

**REGULAR MEETING OF THE CITY COMMISSION
MONDAY, OCTOBER 27, 2014 @ 5:30 P.M.
CITY COMMISSION CHAMBERS, 214 S. LOVE STREET**

Call to Order: The meeting was called to order by Mayor Gandy at 5:30 p.m.

Present and answering roll call: Commissioner Bengé, Commissioner Butcher, Commissioner Campos and Mayor Gandy

Not Present: Commissioner Trujillo

Also Present: City Manager James Williams, Assistant City Manager Jared Cobb, City Finance Director Gary Chapman, City Clerk Carol Ann Hogue, City Attorney Michael Newell, Police Chief David Rodriguez, and Administrative Assistant Anna Juarez

Invocation: Commissioner Bengé gave the invocation

Pledge of Allegiance: Commissioner Bengé led the pledge

Approval of Agenda: Mayor Gandy called for a motion to approve the agenda as submitted. Commissioner Bengé so moved to approve the agenda. Commissioner Campos seconded and a roll call was taken: Commissioner Bengé – Yes, Commissioner Campos – Yes, Commissioner Butcher – Yes and Mayor Gandy - Yes.

Approval of the Regular Minutes of October 13, 2014: Mayor Gandy called for a motion to approve the regular minutes of October 13, 2014. Commissioner Bengé so moved. Commissioner Campos seconded and a roll call was taken: Commissioner Campos – Yes, Commissioner Butcher – Yes, Commissioner Bengé – Yes, and Mayor Gandy – Yes.

COMMISSIONER AND STAFF REPORTS:

- Finance Director Chapman stated audit went well; Exit interview scheduled for Friday, October 31, 2014
- Mayor Gandy commented on some theft in his surrounding neighborhood; Chief David Rodriguez stated patrol has been increased in this area. The street light in his neighborhood has also been fixed
- City Manager Williams received a letter from the ISO (Insurance Rating Organization) evaluation of the fire department; Chief Lizardo and Staff have received a rating of class 4, highest classification is a 1, but there are only 80 of those. New ISO rating will help lower insurance rates for residents within a five mile radius of the fire station.

- City Manager Williams proposed to Commissioners to consider a pilot program in the downtown area with one or two solar powered trash compactors. Commissioner Benge agreed, suggested by the courthouse would be great to help with the overflow of trash. Price for the Big Belly Single Station is \$3,200.00, Smart Belly \$1,945.00 and the BigBelly + SmartBelly Double Station is \$4,640.00. Mayor Gandy directed Staff to move forward with proposal. Commissioners agreed with proposal and feel it is an awesome idea.
- Chief Lizardo invited Commissioners to haunted house on Friday, October 31, 2014 from 6 – 12 P.M.

ACTION ITEMS:

Consideration of Resolution 2014-52: State Library Grant Agreement Approval: Mayor Gandy called for a motion to approve the resolution 2014-52: State Library Grant Agreement Approval. City Manager Williams addressed the Commissioners of grant agreement from the State of New Mexico to utilize library collections, staff salaries, staff training, library equipment, and other operational expenditures associated with the delivery of library services. Granted awarded of \$7,780.00, 50% of this funding will be distributed in the fall of 2014 and the remaining distributed in January 2015. Commissioner Butcher so moved. Commissioner Benge seconded and a roll call was taken: Commissioner Campos – Yes, Commissioner Butcher – Yes, Commissioner Benge – Yes, and Mayor Gandy – Yes. Motion was approved.

Consideration Approval of Resolution 2014-53: Establish Credit Card Master Limit: Mayor Gandy called for a motion to consider approval of resolution 2014-53: establish credit card master limit. City Manager Williams addressed the Commissioners to approve the resolution to allow for the issuing of the additional cards as well as establish the maximum overall credit available on the City VISA Account for Finance Director, Fire Chief, and Police Chief. All credit cards are strictly monitored and balances are paid in full each month, and all receipts are turned into Accounts Payable Clerk Tracy Rodriguez. Commissioner Campos so moved. Commissioner Benge seconded and a roll call was taken: Commissioner Butcher – Yes, Commissioner Benge – Yes, Commissioner Campos – Yes, and Mayor Gandy – Yes. Motion was approved.

Consideration Approval of Resolution 2014-54: NMED Grant Agreement 14-1643-STB Water System & Well Field: Mayor Gandy called for a motion to approve the resolution 2014-54: NMED Grant Agreement 14-1643-STB Water System & Well Field. City Manager Williams addressed Commissioners of the grant agreement for the \$100,000.00 Capital Outlay Appropriation for the acquisition of land, planning, design, and construction wells and water system improvements. Commissioner Benge asked about SNMEDD acting as City fiscal agent; hopefully after the new audit is completed the City will not be required to have a fiscal agent. Commissioner Benge so moved. Commissioner Butcher seconded and a roll call was taken: Commissioner Benge – Yes,

Commissioner Butcher – Yes, Commissioner Campos – Yes, and Mayor Gandy - Yes. Motion was approved.

Consideration Approval of Resolution 2014-55: NMED Grant Agreement 14-1642-STB Water Meters: Mayor Gandy called for a motion to approve the Resolution 2014-55: NMED Grant Agreement 14-1642-STB Water Meters. City Manager Williams addressed Commissioners of the grant agreement for the \$125,000.00 Capital Outlay appropriation for the water meter and equipment project. Commissioner Butcher so moved. Commissioner Campos seconded and a roll call was taken: Commissioner Campos – Yes, Commissioner Bengé – Yes, Commissioner Butcher – Yes, and Mayor Gandy – Yes. Motion was approved.

Consideration Approval of Resolution 2014-56: NMED Grant Agreement 13-1458-STB Water Meters: Mayor Gandy called for a motion to approve the Resolution 2014-56: NMED Grant Agreement 13-1458-STB Water Meters. City Manager Williams addressed the Commissioners of the grant agreement for the \$350,000.00 Capital Outlay appropriation for the water meter and equipment project. A new agreement and resolution are required as the NMED Changed form and report formats. Phase III will be at about 80% completion of project. Commissioner Campos so moved. Commissioner Bengé seconded and a roll call was taken: Commissioner Butcher – Yes, Commissioner Campos – Yes, Commissioner Bengé – Yes, and Mayor Gandy – Yes. Motion was approved.

Consideration Advertisement of Ordinance 530 – Appointment of City Clerk and Treasurer, Police Chief, and Fire Chief by City Manager: Mayor Gandy called for a motion to approve the advertisement of Ordinance 530 – Appointment of City Clerk and Treasurer, Police Chief, and Fire Chief by City Manager. City Manager Williams addressed Commissioners of amending language in the Municipal Code in regards to the appointment of the City Clerk and Treasurer, Police Chief, and Fire Chief. Prior code does not identify who appoints the City Clerk and Treasurer. The current code also identifies the governing body (City Commission) as appointing the Chief of Police. Current Code requires approval by the City Commission prior to the employment of the Fire Chief by the City Manager. Ordinance 530 places the responsibility for appointment on the City Manager for all three of these positions. City Manager Williams stated if approved for advertisement, the Ordinance will be presented for final adoption at the November 24, 2014 City Commission meeting. Commissioner Bengé so moved. Commissioner Butcher seconded and a roll call was taken: Commissioner Butcher – Yes, Commissioner Bengé – Yes, Commissioner Campos – Yes, and Mayor Gandy – Yes. Motion was approved.

