

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

R. Finn Smith – District 1
Christopher R. Mills – District 2
Larron B. Fields – District 3
Joseph D. Calderón – District 4
Dwayne Penick – District 5
Don R. Gerth – District 6

City Manager

Manny Gomez

September 19, 2022



Hobbs City Commission

Regular Meeting

City Hall, City Commission Chamber

200 E. Broadway, 1st Floor Annex, Hobbs, New Mexico

Monday, September 19, 2022 - 6:00 p.m.

Sam D. Cobb, Mayor

R. Finn Smith
Commissioner – District 1

Christopher R. Mills
Commissioner – District 2

Larron B. Fields
Commissioner – District 3

Joseph D. Calderón
Commissioner – District 4

Dwayne Penick
Commissioner – District 5

Don R. Gerth
Commissioner – District 6

A G E N D A

City Commission Meetings are
Broadcast Live on KHBX FM 99.3 Radio and
Available via Livestream at www.hobbsnm.org

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the September 6, 2022, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

2. Recognition of Battalion Chief Kevin Shearer for Receiving the State of New Mexico Fire Officer of the Year Award (*Barry Young, Fire Chief*)

3. Recognition of City Employees - Milestone Service Awards for the Month of September, 2022 (*Manny Gomez, City Manager*)
 - 5 years – Kristi Kelley, Hobbs Police Department

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

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

4. Resolution No. 7251 – Authorizing an Amendment to the City of Hobbs' Cash Handling and Receipting Policy Related to Credit/Debit Card Transactions Effective September 20, 2022 (*Toby Spears, Finance Director*)

DISCUSSION

5. Update on Gross Receipts Tax Destination Sourcing (HB6) (*Toby Spears, Finance Director*)

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

6. Resolution No. 7252 - Authorizing the Opening of a Bank Account at Lea County State Bank for Grants (*Toby Spears, Finance Director*)
7. Resolution No. 7253 – Determining that Certain Properties are Ruined, Damaged and Dilapidated Requiring Removal from the Municipality Located at 1403 North San Mateo (*Valerie Chacon, Deputy City Attorney; and Jessica Silva, Code Enforcement Superintendent*)
8. **PUBLICATION**: Proposed Ordinance Amending Chapter 3.10 of the Hobbs Municipal Code Amending the City's Economic Development Strategic Plan Ordinance (*Valerie Chacon, Deputy City Attorney*)
9. Resolution No. 7254 – Authorizing the Mayor to Execute an Extension of the Agreement with S & H Enterprises, Inc., to Supply Industrial Process Water (*Valerie Chacon, Deputy City Attorney*)

10. Resolution No. 7255 – Approving a Development Agreement with Stuard Homes, LLC, Concerning the Development of Market Rate Single-Family Housing (*Kevin Robinson, Planning Department*)
11. Resolution No. 7256 – Approving the Final Plan for Westminster Hollow, Third Village, Located North of the Intersection of Brittany and Camelot (*Kevin Robinson, Planning Department*)
12. Consideration of Approval of the Purchase of Automatic Water Meters for the Meter Replacement Project from Water Meters of New Mexico, LLC, in the Amount of \$301,825.00 (Not Including NMGRT) (*Tim Woomer, Utilities Director*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

13. Next Meeting Date:

- City Commission Regular Meeting:
 - **Monday, October 3, 2022, at 6:00 p.m.**

ADJOURNMENT

If you are an individual with a disability who is in need of 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
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 19, 2022

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: September 12, 2022
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular Commission Meeting of September 6, 2022

Fiscal Impact:

Reviewed By: Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

Legal Review:

Approved As To Form: City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:
Department Director
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN
Resolution No.
Ordinance No.
Approved
Other
Continued To:
Referred To:
Denied
File No.

Minutes of the regular meeting of the Hobbs City Commission held on Tuesday, September 6, 2022, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also viewable to the public via Livestream on the City's website at 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
Commissioner Christopher Mills
Commissioner Larron B. Fields
Commissioner Joseph D. Calderón
Commissioner Don Gerth

Absent: Commissioner Dwayne Penick

Also present: Manny Gomez, City Manager
Valerie Chacon, Deputy City Attorney
August Fons, Police Chief
Barry Young, Fire Chief
Kevin Shearer, Fire Captain
Deb Corral, Assistant Finance Director
Nicholas Goulet, Human Resources Director
Shelia Baker, General Services Director
Doug McDaniel, Recreation Director
Matt Hughes, Rockwind Community Links Superintendent
Bryan Wagner, Parks and Open Spaces Director
Christa Belyeu, Information Technology Director
Julie Nymeyer, Executive Assistant
Sandy Farrell, Library Director
Kristen Salas, Clerk Record Specialist
Jan Fletcher, City Clerk
6 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Calderón moved the minutes of the regular meeting of August 15, 2022, be approved as written. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

None.

Public Comments

Commissioner Chris Mills presented a framed photograph to Mayor Cobb which he received from Mr. James Cecil of the architect's rendering of the First National Bank of Lea County at 200 East Broadway when it was first constructed. This is now the home of City Hall. Mayor Cobb stated the City would display this photograph in the lobby.

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.

Mayor Cobb stated Mr. Scotty Holloman and Mr. Brian Belyeu are being re-appointed to the Labor Management Relations Board. Mayor Cobb recognized Ms. Karen Salb in the audience who is being appointed tonight to the Community Affairs Board.

Commissioner Calderón moved for approval of the following Consent Agenda items:

Resolution No. 7240 – Authorizing the Re-Appointment of Scotty Holloman and Brian Belyeu to the Labor Management Relations Board

Resolution No. 7241 – Authorizing Various Appointments to the Community Affairs Board, Cemetery Board and Lea County Solid Waste Authority

Resolution No. 7242 – Authorizing a Contribution of \$25,000.00 to the Eddy-Lea Energy Alliance, LLC

Resolution No. 7243 – Authorizing Adoption of the Required Community Development Block Grant (CDBG) Annual Certifications and Commitments (2022)

Resolution No. 7244 – Approving the Vacation and Replat of a Portion of Skelly Street and Roxanna Street and Alleys Within Blocks 31, 44 and 47 of the First Unit of the Humble City Subdivision Located Outside of the Municipal Boundaries

Resolution No. 7245 – Approving the Dedication of Property Located in Section 21, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico, Providing Public Access to the Proposed Centre Pointe Subdivision

Resolution No. 7246 – Approving the Final Plan for NDEY Subdivision, Unit 1, Located Southwest of the Intersection of College Lane and Ja-Rob Lane

There being no discussion, Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Discussion

None.

Action Items

Resolution No. 7247 – Authorizing a Memorandum of Agreement with Lea County for Improvements to Charlie Brown Park

Mr. Bryan Wagner, Parks and Open Spaces Director, explained the resolution and outlined the details of a Memorandum of Agreement with Lea County regarding a fiscal contribution in the amount of \$75,000.00 to go toward the planning, designing, improving, and/or constructing of the Charlie Brown Park located at 1420 E. Dunnam. Mr. Wagner stated this contribution, along with the \$110,000.00 previously granted by Lea County on February 17, 2022, will allow the City of Hobbs to make much needed upgrades to the park.

Mayor Cobb stated Commissioner Fields has pledged \$100,000.00 from his discretionary funding as well as \$25,000.00 from Commissioner Penick's discretionary funding.

In response to Commissioner Gerth's question, Mr. Manny Gomez, City Manager, stated there are no restrooms planned for the park at this time.

Commissioner Fields thanked Mr. Wagner for leading the way on this park improvement project.

There being no discussion, Commissioner Fields moved that Resolution No. 7247 be adopted as presented. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and agreement are attached and made a part of these minutes.

Resolution No. 7248 – Authorizing the Purchase and Installation of a Metal Shelter 30' x 40' from Exerplay, Inc., Utilizing Cooperative Educational Services (CES) Pricing in the Amount of \$109,506.91 for Improvements to Charlie Brown Park

Mr. Wagner explained the resolution and request for the purchase and installation of a metal shelter with open gables 30' X 40' from Exerplay Inc. He stated pricing of the shelter is \$109,506.91 through New Mexico Cooperative Educational Services. An additional

quote was received in a higher amount and it is recommended that the structure be purchased from Exerplay, Inc.

In response to Commissioner Fields' question, Mr. Wagner stated the cement work will be contracted out separately and is not included with the installation price.

There being no further discussion, Commissioner Fields moved that Resolution No. 7248 be adopted as presented. Commissioner Calderón seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Consideration and Approval of a CES Contract with Lee Engineering for the Professional Engineering of Traffic Signal Design at Dal Paso/Clinton and Dal Paso/Snyder Streets

Mr. Todd Randall, City Engineer, stated the City of Hobbs entered into a grant agreement by Resolution No. 7209 with the New Mexico Department of Transportation (NMDOT) on June 6, 2022. The grant is part of the NMDOT's Municipal Arterial Program (MAP) that includes planning, design, construction, reconstruction, pavement rehabilitation, construction management, drainage, and misc. improvements for traffic signal construction at the intersections of Dal Paso/Clinton and Dal Paso/Snyder. Mr. Randall stated Lee Engineering will provide design and construction plans for the two intersections to upgrade the existing traffic signals and to make ADA sidewalk improvements. The plans will include the placement, sizing, and location of poles, heads, conduits, pull boxes, signal cabinet placement, equipment, new conductors, push buttons, pedestrian heads, and ADA curb ramp reconstruction.

There being no discussion, Commissioner Gerth moved that the CES Contract with Lee Engineering be approved as presented. Commissioner Calderón seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

FINAL ADOPTION: Ordinance No. 1145 - Approving a Real Estate Purchase Agreement to Sell and Convey a Parcel of Land Comprised of the Replat of Lots 13 and 14 of the Hobbs Industrial Air Park South Subdivision to Southwestern Public Service Company for the Purchase Price of \$450,000.00

Mr. Randall explained the proposed ordinance and stated the City of Hobbs is proposing to sell a municipally owned parcel comprised of Lot 13 and Lot 14 in the Hobbs Industrial Air Park South Subdivision to Southwestern Public Service Company for the purchase price of \$450,000.00. The purpose of the sale is Economic Development. Mr. Randall explained the terms of the proposed Purchase Agreement and stated the ordinance has been published for final adoption tonight and no comments have been received from the public.

Mayor Cobb recognized Mr. James Lackey of Xcel Energy present in the audience along with realtor Mr. Bobby Shaw. He also recognized Ms. Sonya Michieli of Xcel Energy on the telephone.

Proper publication having been made, and there being no comments from Xcel Energy or from the public, Commissioner Calderón moved that Ordinance No. 1145 be adopted as presented. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the ordinance, agreement and supporting documentation are attached and made a part of these minutes.

Resolution No. 7249 – Authorizing the Submission of a Grant Application to Provide Funding for Public Transportation for FY 23-24 Under Section 5311 of the Federal Transit Act

Ms. Jan Fletcher, City Clerk and Transportation Director, explained the resolution and stated the City of Hobbs operates the Hobbs Express Public Transportation Program under a Section 5311 Grant through the Federal Transit Administration administered by the New Mexico Department of Transportation (NMDOT). She stated an important service provided in this community is public transportation which is very beneficial for those who are elderly, disabled or otherwise transit dependent and have no other means of transportation. Grant funding is available to assist municipalities with the costs of providing these services. The proposed grant application is for Federal FY 23-24 which begins October 1, 2023, and is for the continued operation of public transportation services in the City. Hobbs Express has been in operation since 1989 and, to date, has transported 792,465 riders since the program began.

Ms. Fletcher stated this is a formulary grant and the summary of funding being requested is as follows:

	Total	Federal Share	Local Share
Administrative (80/20)	\$ 131,575.00	\$ 105,260.00	\$ 26,315.00
Operating (50/50)	\$1,132,360.00	\$ 566,180.00	\$ 566,180.00
Capital (80/20)	\$ 259,034.00	\$ 207,227.20	\$ 51,806.80
TOTAL	\$1,522,969.00	\$ 878,667.20	\$ 644,301.80

The capital portion of this application is for a replacement bus, replacement benches for several of the bus stops and some proposed shading in front of the Hobbs Express building. The City's proposed portion of the local match is projected to be \$644,301.80. Upon approval of the grant application by the NMDOT, a project agreement will be presented to the Commission for formal consideration at a later date.

There being no discussion, Commissioner Gerth moved that Resolution No. 7249 be adopted as presented. Commissioner Mills seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes.

The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7250 – Authorizing a Contract for SB1 Legislative Appropriation to Palmer Drug Abuse Program (PDAP) for Programs, Services and Counseling Related to Drug and Substance Abuse in Hobbs

Ms. Deb Corral, Assistant Finance Director, stated the City of Hobbs received a Senate Bill 1 Appropriation through the New Mexico Department of Health in the amount of \$80,000.00 to help with programs, services and counseling as it relates to drug and substance abuse in Hobbs, New Mexico. She stated these funds will pass through to the Palmer Drug Abuse Program (PDAP) based on the terms of a Professional Services Agreement between the City and PDAP. Ms. Corral stated the term of the Legislative appropriation is July 1, 2022, through June 30, 2023.

Mayor Cobb expressed thanks and appreciation to Representative Larry Scott for his support and leadership with this appropriation.

Mr. Stewart Sroufe of PDAP thanked the Mayor and Commission for their continuous support over the last 42 years. He also thanked Representative Scott for carrying this legislative appropriation. Mr. Sroufe stated counseling sessions are growing larger and larger. He stated 66 people were in attendance at the most recent meeting on Friday evening. Mr. Sroufe stated the additional funding will likely be used to hire an additional counselor.

There being no further discussion, Commissioner Gerth moved that Resolution No. 7249 be adopted as presented. Commissioner Mills seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Consideration and Approval of a Sole Source Purchase of a Replacement Odor Control Biotower Media from Envirogen Technologies in the Amount of \$81,433.10

Mr. Tim Woomer, Utilities Director, stated the current Wastewater Reclamation Facility's (WWRF) Odor Control Biotower Media has reached the end of its lifespan after ten (10) years of service. He explained that failure of this media allows odors to migrate beyond the WWRF premises and into surrounding neighborhoods. He stated this media is a proprietary polymer foam and is only available through Envirogen Technologies, the manufacturer and distributor of the Bio-tower. Mr. Woomer stated the cost will be \$81,433.10 (not include gross receipts tax) and a purchase order will not be issued until after this item has been posted for 30 days on the City's website.

Following a discussion regarding methods of odor control, Commissioner Fields moved to approve the sole source purchase of a Replacement Odor Control Biotower Media from Envirogen Technologies in the amount of \$81,433.10 as presented. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Consideration and Approval of RFP No. 534-22 for Municipal Corrosion and Odor Control Services and Recommendation to Accept Proposal of Evoqua Water Technologies

Mr. Woomer explained RFP No. 534-22 to furnish municipal corrosion and odor control services for performing specialized testing, providing bulk chemical(s), including storage and pumping systems, that will effectively control the formation of hydrogen sulfide (H₂S) within the sanitary sewer system. He stated one proposal was received from Evoqua Water Technologies, LLC, which was reviewed by the Evaluation Team. Mr. Woomer stated without odor control measures, odors will possibly will migrate from the WWRF premises into surrounding neighborhoods. Mr. Woomer stated the price has more than doubled for this product. This proposal is for an unlimited amount yearly contract. This contract may be renewed for up to three additional one (1) year terms. Mr. Woomer stated he is disappointed with the price increase and staff will start searching for another chemical that will work in the same manner.

In response to several inquiries from Commissioner Smith, Mr. Woomer stated it is his hope to find an alternate product within the next six months. He stated odors are typically less during the winter months which will allow time to find something else.

In further reply to Commissioner Smith's question, Mr. Woomer stated the data sensors within the sewer lines monitor the levels of H₂S and methane gases which allows the feed rate of the product to be adjusted. Those rates can also be adjusted if complaints are received from the area. Commissioner Smith requested a report to the Commission in three months on how the levels are doing.

In response to a question by Commissioner Mills, Mr. Woomer stated the price of the product will probably stay high for the foreseeable future due to the ammonium citrate product which is used in fertilizer and is in short supply and high demand.

There being no further discussion, Commissioner Smith moved that the proposal of Evoqua Water Technologies be accepted for RFP No. 534-22 for Municipal Corrosion and Odor Control Services. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

Mr. Manny Gomez, City Manager, expressed thanks to County Commissioner Jonathan Sena and to City Commissioners Fields and Penick for the allocation of discretionary funding for improvements to Charlie Brown Park.

Mr. Gomez congratulated Ms. Christa Belyeu on her selection as the City's new Information Technology Director. He wished Ms. Belyeu success in her new position.

Mr. Gomez stated the month of September will be a very busy month at Rockwind Community Links Golf Course. He stated several tournaments will be hosted at the Golf Course and the New Mexico Open Golf Tournament will see the highest number of players in the event's history with a total of 134 entries so far as of today. Mr. Gomez stated the success of these events are a tribute to all of the hardworking staff at Rockwind Community Links. He stated it also speaks highly of the contributions and support made by this Commission and the City Commissions of the past.

Commissioner Gerth stated the Golf Course looks fantastic, and he is very excited to play in the tournament.

Commissioner Fields reported that he attended the Annual New Mexico Municipal League Conference in Albuquerque and it was a very worthwhile conference with excellent speakers. He stated he very much enjoyed meeting other elected officials from throughout the State and commented there is much wisdom and understanding to learn from others. Commissioner Fields stated other Mayors and Councilors are very impressed with the private partnerships enjoyed by the City of Hobbs.

Commissioner Calderón stated he also attended the Annual Conference and heard many positive comments about Hobbs while he was there. He commented while he has known Commissioner Fields and Penick for years, it was nice to enjoy an extensive visit with them, and Police Chief August Fons, while he was there.

Commissioner Smith stated he provided a recent tour of the community to some visitors in town and he is very proud of the look of Hobbs. He encouraged the City to continuing investing in people and commended everyone for the hard work they do. Commissioner Smith stated the recent grand opening event for Covenant Hospital held at the Lea County Event Center was a spectacular event.

Mayor Cobb stated the ribbon cutting at the new Covenant Hospital will be held on Thursday, September 8, 2022, at 10:00 a.m. He stated it is great for Hobbs to have both Nor-Lea and Covenant Hospital in the area.

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: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 7:00 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



PROCLAMATIONS

AND

**AWARDS OF
MERIT**

Milestones

September 2022

5 years

Kristi Kelley

HPD

09/05/17



CONSENT AGENDA



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 19, 2022

SUBJECT: An amendment to the City of Hobbs Cash Handling and Receipting Policy (additional controls related to credit/debit card transactions) effective 9 20 2022
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: 9-12-22
SUBMITTED BY: Toby Spears, Finance Director

Summary:

New Mexico Department of Finance and Administration required during the submission of the fiscal year 2023 budget to incorporate a debit/credit card policy. The City of Hobbs has an existing policy on cash handling and receipting policy that incorporates the use of credit cards. The City of Hobbs is amending the existing policy incorporating controls and definitions requested by the NM DFA regarding debit/credit card use. The highlights of the policy are establishing the policy and definitions for convenience fees, electronic payment processing protocols, and changes in credit/debit card payment procedures

Fiscal Impact:

No fiscal impact

Reviewed By: _____

[Signature]
Finance Department

Attachments:

Resolution
Amended Cash Handling and Receipting/Policy and Procedures

Legal Review:

Approved As To Form: _____

[Signature]
City Attorney

Recommendation:

Staff recommends approval of the Amended Cash Handling and Receipting Policy

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK=S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Ordinance No. _____

Approved _____

Other _____

Continued To: _____

Referred To: _____

File No. _____

Denied

CITY OF HOBBS

RESOLUTION NO. 7251

A RESOLUTION AMENDING THE EXISTING CASH HANDLING
AND RECEIPTING POLICY AND PROCEDURES

WHEREAS, the City of Hobbs has adopted a formal written policy regarding cash handling and receipting; and

WHEREAS, the City of Hobbs Cash Handling and Receipting Policy and Procedures includes and has incorporated the use of credit cards; and

WHEREAS, the New Mexico Department of Finance and Administration has recommended that the City of Hobbs amend the Cash Handling and Receipting Policy; and

WHEREAS, the City of Hobbs is amending the existing policy to incorporate controls and definitions requested by the New Mexico Department of Finance and Administration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be authorized to approve the City of Hobbs Cash Handling and Receipting Policy and Procedures amendments.

PASSED, ADOPTED AND APPROVED this 19th day of September, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

CITY OF HOBBS



CASH HANDLING AND RECEIPTING POLICY AND PROCEDURES

September 20th, 2022

I. PURPOSE

A. To provide prescribed procedures for the management of cash receipts, and petty cash funds, which will prevent the mishandling of City funds, safeguard against loss, and protect employees and volunteers from inappropriate charges of mishandling funds by defining responsibilities in the cash handling process.

II. POLICY

A. It is the policy of the City of Hobbs (City) to establish and maintain a strong system of internal controls to safeguard against the mishandling and mismanagement of City funds. Infraction of this policy will subject the employee to disciplinary action up to and including termination and possible litigation. Advance approval is required (in writing) from the Finance Director or his/her designee for all deviations from policy.

B. All cash collection points must be designated and approved by the Department Director in consultation with the City Finance Director or his/her designee. Employees involved with handling cash at collection points must have both an awareness of and show a commitment to strong internal controls pertaining to cash handling. Although some departments may handle cash on an intermittent basis, a designated cash collection point should still be established. The employees must follow the same minimum operating procedures provided herein.

C. Any cash receipts generated from City of Hobbs assets, labor, services must flow through the City of Hobbs general ledger cash accounts.

III. DEFINITIONS

A. Cash Collection Point

A department or other entity that handles cash on a regular basis and has been approved by the Department Directors in consultation with the City Finance Director or his/her designee.

B. Cash

U.S. coin and currency, checks, money orders, electronic payments, and credit card transactions.

IV. RESPONSIBILITIES

A. Department Directors

Ensure employees and volunteers abide by the prescribed procedures outlined herein and enforce the cash handling and receipting policy.

B. City Finance Director or his/her designee

Receive, retain, invest and disburse all City revenue and keep detailed records of all transactions; oversee the proper receipting and to safeguard **all** City funds; activate authorized Cash Collection Points and Petty Cash Funds; provide necessary training on the Cash Handling Policy & Procedures Manual; conduct surprise cash audits; and ensure the maintenance of and compliance with the cash receipts internal control systems **and to ensure that all bank accounts owned by the City of Hobbs are maintained on the general ledger.**

1. All bank accounts, in the City of Hobbs name must have a resolution approved by the Governing Body. Once the resolution is approved, the

bank account will be recorded on the City of Hobbs balance sheet with approval from the Finance Director. Confirmation of the City of Hobbs bank accounts will be conducted once per year by an independent auditor through positive confirmation.

C. Employee and Volunteer Cash Handlers

Follow all prescribed procedures outlined in the Cash Handling Policy & Procedures Manual and commit to a high level of integrity and honesty in the prevention of mishandling of cash.

V. PROCEDURES

A. Establishing Cash Collection Points

1. The City Finance Director or his/her designee will perform a due diligence review of the approved cash collection points before collection begins by ensuring the following key provisions of the Cash Handling Policy are in effect:
 - a) Appropriate segregation of job duties exists for employee positions proposed to be involved in the cash collection activities.
 - b) Effective measures are in place to safeguard cash until it is deposited.
 - c) The proposed reporting format is acceptable to the Finance Division.
 - d) Once the above provisions are satisfied, a determination will be made by the City Finance Director or his/her designee on whether or not there is a need for a change drawer and if found necessary, the amount of the change fund will be established.
2. The City Finance Director or his/her designee, in consultation with the City Manager and the appropriate Department Director, will have the authority to deny the establishment of a collection point due to nonconformance with the above key provisions. The City Finance Director or his/her designee will maintain a complete listing of all authorized cash collection points and amount of change drawers and will reserve the right to periodically perform an evaluation to determine if there is an appropriate level of cash to accommodate the level of activity of the cash collection points. These levels may be adjusted at the discretion of the City Finance Director or his/her designee.
3. Departments with temporary or seasonal cash funds must immediately return the funds at the end of the season or event for which the funds were issued.

