's which are rated at 380A. NEC 240.21(C) prevents the use of 240.4(B) next size up rule. Must use wire rated at least 400A. "(C) Transformer Secondary Conductors. A set of conductors feeding a single load, or each set of conductors feeding separate loads, shall be permitted to be connected to a transformer secondary, without overcurrent protection at the secondary, as specified in 240.21(C)(1) through (C)(6). Section 240.4(B) shall not be permitted for transformer secondary conductors. "
- 2.) Ground between transformer and PP1 should be sized per 250.102(C)(1) currently to small and will change with upsized transformer secondary. "250.102 Grounded Conductor, Bonding Conductors, and Jumpers."
- 3.) E701 Ground from transformer to PP2 should be sized per 250.102(C)(1) #6 is shown but should be a #4Cu minimum. "250.102 Grounded Conductor, Bonding Conductors, and Jumpers."
- 4.) E.701 Please show compliance with 450.14 for primary side of transformer connected to PP2. Transformer is fed from separate room with no disconnect shown in sight. "450.14 Disconnecting Means."
- 5.) Please show compliance with PART 9 2021 NEW MEXICO COMMERCIAL ENERGY CONSERVATION CODE 14.7.9.12 CHAPTER 4 [CE] COMMERCIAL ENERGY EFFICIENCY: See this Chapter of the IECC(4) Section C405.13 Electric vehicle power transfer infrastructure.



Add this section to the IECC. Parking facilities shall be provided with electric vehicle power transfer infrastructure in accordance with design requirements and Sections C405.13.1 through C405.13.6.

6.) Please provide 2021 IECC lighting certificate of compliance.

Thank you,

Benito

 **Benito Gonzales**  
Project Manager  
Jaynes Corporation  
o:575.526.6400 c:575.649.5813  
[www.jaynescorp.com](http://www.jaynescorp.com)

Learn more about our history on our [website](#).





# CITY OF HOBBS

## STAFF SUMMARY FORM

MEETING DATE:  
**June 16, 2025**

**SUBJECT:** Resolution No. 7634 - Rescinding Condemnation on Certain Property Located at 400 North Turner

**DEPT OF ORIGIN:** Police

**DATE SUBMITTED:** 5/19/2025

**SUBMITTED BY:** Jessica Silva, Community Services Superintendent

### Summary:

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

### Fiscal Impact:

No fiscal impact.

### Attachments:

Resolution -Rescinding condemnation

ATTACHMENT A FOR COMMISSION SUBMITTAL 6-2-2025 - TURNER -  
RECINDED

Consideration to rescind condemnations Powerpoint 6-16-2025 (TURNER)

### Recommendation:

Motion to approve the resolution.

### Approved By:

August Fons, Police Chief	6/5/2025
Toby Spears, Finance Director	6/5/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	6/5/2025
Manny Gomez, City Manager	6/5/2025

CITY OF HOBBS

RESOLUTION NO. 7634

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

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

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

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

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

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

PASSED, ADOPTED AND APPROVED this 16<sup>TH</sup> day of June, 2025.

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SAM D. COBB, Mayor

ATTEST:

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JAN FLETCHER, City Clerk

**Attachment A**

	<b>Address</b>	<b>Owner</b>	<b>Owner's Address</b>
1	400 N. Turner Hobbs, Lea County, NM  *Lots Nine (9) through Thirteen (13), Block One Hundred Five (105) of the Highland Park Addition to the City of Hobbs, Lea County, New Mexico, as referenced on that certain Plat filed May 9, 1930.	- Laundry Lounge Hobbs LLC	- 3501 SW Failawn Rd. Suite 200 Topeka, KS, 66614

# Consideration to Rescind Condemnations

June 16, 2025



# 400 N. Turner (Before)

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# 400 N Turner (Before)

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# 400 N Turner (After)

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# 400 N Turner (After)

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# QUESTIONS?





**CITY OF HOBBS**  
STAFF SUMMARY FORM

MEETING DATE:  
**June 16, 2025**

**SUBJECT:** Resolution No. 7635 - Authorizing the Mayor to Execute a Memorandum of Understanding with Lea County for United Airline Subsidy for FY26

**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 Understanding ("MOU") 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:**

The 2026 preliminary budget for the airline subsidy is approximately \$3,479,596.50.

**Attachments:**

RESOLUTION - MOU Lea County Re Airline (2025)  
20250612 MOA Lea County Hobbs Re Airline

**Recommendation:**

The Commission should consider the Resolution.

**Approved By:**

Medjine Desrosiers-Douyon, Deputy City Attorney	6/4/2025
Toby Spears, Finance Director	6/4/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	6/5/2025
Manny Gomez, City Manager	6/5/2025

CITY OF HOBBS

RESOLUTION NO. 7635

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A MEMORANDUM OF UNDERSTANDING WITH  
LEA COUNTY FOR AIRLINE SUBSIDY FOR FY 25-26

WHEREAS, the City of Hobbs and Lea County will provide airline subsidy funding up to \$2,720,982.00 each pursuant to a Memorandum of Understanding between the City of Hobbs and Lea County as attached herein; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor be and is hereby directed to execute a Memorandum of Understanding with Lea County for Airline Subsidy for FY 25-26.

PASSED, ADOPTED AND APPROVED this 16<sup>th</sup> day of June, 2025.

\_\_\_\_\_  
SAM D. COBB, 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 25-26. 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 requires subsidy payments from County and City, if necessary, to maintain the air service; 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 25-26.

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 shall continue in full force and effect for the four required quarterly payments to United Airlines. Nothing in this agreement

guarantees future airline subsidy funding by either entity beyond what this agreement contemplates.

### **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.

ATTEST:

LEA COUNTY, NEW MEXICO

BY:   
Gary Eidson,  
Lea County Chair

Date: 06/12/2025

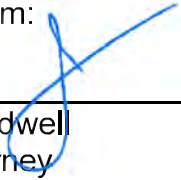
ATTEST:

CITY OF HOBBS

BY: \_\_\_\_\_  
Sam Cobb,  
Mayor

Date: \_\_\_\_\_

Approved as to Form:

By:   
John W. Caldwell  
County Attorney

Date: 06/12/2025

By: \_\_\_\_\_  
Medjine Desrosiers-Douyon  
Deputy City Attorney

Date: \_\_\_\_\_



# CITY OF HOBBS

## STAFF SUMMARY FORM

MEETING DATE:  
**June 16, 2025**

**SUBJECT:** Resolution No. 7636 - Authorizing the Mayor to Execute a Memorandum of Understanding with Lea County for JSX Airline Subsidy for FY26

**DEPT OF ORIGIN:** Legal

**DATE SUBMITTED:** 6/5/2025

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

### Summary:

This resolution authorizes the Mayor to execute a Memorandum of Understanding ("MOU") with Lea County detailing the terms and responsibilities of the entities' joint requirements for the JSX airline subsidy. The City of Hobbs and Lea County will provide subsidy funding not to exceed \$1,000,000.00 in the aggregate or \$500,000.00 for each entity pursuant to the attached MOU between the City and County for six (6) months of service. The county shall remit its payment to the City in the amount of \$500,000.00 in full. City shall be responsible for paying the airline subsidy to JSX through the EDC.

### Fiscal Impact:

The 2026 preliminary budget for the airline subsidy is approximately \$3,479,596.50. The remaining 2026 preliminary budget is \$758,614.50 (after EDC-United Airline Subsidy).