Consideration Advertisement of Ordinance 531 – Amending Chapter 5.52: Trailers and

Trailer Courts: Mayor Gandy called for a motion to approve advertisement of Ordinance 531 – Amending Chapter 5.52: Trailers and Trailer Courts. City Manager Williams addressed Commissioners to consider advertisement for submitted Ordinance 531 with changes reviewed by Planning and Zoning during October 14, 2014 work session. Changes include to require a business license, all State permits, annually renewal, business is not transferable (new owner will need to go through application process), all business licenses will expire December 31. Application requirements process incorporate a current survey and a site plan prepared and stamped by a professional engineer. License fees for RV/MH Park initial fee of \$150.00 and renewal fee of \$100.00. Individual sites with water and sewer connections need to be a minimum of 5 feet apart. RV Parks that allow RV's without equipped commode and sink will be required to provide complete restroom facilities; parks having more than twelve total sites shall provide one additional restroom for each sex for each additional twelve sites or fraction thereof. Meet a minimum 40,000 square feet requirement for RV/MH Park. Minimum standards for RV's are 30x45 for infield developments, 30x60 for new developments, MH <18' 40' x 100', MH > 18' 50' x 100', distance of slide outs minimum of 15' separation, with a corner markers, identified pad for RV's, parking for two off street spaces per site per unit, paved 20 foot wide internal streets and plan designed with engineer stamp, streets to comply with fire and safety regulations, and storm water retention plan. RV/MH Parks pre-existing prior to adoption of Ordinance will need to be in compliance by 2020. Parcel size requirements to choose from: Option A – a license lapse for more than 90 days is nonrenewable, Option B – reduce or omit the minimum parcel site, or option C – perpetual license until it expires. Assistant City Manager Cobb stated Ordinance will help with organized, new development; plus Hobbs requires 2 acres for RV/MH Parks. Commissioner Bengé stated the 40,000 square feet minimum was a concern with the already existing businesses that are well managed, and will never be able to meet the 40,000 square requirements. Mayor Gandy stated to consider 40,000 square feet with a grandfather clause, but to meet criteria for standard RV/MH Park space size. Kallie Windsor discussed slide out amount decided in Planning and Zoning was 10 feet not the 15 feet apart; City Planner Hildreth stated change was made because of fire standards. Commissioners and Staff all agreed with change of slide out of 15 feet apart for fire safety concerns. Commissioner Bengé recommended to keep 40,000 square foot parcels size for new development of RV/MH Parks, however do not make requirement for existing RV Parking, but to meet space size allowances; this way owners do not lose their investment. City Manager Williams stated that as of the date of adoption of Ordinance 531 single RVs on individual lots outside of RV parks shall be eligible for one renewal period ending December 31, 2015. The City has the right to cite the owner, manager, or owner representative and suspend RV/MH Park license for non-compliance and shall be punished with a fine up to \$500.00, 90 days imprisonment, or both. Commissioner Butcher amended motion. Commissioner Bengé amended second. Commissioner Butcher motioned to approve 40,000 square foot parcels size for new development RV/MH Parks, however do not require existing RV Parks, but to meet space size allowances. Commissioner Bengé seconded and a roll call was taken:

Commissioner Butcher – Yes, Commissioner Campos – Yes, Commissioner Bengé – Yes, and Mayor Gandy – Yes. Motion was approved. Commissioner Trujillo – Abstained from voting, arrived in middle of discussion.

Commissioner Trujillo arrived at 6:15 P.M.

Consideration Appointment of Imogene Hanners as Honorary Life Member to Library Board of Trustees: Mayor Gandy called for a motion to consider appointment of Imogene Hanners as Honorary Life Member to Library Board of Trustees City Manager Williams addressed the Commissioners of appointment to allow Mrs. Hanners to continue to serve in an advisory capacity to the library board as an ex officio member that is allowable under Lovington Municipal Code 2.76.030. Commissioner Campos so moved. Commissioner Butcher seconded and a roll call was taken: Commissioner Bengé – Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Campos – Yes, and Mayor Gandy – Yes. Motion was approved.

Consideration Approval of Street Lights: 700 – 800 Block of West Cottonwood: Mayor Gandy called for a motion to consider approval of street lights: 700-800 block of west Cottonwood. City Manager Williams addressed the Commissioners on request for additional street lights. The average distance between existing lights is 310 to 350 feet in residential areas. Each 150W residential streetlight will increase electrical cost by \$105.96 annually. Commissioner Bengé so moved. Commissioner Trujillo seconded and a roll call was taken: Commissioner Trujillo – Yes, Commissioner Bengé – Yes, Commissioner Campos – Yes, Commissioner Butcher – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Approval of Accounts Payable: Mayor Gandy called for a motion to approve the accounts payable. Commissioner Bengé so moved. Commissioner Campos seconded and a roll call was taken: Commissioner Campos – Yes, Commissioner Butcher – Yes, Commissioner Trujillo – Yes, Commissioner Bengé – Yes and Mayor Gandy - Yes. Motion was approved.

PUBLIC COMMENT: NONE

CLOSED SESSION:

At 6:20 p.m., Commissioner Trujillo moved to adjourn Regular Session and convene in Closed Session: Pursuant to Section 10-15-1 NMSA 1978, Subsection H-8 regarding the purchase, acquisition, or disposition of real property or water rights. Commissioner Campos seconded and a roll call vote was taken: Commissioner Bengé - Yes; Commissioner Trujillo - Yes; Commissioner Butcher – Yes; Commissioner Campos – Yes, and Mayor Gandy - Yes.

At 6:58 p.m., Commissioner Bengé so moved to adjourn Closed Session and reconvene in Regular Session stating that matters discussed were limited only to those specified in the motion and no action was taken. Commissioner Butcher seconded and a roll call vote was taken: Mayor Gandy - Yes; Commissioner Bengé - Yes; Commissioner Butcher – Yes; and Commissioner Campos – Yes; Commissioner Trujillo – Yes.

OTHER:

- City Manager Williams informed Commissioners of being at a Conference in Santa Fe, followed by vacation time.

ADJOURNMENT:

There being no further business the meeting adjourned at 7:00 p.m.

APPROVED: _____
SCOTTY GANDY, MAYOR

ATTEST: _____
CAROL ANN HOGUE, CITY CLERK

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: November 10, 2014



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Planning and Zoning Commission Appointment
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: November 4, 2014

STAFF SUMMARY:

The term of Kallie Windsor, member of the Lovington Planning and Zoning Commission has expired. Ms. Windsor has requested a reappointment.

This vacancy will be published for interested parties to serve on the P&Z Commission. Action on appointment will be requested at the November 24, 2014 Commission Meeting.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

ATTACHMENTS:

RECOMMENDATION:

Discussion only.