B. Cash Receipts

1. Recording Sales and Other Cash Receipts
 - a) All sales and other transactions involving cash receipts, including passes and donations, must be entered into a cash register or the cash receipts application of the accounting system. If these methods are unavailable, then a pre-numbered multiple copy receipt form shall be used. All pre-numbered receipts must be accounted for, including voided receipts. The approved pre-numbered receipts are to be used and obtained from the Finance Division. Only U.S. currency is accepted.

- b) Receipts must be given to customers for all sales.
- c) A clear separation of duties must be maintained at the cash collection point. An individual should not have responsibility for more than one of the cash handling components: collecting, depositing, and reconciling. In the event there is limited staff, there absolutely must be a clear separation of duties between the person collecting cash and the person performing the review and reconciliation. In this situation, it is essential the supervisor or his/her designee perform the review and reconciliation.

2. Accountability for Cash Receipts

- a) All cash must be counted daily and all cash drawers must be balanced at the end of each day or shift.
- b) Each employee who handles cash must be assigned his/her own drawer fund so that accountability for cash overages/shortages can be readily determined. If it is determined by the City Finance Director or his/her designee that a cash collection point is unable to comply with this requirement due to unique circumstances, it is the responsibility of the Department Head to ensure that the proper safeguards are in place to maintain cash handler accountability. Written justification must be submitted to the Finance Director or his/her designee for prior approval.
- c) For those locations that use a register and have multiple shifts, each employee must "audit into" the register before beginning his/her shift. To "audit into" the cash register, the employee will count and verify the beginning cash balance each day, even if that employee counted the register before leaving the prior shift.
- d) Each employee assigned a cash drawer is responsible for verifying the date on the receipt at the beginning of each shift.
- e) Each employee assigned a cash drawer is responsible for the cash deposited in his or her cash drawer.
- f) Maintaining "unaccounted for" funds or unprocessed transactions is unauthorized and may be grounds for disciplinary action.
- g) Any losses or discrepancies in cash drawers or cash bags are the sole responsibility of the employee cash handlers.

3. Balancing Cash Receipts

- a) At the end of each working day, cash receipts must be secured. The following working day, the cash receipts must be balanced by following the procedures prescribed below:
 - (1) The cash handler should first count out and separate the beginning drawer balance. All other monies remaining should balance to the cash electronic system or tape. The cash handler will complete the standard "Cash Report Form" by itemizing or listing the currency and coin by denomination, total amount of checks, and total credit card sales. If an electronic system is used, (eg: Tyler Cashiering) then the electronic balancing form must be printed out and signed. The cash handler will initial the complete the form. A similar form may be used with prior approval by the City Finance Director or his/her designee.
 - (2) The cash handler will complete the Cash Over & Short form when there is a cash difference which cannot be resolved at the time of closing. This form or a similar form approved by the City Finance

Director or his/her designee, should be included with any supporting documentation and forwarded to the Finance Division.

(3) The immediate supervisor or his/her designee will verify, approve, and sign the Cash Report Form. The designated person must not have handled the cash anytime during the day or the shift.

(4) A supervisor or his/her designee, independent of the cashing activity, will prepare a "Daily Cash Control Sheet", listing each cash handler by register, total cash, total checks, credit card payments, grand total, register total, and amount over or short. A similar form may be used with prior approval by the City Finance Director or his/her designee. The supervisor or his/her designee will then prepare the deposit slip from the "Daily Cash Control Sheet" and initial the deposit slip and the Daily Cash Control Sheet. If a deposit is made at a location other than where cash is received, a sign off form needs to be initialed/signed for the transfer of cash by both parties.

(5) The reporting form, which could be in an electronic format, will be prepared and forwarded to the Finance Division along with all supporting documentation, which may include, but is not limited to, the bank validated deposit slip (if available), Cash Report Form, and the Daily Cash Control Sheet. Make certain to include the "z" tape or register report from the daily close out of the cash register with the supporting documentation. A similar form may be used with prior approval by the City Finance Director or his/her designee. Documentation is due to Finance Division within two (2) business days of the transaction date.

b) Finance Division personnel will verify the cash receipt batch information into the accounting system and post. Finance Division personnel will verify that the bank deposits balance to the amount on the cash reports.

4. Credit Card Payment

- a) The City Finance Director or his/her designee will authorize the use and installation of credit card terminals.
- b) All departments authorized to accept credit card payments must exercise reasonable care in screening charge transactions to reduce credit card misuse and loss of funds.
- c) Credit card transactions that are handled in person are not valid without an appropriate signature by the cardholder. Cash handlers are responsible for ensuring that the person using the credit card is authorized to do so. Comparison should be made between the signature on the merchant slip and the signature on the back of the credit card. If there is any doubt regarding the validity of the signature, verify the individual's signature by examining another piece of identification. When processing credit card transactions by phone, cash handlers must also retain the cardholder's name, the name of the person calling, a contact phone number and the credit card verification (CCV) security code.
- d) Any debit card presented for payment is to be processed as a credit card. Cash handlers are not allowed to give any "cash back" to customers who make payments with a debit card.
- e) Credit cards without signatures on the back of the cards are not to be accepted without proper identification.
- f) Credit card terminals must be "batched out" (settled) at the end of each business day.

4.1 Acceptance of Debit/Credit Cards

Section 6-10-1.2 NMSA provides that a local governing body may accept payment by credit card or electronic means and may charge a uniform convenience fee to cover the approximate costs imposed by a financial institution that are directly related to processing a debit/credit card or electronic transfer transaction.

To encourage the use of credit/debit cards to the public, the City of Hobbs will not charge a convenience fee to the customer

Debit/Credit Card customer information is not subject to Public Records Disclosure. Debit/Credit Card customer information will not be subject for use for commercial purposes.

Authorization to open all Credit and Debit Card Accounts

The Finance Director or Designee must approve and open all debit card accounts and merchant credit card accounts

4.2 Definitions

1. "Automated Clearing House" or "ACH" means an association of depository institutions that process financial transactions electronically through the Federal Reserve Bank.
2. "Convenience Fee" means a fee that is charged to a customer for the convenience of making an electronic payment. A convenience fee charged to a customer typically covers all or a portion of a payment vendor's transaction costs, as well as any other additional fees that are charged by an agency to recover direct costs associated with an electronic payment.
3. "Credit Card" means a card indicating that the holder named on the card has obtained a revolving line of credit from the financial institution issuing the card up to a certain dollar amount valid to a specified date shown on the card. A credit card may be used to pay for goods and services from merchants or organizations participating in the corresponding credit card program.
4. "Debit Card" means a card indicating that the holder named on the card has an open account in a financial institution shown on the card that the holder named on the card is authorized to pay for purchases of goods and services from participating merchants so long as the account is valid and has adequate funds to cover the cost of either goods or services, or both, at the time of the transaction.
5. "Customer" means a person who is purchasing utilities or related services with an electronic payment, such as a credit card, debit card or electronic check.
6. "Electronic Check" or "e-check" means an ACH debit that is initiated by the customer or agency on the internet against an open account in a financial institution that is authorized for use to pay for purchases of goods and services from participating merchants so long as the account is valid and has adequate funds to cover the cost of either goods or services, or both, at the time of the transaction. This is also known as an internet check.
7. "Electronic Payments" means any financial transaction by which funds are transferred to the City of Hobbs, through any type of electronic payment option or method. The electronic payment options include, but are not limited to; Internet payment processing, point-of-sale payment processing, and interactive voice response (telephone payments). The methods of payment include, but are not limited to: automated clearing house (ACH), credit cards, debit cards, ACH debit processing and wire transfers.
8. "Electronic Payment Services" means any service provided by a vendor who acts as an intermediary in processing an electronic payment, including, but not limited to: merchant banking services, credit card payment processing, ACH debit processing, and internet payment gateway services. Depending on how contracts with third party vendors are established, electronic payment services may be coordinated by a single vendor or multiple vendors.
9. "Electronic Payment Processing Protocol" means the standard processes used by the City of Hobbs when accepting electronic payments from customers, including, but not limited to, contracts with financial service providers and business procedures.
10. "Interactive Voice Response System (IVR)" means a system that allows users to pay for

services over the telephone or other audio-signal carrier using a credit card.

11. "Internet Payment Gateway Service" means a service provided by a vendor that directs an internet payment transaction to the appropriate third party payment processor who facilitates the transfer of funds from a specific financial institution.

12. "Merchant Banking Service" refers to the designated bank or banking service that processes an electronic payment.

13. "Payment Vendor" means a service provider who is involved with the electronic payment transaction, including, but not limited to; merchant bank, credit card issuer, credit card association, internet payment gateway, ACH or credit card payment processor.

14. "Personal Financial Information" means the information provided by the customer in the course of completing a payment transaction with RWV through an electronic transfer of funds, including, but not limited to credit card number, debit card number and bank account number.

15. "Point-of-Sale" or POS is a payment option that performs a real-time payment authorization of a customer's account when the customer presents their credit card (or other payment method) in-person at the time of sale.

16. "Transaction Fee" means the same as "transaction cost" and refers to the cost incurred by a payment vendor for executing an electronic payment. If an agency passes all or a portion of this transaction cost on to the customer, then the resulting fee to the customer is typically called a "convenience fee" (see definition above).

Electronic Payment Processing Protocol and Privacy

The City of Hobbs Finance Department with technical assistance and equipment (if necessary) from the Information Technology Department, shall establish and maintain the protocol for electronic payment processing, including, but not limited to, contracts for electronic payments, convenience fees, and standard business processes and procedures.

The City of Hobbs shall not store a "customers" personal financial information in a database accessible to the public. If the City of Hobbs has a legal and justifiable business need to store personal financial information obtained from the customers during an electronic payment transaction, the City of Hobbs is required to provide written procedures and policies for the safekeeping of such personal financial info. Such written procedures and policies shall include the names of City of Hobbs employees who will have access to such personal financial information. Such procedures and policies shall be forwarded to the City Manager for written approval before storing personal financial information in a database accessible to City of Hobbs employees.

Contracts

The Finance Director or Designee shall establish and administer contracts with vendors for the acceptance and processing of electronic payments, including, but not necessarily limited to: merchant banking services, internet payment gateway services, and third party electronic payment processors.

Convenience and Transaction Fees

A convenience fee greater than the cost of a payment vendor's transaction fee may be charged to the customer for an electronic payment. Convenience fees may be calculated to recover all of a payment vendor's transaction costs, as well as any additional direct costs borne by the City of Hobbs.

Use of a convenience fee and the methodology used in calculating it must be in accordance with the contracts has established with its payment vendors.

Note: To encourage the use of credit/debit cards to the public, the City of Hobbs will not charge a convenience fee to the customer. Any change in this policy would require Commission approval.

5. Credit/Debit Card Payment Procedures

- a) The City Finance Director or his/her designee will authorize the use and installation of credit/debit card terminals.
- b) All departments authorized to accept credit/debit card payments must exercise reasonable care in screening charge transactions to reduce credit/debit card misuse and loss of funds.
- c) Credit/debit card transactions that are handled in person are not valid without an appropriate signature by the cardholder. Cash handlers are responsible for ensuring that the person using the credit card is authorized to do so. Comparison should be made between the signature on the merchant slip and the signature on the back of the credit card. If there is any doubt regarding the validity of the signature, verify the individual's signature by examining another piece of identification. When processing credit card transactions by phone, cash handlers must also retain the cardholder's name, the name of the person calling, a contact phone number and the credit card verification (CCV) security code.
- d) Any debit card presented for payment is to be processed as a credit card. Cash handlers are not allowed to give any "cash back" to customers who make payments with a debit card.
- e) Credit cards without signatures on the back of the cards are not to be accepted without proper identification.
- f) Credit card terminals must be "batched out" (settled) at the end of each business day.
- g) The original sales drafts, batch reports, and batch transmission receipts must be forwarded to the Finance Division on a daily basis. Report credit card sales on the Cash Report Form, the Daily Cash Control Sheet and the approved reporting form for your location and forward to the Finance Division for processing.
- h) Credit card information (account number, cardholder name, card expiration date, etc.) obtained to process payments in person, by phone or via the Internet, is to be adequately safeguarded to prevent unauthorized use of this information.
 - (1) Processed credit card slips should not be kept out in the open, such as on a desk or next to a cash register, but should be kept inside the cash drawer or in a locking drawer.
- i) The City's websites are to be adequately secured so that all credit card information is adequately safeguarded with respect to the transmission and the storage of this information on a server.
- j) The City Finance Director or his/her designee will maintain a complete listing of all authorized credit card terminals.

6. Check Payment

- a) Checks from employees and customers must not be cashed under any circumstance for the purpose of giving cash or change. (Note: The City is not a banking institution and such employees and customers should be referred to a bank to cash their checks). Exception: Checks written

for petty cash by the City of Hobbs can be cashed if proper funds are available.

- b) Checks will not be cashed or written for more than the amount of purchase, for the purpose of giving cash or change back.
- c) Checks must be made payable to The City of Hobbs and must be endorsed promptly with a restrictive endorsement stamp "for deposit only to The City of Hobbs."
- d) Verify the check amount written agrees with the written numeric amount.
- e) No two-party checks will be accepted (i.e. checks made payable to one party and endorsed to the City).
- f) No postdated checks will be accepted.

7. Detecting a Fraudulent Check

- a) Look at the check number in the upper right hand corner. ID must be checked for all checks submitted.
- b) Check for stains and discolorations, this may mean the check has been altered.
- c) Make sure the coding on the bottom of the check matches the check number. After the routing and account number, the check number should be listed.
- d) Check for perforations on the check. Most checks will be torn from a check stub.
- e) Ask for ID on any check that looks suspicious. Check the name on the ID and write down the ID number. If in doubt, contact your supervisor.

8. Issuing Refunds

- a) For same day sales, issuing cash refunds from the drawer is strongly discouraged but it is allowed with Department Head approval.
- b) If a refund over \$19.99 is needed, the amount should be entered in an FPO and a check will be mailed to the customer.

9. Cash Overages and Shortages

- a) The following procedures are recommended to be followed for the purpose of determining a cash overage or shortage:
 - 1. Recount cash for all differences.
 - 2. Search wastebaskets, cash drawers, dumpsters and workstations thoroughly for any misplaced cash, or other proof of work. Secure trash from accidental disposal overnight if necessary.
 - 3. Check the edit reports, bill stubs, register tapes, etc. for similar amounts, double, half and third amounts, communication errors, re-entries, cancels, overrides, corrected items and attempt to mentally reconstruct the days transactions.
 - 4. With supervisor approval, contact any customer having transactions or change orders where the error may have occurred.
- b) The cashier is solely responsible for balancing out at the end of the day or shift and must balance and reconcile any cash differences.
- c) For any cash overages and shortages of \$19.99 or more per day or shift, the supervisor will perform a cash audit at the time of balancing and fill out the Report of Unlocated Cash Differences of \$19.99 or more; this form must be signed by the employee, respective supervisor, and the

Department head. A copy of this form MUST be sent to Finance Division. Finance Division will forward to HR to be filed in the employee's Personnel File.

- d) Cash overages and shortages must be recorded individually on the Cash Over & Short form and identified and recorded on a daily basis on the "Daily Cash Control Sheet" and the reporting form sent to the Finance Division.
- e) Any supporting documentation for cash overages and shortages, including the Cash Over & Short form), should be submitted along with the daily reporting form and forwarded to the Finance Division.
- f) Finance Division must be notified by the next business day when cash is missing or stolen.
- g) Cash overages and shortages will be recorded in the proper cash over/short general ledger account number on the reports sent to the Finance Division.
- h) Cash overages and shortages will be investigated by supervisors and resolved to the fullest extent. A record of overages/shortages should be maintained for each cash handler and regularly reviewed by the supervisor.

10. Deposit Bags

- a) Sealed/tamper resistant plastic deposit bags received from the City's designated bank must be used. No other type of bag is acceptable.
- b) The strip with the tracking number must be removed and retained with the other support maintained for deposits. This strip may also be attached to the daily reporting form which is forwarded to the Finance Division at the Department's discretion.

11. Deposit Preparation

- a) Deposits must be prepared by authorized personnel, independent of the cash handling function and each location should have more than one person who is authorized to prepare the deposit.
- b) The completed deposit slips must be initialed by the person preparing the deposit.
- c) All deposits must be taken to the nearest designation point for courier pickup. The designated location for courier pickup is approved by the City Finance Director or his/her designee. Any deviation from the courier pickup location must be approved by the City Finance Director or his/her designee.
- d) Deposits must be made on a daily basis. If it is determined by the City Finance Director or his/her designee that a cash collection point is unable to comply with this due to unique circumstances, it is the responsibility of the Department Head to ensure that the proper safeguards are in place to maintain accountability. Written justification must be submitted to the City Finance Director or his/her designee for advance approval.
- e) A separate deposit slip and supporting documentation must be filled out for monies received. More than one day of sales should never be combined onto one deposit slip.
- f) To check for mathematical accuracy, verify the total line on the deposit slip matches the bank authenticated amount. If there are any discrepancies, Finance Division must be notified.
- g) In the event that a deposit is not made, the Finance Division must be notified. Written notification, which can be sent in the form of an e-mail,

must be made by the following morning explaining why the deposit was not made.

- h) Deposit slips must be locked up when not in use.
- i) All donations, cash bonds and court released forfeitures/seized monies must be deposited immediately into the City's authorized bank account.

12. Keys and Combinations

- a) The keys to each facility with a Cash Collection Point and the keys/combinations to each safe must be assigned by the immediate supervisor or Division/Department Head.
- b) Access to keys and combinations must be limited to as few employees as possible.
- c) A list of employee names that have keys and combinations must be maintained by the Division/Department Head and kept in a locked desk or cabinet for security reasons.
- d) Keys should be in the physical possession of the assigned employee or locked in a drawer or a safe.
- e) Combinations must be memorized. Records of combinations must be kept in a locked safe or drawer, which is only accessible by the Division/Department Head.
- f) It is recommended that locks and combinations be changed when a Cash Handler who has been assigned keys or with knowledge of the combinations no longer needs access or leaves the employment of the City.

13. Physical Security of Cash

- a) All cash drawers must have some form of physical security, such as a lock, which secures the cash receipts.
- b) Cash drawers must be locked when they are unattended. The employee responsible for the cash drawer must keep the key to the cash drawer in his/her possession. The employee must log off his/her computer if the cash drawer is controlled by a computer.
- c) Deposits that are kept overnight and/or over the weekend must be kept in a safe that is locked. The keys to the safe must be kept in the physical possession of the person authorized to have the key.
- d) Individual drawer funds must be segregated and identified for those locations with more than one drawer fund. Locking bags or locking boxes must be used for each drawer fund.
- e) All cash drawers must be closed after each transaction is completed.

14. Surprise Cash Audits

- a) Finance Division personnel will conduct surprise cash audits periodically. Furthermore, it is recommended that the immediate supervisor should also conduct surprise cash audits.
- b) The results of the audits will be communicated with the Department Head. Any deficiencies found are to be resolved and corrected by the immediate supervisor in consultation with the Department Head. A written notice of the corrective action taken is to be communicated with the City Finance Director or his/her designee.
- c) All cash audits will be properly documented and reported. Records are to be kept and maintained of all cash audits in accordance with state record retention regulations.

15. Transporting Cash

- a) Cash receipts must be transported in sealed/tamper resistant plastic deposit bags issued by the bank designated by the City Finance Director or his/her designee.
- b) Certain Cash Collection Points with large cash deposits may desire to use an armored car service at the discretion of the Department Head and with prior approval from the City Finance Director or his/her designee. It is recommended that the route to the bank and the schedule for making deposits be kept confidential and changed periodically.

16. Voided Transactions

- a) No front line personnel are to void transactions.
- b) Transactions that are voided must have supervisory approval; the supervisor's initials or signature by the voided transaction will signify approval.
- c) All transactions that have been voided must be entered into the cash register. Only the designated supervisor of the cash handler has the authority to void a transaction on a batch that has been entered into the accounting system. For those locations with limited staffing, there should be internal controls in place to ensure that the person who has entered a transaction on a batch is not the same person who voids a transaction on a batch that has been entered into the accounting system.
- d) Only Finance Division personnel have the authority to void an entire batch that has been entered into the accounting system.
- e) Support for voided transactions must be included with the rest of the supporting documentation maintained for cash receipts and forwarded to the Finance Division.

C. Cash handling

1. Accepting Cash

- a) The amount of cash accepted must be verbalized to the customer before it is placed in the cash drawer.

Example: If a customer pays with a twenty-dollar bill, the employee accepting the cash must state "out of twenty."

2. Large Bills

- a) For those that utilize cash registers and/or drawers, large bills (\$50's and \$100's) must be placed between the cash tray and the drawer of the register for improved security.
- b) Cash drawers should be organized left to right, larger to smaller denominations (i.e. twenties to ones and quarters to pennies.)

3. Counterfeit Currency

- a) Cash handlers should exercise caution in accepting currency and be aware of distinguishing characteristics in order to better identify an attempt to pass a counterfeit bill. Before accepting any large bills (\$20's, \$50's and \$100's) a counterfeit bill detector pen should be used to ensure the validity of the currency. Another common method of "counterfeiting" money is the practice of creating "raised notes", which is when genuine paper currency is altered in an attempt to increase its face value.
- b) If the cash handler suspects that a customer is attempting to pass counterfeit currency or raised notes, she or he should ask for another bill

or alternative payment method. If the customer insists on using the currency, accept it and follow procedures for robbery attempts. If a suspected counterfeit bill is received, initial and date the back of the bill in the bottom border (this way it can be identified if it goes to trial).

4. Returning Change

- a) Change must be verbally counted back to the customer; and should be carried out in the manner most comfortable to the cashier.

Example: Your change is \$12.15 – that is ten, eleven, twelve dollars and fifteen cents.

5. Safeguarding Large Cash Accumulations

- a) Excessive amounts of cash should never be kept in cash drawers and the cash collection points should have rules regarding the cash limits that may be kept in the cash drawer at any one time. Currency in excess of these amounts should be removed in a prescribed manner after balancing and be stored in a secure vault or safe for final balance.

D. Petty Cash

1. Establishing Petty Cash Funds

- a) The City Finance Director or his/her designee will perform a due diligence review of the proposed petty cash funds before activity begins by ensuring the following key provisions of the Cash Handling Policies are in compliance:

(1) Appropriate segregation of job duties exists for employee positions proposed to be involved with the petty cash activities.

(2) Effective operating procedures are in place to safeguard the petty cash fund.

(3) The proposed reporting format is acceptable to the Finance Division.

- b) The amount of the petty cash fund will be determined by the City Finance Director or his/her designee. The City Finance Director or his/her designee, in consultation with the City Manager, will have the authority to deny the establishment of a petty cash fund due to noncompliance.

- c) The City Finance Director or his/her designee will maintain a complete listing of all authorized petty cash funds, including amount and name of custodian.

2. Proper Uses of Petty Cash

- a) Petty cash can be used for authorized reimbursable small expenditures, such as goods and supplies, not to exceed \$50.00.
- b) Petty cash can be used for change, but cash must be exchanged for cash at the time of the exchange.
- c) Funds cannot be used from petty cash for personal use.

3. Using Petty Cash

- a) A Petty Cash Form must be completed in ink and signed by the person requesting the petty cash reimbursement. The petty cash form will

include the amount, date, account number, description of transaction, signature of person requesting the reimbursement, and signature of authorizing supervisor.

- b) An authorized supervisor must approve the petty cash form. An authorized supervisor is defined as the supervisor who has FPO and requisition authorization approval for the account number being charged for the item.
- c) Supporting itemized receipts for all petty cash expenditures must be attached to the completed authorized petty cash form.
- d) The petty cash custodian will exchange petty cash to an individual only after receiving the completed authorized petty cash form:
 - (1) as a reimbursement in which case the employee must attach itemized receipts or
 - (2) as an advance to purchase supplies. For advances, the employees must return the itemized receipts of the actual purchases with any unused petty cash fund advances immediately after the purchases are made.

