

CITY OF LOVINGTON
REGULAR MEETING OF THE CITY COMMISSION
MONDAY, MAY 13, 2013 @ 5:30 P.M.
TO BE HELD AT 214 SOUTH LOVE STREET

AGENDA

Notice of this meeting has been given to the public in compliance with Section 10-15-4 NMSA 1978

OPEN MEETING

Call to Order
Roll Call
Invocation- Commissioner Trujillo
Pledge of Allegiance- Commissioner Trujillo
Approval of Agenda
Approval of the Regular Minutes of April 22 & Called Minutes of May 7, 2013 TAB 1

NON-ACTION ITEMS:

Discussion of Tax Incentive for Prospective New Business TAB 2

ACTION ITEMS:

Consideration of Approval of Resolution 051313-01 – Judicial Complex Location TAB 3
Consideration of Approval of Engineering Services Contract for Water Wells TAB 4
Consideration of Approval of OMI Land Lease TAB 5
Consideration of Approval of the 4th Annual Smokin' on the Plaza Event TAB 6
Consideration of Approval of Dean Addition Final Plat TAB 7
Consideration of Approval of Sunrise Addition Final Plat TAB 8
Consideration of Approval of Dimsha Addition Final Plat TAB 9
Consideration of Approval of Accounts Payables TAB 10

PUBLIC COMMENT

CLOSED SESSION

Pursuant to Subsection H-8 regarding the purchase, acquisition, or disposal of real property or water rights and Subsection H-7 regarding pending litigation TAB 11

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 hearing or meeting, please contact the City Clerk at 575-396-2884 at least one week 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 at 575-396-2884 if a summary or other type of accessible format is needed.

**REGULAR MEETING OF THE CITY COMMISSION
MONDAY, APRIL 22, 2013 @ 5:30 P.M.
CITY COMMISSION CHAMBERS, 214 S. LOVE STREET**

Present and answering roll call: Mayor Drummond, Commissioners Trujillo, Benge, Gandy and Granath.

Also present: City Manager Williams, Chief of Police Bryant, City Attorney McMahon, City Clerk Hogue, Administrative Assistant Gutierrez and Finance Director Stephens.

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

Invocation: Mayor Drummond gave the invocation

Pledge of Allegiance: Mayor Drummond led the pledge

Approval of Agenda: Mayor Drummond asked for a motion to approve the agenda as submitted. Commissioner Trujillo so moved. Commissioner Benge seconded. Motion was approved.

NON-ACTION ITEMS:

Discussion of Commission Budget Work Session: City Manager Williams addressed the Commissioners of the FY14 Budget and to request a day/time to schedule a work session prior to the regular City Commission meeting on May 28, 2013. The Commissioners decided to set a day/time which will be on May 7, 2013 at 5:30 p.m. The work session will be published in the Leader.

Discussion of Library Board Appointment: The Library Committee submitted to reappoint Imogene Hanners to the Library Board for a five year term. No action was taken at this time. Consideration of approval will be on the next regular meeting on May 13, 2013.

Discussion of Condemnation of Property - 422 N. Chaves: City Manager Williams addressed the Commissioners about the open sewer problems at this location. He stated that if condemned this will be an expense for the City. Code Enforcer Brock provided the Commissioners with photos of the problems at this property. Brock wishes to move forward to condemn this property with the approval of the Commissioners. The Commissioners approved to move forward.

ACTION ITEMS:

Consideration of Approval of Equipment Use at Chaparral Park – May 4, 2013: Beatriz Morales and Alondra Jimenez on behalf of Iglesia Ministerio Vida addressed the Commissioners to request permission to hold a community event, which will utilize a bounce house, at Chaparral Park on May 4, 2013 from 5:00 p.m. to 9:00 p.m. Mayor Drummond asked for a motion to approve request. Commissioner Trujillo so moved. Commissioner Granath seconded. Motion was approved.

Consideration of Approval of Vacating Parcels in Apaula Heights Addition: Mayor Drummond called for a motion to approve to vacate parcels 1, 2, 3 & 4 of the Apaula Heights Addition. The Planning & Zoning board made the recommendation to vacate the specified parcels so that the final steps to approve the Sunrise Addition may be performed. Commissioner Bengé so moved. Commissioner Trujillo seconded. Motion was approved.

Consideration of Approval to Advertise Ordinance 506: City Manager Williams addressed the Commissioners that a draft of the Lovington Affordable Housing Ordinance was approved by the NM Mortgage Finance Authority. The City is requesting authority to advertise the ordinance. Mayor Drummond called for a motion to approve advertisement of Ordinance 506. Commissioner Trujillo so moved. Commissioner Gandy seconded. Motion was approved.

Consideration of Approval to Advertise Ordinance 507: City Manager Williams addressed the Commissioners about establishing the Lovington Parks & Recreation Board which represents the community at large and not any specific recreational organization and encourage the general use of parks and recreation programs including cooperation with other agencies and organizations that are involved in providing recreation services for the public good. Mayor Drummond called for a motion to approve the request for advertisement of Ordinance 507. Commissioner Bengé so moved. Commissioner Granath seconded. Motion was approved.

Consideration of Approval to Advertise Ordinance 508: City Manager Williams addressed the Commissioners to modify and amend the Business Licenses and Regulations section of the Municipal Code. The City incorporated a mobile business permit for use by established businesses who wish to conduct mobile business operations. A mobile business fee of \$100 per year and the vendor license would cost \$500 for a period of 7 consecutive days. The violation fee increased from \$300 to \$500 per violation. Linda Pritchett stated to the Commissioners that the ordinance still does not address taxes that the vendor should pay to the City. Mrs. Pritchett suggested to Commissioners to place the vendors in a building and have them pay their taxes. Elaine Vigil stated that there should not be any vendors in the downtown area of Lovington. Kallie Richards suggested raising the vendor licenses to \$2,500. Mayor Drummond called for a motion to approve the request for advertisement of Ordinance 508. Commissioner Trujillo so moved. Commissioner Granath seconded. Motion was approved.

Consideration of Approval to Advertise Ordinance 509: City Manager Williams addressed the Commissioners to modify and amend the industrial water rates to incorporate the definition that an industrial water rate will be collected for businesses that obtain service for use in production or manufacturing services on the site of their place of business. A new chapter, 13.12.068 has been established that states that a rate of \$7.10 for the first 1,000 gallons or less, and each additional 100 gallons at \$0.67. Mayor Drummond called for a motion to approve the request for advertisement of Ordinance 509. Commissioner Bengé so moved. Commissioner Gandy seconded. Motion was approved.

Consideration of Approval to Advertise Ordinance 510: City Manager Williams addressed the Commissioners to modify and amend Chapter 8.28. Nuisances - Notice to Abate and Removal of Nuisance by City – Lien. Mayor Drummond called for a motion to approve the request for advertisement of Ordinance 510. Commissioner Bengé so moved. Commissioner Gandy seconded. Motion was approved.

PUBLIC COMMENT:

- Manuel Ibarra of St. Thomas Catholic Church invited the Commissioners to participate in the National Day of Prayer 2013 to read the bible for 15 minutes on May 1, 2013 at 6:00 a.m. to midnight and May 2, 2013 at 12:01 a.m. to 4:00 p.m. at the courthouse lawn located at 100 N. Main, Lovington, NM.
- Kallie Richards invited the Commissioners to participate in the Lovington Beautification Day, April 27, 2013 at 8:00 a.m. to 11:00 a.m.