Department Head

James R. Williams

City Manager

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: November 10, 2014



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Resolution 2014-57
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: November 4, 2014

STAFF SUMMARY:

Bob Reid, on behalf of the Lea County Community Improvement Corporation, has advised the City that our representative's term is going to expire and has requested the City appoint a replacement. Our current representative is Bob Carter, who has moved out of the area.

This Corporation is composed of appointee's from the City of Lovington, City of Hobbs, Lea County, the J.F. Maddox Foundation, the Lea County EDC, and one member at large. This organization allows for the open discussion of economic advancement of Lea County and our municipalities.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

ATTACHMENTS:

Resolution 2014-57

RECOMMENDATION:

Motion to approve Resolution 2014-57.

Department Head

James R. Williams

City Manager

RESOLUTION NO. 2014-57

WHEREAS, the City of Lovington has been represented on the Lea County Community Improvement Corporation since its inception; and

WHEREAS, the City's current representative's term will expire at the end of the calendar year.

NOW, THEREFORE, BE IT RESOLVED, that the City of Lovington appoints Mayor Scotty Gandy to serve as the City of Lovington representative for the Lea County Community Improvement Corporation.

DONE THIS 10th DAY OF NOVEMBER, 2014 at

City of Lovington
New Mexico

Scotty Gandy, Mayor

ATTEST:

Carol Ann Hogue, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: November 10, 2014



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Resolution 2014-58
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: November 4, 2014

STAFF SUMMARY:

Stanley Security has submitted a service schedule and plan that will provide for the maintenance and replacement should failure occur of systems at City Hall. The agreement will provide for coverage and installation of the remote transfer system and intercom system at the drive up window, maintenance on the main vault, and installation and maintenance of the security door to the City Clerk's office.

This agreement is for an initial 5 year term, with options to renew for terms of one year periods.

FISCAL IMPACT:

\$2,310 per year.

REVIEWED BY: Gary Lee Chapman
(Finance Director)

ATTACHMENTS:

Resolution 2014-58
Service Agreement

RECOMMENDATION:

Motion to approve Resolution 2014-58.

Department Head

James R. Williams
City Manager

RESOLUTION NO. 2014-58

WHEREAS, the City of Lovington utilizes specialized equipment for normal operations of its utilities department; and

WHEREAS, this equipment does require routine maintenance, repair, and replacement; and

WHEREAS, Stanley Security can provide these services for a low annual cost.

NOW, THEREFORE, BE IT RESOLVED, that the City of Lovington authorizes the City Manager to enter into a service agreement with Stanley Security.

DONE THIS 10th DAY OF NOVEMBER, 2014 at

City of Lovington
New Mexico

Scotty Gandy, Mayor

ATTEST:

Carol Ann Hogue, City Clerk

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AGREES ON THIS 16TH DAY OF OCTOBER, 2014, TO PROVIDE THE SERVICES DESCRIBED BELOW FOR RHONDA JONES CLERK TREASURER AT 213 LOVE AVE, LOVINGTON, NEW MEXICO 88260. ALL WORK WILL BE DONE IN ACCORDANCE WITH THE TERMS SET FORTH IN THE AGREEMENT BETWEEN THE PARTIES. IF SUCH AGREEMENT IS NOT IN EFFECT, THE WORK WILL BE DONE IN ACCORDANCE WITH SCSS'S STANDARD TERMS AND CONDITIONS WHICH CAN BE FOUND AT [HTTP://WWW.STANLEYCSS.COM/LEGAL.HTML](http://www.stanleycss.com/legal.html)

Solution: Rhonda Jones Clerk Treasurer - Lovington - Integrated Solution

Quote: Q-00568167

Investment Type: Customer Owned

System Information

Fire	<input type="checkbox"/>	Intercom	<input type="checkbox"/>
Video	<input type="checkbox"/>	Commander	<input type="checkbox"/>
Access	<input type="checkbox"/>	Integrated Solution	<input checked="" type="checkbox"/>
Access - Sonitrol	<input type="checkbox"/>	Integrated Solution – Sonitrol	<input type="checkbox"/>
Intrusion – Traditional	<input type="checkbox"/>	Time & Attendance	<input type="checkbox"/>
Intrusion – Audio	<input type="checkbox"/>	Other	<input type="checkbox"/>

Customer to Provide

Access to Device Locations	
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Existing Equipment

Quantity	Description
1	Remote Transfer System
1	Intercom system
1	Records Safe
1	Fire Resistance Plate Door

Services

Selected or Quantity	Service Name	Service Description
X	Standard Service Plan	(Monday – Friday, 8am – 4pm) Stanley Standard Service Plan covers labor and equipment costs during normal business hours. The service plan can cover all types of protection systems including intrusion alarms, fire alarms, camera systems and access control systems. This plan covers normal "wear and tear", repair or replacement. Repair or replacement of equipment damaged by the customer, acts of God or vandalism is not covered. Service labor rates for after hours work are not included and are based on current Stanley service labor rate schedule. Includes access to the Stanley TAC (24x7).

Equipment Notes

Theory of Operation

Provide Service plan for the existing equipment to include:

License Information (as of 7/1/2014): AK 1003300; AL 888, 1322, 1278; 1472; Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682; AZ ROC204975; AR 0329770514; E2010 0017, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA 848019, C10, C28; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; DE 04-158; FAL-0001; FL EF0000772; GA 439701; IA AC-211; IL 127001274; KY 338; LA F1162; F875; F1277; MA 7129C; MD 107-1828; MI 5103306; 3601205772; MN TS01238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 25055-SP-FA/LV; 2185-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320; NJ 1074485; 659423; 34BF00017200; NM 374554; NV F400; F401; 0071024; 0078001; NY 12000293169, Licensed by NYS Dept. of State; OH 53-89-1512; OK 953; OR 161567; PA 032736; RI 9104A; TSC 1292; SC FAC3387; BAC5501; TN 1180; 1540; 1448; 1650; 1446; CE-D 65528; TX ACR2639; ECR1821; B02140; UT 5704068-6501; VA 2705-087235A, 11-5481; WA STANLCS925MZ; WV 045298; WI 969322; WY LV-G-23879..REV (2014.08.01) Q-00568167

Night Drop
Two way intercom system for (RST)
Fire Resistant door plate
Drive thru Remote Transfer System
(RST)

Investment Type: Stanley Security Direct

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Months (5 Years) from the date hereof and shall thereafter renew as set forth in the Agreement.