4. Balancing Petty Cash

- a) Petty cash must be balanced, at a minimum, on a monthly basis. The sum of the itemized receipts, attached to the authorized petty cash forms, and the cash must equal the established amount of the petty cash fund.
- b) A supervisor or his/her designee other than the petty cash custodian must perform the balancing of the petty cash fund.
- c) A worksheet (Attachment H) must be maintained to document the dates that the petty cash fund was balanced. The worksheet will contain the date of balancing, amount the petty cash fund was over or short, and the signature of the supervisor or the designee who balanced and reconciled the fund. A similar form may be used with the prior approval by the City Finance Director or his/her designee.

5. Physical Security of Petty Cash

- a) Petty cash must be segregated from other drawer funds and must be identified as "petty cash."
- b) Petty cash must be kept in a locked safe or locked drawer when it is not in use.
- c) The petty cash custodian must maintain keys and/or combinations to locking bags, locked boxes, safes, and locked drawers in a secure location.

6. Replenishment of Petty Cash Funds

- a) The petty cash custodian will enter an FPO in the accounting system using the account numbers and descriptions from the completed, authorized petty cash forms with attached itemized receipts. The vendor will be the City of Hobbs.
- b) The authorized supervisor will approve the FPO only after reviewing that all itemized receipts and authorized petty cash forms are complete and balance to the amount of the FPO.
- c) All itemized receipts with attached authorized petty cash forms will be forwarded to the Finance Division after the authorized supervisor has approved the FPO.

- d) Checks will be made payable to the City of Hobbs. The Finance Division will send the check to the designated department and the department will receive the cash back in the denominations specified by the department.
7. Returning a cash drawer or petty cash
- a) Check with Finance Division for the correct general ledger account number.
 - b) Deposit the cash at the City Clerk's office using the correct general ledger account number.
 - c) Deliver the deposit receipt and petty cash receipts, if any, to the Finance Division.
8. Surprise Petty Cash Audits
- a) Finance Division personnel will conduct surprise petty cash audits on a periodic basis. The results of the audits will be communicated with the Department Head. Any deficiencies found are to be resolved and corrected by the Department Head. A notice of the corrective action taken is to be communicated with the City Treasurer or his/her designee.
 - b) All petty cash audits must be properly documented and reported. Records are to be kept and maintained by the Department and the City Finance Director or his/her designee.

E. Security Procedures

1. Robbery

- a) Anytime cash is handled in a public place, a threatening situation can occur that puts personal safety in danger. In the event of a robbery, it is critical to remember that the preservation of human life and safety is of the utmost importance. Always assume that there is a weapon even if one is not in view. Be polite, accommodating and do exactly as the robber asks. Attempt no heroics, but try to pay attention to any distinguishing features of the robber.
- b) After the robber has left the building, hit the alarm button (if one is available); close the cashier window and lock the premises, if possible. Notify the respective supervisor about the robbery. Call 911 and stay on the line until police arrive. Do not speak to anyone, other than your immediate supervisor, until Police have been spoken to and the required police reports have been completed.

2. Fire/Bomb Threat/Sprinklers

- a) In the event of a fire or bomb threat, the cash handler should secure all money by locking the cash drawer and vacate the building as soon as possible. If there is adequate time, secure the money in a safe or vault. Remember to use personal judgment; the preservation of life and safety is the highest priority. Do not remove funds from the premises.

3. Emergency Procedures

- a) Every department that has a cash collection point should have written emergency procedures in place in case of fire, bomb threat or natural disaster. These emergency procedures should be approved by the

respective Department Heads and discussed with the cash handlers (i.e., cash handlers should know where all the exits are at his/her facility).

F. Miscellaneous

1. Inventoried Items

- a) An inventory system is required for incidental items that are sold, such as trash bags.
- b) Consult with the City Finance Director or his/her designee to determine whether an inventory system is required.

2. Passes/Gift Certificates

- a) For those City facilities that issue and/or permit passes/gift certificates for certain activities, all passes/gift certificates must be physically verified.
- b) All passes/gift certificates should be pre-numbered in sequential order and kept in a log (i.e., an excel spreadsheet). Winners need to sign the log when receiving awards, gift cards, or passes.
- c) All passes/gift certificates must be verified for name and expiration date.

3. Use of the City of Hobbs Tax Identification Number

- a) All bank accounts using the City's tax identification number will be authorized and opened only by the City Finance Director or his/her designee. The use of the City's tax identification number on unauthorized bank accounts is prohibited.

VI. PERFORMANCE REVIEWS AND CORRECTIVE ACTIONS

A. Documentation for Performance Review

1. Cash balancing records/corrective actions will be maintained by the supervisor for documentation purposes and for employee cashing performance review purposes.

B. Investigation/Disciplinary Action

1. Any cash differences may result in an administrative investigation, disciplinary action per Article 7 in the Personnel Rules, and/or criminal investigation.

VII. VIOLATIONS OF POLICY

A. Disciplinary Action

1. Violation of this policy will subject the employee to administrative disciplinary action up to and including termination as prescribed in the Personnel Rules and Regulations.

B. Employee Cooperation

1. Employees are required to cooperate fully with any administrative investigation. Failure to cooperate will be considered grounds for termination.

C. Criminal Investigation

1. In addition to an administrative investigation and depending on the circumstances, incidents will be investigated criminally and may result in prosecution

for violations of criminal law. Civil remedies may also be explored depending on the circumstances.

D. Polygraph Testing

1. Polygraph testing may be required at any time, for any unbalanced amount, for all personnel involved, including those with access to the safe, keys, etc. Refusal to participate in the polygraph testing will be considered grounds for termination.

E. Surveillance Equipment

1. The City reserves the right to install electronic surveillance equipment at cash collection points.

VIII. EXEMPTIONS

A. Police Informant Funds

1. Cash monies used by the Police Department for investigative purposes are exempt from the scope of these policies and procedures. These monies are subject to an annual internal audit process to insure accountability and maintain internal control.

IX. WRITTEN DEPARTMENTAL PROCEDURES

1. In addition to the cash handling procedures established in this document, it is highly recommended that each cash collection point has its own specific procedures. Written procedures should minimally include a clear separation of duties in the handling of cash receipts, guidelines for the safekeeping of funds and procedures for handling overages and/or shortages including instructions on notifying the appropriate City authority in the event of a loss.

X. BANK RECONCILIATIONS

- 1. All Bank account reconciliations, including the Inmate Trust bank account, must be performed on a monthly basis; any differences must be researched and corrected in a timely manner. The adjusting journal entries from each bank reconciliation are submitted with the bank reconciliation for review and approved by the Finance Director. Once approved by the Finance Director, the adjusting journal entries are entered into the accounting system.**
- 2. Once complete, bank reconciliations should be signed by the preparer (usually the Assistant Finance Director) and reviewed and approved by the Finance Director.**

Bank statements and the supporting documentation must be stored in a monthly bank reconciliation file box and maintained per the current retention policy for future auditing purposes.

A. CASH ACCOUNT RECONCILIATIONS

- 1. All cash account reconciliations and the related receipts and disbursements, including all City Court cash accounts, must be**

performed on a monthly basis; any differences must be researched and corrected in a timely manner. The adjusting journal entries, from each cash account reconciliation, are submitted with the cash account reconciliation for review and approved by the Finance Director. Once approved by the Finance Director, the adjusting journal entries are entered into the accounting system.

2. Once complete, cash account reconciliations should be signed by the preparer (usually the Assistant Finance Director) and reviewed and approved by the Finance Director.

Supporting documentation must be stored in the bank reconciliation file box and maintained per the current retention policy for future auditing purposes.



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 19, 2022

SUBJECT: Opening a bank account for Grants
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: September 12, 2022
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

The City requires a new bank account to house the receipt of money related to Grant Activity. The new account will hold a balance as required by the grant agreement only. Once funds are available they will be transferred to the City's operating account. This account will be opened at Lea County State Bank and follow our current cash handling policy.

Fiscal Impact:

No fiscal impact

Reviewed By: [Signature]
Finance Department

Attachments:

Resolution

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:

[Signature]
Department Director
[Signature]
City Manager

CITY CLERK=S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____ Continued To: _____
Ordinance No. _____ Referred To: _____
Approved _____ Denied
Other _____ File No. _____

CITY OF HOBBS

RESOLUTION NO. 7252

A RESOLUTION AUTHORIZING THE OPENING
OF A BANK ACCOUNT USED FOR THE RECEIPT OF GRANT MONEY

WHEREAS, the City of Hobbs wishes to open a new checking account with Lea County State Bank used to house funds related to Grants, and

WHEREAS, the City of Hobbs has been required to open such account by various grant agreements,

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the City Commission hereby approves opening of the Grant Account at Lea County State Bank.

PASSED, ADOPTED AND APPROVED THIS 19th day of September, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 19, 2022

SUBJECT: Condemnation Recommendation on Certain Properties

DEPT. OF ORIGIN: Hobbs Police Department - Community Services Division, City of Hobbs Legal Department

DATE SUBMITTED: September 12, 2022

SUBMITTED BY: Valerie S. Chacon, Deputy City Attorney, Jessica Silva Code Enforcement Superintendent

Summary:

In its continuing promotion of safety and clean-up efforts within city limits, the Hobbs Police Department-Community Services Division has identified two properties which present health, life and safety hazards, which warrant remediation. The property is in dire need of repair. The property is located at 1403 N San Mateo is ruined, damaged and dilapidated and a menace to the public comfort, health and safety. Attachment A contains the information for the property.

Fiscal Impact:

Reviewed By: _____

[Signature]
Finance Department

The demolition and clean-up of these properties will cost approximately \$20,020.34. The current budget in the "Professional Services" line item of the Environmental Budget (01340-42601) has an adequate balance to sustain this expenditure.

Attachments:

1. Resolution
2. Photos of property contained in Attachment "A".
3. Attachment "A"

Legal Review:

Approved As To Form: _____

[Signature]
City Attorney

Recommendation:

The City Commission approve the adoption of the Resolution determining 1403 N. San Mateo as ruined, damaged and dilapidated and a menace to public health and safety, which require remediation.

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

**CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

CITY OF HOBBS

RESOLUTION NO. 7253

A RESOLUTION DETERMINING THAT CERTAIN PROPERTIES THAT ARE RUINED, DAMAGED AND DILAPIDATED, ARE A MENACE TO PUBLIC COMFORT, HEALTH AND SAFETY AND REQUIRE REMOVAL FROM THE MUNICIPALITY

WHEREAS, pursuant to Section 8.24.010 of the Hobbs Municipal Code, and Section 3-18-5 NMSA as amended, the City has inspected the premises described in Attachment "A", attached hereto and incorporated herein by reference, and finds that the structure thereon are ruined, damaged, and dilapidated, are a menace to the public comfort, health and safety and requires removal from the municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the structures described in Attachment "A" are found to be ruined, damaged and dilapidated, are a menace to the public comfort, health and safety, and should be removed.

BE IT FURTHER RESOLVED that a copy of this Resolution be served on the owner, occupant or agent in charge of such premises; and that a copy of the same be published as required by law.

BE IT FURTHER RESOLVED that unless the owner, occupant or agent in charge of such premises, within ten (10) days from such service or posting and publication of this Resolution, has commenced removing such structures from the real property or has filed written objection with the City, the City shall cause the removal of such structures at the cost and expense of the property owner.

BE IT FURTHER RESOLVED that in cases where the City removes a structure so condemned, a lien shall be levied by the City against the real property involved in an amount equal to the reasonable cost of the services rendered, which lien may be foreclosed in default of satisfaction.

PASSED, ADOPTED AND APPROVED this 19TH day of September, 2022

SAM D. COBB, Mayor

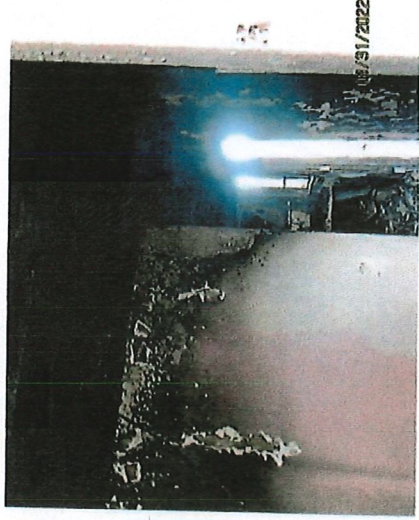
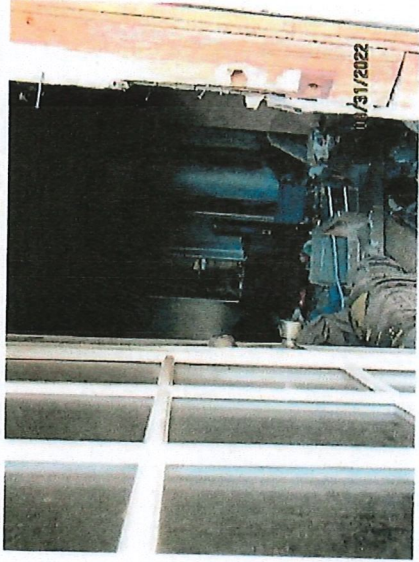
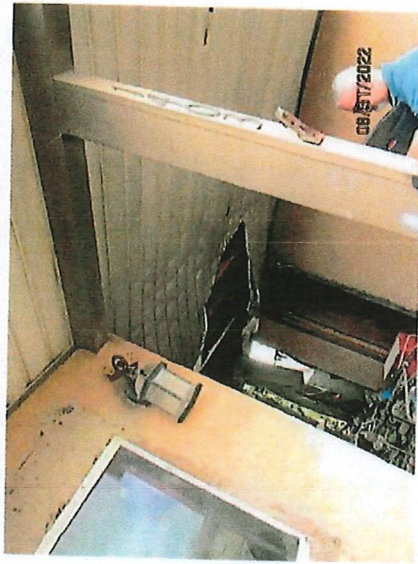
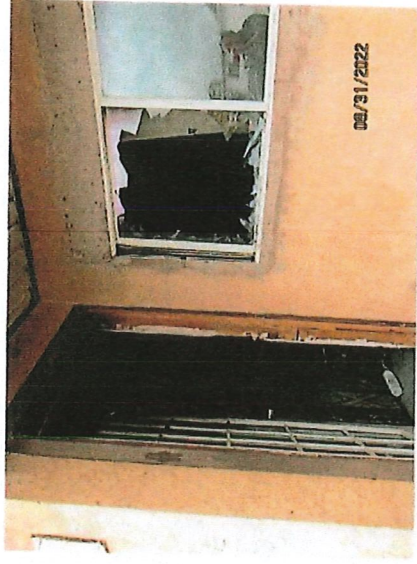
ATTEST:

JAN FLETCHER, City Clerk

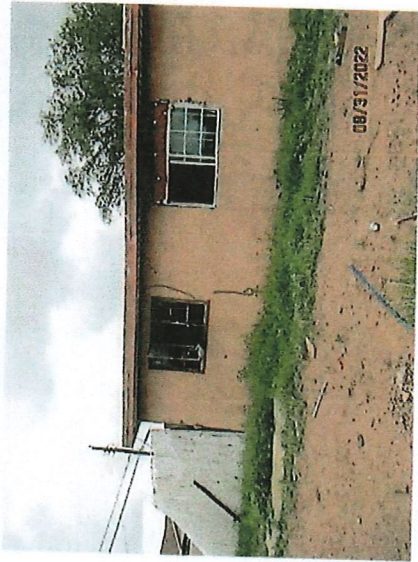
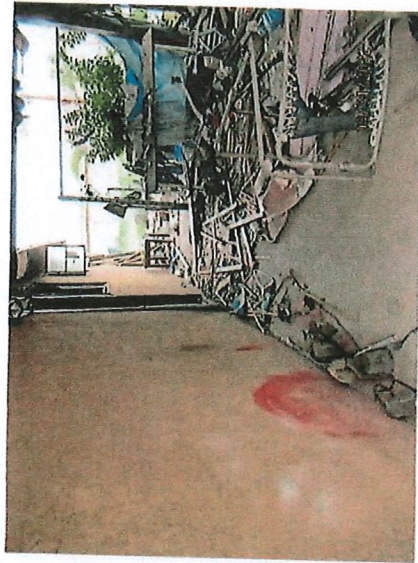
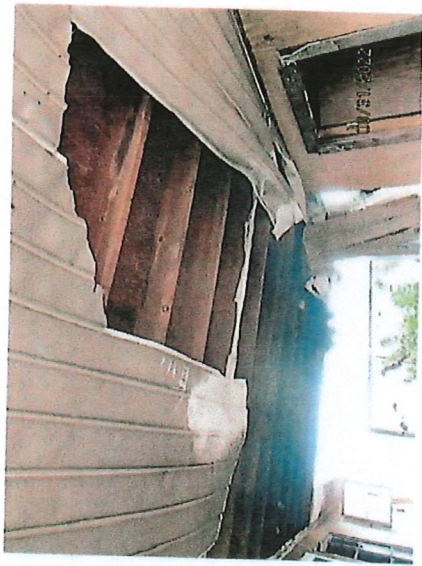
Attachment A

	Address	Owner	Owner's Address	Estimated Cost of Demolition
1	1403 N. San Mateo Hobbs, Lea County, NM *Lot Twenty-Two (22), Block Seventeen (17), Second Unit of the Dale Bellamah Addition to the City of Hobbs, Lea County, New Mexico as referenced on the official plat thereof filed in the office of the County Clerk for Lea County, New Mexico.	Martha N. Rains	1317 E. Michigan Hobbs, NM, 88240	\$20,020.34

1403 N SAN MATEO



1403 N SAN MATEO (CONT.)





CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 19, 2022

SUBJECT: A ORDINANCE AMENDING THE CITY OF HOBBS ECONOMIC DEVELOPMENT STRATEGIC PLAN

DEPT. OF ORIGIN: City Attorney's Office
DATE SUBMITTED: September 12, 2022
SUBMITTED BY: Valerie S. Chacon

Summary:

Following the amendments to the Hobbs Municipal Code Section 3.10.040 on December 20, 2021, the Hobbs Municipal Code Chapter 3.10 now allows for the provision of "public support" for retail establishments and cultural facilities. Along with the subsequent favorable vote at the March 1, 2022 election regarding the public support for retail business and cultural facilities as "qualifying entities" for purposes of furthering or implementing economic development plans and providing public support for projects under the Local Economic Development Act. The City now requests to amend the City of Hobbs Economic Development Strategic Plan to include the following in important part:

1. SECTION ONE: Economic Development Goals subsection G. To increase gross receipts taxes for the City of Hobbs.
2. SECTION TWO: General Target Industry Criteria: Add in Subsection (A) (5) Ample availability of a skilled workforce and access to substantial infrastructure of work force development within the secondary and post-secondary level. And subsection (B) Industries that pay comparative wages, provide benefits to foster a positive work/life balance, and that will help improve the local per capita income (household income). And C. Industry that will help diversify the local labor market.
3. SECTION THREE: Specifically Identified Target Industries- Amend Subsection (C) Service firms or institutions, especially in the educational, health care, information technology, and professional service sectors. And Subsection (F) Data, IT and Telecommunications enterprises, Subsection (K) Warehousing, logistics, distribution, and transportation And (L) Retention and expansion of business and industry.
4. SECTION FOUR- Possible Community Assistance: in Subsection A. adding or non- profit entity.
5. SECTION FIVE- Criteria for community assistance 5.3 subsection D. Economic Development Compatibility with City's economic development goals including, but not limited to gross receipts generation and/or job creation; And Subsection E Cost Benefit Analysis to include: The cost-benefit analysis shall show that the City will recoup the value of its contribution within a period of ten or fewer years.
6. SECTION SIX- Review Criteria for applications: Add 6.2 Applicant shall at all times cooperate fully with City in City's due diligence verification efforts. An applicant's failure to cooperate with City's verification efforts may have their application summarily denied at the discretion of the City.

Fiscal Impact:

Reviewed By: 
Finance Department

To be determined in future agreements resulting from the Economic Development Strategic Plan.

Attachments:
Proposed Resolution

Legal Review:

Approved As To Form: _____


City Attorney

Recommendation:

The Commission should consider approval of the Resolution.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

CITY OF HOBBS

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 3.10 OF THE HOBBS MUNICIPAL CODE
AMENDING THE CITY'S ECONOMIC DEVELOPMENT STRATEGIC PLAN
ORDINANCE

WHEREAS, on November 3, 2003, the City of Hobbs City Commission adopted Ordinance No. 915, which created the City of Hobbs Economic Development Strategic Plan Ordinance; and

WHEREAS, on March 19, 2021, the New Mexico Legislature passed Senate Bill (SB) 49 which amended the Local Economic Development Act ("LEDA") (NMSA 1978, §§ 5-10-1 through 5-10-17), to allow for the utilization of public support for cultural facilities and retail businesses as qualifying entities throughout New Mexico; and

WHEREAS, the City of Hobbs' economic development goals are to diversify the local economy by the creation of additional jobs with the attraction of new business and to work with existing businesses to improve the general business climate in order that they may be successful in retaining employees and creating new jobs through expansion ; and

WHEREAS, the City of Hobbs' amends this ordinance to provide clear and concise direction to qualifying businesses on to how to acquire and remain compliant with the Economic Development Strategic Plan Ordinance; and

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Chapter 3.10, is hereby amended as more specifically described as follows:

CITY OF HOBBS ECONOMIC DEVELOPMENT STRATEGIC PLAN

(Note: The terms City, Hobbs and City of Hobbs referred to in this Economic Development Strategic Plan refer to the city government of that legal entity called the City of Hobbs.)

CONTENTS OF THE CITY OF HOBBS ECONOMIC DEVELOPMENT STRATEGIC PLAN

SECTION ONE -	ECONOMIC DEVELOPMENT GOALS	PAGE 1
SECTION TWO -	GENERAL TARGET INDUSTRY CRITERIA	PAGE 2
SECTION THREE -	SPECIFICALLY IDENTIFIED TARGET INDUSTRIES	PAGE 3
SECTION FOUR -	POSSIBLE COMMUNITY ASSISTANCE	PAGE 3
SECTION FIVE -	CRITERIA FOR COMMUNITY ASSISTANCE	PAGE 4
SECTION SIX -	REVIEW CRITERIA FOR APPLICATIONS	PAGE 7
SECTION SEVEN -	PROJECT PARTICIPATION AGREEMENT	PAGE 7
SECTION EIGHT -	INVESTMENT PROTECTION	PAGE 8
SECTION NINE -	PROJECT TERMINATION	PAGE 9

SECTION ONE - ECONOMIC DEVELOPMENT GOALS

- 1.1 Having encouraged the support of the community and its leadership through public meetings and interviews, this economic development strategic plan declares the following to be desired goals:
 - A. To diversify the local economy by the creation of additional jobs with the attraction of new business.
 - B. Work with existing businesses to improve the general business climate in order that they may be successful in retaining employees and creating new jobs through expansion.
 - C. To support the development of industrial/business park(s) that will be attractive to new and expanding business.
 - D. To, when feasible and within the provisions of the New Mexico Local Economic Development Act, use public funds to assist in the development of new jobs.

- ~~E. To assist businesses that meet applicable environmental rules and regulations, both state and national.~~
- FE. To encourage cooperation between the public and private sectors as they assist in the creation of new jobs.
- ~~G. To support and encourage actions that will foster the utilization of Hobbs Industrial Air Park at current levels of employment and when possible work for the creation of additional jobs.~~
- HF. To help develop within the community's resources the best possible vocational and other skill training to prepare the local populace to enter the work force.
- G. To increase gross receipts taxes for the City of Hobbs.

SECTION TWO - GENERAL TARGET INDUSTRY CRITERIA:

2.1. Types of businesses that meet the community's goals - Businesses that fit most or all of these criteria will be selected when considering giving assistance under the Local Economic Development Act. This list is not necessarily all inclusive, and should an industry fall outside this preferred list, individual consideration will be granted.