CLOSED SESSION:

At 6:15 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 disposal of real property or water rights. Commissioner Gandy seconded and a roll call vote was taken: Mayor Drummond, aye; Commissioner Trujillo, aye; Commissioner Bengé, aye; Commissioner Gandy, aye; and Commissioner Granath, aye.

At 6:40 p.m., Commissioner Granath moved to adjourn Closed Session and reconvene in Regular Session stating that matters discussed were limited only to those specified in the motion for closure and no action was taken. Commissioner Gandy seconded and a roll call vote was taken: Mayor Drummond, aye; Commissioner Trujillo, aye; Commissioner Bengé, aye; Commissioner Gandy, aye; and Commissioner Granath, aye.

OTHER:

- Commissioner Gandy attended the NMML District 5 meeting in Roswell, NM.
- Commissioner Bengé mentioned that weeds are growing around the Welcome to Lovington sign.
- City Manager Williams mentioned the Lea County Courthouse & Judicial Complex Master Plan will be Wednesday, April 24, 2013 at Lovington Chamber of Commerce, 201 S. Main, Lovington, NM from 5:00 p.m. to 8:00 p.m.

ADJOURNMENT:

There being no further business the meeting adjourned at 6:50 p.m.

APPROVED:

DIXIE DRUMMOND, MAYOR

ATTEST:

CAROL ANN HOGUE, CITY CLERK

**CALLED MEETING OF THE CITY COMMISSION
TUESDAY, MAY 7, 2013 @ 5:30 P.M.
CITY COMMISSION CHAMBERS, 214 S. LOVE STREET**

Present and answering roll call: Mayor Drummond, Commissioners Trujillo, and Bengé.

Also present: City Manager Williams, Assistant City Manager Cobb, Lieutenant Brackeen, City Clerk Hogue, Finance Director Stephens, Department Head Supervisors – Carl Weaver, Danny Reynolds, Dennis Martin, Jami Bailey, Jesse Munoz, Laura Brock, Johnny Cash, Maria Hernandez, Miguel De La Cruz, Norma Vejil, Terrance Lizardo, Tueredia McBride and Wyatt Duncan.

Not Present: Commissioner Gandy, Commissioner Granath, Administrative Assistant Gutierrez, and City Attorney McMahon

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

Invocation: Mayor Drummond gave the invocation

Pledge of Allegiance: Mayor Drummond led the pledge

Approval of Agenda: Mayor Drummond asked for a motion to approve the agenda as submitted. Commissioner Trujillo so moved. Commissioner Bengé seconded. Motion was approved.

OTHER: City Manager Williams introduced the new Assistant City Manager Jared Cobb and new Code Enforcement Supervisor Johnny Cash to the Committee.

NON-ACTION ITEMS:

Discussion of Commission Budget Work Session: City Manager Williams addressed the Commissioners of the FY14 Budget. Mr. Williams stated that the Revenues last year estimated at 8.5 million and General Funds estimated at 10.2 million. By the end of this fiscal year the General fund and Revenue will estimate at 10.4 million. As of now the City is under budget. Total expenditures are at 9.9 million. The tax revenue looks promising even though construction is dying off.

- Municipal Court increased 18% on their budget. They will need a copy machine and more supplies.
- Executive budget was incorporated for the P.E.R.A and salaries for City Manager and Assistant City Manager.
- Legislative budget decreased for the City Clerk and City Commissioners
- Code Enforcement was incorporated to the budget and will be under the Fire Department. This department will report to the Fire Chief.

- Finance department did increase by 23% due to health insurance and salaries. Chamber of Commerce and Lovington MainStreet will be funded equally to increase to \$35,000. Security cameras, security locks and Ipads were also budgeted into this account. Replacing eight cell phones for the Department Head Supervisors and converting a room to a conference room for meetings. They are also funding for the Central Plaza Project of \$350,000 and the city will be reimbursed. Need to replace one of these vehicles Chevy Buick or Chevy Impala for the Assistant City Manager Jared Cobb. A postage meter is also needed.
- MVD increased on the utility costs for janitorial services.
- Recreations department is improving the sports fields including the restrooms. The swimming pool needs to replace tables and chairs, circulating pump, the exterior of the building, and the parking lot for employees.
- Museum decreased by \$300 on expenses.
- Senior Center was incorporated for the additional area that was added on will be needing security cameras and heating/cooling.
- Parks department needs a fulltime employee and two summer job employees. They have incorporated to the budget for fertilizer, two swing sets, lawnmower, and a new truck.
- Library increased 2% due to the kindles and some fund came from the state.
- Cemetery incorporated to the budget for a survey performance at the Lovington cemetery for the annexation land and for a watering system.
- Animal Shelter increased due to the transportation on the daily routines, maintenance, kennels expansions, feed and care for animals, cell phones and handheld radios. The shelter is being rented out for \$1,000 per month.
- Police department for additional police officers for public schools. Salary, equipment and a full time admin for the schools. To update the storage building, reorganize the evidence room, software is outdated and needs to be updated to be able to share information. Radio upgrades to a digital system because it has reached its life span. The full effect will take place in two years. They are in need of four units but only budgeted for two units.
- Troy Harris Center is budgeting for a signage to address the Chamber of Commerce, Lovington MainStreet and Lovington Economic Development.
- Street department add more staffing, build a closure for the baler, \$30,000 building demolition, street signs, school zone signs, and a dump truck.

- Denton building increased 19% based on the actual cost.
- Fire Department for the ambulance loaders, radios and four cardiac monitors.
- Youth Center needing to repair the upper walls in the gym, adds heating/cooling, surveillance cameras and adds additional room for the L.A.C.E.S programs.
- Convenience Station needs to replace steps on the ramp and the shelter the employees occupy.
- The Water department is adding one more employee, repairing entry gates and manholes.
- Wastewater is adding two employees; replace the wash truck and blower needs to be replaced to treat the plant.
- Commissioner Trujillo mentioned about the medical cost compared to the 3% cost of living (COL)

PUBLIC COMMENT:

ADJOURNMENT:

There being no further business the meeting adjourned at 6:50 p.m.

APPROVED:

DIXIE DRUMMOND, MAYOR

ATTEST:

CAROL ANN HOGUE, CITY CLERK

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: May 13, 2013

TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Discussion of Tax Incentive
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: May 9, 2013

STAFF SUMMARY:

The City has received a proposal from Hibbett Sports that advises they wish to open a location in Lovington. They are in the process of lease negotiations and have requested a rebate of the City's portion of the sales tax collected.

Staff will share details during the meeting.

FISCAL IMPACT:

REVIEWED BY: _____

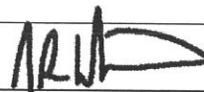
(Finance Director)

ATTACHMENTS:

RECOMMENDATION:

Discussion only.