Transaction Information: Add/Upgrade
Warranty Duration: 90 Days
Escalation Information: 9% after 12 Months (1 Year)

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

Prices do not include taxes

Total Installation Price*: \$0.00

Up-front Deposit*:

Progress Payments*:

Balance Due Upon

Completion*:

Monthly Service Charges

Total Monthly Fee*: \$192.50

Payment Frequency: Match Existing Frequency

License Information (as of 7/1/2014): AK 1003300; AL 888, 1322, 1278, 1472; Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682; AZ ROC204975; AR 0329770514; E2010 0017, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA 848019, C10, C28; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; DE 04-158; FAL-0001; FL EF0000772; GA 439701; IA AC-211; IL 127001274; KY 338; LA F1162; F875; F1277; MA 7129C; MD 107-1828; MI 5103306; 3601205772; MN TSO1238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 25055-SP-FA/LV; 2185-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320; NJ 1074485; 659423; 34BF00017200; NM 374554; NV F400; F401; 0071024; 0078001; NY 12000293169, Licensed by NYS Dept. of State; OH 53-89-1512; OK 953; OR 161567; PA 032736; RI 9104A; TSC 1292; SC FAC3387; BAC5501; TN 1180; 1540; 1448; 1650; 1446; CE-D 65528; TX ACR2639; ECR1821; B02140; UT 5704068-6501; VA 2705-087235A, 11-5481; WA STANLCS925MZ; WV 045298; WI 969322; WY LV-G-23879..REV (2014.08.01) Q-00568167

Installation and Service Agreement

No. Q-00568167

This Agreement is made and entered into this 16th day of October 2014 between STANLEY Convergent Security Solutions, Inc., with its principal office located at 55 Shuman Blvd, Naperville, Illinois 60563, hereinafter referred to as "SCSS" and Rhonda Jones Clerk Treasurer, hereinafter referred to as "Customer".

1. System and Service

SCSS will sell and install, provide warranty and after-warranty repair service, and/or provide monitoring and other services for the security systems (individually or collectively the "System" or "Sold System") as described on the attached Schedule of Equipment and Services (the "Schedule.")

SCSS will install, provide repair service and provide monitoring and the other services for the security systems (individually or collectively the "System" or "SCSS System") described on the attached Schedule. A SCSS System remains the sole and exclusive property of SCSS.

The System will be installed at the premises of the Customer located at: 213 Love Ave, Lovington, New Mexico 88260

Customer agrees that it has chosen this System and understands that additional or different protection is available for a higher price.

2. Term, Renewal and Expiration

A. This Agreement is effective as of the execution date of this Agreement and for use of the System and services shall have an initial term of 60 Months (5 Years) from the date the System first becomes operative under this Agreement, and thereafter shall be automatically renewed for consecutive terms of twelve (12) months, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless either party gives written notice at least sixty (60) days prior to the end of such term, to the other of intent to allow the Agreement to expire as of the end of the then-current term.

3. Payment and Scope (prices do not include any applicable state and local sales or use tax):

A. Payment – Customer agrees to pay SCSS:

i. \$0.00 for the price of a Sold System and the installation of the System.

a. \$0.00 upon signing of this Agreement.

b. Progress payments as follows:

c. \$0.00 upon completion of the installation

ii. \$192.50 for services per month, as described in the Schedule of Service and Protection, payable monthly quarterly semi-annually or annually, in advance commencing from the first (1st) day of the month following the date the system becomes operative. Customer also agrees to pay interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the system becomes operative until the first (1st) of the following month.

iii. SCSS may at any time following the expiration of 12 Months (1 Year) of this Agreement, increase the monthly charge specified in 3.A.ii, once in any 12 Months (1 Year) period. If SCSS increases the basic monthly charge in any year by an amount greater than 9% percent, Customer may terminate the Agreement upon written notice to SCSS within fifteen (15) days of notification of such increase.

B. Services

i. SCSS will provide the services specified on the attached Schedule. For a Sold System, at the expiration of the limited warranty, repair service will be on a time and material basis unless Customer subscribes to a service plan described on the Schedule. Repair services for a SCSS System are described on the Schedule.

4. Liquidated Damages and SCSS's Limits of Liability

A. It is understood and agreed by the parties hereto that SCSS is providing a System and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the use of the System and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that SCSS is not liable for losses which may occur in cases of malfunction or nonfunction of any System provided by, or serviced by, SCSS, that SCSS is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to SCSS's negligence or failure of performance; that SCSS is not liable for losses resulting from failure to warn or inadequate training; that SCSS is not an insurer; and that insurance covering personal injury, property loss, damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that SCSS offers several levels of protection and services and that the System and/or service described in the Schedule of Service and Protection has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs.

B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CUSTOMER'S DATA, INABILITY OF SCSS TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS OR INJURIES TO THIRD PARTIES. THEREFORE IF ARTICLE 4A IS JUDICIALLY DETERMINED TO BE INVALID OR UNENFORCEABLE AND ANY LIABILITY IS JUDICIALLY IMPOSED ON SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE OR \$10,000, WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE, SCSS'S LIABILITY SHALL BE LIMITED TO \$500). THIS SUM SHALL BE PAID AND RECEIVED EITHER (I) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (II) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SCSS'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SCSS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES. IF CUSTOMER WISHES SCSS TO INCREASE THE AMOUNT OF THE LIABILITY LIMITATION OR LIQUIDATED DAMAGES AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SCSS AN ADDITIONAL AMOUNT OF LIMITED LIABILITY OR LIQUIDATED DAMAGES BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SCSS, SUBJECT TO WRITTEN APPROVAL BY AN AUTHORIZED SCSS REPRESENTATIVE SETTING FORTH SAID TERMS. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SCSS AS AN INSURER.

C. SINCE THE PARTIES AGREE THAT CUSTOMER RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO HIS/HER OWN PROPERTY OR THE PROPERTY OF OTHERS IN ITS PREMISES, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS SCSS, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY SCSS OF ANY SERVICE, INCLUDING BUT NOT LIMITED TO INSTALLATION, MONITORING, SIGNAL-HANDLING OR NOTIFICATION ASPECTS OF THE SERVICE.

D. With respect to SCSS owned systems, CUSTOMER EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A CUSTOMER BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY SCSS'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT OR APPLICABLE SCHEDULE.

E. Paragraphs A through D of this Article 4 shall apply to any other company or entity, and the work it performs, which, in addition to SCSS, furnishes as a subcontractor or otherwise, any equipment, installation, monitoring, repairs or other services provided hereunder.

F. LIMITED WARRANTY. [SOLD SYSTEM ONLY]

SCSS warrants that the equipment will be free from defects in material and workmanship for a period of 90 Days from the date the security system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at SCSS's sole option, free of charge. Warranty repair is done 8 am–4 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, software has been used with an operating system other than that specified by SCSS or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of SCSS. If inspection by SCSS fails to disclose any defect covered by this

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limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and SCSS's regular service charges will apply.

DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT, WILL SCSS, ITS EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. SCSS MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER. THE WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

5. Miscellaneous Charges and Increase in Charges

- A. Customer shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to SCSS for facilities required for transmission of signals under this Agreement.
- B. At SCSS's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either SCSS or Customer is assessed any fine or penalty by any municipality, fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.
- C. Charges for toll free telephone usage, if selected by Customer, are included in the payment described in paragraph 3(A). SCSS may immediately increase its monthly charges to reflect any increase in charges for toll free service. Customer shall pay any other telephone company toll line charges, including installation.
- D. Installation charges set forth in Article 3 assume installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.
- E. If any government agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.
- F. The prices quoted for the alarm system are based upon the number of components, type of security and service specified in the Schedule. Should Customer request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at SCSS's initial survey and for delays other than caused by SCSS will be borne by Customer at SCSS's then current rates.
- G. SCSS shall charge interest at the rate of 1 ¼% per month, or the maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due under Article 3. SCSS may also, upon written notice to Customer, stop providing monitoring and maintenance services if Customer is delinquent on any payment. SCSS may charge \$25.00 for any NSF check or the maximum permitted by law.