~~obbs~~ City of Hobbs considers the following types of businesses to be those that are preferred or meet the community goals:

- A. Industry that is able to take advantage of Hobbs' comparative advantages as follows:
 1. Availability of natural resources.
 2. Favorable climate.
 3. Ample, low cost-land available for development.
 4. Affordable housing.
 5. Ample availability of ~~semi-a~~ skilled workforce and ~~low-skilled~~ access to substantial infrastructure of work force development within the secondary and post-secondary level. -workers at low costs.
 6. Significant secondary and post-secondary educational and healthcare institutional resources.
 7. A positive business climate within the private and public sectors.
 8. Affordable and readily available Energy Resources.
- ~~B. Industry that meets applicable local, state, and federal standards.~~

- CB. Industries that pay comparative a-wages, -provide benefits to foster a positive work/life balance, and that will help improve the local per capita income (household income).
- DC. Industry that will help diversify the local labor market, ~~and lessen the reliance on oil and gas employment.~~

SECTION THREE - SPECIFICALLY IDENTIFIED TARGET INDUSTRIES:

- 3.1 The following industries are specifically identified to be target industries that are desirable for potential development;
- A. The dairy industry and related businesses.
 - B. Value-added agricultural production, dairy processing, or food processing and the manufacturer of food products.
 - C. Service firms or institutions, especially in the educational, ~~and~~ health care, information technology, and professional service sectors.
 - D. Relatively labor-intensive processing and assembling businesses in the manufacturing sector.
 - E. The construction trade sector.
 - F. ~~A telecommunicatio~~ Data, IT and Telecommunications ~~sales~~-enterprises.
 - G. Nuclear Waste, Hazardous Waste, and Related Opportunities.
 - H. Energy related industry.
 - I. Retail related industry.
 - J. Cultural facilities.
 - K. Warehousing, logistics, distribution, and transportation.
 - L. Retention and expansion of business and industry.

SECTION FOUR- POSSIBLE COMMUNITY ASSISTANCE

- 4.1 Community assistance under the Local Economic Development Act may include:
- A. Direct or indirect assistance provided by the City to qualifying businesses for furthering the economic development strategic plan or implementing specific

projects. The City may also enter into one or more ~~joint powers~~ agreements with the County or other local governments who have adopted an economic development plan, or a non-profit entity, to plan and support regional economic development projects.

- B. The sale or lease of city-owned land or other property in return for pledges to provide new jobs of a value commensurate with discount from market value granted in any land/property sale or lease. Terms of said sale/lease may provide penalties including return of the property for failure to meet goals for the creation of jobs.
- C. Hobbs City may consider building and leasing or selling a facility in return for new jobs. The terms of such a lease/sale shall be commensurate with the number of new jobs created. This reduced lease/sale shall have provisions for adjustment of lease/sale price in the event the applicant fails to meet the previously established employment goals.
- D. The minimum benefit to the community to qualify for assistance is the creation of new jobs that pay an hourly rate at least equal to the federal/state minimum wage or other standards that may be adopted.
- E. The community may assist the applicant in obtaining vocational/educational training from local sources whenever possible. The community will also assist in obtaining matching funds if available under local, state, or federal programs.
- F. When appropriate information is presented and an application is made, the City of Hobbs may issue industrial revenue bonds to assist in the location or expansion of a qualifying business. These bonds may include tax abatement when deemed appropriate.
- G. Assistance under this Act shall not exceed the expenditures of monies exceeding ten (10%) percent of the city's general fund budgeted expenditures in any one year. Other assistance, such as the sale of already owned city land, will be considered on an individual basis, which will not count against the 10% limit.

SECTION FIVE - CRITERIA FOR COMMUNITY ASSISTANCE

- 5.1 Community assistance will be considered for those industries that meet the criteria of a "qualifying entity" as defined in the Local Economic Development Act.
- 5.2 In deciding the eligibility for community assistance, the Hobbs City Commission may contract with an agent, such as the Economic Development Corporation of Lea County or another agent as needed or recommended to be the City's agent in dealing with projects and formulating recommendations to the City Commission.

5.3 For an applicant to be considered for assistance the ~~following application~~ may include but is not limited to the following:

A. Identification information:

- Complete name and address of entity;
- Organizational Documentation; and
- List of board of directors and principal officers, with ~~addresses; and resumes of all directors and officers~~ a copy of the entity's organizational chart including names and titles of all principals.

B. Evidence of financial solvency:

- Company Financial History;
- ~~A~~ If the company has a previous business history, Audited Financial statement (income statement and balance sheets) for the past three years;
- Federal tax number, New Mexico State Taxation and Revenue number and ~~county~~ City business license;
- Projected income statement for at least three years; and
- ~~Personal financial statement of the principals.~~ Other information deemed pertinent by the City.

C. Evidence of organizational capacity:

- Brief history of the entity; and
- Organizational chart of the entity.

D. Economic Development Project Plan:

- Preliminary description of proposed Project;
- Preliminary proposal of Assistance Requested;
- The number of jobs to be created;
- The types of business and jobs including a business plan;
- Job training and career development plan for employees;
- Compatibility with Hobbs's City's economic development goals including, but not limited to gross receipts generation and/or job creation;
- List of other funding resources researched by the applicant;
- Financial and marketing projections; and
- Other information deemed pertinent ~~to~~ by the City.

E. Cost Benefit Analysis:

All applications for economic development projects requesting economic assistance from the City shall submit a cost benefit analysis. Preparing a cost benefit analysis shall be the responsibility of the applicant. The City retains the right to specify a format and methodology for the cost-benefit analysis.

The Economic Development Corporation of Lea County, or other such agent designated by the City, shall review and approve the methodology used. The source and rationale for any multiplier effects shall be identified. The cost-benefit analysis shall show that the City will recoup the value of its ~~donation-contribution~~ within a period of ten years or fewer years. The analysis shall address the following:

- The number and type of jobs to be created, both temporary construction jobs and permanent jobs (by New Mexico Department of Labor job category);
- Pay scale of jobs;
- Determination of which jobs are expected to be filled locally and which will be filled by transfers from other facilities or recruited from outside the Hobbs area;
- Total payroll expected at start-up and after one year;
- Anticipated impact on local tax base;
- Anticipated impact on local school systems; and
- Anticipated impact on Infrastructure.

F. Analysis of other Benefits to the Community:

All applicants for economic development projects requesting economic assistance from the City shall clearly demonstrate the benefits, which will accrue to the community as a result of the ~~donation-contribution~~ of public resources.

The City has considerable flexibility in determining what is considered as adequate benefits. Benefits such providing components or production capabilities, which enhance a targeted industry cluster, or addressing critical deficiencies in regional economy, may be recognized.

The benefits claimed of any proposal will receive careful scrutiny. However, it is the intent of this ordinance to be flexible in the evaluation of these benefits, and to recognize the qualitative as well as quantitative impact of a proposal.

G. Analysis of Substantive Contribution to the Community:

All applicants for economic development projects requesting assistance from the City shall clearly demonstrate how the qualifying entity is making a substantive contribution.

The contribution shall be of value and may be paid in money, in-kind services, jobs, expanded tax base, property or other thing or service of value for the expansion or improvement of the economy. The city retains flexibility in defining the "substantive contributions".

The benefits identified in the previous paragraphs may be accepted as adequate contributions on their own, or cash donations may be required. Assistance in providing affordable housing to its employees or the community at large may also qualify. Determination of what constitutes an acceptable contribution for a given project shall be at the discretion of the governing body.

SECTION SIX- REVIEW CRITERIA FOR APPLICATIONS

- 6.1 The City of Hobbs, and/or its agent, will use due diligence to verify all facts about the applicant seeking assistance including but not limited to:
- A. Requiring financial statements and appropriate tax records made available by the business to be reviewed in detail. This review shall be consistent with the review required of Industrial Revenue Bond applications.
 - B. Investigation to determine the validity of any claims to patent rights, trade secrets, etc.
 - C. Verification of financial data including requesting data from banks and other financial institutions that may have had previous dealings with the business seeking assistance or its principals.
 - D. Review of information pertaining to any other borrowing by the business or its principals that might affect the business's ability to repay debt or fulfill other obligations, if any, owed to the City of Hobbs.
 - E. Review of the business's plans and marketing plans proposed by the applicant including, if deemed necessary, outside professional review of technical data.
 - F. Review of the environmental and community impacts of the proposed project. Give special attention to the job training and career advancement programs and policies. Specially review level of commitment of business to provide career opportunities for Hobbs area residents.

6.2 Applicant shall at all times cooperate fully with City in City's due diligence verification efforts. An applicant's failure to cooperate with City's verification efforts may have their application summarily denied at the discretion of the City.

SECTION SEVEN - PROJECT PARTICIPATION AGREEMENT

- 7.1 Any qualifying entity seeking assistance shall work with the City to prepare a project participation agreement. This agreement is the formal document, which states the contribution and obligation of all parties in the economic development project. The agreement must state the following items:
- A. The economic development goals of the project;
 - B. The contribution of the city and the qualifying entity;
 - C. The specific measurable objectives upon which the performance review will be read;
 - D. A schedule for project development and goal attainment;
 - E. The security being offered for the city's investment;
 - F. The procedures by which a project may be terminated and the city's investment recovered; and,
 - G. The time period for which the city shall retain an interest in the project. Each project agreement shall have a "sunset" clause after which the city shall relinquish interest in and oversight of the project.
- 7.2 The project participation agreement and any other pertinent information will be reviewed for formal approval by the City Commission at a public meeting.
- 7.3 The applicant shall commit to operate in accordance with its project participation agreement for a period of time specified in the project participation agreement.

SECTION EIGHT - INVESTMENT PROTECTION

- 8.1 The City of Hobbs will provide adequate safeguards to ensure that its rights and financial commitments listed in the project participation agreement are adequately protected and recoverable in the event of default.
- 8.2 All investment will be made in compliance with the Local Economic Development Act. Protection may include but is not limited to:
- A. Security provided for the City of Hobbs may be in the form of a lien, mortgage, or other indenture and the pledge of the qualifying business's financial and material

participation and personal cooperation to guarantee the applicant's performance pursuant to the project's goals.

- B. Any investment in streets, utilities or other public works will be made in accordance with city policy that provides security for any City investment made pursuant to the attraction of a business under the Local Economic Development Act.
- C. Provision for performance review will be established to ensure that the business is operating in accordance with its agreements with the City of Hobbs. This may include milestones, measurable goals and time limits on project development and completion. Provisions for performance review may include penalties for unsatisfactory performance.
- D. The contribution made by each party and its participation in the project will be clearly stated in the project participation agreement.
- E. There will be separate accounts for all financial dealings.
- F. An annual independent audit of the fund/account shall be required.
- G. Should a qualifying entity move, sell, lease or transfer a majority interest in the economic development project before the expiration of the project participation agreement, the City retains the right to deny any and all assignments, sales, leases or transfers of any interests in the economic development project until adequate assurances are made that the transferee, assignee or lessee is a qualifying entity and that the terms of the agreement will be satisfied by the transferee, assignee or lessee. At its discretion, the City may choose to deny said assignment, lease or transfer or may negotiate a new agreement with the new operator, or the City may reclaim its investment and enter into an agreement with the new qualifying entity.

SECTION NINE - PROJECT TERMINATION

- 9.1 The City of Hobbs may by ordinance terminate or revise this Economic Development Strategic Plan. It may also terminate projects developed under this plan provided the terms of any existing project participation agreements are satisfied. Any remaining monies left in the account or funds for a terminated project shall be transferred to the general fund.

PASSED, ADOPTED AND APPROVED this ____ day of _____,
2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 19, 2022

SUBJECT: A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN EXTENSION OF THE AGREEMENT WITH S&H ENTERPRISES, INC., TO SUPPLY INDUSTRIAL PROCESS WATER

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: September 16, 2022
SUBMITTED BY: Valerie S. Chacon, Deputy City Attorney

Summary:

On July 23, 1992, the City of Hobbs entered into an agreement with S&H Enterprises, INC., wherein S&H Enterprises, Inc., agreed to purchase industrial process water, Effluent Water, from waste water discharge from the City's Industrial Water Treatment Plant. An extension to this agreement was executed on July 23, 2022, and said extension is now expiring on September 23, 2022 and the Parties are still negotiating the agreement. The Parties seek an additional extension of the agreement for sixty (60) days in order to provide continuity of service while the Parties secure a new agreement.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

S&H would continue to pay the City of Hobbs the contractual sum of \$1,500.00 per month during the term of the extension.

Attachments:

Resolution, Resolution No.3012, 1992 Agreement, July 23, 2022 Extension and Current September 2022 Extension.

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

The Commission should consider approval of this matter.

Approved for Submittal By:

Department Director
[Signature]
City Manager

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Resolution No. _____ Continued To: _____
Ordinance No. _____
Approved _____ Denied _____
Other: _____ File No. _____

CITY OF HOBBS

RESOLUTION NO. 7254

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN EXTENSION OF
THE AGREEMENT WITH S&H ENTERPRISES, INC., TO SUPPLY
INDUSTRIAL PROCESS WATER

WHEREAS, on July 23, 1992, the City of Hobbs City Commission approved Resolution No. 3012, which authorized the City to enter into an Agreement to supply industrial process water to S&H Enterprises, Inc., at a point east of the City's fourteen (14) inch pipeline on the Eunice Highway; and

WHEREAS, the original term of the Agreement was ten (10) years with two (2) additional extensions of ten (10) years and the Agreement is set to expire on July 23, 2022; and

WHEREAS, the a sixty (60) day Extension became in effect on July 24, 2022, which is set to expire on September 22, 2022.

WHEREAS, the parties have engaged in contractual negotiations aimed at entering into a new agreement regarding the supply of industrial process water and seek an additional extension of the current contract to ensure continuity of service; and

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Mayor and City Manager are hereby authorized to execute any and all documents necessary to extend the Agreement outlined in Resolution No. 3012, for an additional period not to exceed sixty (60) days so as to afford the Parties the opportunity to enter into a new agreement.

PASSED, ADOPTED AND APPROVED this 19th day of September, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**AGREEMENT EXTENSION BETWEEN THE CITY OF HOBBS AND S&H
ENTERPRISES, INC.**

This Agreement Extension (“Agreement”) is made and entered into on the 23th day of September, 2022, by and between the City of Hobbs, a New Mexico municipal corporation (“City”), and Gary M. Schubert individually, and d/b/a S&H Enterprises, Inc., a New Mexico corporation (“Consumer”).

WHEREAS, the City and Consumer entered into an Agreement on July 23, 1992 (“1992 Agreement”), attached hereto and incorporated herein, wherein the City agreed to supply, and Consumer agreed to take, a minimum of two million gallons per day during the months of May, June, July, and August, and one million gallons per day for the remaining months, of industrial process water from waste water discharge from the City’s Industrial Water Treatment Plant; and

WHEREAS, in the 1992 Agreement Consumer agreed to pay the City \$1,500.00 per month payable on or before the fifteenth day of each month, representing .05 cents per 1,000 gallons for the first million gallons delivered daily; and

WHEREAS, the 1992 Agreement was set to expire on July 23, 2022, and the City and Consumer have entered into negotiations on a new agreement and now mutually seek an extension of the 1992 Agreement; and

WHEREAS, the July 23, 2022, Extension was set to expire on September 22, 2022, and the City and Consumer have entered into negotiations on a new agreement and now mutually seek an extension of the 1992 Agreement; and

WHEREAS, the 1992 Agreement on Page 5 states, “[t]he foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by both parties”; and

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, and for other good and valuable consideration, the City and Consumer agree to amend Article IV of the 1992 Agreement titled “Term” (amendments in brackets) as follows:

ARTICLE IV.

Term

Section 1. Consumer shall have the option to take the quantities of industrial processed water, as defined in Article III hereof, for a minimum period of ten (10) years from the date commencing when Consumer is ready to receive such water, but not later than the date determined by Article I.

Section 2. Consumer shall have, and City hereby grants to Consumer, the right, at its option, at any time prior to six (6) months before the expiration of the Agreement, to renew and extend this Agreement for two (2) additional terms of ten (10) years. In case Consumer elects to renew and extend this Agreement, it shall signify its election by written notice mailed to the Hobbs City Manager within the above time limit. All terms, conditions and covenants contained

in this Agreement shall be applicable to such extension, provided, however, that City reserves the right on the 10th, 15th, 20th, and 25th anniversaries of this Agreement to require Consumer to elect on a right-of-first refusal basis to pay monthly to the City for waters to be taken for the remaining term in excess of the monthly average for the 36 months next preceding the 10th, 15th, 20th, and 25th anniversaries (“excess waters” hereinafter) a monthly sum equal to 75.0% of the highest bid amount received by City (if City chooses to solicit such bids) for such excess waters for the remaining term for uses and purposes comparable to those to which Consumer is using the water on the said anniversary, or at City’s option, City could choose to use such excess waters solely for necessary governmental purposes for the remaining term.

[Section 3. At any time prior to the expiration of all renewals and extensions contemplated in Section 2 herein, the City and Consumer may agree to a sixty-day extension of this Agreement to afford the City and Consumer the opportunity to renegotiate a new agreement or, alternatively, allow the City the opportunity to find an alternate consumer for the industrial process water. The 60-day extension will expire on November 22, 2022, or the date of execution of a new agreement, whichever occurs first. In the event the City and Consumer agree to an extension under this Section, all other provisions then in existence from the 1992 Agreement shall remain in full force and effect. Any extension will require the approval via affirmative majority vote of the City of Hobbs City Commission. An approved sixty-day extension in no way ensures Consumer that it will receive a new agreement for the purchase of the industrial process water.]

IN WITNESS WHEREOF, the City and Consumer have executed this Agreement Extension on the day and year first above written, effective beginning September 23, 2022.

CITY OF HOBBS

S&H ENTERPRISES, INC.

SAM D. COBB, Mayor

GARY M. SCHUBERT, President

ATTEST:

JAN FLETCHER, City Clerk

APPROVED AS TO FORM:

Efren A. Cortez, City Attorney

CITY OF HOBBS

RESOLUTION NO. 7230

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN EXTENSION
OF THE AGREEMENT WITH S&H ENTERPRISES, INC., TO SUPPLY
INDUSTRIAL PROCESS WATER

WHEREAS, on July 23, 1992, the City of Hobbs City Commission approved Resolution No. 3012, which authorized the City to enter into an Agreement to supply industrial process water to S&H Enterprises, Inc., at a point east of the City's fourteen (14) inch pipeline on the Eunice Highway; and

WHEREAS, the original term of the Agreement was ten (10) years with two (2) additional extensions of ten (10) years and the Agreement is set to expire on July 23, 2022; and

WHEREAS, the parties have engaged in contractual negotiations aimed at entering into a new agreement regarding the supply of industrial process water and seek an extension of the current contract to ensure continuity of service; and

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Mayor and City Manager are hereby authorized to execute any and all documents necessary to extend the Agreement outlined in Resolution No. 3012, for an additional period not to exceed sixty (60) days so as to afford the Parties the opportunity to enter into a new agreement.

PASSED, ADOPTED AND APPROVED this 18th day of July, 2022.



SAM D. COBB, Mayor

ATTEST:



JAN FLETCHER, City Clerk



**AGREEMENT EXTENSION BETWEEN THE CITY OF HOBBS AND S&H
ENTERPRISES, INC.**

This Agreement Extension ("Agreement") is made and entered into on the 24th day of July, 2022, by and between the City of Hobbs, a New Mexico municipal corporation ("City"), and Gary M. Schubert individually, and d/b/a S&H Enterprises, Inc., a New Mexico corporation ("Consumer").

WHEREAS, the City and Consumer entered into an Agreement on July 23, 1992 ("1992 Agreement"), attached hereto and incorporated herein, wherein the City agreed to supply, and Consumer agreed to take, a minimum of two million gallons per day during the months of May, June, July, and August, and one million gallons per day for the remaining months, of industrial process water from waste water discharge from the City's Industrial Water Treatment Plant; and

WHEREAS, in the 1992 Agreement Consumer agreed to pay the City \$1,500.00 per month payable on or before the fifteenth day of each month, representing .05 cents per 1,000 gallons for the first million gallons delivered daily; and

WHEREAS, the 1992 Agreement is set to expire on July 23, 2022, and the City and Consumer have entered into negotiations on a new agreement and now mutually seek an extension of the 1992 Agreement; and

WHEREAS, the 1992 Agreement on Page 5 states, "[t]he foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by both parties"; and

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, and for other good and valuable consideration, the City and Consumer agree to amend Article IV of the 1992 Agreement titled "Term" (amendments in brackets) as follows:

ARTICLE IV.

Term

Section 1. Consumer shall have the option to take the quantities of industrial processed water, as defined in Article III hereof, for a minimum period of ten (10) years from the date commencing when Consumer is ready to receive such water, but not later than the date determined by Article I.

Section 2. Consumer shall have, and City hereby grants to Consumer, the right, at its option, at any time prior to six (6) months before the expiration of the Agreement, to renew and extend this Agreement for two (2) additional terms of ten (10) years. In case Consumer elects to renew and extend this Agreement, it shall signify its election by written notice mailed to the Hobbs City Manager within the above time limit. All terms, conditions and covenants contained in this Agreement shall be applicable to such extension, provided, however, that City reserves the right on the 10th, 15th, 20th, and 25th anniversaries of this Agreement to require Consumer to elect on a right-of-first refusal basis to pay monthly to the City for waters to be taken for the remaining term in excess of the monthly average for the 36 months next preceding the 10th, 15th,

20th, and 25th anniversaries (“excess waters” hereinafter) a monthly sum equal to 75.0% of the highest bid amount received by City (if City chooses to solicit such bids) for such excess waters for the remaining term for uses and purposes comparable to those to which Consumer is using the water on the said anniversary, or at City’s option, City could choose to use such excess waters solely for necessary governmental purposes for the remaining term.

[Section 3. At any time prior to the expiration of all renewals and extensions contemplated in Section 2 herein, the City and Consumer may agree to a sixty-day extension of this Agreement to afford the City and Consumer the opportunity to renegotiate a new agreement or, alternatively, allow the City the opportunity to find an alternate consumer for the industrial process water. The 60-day extension will expire on September 22, 2022, or the date of execution of a new agreement, whichever occurs first. In the event the City and Consumer agree to an extension under this Section, all other provisions then in existence from the 1992 Agreement shall remain in full force and effect. Any extension will require the approval via affirmative majority vote of the City of Hobbs City Commission. An approved sixty-day extension in no way ensures Consumer that it will receive a new agreement for the purchase of the industrial process water.]

IN WITNESS WHEREOF, the City and Consumer have executed this Agreement Extension on the day and year first above written, effective beginning July 24, 2022.

CITY OF HOBBS

S&H ENTERPRISES, INC.

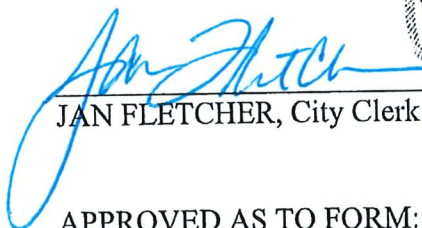


SAM D. COBB, Mayor



GARY M. SCHUBERT, President

ATTEST:



JAN FLETCHER, City Clerk



APPROVED AS TO FORM:



Efren A. Cortez, City Attorney

CITY OF HOBBS

RESOLUTION NO. 3012

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH S & H ENTERPRISES, INC., TO SUPPLY INDUSTRIAL PROCESS WATER.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be, and he hereby is, authorized to enter into an Agreement to supply industrial process water to S & H Enterprises, Inc., at a point east of the City's fourteen (14) inch pipeline on the Eunice Highway, upon the terms and conditions set forth in said Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

PASSED, ADOPTED AND APPROVED this 23 day of July, 1992.

ATTEST:


MAYOR


CITY CLERK

AGREEMENT

This Agreement is made and entered into on the 23 day of July, 1992, by and between the CITY OF HOBBS, NEW MEXICO, a municipal corporation, (hereinafter referred to as "CITY") and GARY M. SCHUBERT AND KENT HILBURN, individually, and d/b/a S&H Enterprises, Inc., a New Mexico corporation, (hereinafter referred to as "CONSUMER").