Department Head



City Manager

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: May 13, 2013

TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Resolution 051313-01 - Judicial Complex Location
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: April 30, 2013

STAFF SUMMARY:

In order to emphasize and express our opinion to the Lea County Board of Commissioners on the placement of the new Judicial Complex, staff have prepared Resolution 051313-01 which specifies we desire to see the old Detention Facility demolished and the new Judicial Complex be built on that site. The resolution also expresses that we will provide any reasonable support to the County to ensure that this site is chosen.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

ATTACHMENTS:

Resolution 051313-01

RECOMMENDATION:

Motion to approve Resolution 051313-01

Department Head

City Manager

RESOLUTION 051313-01

WHEREAS, the County of Lea has been conducting a study to determine the most feasible site to construct a new Judicial Complex; and

WHEREAS, one of the potential sites identified in the study is the former Lea County Detention Facility; and

WHEREAS, the alternate site identified is near the new Lea County Sheriff Department Office and new Detention Facility, which would move an important government function out of the Lovington downtown area; and

WHEREAS, the old Lea County Detention Facility is unoccupied, unattractive, and cannot remodeled for any other government or private purpose; and

WHEREAS, movement of the Judicial Complex out of the downtown area would have a negative impact on the economy of Lovington, detract from the importance of the Lovington downtown area, and decrease the likelihood that citizens and visitors would visit our community.

NOW, THEREFORE, BE IT RESOLVED by the Lovington City Commission and the citizens they represent that:

1. They support the demolition of the former Lea County Detention Facility.
2. They fully support that the new Judicial Complex be constructed at the site of the former Lea County Detention Facility as it is in the best interests of our community and Lea County.
3. The City of Lovington will provide any reasonable support to Lea County to see that the new Judicial Complex remains in the downtown area.

PASSED, ADOPTED AND APPROVED this 13th day of May, 2013.

City of Lovington
New Mexico

Dixie Drummond
Mayor

ATTEST:

Carol Ann Hogue, Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: May 13, 2013

TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Approval of Water Well Engineering Contract
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: May 9, 2013

STAFF SUMMARY:

Pettigrew and Associates has submitted the attached contract for your approval in regards to the engineering services they will be providing for the water well project. This project is being funded through a Capital Outlay Appropriation.

This contract was provided by the State of New Mexico environmental department.

FISCAL IMPACT:

REVIEWED BY: *Marshall Stechen*
(Finance Director)

Capital Outlay Appropriation: \$400,000

Preliminary and Final Design Services Cost: \$42,091.50

Construction Additional Services Cost: Not to exceed \$44,825.00

ATTACHMENTS:

Engineering Services Contract

RECOMMENDATION:

Motion to approve as submitted.

Department Head

JRW

City Manager

**AGREEMENTS FOR ENGINEERING SERVICES
(Publicly Funded Project)**

THIS Agreement, made this ____ day of ____ 20____ by and between City of Lovington hereinafter referred to as the OWNER, and Pettigrew & Associates, P.A. hereinafter referred to as the ENGINEER.

The OWNER intends to construct a Project consisting of design and drilling of three (3) new municipal wells. Scope of Services will include:

1. Task 1 – Preliminary and Final Design Services
 - a. Design services associated with preparation of a single construction package for the drilling, development, and equipment of three new wells.
 - b. Prepare construction drawings, contract documents for bidding purposes, and an engineer's estimate of the total construction costs.
 - c. Respond to Requests for Information (RFI's) during bidding and construction and review shop drawing submittals during construction.
2. Task 2 – Additional Services
 - a. Providing a construction inspector during drilling of the test wells, and production testing to ensure that the contractor adheres to the construction documents. This service excludes geotechnical services associated with well drilling.
 - b. Field inspection for substantial completion of the completed wells, including development of punch list items for project completion.
 - c. Field inspection for final completion of completed wells for project close-out.
 - d. Preparation of well completion reports to be submitted to the Office of the State Engineer upon completion of the production wells.

in Lea County, State of New Mexico, which may be paid for in part with financial assistance from the United States of America acting through the United States Department of Agriculture – Rural Development, hereinafter referred to as USDA-RD; and/or through the United States Environmental Protection Agency, hereinafter referred to as EPA; and/or the New Mexico Environment Department, hereinafter referred to as NMED; and/or the New Mexico Finance Authority, hereinafter referred to as NMFA; and/or the New Mexico Department of Finance, hereinafter referred to as DFA; all collectively referred to as the Funding Agency. Neither the United States or the State of New Mexico nor any of its departments, agencies, or employees is or will be a party to this Agreement or any subagreement. The ENGINEER agrees to perform the various professional engineering services for the planning, design, and construction of said Project in accordance with the provisions of this Agreement.

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SECTION A – GENERAL PROVISIONS

1. General

(a) This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event any provisions of this Agreement or any subsequent addendum shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The General provisions of this Agreement supersede any conflicting SPECIAL PROVISIONS.

(b) OWNER and ENGINEER each is bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect of all covenants, agreements, and obligations of the Agreement. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in the Agreement without written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Unless expressly provided otherwise in this Agreement:

(1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them

(2) All duties and responsibilities undertaken pursuant to this Agreement will be for sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

(c) The ENGINEER will work closely with the Funding Agency, as necessary, for funding to be provided.

(d) The ENGINEER will attend conferences and public hearings with the OWNER, representatives of the Funding Agency, or other interested parties and provide assistance in connection with such undertakings as provided for in the scope of work detailed in the Attachments.

2. Approvals

(a) This Agreement shall not become effective until approved by the Funding Agency. Such approval shall be evidenced by the signature of a duly authorized representative of the Funding Agency in the space provided in the Attachments to this Agreement. The approval shall in no way commit the Funding Agency to render financial assistance to the OWNER. The Funding Agency is without liability for any payment hereunder, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of the Funding Agency.

(b) Review or approval of documents by or for the Funding Agency under this Agreement is for administrative purposes only and does not relieve the ENGINEER or OWNER of their responsibilities to design, construct and operate the Project as required under law, regulations,

permits and good management practices.

3. Responsibilities of the ENGINEER

(a) The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. If this Agreement involves environmental measures or data generation, the ENGINEER shall comply with EPA quality assurance requirements that can be found on their website at <http://www.epa.gov/quality/index.html>. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER'S duties under this Agreement. The ENGINEER, shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the design drawings, specifications, reports, and other services provided by ENGINEER under terms of this Agreement.

(b) The ENGINEER shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable Funding Agency requirements in effect on the date of execution of any assistance agreement for this Project.

(c) The OWNER, or Funding Agency review or approval of design drawings, specifications, reports, and other services furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of the work. Neither the OWNER, nor Funding Agency review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of action arising out to the performance of this Agreement.

(d) The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to the OWNER caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER'S control.

(e) ENGINEER'S opinions of probable Construction Cost are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

(f) During the Construction Phase, the ENGINEER shall not at any time supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

(g) The standard of care of all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by

members of subject profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with ENGINEER'S services.

(h) The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for faulty materials, equipment, or work.

4. Responsibilities of the OWNER

(a) The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.

(b) OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement without responsibility for verifying accuracy of OWNER furnished data and information.

(c) The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

(d) The OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER. Any verification or adaptation as stated above, will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

5. Changes

(a) The OWNER may, at any time, with prior approval of the Funding Agency, by written order make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date it receives the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.

(b) No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

6. Termination of Contract

(a) This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be effected unless the

other party is given (1) not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.

(b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given (1) not less than fourteen (14) calendar days written notice (delivered by certified, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the OWNER prior to termination.

(c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER within fourteen (14) calendar days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party an Agreement to complete the work under this Agreement.

(f) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph 9 of this clause.

7. Payment

(a) The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER. Such invoices are limited to no more than one per month. Compensation will be based on the lump sum or standard hourly rate with a maximum method of payment as detailed in the Attachments.