6. Further Obligations of Customer

- A. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment or otherwise interfere with equipment installed by SCSS, nor shall Customer permit the same to be done by others. It is further agreed that Customer indemnifies and holds SCSS harmless for any claim arising out of the foregoing and that if any work is required to be performed by SCSS, due to Customer's breach of the foregoing obligations, Customer will pay SCSS for such work in accordance with SCSS's then-current prevailing charges.
- B. For those premises where SCSS is to provide monitoring, Customer shall furnish SCSS a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish SCSS with an authorized daily and holiday opening and closing schedule.
- C. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to SCSS any claimed inadequacy in or failure of the system. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.
- D. Customer shall permit SCSS access to the premises for any reason arising out of or in connection with SCSS's rights or obligations under this Agreement.
- E. Should any part of the system be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of SCSS, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of a SCSS owned system.)
- F. Any claim by Customer of improper installation or a defect in the system shall be made in writing to SCSS within thirty (30) days of installation completion. Such obligation shall not waive Customer's warranty rights under Article 4.F., Limited Warranty.
- G. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. Customer shall indemnify and hold SCSS harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from SCSS's inability to recover system components when Customer moves out of the premises.
- H. For those premises where SCSS is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with SCSS's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.
- I. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.
- J. Customer represents that, except to the extent it has given SCSS written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond SCSS's reasonable control and SCSS shall not start or continue to perform its work under the contract until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. Customer shall indemnify and hold SCSS and its assigns harmless from and against any and all claims, costs and expenses of any kind (including attorney's fees) for fines, penalties, back wages, bodily injury, property damage, delay or work stoppage that arises under or results from a breach of the foregoing representations (regardless of whether or not Customer disclosed such materials to SCSS).
- K. Customer agrees that SCSS may conduct a credit investigation and review. In such event, Customer shall provide, in a timely manner, such financial information as SCSS may request. Customer represents and warrants that all such financial information accurately and completely presents Customer's financial condition as of the date of execution of this Agreement.
- L. Customer hereby authorizes SCSS to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on Customer's behalf and to file such documents in all places where necessary to perfect SCSS's interest in the equipment. Customer agrees to execute any such instruments as SCSS may request from time to time.

7. Further Obligations of SCSS; Limitations

- A. SCSS shall not be held responsible or liable for delay in installation of the system or interruption of service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God or any cause beyond the control of SCSS, including interruptions in telephone service. SCSS will not be required to perform installation or supply service to Customer while any such cause shall continue.
- B. If Customer has subscribed to monitoring service, the System will be connected to SCSS's monitoring facility (the "Center"). Unless specifically requested otherwise by the Customer and approved by SCSS's Center, when a burglar alarm signal from the alarm system is received, the Center will first try to telephone Customer's premises, and if there is no answer then will try to telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. SCSS and Customer are obligated to comply

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with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. SCSS reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice. Customer consents to the tape and video recording of telephonic and video communications between Customer's premises and SCSS, and will inform its employees and third parties that such recordings are authorized. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by SCSS, or otherwise comply with such requirements, and an additional fee may apply for such services.

- C. If video equipment is installed, it may be integrated into the system and, upon activation, will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises, if available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 7B above.
- D. Customer understands that, if the system installed is monitored, due to the nature of the method used for communicating alarm signals to SCSS's monitoring center, there may be times when that communication method is not able to transmit signals and SCSS will not receive alarm signals. Digital communicators use standard telephone lines and SCSS does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that SCSS offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the front page of this Agreement and on the Schedule of Service and Protection have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond SCSS's control and are maintained and serviced, solely by the applicable carrier or provider. Customer agrees to reimburse SCSS for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify SCSS if Customer has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.
- E. For those premises with a direct connection to the police, fire department or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other agencies, and that the personnel of such police and/or fire departments or other agencies are not SCSS's agents nor does SCSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
- F. SCSS shall not be responsible for the replacement of equipment or parts no longer commercially available to SCSS.
- G. If an Access Control Preventative Maintenance or Software Support option is selected by Customer, SCSS will provide and install software upgrades as they become commercially available, during normal SCSS working hours. Software upgrades that do not affect the Customer's current operations, as solely determined by SCSS and the OEM, will not be installed by SCSS. In the event the Customer elects to have someone other than SCSS install the software upgrade, the Customer shall assume any and all liability for any damage caused pursuant to the installation. Service and upgrades for third party software not supplied by SCSS are excluded from this agreement.

8. Title to the SCSS System; Proprietary Protection

- A. Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.
- B. Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this Agreement for a Sold System or a SCSS System, is owned by SCSS, its affiliates or one of its OEMs and is protected by United States and international copyright laws and international treaty provisions. Any breach of this Agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

9. Termination

- A. SCSS may terminate this Agreement immediately upon written notice:
- In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate. Customer shall also pay attorney and/or collection fees, defined as an additional thirty-five percent (35%) of the outstanding balance owed, incurred in collecting Customer's account; or
 - In the event SCSS's Customer Service Center, the telephone lines, wires or SCSS's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or
 - As provided in Article 2 relating to expiration.
- B. Customer may terminate the Agreement:
- Immediately upon written notice, in the event Customer's premises are, by any cause beyond the control of the Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; provided that if the Customer is using SCSS-owned equipment, the Customer must pay SCSS all payments remaining to be made under this Agreement through its scheduled expiration; or
 - As provided in Article 2 relating to expiration and Article 3(A) relating to price increases.
- C. Upon termination of this Agreement, Customer shall permit SCSS access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the System pursuant to Article 8.

10. Assignment

This Agreement is not assignable by the Customer except upon written consent of SCSS first being obtained. SCSS shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Customer.

11. Insurance and Waiver of Subrogation

Customer shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with, the services provided by SCSS. For all losses, damage or injury above the limits set forth in paragraph 4B, Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against SCSS. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. Customer does hereby for itself and other parties claiming under it release and discharge SCSS from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SCSS.

12. Severability and Savings

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

13. Trial by Jury

Unless prohibited by law, both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect of any litigation arising out of, under, in connection with, or relating to this Agreement.

14. Choice of Law

This Agreement is entered into in the State of New York and shall be interpreted, enforced and governed under the laws of the State of New York without regard to application of conflicts of laws principles that would require the application of any other law.

15. Entire Agreement

It is agreed to and understood by the parties that this Agreement, including the provisions of Article 4 and on the attached Schedule, constitutes the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the premises covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of SCSS. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. This Agreement shall not become binding on SCSS until approved and accepted by SCSS or SCSS begins the installation or services as provided below. Customer hereby acknowledges that he/she has read this entire Agreement and agrees to be bound by all its terms and conditions.

STANLEY Convergent Security Solutions, Inc.