WHEREAS, CITY has constructed an Industrial Water Treatment Plant that produces an effluent of industrial process water from waste water discharged into it from the Water Reclamation Facility and from the aquifer adjacent to the present treatment plants in Hobbs, New Mexico, and has entered into contracts with Conoco, Inc.; Amoco and Shell Oil Company, Inc., for the sale of said waste water, and the above mentioned corporations being unable to use all of the waste water being provided by City.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I.

Commencement of Deliveries

Deliveries, according to the terms of this Agreement, shall begin within thirty (30) days of the issuance of a discharge plan to CONSUMER by the New Mexico Environment Department ("Department").

ARTICLE II.

Delivery Points and Pressure

CONSUMER shall provide, construct and maintain all equipment, pipeline and facilities necessary to receive the industrial water at a point east of CITY'S existing fourteen (14) inch pipeline on the Eunice Highway. Pressure at the point of delivery shall not be guaranteed by CITY. The initial tap, valve and meter necessary to connect CITY'S fourteen (14) inch line to CONSUMER'S twelve (12) inch line will be provided at no cost to CONSUMER by the City of Hobbs. Any additional tap requested by CONSUMER shall be at CONSUMER'S own cost and expense wherein they shall be required to provide all labor, valve and meter (Sparling propeller type or one of like kind and quality) necessary to effectuate such connection. All valves diverting this industrial water from CITY'S existing pipeline shall be under the control and supervision of CITY.

ARTICLE III.

Price and Quantity

CITY shall agree to provide an exclusive right to CONSUMER and CONSUMER agrees to take a minimum of two million gallons per day during the months of May, June, July and August of each year this Agreement is in effect. CITY likewise will provide an exclusive right and CONSUMER agrees to take a minimum of one million gallons per day for the remaining months of each calendar year. CONSUMER shall pay the amount of \$1500 per month, payable on or before the fifteenth day of each month, representing .05 cents per 1,000 gallons for the first million gallons delivered daily. So long as CITY is not required to provide water as per the existing contracts as enumerated above, CITY shall provide CONSUMER, at no additional cost to CONSUMER, and CONSUMER agrees to take all effluent produced on a daily basis by CITY which is not required to be delivered under existing contracts or utilized for governmental purposes as described below. If at any given time, the daily output in excess of the minimum required by CITY to provide CONSUMER is less than the current water needs of CONSUMER, CITY shall make available at CONSUMER'S request secondary water currently held underground in the plume by CITY at the energy cost required to deliver said water to CONSUMER; provided however, that CITY'S obligation under this sentence shall be limited to the quantity of water representing the maximum efficient pumping capacity of the two existing wells drilled into the plume (which capacity currently is estimated to be 500 gallons per minute per well pumping 24 hours daily), and CITY agrees to reasonably maintain the two existing wells. As provided herein, secondary water shall mean that effluent water not approved or accepted for human consumption.

It is further agreed and understood, by and between the parties, that at no time will CITY provide CONSUMER with water from its current distribution system and shall only be required to provide effluent water or secondary water from the plume as provided herein. Effluent water shall not include water used by CITY for cemetery purposes.

ARTICLE IV.

Term

Section 1. CONSUMER shall have the option to take the quantities of industrial processed water, as defined in Article III hereof, for a minimum period of ten (10) years from the date commencing when CONSUMER is ready to receive such water, but not later than the date as determined by Article I.

Section 2. CONSUMER shall have, and CITY hereby grants to CONSUMER, the right, at its option, at any time prior to six (6) months before the expiration of the Agreement, to renew and extend this Agreement for two (2) additional terms of ten (10) years. In case CONSUMER elects to renew and extend this Agreement, it shall signify its election by written notice mailed to the Hobbs City Manager within the above time limit. All terms, conditions and covenants contained in this Agreement shall be applicable to such extension, provided, however, that CITY reserves the right on the 10th, 15th, 20th and 25th anniversaries of this Agreement to require CONSUMER to elect on a right-of-first refusal basis to pay monthly to the CITY for waters to be taken for the remaining term in excess of the monthly average for the 36 months next preceding the 10th, 15th, 20th and 25th anniversaries ("excess waters" hereinafter) a monthly sum equal to 75.0% of the highest bid amount received by CITY (if CITY chooses to solicit such bids) for such excess waters for the remaining term for uses and purposes comparable to those to which CONSUMER is using the water on the said anniversary, or, at CITY'S option, CITY could choose to use such excess waters solely for necessary governmental purposes for the remaining term.

ARTICLE V.

Force Majeure

Section 1. The term "force majeure", as employed herein, shall mean Act of God, strikes, lockouts or other industrial disturbances, act of the public enemy, wars, blockages, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints and orders of the government, either Federal or State, civil or military, civil disturbances, explosions, sabotage, malicious mischief, breakage or accident to machinery or lines of pipe, freezing of wells or lines of pipe, temporary failure of water supply or temporary reduction in plant water production, temporary or permanent plugging of injection wells, inability of any party hereto to obtain necessary materials, supplies or permits due to existing or future rules, regulations, orders, laws or proclamations of government authorities (both Federal and State), including both civil and military, and any other causes, whether the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension.

Section 2. It is understood and agreed that the settlement of strikes or other labor difficulties shall be entirely within the discretion of the party having the difficulty and that the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of labor difficulties by acceding to the demands of the opposing party when such course is inadvisable in the discretion of the party having the difficulty.

Section 3. In the event either party hereto being rendered unable, wholly or in part by force majeure to carry out its obligations under this Agreement, it is agreed that such party give notice and full particulars of such force majeure in writing or by facsimile to the other party; thereupon, the obligations of the party giving the notice, so far as they are affected by force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all reasonable means to remedy the force majeure, if possible, with all reasonable dispatch.

ARTICLE VI.

Hold Harmless, Waiver of Liability and Insurance

Section 1. Each party shall hold the other party harmless from any and all damages and claims that may arise by reason of the usage of the wastewater effluent or operations of either party or of any negligence on the part of the remaining party, its agents, or employees, in going about the premises in performance of this Agreement; and in case any action is brought against the other party for any acts solely involving the employees or agents of the remaining party, the use of the wastewater effluent, or operations of the remaining party, the remaining party shall assume full responsibility for the debt thereof.

Section 2. CONSUMER represents and certifies that it shall procure and provide to CITY, proof of insurance via a Certificate of Insurance naming the City of Hobbs as additional insured in a minimum amount of ONE MILLION DOLLARS (\$1,000,000) of Commercial General Liability insurance or Farmer's Comprehensive Liability insurance including products and completed operations during the term of this Agreement or any renewals thereof.

ARTICLE VII.

Miscellaneous

Section 1. The parties hereto acknowledge and agree that during the term of this Agreement that the application and usage of such wastewater effluent as produced by CITY is governed by and subject to the rules and regulations promulgated by the New Mexico Environment Department or any other applicable governmental agency or entity having jurisdiction over CONSUMER'S usage as provided herein. CONSUMER and CITY agree to and shall at all times adhere to and comply with all the requirements as mandated by the Department as it relates to the discharge plan currently or in the future granted to the CITY as well as the discharge plan granted to CONSUMER. CONSUMER agrees to provide a true and correct copy of any discharge plan as issued to CONSUMER by the Department. CITY

agrees to provide and be responsible for laboratory analysis and preparation of test results as follows:

A. CONSUMER shall provide sampling and CITY shall provide, at no charge, testing of total dissolved solids (TDS), chlorides and nitrates, as set forth in the discharge plan as issued to CONSUMER.

B. CITY, at no charge, will provide monthly testing of the effluent as it relates to sodium content and fecal coliform counts.

Section 2. CONSUMER shall have a five (5) day grace period in which to repair any equipment or systems problems which prevent the taking of effluent as provided in Article III. If after said five (5) days CONSUMER has not rectified any said defect or fails to take the quantities of effluent as specified in Article III herein, then they will be assessed \$100 damage per day figure as liquidated damages.

Section 3. Either party shall have the right to cancel said Agreement if for more than sixty (60) days either party is in violation of any of the terms and conditions of this Agreement or the discharge plan as issued to either party by the Department.

Section 4. All notices required under this Agreement shall be given in writing. Each notice shall be sent either by certified mail, postage prepaid and return receipt requested, to the party to be notified, or by personal delivery at the address set forth herein or at such other address as either party may from time to time designate in writing.

CITY: City Manager
City of Hobbs
300 North Turner
Hobbs, New Mexico 88240

CONSUMER: Schubert & Hilburn
c/o S&H Enterprises, Inc.
P. O. Box 6056
Hobbs, New Mexico 88240

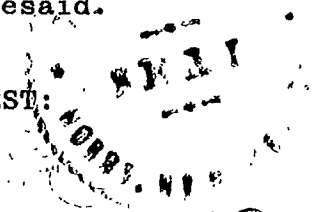
Section 5. If any part or portion of this Agreement shall be in violation of the laws or Constitution of New Mexico, only such part or portion hereof shall be thereby invalidated, and all other portions hereof shall remain valid and enforceable.

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

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

ATTEST:

THE CITY OF HOBBS, NEW MEXICO


Jorge Edmundo
CITY CLERK

By: Robert Love
MAYOR

APPROVED AS TO FORM:

Willie A. Hobbs
City Attorney

ATTEST:

S&H ENTERPRISES, INC.

[Signature]
Secretary

By: [Signature]
GARY M. SCHUBERT, President

By: [Signature]
KENT HILBURN

By: [Signature]
GARY M. SCHUBERT



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 19, 2022

SUBJECT: CONSIDERATION TO APPROVE A DEVELOPMENT AGREEMENT WITH STUARD HOMES LLC CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY HOUSING.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: September 12, 2022
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: Stuard Homes LLC has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of \$100,000.00.

Fiscal Impact:

Reviewed By: Valerie S. Chacon
Finance Department

Budget Available \$722,321.00

Single Family Housing #010100-44901-170

Attachments: Developers Request and Development Agreement.

Legal Review:

Approved As To Form:
Valerie S. Chacon
City Attorney

Recommendation:

Commission considers approval / denial of the attached Development Agreement.

Approved For Submittal By:

Kevin Robinson
Department Director
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No.
Ordinance No.
Approved
Other
Continued To:
Referred To:
Denied
File No.

CITY OF HOBBS

RESOLUTION NO. 7255

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH STUARD HOMES LLC CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY.

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

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

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

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

PASSED, ADOPTED AND APPROVED this 19th day of September, 2022.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk

MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into on this 19th day of September 2022 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and Stuard Homes LLC, 4915 W. Steel Driver Rd., 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 Municipal Boundaries.

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

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

A. Work To Be Performed.

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

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

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

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

- a. Incentive not to exceed per square footage basis:
 - i. \$5.00 per sq. ft. north of Sanger
 - ii. \$10.00 per sq. ft. south of Sanger
 - iii. Calculation based on living area only
- b. Incentive not to exceed per unit basis:
 - i. \$5,000.00 per single family unit
 - ii. \$2,500.00 per multi-family unit
- c. Incentive not to exceed fair share per linear foot of infrastructure basis:
 - i. \$90.00 per lineal front footage of complete public infrastructure, and further broken down as follows:
 1. **Water** (\$12.50 / lf):

- a. Twelve dollars fifty cents (\$12.50) 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** (\$17.50 / lf):
 - a. Seventeen dollars fifty cents (\$17.50) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
3. **Street** (\$45/ lf):
 - a. Forty five dollars (\$45) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as promulgated within the City of Hobbs Major Thoroughfare Plan);
4. **Sidewalk**:
 - a. Fifteen (\$15) per equivalent front foot of lot to which sidewalk (includes driveway with ADA accessible path) 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 One Hundred Thousand Dollars (\$100,000.00), unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued, provided the certificate of occupancy for the unit is issued after ratification of this agreement. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.
- 4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage either now or in the future, for a period not to exceed 10 years from date of issuance of a C.O., shall require

Developer to return any incentive funds received for any unit thus utilized, upon demand by the City. Developer shall record a "Declaration of Restrictive Covenants", attached hereto as Exhibit 2, to restrict such usage and to notify parties involved in future conveyances.

C. Construction Requirements.

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

D. Assignment of Agreement.

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

E. Insurance Requirements and Hold Harmless Provision.

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

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

F. Governing Law and Provisions.

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

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, including the expenses of in house counsel.

G. Final Payment and Release of Claims.

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

H. Amendments.

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

I. Breach.

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

J. Remedies Upon Breach.

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

K. Termination.

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

L. Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and

posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN and **Stuard Homes LLC, 4915 W. Steel Driver Rd., 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: _____

ATTEST:

APPROVED AS TO FORM:

JAN FLETCHER, City Clerk

Efren Cortez, City Attorney



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 19, 2022

SUBJECT: RESOLUTION TO APPROVE THE FINAL PLAN FOR WESTMINSTER HOLLOW, THIRD VILLAGE. Located north of the intersection of Brittany and Camelot within the Municipality, submitted by Del Norte Heights, Inc.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: September 12, 2022
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The Final Plan for Westminster Hollow, Third Village, is submitted by Del Norte Heights, Inc. The proposed subdivision is located north of the intersection of Brittany and Camelot within the Municipality. The proposed subdivision encompasses +/- 8.30 acres and will contain 13 single family residential lots. The Planning Board approved the Final Plans for this Subdivision on August 16, 2022 with a vote of 4 to 0. The Municipality is in receipt of an Engineer of Record Certification concerning the installation of infrastructure as to the approved construction plan set.

Fiscal Impact:

Reviewed By: Finance Department

Digitally signed by Tony Spivey, OLL, CPA
2044 - Tony Spivey, OLL, CPA - City of Hobbs, Finance
Director, email: ttonyspivey@cityofhobbs.org, c=US
Date: 2022.09.12 10:15:42 -0500

The positive impact of the new development and new housing from GRT collections and monthly utility bills of the residents should offset any expenses that the City will incur from the maintenance responsibility of streets, water and sewer lines.

Attachments: Resolution, Final Plan.

Legal Review:

Approved As To Form: Valerie S. Chacon City Attorney

Digitally signed by Valerie S. Chacon
DN: cn=Valerie S. Chacon, o=City of Hobbs, ou=City Attorney, c=US
Date: 2022.09.12 11:21:61 -0500

Recommendation:

Consideration of the Approval of the Resolution to approve the Final Plan for Westminster Hollow, Third Village.

Approved For Submittal By:

Kevin Robinson
Department Director
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. Continued To:
Ordinance No. Referred To:
Approved Denied
Other File No.

CITY OF HOBBS

RESOLUTION NO. 7256

**A RESOLUTION APPROVING THE FINAL PLAN OF WESTMINSTER HOLLOW,
THIRD VILLAGE.**

WHEREAS, Del Norte Heights, Inc. has submitted a Final Plan for Westminster Hollow, Third Village, for review by the City of Hobbs Planning Board; and

WHEREAS, the Final Plan for Westminster Hollow, Third Village was reviewed and found compliant with MC Title 16 by the City of Hobbs Planning Board and the Municipality is in receipt of the Engineer of Record Certification as to the installation of all public infrastructures.

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

1. The City of Hobbs hereby grants Final Plan Approval to Westminster Hollow, Third Village, as recommended by the City of Hobbs Planning Board; and
2. The City officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

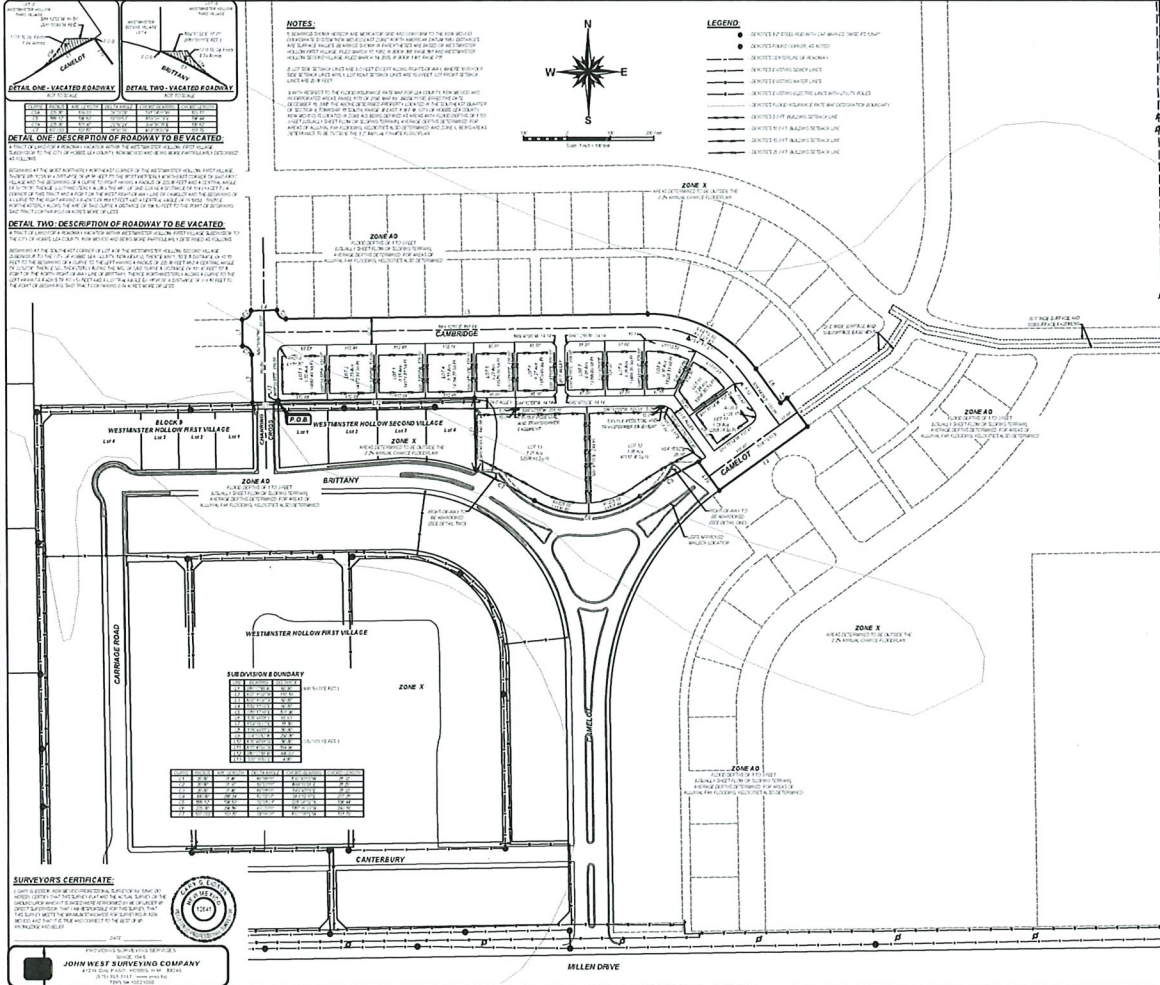
PASSED, ADOPTED AND APPROVED this 19th day of September, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, CITY CLERK

PRELIMINARY-08 NOVEMBER 2021
 REVISED AUGUST 08, 2022
 09 OCTOBER 2021 10:53 OCTOBER 2021 11:17 OCTOBER 2021 11:22 OCTOBER 2021 10:53 SEPTEMBER 2021 JULY 22, 2021
 This document shall not be recorded for any purpose and shall not be used or relied upon as a final survey document.



WESTMINSTER HOLLOW, THIRD VILLAGE
 TO THE CITY OF HOHES, LEA COUNTY, NEW MEXICO
 LOCATED IN THE IN THE SOUTHWEST QUARTER OF SECTION 16,
 TOWNSHIP 18 SOUTH, RANGE 1 EAST, MERIDIAN OF HOHES,
 LEA COUNTY, NEW MEXICO

ACKNOWLEDGMENT:

WE, THE UNDERSIGNED, THE BOARD OF SUPERVISORS OF THE CITY OF HOHES, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED SUBDIVISION IS IN ACCORDANCE WITH THE CITY CHARTER AND ORDINANCES AND IS SUBJECT TO THE CITY'S ZONING REGULATIONS.

ACKNOWLEDGMENT:

WE, THE UNDERSIGNED, THE BOARD OF SUPERVISORS OF THE CITY OF HOHES, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED SUBDIVISION IS IN ACCORDANCE WITH THE CITY CHARTER AND ORDINANCES AND IS SUBJECT TO THE CITY'S ZONING REGULATIONS.

CERTIFICATE OF MUNICIPAL APPROVAL:

THE BOARD OF SUPERVISORS OF THE CITY OF HOHES, LEA COUNTY, NEW MEXICO, HAS REVIEWED THE ABOVE DESCRIBED SUBDIVISION AND HAS APPROVED THE SAME FOR RECORDED.

ACKNOWLEDGMENT:

WE, THE UNDERSIGNED, THE BOARD OF SUPERVISORS OF THE CITY OF HOHES, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED SUBDIVISION IS IN ACCORDANCE WITH THE CITY CHARTER AND ORDINANCES AND IS SUBJECT TO THE CITY'S ZONING REGULATIONS.

ACKNOWLEDGMENT:

WE, THE UNDERSIGNED, THE BOARD OF SUPERVISORS OF THE CITY OF HOHES, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED SUBDIVISION IS IN ACCORDANCE WITH THE CITY CHARTER AND ORDINANCES AND IS SUBJECT TO THE CITY'S ZONING REGULATIONS.

ACKNOWLEDGMENT:

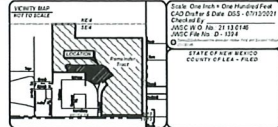
WE, THE UNDERSIGNED, THE BOARD OF SUPERVISORS OF THE CITY OF HOHES, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED SUBDIVISION IS IN ACCORDANCE WITH THE CITY CHARTER AND ORDINANCES AND IS SUBJECT TO THE CITY'S ZONING REGULATIONS.

ACKNOWLEDGMENT:

WE, THE UNDERSIGNED, THE BOARD OF SUPERVISORS OF THE CITY OF HOHES, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED SUBDIVISION IS IN ACCORDANCE WITH THE CITY CHARTER AND ORDINANCES AND IS SUBJECT TO THE CITY'S ZONING REGULATIONS.

SURVEYORS CERTIFICATE:

JOHN WEST SURVEYING COMPANY
 1111 W. 11TH ST. SUITE 100
 HOHES, NEW MEXICO 88340
 (505) 763-1111
 JOHN WEST SURVEYING COMPANY
 1111 W. 11TH ST. SUITE 100
 HOHES, NEW MEXICO 88340
 (505) 763-1111





CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 19, 2022

SUBJECT: Purchase Automatic Water Meters; Meter Replacement Project
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: September 5, 2022
SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

- Purchase automatic reading (AR) residential water meters for the Meter Replacement Project from Water Meters of New Mexico, LLC (Ruidoso Downs, NM)
- Purchase will consist of 1500 - 3/4" S30 Metron meters, 1 - 2" S130 Metron meter and 3 - 2" S130 Metron measuring chambers
- Utilizing the New Mexico Statewide Price Agreement, Amendment Number: 00-00000-20-00114
- This purchase totals \$301,825.00 not including NMGRT

Fiscal Impact: \$301,825.00 Not Including NMGRT

Reviewed By: 
Finance Department

Funds for this project are currently included in the FY2022/2023 Joint Utility Construction Budget in Account Number 61-4061-44901-00091 in the amount of \$386,325.00

Attachments:



- New Mexico Statewide Price Agreement Amendment Number: 00-00000-20-00114. Quote/Bid price \$301,825.00 not including NMGRT.

Legal Review:

Approved as to Form: 
City Attorney

Recommendation:

Award the purchase of Metron residential automatic reading water meters to Water Meters of New Mexico, LLC of Ruidoso Downs, NM in the amount of \$301,825.00 not including NMGRT.