(b) The OWNER shall notify the ENGINEER of any disputed amounts in the invoices within fourteen (14) calendar days of receipt. If OWNER contests an invoice, OWNER may withhold only that portion so contested, and must pay the undisputed portion.

(c) Final Payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of the OWNER's claims against the ENGINEER under this Agreement.

(d) If OWNER fails to make any payment due ENGINEER within forty-five (45) calendar days after OWNER's receipt of ENGINEER's invoice, the amount due ENGINEER shall be increased

at the rate of 1.5% per month from said forty-fifth day. In addition, after ten (10) calendar days prior written notice, the ENGINEER may suspend services under this Agreement until ENGINEER is paid in full. OWNER waives any and all claims against ENGINEER for any such suspension.

8. Time

(a) PROGRESS AND COMPLETION

1. Time limits stated in this Agreement are of the essence. By executing the Agreement, ENGINEER confirms that the Contract Time(s) is (are) reasonable periods for performing each phase of the Work.
2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.
3. The OWNER shall not be liable to the ENGINEER for additional time or money if the ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated schedule regardless of the reason.
4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or neglect of the OWNER, changes in the Work as directed by the OWNER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended by OWNER per Section 5 of this Agreement. Extensions of time not associated with modifications or change to the Work shall not be allowed to increase the Contract amount for overhead or for any other reason and shall strictly apply toward liquidated damages.
5. The ENGINEER shall promptly notify OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will ensure completion within the Contract Time. It is expressly understood and agreed, by and between ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. ENGINEER agrees to promptly notify OWNER of delays in completing the services under this Agreement that are beyond ENGINEER's control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the ATTACHMENT, not as a penalty, but as liquidated damages.
2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly progress payments due to the ENGINEER or from other monies being withheld from the ENGINEER when a

reasonable estimate of the expected date of completion can be determined by the OWNER.

3. Final accounting of Liquidated Damages shall be determined at completion and the ENGINEER shall be liable for any Liquidated Damages over and above unpaid balances held by the OWNER.
4. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER amount specified in the ATTACHMENT (minimum fifty dollars [\$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

9. Project Design

Unless otherwise approved by the OWNER and Funding Agency, the ENGINEER shall specify materials, equipment, and processes that are readily available through competitive procurement and consistent with State and Federal regulations.

10. Audits and Access to Records

(a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and Funding Agency regulations in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation of support of the cost submission required under EPA regulations in effect on the date of execution for any negotiated agreement or amendment thereof and a copy of the cost summary submitted to the OWNER. The Funding Agency, the Comptroller General of the United States, the U.S. Department of Labor, OWNER, and the State water pollution control agency or any of their duly authorized representatives shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

(b) The ENGINEER agrees to make paragraphs (a) through (f) applicable to all agreements it awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all amendments directly related to Project performance.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies) and the General Accounting Office.

(d) The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a) upon their request.

(e) Records under paragraphs (a) and (b) above shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years from the date of final Federal/State assistance payment to the OWNER for the Project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the ENGINEER until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

(f) This right of access clause applies to financial records pertaining to all agreements (except formally advertised, competitively awarded, fixed price agreements) and all agreement amendments regardless of the type of agreement. In addition, this right of access applies to all records pertaining to all agreements and agreement amendments:

1. To the extent the records pertain directly to Agreement performance; or
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the Agreement is terminated for default or for convenience.

11. Subcontracts

(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations of this Agreement. The OWNER must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants.

(b) The ENGINEER may not subcontract services to subcontractors or consultants in excess of thirty (30) percent of the total phased compensation due ENGINEER and detailed in the Attachments without the OWNER's prior written approval.

12. Insurance

The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount specified in ATTACHMENT for injury to any one person and amount specified in ATTACHMENT on account of any one accident and in the amount specified in ATTACHMENT for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount specified in ATTACHMENT per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

13. Environmental Condition of Site

(a) Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

(b) Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

(c) If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

(d) It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

(e) If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 calendar days notice.

(f) Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

14. Mutual Waiver

To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

15. Independent Contractor

Engineer will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency or other fiduciary capacity is created by this Agreement or by Engineer's performance of the Services.

16. Equal Employment Opportunity

The ENGINEER shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

17. Gratuities

(a) If the OWNER finds after a notice and hearing that the ENGINEER or any of the ENGINEER's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER or the FUNDING AGENCY in an attempt to secure this Agreement, or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights

and remedies that the law or this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

(b) In the event this Agreement is terminated as provided in paragraph (a), the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the Agreement by the ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

18. Covenant Against Contingent Fees

The ENGINEER represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance the OWNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

19. Cost and Pricing Data on Federally-funded Projects (delete section if not applicable)

The ENGINEER and its subcontractor(s) assure that cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated agreements, lower tier subagreements, or amendments are based on current, accurate, and complete data supported by their books and records. If the OWNER, or Funding Agency determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement, or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and this Agreement shall be modified in writing to reflect such action. Failure to agree on a reduction shall be subject to the Remedies clause of this Agreement.

20. Remedies

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided by non-binding mediation or arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

21. Assurance Against Debarment

The ENGINEER assures that neither it nor any of its subcontractors are suspended or debarred by EPA or USDA-RD.

SECTION B – ENGINEERING SERVICES

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to

this Agreement:

Engineering Services During the Planning Phase

1. The ENGINEER shall complete the ENGINEERING SERVICES described in EXHIBIT A – Planning Services scope of work and cost proposal within the time specified in Attachment I – Compensation for Engineering Services During the Planning Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties. Any supporting documentation or revisions regarding the ENGINEER's services under this Agreement necessary to obtain the approval of the Funding Agency and all State regulatory agencies will be provided promptly.
2. The ENGINEER shall, prior to completion of ninety (90) percent of the Planning Phase service, prepare and furnish to the OWNER an estimate for total compensation to be paid to the ENGINEER for providing the services to be performed in the Design Phase.

Engineering Services During the Design Phase

3. The ENGINEER shall complete the ENGINEERING SERVICES described in EXHIBIT B – Design Services scope of work and cost proposal and section B-3 through B-11 described herein within the time specified in Attachment II – Compensation for Engineering Services During the Design Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties. Any supporting documentation or revisions regarding the ENGINEER's services under this Agreement necessary to obtain the approval of the Funding Agency and all State regulatory agencies will be provided promptly.
4. The ENGINEER shall perform the necessary design surveys, accomplish the detailed design of the Project, prepare contract documents including design drawings, specifications and invitations for bids, and prepare a final opinion of probable Project costs based on the final design of the Project. The design drawings prepared shall be in sufficient detail to show the character and extent of the Project and to permit the actual location of the proposed improvements on the Project site. It is also understood that if subsurface explorations such as borings, or soil tests are required to determine amounts of rock excavation or foundation conditions, the ENGINEER will furnish coordination of said explorations as an Additional Engineering Service, and the costs incident to such explorations, no matter whether they are performed by the ENGINEER or by others shall be paid for by the OWNER as indicated in Section C and set out in Attachment II.
5. The ENGINEER shall review the Engineering Report prepared for this Project and, if necessary and upon consultation with and concurrence of the OWNER, Funding Agency or delegated State as appropriate, shall revise design criteria, design standards, treatment process sizing and other appropriate preliminary design information included in the Plan or other preliminary engineering reports in order to complete the final design for the Project in accordance with the performance standards and accepted engineering practices.
6. The ENGINEER shall assist the OWNER in obtaining necessary permits and approvals from appropriate Federal, State, and local regulatory agencies. The cost of obtaining such permits and approvals shall be borne by the OWNER. However, this shall not be construed as a guarantee that the ENGINEER can cause a permit or permit condition to be granted or further the OWNER's goals.
7. The Contract Documents furnished by the ENGINEER under Section B-4 shall utilize

Funding Agency endorsed construction contract documents, as appropriate.