There will need to be a 2026 final budget expenditure adjustment of approximately \$241,385.50 ( $758,614.50 + 241,385.50 = \$1,000,000.00$ ). There will also need to be a 2026 final budget revenue adjustment of \$500,000.00 to account for the MOU payment from Lea County.

### Attachments:

RESOLUTION - MOU Lea County Re JSX Airline (2025)  
20250612 MOA Lea County Hobbs Additional Air Service

### Recommendation:

The Commission should consider adopting the Resolution.

### Approved By:

Medjine Desrosiers-Douyon, Deputy City Attorney	6/5/2025
Toby Spears, Finance Director	6/5/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	6/5/2025
Manny Gomez, City Manager	6/5/2025



CITY OF HOBBS

RESOLUTION NO. 7636

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A MEMORANDUM OF UNDERSTANDING WITH  
LEA COUNTY FOR THE JSX AIRLINE SUBSIDY FOR FY 25-26

WHEREAS, the City of Hobbs and Lea County will provide airline subsidy funding up to \$1,000,000.00 in the aggregate for six (6) months of service pursuant to a Memorandum of Understanding between the City of Hobbs and Lea County as attached herein; and

WHEREAS, the County will provide their share of the subsidy payment of \$500,000.00 directly to the City who shall be responsible to remit one-hundred percent (100%) of the subsidy payment to the Economic Development Corporation of Lea County (hereinafter "EDC") for payment to JetSuiteX ("hereinafter" JSX).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor be and is hereby directed to execute a Memorandum of Understanding with Lea County for the JSX Airline Subsidy for FY 25-26.

PASSED, ADOPTED AND APPROVED this 16<sup>th</sup> day of June, 2025.

---

SAM D. COBB, Mayor

ATTEST:

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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 25-26. 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. County and City agree to budget and share equally the costs of funding for FY 24-25.

2. The payment shall not exceed \$1,000,000.00 in the aggregate or \$500,000.00 for each entity.

3. The County agrees to make a payment of \$500,000.00 to the City on July 1, 2025 to fund the payment for the additional air service.

### **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 Memorandum of Agreement shall continue in full force and effect for 6 months and may be renewed by written agreement between the parties. Nothing in this agreement guarantees future air service funding by either entity beyond what this agreement contemplates.

#### **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:   
Gary Eidson,  
Lea County Chair

Date: 06/12/2025

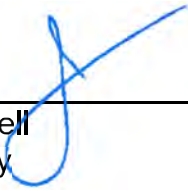
ATTEST:

CITY OF HOBBS

BY: \_\_\_\_\_  
Sam Cobb,  
Mayor

Date: \_\_\_\_\_

Approved as to Form:

By:   
John W. Caldwell  
County Attorney

Date: 06/12/2025

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_



# CITY OF HOBBS

## STAFF SUMMARY FORM

MEETING DATE:  
**June 16, 2025**

**SUBJECT:** Consideration of Approval for the Purchase of Police Department Security Upgrades Utilizing a CES Contract with D & D Automation & Electric, LLC, in the Amount of \$97,008.49

**DEPT OF ORIGIN:** Police

**DATE SUBMITTED:** 6/3/2025

**SUBMITTED BY:** Steven Blandin, PD IT Administrator

### Summary:

The Police Department's Information Technology Division is requesting to install additional card access and cameras in and around the Police Department Complex for increased security, access and visibility. This project is within scope and continuation of security upgrade projects already underway or completed.

The vendor quoted using CES contract.

### Fiscal Impact:

The Security Upgrade projects are covered under grant 22-G2878 in the amount of \$495,000 with \$117,508.92 available funds remaining. The projected cost of this project is within budget at \$97,008.49.

Costs of this project:

- \$41,334.37 – Camera Equipment
- \$19,500.11 – Access Control Equipment
- \$27,000.00 – Labor & Misc Materials
- \$3,199.88 – Bonds & Permits
- \$5,974.13 – Applicable Tax

### Attachments:

Estimate\_2118\_from\_D\_\_D\_AUTOMATION\_\_ELECTRIC\_LL  
Hobbs 22-G2878 NOO4 Approved

### Recommendation:

Motion to approve the action item.

### Approved By:

August Fons, Police Chief

6/5/2025

Toby Spears, Finance Director	6/5/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	6/5/2025
Manny Gomez, City Manager	6/5/2025

ESTIMATE

D & D AUTOMATION & ELECTRIC,  
LLC  
PO Box 3962  
Hobbs, NM 88241

ddautomationelec@ddae.us  
575-263-4458  
CES # 2024-14-C117-ALL



Cooperative Educational Services:City of Hobbs

Bill to  
Cooperative Educational Services  
4216 Balloon Park Rd NE  
Albuquerque, NM 87109

Ship to  
Cooperative Educational Services  
City of Hobbs  
Finance Department  
Attn: accounts Payable  
200 E broadway St  
Hobbs, NM 88240

Estimate details

Estimate no.: 2118  
Estimate date: 05/21/2025

#	Product or service	Description	Qty	Rate	Amount
1.		CCTV:			
2.	Crew Labor Hourly Rate (CES)	Technician/Apprentice/Truck	80	\$120.00	\$9,600.00
3.	WV-S8564LG	4X6MP(25MP) MULTI-SENSOR OUTDOOR VANDAL RESISTANCE CAMERA	5	\$2,540.35	\$12,701.75
4.	WV-S8564L	4X6MP(25MP) MULTI-SENSOR OUTDOOR VANDAL RESISTANCE CAMERA	6	\$2,540.35	\$15,242.10
5.	WV-S8563L	3X6MP(19MP) MULTI-SENSOR OUTDOOR VANDAL RESISTANCE CAMERA	4	\$2,249.69	\$8,998.76
6.	WV-U2542LA	4MP Vandal Resistant Outdoor Dome Network Camera	3	\$544.26	\$1,632.78
7.	i-PRO PPRM35AW	PARAPET MOUNT FOR OUTDOOR CAMERAS. 1-1/2" NPT ANSI MALE THREAD. COMPATIBLE PRODUCTS : WV-X65XX/S65XX, PS781, PS485, WV-QAT501-S. SUCCESSOR MODEL OF PPRM30GB (BEIGE) OR PPRM30GB(BLACK). WHITE COLOR	2	\$312.74	\$625.48
8.	i-PRO WV-QSR503F1-W	SHROUD BRACKET (ANSI Female Thread) WHT	6	\$42.60	\$255.60