Customer: Rhonda Jones Clerk Treasurer

Security Representative (Sign)

Customer (Sign)

Security Representative (Print)

Customer (Print)

Title

STANLEY Authorized Manager (Sign)

STANLEY Authorized Manager (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: November 10, 2014



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Advertisement of Ordinance 532
DEPARTMENT: Finance
SUBMITTED BY: Gary L. Chapman, Finance Director
DATE SUBMITTED: November 6, 2014

STAFF SUMMARY:

The Finance Department has prepared the attached Ordinance that, if adopted, will modify the Personnel Policy. The modifications will include language updates and changes to annual leave and sick leave accruals. These changes are necessary in order to resolve audit findings and ensure that language in the policy in terms of accruals reflects how our payroll system performed the calculations.

Updated language is presented in red font.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

ATTACHMENTS:

Ordinance No. 532

RECOMMENDATION:

Motion to approve advertisement of Ordinance 532.

Gary Lee Chapman

Department Head

James R. Williams

City Manager

ORDINANCE NO. 532

An Ordinance of the City of Lovington, New Mexico, amending Title 2 Administration and Personnel Chapter 2.92 Personnel Merit System of the Lovington Municipal Code.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LOVINGTON, NEW MEXICO THAT TITLE 2, CHAPTER 2.92 BE AND HEREBY IS AMENDED AS FOLLOWS:

2.92.460 Pay Periods.

Employees are paid every two weeks by ~~four p.m. on Monday~~ **1:00 p.m. on Tuesday**. The payroll period consists of two consecutive work weeks. All department heads shall report to the ~~clerk/treasurer's~~ **payroll** office all hours worked and all absences, paid and unpaid, for each employee during the pay period by eight-thirty a.m. on the Monday morning ~~of payday~~ **prior to the Tuesday pay date**. Paychecks are accompanied by a statement listing gross pay and itemized deductions. If payday falls on a holiday, employees shall receive pay on the next work day. Employees shall not be paid for time not worked.

2.92.480 Retirement benefits.

~~All full-time city employees who have worked continuously for one year are eligible to participate in the city's retirement program. The details of the program may be obtained from the city clerk/treasurer.~~ **The City is an affiliated public employer with the Public Employee's Retirement Association (PERA). PERA membership is a mandatory condition of full-time employment with state and affiliated public employers. Details of the program may be obtained from the city clerk/treasurer.**

2.92.500 Compensatory time off.

Compensatory time off is given to FLSA nonexempt employees for hours worked beyond forty (40) hours of actual work and to nonexempt firefighters who work more than one hundred six (106) hours in a two-week period. Holidays, annual leave, sick leave and all other paid leave time are not considered hours worked for purposes of calculating and accruing compensatory time off. A nonexempt employee shall accrue compensatory time at the rate of one and one half (1 ½) hours of time off for each hour over forty (40) hours of actual time worked (106 hours for firefighters). Overtime hours worked and compensatory time hours accrued and used shall be recorded for each nonexempt employee and submitted to the payroll department each pay period on approved forms.

- A. ~~Nonexempt employees may accrue a maximum balance of sixty (60) hours. of compensatory time for forty (40) hours of overtime actually worked.~~
- B. ~~The City may require an employee to use accrued compensatory time.~~ **Employees who exceed the maximum compensatory time accrual of sixty (60) hours, one hundred six (106) for firefighters, will be paid for all overtime hours worked.**
- C. Overtime pay at one and one-half the employee's usual rate of pay shall be paid to an employee when an employee accrues overtime in excess of the hours identified in subsection A of this section, or if the employee requests overtime pay instead of accruing compensatory time off.
- D. The department heads are responsible for monitoring overtime and limiting its use and authorization of overtime. Excessive overtime shall be considered in evaluating the performance of department heads.
- E. Compensatory time may be used with prior approval of the department head. Approval is subject to the city's work needs.

- F. Any portion of an hour in excess of five minutes shall be computed and paid to the closest one-tenth of an hour.
- G. Upon termination, the employee shall be paid for the unused balance of compensatory time owed.
- H. Employees shall not work overtime without supervisory permission. Failure to obtain permission to work overtime shall lead to disciplinary action.
- I. Nonexempt employees shall not be permitted to work overtime and donate it to the city.

2.92.590 Holidays.

The city establishes its holiday schedule ~~in January~~ **at the beginning** of each **fiscal** year. Holidays may include the following;

New Year's Day

Martin Luther King Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

The Day after Thanksgiving Day

Christmas Eve Day

Christmas Day

Floating Holiday

The following conditions shall apply with respect to holidays and holiday pay:

- A. When a legal holiday observed by the city falls on a workday, full-time employees shall receive holiday pay for the hours normally worked on that particular day.
- B. Temporary, casual, and part-time employees are not entitled to holiday pay.
- C. When a holiday falls on an employee's day off, the employee's holiday shall be observed on the following work day, work load permitting as determined by the department head, or compensated for on the next paycheck.
- D. When a holiday falls during an employee's annual leave, the day shall be counted as a holiday and not a vacation day.
- E. In order to receive pay for a designated legal holiday, employees must be in a work or paid leave status on their scheduled work day immediately preceding and following the holiday, or must have worked on the stated holiday. An employee absent without leave on their scheduled work day before or after a holiday shall not receive pay for that holiday.
- F. When a holiday falls on a Saturday, it shall be observed on the preceding Friday. If the holiday falls on Sunday, it shall be observed on the following Monday.
- G. If employees are required to work on a holiday, the employees shall be paid one and one-half times their base pay for all hours worked, plus the employee's regular holiday pay.

H. No employee on leave of absence shall receive holiday pay.

I. Floating Holidays do not carry over to the next fiscal year.

2.92.600 Annual leave with pay.

Classified and qualified unclassified full-time city employees accrue annual leave from their date of hire according the following schedules:

A. **A. Regular** full-time employees:

<i>Years of Service Per Year</i>	<i>Hours Accrued</i>
Date of hire through the end of the fifth year of continuous employment	80 hours {10 days}
Beginning with the sixth year through the end of the tenth year of continuous employment	120 hours {15 days}
Over ten years of continuous service	160 hours {20 days}

Years of Service	Hours Per Pay Period	Maximum Accrual
0-5	3.08 (10 days)	120 hours
6-10	4.62 (15 days)	160 hours
10+	6.16 (20 days)	200 hours

Firefighters:

Years of Service	Hours Per Pay Period	Maximum Accrual
0-5	4.62 (10 days)	180 hours
6-10	6.92 (15 days)	240 hours
10+	9.23 (20 days)	300 hours

- ~~B.~~ **B.** Annual leave begins to accrue **at date of hire up to the maximum number of hours as shown above in section A.** ~~with the employee's third payroll period. Accrual calculated in the first pay period of each month.~~
- ~~C.~~ **C.** An employee does not accrue annual leave for any time worked in excess of forty (40) hours per week.
- ~~D.~~ **D.** Annual leave ~~shall accrue during the first six months, but~~ cannot be taken by the employee until the employee completes six months of employment.
- ~~E.~~ **E.** ~~The full year of employment must be completed before any additional paid vacation can be taken.~~
- ~~F.~~ **F.** Annual leave shall not be granted in advance of accrual.
- ~~G.~~ **F.** Upon termination from city employment, an employee will be paid for all accrued annual leave.
- ~~H.~~ **G.** An employee may use accrued annual leave just before the employee's separation from City employment.