8. Prior to the advertisement for bids, the ENGINEER shall provide for each construction contract to be awarded by the OWNER, the number of copies specified in Attachment II of the detailed design drawings, specifications, and contract documents for use by the OWNER and appropriate Federal, State and local agencies from whom approval of the Project must be obtained. The ENGINEER shall provide additional copies of the above specified documents to the OWNER at the cost of reproduction. Originals of such items as documents, survey notes, and tracings, prepared by the ENGINEER are and shall remain the property of the ENGINEER, but this shall in no way infringe upon the OWNER's rights to such items under Section A-6(e).
9. The ENGINEER shall establish baselines for locating the work together with a suitable number of benchmarks adjacent to the work and show their location in the Contract Documents. This information and the Contract Documents will provide the contractor sufficient reference from which to execute the contract work. The ENGINEER is not obligated to set construction grade stakes for the construction of the Project.
10. The ENGINEER shall prepare and furnish to the OWNER three (3) copies of maps or drawings showing the approximate location of needed construction easements, permanent easements, rights-of-way and land to be acquired. Such maps or drawings shall be furnished promptly to enable the OWNER to initiate property and easement acquisitions.
11. The ENGINEER shall, prior to completion of ninety (90) percent of the Design Phase service, prepare and furnish to the OWNER an estimate for total compensation to be paid to the ENGINEER for providing the services to be performed in the Construction Phase and Operation Phase.
12. Section B-3 through B-11 and those ADDITIONAL ENGINEERING SERVICES designated for the Design Phase in Attachment II will take effect upon execution of Attachment II.

Engineering Services During the Construction Phase

13. ENGINEER shall complete the ENGINEER SERVICES described in EXHIBIT C – Construction Services scope of work and cost proposal and section B-13 through B-24 described herein, within the time specified in Attachment III – Compensation for Engineering Services During the Construction Phase from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.
14. The ENGINEER shall attend the bid opening and tabulate the bid proposals, analyze the responsiveness of the bidders, check references, and make recommendations for awarding the contract(s) for construction to the lowest responsible, responsive bidder.
15. Upon award of each construction contract, the ENGINEER shall furnish to the OWNER, for each contract, the number specified in Attachment III of the sets of the design drawings, specifications and contract documents for execution by the OWNER and contractor. The ENGINEER shall provide additional copies of such contract documents to the OWNER at the cost of reproduction.
16. The ENGINEER shall review and approve, for conformance with the design concept all shop drawings and other submittals required by the Contract Documents to be furnished by contractors.

17. The ENGINEER shall interpret the general intent of the design drawings and specifications to endeavor to protect the OWNER against defects and deficiencies in construction on the part of the contractors.
18. The ENGINEER shall provide general engineering review of the work of the contractors as construction progresses to ascertain that the contractors are conforming to the general design concept. Engineer shall, in connection with observations of Contractor's Work while it is in progress make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, but at least monthly, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
19. The ENGINEER's undertaking hereunder shall not relieve the contractor of its obligation to perform the work in conformity with the Contract Documents and in a workmanlike manner; nor shall it make the ENGINEER an insurer of the contractor's performance. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
20. The ENGINEER shall review each contractor's applications for progress and final payments and submit sufficient copies of same to the OWNER with the ENGINEER's recommendation for approval or disapproval.
21. The ENGINEER shall prepare necessary contract change orders for approval of the OWNER, the Funding Agency and others as required. The ENGINEER shall make an independent assessment of the Contractor's cost and time proposal and the impacts on the Contract Price and Contract Time as part of the review and recommendation process for each change order.
22. The ENGINEER shall make a site visit prior to issuing the certificate of substantial completion of all construction and submit a written report to the OWNER, the Funding Agency and others as required.
23. Prior to submission of recommendation for final payment on each contract, the ENGINEER shall submit a certificate of substantial completion of work done under that contract to the OWNER, the Funding Agency and others as required.
24. The ENGINEER shall provide the OWNER with record drawings as specified in the scope of work for Attachment III. Such drawings will be based upon the Resident Project

Representative's construction data and the construction records provided by the contractor during construction and reviewed by the Resident Project Representative.

25. Section B-13 through B-24 and those ADDITIONAL ENGINEERING SERVICES designated for the Construction Phase in Attachment III will take effect upon execution of Attachment III.

Engineering Services During the Operation Phase

26. The ENGINEER shall complete the ENGINEERING SERVICES described in EXHIBIT D – Operational Services scope of work and cost proposal and section B-26 through B-31 within the time specified in Attachment IV – Compensation for Engineering Services During the Operation Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
27. The ENGINEER shall review the first year's operation of the Project and revise the operation and maintenance manual for the Project as necessary to accommodate actual operating experience.
28. The ENGINEER shall provide to the OWNER monthly operation reports on the performance of the Project.
29. The ENGINEER shall train operating personnel and prepare curricula and training material for operating personnel.
30. Eleven (11) months after the initiation of the Project operation, the ENGINEER shall advise the OWNER in writing whether the Project meets the project performance standards.
31. Section B-26 through B-30 and those ADDITIONAL ENGINEERING SERVICES designated for the Operation Phase in Attachment IV will take effect upon execution of Attachment IV.

SECTION C – ADDITIONAL ENGINEERING SERVICES

ADDITIONAL ENGINEERING SERVICES as detailed in the Attachments shall be provided by the ENGINEER upon written authorization by the OWNER and concurrence of Funding Agency. Compensation for performing the designated ADDITIONAL ENGINEERING SERVICES will be included on Attachment I, Attachment II, Attachment III, or Attachment IV. ADDITIONAL ENGINEERING SERVICES could include such things as the following.

1. Provide Resident Project Observation. The ENGINEER shall, prior to the preconstruction conference, submit a resume of the Resident Project Representative's qualifications, anticipated duties and responsibilities for approval by the OWNER and the Funding Agency. Resident observation includes checking lines and grades, keeping records of full measurements and the contractor's activities, passing information between the ENGINEER and contractor, reviewing of contractor's request for progress payments, inspection of completed work for compliance with Contract Documents and keeping of a daily diary per Funding Agency requirements. Performance of this service will not guarantee the contractor's performance, but it endeavors to protect the OWNER against defects and deficiencies in the Project and verify compliance with the contract Documents. Period of service for calculating compensation will be as specified in the Attachments.