9.	<b>WV-QCN500-W</b>	CORNER MOUNT BARCKET	2	\$85.25	\$170.50
10.	<b>WV-QSR503-W</b>	SHROUD BRACKET (4 HOLES), COMPATIBLE WITH WV- S857X/S856X/S854X, AND WV-QWL501-W, WV-QCL501-W, WHITE	3	\$48.69	\$146.07
11.	<b>WV-QWL501-W</b>	WALL MOUNT BRACKET (SAME SHAPE AS WV-Q122A) WHITE	3	\$324.03	\$972.09
12.	<b>i-PRO WV-QCL101-W</b>	PENDANT MOUNT BRACKET /1 PART (WHITE)	4	\$77.32	\$309.28
13.	<b>WV-QAT501-W</b>	ATTACHMENT PIPE FOR CONNECTING OUTDOOR PTZ OR SHROUD WITH 1-1/2" NPT ANSI THREAD PIPE.	4	\$69.99	\$279.96
14.	<b>Misc Job Materials</b>	Misc Job Materials	1	\$300.00	\$300.00
15.		Access Control:			
16.	<b>Crew Labor Hourly Rate</b>	Technician/Apprentice/Truck	140	\$120.00	\$16,800.00
17.	<b>Amag M2150-8RDR-IPW-PACK</b>	Symmetry M2150 8 Reader IP Pack - 8DBC Panel, CAB3A Enclosure, PSU-KIT Power, WIM8, NIC-4, TRANS-75-UL	1	\$5,731.19	\$5,731.19
18.	<b>Altronix 8OP PWR SPLY</b>	Altronix AL600ULACM Access Power Controller w/ Power Supply/Charger, 8 Fused Relay Outputs, 12/24VDC @ 6A, FAI, 115VAC, BC400 Enclosure	3	\$408.40	\$1,225.20
19.	<b>HID 921PTNTEK00000</b>	RDR, RPK40, MULTICLASS, SE REV E, KPD, STD PROX, STD, WIEGAND, TERM, BLK, STD 1 SECURITY, LED RED, FLASH GRN, BZR ON, IPM OFF, KPF-4-BIT, 32 BIT	12	\$320.00	\$3,840.00
20.	<b>HES 5000c Electric Strike</b>	Recessed Electric Door Strike	10	\$240.00	\$2,400.00
21.	<b>HES 9600-630</b>	9600 Series Surface Mounted Electric Strike, Windstorm Resistant, Satin Stainless Steel	2	\$337.59	\$675.18
22.	<b>Honeywell 7939-2WH</b>	Surface Mount Door Contact White SPDT	12	\$16.00	\$192.00
23.	<b>Sargent 5556-8810F 32D</b>	Exit Device, Rim, Request-To-Exit, Electric Latch Retraction, Exit Only with PTB/ET Trim, 33 to 36" F Rail, Dull Stainless	1	\$2,945.74	\$2,945.74
24.	<b>Misc Job Materials</b>	Misc Job Materials	1	\$300.00	\$300.00
25.	<b>Genesis 21965002</b>	Genesis 21965002 22/6 Stranded Shielded + 22/4 Stranded + 22/2 Stranded + 18/4 Stranded Composite Access Control Cable, Riser, CMR, FT4, 500' (152.4 m) Reel, Yellow	5	\$498.16	\$2,490.80
26.					

NMRLD Electrical Permit		New Mexico Regulations & Licensing Department Electrical Permit	1	\$350.00	\$350.00
27.	Old Republic Surety Bond	Surety Bond	1	\$2,849.88	\$2,849.88
28.	<p>Scope of Work: Install access control equipment at locations below.  PD Annex Secondary Ingress: Pull AC Cable to MDF</p> <p>PD Annex 1st FLR IDF: Pull AC Cable to 1st FLR IDF</p> <p>PD Annex Armory Office/Storage: Pull AC Cable to 1st FLR IDF</p> <p>PD Annex 1stFLR IDF: Add PWR Supply</p> <p>PD Annex 2nd FLR IDF: Pull AC Cable to 2nd FLR IDF</p> <p>PD Annex Uniform RM Back Door: Pull Cable to 2nd FLR IDF</p> <p>PD Annex 2nd FLR IDF: Add 8 door controller and PWR supply</p> <p>PD Annex 2nd FLR IDF: Pull cable to 2nd FLR panels and install AC equipment.</p> <p>PD Annex Patio Entry: Pull cable to MEZZ Panel. Install AC Equipment</p> <p>PD Admin: Steven's Office Pull cable to MEZZ Panel. Install AC Equipment</p> <p>PD Admin: Schiller's Office: Pull cable to MEZZ Panel. Install AC Equipment</p> <p>PD Admin Storage RM's: Pull cable to MEZZ Panel. Install AC Equipment</p>				

				Subtotal	\$91,034.36
				Sales tax	\$5,974.13
				<b>Total</b>	<b>\$97,008.49</b>

Accepted date

Accepted by

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # 4

DATE: 5/27/25

TO: Department Representative: Melanie Viarrial, Project Manager

FROM: Grantee Entity: City of Hobbs

Grantee Official Representative: Shelia Baker, General Services Director

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: 22-G2878

Grant Termination Date: 6/30/26

As the designated representative of the Department for Grant Agreement number 22-G2878 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: D&D Automation & Electric, LLC

Third Party Obligation Amount: \$ 97,008.49

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): \$ 495,000.00

The Amount of this Notice of Obligation: \$ 97,008.49

The Total Amount of all Previously Issued Notices of Obligation: \$ 373,315.58

The Total Amount of all Notices of Obligation to Date: \$ 470,324.07

*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: Melanie Viarrial

Title: Project Manager

Signature: D W Melanie M. Viarrial

Date: 5/30/2025 5/30/2025

<sup>1</sup> 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.



# CITY OF HOBBS

## STAFF SUMMARY FORM

MEETING DATE:  
**June 16, 2025**

**SUBJECT:** Resolution No. 7637 - Approving a Development Agreement with Platinum Investments LLC Concerning the Development of Market-Rate Single-Family Housing

**DEPT OF ORIGIN:** City Manager

**DATE SUBMITTED:** 6/4/2025

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

### Summary:

Platinum Investments LLC has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce four (4) market-rate single-family units and is requesting infrastructure incentives of \$60,000.

### Fiscal Impact:

Budget: 22-4022-44901-00387 (Lea County Housing Grant)

Available: \$903,056

DA Cost: \$60,000

### Attachments:

(6-2-25) Platinum SFIRDA RESO

(6-16-25) Platinum LLC SFIRDA

### Recommendation:

Consider approval / denial of Resolution and Development Agreement

### Approved By:

Manny Gomez, City Manager 6/5/2025

Toby Spears, Finance Director 6/5/2025

Medjine Desrosiers-Douyon, Deputy City Attorney 6/5/2025

Manny Gomez, City Manager 6/10/2025

CITY OF HOBBS

RESOLUTION NO. 7637

**A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH PLATINUM PROPERTY INVESTMENTS, LLC, CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY HOUSING**

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with Platinum Property Investments LLC, 1207 W Coal, Hobbs, NM 88240. concerning the development of market rate single-family housing within the municipal boundary; and

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

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

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

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

PASSED, ADOPTED AND APPROVED this 16<sup>th</sup> day of June, 2025.