Approved for Submittal By:

Department Director

City Manager

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____	Continued To: _____
Ordinance No. _____	Referred To: _____
Approved _____	Denied: _____
Other _____	File No. _____

Water Meters of New Mexico, LLC

Estimate

Attention: Brant Jones
 PO Box 341
 Ruicoso Downs, NM 88346

Date	Estimate #
8/11/2022	446

505-238-8012

Name / Address
City of Hobbs Accounts Payable 200 E. Broadway Hobbs, NM 88240

Project

Item	Description	Qty	Rate	Total
Hobbs--2" Metron S-130	Hobbs--2" Metron Spectrum 130--with AMR Innov8 register--PROGRAM REGISTER TO TRANSMIT SINGLE GALLONS--Lay Length 10"	1	1,025.00	1,025.00
MF-Rep--2--Repair Kit Hobbs Spectrum 30	2" S-130 Measuring Chamber, does not include register Hobbs Residential 5/8 X 3/4- water meter with Innov8 register AMR--PROGRAM REGISTER TO TRANSMIT SINGLE GALLONS	3 1,500	600.00 199.00	1,800.00 298,500.00
Shipping State Of NM Price Agreement	Shipping Statewide Price Agreement #00-00000-20-00114-AF REVISED ESTIMATE 446----REVISED	1	500.00 0.00	500.00 0.00

Subtotal		\$301,825.00
Sales Tax 6.6875%		
Total		



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
8 Vendors

Number: 00-00000-20-00114

Amendment No.: One

Term: October 20, 2020 – October 19, 2022

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

Procurement Specialist: Yuliasuti Wulandari

Telephone No.: 505-469-2248

Email: Yuliasuti.Wulndari@state.nm.us

Invoice:
As Requested

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

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from October 20, 2021 to October 19, 2022 at the same price, terms and conditions for vendors (AA) Baker Utility Supply, (AC) Mountain States Pipe & Supply, (AD) New Mexico Meters LLC, (AE) Resource Wise, LLC, (AF) Water Meters of New Mexico, (AG) Zenner Performance Meters, Inc., and (AH) Ferguson Waterworks and a price increase for vendor (AB) Core & Main as shown on Pages 2 and 3.

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

Accepted for the State of New Mexico

Valerie Paulk

Date: 8/23/2021

Mark Hayden, New Mexico State Purchasing Agent

× This Agreement was signed on behalf of the State Purchasing Agent

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 00-00000-20-00114

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Terms and Conditions
(Unless otherwise specified)

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

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 00-00000-20-00114

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

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

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

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

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

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

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

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

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

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

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

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

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 00-00000-20-00114

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Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

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

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

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

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

Statewide Price Agreement

Article I – Statement of Work

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

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

Article II – Term

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

Article III – Specifications

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

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination

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

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 00-00000-20-00114

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its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

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

Article VII – Indemnity Clause

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

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule

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

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 00-00000-20-00114

Awarded Vendors:

- (AA)** 0000046189
Baker Utility Supply
4320 2nd St NW
Albuquerque, NM 87107
Phone: (505) 884-0990
Email: glohman@bakerutility.com
Delivery: Stock to four weeks
- (AB)** 0000134320
Core & Main LP
6135 2nd Street NW
Albuquerque, NM 87107
Phone: (505) 344-0223
Email: terri.baker@coreandmain.com
Delivery: Approx 2-3 Weeks ARO
- (AC)** 0000146918
Mountain States Pipe & Supply
7765 Electronic Drive
Colorado Springs, CO 80922
Phone: (719) 634-5555
Email: pcarroll@msps.com
Delivery: F.O.B. Destination
- (AD)** 0000014068
New Mexico Meters LLC
9119 Anacapa Ave NW
Albuquerque, NM 87121
Phone: (505) 948-1645
Email: chris@newmexicometers.com
Delivery: Stock to 4 weeks
- (AE)** 0000108289
Resource Wise, LLC
6020 Midway Park Blvd. NE, Ste H
Albuquerque, NM 87109
Phone: (505) 359-5763
Email: info@resource-wise.com
aburke@resource-wise.com
Delivery: 6020 Midway Park Blvd Suite H, ABQ, NM 87109
With a single P.O. of \$25,000 or greater shipping is
FOB point of shipment pre-paid allowed
- (AF)** 0000126444
Water Meters of New Mexico
PO Box 341
Ruidoso Downs, NM 88346
Phone: (505) 238-8012
Email: bhjones46@yahoo.com
Delivery: Destination as Requested
- (AG)** 0000126456
Zenner Performance Meters, Inc. DBA Zenner USA
15280 Addison Road, Suite 240
Addison, TX 75001
Phone: (972) 386-6611 ext. 125
Email: bnance@zennerusa.com
Delivery: 4 weeks after receipt of order

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Specifications:

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

The specifications are intended to describe items for use by the ordering agency, which will operate efficiently and safely. The design specifications incorporated herein are intended to describe such unit, and to set forth minimal performance parameters required by the State of New Mexico. The State reserves the right to accept minor variances in product design and/or operation offered by bidders if such acceptance is determined to be in the best interest of the State.

Term:

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

Method of Award:

Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, the State reserves the right to award to multiple vendors per item, which would result in a multiple award. Multiple awards are recommended to ensure availability and timely delivery.

Payment Provisions:

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

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

Final payment shall be made within thirty (30) days after the work has been approved and accepted by the Department's Secretary or his duly authorized representative.

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

Payment or Acceptance Not Conclusive:

No payment made under this agreement shall be conclusive evidence of the performance of the contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance

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of defective work or improper materials, nor relieve the vendor from corrections of the defects. The final acceptance shall not be binding upon the user agency or the State, nor conclusive, should it subsequently develop the vendor had furnished inferior items or had departed from the specifications and/or the terms of the agreement. Should such conditions become evident, the user agency shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the vendor.

Price:

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

Escalation/Reduction:

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

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

Shipping Note:

Prepay freight and add to invoice as a separate item.

Inspection of Work:

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

General Conditions:

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

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

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

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

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Manufacturer:

All equipment offered shall be of a single manufacturer. The manufacturer shall have a minimum of ten (10) years of manufacturing and field experience with the Water Meters quoted. The manufacturer of the equipment offered must have a minimum of ten (10) years' experience manufacturing Water Meters. The manufacturer shall have a minimum of five (5) years of manufacturing and field experience with the Encoded Registers quoted. The manufacturer shall have a minimum of three (3) years of manufacturing and field experience with the Remote Receptacle unit quoted. The manufacturer shall have a minimum of two (2) years of manufacturing and field experience with the Radio Frequency Capable Reader quoted. The manufacturer shall have a minimum of two (2) years of manufacturing and field experience with the Meter Transceiver Unit quoted.

Warranties:

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

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

Installation, Maintenance and Operating Instructions:

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

Sales, Service and Parts Availability:

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

Additional Bidding Requirements and Information:

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

Minimum Specifications:**A) Cold Water Meters**

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

Standard:

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

Type:

Water meter shall be of the ultrasonic, magnetic, positive displacement, single-jet, multi-jet, turbine or compound type, Remote Disconnect meter (RDM). The disconnect portion of the RDM shall be integral and it shall work with both Drive By (AMR) and AMI systems without any software or hardware add-ons.

Main Casing:

The outer main case shall be lead free as defined in the Reduction of Lead in Drinking Water Act, polymer or stainless steel and shall have the direction of flow cast into it. The serial number should be permanently affixed or stamped into

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the case so that it can be read from directly above the water meter. The meter must be adaptable to a programmable encoder type register without interruption of water service.

Register:

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

Manufacturer:

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

Warranties:

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

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

Standard:

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

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

- 1) Meter Register Assembly
- 2) Signal Encoder Assembly
- 3) Transmission Wire or Cable, if needed:
Bidder shall submit additional information for cable assembly lengths that differ substantially from lengths shown on the Bid Form
- 4) Remote Receptacle Assembly:
A pitlud-mounted assembly and a wall-mounted assembly shall both be included in the bid. The materials of construction shall be durable, corrosion resistant, unaffected by water and condensation and resistant to ultraviolet degradation.
- 5) Portable Data-Acquisition Unit, Portable Display Unit, and Software:
The Portable Data-Acquisition Unit shall come pre-programmed with Software that enables it to receive and store the meter reading and route data and display the data on the Portable Visual-Display Unit. The Software shall be compatible with the Utility System Software and include any necessary technical support for billing software interface as part of the equipment purchase price so that data can be downloaded to the Portable Data-Acquisition Unit and also so that data is available to the Utility System Software for uploading. The data shall include, at a minimum, meter reading in gallons or cubic feet, date and time of reading, mode of read (manual or automatic), error messages and meter identification number. The Software shall have the capability to be reprogrammed by the user. Information on

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operation and programming of the unit must be included with the bid proposal. The Portable Visual-Display Unit shall be included in bid for the Portable Data-Acquisition Unit.

C) Radio Meter Reading System

General:

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

All components (Meter, Transmitter, and Software) should be made and supported by the same manufacturer. Manufacturer combining technology from different companies may not be accepted.

Radio Frequency Capable Reader:

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

Meter Transceiver Unit:

Each Meter Transceiver Unit shall have a unique factory programmed, permanent identification number. The units shall feature "auto detect" functionality to detect the type of encoder connected and shall not require reprogramming in the field to change from AMR to AMI. The Unit must be capable of being submerged in water, such as in a meter box, without altering its functionality or if of a wall mount design shall be splash resistant and withstand a 200 hour salt fog test as specified in NEMA 4 standard. **The bidder must submit, at a minimum, a bid for a meter box mounted Unit.** The meter box mounted Unit shall mount in an industry standard 1-3/4" hole. The Unit shall be battery powered. Battery life expectancy shall be at least ten (10) years under normal conditions and when installed according to manufacturer specifications. The battery shall be warranted for a minimum of ten (10) years from date of factory shipment. . The battery is not removable or field replaceable to ensure reliability throughout the life of the product. The Unit shall be housed in sturdy molded plastic and/or metal housing and contain an integral antenna. The Unit shall be capable of being mounted in an underground meter box. The Unit shall have sufficient length wires to allow for opening of meter box and removal of the Unit without jeopardizing the electrical connections. The Unit shall operate with a wire length of at least 25 feet. Data must be retrievable at any time or transmitted at least once every fifteen (15) seconds. The unit shall operate in temperatures ranging from -20°F to 135°F.

Each Meter Transceiver Unit shall have an integral antennae and be hermetically sealed from the factory. All transmitters shall be capable of 2 way communication and be able to be read either through drive by (AMR) or a fixed network (AMI) type of reading system. Transmitters that only work with one type or the other and cannot be field updated to work with both will not be accepted. Transmitters must be able to receive firmware updates in the field so as not to be rendered incompatible with new versions of software being implemented. Transmitters shall be configured to

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work with through the lid or under the lid mounting systems. The unit shall be warrantied for at least 10 years full replacement and 10 years pro-rated. All transmitters shall be usable for the full 20 year warranty timeline.

Technical Support:

All technical support shall be available for immediate connection. No systems where customers log calls and wait for a call back shall be accepted. Technical support is available at a cost. In order to receive any software upgrades or resolve equipment issues, the agency must purchase the technical support as listed in Item 037.

D) Water System Software

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

All software updates will be provided at no cost to customers who are current with technical support subscriptions. All software will be backwards compatible to transmitters in the field with a firmware update of existing transmitters. No third party software to control any portion of the AMR/AMI system will be allowed.

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

****Bidders can use additional Items Page sheet(s) to provide various meter types/sizes/registers/quantities.****

Bids may be submitted for the following meter types:

Positive Displacement
 Single Jet
 Multi-jet
 Electromagnet
 Ultrasonic
 Turbine Compound
 RDM meters

Bids may be submitted for the following meter sizes:

5/8 -inch
 5/8x3/4-inch
 3/4-inch
 1-inch
 1-1/2-inch

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2-inch
3-inch
4-inch
6-inch
8-inch

Bids may be submitted for the following meter register types:

Direct Read
Encoder
Radio Read

Bids may be submitted for varying equipment quantities if different unit prices will be applied to the following quantities purchased:

2-99
100-499
500-999
1000-2999
3000 or more

Item 039:

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

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

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	1	Each	Cold Water Meter Type: Positive Displacement Register Type: Size: 5/8-inch 5/8x3/4-inch 3/4-inch 1-inch 1-1/2-inch 2-inch 3-inch 4-inch 6-inch 8-inch	
			(AA) Direct Read Positive Displacement 5/8 inch meter, Bronze Case, Cast Iron Bottom.	Add \$11.75 for Bronze Bottom
			1-99	\$62.00
			100-499	\$61.00
			500-999	\$58.00
			1000-2999	\$58.00
			3000 or more	\$56.00
			(AA) Encoder Register Positive Displacement 5/8 inch meter, Bronze Case, Cast Iron Bottom	Add \$11.75 for Bronze Bottom
			1-99	\$110.00
			100-499	\$108.00
500-999	\$106.00			
1000-2999	\$105.00			
3000 or more	\$105.00			
(AA) Direct Read Positive Displacement 5/8 inch meter, Polymer Case, Polymer Bottom.				
1-99	\$52.00			
100-499	\$51.00			
500-999	\$51.00			
1000-2999	\$50.00			
3000 or more	\$48.00			
(AA) Encoder Register Positive Displacement 5/8 inch meter, Polymer Case, Polymer Bottom				
1-99	\$110.00			
100-499	\$108.00			
500-999	\$106.00			
1000-2999	\$105.00			
3000 or more	\$105.00			

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	1	Each	Cold Water Meter Type: Positive Displacement	
			(AA) Direct Read Positive Displacement 5/8 x 3/4 inch meter, Bronze Case, Cast Iron Bottom.	Add \$11.75 for Bronze Bottom
			1-99	\$62.00
			100-499	\$61.00
			500-999	\$58.00
			1000-2999	\$58.00
			3000 or more	\$56.00
			(AA) Encoder Register Positive Displacement 5/8 x 3/4 inch meter, Bronze Case, Cast Iron Bottom	Add \$11.75 for Bronze Bottom
			1-99	\$110.00
			100-499	\$108.00
			500-999	\$106.00
			1000-2999	\$105.00
			3000 or more	\$105.00
			(AA) Direct Read Positive Displacement 5/8 x 3/4 inch meter, Polymer Case, Polymer Bottom.	
1-99	\$52.00			
100-499	\$51.00			
500-999	\$51.00			
1000-2999	\$50.00			
3000 or more	\$48.00			
(AA) Encoder Register Positive Displacement 5/8 x 3/4 inch meter, Polymer Case, Polymer Bottom				
1-99	\$110.00			
100-499	\$108.00			
500-999	\$106.00			
1000-2999	\$106.00			
3000 or more	\$105.00			
(AA) Direct Read Positive Displacement 3/4 x 7 1/2 inch meter, Bronze Case, Cast Iron Bottom.	Add \$9.00 for Bronze Bottom			
1-99	\$82.00			
100-499	\$80.00			
500-999	\$80.00			
1000-2999	\$78.00			
3000 or more	\$76.00			
(AA) Encoder Register Positive Displacement 3/4 x 7 1/2 inch meter, Bronze Case, Cast Iron Bottom	Add \$9.00 for Bronze Bottom			
1-99	\$140.00			
100-499	\$140.00			
500-999	\$138.00			
1000-2999	\$138.00			
3000 or more	\$135.00			

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	1	Each	Cold Water Meter Type: Positive Displacement	
			(AA) Direct Read Positive Displacement 3/4 x 9 inch meter, Bronze Case, Cast Iron Bottom.	Add \$9.00 for Bronze Bottom
			1-99	\$84.00
			100-499	\$82.00
			500-999	\$80.00
			1000-2999	\$79.00
			3000 or more	\$79.00
			(AA) Encoder Register Positive Displacement 3/4 x 9 inch meter, Bronze Case, Cast Iron Bottom	Add \$9.00 for Bronze Bottom
			1-99	\$136.00
			100-499	\$135.00
			500-999	\$133.00
			1000-2999	\$131.00
			3000 or more	\$131.00
			(AA) Direct Read Positive Displacement 1 inch meter, Bronze Case, Cast Iron Bottom.	Add \$9.00 for Bronze Bottom
1-99	\$132.00			
100-499	\$131.00			
500-999	\$130.00			
1000-2999	\$125.00			
3000 or more	\$120.00			
(AA) Encoder Register Positive Displacement 1 inch meter, Bronze Case, Cast Iron Bottom	Add \$9.00 for Bronze Bottom			
1-99	\$184.00			
100-499	\$182.00			
500-999	\$180.00			
1000-2999	\$179.00			
3000 or more	\$175.00			
(AA) Direct Read Positive Displacement 1 inch meter, Polymer Case, Polymer Bottom.				
1-99	\$106.00			
100-499	\$104.00			
500-999	\$102.00			
1000-2999	\$102.00			
3000 or more	\$99.00			
(AA) Encoder Register Positive Displacement 1 inch meter, Polymer Case, Polymer Bottom.				
1-99	\$215.00			
100-499	\$213.00			
500-999	\$211.00			
1000-2999	\$211.00			
3000 or more	\$207.00			

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	1	Each	Cold Water Meter Type: Positive Displacement	
			(AA) Direct Read Positive Displacement 1 1/2 inch meter, Bronze Case	
			1-99	\$330.00
			100-499	\$330.00
			500-999	\$325.00
			1000-2999	\$325.00
			3000 or more	\$323.00
			(AA) Encoder Register Positive Displacement 1 1/2 inch meter, Bronze Case	
			1-99	\$375.00
			100-499	\$375.00
			500-999	\$372.00
			1000-2999	\$372.00
			3000 or more	\$370.00
			(AA) Direct Read Positive Displacement 2 inch meter, Bronze Case	
			1-99	\$470.00
			100-499	\$470.00
			500-999	\$465.00
			1000-2999	\$465.00
			3000 or more	\$460.00
			(AA) Encoder Register Positive Displacement 2 inch meter, Bronze Case	
1-99	\$525.00			
100-499	\$425.00			
500-999	\$423.00			
1000-2999	\$423.00			
3000 or more	\$420.00			
(AB) Register Type: R900i (ProCoder or E-Coder)				
Size:				
5/8-inch	\$231.08			
5/8x3/4-inch	\$231.08			
3/4-inch	\$262.79			
1-inch	\$302.96			
1-1/2-inch	\$478.17			
2-inch	\$561.60			
3-inch	No Bid			
4-inch	N/A			
6-inch	N/A			
8-inch	N/A			

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	1	Each	Cold Water Meter	
			Type: Positive Displacement	
			(AD) Register Type: Direct Read	
			Size:	
			5/8-inch	\$60.00
			5/8x3/4-inch	\$60.00
			3/4-inch	\$90.00
			1-inch	\$150.00
			1-1/2-inch	\$345.00
			2-inch	\$400.00
			3-inch	No Bid
			4-inch	No Bid
			6-inch	No Bid
			8-inch	No Bid
			(AF) Cold Water Meter Altair	\$199.00
			Type: Positive Displacement	
			Register Type: AMR / Direct read	
			Size:	
			5/8-inch	No Bid
			5/8x3/4-inch Altair Piston	\$199.00
			3/4-inch	No Bid
1-inch	No Bid			
1-1/2-inch	No Bid			
2-inch	No Bid			
3-inch	No Bid			
4-inch	No Bid			
6-inch	No Bid			
8-inch	No Bid			
(AG) Register Type: Direct Read				
Size:				
5/8-inch	\$39.80			
5/8x3/4-inch	\$39.80			
3/4-inch	\$56.10			
1-inch	\$89.30			
1-1/2-inch	\$247.99			
2-inch	\$328.09			
3-inch	N/A			
4-inch	N/A			
6-inch	N/A			
8-inch	N/A			

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	1	Each	Cold Water Meter Type: Positive Displacement	
			(AG) Register Type: Encoded	
			Size:	
			5/8-inch	\$54.00
			5/8x3/4-inch	\$54.00
			3/4-inch	\$69.71
			1-inch	\$102.92
			1-1/2-inch	\$261.98
			2-inch	\$342.08
			3-inch	N/A
4-inch	N/A			
6-inch	N/A			
8-inch	N/A			
002	1	Each	Cold Water Meter Type: Single Jet	
			(AD) Register Type: Encoder	
			Size:	
			5/8-inch	\$95.50
			5/8x3/4-inch	\$95.50
			3/4-inch	\$127.00
			1-inch	\$180.00
			1-1/2-inch	\$410.00
			2-inch	\$555.00
			3-inch	No Bid
			4-inch	No Bid
			6-inch	No Bid
			8-inch	No Bid
			(AF) Register Type: AMR / Direct Read	\$199.00
			Size:	
			5/8-inch Spectrum 25D	\$199.00
			5/8x3/4-inch Spectrum 30D	\$199.00
			3/4-inch Spectrum 30DL	\$199.00
			1-inch Spectrum 50D	\$345.00
1-1/2-inch Spectrum 88DL	\$650.00			
2-inch Spectrum 130D	\$1,045.00			
3-inch Spectrum 175D	\$1,695.00			
4-inch Spectrum 500D	\$2,695.00			
6-inch Spectrum 1000D	\$3,650.00			
8-inch Spectrum 28000D	\$6,950.00			

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Item	Approx. Qty.	Unit	Article and Description	Unit Price			
003	1	Each	Cold Water Meter Type: Multi-Jet				
			(AG) Register Type: Direct Read Size: 5/8-inch \$41.27 5/8x3/4-inch \$41.27 3/4-inch Short length \$41.50 1-inch \$88.36 1-1/2-inch \$185.24 2-inch \$233.94 3-inch N/A 4-inch N/A 6-inch N/A 8-inch N/A				
			(AG) Register Type: Encoded Size: 5/8-inch \$55.27 5/8x3/4-inch \$55.27 3/4-inch \$55.50 1-inch \$88.36 1-1/2-inch \$200.32 2-inch \$248.79 3-inch N/A 4-inch N/A 6-inch N/A 8-inch N/A				
			004	1	Each	Cold Water Meter Type: Electromagnet	
						(AA) Mag Meter, Hard Rubber Liner, Meter Mount 2" \$1,985.00 3" \$2,130.00 4" \$2,285.00 6" \$2,615.00 8" \$3,085.00	Add \$435.00 for Remote Mount
						(AA) Mag Meter, Battery Powered, Hard Rubber Liner, Meter Mount 2" \$2,220.00 3" \$2,475.00 4" \$2,510.00 6" \$2,875.00 8" \$3,395.00	Add \$435.00 for Remote Mount

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
005	1	Each	Cold Water Meter Type: Ultrasonic Register Type: Size: 5/8-inch 5/8x3/4-inch 3/4-inch 1-inch 1-1/2-inch 2-inch 3-inch 4-inch 6-inch 8-inch	
			(AA) Encoder Register Ultrasonic 5/8 inch meter, Stainless Steel Body 1-99 100-499 500-999 1000-2999 3000 or more	 \$150.00 \$148.00 \$145.00 \$145.00 \$140.00
			(AA) Encoder Register Ultrasonic 5/8 inch meter, Polymer Body 1-99 100-499 500-999 1000-2999 3000 or more	 \$125.00 \$123.00 \$120.00 \$120.00 \$115.00
			(AA) Encoder Register Ultrasonic 5/8 x 3/4 inch meter, Stainless Steel Body 1-99 100-499 500-999 1000-2999 3000 or more	 \$150.00 \$148.00 \$145.00 \$145.00 \$145.00
			(AA) Encoder Register Ultrasonic 5/8 x 3/4 inch meter, Polymer Body 1-99 100-499 500-999 1000-2999 3000 or more	 \$125.00 \$123.00 \$120.00 \$120.00 \$115.00

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
005	1	Each	Cold Water Meter Type: Ultrasonic	
			(AA) Encoder Register Ultrasonic 5/8 x 3/4 inch meter, Stainless Steel Body 1-99 \$150.00 100-499 \$148.00 500-999 \$145.00 1000-2999 \$145.00 3000 or more \$145.00	
			(AA) Encoder Register Ultrasonic 3/4 x 7 1/2 inch meter, Stainless Steel Body 1-99 \$170.00 100-499 \$170.00 500-999 \$168.00 1000-2999 \$168.00 3000 or more \$165.00	
			(AA) Encoder Register Ultrasonic 3/4 x 7 1/2 inch meter, Polymer Body 1-99 \$135.00 100-499 \$133.00 500-999 \$130.00 1000-2999 \$130.00 3000 or more \$128.00	
			(AA) Encoder Register Ultrasonic 3/4 x 9 inch meter, Stainless Steel Body 1-99 \$176.00 100-499 \$174.00 500-999 \$170.00 1000-2999 \$170.00 3000 or more \$168.00	
			(AA) Encoder Register Ultrasonic 3/4 x 9 inch meter, Polymer Body 1-99 \$146.00 100-499 \$144.00 500-999 \$142.00 1000-2999 \$142.00 3000 or more \$140.00	