2. Prepare site, boundary, and topographic surveys for treatment works, dams, reservoirs, and other similar special surveys as may be required.
3. Conduct laboratory tests, well tests, borings, and specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.
4. Prepare property surveys, detailed descriptions of sites, maps, drawings, or estimates related thereto; assist in negotiating for land and easement rights.
5. Appear before courts or boards on matters of litigation related to the project.
6. Assist OWNER with developing a user charge system. Design a user charge system to produce adequate revenues required for the operation, maintenance and replacement of the Project that meets applicable EPA or other requirements.
7. Prepare an operation and maintenance manual.
8. Provide construction-staking services.
9. Prepare or review environmental assessments and impact statements; review and evaluate the effects on the design requirements for the Project of any such statements and documents prepared by others; and assist in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
10. Provide services resulting from significant changes in the scope, extent or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, Drawings, Specifications or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, standards or orders enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.
11. Provide services resulting from evaluation by ENGINEER during the Study and Report Phase at OWNER's request of alternative solutions in addition to those specified in Exhibit A to Attachment I.
12. Prepare for, coordinate with, participate in and respond to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications or other Bidding Documents as a result of such review processes.
13. Provide services in connection with Work Change Directives and Change Orders to reflect OWNER-requested changes to the Drawings and Specifications.
14. Provide services in making revisions to Drawings and Specifications occasioned by the OWNER's acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitution.
15. Provide additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) work damaged by fire or other cause during construction, (3) a significant amount of defective, neglected or delayed work by

Contractor, (4) acceleration of the progress schedule involving services beyond normal working hours, or (5) default by Contractor.

SECTION D – SPECIAL PROVISIONS OR MODIFICATIONS TO THE STANDARD LANGUAGE IN THIS AGREEMENT

(Describe, attach or indicate "None")

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below. **The parties further certify by their signatures below that no modifications have been made to the standard language of this Agreement, other than those detailed in Section D.**

ATTEST: _____
Type Name _____
Title _____
Date _____

OWNER: _____
By _____
Type Name _____
Title _____
Date _____

ATTEST: _____
Type Name _____
Title _____
Date _____

ENGINEER: Pettigrew & Associates, P.A.
By _____
Type Name Debra P. Hicks, PE
Title President & CEO
Address 100 E. Navajo Ste. 100
Hobbs, NM 88240
Date _____

REVIEWED: FUNDING AGENCY
NAME: _____
By _____
Type Name _____
Date _____

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ATTACHMENTS

(Please check the appropriate box and include applicable Exhibit)

- ATTACHMENT I** - Compensation for Engineering Services During the Planning Phase
- ATTACHMENT II** - Compensation for Engineering Services During the Design Phase
- ATTACHMENT III** - Compensation for Engineering Services During the Construction Phase
- ATTACHMENT IV** - Compensation for Engineering Services During the Operation Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the ____ day of ____, 20____ by and between the City of Lovington, the OWNER, and Pettigrew & Associates, P.A., the ENGINEER, the OWNER and ENGINEER agree this ____ day of ____, 20____ that the OWNER shall compensate the ENGINEER for services described in Section B and Section C and further described in

- EXHIBIT A** – Planning Services scope of work and cost proposal
- EXHIBIT B** – Design Services scope of work and cost proposal
- EXHIBIT C** – Construction Services scope of work and cost proposal
- EXHIBIT D** – Operational Services scope of work and cost proposal

2. Compensation for ENGINEERING SERVICES shall be by the

- LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES, as described in the appropriate EXHIBIT, shall not exceed \$42,091.50, excluding gross receipt tax and reimbursables.
- STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursables, for ENGINEERING SERVICES as described in the appropriate EXHIBIT shall not exceed \$_____ without prior written approval of the OWNER, with Funding Agency concurrence.

3. Compensation for ADDITIONAL ENGINEERING SERVICES (provided by the engineer upon written authorization from the Owner and concurrence of the funding agency), shall be by the

- LUMP SUM** method of payment. The total amount of compensation for ADDITIONAL ENGINEERING SERVICES, as described in the appropriate EXHIBIT, shall not exceed \$_____, excluding gross receipt tax and reimbursables.
- STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursables, for ADDITIONAL ENGINEERING SERVICES as described in the appropriate EXHIBIT shall not exceed \$44,825.00 without prior written approval of the OWNER with Funding Agency concurrence.

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4. The amount of compensation shall not change unless the scope of services to be provided

by the ENGINEER changes and this Agreement is formally amended according to Section A-5. Contract Time under Section B. and for the purpose of Section A.8 shall be 265 calendar days (or as specified in the Attachments or Exhibits).

5. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER fifty dollars (\$50) (minimum fifty dollars [\$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement (See attached project schedule - Gantt chart, bar chart, etc.) until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

6. The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than \$500,000 for injury to any one person and \$500,000 on account of any one accident and in the amount of not less than \$1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$2,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

7. OWNER shall pay ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate EXHIBIT. The amounts payable to ENGINEER for reimbursable expenses will be the project related internal expenses, such as mileage, per diem and reproduction, actually incurred or allocated by ENGINEER, plus all invoiced external reimbursable expenses, including consultants, allocable to the project, the latter multiplied by a factor of 10%. Reimbursable expenses shall not exceed the estimate in the EXHIBIT without prior written approval of the OWNER, with Funding Agency concurrence.

8. The method for interim or partial payments, such as milestone or time & materials, shall be: Standard invoicing on a monthly basis

9. Signatures

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below.

ATTEST: _____
Type Name _____
Title _____
Date _____

OWNER: _____
By _____
Type Name _____
Title _____
Date _____

ATTEST: _____
Type Name _____
Title _____
Date _____

ENGINEER: Pettigrew & Associates, P.A
By _____
Type Name Debra P. Hicks, PE
Title President & CEO
Address 100 E. Navajo Ste. 100
Hobbs, NM 88240
Date _____

REVIEWED: FUNDING AGENCY
NAME: _____
By _____
Type Name _____
Date _____

Exhibit B
City of Lovington Wells 29, 30 & 31
Scope of Services

1. Task 1 – Preliminary and Final Design Services

- a. Design services associated with preparation of a single construction package for the drilling, development, and equipment of three new wells.
- b. Prepare construction drawings, contract documents for bidding purposes, and an engineer's estimate of the total construction costs.
- c. Respond to Requests for Information (RFI's) during bidding and construction and review shop drawing submittals during construction.

Lump Sum \$42,091.50

2. Task 2 – Construction Additional Services

- a. Providing a construction inspector during drilling of the test wells, and production testing to ensure that the contractor adheres to the construction documents. This service excludes geotechnical services associated with well drilling.
- b. Field inspection for substantial completion of the completed wells, including development of punch list items for project completion.
- c. Field inspection for final completion of completed wells for project close-out.
- d. Preparation of well completion reports to be submitted to the Office of the State Engineer upon completion of the production wells.

Cost Not to Exceed \$44,825.00

Attachment 1
City of Lovington Wells 29, 30 & 31
Timeframe

1. Task 1 – Preliminary and Final Design Services

- o Design to 60%: 28-Calendar days
- o City & NMED Review: 14-Calendar days
- o Final Design 28-Calendar days
- o Final review (NMOSE, NMED, City): 30-Calendar days

Sub-Total Task 1 Time frame: 100-Calendar days

2. Task 2 – Construction Additional Services

- o City Bidding process: 45-Calendar days
- o Construction Testing & completion of three wells, and well houses 120-Calendar days

Sub-Total Task 2 Time frame: 165-Calendar days

Total Project Time Frame: 265-Calendar days

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: May 13, 2013

TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Consider Approval of Land Lease
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams
DATE SUBMITTED: May 3, 2013

STAFF SUMMARY:

Iram Ochoa, of OMI Trucking, has expressed interest in leasing 5 acres of land in our industrial park. The area is immediately south of the Key Energy Building.