\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

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

# MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

**THIS AGREEMENT** is entered into on this 16<sup>nd</sup> day of June 2025 by and between the City of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and **Platinum Property Investments LLC, 1207 W Coal, Hobbs, NM 88240**, (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

## RECITALS:

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

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

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

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

### **A. Work To Be Performed.**

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

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

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

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

- a. Incentive not to exceed per square footage basis:
  - i. \$20.00 per sq. ft. in an in-fill areas
  - ii. \$15.00 per sq. ft. in new residential areas
  - iii. Calculation based on living area only
- b. Incentive not to exceed per unit basis:
  - i. \$17,000.00 per single family unit within an in-fill area
  - ii. \$15,000.00 per single family unit
  - iii. \$7,500 per multi-family unit

- c. Incentive not to exceed fair share per linear foot of infrastructure basis:
  - i. **\$205.00 per lineal front footage** of complete public infrastructure, and further broken down as follows:
    - 1. **Water (\$45.00 / lf):**
      - a. Forty-Five dollars (\$45.00) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
    - 2. **Sewer (\$0 / lf):**
      - a. Zero dollars (\$0.00) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
      - b. Line Charge apply to the lots on Cochran and would make and will be waived, although not eligible for sewer replacement
    - 3. **Street (\$125.00 / lf):**
      - a. One Hundred Twenty-Five dollars (\$125.00) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as defined within the City of Hobbs Major Thoroughfare Plan);
    - 4. **Sidewalk: (\$35.00 / lf):**
      - a. Thirty-five dollars (\$35.00) per equivalent front foot of lot to which sidewalk is provided;

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

**B. Payment for Services.**

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

ratification of this agreement. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.

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

**C. Construction Requirements.**

High Wind Events: During high wind events, contractors must implement effective mitigation measures and best management practices (BMPs) to minimize blowing trash and airborne dust. This includes deploying wind barriers such as fencing or tarps around work areas, securing loose materials and debris with weighted coverings, and promptly collecting and disposing of waste to prevent it from becoming windborne. Additionally, contractors should apply water or soil stabilizers to exposed surfaces to suppress dust and adjust work schedules to avoid high-risk activities during extreme wind conditions. Regular site inspections and immediate corrective actions ensure compliance with environmental regulations and protect surrounding communities from the impacts of wind-driven debris and dust.

**D. Assignment of Agreement.**

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

**E. Insurance Requirements and Hold Harmless Provision.**

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

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

**F. Governing Law and Provisions.**



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

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

**G. Final Payment and Release of Claims.**

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

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

**H. Amendments.**

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

**I. Breach.**

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

**J. Remedies Upon Breach.**

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

**K. Termination.**

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

**L. Notice.**

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN: **Platinum Property Investments LLC, 1207 W Coal, Hobbs, NM 88240** and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

**M. Entire Agreement.**

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

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

**City of Hobbs**

**Developer**

\_\_\_\_\_  
By: Sam D. Cobb, Mayor

\_\_\_\_\_  
By: Platinum Property Investments, LLC

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Medjine Desrosiers-Douyon, Deputy City Attorney



# CITY OF HOBBS

## STAFF SUMMARY FORM

MEETING DATE:  
**June 16, 2025**

**SUBJECT:** Consideration of Approval of Bid Number 1613-25 for Annual Water Meter Changeout Project and Recommendation to Accept the Bid of Professional Meters, Inc., in the Amount of \$503,388.80 (Not Including NMGR)

**DEPT OF ORIGIN:** Utilities

**DATE SUBMITTED:** 6/4/2025

**SUBMITTED BY:** Tim Woomer, Utilities Director

### Summary:

- Bid Number 1623-25, the Annual Water Meter Changeout Project, was duly advertised on May 4, 2025.
- The Project includes the complete removal and installation of an indefinite quantity of approximately 5,373 old water service meters throughout the City of Hobbs.
- This includes the replacement of 4,121 5/8-inch water meters at a cost of \$92.16 each and the replacement of 1,252 1-inch water meters at a cost of \$98.72 each.
- All water service meters will be replaced with new 3/4-inch Metron SMART water service meters supplied by the City of Hobbs.
- The CITY OF HOBBS will retain possession of all removed water service meters.
- One (1) qualified bid was received from Professional Meters, Inc. of Morris, Illinois.

### Fiscal Impact:

\$503,388.80 (Not Including NMGR)

The Annual Water Meter Changeout Project is funded through the Utilities Enterprise Fund FY 2024-2025 Budget, Account Number 61-4061-44901-00091.

### Attachments:

ANNUAL WATER METER CHANGEOUT PROJECT - BID 1623-25

Professional Services Agreement Meter Changeout Project Bid Number 1623-25;  
PROFESSIONAL METERS INC.

Exhibit A; The Scope of Work; Annual Meter Changeout Project; Bid Number 1623-25

### Recommendation:

Award Bid Number 1623-25, Annual Water Meter Changeout Project, to Professional Meters, Inc., of Morris, Illinois in the amount of \$503,388.80 (not including NMGR).

### Approved By:

Tim Woomer, Utilities Director	6/4/2025
Toby Spears, Finance Director	6/5/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	6/5/2025
Manny Gomez, City Manager	6/5/2025

**City of Hobbs, New Mexico**  
**Annual Water Meter Changeout Project**  
**No. Bid 1623-25**  
**Due: May 22, 2025, at 2:00 PM**



**Professional Meters, Inc.**

**3605 N State Route 47, Suite E**

**Morris, IL 60450**

**815-942-7000**

**PMI Contact:**

**Kaileen Stinde, Sales Manager**

**[sales@prometers.com](mailto:sales@prometers.com)**

**815-413-0216**



# New Mexico E-Services for Contractor Licensing



[Home Page](#)

## Company Details

Company Name	PROFESSIONAL METERS INC	License Number	91309
Phone Number	8159427000	License Status	Active
Issue Date	11/17/2004	Expiry Date	11/30/2025
Volume	\$1000000.00 +		
Principal Place of Business Address			
PO BOX 506			
City	MORRIS		
State	IL	Zip Code	60450

## QP Details

Name	Certificate No	Classification	Attach Date	Status
<u>JOHN CUMMINGS</u>	250507	GF09	11/17/2004	Attached

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#### **SECTION 4 - BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, , as surety are held and firmly bound unto the City of Hobbs, a New Mexico municipal corporation, Lea County, New Mexico, hereinafter called the OWNER, in the penal sum of Five Percent of Amount Bid Dollars (\$ 5%) Lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the Accompanying Bid, dated May 22, 2025, to the City of Hobbs, New Mexico, for:

#### **ANNUAL WATER METER CHANGEOUT PROJECT**

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period therein after the opening of the same or, if no period be specified, within forty-five (45) days after the said opening, and shall within the period specified therefore, or if no period be specified within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a Written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said bid within the period specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this 22nd day of May, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative pursuant to authority of its governing body.

In presence of:

\_\_\_\_\_  
(Individual Principal) (SEAL)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Partnership) (SEAL)

\_\_\_\_\_  
(Business Address)

ATTEST: Karleen C. Gimmery  
  
Affix  
Corporate  
Seal

By: John E. Lumming  
(Corporate Principal)  
PROFESSIONAL METERS, INC.  
3605 North State Route 47, Suite E  
Morris, Illinois 60450  
\_\_\_\_\_  
(Business Address)

By: X Karleen C. Gimmery  
\_\_\_\_\_

ATTEST: [Signature]  
  
Affix  
Corporate  
Seal

Travelers Casualty & Surety Co. of America  
(Corporate Surety)  
  
By: [Signature]  
Agnes A. Froemel Attorney-In-Fact

COUNTERSIGNED:

By: \_\_\_\_\_  
Attorney-in-Fact, State of Illinois  
\_\_\_\_\_

Power-of-Attorney for person signing for Surety Company must be attached to bond.