- h. H. Annual leave should be requested as much in advance as possible. Reasonable effort shall be made to accommodate the employee's request, though approval shall be subject to advance notification and the needs of the department. If annual leave is requested by one or more employees at the same time, seniority shall rule.
- ~~j. A maximum of (40) hours can be carried over to the next calendar year.~~
- ~~k. A maximum of (60) hours of annual leave may be carried over by firefighters from one calendar year to another. It is the department head's responsibility to schedule annual leave so that no more than (60) hours are carried over into the next calendar year.~~
- l. I. Temporary, casual and part-time employees do not accrue annual leave.

2.92.610 Sick leave.

- A. Sick Leave with Pay. Leave with pay is granted to a classified or qualified unclassified full-time employee for serious personal illness, pregnancy, or disability, or when an employee's child or spouse, or parent requires the personal attention of the employee because of a serious injury or illness as defined in the Family and Medical Leave Act.
 1. ~~Regular full-time employees begin to accrue sick leave at date of hire. after three continuous months of employment~~ Regular full-time employees accrue sick leave at the rate of eight (8) hours per month ~~3.70 hours per pay period, except while firefighters working a variable week who can accrue twelve (12) hours per month~~ 5.54 hours per pay period.
 2. ~~Regular full-time employees may accrue~~ Accrued sick leave may be accumulated year to year to a maximum of five hundred seventy-six (576) hours, ~~while firefighters may accrue a maximum of~~ eight hundred sixty-four (864) hours. ~~for a firefighter.~~
 3. ~~Sick leave is not granted before an employee has completed three (3) months of continuous employment.~~ Regular full-time employees shall be paid for sick leave hours in excess of four hundred eighty (480) hours, seven hundred twenty (720) hours for firefighters, in December of each year or upon separation of employment.
 4. Sick leave is not granted in advance of accrual
 5. There shall be no pay for sick leave upon resignation, lay-off, or involuntary dismissal, except after five years ~~and three months~~ of continuous employment, employees are entitled to accrued sick leave at the termination of their employment for any reason.
 6. Temporary, casual, and part-time employees do not accrue sick leave.
 7. Any employee making a false claim for sick leave or who refuses to be examined by a physician may be dismissed.
 8. Any employee making a false claim for sick leave or who refuses to be examined by a physician may be dismissed.
 9. Sick leave for three days or more must be supported by the certification of a licensed physician.
 10. Planned use of sick leave must be reported to the department head as much in advance as possible.
 11. In the case of an extended illness, an employee may apply accrued annual leave or compensatory time to sick leave.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF LOVINGTON ON THE _____ DAY of _____, 2014.

SCOTTY GANDY, Mayor

ATTEST:

CAROL ANN HOGUE, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: November 10, 2014



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Accounts Payable
DEPARTMENT: Finance
SUBMITTED BY: Gary L. Chapman, Finance Director
DATE SUBMITTED: November 6, 2014

STAFF SUMMARY:

Finance Department staff have prepared the accounts payable for your review and approval.

FISCAL IMPACT:

REVIEWED BY: Gary Lee Chapman
(Finance Director)

See accounts payable detail.

ATTACHMENTS:

General Fund accounts payable
Utilities Fund accounts payable

RECOMMENDATION:

Motion to approve accounts payable

Gary Lee Chapman
Department Head

James R. Williams
City Manager

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - General
From 11/1/2014 Through 11/30/2014

101 - General Fund

Vendor Name	Dept Code	Current Balance
Accounting & Consulting Group		16,208.01
AG Equipment Co.		1,455.26
ALCO Stores, Inc		46.27
Alsco		379.93
American Equipment		2,474.28
American Medical Group, Inc		1,651.32
Auld Sign Company		136.19
Baja Broadband		1.50
Blaine Industrial Supply		1,046.72
Bob's Thriftway		165.57
Bound Tree Medical, LLC		1,711.90
BSN Sports		713.68
C & S Motor Parts Co.		264.58
C. A. Short Co., Inc.		335.59
Cowboys Corner		212.80
E.N.M.U.R.		252.00
Farmer Brothers Company		116.38
Forrest Tire Co.		743.12
Gale/Cengage Learning		321.60
Galls/Quartermaster		349.64
Gardner Media, LLC		174.54
Gebo Credit Corporation		84.45
General Welding Supply		80.00
Government Finance Officers		190.00
Grey House Publishing		307.50
GT Distributors, Inc.		9,600.00
Guy Chevrolet		1,135.90
H & K Pest Control Co.		117.32

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - General
From 11/1/2014 Through 11/30/2014

Higginbotham-Bartlett Co.	1,255.08
Hobbs Electric	757.94
Kid's Reference Company, Inc.	403.06
Lovington Auto Supply	35.35
Lovington Leader	530.57
Lovington Veterinary	90.00
Med-Vet International	308.94
MicroMarketing LLC	238.31
Mike's Lock & Key	110.00
New Mexico Municipal League	600.00
Noble Industrial Supply Corp	774.51
OCLC, Inc.	214.44
P & D Petroleum, Inc	16,873.99
Pro Vision Video Systems	2,220.80
Pro-Treat Power Equipment	144.74
Reid Insurance Group, Inc.	302.00
Reliable	509.03
Roberts Oil & Lube	779.00
Staples Advantage	2,617.72
Stericycle, Inc.	819.97
Strong Electric	164.59
SWAT, LLC	136.19
SYSCO West Texas, Inc.	844.60
Tammy's Things	164.33
The Mercer Group	1,734.88
U S Food Service	2,837.69
Unifirst Corp.	315.10
USA Today	293.36
Valentine Auto Service	1,186.55
Watermaster Irrigation Supply	1,274.40
Windstream Communications, Inc	347.34

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - General
From 11/1/2014 Through 11/30/2014

Zia Consulting, Inc.

535.00

Report Balance

79,695.53

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeeting - General
 From 11/1/2014 Through 11/30/2014

Payee	Transaction Description	Check Amount
AT&T Mobility	Gen-Cellular Phone Bills for Oct 2014	2,146.62
C E S	Parks-Erect Building 95% Restrooms	18,094.62
C.D. General Contractors	Senior Center- 2012 Hail Damage Roof Repairs	642.56
Constructors, Inc	Streets-N 9th Street Reconstruction App #1	14,398.33
D & T Backhoe	Finance- Disinternment Franklin	700.00
Dana Kepner Co.	Streets-Supplies for Water Leak on 9th Street Const	2,195.68
Jami Bailey	Youth Center- Reimb Pizza	78.76
Jim D Koontz & Associates	Finance- Advertising Expenses for 2012 Hail Damage Repairs	688.17
Lea County Electric	Gen-Electric Bill Sept 2014	24,388.09
Lea County Treasurer	Judicial-Inmate Housing Sept 2014	5,174.50
Lovington Chamber of Commerce	Finance- Auxiliary Funding Sept 2014-Dec 2014	8,750.00

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeting - General
 From 11/1/2014 Through 11/30/2014