Attached is the lease agreement for the Commission to consider approval of.

FISCAL IMPACT:

First year: \$7,500 income
Each additional year: \$9,000 income

REVIEWED BY: *Marshall Stephens*
(Finance Director)

ATTACHMENTS:

Lease Agreement

RECOMMENDATION:

Motion to approve.

Department Head

ARW

City Manager

LEASE AGREEMENT

This Lease Agreement made this 14th day of May, 2013 between the CITY OF LOVINGTON, a municipal corporation organized and existing under the law of the State of New Mexico, (hereinafter referred to as "Lessor") and OMI, a company permitted to conduct business in the State of New Mexico, (hereinafter referred to as "Lessee").

WITNESSETH:

1. **Leased Premises:** Lessor does hereby lease unto Lessee certain real property located at a tract of land located in the SE ¼ of Section 25, Township 16S, R36E N.M.P.M, City of Lovington, Lea County, New Mexico and being more particularly described by metes and bounds as follows:

Commencing at a found 5/8" rebar, being used as the SE corner of Section 25; thence 89°48'00"W 1203.92 feet along the South line of Section 25 and Section 36; thence N40°05'38"W 1837.71 feet to a set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348" for a Point of Beginning; thence continuing N49°45'50"E 407.17 feet along the west line of the Lovington Highway to a set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348"; thence N40°14'10"W 534.91 feet to a set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348"; thence S49°45'50"W 403.18 feet to a set rebar with red plastic cap marked "HICKS NMPS 12348"; thence S40°14'10"E 534.91 feet along the west right of way line of Lovington Highway to the Point of Beginning.

The premises leased encompasses an area approximately 5.00 acres, more or less and is more particularly described by the printed diagram, which is attached hereto and made a part hereof as Exhibit "A". Lessee agrees that it has no rights to use any property owned by the Lessor other than as specifically set forth herein.

2. **Rental:** The annual rental to be paid by the Lessee to Lessor shall be One Hundred Dollars (\$100) per acre per month for the first six (6) months after which annual rent shall be One Hundred Fifty Dollars (\$150) per acre per month during the primary term of this Lease which shall be Ten (10) years, subject to the restrictions and limitations set forth herein. The Commencement Date of the Lease shall be May 14, 2013 and the lease shall terminate on May 14, 2023. Lessee may, at its own option, renew this Lease Agreement for a consecutive term or terms of ten (10) years by giving written notice to City no later than ninety (90) days prior to the end of the primary term, or, if applicable, to a consecutive term.
3. **Use.** It is agreed and understood that the leased premises may be used for commercial purposes to operate a trucking company and in such manner by Lessee as shall not violate any ordinances or other regulations of the City of Lovington or County of Lea, or any other state or federal rule, regulation or law, now in force or hereinafter adopted,

which in any manner shall affect the use of the demised premises. Said usage shall be subject to, and limited by, periodic restrictions as may be required by Lessor for the safety and proper operations of the Municipal Wellfield.

4. **Prohibited Use of Premises:** Lessee will make no offensive use of the leased premises. Lessee will not use the lease premises, or any part thereof for permanent or temporary residences or RV or trailer parks. Lessee shall not use the lease premises, or any part thereof for any use that is extra hazardous on account of fire, chemical waste or for any purpose that is a nuisance or that is offensive to other tenants or occupants of other buildings in the vicinity without written permission from Lessor. Said written permission shall not be unreasonably withheld but is subject to all applicable rules and regulations governing said use.
5. **Municipal Freshwater Wellfield Considerations.** Lessee shall, in a timely fashion, provide the Water Department Superintendent Material Safety Data sheets for all chemicals used, stored or brought onto the Leased Premises. Lessee shall provide the Water Department Superintendent with a copy of a Spill Prevention Plan for Lessee's operations on the Leased Premises and shall make itself familiar with the sensitive nature of the municipal freshwater wellfield.
6. **Improvements and Removal; Termination.** It is agreed and understood by the parties that the Lessee may construct certain improvements upon the leased premises at Lessee's own cost and conforming to the building code or regulations of the City of Lovington. It further is agreed and understood by the parties that the Lessee shall obtain structure, building, facility or fence permits. Lessee shall not construct or place any promotional or directional signs without prior written consent of Lessor.

All improvements permanently attached to the land upon the expiration of the lease or any extension thereof, which is not removed within one hundred twenty (120) days from and after the expiration of the term, shall become the property of the City of Lovington.

Lessor reserves the right to cancel or terminate this Lease by giving to Lessee not less than thirty (30) days written notice of cancellation and termination if the governing body determines that the property is needed for either municipal purposes, for industrial development or if against public policy. Rent shall be prorated as of either, written notice by the Lessor of its intent to terminate or cancel the lease or any portion of the land or actual utilization of the land for municipal or industrial purposes by the Lessor, whichever comes first. Lessee shall have the right to cancel and terminate this lease at the end of the 12th, 24th, 36th or 48th month of the primary term by giving to Lessor not less than thirty (30) days written notice of cancellation and termination.

7. **Liens.** The Lessee shall not permit any liens or encumbrances to be filed against the property, which is subject to this Lease, or against the Lessee's leasehold interest in the

leased premises.

Lessee shall make no contract or agreement for the construction, alternation, or repairing of any building or other improvement on the demised premises without prior written approval by Lessor. Any such contract shall provide for ten (10) days notice to Lessor prior to the beginning of any work and such contract or agreement is in writing and contains an express waiver by such contractor of any claim for mechanic's or materialmen's liens against the demised premises or improvements thereon.

8. **Condition.** The Lessee agrees that it will surrender the property peaceably and in good condition at the termination of this Lease, ordinary wear and tear excepted.
9. **Utilities.** The Lessee will provide all of its own utilities, and the Lessor shall cooperate fully in making available to Lessee the necessary connections for water and sewer.
10. **Access.** Lessee hereby grants to Lessor the right of access and ingress and egress from the leased premises by the Lessor and its agents; provided that such rights of access, ingress and egress are exercised for the care, operation, maintenance and repair of any water or sewer lines, streets or alleys or appurtenances thereto that the Lessor now has installed or that may be installed in the future on the land. Lessee agrees not to, in any manner, interfere with Lessor's officers or agents in regard to clearing, trenching for, laying, constructing, maintaining or repairing any sewer, pipelines, streets or alleys. Lessee will use NM Highway 18 as the primary access to the property as set for in "Exhibit B" attached hereto.
11. **Lessee's Assumption of Liability.** The Lessee covenants and agrees that it will indemnify and save the Lessor harmless from any and all liability, damage, expense, cause of action, suits, claims or judgments arising from injury to person or death or damage to property on or off the premises, arising or resulting from Lessee's usage of the leased premises or the operations by the Lessee.
12. **Insurance.** Lessee and any agents or assigns shall procure and maintain in force, at its expense, during the term of this Lease and any extension thereof, public liability insurance with insurers approved by Lessor with a certificate of said insurance. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the lease premises, in a minimum amount of \$1,000,000 combined single limit for property damage. Lessee shall obtain a written obligation from the insurers to notify Lessor in writing at least thirty (30) days prior to cancellation or refusal to renew any policy. The Lessee shall name the City of Lovington as an additional insured.