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Agnes A Froemel** of **MORRIS**, Illinois, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

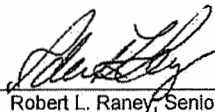
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: \_\_\_\_\_

  
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

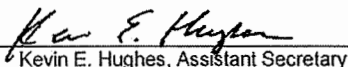
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 22ND day of MAY, 2025



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**SECTION 3 - BID FORM (Lump Sum Contract)**

Bid No. BID #1623-25

PLACE: City of Hobbs Finance Department  
City Hall  
200 E. Broadway  
Hobbs, New Mexico 88240

DATE: 05/20/2025

Bid of PROFESSIONAL METERS, INC. (hereinafter called "BIDDER"), organized and existing under the laws of the State of ILLINOIS to the City of Hobbs (hereinafter called "OWNER").

**ANNUAL WATER METER CHANGEOUT PROJECT:**

The Bidder, in compliance with your invitation for bids for construction of the Project, having examined the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of labor, hereby proposes to furnish all labor, and equipment, within the time set therein, at the prices stated below in accordance with the following:

Advertisement for bids dated May 4, 2025.

The contract documents, including General Conditions, Project Description and Special Conditions prepared by **The City of Hobbs**.

All of which are incorporated herein and made a part hereof. The following prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to proceed by the Owner and to fully complete the project within time frame specified in Section 7 – Contract. Bidder further agrees to pay as liquidated damages, as stated in Section 7 – Contract.

Bidder agrees to perform all of the work described in the Specifications and shown on the plans for the following unit prices. Each item must be bid. The cost of any work added or deducted from the following estimated quantities shall be computed at the unit prices bid.

1. By the signing of this Bid Proposal, the Bidder hereby attests that all subcontractors and suppliers he intends on using on this Project (Base Bid and any Alternates) meet or exceed all requirements (including Prior Approval - **A MINIMUM OF 10 DAYS BEFORE BID DATE - SEE Information for Bidders, for more on Prior Approvals**) and qualifications for their respective portions of the Work as set forth in the Project Manual and the Drawings.
2. The Bidder must include in his Bid the costs of all tests.
3. The Bidder acknowledges receipt of the following Addenda:
4. YPC Initial in acknowledgment of the following: Bidder understands that the Owner reserves the right to reject any or all bids, to accept any bid, and to waive any and all formalities or technicalities.
5. YPC Initial in acknowledgment of the following: Attached (on bidders' letterhead) as part of this Bid Form, is the Bidders statement acknowledging if any asbestos containing materials will be used in the construction of this project and listing what said materials are and what percent they contain asbestos.
6. YPC Initial in acknowledgment of the following: CONTRACT CLOSE-OUT - The Bidder acknowledges all warranties/guarantees addressed in the Bid Documents and agrees to fulfill their commitment of same. Bidder understands the ramifications involved if the Close-Out portion of the work is not completed within 4-months. See #30 in Information for Bidders for more information.
7. YPC Initial in acknowledgment of the following: WARRANTIES SUBMITTALS - The Bidder agrees to submit copies of all manufacture warranties along with the other submittals (as specified in Division 1, Para. 1.5).
8. YPC Initial in acknowledgment of the following: Bidder acknowledges the Modification Allowance and understands the stipulations thereof.
9. YPC Initial in acknowledgment of the following: Bidder agrees that this Bid will be good and may not be withdrawn for a period of 30 days after the scheduled closing time for receiving bids.
10. YPC Initial in acknowledgment of the following: Bidder understands and will comply with the following. Page 2 of each Pay Request will now contain a separate Line Item to address the Close-Out portion of the project. SEE #26 in Information for Bidders for more information.
11. YPC Initial in acknowledgment of the following: Bidder understands and will comply with the ramifications involved if the Owner has to perform more than two Project Reviews to determine 'final completion' of the project. SEE 9.10 & 9.11 in Supplementary General Conditions for detailed information.

## PART 1 – BID

**BASE BID** for the Annual Water Meter Changeout Project as prepared by The City of Hobbs. For all Base Bid Work described in the Contract Documents, using the estimated quantities as listed, the Bidder agrees to perform this work for the sum(s) of:

**BASE BID:** \$ \$503,388.80

(Written Bid Price) five hundred and three thousand three hundred eighty eight dollars and eighty cents

**IMPORTANT** Modification allowances shall be included in the Base Bid and all alternates, as applicable. In the event modifications are not requested or the sum used is less than the allowances shown, the remainder of the allowance will be returned to the Owner. See SECTION 01020 for further information and clarifications.

**CONSTRUCTION TIME:** The Bidder hereby agrees to complete all work in the Contract Documents to a point of Substantial Completion no later than 305 **calendar days** from the date set forth in the written Notice to Proceed, issued by the Owner.

**UNIT PRICES:** The undersigned agrees that the following unit prices shall determine the value of extra work or changes, as applicable. The unit prices shall be considered complete including all material and equipment, labor, installation costs, and overhead costs, and shall be used uniformly for either additions or deductions to the work:

**ESTIMATED QUANTITIES:** The undersigned agrees that the work necessitates an indefinite quantity of meters to be replaced. However, the Contractor should expect the following approximate quantities of meters will be replaced:

5/8-inch meters - 4121

1-inch meters - 1252

**BASE BID - WATER METER INSTALLATION**

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>UNIT</i>	<i>UNIT PRICE</i>
	Remove 5/8" water meter and replace with 3/4" water meter, complete and in place and provide all required information in the designated electronic format.	Each	\$ <u>\$92.16</u>
	Remove 1" water meter and replace with 3/4" water meter, complete and in place and provide all required information in the designated electronic format.	Each	\$ <u>\$98.72</u>

**BID ALTERNATE ONE**

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>UNIT</i>	<i>UNIT PRICE</i>
	Water Service/Lateral Description; Identify the pipe type and size of the City of Hobbs' and Customer's water service/lateral and provide all information in the designated electronic format. Excavation outside the meter box will be required to properly identify service lateral.	Each	\$ <u>\$144.31</u>

New Mexico Gross Receipts Tax will be added to total bid price at the time of billing. Do not add New Mexico Gross Receipts Tax to the total bid price shown above.

Bid Guarantee shall be 5% of the Total Bid Price.

Receipt of Addenda to be acknowledged

Addendum No. 1 Date 5/19/25.



## UTILITIES DEPARTMENT

200 E. Broadway St.  
Hobbs, NM 88240

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

### **ADDENDUM NUMBER 1**

### **CITY OF HOBBS ANNUAL WATER METER CHANGEOUT PROJECT BID NO. 1623-25**

**DATE: May 19, 2025**

The following clarifications shall be made part of the proposal documents for the abovementioned project. Addendum #1 is only intended to address inquiries posed by potential offerors by including additional information.