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
005	1	Each	Cold Water Meter Type: Ultrasonic	
			(AA) Encoder Register Ultrasonic 1 inch meter, Stainless Steel Body	
			1-99	\$198.00
			100-499	\$195.00
			500-999	\$193.00
			1000-2999	\$193.00
			3000 or more	\$190.00
			(AA) Encoder Register Ultrasonic 1 inch meter, Polymer Body	
			1-99	\$166.00
			100-499	\$163.00
			500-999	\$161.00
			1000-2999	\$161.00
			3000 or more	\$158.00
			(AA) Encoder Register Ultrasonic 1 1/2 inch meter, Stainless Steel Body	
			1-99	\$475.00
			100-499	\$470.00
			500-999	\$468.00
1000-2999	\$468.00			
3000 or more	\$458.00			
(AA) Encoder Register Ultrasonic 2 inch meter, Stainless Steel Body				
1-99	\$640.00			
100-499	\$635.00			
500-999	\$630.00			
1000-2999	\$630.00			
3000 or more	\$625.00			
(AB) Register Type: E-Coder R900i				
Size:				
5/8-inch	\$297.63			
5/8x3/4-inch	\$297.63			
3/4-inch	\$310.53			
1-inch	\$323.42			
1-1/2-inch	\$542.57			
2-inch	\$568.36			
3-inch x 12"	\$2,174.64			
4-inch x 14"	\$2,759.03			
6-inch x 18"	\$4,482.35			
8-inch	N/A			

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
005	1	Each	Cold Water Meter Type: Ultrasonic	
			(AE) Type: Ultrasonic flowIQ 2250 & 3250 ALD (Acoustic Leak Detention). This meter includes built in leak correlators to detect leaks on the distribution side. Register Type: Integrated AMR/AMI RF Radio & Register - Meter Body, Radio & Register are one unit. Size:	0% discount
			5/8-inch - flowIQ 2250	\$280.00
			5/8x3/4-inch - flowIQ 2250	\$280.00
			3/4-inch - flowIQ 2250	\$290.00
			1-inch -flowIQ 3250	\$325.00
			1-1/2-inch - flowIQ 3250	\$745.00
			2-inch - flowIQ 3250	\$840.00
			3-inch - flowIQ 3250	\$1,740.00
			4-inch - flowIQ 3250	\$2,450.00
			6-inch	No Bid
			8-inch	No Bid
			(AE) Type: Ultrasonic flowIQ 2100 & 3101 AMR Register Type: Integrated AMR RF Radio & Register - Meter Body, Radio & Register are one unit. Please see flowIQ 2100 & 3101 AMR Data Sheet	0% discount
			Size:	
			5/8-inch - flowIQ 2100	\$280.00
			5/8x3/4-inch - flowIQ 2100	\$280.00
			3/4-inch - flowIQ 2100	\$290.00
			1-inch -flowIQ 3101	\$325.00
			1-1/2-inch - flowIQ 3101	\$745.00
			2-inch - flowIQ 3101	\$840.00
			3-inch - flowIQ 3101	\$1,740.00
			4-inch - flowIQ 3101	\$2,450.00
			6-inch	No Bid
			8-inch	No Bid
			(AG) Register Type: Direct Read	
			Size:	
			5/8-inch	\$68.25
			5/8x3/4-inch	\$68.25
			3/4-inch	\$76.56
			1-inch	\$112.71
			1-1/2-inch	\$144.20
			2-inch	\$572.11
			3-inch	\$612.33
			4-inch	\$676.00
			6-inch	\$827.91
			8-inch	\$951.74

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
005	1	Each	Cold Water Meter Type: Ultrasonic	
			(AG) Register Type: Encoded	
			Size:	
			5/8-inch	\$93.45
			5/8x3/4-inch	\$93.45
			3/4-inch	\$96.97
			1-inch	\$112.71
			1-1/2-inch	\$171.08
			2-inch	\$625.22
006	1	Each	Cold Water Meter Type: Turbine Compound Register Type:	
			Size:	
			5/8-inch	
			5/8x3/4-inch	
			3/4-inch	
			1-inch	
			1-1/2-inch	
			2-inch	
			3-inch	
			4-inch	
			6-inch	
			8-inch	
			(AA) Direct Read Turbine 1 1/2 inch meter, Bronze Case	
			1-99	\$510.00
			100-499	\$510.00
			500-999	\$500.00
			1000-2999	\$500.00
			3000 or more	\$493.00
(AA) Encoder Register Turbine 1 1/2 inch meter, Bronze Case				
1-99	\$690.00			
100-499	\$690.00			
500-999	\$675.00			
1000-2999	\$675.00			
3000 or more	\$650.00			

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
006	1	Each	Cold Water Meter Type: Turbine Compound	
			(AA) Direct Read Turbine 2 inch meter, Bronze Case	
			1-99	\$695.00
			100-499	\$695.00
			500-999	\$690.00
			1000-2999	\$690.00
			3000 or more	\$675.00
			(AA) Encoder Register Turbine 2 inch meter, Bronze Case	
			1-99	\$725.00
			100-499	\$725.00
			500-999	\$725.00
			1000-2999	\$720.00
			3000 or more	\$720.00
(AA) Direct Read Turbine 3 inch meter, Bronze Case				
1-99	\$775.00			
100-499	\$775.00			
500-999	\$770.00			
1000-2999	\$770.00			
3000 or more	\$725.00			
(AA) Encoder Register Turbine 3 inch meter, Bronze Case				
1-99	\$855.00			
100-499	\$855.00			
500-999	\$850.00			
1000-2999	\$850.00			
3000 or more	\$840.00			
(AA) Direct Read Turbine 4 inch meter, Bronze Case				
1-99	\$1,025.00			
100-499	\$1,025.00			
500-999	\$1,015.00			
1000-2999	\$1,015.00			
3000 or more	\$1,075.00			
(AA) Encoder Register Turbine 4 inch meter, Bronze Case				
1-99	\$1,135.00			
100-499	\$1,130.00			
500-999	\$1,130.00			
1000-2999	\$1,125.00			
3000 or more	\$1,125.00			

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
006	1	Each	Cold Water Meter Type: Turbine Compound	
			(AA) Direct Read Compound 4 inch meter, Bronze Case	
			1-99	\$2,440.00
			100-499	\$2,440.00
			500-999	\$2,420.00
			1000-2999	\$2,420.00
			3000 or more	\$2,400.00
			(AA) Encoder Register Compound 4 inch meter, Bronze Case	
			1-99	\$2,600.00
			100-499	\$2,600.00
			500-999	\$2,575.00
			1000-2999	\$2,575.00
			3000 or more	\$2,500.00
			(AA) Direct Read Compound 6 inch meter, Bronze Case	
			1-99	\$3,575.00
			100-499	\$3,575.00
			500-999	\$3,550.00
			1000-2999	\$3,550.00
			3000 or more	\$3,400.00
			(AA) Encoder Register Compound 6 inch meter, Bronze Case	
			1-99	\$3,750.00
			100-499	\$3,750.00
			500-999	\$3,600.00
			1000-2999	\$3,600.00
			3000 or more	\$3,500.00
			(AB) Type: Compound	
			Register Type: R900i (ProCoder or E-Coder)	
			Size:	
			5/8-inch	N/A
			5/8x3/4-inch	N/A
			3/4-inch	N/A
			1-inch	N/A
			1-1/2-inch	N/A
			2-inch	\$1,739.56
			3-inch	\$2,327.40
			4-inch	\$2,969.04
			6-inch	\$4,724.10
			8-inch	N/A

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
006	1	Each	Cold Water Meter Type: Turbine Compound	
			(AF) Register Type: AMR / Direct read Size: 5/8-inch 5/8x3/4-inch 3/4-inch 1-inch 1-1/2-inch 2-inch 3-inch 4-inch 6-inch 8-inch	No Bid No Bid No Bid No Bid No Bid \$525.00 \$950.00 \$1,500.00 \$2,150.00 No Bid
			(AG) Register Type: Direct Read - Bronze Turbine Size: 5/8-inch 5/8x3/4-inch 3/4-inch 1-inch 1-1/2-inch 2-inch 3-inch 4-inch 6-inch 8-inch	N/A N/A N/A N/A \$447.00 \$284.89 \$519.07 \$708.25 \$1,033.96 \$1,899.53
			(AG) Register Type: Encoded - Bronze Turbine Size: 5/8-inch 5/8x3/4-inch 3/4-inch 1-inch 1-1/2-inch 2-inch 3-inch 4-inch 6-inch 8-inch	N/A N/A N/A N/A \$450.07 \$302.71 \$535.40 \$724.55 \$1,046.86 \$1,913.53

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
006	1	Each	Cold Water Meter Type: Turbine Compound	
			(AG) Register Type: Encoded - Cast Iron Turbine Size: 5/8-inch N/A 5/8x3/4-inch N/A 3/4-inch N/A 1-inch N/A 1-1/2-inch N/A 2-inch \$250.13 3-inch \$337.40 4-inch \$386.96 6-inch \$614.20 8-inch \$837.86	
			(AG) Register Type: Direct Read - Cast Iron Turbine Size: 5/8-inch N/A 5/8x3/4-inch N/A 3/4-inch N/A 1-inch N/A 1-1/2-inch N/A 2-inch \$217.46 3-inch \$304.73 4-inch \$354.30 6-inch \$581.53 8-inch \$805.20	
			(AG) Register Type: Direct Read - Bronze Compound Size: 5/8-inch N/A 5/8x3/4-inch N/A 3/4-inch N/A 1-inch N/A 1-1/2-inch N/A 2-inch \$1,177.76 3-inch \$1,564.59 4-inch \$1,991.53 6-inch \$3,513.04 8-inch - Cast Iron Only \$5,012.99	

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
008	1	Each	Encoder-Type Remote-Registration Systems for Cold Water Meters:	
			(AA)	
			Qty 2-99	\$65.00
			Qty 100-499	\$65.00
			Qty 500-999	\$65.00
			Qty 1000-2999	\$65.00
			Qty 3000 or more	\$65.00
			(AB) Encoder-Type Remote-Registration Systems for Cold Water Meters: (ProCoder Stand-Alone)	\$77.03
			Qty 2-99	\$77.03
			Qty 100-499	\$77.03
			Qty 500-999	\$70.61
			Qty 1000-2999	\$70.61
			Qty 3000 or more	\$70.61
			(AD)	
			Qty 2-99	\$120.00
			Qty 100-499	\$110.00
			Qty 500-999	\$100.00
			Qty 1000-2999	\$95.00
			Qty 3000 or more	\$90.00
(AF)				
Qty 2-99	\$135.00			
Qty 100-499	\$135.00			
Qty 500-999	\$135.00			
Qty 1000-2999	\$135.00			
Qty 3000 or more	\$135.00			
(AG)				
Qty 2-99 ZENNER ETRU	\$16.33			
Qty 100-499	\$16.33			
Qty 500-999	\$16.33			
Qty 1000-2999	\$16.33			
Qty 3000 or more	\$16.33			

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
009	1	Each	Portable Data-Acquisition Unit with Visual Display Unit	
			(AA)	\$7,500.00
			(AB) Belt Clip & Tablet	\$3,746.91
			(AC)	\$21,500.00
			(AD)	\$600.00
			(AE) Tablet connects to READy converter (line item 22) via Bluetooth. Please see FZ-N1 Data Sheet	\$2,600.00
			(AF) Tablet Computer w/ receiver, cables antenna, reading software	\$3,500.00
			(AG) Zenner Mobile Kit + Laptop	\$3,350.00
010	1	Each	Remote Receptacle, Pitlid Mounted (including 6 foot signal transmission assembly)	
			(AA)	\$30.00
			Qty 2-99	\$30.00
			Qty 100-499	\$30.00
			Qty 500-999	\$30.00
			Qty 1000-2999	\$30.00
			Qty 3000 or more	\$30.00
			(AB)	\$14.04
			Qty 2-99	\$14.04
			Qty 100-499	\$14.04
			Qty 500-999	\$14.04
			Qty 1000-2999	\$14.04
			Qty 3000 or more	\$14.04
			(AC)	\$80.00
			Qty 2-99	\$80.00
			Qty 100-499	\$80.00
			Qty 500-999	\$76.25
Qty 1000-2999	\$76.25			
Qty 3000 or more	\$76.25			
(AE) Please see flowIQ 2250 & 3250 Pit Antenna Data Sheet	0% discount			
Qty 2-99	\$55.00			
Qty 100-499	\$55.00			
Qty 500-999	\$55.00			
Qty 1000-2999	\$55.00			
Qty 3000 or more	\$55.00			

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
010	1	Each	Remote Receptacle, Pitlid Mounted (including 6 foot signal transmission assembly)	
			(AF)	\$40.00
			Qty 2-99	\$40.00
			Qty 100-499	\$40.00
			Qty 500-999	\$40.00
			Qty 1000-2999	\$40.00
			Qty 3000 or more	\$40.00
			(AG) ZENNER STEALTH MIU w Lidlock	\$97.50
			Qty 2-99	\$92.00
			Qty 100-499	\$84.50
Qty 500-999	\$79.50			
Qty 1000-2999	\$77.50			
Qty 3000 or more				
011	1	Each	Remote Receptacle, Wall Mounted:	
			(AA)	\$30.00
			Qty 2-99	\$30.00
			Qty 100-499	\$30.00
			Qty 500-999	\$30.00
			Qty 1000-2999	\$30.00
			Qty 3000 or more	\$30.00
			(AB)	\$14.04
			Qty 2-99	\$14.04
			Qty 100-499	\$14.04
			Qty 500-999	\$14.04
			Qty 1000-2999	\$14.04
			Qty 3000 or more	\$14.04
			(AC)	\$79.00
			Qty 2-99	\$79.00
			Qty 100-499	\$79.00
Qty 500-999	\$75.25			
Qty 1000-2999	\$75.25			
Qty 3000 or more	\$75.25			
(AE) Please see flowIQ 2250 & 3250 Pit Antenna Data Sheet	0% discount			
Qty 2-99	\$55.00			
Qty 100-499	\$55.00			
Qty 500-999	\$55.00			
Qty 1000-2999	\$55.00			
Qty 3000 or more	\$55.00			

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
011	1	Each	Remote Receptacle, Wall Mounted:	
			(AF)	\$40.00
			Qty 2-99	\$40.00
			Qty 100-499	\$40.00
			Qty 500-999	\$40.00
			Qty 1000-2999	\$40.00
			Qty 3000 or more	\$40.00
			(AG) ZENNER STEALTH MIU w MIU Enclosure	
			Qty 2-99	\$100.50
			Qty 100-499	\$95.00
Qty 500-999	\$87.50			
Qty 1000-2999	\$82.50			
Qty 3000 or more	\$80.50			
012	500	Foot Roll	Signal Transmission Wire & Connectors :	
			Qty 1000 foot roll	
			Connectors, per 100	
			Connectors, per 1000	
			(AA)	\$7.50
			Qty 1000 foot roll	\$125.00
			Connectors, per 100	\$350.00
			Connectors, per 1000	\$400.00
			(AB)	N/A
			Qty 1000 foot roll	\$157.92
Connectors, per 100	\$57.77			
Connectors, per 1000	N/A			
(AE) Encoded Cables w/ Connector for Encoded Output flowIQ 2100 & 3101 Cable & Connector Only				
Nicor 5'	\$18.00			
Itron 5'	\$35.00			
Metal Sheathed Itron 5'	\$35.80			
Open 3 wire 5'	\$10.00			
Sensus TR/PL Touch Coupler 5'	\$40.00			
Nicor 25'	\$30.00			
Itron 25'	\$50.00			
Metal Sheathed Itron 25'	\$70.00			
Open 3 wire 25'	\$25.00			
Sensus TR/PL Touch Coupler 25'	\$70.00			
(AG)				
Qty 1000 foot roll	\$250.00			
Connectors, per 100	\$203.00			
Connectors, per 1000	\$2,030.00			

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
013	1	Each	Probe	
			(AA)	\$5,000.00
			(AB)	\$1,277.53
			(AG) Zenner Versaprobe	\$5,194.00
014	1	Each	Charging/Data Transfer Unit	
			(AA)	\$600.00
			(AB)	Not Applicable
			(AC)	\$155.00
			(AG)	Included in item 9
015	1	Each	Utility System Software, AMR	
			(AA)	\$5,000.00
			(AB) Implementation & Training	\$5,000.00
			(AC)	\$10,700.00
			(AD)	\$3,000.00
			(AE) Software prices are set by manufacturer and are based on the number of metering points. Please see READY Manager and App Data Sheet.	0% discount
			< 100 metering points	\$789.00
			< 250 metering points	\$1,300.00
			< 800 metering points	\$1,800.00
			< 1600 metering points	\$2,492.00
			< 2400 metering points	\$3,499.00
			< 3200 metering points	\$4,435.00
			< 4000 metering points	\$5,400.00
			< 5000 metering points	\$7,499.00
			< 7500 metering points	\$10,500.00
< 10000 metering points	\$13,500.00			
< 15000 metering points	\$19,500.00			
< 20000 metering points	\$20,600.00			
< 25000 metering points	\$22,600.00			
(AF)	\$7,500.00			
(AG)	Included in item 9			

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
016	1	Month	Utility System Software, AMR - Monthly User Fee, if applicable	
			(AA)	\$0.15
			(AB) 360 Essential Module SaaS Subscription 0-2500 Connected Customers	\$208.34
			(AD)	\$0.00
			(AE) ANNUAL FEE. Hosting prices are set by manufacturer and are based on the number of metering points.	0% discount
			< 100 metering points	\$550.00
			< 250 metering points	\$879.00
			< 800 metering points	\$1,100.00
			< 1600 metering points	\$1,747.00
			< 2400 metering points	\$2,130.00
			< 3200 metering points	\$2,506.00
			< 4000 metering points	\$2,913.00
			< 5000 metering points	\$3,402.00
			< 7500 metering points	\$4,372.00
< 10000 metering points	\$5,564.00			
< 15000 metering points	\$8,148.00			
< 20000 metering points	\$10,666.00			
< 25000 metering points	\$12,113.00			
(AF)	\$0.00			
(AG)	Not Applicable			
017	1	Each	Utility System Software, Fixed Network	
			(AA)	\$5,000.00
			(AB)	Not Applicable
			(AD)	\$1,700.00
			(AE) Software prices are set by manufacturer and are based on the number of metering points. Please see READy Manager and App Data Sheet.	0% discount
			< 100 metering points	\$1,965.00
			< 250 metering points	\$3,930.00
			< 800 metering points	\$8,188.00
			< 1600 metering points	\$12,192.00
			< 2400 metering points	\$15,410.40
			< 3200 metering points	\$19,366.80
			< 4000 metering points	\$21,426.00
			< 5000 metering points	\$27,091.20
			< 7500 metering points	\$38,080.80
< 10000 metering points	\$47,079.60			
< 15000 metering points	\$67,306.80			
< 20000 metering points	\$70,504.80			
< 25000 metering points	\$73,083.60			
(AF)	\$0.00			
(AG)	\$1,500.00 Annually			

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
018	Each	Month	Utility System Software, Fixed Network - Monthly User Fee, if applicable	
			(AA)	\$0.89
			(AB)	Not Applicable
			(AC)	\$500.00
			(AD)	\$0.00
			(AE) ANNUAL FEE. Hosting prices are set by manufacturer and are based on the number of metering points.	0% discount
			< 100 metering points	\$976.00
			< 250 metering points	\$1,560.00
			< 800 metering points	\$1,954.00
			< 1600 metering points	\$4,176.00
			< 2400 metering points	\$5,056.00
			< 3200 metering points	\$6,036.00
			< 4000 metering points	\$6,737.00
< 5000 metering points	\$7,978.00			
< 7500 metering points	\$10,410.00			
< 10000 metering points	\$12,933.00			
< 15000 metering points	\$18,904.00			
< 20000 metering points	\$26,156.00			
< 25000 metering points	\$28,101.00			
(AF)	\$0.00			
(AG)	Not Applicable			
019	1	Each	Utility System Software, AMI	
			(AA)	\$5,000.00
			(AB) Implementation & Training	\$7,500
			(AD)	\$1,700.00
			(AE) Software prices are set by manufacturer and are based on the number of metering points. Please see READY Manager and App Data Sheet.	0% discount
			< 100 metering points	\$1,965.00
			< 250 metering points	\$3,930.00
			< 800 metering points	\$8,188.00
			< 1600 metering points	\$12,192.00
			< 2400 metering points	\$15,410.40
			< 3200 metering points	\$19,366.80
			< 4000 metering points	\$21,426.00
			< 5000 metering points	\$27,091.20
< 7500 metering points	\$38,080.80			
< 10000 metering points	\$47,079.60			
< 15000 metering points	\$67,306.80			
< 20000 metering points	\$70,504.80			
< 25000 metering points	\$73,083.60			
(AF)	\$0.00			
(AG)	\$1.00 per meter/per year			

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
020	1	Month	Utility System Software, AMI - Monthly User Fee, if applicable	
			(AA)	\$0.89
			(AB) 360 Essential Module SaaS Subscription 0-250 Connected Customers	\$208.34
			(AC)	\$500.00
			(AD)	\$0.00
			(AE) ANNUAL FEE. Hosting prices are set by manufacturer and are based on the number of metering points.	0% discount
			< 100 metering points	\$976.00
			< 250 metering points	\$1,560.00
			< 800 metering points	\$1,954.00
			< 1600 metering points	\$4,176.00
			< 2400 metering points	\$5,056.00
			< 3200 metering points	\$6,036.00
			< 4000 metering points	\$6,737.00
< 5000 metering points	\$7,978.00			
< 7500 metering points	\$10,410.00			
< 10000 metering points	\$12,933.00			
< 15000 metering points	\$18,904.00			
< 20000 metering points	\$26,156.00			
< 25000 metering points	\$28,101.00			
			(AF)	\$0.00
			(AG)	Not Applicable
021	1	Each	Hand-Held RF Capable Reader (including rechargeable battery system, antenna, visual display, keypad & case)	
			(AA)	\$7,950.00
			(AB)	Not Applicable
			(AC)	\$3,410.00
			(AD)	\$1,750.00
			(AE) Please see FZ-NI Spec Sheet. Tablet connects to READy converter (line item, 22) via Bluetooth	\$2,600.00
			(AF) Tablet, RF reader, cables antenna, software, case	\$3,500.00
			(AG)	\$3,500.00

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
022	1	Each	Charging/Data Transfer Unit	
			(AA)	\$600.00
			(AB)	\$525.00
			(AC)	\$155.00
			(AD)	Included with item 021
			(AE) READy Converter Advanced Bluetooth. Please see READy- Converter Advanced Data Sheet	\$1,799.00
			(AG) Docking station	\$350.00
023	1	Each	Spare Rechargeable Battery System (for Hand-Held RF Capable Reader)	
			(AA)	\$480.00
			(AB)	\$322.00
			(AC)	\$51.85
			(AD)	\$7.00
			(AE)	\$130.00
			(AG)	\$125.00
024	1	Each	Communication Cable (PC to Charging/Data Transfer Unit)	
			(AA)	\$60.00
			(AB)	Not Applicable
			(AC)	\$30.60
			(AD)	\$12.00
			(AF) Receiver to tablet and antenna cables	\$75.00
			(AG)	\$15.00
025	1	Each	Mobile RF Capable Reader (including visual display, keypad & case)	
			(AA)	\$7,950.00
			(AB) (MRX920 & Tablet)	\$8,500.00
			(AC)	\$3,410.00
			(AD)	\$10,000.00
			(AE) Please see FZ-N1 Spec Sheet. Tablet connects to READy converter (line item 22) via Bluetooth	\$2,600.00
			(AF) Ruggedized laptop, receiver, cables, antennas, software, case	\$11,500.00
(AG) Mobile Kit + laptop	\$3,350.00			