Lovington Chamber of Commerce	Lodgers Tax- Vistor Upkeep Sept 2014	1,000.00
Lovington Chamber of Commerce	Lodgers Tax- Reimb for Barrel Race Vests	1,392.36
Lovington Chamber of Commerce	Lodgers Tax- Vistor Upkeep Center Nov 2014	1,000.00
Lovington Main Street	Finance- Professional Serv July 2014- Sept 30 2014	12,500.00
Lydia's Sports & Uniforms	Lodgers Tax- Wildbunch Softball Oct 2014	1,160.71
Merideth Hildreth	Finance-Reimb Moving Expenses	1,000.00
Moreno Roofing	Finance-Roof Repairs to Dasilvera Building 2014	104,000.00
New Mexico Gas Company	Gen-Utility Gas Bill Sept 2014	450.01
NM Board of Pharmacy	Vet/Animal Control-License Fee	60.00
NM Judicial Education Center	Judicial Education Fees for Sept., 2014	581.00
Phillips 66 Co.	Gen-Fuel Card for Oct 2014	339.72
Reid Insurance Group, Inc.	Finance-Id Theft Policy Renewal/Add/l Prem on Renewal	1,390.00

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeting - General
 From 11/1/2014 Through 11/30/2014

Shell Oil Co.	Police-Fuel Card N Marquez to NMPET Conf	22.17
Squeaky Clean	Gen-Office Cleaning Aug 2014-Sept 2014	9,095.06
Staples	Finance/Fire-HP Pavillion 14- V06	1,665.96
Staples	Police-HP Officejet for Dispatch	117.99
Staples Advantage	Judicial-HP Toner	66.99
Surveillance-Video.Com	Gen- Surveillance Camera Systems	13,082.80
Toastmasters International	Finance-Charter Fee	125.00
Tueredia McBride	Library-Reimb for Candy/Members hip NMLA/Gasolin e	425.66
U.S. Postal Service	Library-Stamp Rolls	147.00
U.S. Postal Service	Finance-Annual Post office Box Rent 2014	192.00
Valentine Auto Service	Police-Repairs to Engine for Unit 2	3,600.00

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeting - General
 From 11/1/2014 Through 11/30/2014

Visa	Visa 8621-Org Travel Card Gen 10.2914-Motor Vehicle Gas/Meals for Training in Roswell NM	71.79
Visa	Visa 7334 JC Finance Lodging/Cab Fare for Trip to Charlotte NC	369.84
Visa	Visa 7326 New Travel Card- Police Amazon Cameras	480.44
Visa	VISA 7326-New Travel Card for 10/14-Finance Fuel/Meals for B Butcher for Trip to Santa Fe NM	164.78
Visa	Visa 8456 CA 10/14 Police Postage	7.05
Visa	Visa 8456 Ca 10/14 Police- Business Cards for Chief Rodriguez	35.97
Visa	Visa 8456 CA 10/14 Finance Efile Unemployment Comp Report for Sent 2014	51.70

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeting - General
 From 11/1/2014 Through 11/30/2014

Visa	Visa 8456 CA 10/14 3yr Service Plan/3 GE Cu FT Refridgerators	1,984.90
Visa	Visa 8456 CA 10/14 Ambulance Credit on Accident Ordered Norton Antiviruc	-52.55
Visa	Visa 8456 CA 10/14 Fire Norton Anti- Virus Mvers	84.09
Visa	Visa 8456 ca 10/14-Finance Priority Mail	22.69
Windstream	Chamber of Commerce Phone Bill 9/14	255.40
Windstream	Gen-Phone Bill Aug 2014	4,545.68
Windstream	EDC-Phone Bill For 9/14	196.56
Windstream	Finance-Main Phone Bill for 10/14	134.30
Windstream	Chamber of Commerce- Phone Bill 10/14	234.70
WTG Fuels, Inc	Police-Fuel	667.33
WTG Fuels, Inc	Police-Shortage on orginal invoice 15006- 50919 10.1.14	0.10

TOTAL HANDCHECKS	<u>897,176.14</u>
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GRAND TOTAL	319,622.06
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City of Lovington (New)
Summary A/P Ledger - A/P Summary CMeeting - Water
From 11/1/2014 Through 11/30/2014

505 - Water & WasteWater

Vendor Name	Current Balance
ALCO Stores, Inc	11.58
American Medical Group, Inc	181.63
Atco International	782.00
Blaine Industrial Supply	35.80
BlueTrap Financial, Inc.	288.40
C & S Motor Parts Co.	172.46
California Cont. Supplies, Inc	287.92
Cardinal Laboratories	672.92
City of Hobbs	45.63
Control Design, Inc.	2,948.44
Culligan Water Conditioning	24.50
Dana Kepner Co.	16,942.91
DPC Industries Inc.	1,827.68
Farmer Brothers Company	10.92
Forrest Tire Co.	103.04
Haarmeyer Electric	472.07
Higginbotham-Bartlett Co.	634.48
Lovington Auto Supply	32.12
Lovington Leader	216.42
M & R Tire Service, LLC	515.05
Master Plumbers	829.29
Odessa Pumps & Equipment	853.19
P & D Petroleum, Inc	2,862.25
PBMaterials DBA Wallach Concre	277.88
Polydyne Inc.	504.00
Solid Waste Authority	11,397.24
Staples Advantage	92.26
Strong Electric	747.69
SWAT, LLC	90.79
The Mercer Group	1,734.87
Unifirst Corp.	111.41
United States Plastic Corp	108.58

City of Lovington (New)
Summary A/P Ledger - A/P Summary CMeeting - Water
From 11/1/2014 Through 11/30/2014

W-H-B, Inc.

3,928.88

Report Balance

49,744.30

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeeting - Water
 From 11/1/2014 Through 11/30/2014

Payee	Transaction Description	Check Amount
AT&T Mobility	Water-Cellular Phone Bills Oct 2014	583.53
C.D. General Contractors	WasteWater-2012 Hail Damage Roof Repair	37,327.40
C.D. General Contractors	WasteWater-Payment No 5 10/29/14	5,362.75
Dana Kepner Co.	Water-Meter Supplies	12,996.58
New Mexico Gas Company	Water-Utility Gas Bill Sept 2014	101.23
Staples	WasteWater-HP OfficeJet Pro 8	332.79
Strong Electric	WasteWater-Connectiong Sewage pump/Breaker Box Restroom Ave	763.86
Strong Electric	WasteWater-Dug Ditch/Ran Wire To Restroom	1,799.60
Strong Electric	WasteWater-Grounding Acorn/Grounding Rod Restroom Ave D Park	122.75
Strong Electric	WasteWater-Set junction Box/Plug for Sewage pump for Restroo	1,578.31
Visa	Visa- 8621 Org travel Card @2 10.29.14 Water-Fuel/Meals trip to Aluq NM	99.70
Visa	Visa 8456 CA 10/14 WasteWater-Motorcycle Superstore/Home depot Sheer/Socket/asphalt coating	688.80
Waste Management of New Mexico	Solid Waste-Polycarts 9/14 Resi \$64764.90-Comm \$53791.18	118,566.08
Windstream	Water-Phone Bill Aug 2014	457.59
Windstream	WasteWater-Internet for Oct 2014	124.30
TOTAL OF HANDCHECKS		<u>180,905.27</u>
GRAND TOTAL		230649.57