#### **1. QUESTIONS**

- a. *In reviewing the bid documents, I see that 3/4" Metron S-30 meters are specified but will equivalent meters be considered if all pertinent information and specifications are submitted prior to the bid date?*
  - i. The City of Hobbs is supplying all the water meters for this project. Contractor will not have to supply water meters for this project.
  - ii. No substitutes or equivalents will be considered, Contractor shall install the Metron water meters as provided by the City of Hobbs.
- b. *What is the condition of the meter boxes? Does the city keep them clean, what percentage need to be cleaned out and/or reset/replaced?*
  - i. It is in the best interest that the bidder schedules their own personal inspection of the meter vaults and obtain their own judge of them. Contractors will not be replacing any meter boxes or shut off valves in this project. All damage items will be R.T.U. (Returned To Utilities) back to Utilities Department for repairs.
- c. *Does the city already have the meters and city provided materials already in stock or will there be a delay waiting for the materials to arrive?*
  - i. The City of Hobbs will only be providing the S-30 Metron Meters and meter adapters. Any and all gasket, screws, nuts and bolts or backfill material needed will be the contractor's responsibility.
- d. *What's the cities expectations for project completion time? Is the city expecting this done in a month or 5 months?*
  - i. It is the City of Hobbs's expectations to have this project completed in 5-6 months.
- e. *The 1-inch meters being reduced to 3/4 meters, will there be a replumbing required? If replumbing is required will the city provide the parts needed or will they need to be provided by the contractor?*
  - i. The City of Hobbs will be providing meter adapters that convert the standard 5/8"-3/4" into a standard 1" meter length. No plumbing will be required unless contractor causes damage.
- f. *Are there already back flows in place, and will they need to be tested and reinstalled or replaced?*
  - i. This is not a line item in the bid, meter install only.

City of Hobbs – Bid No.1623-25 Annual Meter Changeout Project



**UTILITIES DEPARTMENT**

200 E. Broadway St.  
Hobbs, NM 88240

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

- g. *There's mention of needing to convert the installation data into an approved format for the city, can we get a copy of that format ASAP?*
  - i. See 90 pages Meter Data Export attachment.
- h. *What billing software does the city use.*
  - i. It is Springbrook
- i. *For the 5/8 meters being upgraded to 3/4 meters, do the new meters match the existing lay length or will a replumb be required? If a replumb is required who provides the hardware need?*
  - i. 5/8" meter is the standard length of a 3/4" meter. No plumbing required.

**2. ATTACHMENTS**

- a. Pre-Bid Agenda (2 Pages)
- b. Pre-Bid Sign-in Sheet (1 Page)
- c. Meter Data Export (90 Pages)

**Please acknowledge receipt of this addendum by placing the number "1" or writing "one" and writing the date in the space provided on Attachment A: Proposal Form Signature Sheet.**

<<<<END OF ADDENDUM No. 1>>>>

Sincerely,  
THE CITY OF HOBBS

Tim Woomer  
Utilities Director  
[twoomer@hobbsnm.org](mailto:twoomer@hobbsnm.org)  
(575) 397-9315



## ENGINEERING DEPARTMENT

200 E. Broadway  
Hobbs, NM 88240

575-397-9232 bus  
575-397-9227 fax

### PRE-BID AGENDA

PROJECT NAME: Annual Water Meter Changeout Project

BID NO.: 1623-25

FUNDING SOURCE: City of Hobbs – Enterprise Fund

DATE: May 14, 2025

TIME: 2:00 PM

LOCATION: HOBBS CITY HALL ENGINEERING CONFERENCE ROOM B131

1. Attendance: Please sign in.
2. Introductions CONFERENCE
3. Project Team

#### OWNER:

City of Hobbs (Address)

City Hall

200 E. Broadway

Hobbs, New Mexico 88240

575.397.9232 Phone

505.397.9227 Fax

#### Owner's Representatives:

Tim Woomer (Name)

Utilities Director (title)

twoomer@hobbsnm.org (email)

575.397.9315 (phone)

Todd Ray (Name)

Utility Superintendent (title)

tray@hobbsnm.org (email)

575.397.9315 (phone)





## ENGINEERING DEPARTMENT

---

200 E. Broadway  
Hobbs, NM 88240

575-397-9232 bus  
575-397-9227 fax

### RPR(s):

City of Hobbs Utilities Dept. (Company)  
Martin Gutierrez (Name)  
mgutierrez@hobbsnm.org (email)  
575.397.9315 (phone)  
432.209-4382 (cell)

City of Hobbs Utilities Dept. (Company)  
Miguel-Angel Pineda (Name)  
mpineda@hobbsnm.org (email)  
575.397.9315 (phone)  
915.274.9122 (cell)

4. Scope of Project
  - a. General Project Description
5. Bidding Information
  - a. Pre-Bid Information
  - b. Instructions to Bidders
  - c. Number of Calendar Days / Liquidated Damages
  - d. Wage Rate Requirements
  - e. Weekly Certified Payroll
  - f. Special Conditions
  - g. Construction Procedures and General Notes
  - h. Special Provisions
6. Bid Documents
  - a. Bid Form
  - b. List of Subcontractors - registration with labor department
  - c. Campaign Contribution Disclosure Form
  - d. Resident Veterans Preference
  - e. Non-Collusion Affidavit
  - f. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
  - g. Related Party Disclosure Form
  - h. Bid Bond
7. Drawings and Specifications
  - a. General Overview of Documents
  - b. Construction Plans
  - c. Technical Specifications



## *ENGINEERING DEPARTMENT*

---

200 E. Broadway  
Hobbs, NM 88240

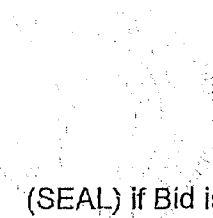
575-397-9232 bus  
575-397-9227 fax

8. Additional Information

9. Questions

10. Site Visit

The Bid is hereby respectfully submitted by:

  
(SEAL) if Bid is by Corp.

New Mexico Contractor's  
License Number

91309

New Mexico Contractor's  
Resident Bidder's Preference  
Number

New Mexico Contractor's

Resident Veterans Preference  
Number

PROFESSIONAL METERS, INC.

Name of Bidder

  
By (Signature)

5/20/25

Date

JOHN CUMMINGS, VICE PRESIDENT

Printed Name & Title

3605 N STATE ROUTE 47, SUITE E

Address

MORRIS, IL 60450

City & State

Zip

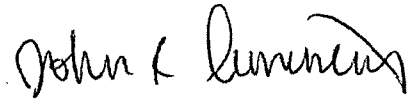
815-942-7000

Telephone Number

Workforce Solutions Registration Number

23643305532024

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

  
Secretary



## PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

### **1. SCOPE OF SERVICES**

## **2. STATUS OF CONTRACTOR**

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

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

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

## **4. PRICE**

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

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

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

## **5. INSURANCE REQUIREMENTS**

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

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

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

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

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

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

## **8. BACKGROUND CHECK**

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

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

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

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

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

## **11. NOTICE**

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to City, ATTN: \_\_\_\_\_, City Hall, 200 E. Broadway Street, Hobbs, NM 88240 and to Contractor at \_\_\_\_\_ or to such other address as requested in writing by either party. Notice shall be deemed to be received on the fifth day following posting.

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

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

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

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

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

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

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

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

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

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

### **13. MISCELLANEOUS PROVISIONS**

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

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

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

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

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



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

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

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

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

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

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

**[Required Signatures on Next Page]**

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

**THE CITY OF HOBBS, NEW MEXICO**

**Department Head Approval:**

\_\_\_\_\_

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

**Finance Director:**

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

**Contractor Approval:**

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

**City Attorney “as to form” Approval:**

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

**City Manager Approval:**

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

**City Clerk Approval:**

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

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

**Mayor Approval:**

(Professional Service Contracts over  
\$75,000)

\_\_\_\_\_  
Mayor

# EXHIBIT A

## **The Scope of work**

The Project comprises of the complete removal and installation of an indefinite quantity of approximately 5,373 old water service meters for the City of Hobbs, New Mexico.