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
026	1	Each	12 VDC Cigarette Lighter Adapter	
			(AA)	\$250.00
			(AB)	\$175.00
			(AC)	\$125.00
			(AD)	\$12.00
			(AE)	\$36.00
			(AF)	\$50.00
			(AG)	\$160.00
027	1	Each	Magnetic Mount Antenna	
			(AA)	\$250.00
			(AB)	\$89.87
			(AC)	N/A
			(AD)	\$150.00
			(AE)	\$200.00
			(AF)	\$125.00
			(AG)	Included in item 25
028	1	Each	Communication Cable (RF Capable Reader or Laptop to PC)	
			(AA)	\$60.00
			(AB)	Not Applicable
			(AC)	\$49.00
			(AD)	\$12.00
			(AE) Please see METERTOOL Data Sheet	\$350.00
			(AF)	\$75.00
			(AG)	\$15.00
029	1	Each	Fixed Network RF Capable Unit	
			(AA)	\$7,950.00
			(AB) (incl. Gateway, Solar or UPS, Connectors and 150' Cable)	\$11,000.00
			(AC)	\$3,410.00
			(AD)	\$10,000.00
			(AE) Please see AMI Collector Data Sheet	\$10,000.00
			(AG) Zenner Stealth Reader MIU	\$75.00

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
030	1	Each	Meter Transceiver Unit (including wiring harness & any specialized mounting hardware)	
			(AA) Qty 2-99	\$125.00
			Qty 100-499	\$125.00
			Qty 500-999	\$122.00
			Qty 1000-2999	\$111.00
			Qty 3000 or more	\$95.00
			(AB) Qty 2-99	\$120.04
			Qty 100-499	\$120.04
			Qty 500-999	\$115.55
			Qty 1000-2999	\$114.27
			Qty 3000 or more	\$112.98
			(AC) Qty 2-99	\$79.00
			Qty 100-499	\$79.00
			Qty 500-999	\$75.25
			Qty 1000-2999	\$75.25
			Qty 3000 or more	\$75.25
			(AD) Qty 2-99	\$80.00
			Qty 100-499	\$78.00
			Qty 500-999	\$75.00
			Qty 1000-2999	\$72.00
			Qty 3000 or more	\$70.00
			(AE) Please see Kamstrup MTU Data Sheet Qty 2-99	0% discount based on quantities
			Qty 100-499	\$130.00
			Qty 500-999	\$130.00
			Qty 1000-2999	\$130.00
			Qty 3000 or more	\$130.00
			(AF) Register w/ Integrated RF (MTU), all mounting hardware Qty 2-99	\$135.00
			Qty 100-499	\$135.00
			Qty 500-999	\$135.00
			Qty 1000-2999	\$135.00
			Qty 3000 or more	\$135.00

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
030	1	Each	Meter Transceiver Unit (including wiring harness & any specialized mounting hardware)	
			(AG) Zenner Stealth Reader MIU with Pit install and Lid Lock kit	
			Qty 2-99	\$99.53
			Qty 100-499	\$94.03
			Qty 500-999	\$86.53
			Qty 1000-2999	\$81.53
			Qty 3000 or more	\$79.53
031	1	Each	Integrated Encoder/RF interface unit, for indoor mounting (bid as add-on to all types of meters)	
			(AA)	
			Qty 2-99	\$175.00
			Qty 100-499	\$175.00
			Qty 500-999	\$173.00
			Qty 1000-2999	\$173.00
			Qty 3000 or more	\$170.00
			(AB)	
			Qty 2-99	\$160.49
			Qty 100-499	\$160.49
			Qty 500-999	\$154.07
			Qty 1000-2999	\$151.50
			Qty 3000 or more	\$147.65
			(AD)	
			Qty 2-99	\$180.00
			Qty 100-499	\$178.00
			Qty 500-999	\$175.00
Qty 1000-2999	\$172.00			
Qty 3000 or more	\$170.00			
(AF) Register w/ Integrated RF (MTU), all mounting hardware	\$135.00			
Qty 2-99	\$135.00			
Qty 100-499	\$135.00			
Qty 500-999	\$135.00			
Qty 1000-2999	\$135.00			
Qty 3000 or more	\$135.00			

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
032	1	Each	Integrated Encoder/RF interface unit, for pit mounting (bid as add-on to all types of meters)	
			(AA)	
			Qty 2-99	\$175.00
			Qty 100-499	\$175.00
			Qty 500-999	\$173.00
			Qty 1000-2999	\$173.00
			Qty 3000 or more	\$170.00
			(AB)	
			Qty 2-99	\$186.17
			Qty 100-499	\$186.17
			Qty 500-999	\$179.75
			Qty 1000-2999	\$177.18
			Qty 3000 or more	\$173.33
			(AD)	
			Qty 2-99	\$180.00
Qty 100-499	\$178.00			
Qty 500-999	\$175.00			
Qty 1000-2999	\$172.00			
Qty 3000 or more	\$170.00			
(AF) Register w/ Integrated RF (MTU), all mounting hardware, pit mount antenna				
Qty 2-99	\$145.00			
Qty 100-499	\$145.00			
Qty 500-999	\$145.00			
Qty 1000-2999	\$145.00			
Qty 3000 or more	\$145.00			
033	1	Each	Meter Transceiver Unit, Wall Mounted, Radio Read System	
			(AA)	
			Qty 2-99	\$125.00
			Qty 100-499	\$125.00
			Qty 500-999	\$122.00
			Qty 1000-2999	\$122.00
Qty 3000 or more	\$120.00			
(AB)				
Qty 2-99	\$98.22			
Qty 100-499	\$98.22			
Qty 500-999	\$98.22			
Qty 1000-2999	\$96.29			
Qty 3000 or more	\$95.01			

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
033	1	Each	Meter Transceiver Unit, Wall Mounted, Radio Read System	
			(AC)	\$79.00
			Qty 2-99	\$79.00
			Qty 100-499	\$79.00
			Qty 500-999	\$75.25
			Qty 1000-2999	\$75.25
			Qty 3000 or more	\$75.25
			(AD)	
			Qty 2-99	\$80.00
			Qty 100-499	\$78.00
			Qty 500-999	\$75.00
			Qty 1000-2999	\$72.00
			Qty 3000 or more	\$70.00
			(AE) Please see Kamstrup MTU Data Sheet	0% discount based on quantities
			Qty 2-99	\$135.00
			Qty 100-499	\$135.00
			Qty 500-999	\$135.00
			Qty 1000-2999	\$135.00
			Qty 3000 or more	\$135.00
			(AF) Register w/ Integrated RF (MTU), all mounting hardware, wall mount	\$145.00
			Qty 2-99	\$145.00
			Qty 100-499	\$145.00
			Qty 500-999	\$145.00
			Qty 1000-2999	\$145.00
			Qty 3000 or more	\$145.00
			(AG) Zenner Stealth Reader MIU with enclosure	
			Qty 2-99	\$100.50
			Qty 100-499	\$95.00
			Qty 500-999	\$87.50
			Qty 1000-2999	\$82.50
			Qty 3000 or more	\$80.50

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
034	1	Each	RF Capable Data Storage/Transceiver Device, Tablet Computer	
			(AA)	\$8,950.00
			(AB)	Not Applicable
			(AC)	\$3,410.00
			(AD)	\$7,500.00
			(AE) Please see Panasonic L1 Spec Sheet	\$1,600.00
			(AF) Tablet, receiver, cables, antennas, software, case	\$3,500.00
			(AG) Drive-by Laptop	\$850.00
035	1	Each	RF Capable Data Storage/Transceiver Device, Laptop Computer	
			(AA)	\$12,895.00
			(AB)	Not Applicable
			(AC)	\$3,410.00
			(AD)	\$7,500.00
			(AE) HP Laptop. Model 7KW42UT#ABA Please see HP ProBook 650 Laptop Data Sheet	\$1,600.00
			(AF) Ruggedized laptop, receiver, cables, antennas, software, case	\$11,500.00
			(AG) Drive-by Laptop	\$850.00
036	1	Each	RF Capable Data Storage/Transceiver Device, Cellular/Wireless	
			(AA)	\$7,950.00
			(AB)	Not Applicable
			(AC)	\$3,410.00
			(AE) Please see FZ-N1 Spec Sheet	\$2,600.00
			(AE) Bluetooth Optical Head The Bluetooth Optical Head enables the user to read the logged data in the meters and via smartphone and READY app to illustrate the consumption in columns for customers Please see Bluetooth Optical Head Data Sheet	\$760.00
			(AF) Cellular register, software, data storage, reading and analytic software included	\$370.00
			(AG) Zenner Stealth Collector w cell card	\$3,072.00

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
037	1	Year	Annual Technical Support Fee, if applicable List what is included in the Technical Support:	
			(AA)	\$0.89 per unit per month
			(AB) Technical Support is included in 360 SaaS Subscriptions (Bid Items 16 & 20)	N/A
			(AC)	\$2,140.00
			(AD)	\$800.00
			(AE) (See line item 16 for AMR, line item 18 for Fixed Network, line item 20 for AMI. All Annual Hosting Fees include support) Fee includes: - Access to Kamstrup hosting center - Hardware and software for server and SQL setup - Necessary licenses for software used for READY Manager - Installation of READY Manager on Kamstrup approved server setup - Access to READY Manager host from two individual users - Backup of data - Security and virus protection of data - 24/7/365 surveillance and monitoring of hosting server - System support including getting started: - Assistance/lifeline in the use of READY App - Support by email/web portal or phone - Installation assistance - Assistance in using READY Manager	0% Discount
			(AE) AMR System Services Billing system interface, meter mobilization support, on-site technical support, up to 2 days on-site utility employee training provided by Resource Wise & Kamstrup	\$4,800.00
			(AE) AMI & Fixed Based System Services Billing system interface, meter mobilization support, on-site technical support, up to 2 days on-site & remote utility employee training provided by Resource Wise & Kamstrup	\$8,400.00

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
037	1	Year	Annual Technical Support Fee, if applicable List what is included in the Technical Support:	
			(AF) Phone support during normal business hours. Web sessions for trouble shooting. Field support when requested	\$0.00
			(AG)	Annual technical support fee is included in system - See Attached
038	1	Year	Annual Equipment Support Fee, if applicable List what is included in the Equipment Support:	
			(AB) Gateway	Individual Pricing: \$975.00
			Advantage II Wand	\$200.00
			MRX920 Mobile Data Collector	\$1325.00
			R900 Belt Clip Receiver	\$312.50
			Pocket ProReader	\$150.00
			(See Warranty for coverage)	
			(AC)	\$795.00
(AD)	\$1,500.00			
(AE) AMI System Rollout Do-It-Assisted packaged solution includes: Project Management for initial rollout General support during remaining rollout (via phone/email) Billing Interface FCC License Onsite Kickoff Meeting Onsite installation support/commissioning for initial rollout Onsite installer/operator training				
Do-It-Assisted < 1500 metering points	\$280.00			
Do-It-Assisted < 5000 metering points	\$280.00			
Do-It-Assisted < 10000 metering points	\$290.00			
Do-It-Assisted < 15000 metering points	\$325.00			
Do-It-Assisted < 20000 metering points	\$745.00			
Do-It-Assisted < 25000 metering points	\$840.00			
(AF) Phone support during normal business hours Web sessions for trouble shooting Field support when requested	\$0.00			

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
038	1	Year	Annual Equipment Support Fee, if applicable List what is included in the Equipment Support:	
			(AG)	Annual equipment support fee will depend on equipment installed per job
039	%	Percent	Percentage of Discount offered for other items not specifically listed off Current Manufacturer's Catalog List. Price Discount for items shall only include items related to Cold Water Meters, Encoding & Reading Equipment & Utility System Software only.	
			(AA)	10%
			(AB)	30%
			(AC)	0.00%
			(AD)	25%
			(AE)	10%
			(AF)	0.00%
			(AG)	0%

*** 39 Items Awarded Total ***

MetronFarnier

Advanced Single-Jet Technology

RESIDENTIAL SPECTRUM WATER METER WARRANTY

Product Coverage

This certificate applies to Model MP-V versions of the Spectrum 30D water meters.

The foregoing Warranties are made only to utilities, municipalities and other commercial users purchasing from METRON-FARNIER ("METRON") or its authorized distributor. It does not apply to end-use consumers. The warranties set forth in this Certificate of Limited Warranty are made by METRON only to those persons and entities that purchase Spectrum Water Meters directly from METRON or authorized distributors of METRON water meters. Any Spectrum Water Meter obtained in any manner from any person or entity other than by purchase from METRON or an authorized distributor of METRON water meters shall not be covered by the warranties set forth in this Certificate of Limited Warranty: METRON makes no warranties, guarantees, or representations with respect to any Spectrum Water Meter so obtained.

Performance Guarantee

METRON guarantees new Spectrum 30D meters will meet the accuracy specifications stated in AWWA C712 Standard for single-jet water meters for the following periods:

Model	Duration	Standard
Spectrum 30D:	Ten (10) Years	C-712

Furthermore, METRON will guarantee repaired meters to the accuracy specifications referenced in the AWWA Manual M6 for the following periods:

Model	Duration	M6 Reference
Spectrum 30D:	Ten (10) Years	Single-Jet

Materials & Workmanship

From the date of original purchase from METRON, this Warranty covers the Spectrum 30D meters from defects in materials and workmanship as follows:

Manufacturer's Flaws & Defects:	Ten (10) Years
Meter Body:	Twenty (20) Years
Register:	Consult OER or innov8 warranty

Exercise of Warranty

No employee, agent or other representative of METRON or an authorized distributor of METRON products is authorized to make any warranty, guarantee or representation until (a) the Spectrum Water Meter or register is delivered to a METRON service center, (b) the Spectrum Water Meter or register is accompanied by a Material Return Authorization, and (c) all costs of delivery to and from the service center are assumed by the purchaser of the Spectrum Water Meter or register. The address of the nearest METRON service center may be obtained by writing to the Manager of Support Services whose address is set forth below. METRON'S liability is limited to its costs of replacement and/or repair of the defective Spectrum Water Meter or part or parts thereof. Incidental, consequential or contingent damages, including, but not limited to delay or loss of use of the Spectrum Water Meter, damages resulting from miscalculation of water usage or the costs of field labor for auditing or replacement are not recoverable from METRON.

Following exercise of warranty on any product, application of meter (line size, flow range, flow conditioners/strainers, etc.) must be analyzed and approved by METRON prior to the re-issue or warranty on product.

Limitation of Liability

The stated Warranties are exclusive. THE WARRANTIES SET FORTH IN THIS CERTIFICATE OF LIMITED WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

No warranties are made through or by any means of communication other than this Certificate of Limited Warranty. Warranties shall not apply to products exposed to conditions outside the normal working conditions of a typical water distribution system. Warranties shall not apply under circumstances beyond METRON's control including, but not limited to acts of God, vandalism, negligent misuse or misapplication, product tampering/alteration or improper handling/installation/repair, excessive operating conditions (pressure or flow), foreign particles in the water or aggressive/poor water quality conditions.

MetronFarnier

Advanced Single-Jet Technology

COMMERCIAL SPECTRUM WATER METER WARRANTY

Product Coverage

This certificate applies to Model MP-V versions of the Spectrum 50D, 88D, 130D, 175D, S500D and S1000D water meters.

The foregoing Warranties are made only to utilities, municipalities and other commercial users purchasing from METRON-FARNIER ("METRON") or its authorized distributor. It does not apply to end-use consumers. The warranties set forth in this Certificate of Limited Warranty are made by METRON only to those persons and entities that purchase Spectrum Water Meters directly from METRON or authorized distributors of METRON water meters. Any Spectrum Water Meter obtained in any manner from any person or entity other than by purchase from METRON or an authorized distributor of METRON water meters shall not be covered by the warranties set forth in this Certificate of Limited Warranty: METRON makes no warranties, guarantees, or representations with respect to any Spectrum Water Meter so obtained.

Performance Guarantee

METRON guarantees new meters will meet accuracy specifications stated in AWWA standard C-712 (June 2010 rev.) for the corresponding sizes (1", 1.5", 2", 3", 4", 6") for the following periods:

<u>Model</u>	<u>Duration</u>	<u>Standard</u>
Spectrum 50D, S88D, S130D, S175D, S500D, S1000D:	Five (5) Years	C-712

METRON will guarantee repaired meters to the repaired accuracy specifications in the following AWWA standards (@ 90% per M6 manual charts) as shown:

<u>Model</u>	<u>Duration</u>	<u>Standard</u>
Spectrum 50D, S88D, S130D, S175D, S500D, S1000D:	Five (5) Years	C-712

Materials & Workmanship

From the date of original purchase from METRON, this Warranty covers all Commercial Spectrum Water Meters from defects in materials and workmanship as follows:

Manufacturer's Flaws & Defects:	Five (5) Years
Meter Body:	Twenty (20) Years
Measuring Chamber:	Five (5) years
Register:	Consult OER or innov8 warranty

Exercise of Warranty

No employee, agent or other representative of METRON or an authorized distributor of METRON products is authorized to make any warranty, guarantee or representation until (a) the Spectrum Water Meter or register is delivered to a METRON service center, (b) the Spectrum Water Meter or register is accompanied by a Material Return Authorization, and (c) all costs of delivery to and from the service center are assumed by the purchaser of the Spectrum Water Meter or register. The address of the nearest METRON service center may be obtained by writing to the Manager of Support Services whose address is set forth below. METRON'S liability is limited to its costs of replacement and/or repair of the defective Spectrum Water Meter or part or parts thereof. Incidental, consequential or contingent damages, including, but not limited to delay or loss of use of the Spectrum Water Meter, damages resulting from miscalculation of water usage or the costs of field labor for auditing or replacement are not recoverable from METRON.

Following exercise of warranty on any product, application of meter (line size, flow range, flow conditioners/strainers, etc.) must be analyzed and approved by METRON prior to the re-issue or warranty on product.

Limitation of Liability

The stated Warranties are exclusive. THE WARRANTIES SET FORTH IN THIS CERTIFICATE OF LIMITED WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION. WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

No warranties are made through or by any means of communication other than this Certificate of Limited Warranty. Warranties shall not apply to products exposed to conditions outside the normal working conditions of a typical water distribution system. Warranties shall not apply under circumstances beyond METRON's control including, but not limited to acts of God, vandalism, negligent misuse or misapplication, product tampering/alteration or improper handling/installation/repair, excessive operating conditions (pressure or flow), foreign particles in the water or aggressive/poor water quality conditions.

Metron Farnier

Advanced Single-Jet Technology

ENDURO WATER METERS WARRANTY

Product Coverage

This certificate applies to Model MP-V versions of the Enduro 2800D water meters.

The foregoing Warranties are made only to utilities, municipalities and other commercial users purchasing from METRON-FARNIER ("METRON") or its authorized distributor. It does not apply to end-use consumers. The warranties set forth in this Certificate of Limited Warranty are made by METRON only to those persons and entities that purchase Enduro Water Meters directly from METRON or authorized distributors of METRON water meters. Any Enduro Water Meter obtained in any manner from any person or entity other than by purchase from METRON or an authorized distributor of METRON water meters shall not be covered by the warranties set forth in this Certificate of Limited Warranty: METRON makes no warranties, guarantees, or representations with respect to any Enduro Water Meter so obtained.

Performance Guarantee

METRON guarantees new meters will meet the accuracy specifications stated in the General Specifications document.

Furthermore, METRON will guarantee used meters to the accuracy specifications in the following AWWA standards as shown:

<u>Model</u>	<u>Duration</u>	<u>Standard</u>
Enduro 2800D-6:	Five (5) Years	C-701-I
Enduro 2800D-8:	Five (5) Years	C-701-I

Materials & Workmanship

From the date of original purchase from METRON, this Warranty covers all Enduro Water Meters from defects in materials and workmanship as follows:

Manufacturer's Flaws & Defects:	Five (5) Years
Meter Body:	Twenty (20) Years
Measuring Chamber:	Five (5) years
Register:	Consult OER or innov8 warranty

Exercise of Warranty

No employee, agent or other representative of METRON or an authorized distributor of METRON products is authorized to make any warranty, guarantee or representation until (a) the Enduro Water Meter is delivered to a METRON service center, (b) the Enduro Water Meter is accompanied by a Material Return Authorization, and (c) all costs of delivery to and from the service center are assumed by the purchaser of the Enduro Water Meter. The address of the nearest METRON service center may be obtained by writing to the Manager of Support Services whose address is set forth below. METRON'S liability is limited to its costs of replacement and/or repair of the defective Enduro Water Meter or part or parts thereof. Incidental, consequential or contingent damages, including, but not limited to, delay or loss of use of the Enduro Water Meter, damages resulting from miscalculation of water usage or the costs of field labor for auditing or replacement are not recoverable from METRON.

Following exercise of warranty on any product, application of meter (line size, flow range, flow conditioners/strainers, etc.) must be analyzed and approved by METRON prior to the re-issue or warranty on product.

Limitation of Liability

The stated Warranties are exclusive. THE WARRANTIES SET FORTH IN THIS CERTIFICATE OF LIMITED WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

No warranties are made through or by any means of communication other than this Certificate of Limited Warranty. Warranties shall not apply to products exposed to conditions outside the normal working conditions of a typical water distribution system. Warranties shall not apply under circumstances beyond METRON's control including, but not limited to acts of God, vandalism, negligent misuse or misapplication, product tampering/alteration or improper handling/installation/repair, excessive operating conditions (pressure or flow), foreign particles in the water or aggressive/poor water quality conditions.



INNOV8 ELECTRONIC REGISTER CERTIFICATE OF LIMITED WARRANTY

Product Coverage

This certificate applies to the Transparent Technologies *innov8* Electronic Register.

The foregoing Warranties are made only to persons purchasing from Transparent Technologies ("T2") or its authorized dealers. The warranties set forth in the Certificate of Limited Warranty are made by T2 only to those entities that purchase the *innov8* registers directly from T2 or its formally authorized dealers. The warranties set forth are non-transferable and T2 makes no implied warranties, guarantees or representations for product obtained other than directly through its authorized sales channels.

innov8 Electronics & Batteries

From the date of original shipment, T2 warrants that all *innov8* electronics and batteries to be free from defects in Materials and Workmanship for a period of twenty (20) years ("Warranty Period"). During the Warranty Period, T2, at its discretion, will repair or replace any defective product at no-cost during the first ten (10) years from the date of shipment. Beyond the initial ten years, T2 will issue a replacement credit against current list price based on the following table:

Years 11-13 (60%)
Years 14-16 (50%)
Years 17-18 (30%)
Years 19-20 (20%).

Replacement units are warranted for the balance of the original coverage warranty.

Exercise of Warranty

No employee, agent or other representative of T2 or an authorized distributor of T2 product is authorized to make any warranty, guarantee or representation until (a) the *innov8* unit is delivered to a T2 service center, (b) the *innov8* unit is accompanied by a Return Authorization (RA) number obtained through the T2 offices, and (c) all costs of delivery to the T2 service center are assumed by the purchaser. Service center locations can be determined by calling the primary T2 toll free number or through the T2 website.

Exclusions

The warranty on Materials & Workmanship specifically excludes failures or compromised performance due to or other uncontrollable causes.

Warranties shall not apply to products exposed to conditions outside the normal working conditions of a typical water distribution system including, but not limited to, extreme weather or unusually harsh or uncommon installation environments. Warranties also shall not apply under circumstances beyond T2's reasonable control including, but not limited to, acts of God, vandalism, negligent misuse or misapplication, product tampering or alternation or improper handling, installation or repair.

The *innov8* register is available with multiple output options which may effect the warranty terms. T2 will provide specific warranty documents for these models.

Limitation of Liability

The above warranties are exclusive. THE WARRANTIES SET FORTH IN THIS CERTIFICATE OF LIMITED WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

No warranties are made through or by any other means of communication other than this Certificate of Limited Warranty.

T2's liability is limited to its costs of replacement or repair of the defective unit or part or part thereof. Incidental and consequential damages, including, but not limited to, incorrect billings, damages from delays or miscalculations in reading, or the costs of field labor for auditing or replacement are not recoverable from T2.