This includes the replacement of approximately 4,121 5/8-inch water meters and the replacement of approximately 1,252 1-inch water meters with new 5/8-inch Metron SMART water meters supplied by the City of Hobbs.

- PROFESSIONAL METERS, INC. will provide complete water meter removal and installation and excavation labor for this meter installation project. PROFESSIONAL METERS, INC. will provide all necessary tool, equipment, gaskets and nuts & bolts/screws needed for this project. The CITY OF HOBBS will provide storage and handling of all water meters and 3/4" to 1"-meter adapters.
- The CITY OF HOBBS will retain possession of all removed water meters. All removed meters shall be delivered to the CITY OF HOBBS WAREHOUSE located at 1301 S. 5th Street, Hobbs, NM.
- All pricing for labor is installations only except as noted. Any modifications to our standard installation, including plumbing and/or pipe modifications and meter size change-outs, not included in this contract will be negotiated separately prior to commencing the non-standard work.
- An experienced Project Manager and experienced work crews shall conduct the meter installation program. All employees and vehicles shall be clearly identified.
- PROFESSIONAL METERS, INC. will provide a 24-hour emergency contact phone number for the Project Manager, in the event of leaks or other problems at an address that has already undergone meter change-out. The CITY OF HOBBS must contact the Project Manager when a problem is found and also prior to starting any repairs.
- The CITY OF HOBBS personnel will work directly with PROFESIONAL METERS, INC. in scheduling the installation.
- The CITY OF HOBBS shall provide a Project Manager with all information available concerning meter locations where the meter will be installed.
- The CITY OF HOBBS will provide a staging/laydown area for parking and waste disposal.
- PROFESSIONAL METERS, INC. will not be responsible for any damage to customers hot water heaters.
- PROFESSIONAL METERS, INC. will be responsible up to 90 days for any damage towards the CUSTOMERS/CITY OF HOBBS service laterals that might occur during the water meter installation.
- All Return to Utility (RTU) shall be the responsibility of the CITY OF HOBBS.
- PROFESSIONAL METERS, INC. shall transfer meter data information to the CITY OF HOBBS on Work Order Sheets with the required information as specified by the HOBBS WATER OFFICE.



# CITY OF HOBBS

## STAFF SUMMARY FORM

MEETING DATE:  
**June 16, 2025**

**SUBJECT:** Resolution No. 7638 - Approving the FY 2027-2031 Infrastructure Capital Improvement Plan (ICIP)

**DEPT OF ORIGIN:** Engineering

**DATE SUBMITTED:** 6/5/2025

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

### Summary:

May 20<sup>th</sup> - Planning Board Top 10 Recommendations and Public Comment

June 2<sup>nd</sup> - City Commission Discussion item of the ICIP Process and Projects

The City Commission is requested to establish the TOP 5 PROJECTS for inclusion within the ICIP Plan. Each Commissioner is being asked to assign a ranking to each project as recommended by the City of Hobbs Planning Board of 1 through 10 with 1 being the most important project for the community. Each Commissioner's rankings will be submitted to the City Clerk's office and results presented at the June 16<sup>th</sup> City Commission Meeting for the determination of the TOP 5 PROJECTS to be included in this resolution adopting the 2027-2031 ICIP. The adopted resolution will be submitted to NMDFA by July 11<sup>th</sup>, 2025.

### Fiscal Impact:

The City will be financially impacted negatively if the ICIP is not approved and sent to the State, as the City will be ineligible for State grant funding for City projects. The City projects listed in the FY 2027-2031 ICIP should also be included in the FY 2026-2027 City budgets respectively.

### Attachments:

Resolution - FY 2027-2031 ICIP  
ICIP Plan

### Recommendation:

Staff requests that the Commission consider approval of the Resolution to adopt the ICIP Plan.

### Approved By:

Anthony Henry, City Engineer	6/5/2025
Toby Spears, Finance Director	6/5/2025
Medjine Desrosiers-Douyon, Deputy City Attorney	6/5/2025
Manny Gomez, City Manager	6/5/2025

CITY OF HOBBS

RESOLUTION NO. 7638

**A RESOLUTION APPROVING THE FISCAL YEAR 2027-2031 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP).**

WHEREAS, the City of Hobbs recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue strategic actions and objectives to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in the short and long range capital planning efforts.

WHEREAS, on May 20<sup>th</sup>, the City of Hobbs Planning Board conducted a Public Hearing and discussed the proposed capital improvement plan, and after due review and with recommendations for minor modifications, the Planning Board unanimously approved the draft plan 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 adopts the attached Infrastructure Capital Improvements Plan, subject to availability of funds; and
2. The City intends that this Plan will be a working document and one of many steps toward improving rational, long range capital planning and budgeting for New Mexico's infrastructure.

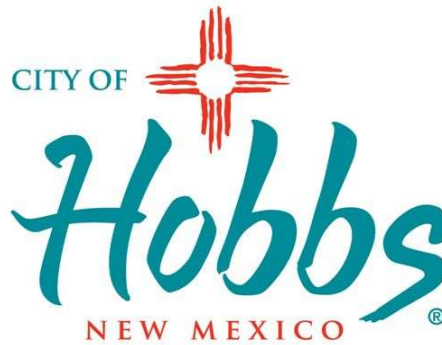
PASSED, ADOPTED AND APPROVED this 16<sup>th</sup> day of June, 2025.

\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

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

**Fiscal Year 2027 – 2031  
Local Infrastructure  
Capital Improvement Plan  
(ICIP)**



*City of Hobbs*

**MAYOR**

**Sam D. Cobb**

**CITY COMMISSION**

**Joseph D. Calderón, Mayor Pro Tem**

**R. Finn Smith**

**Christopher Mills**

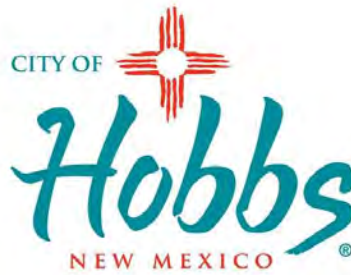
**Larron B. Fields**

**Roy Dwayne Penick**

**Don R. Gerth**

**CITY MANAGER**

**Manny Gomez**



**CITY OF HOBBS**  
**2027 – 2031 ICIP Project List**  
**City Commission Recommendations**  
**Top 5 Priority List**

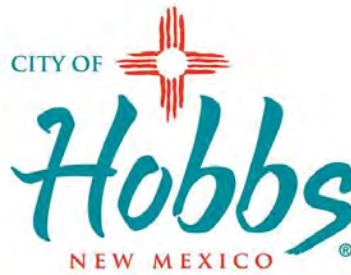
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**CITY OF HOBBS**  
**2027 – 2031 ICIP Project List**  
**As recommended by**  
**City of Hobbs Planning Board**

**Top 10 Priority List**

- #1 Street Improvements / Resurfacing**
- #2 Drainage Master Plan & Improvements**
- #3 Joe Harvey Blvd. Improvements**
- #4 West College Lane Realignment**
- #5 Ambulance**
- #6 Animal Care Service Center**
- #7 West Bender Widening Project & Drainage**
- #8 Municipal Facility Security Improvements**
- #9 Dal Paso – Glorietta Traffic Signal**
- #10 SR 18 – South Dal Paso Improvements**



New Rank	Last YR	Project Title	Proposed FY 2027	2028	2029	2030	2031
01	01	Street Improvements / Resurfacing	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000
02	02	Drainage Master Plan & Improvements	750,000	250,000	250,000	250,000	250,000
03	03	Joe Harvey Blvd. Improvements	750,000	7,500,000	-	-	-
04	04	West College Lane Realignment	12,000,000	-	-	-	-
05	09	Ambulance	400,000	-	400,000	-	-
06	18	Animal Care Service Center	1,500,000	-	-	-	-
07	07	West Bender Widening Project & Drainage	2,500,000	11,000,000	-	-	-
08	09	Municipal Facility Security Improvements	1,000,000	1,000,000	-	-	-
09	10	Dal Paso - Glorietta Traffic Signal	600,000	-	-	-	-
10	13	SR 18 - South Dal Paso Improvements	3,750,000	3,500,000	3,500,000	-	-
11	08	Gateway Corridor Beautification	500,000	500,000	500,000	500,000	500,000
12	46	Heizer Park Renovations	500,000	2,000,000	-	-	-
13	12	All Inclusive Playground	1,500,000	-	-	-	-
14	41	Prairie Haven Improvements	1,000,000	250,000	250,000	250,000	200,000
15	14	Potable Ground Water Storage Tank Liner	800,000	-	-	-	-
16	16	Public Safety Vehicles & Equipment	1,500,000	1,000,000	1,000,000	1,000,000	1,000,000
17	17	Fire / Police Training Facility	50,000	3,500,000	-	-	-
18	-	MLK Soccer Plex Rennovations	500,000	-	-	-	-
19	-	Library Programming Space Remodel	20,000	500,000	-	-	-
20	20	Mobile Rd Improvements	250,000	1,500,000	-	-	-
21	21	RR Crossing Upgrades and New Crossings	150,000	-	150,000	-	150,000
22	22	East Skelly and Midwest Improvements	1,000,000	1,750,000	-	-	-
23	23	HPD Mobile Command Post	1,100,000	-	-	-	-
24	24	Pickleball Facilities	2,000,000	-	-	-	-
25	25	Infrastructure / Utility Extensions	750,000	750,000	750,000	750,000	750,000
26	26	Harry McAdams Park Improvements	2,500,000	-	-	-	-
27	27	HIAP Industrial Park Improvement	12,000,000	-	-	-	-
28	28	Water Wells Program	500,000	500,000	500,000	500,000	500,000
29	29	Downtown Improvements	3,300,000	-	-	-	-
30	30	School Zone Traffic Improvements	250,000	250,000	-	-	-
31	31	Municipal Vehicles and Equipment	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
32	32	Public Facility Roof Reconstruction	1,000,000	-	500,000	-	500,000
33	33	WWRF - Scada Improvements	3,000,000	-	-	-	-
34	35	Rockwind Grill Remodel	250,000	-	-	-	-
35	36	Eagle IC Cameras	450,000	-	-	-	-
36	37	HPD Improvements	300,000	2,500,000	-	-	-

New Rank	Last YR	Project Title	Proposed FY 2027	2028	2029	2030	2031
37	6	Citywide Fiber Network	2,500,000	500,000	500,000	500,000	500,000
38	38	Boone Cemetery Renovation	250,000	-	-	-	-
39	39	Ground Water Remediation - WWRF	1,000,000	1,000,000	300,000	-	-
40	40	Sewer Main Replacement	1,000,000	500,000	500,000	500,000	500,000
41	41	Water Main Replacement	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
42	43	Rockwind Golf Course Drainage Improvements	1,000,000	-	-	-	-
43	44	Green Meadows - Annexation & Improvements	600,000	500,000	-	-	-
44	45	AMR - Water Meter Replacement Program	1,250,000	1,250,000	-	-	-
45	11	Comprehensive/ Strategic Plan	180,000	-	-	-	-
46	47	Projection of Smith Ln	350,000	-	-	-	-
47	48	Skate/Bike Park	1,600,000	-	-	-	-
48	49	Public Facility HVAC Improvements	500,000	-	500,000	-	500,000
49	50	Water Effluent Improvements	2,500,000	500,000	500,000	-	-
50	51	Manhole Repair Program	60,000	60,000	60,000	60,000	60,000
51	52	Veteran's Complex - Baseball Safety Netting	250,000	-	-	-	-
52	53	Varsity Grandstand Improvements	1,500,000	-	-	-	-
53	54	Arterial COOP Project	175,000	175,000	175,000	175,000	175,000
54	55	ADA Intersection Improvement Project	50,000	50,000	50,000	50,000	50,000
55	56	MAP Roadway Rehabilitation Projects	600,000	600,000	600,000	600,000	600,000
01	01	Wildland Fire Apparatus 2028	-	450,000	-	-	-
02	01	Outdoor Range Phase II	-	450,000	-	-	-
03	02	Retention / Detention Basin Renovations	-	500,000	500,000	500,000	500,000
04	03	Northwest Bypass	-	600,000	500,000	18,400,000	-
05	04	Projection of Central West	-	100,000	775,000	-	-
06	05	Traffic Signal Upgrades on SR 18	-	800,000	250,000	250,000	250,000
07	06	Green Meadows Park Renovation	-	3,000,000	-	-	-
08	07	Artificial Sportfield Turf	-	4,200,000	-	-	-
09	08	Traffic Study Update	-	350,000	-	-	-
10	05	Aquatic Facility	-	17,000,000	-	-	-
11	10	SR 18 - Sewer Trunk Line Extension	-	3,500,000	-	-	-
12	11	Rockwind Golf Course-Teaching Facility	-	800,000	-	-	-
13	12	Parks & Rec. Master Plan Study	-	125,000	-	-	-
14	13	Install Equipment Wash Bay - 5	-	1,200,000	-	-	-
15	14	Grimes Str Improvements	-	500,000	2,500,000	2,500,000	2,500,000
16	06	New Potable Ground Water Storage Tanks move	-	-	1,500,000	1,500,000	-
17	34	Backup Data Center	-	250,000	1,400,000	-	-

New Rank	Last YR	Project Title	Proposed FY 2027	2028	2029	2030	2031
01	15	Taylor Ranch Improvements	-	-	20,000,000	-	-
02	02	New Elevated Water Storage	-	-	5,000,000	-	-
03	03	Water System Improvements (North Reservoir)	-	-	10,000,000	-	-
04	04	Apache Dr/Fowler St Utilities Extension	-	-	75,000	1,175,000	-
05	05	Del Norte Park Expansion Area	-	-	4,500,000	-	-
01	01	Millen Projection	-	-	-	3,000,000	-
02	02	Fowler Street Extension	-	-	-	2,500,000	-
03	03	Bender Median Renovations	-	-	-	750,000	-
04	04	Turner Improvements	-	-	500,000	2,500,000	2,500,000
01	01	Southeast Bypass	-	-	-	-	19,000,000
02	02	Bensing South Projection	-	-	-	-	1,750,000
03	03	WWRF - Dryer Replacement	-	-	-	-	6,000,000

<b>Number of projects:</b>	<b>84</b>	<b>Year: 1</b>	<b>Year: 2</b>	<b>Year: 3</b>	<b>Year: 4</b>	<b>Year: 5</b>
<b>Grand Totals</b>		<b>86,285,000</b>	<b>89,710,000</b>	<b>70,985,000</b>	<b>50,710,000</b>	<b>51,235,000</b>