\$ Lessee shall provide certificates of insurance of their automobile liability insurance naming the City of Lovington as an additional insured. Copies of these

certificates shall be forwarded to the City Clerk.

§ All insurance policies, agents, brokers and companies must be submitted to the City Manager of the City of Lovington, for review and approval by the City Manager. A Certificate of Insurance must be filed in the office of the City Manager each year of the Lease term.

13. **Default.** In the event of default on the part of Lessee, the Lessor shall notify Lessee of such default and in the event Lessee does not correct said default within ninety (90) days from the date notice is received, then the Lessor may, at its option, terminate this Lease.
14. **Assignment/Subletting.** The Lessee shall not assign or sublet any portion of this Lease without the express written consent of the Lessor. Nothing within this paragraph shall be interpreted or construed so as to prohibit Lessee from renting or otherwise subletting space within structures constructed by Lessee on the leased premises, subject to the same terms and conditions as contained herein.
15. **Notices.** All notices to be given with respect to this Lease 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.

Lessor: City Manager
City of Lovington
214 S. Love
Lovington, NM 88260

Lessee: Iram Ochoa
OMI
P.O. Box 151
Lovington, NM 88260

16. **Taxes and Assessments.** The Lessee shall pay such taxes or assessments as may be lawfully levied by any government agency for the improvements to be erected on the premises.
17. **Successor's Bound.** The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.
18. **Authority to Contract.** Lessor covenants and represents that it has met all of the legal

requirements necessary to its entry into this Lease and further covenants that the officers are persons signing on behalf of the City of Lovington, a municipal corporation.

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

CITY OF LOVINGTON, NEW MEXICO

DIXIE DRUMMOND, MAYOR

ATTEST

CAROL ANN HOGUE, CITY CLERK

LESSEE

TITLE

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: MAY 13, 2013



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: CONSIDER APPROVAL OF THE 4TH ANNUAL SMOKIN' ON THE PLAZA EVENT

DEPARTMENT: LOVINGTON MAINSTREET

SUBMITTED BY: TABATHA LAWSON

DATE SUBMITTED: 5/9/2013

STAFF SUMMARY:

LOVINGTON MAINSTREET HAS REQUESTED PERMISSION TO PROCEED WITH THIS EVENT ON JUNE 14-15, 2013.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

ATTACHMENTS:

SEE ATTACHED DOCUMENTS

RECOMMENDATION:

MOTION TO APPROVE THE REQUEST

Department Head

JAMES R. WILLIAMS

City Manager



P.O. Box 1418
201 S. Main Street
Lovington, NM 88260
Ph. 575-396-1418
director@lovingtonmainstreet.org
www.lovingtonmainstreet.org

May 2, 2013

Dear Commission:

June 14-15, 2013 is the date of Lovington MainStreet's 4th Annual Smokin' On the Plaza state championship barbecue cookoff. This event is sanctioned by the International Barbecue Cookers Association (IBCA) and is attracting the attention of contestants from not only New Mexico, but also surrounding states. The Grand Champion of our event will qualify to compete in two national levels of competition later in the year. Based upon the success of this event in the past, we expect several thousand people to attend this year's Smokin' On the Plaza. With this in mind, we are going to increase the advertising and entertainment for 2013. We will be adding a Music Festival, Kids BBQ Competition, Ventriloquist, Beer Garden and games to the Smokin' On the Plaza event.

Lovington MainStreet has also partnered with the Lost Bikers Riding Club to host the Dust Bowl Poker Run & Rally in conjunction with Smokin' On the Plaza this year. The Dust Bowl event will include a motorcycle rally with a Poker Run, Parade, Bike Show, Stunt Show, Bike Games and vendors.

I have attached a copy of the map for the entire event (Smokin' On the Plaza & Dust Bowl), along with the Entertainment Lineup and Schedule of Events. Please review these items and grant us permission to proceed. Should you have any questions, please do not hesitate to contact me at the number above or Connie Sevier at 575-704-9383.

Thank you for your consideration. We look forward to seeing you in Historic Downtown Lovington for this fun-filled weekend!

Sincerely,

Tabatha Lawson, Executive Director
Lovington MainStreet



Lovington MainStreet's 4th Annual
**Smokin' On The Plaza &
 LBRC Dust Bowl**

June 14th & 15th, 2013



Schedule of Events

Friday (6/14):	9:00 am - 7:00 pm 2:00 pm 4:00 pm 4:00 pm - 11:00 pm 4:00 pm - 6:00 pm 6:00 pm 6:00 pm - 8:00 pm 7:00 pm 8:00 pm - 11:00 pm 11:00 pm	Check-in at LMS Tent Assign Pit Areas; Set Up Pits; Meat Inspections Start Cookin'! Vendors & Food Sales Kids Q Competition - Start Cookin'! Beer Garden Open Family-Friendly Games Live Musical Performance: Hobbs Community Rock Band Bike Games Start Live Musical Performance: The Funk Puppets Kids Q Competition - Judging Live Musical Performance: Liquid Gypsy After Party with Lost Bikers Riding Club
Saturday (6/15):	7:00 -- 9:00 am 9:00 am 10:00 am 10:00 am 10:00 am - 12:00 pm 10:30 am 11:00 am 11:30 am 12:00 pm 12:00 pm 12:00 pm 1:00 pm 1:00 pm - 4:00 pm 2:00 pm 3:00 pm 10:00 am - 3:00 pm 10:00 am - 6:00 pm 4:00 pm 6:00 pm	Breakfast for Contestants in Judges' Tent Head Cooks' Meeting with IBCA Judge Event open to public--Vendors & Food Sales Live Musical Performance: Aaron Tiffany Folk Band Bike Show LAST BIKE OUT-Dust Bowl Poker Run Live Musical Performance: Marleyna Ochoa Volunteer Judges Meet with IBCA Judge Motorcycle Stunt Show Live Musical Performance: Mariachi Vid Y Trigal Contestants turn in Chicken for judging Contestants turn in Pork Spare Ribs for judging Live Musical Performance: NEW 22 Band Contestants turn in Brisket for judging Bike Parade <i>(Line up at the old Gibson building parking lot. Parade to go down Main St. to Commercial, turn South and head West on Ave. D to Main Street, then North to the Courthouse.)</i> People's Choice & Anything Goes Voted on by Public Beer Garden Open Funny Dummy Ventriloquist Shows Family-Friendly Games Awards Ceremony - Smokin' On the Plaza & Dust Bowl After Party with Lost Bikers Riding Club



Lovington MainStreet's 4th Annual

Smokin' On The Plaza

June 14th & 15th, 2013

Entertainment Lineup

<u>Date</u>	<u>Time</u>	<u>Band Name</u>	<u>Type of Music</u>
6/14	4-6 pm	Hobbs Community Band	Rock
6/14	6-8 pm	The Funk Puppets	Funk/Classic Rock
6/14	8-11 pm	Liquid Gypsy	Tejano/Rock/Country
6/15	10-11 am	Aaron Tiffany Band	Folk/Christian
6/15	11 am-12 pm	Marleyna Ochoa	Christian/Country
6/15	12-1 pm	Mariachi Vid Y Trigal	Mariachi
6/15	1-4 pm	NEW 22	Variety
6/15	Various	The Funny Dummy Show	Ventriloquist

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: MAY 13, 2013

TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: CONSIDER APPROVAL OF DEAN ADDITION FINAL PLAT
DEPARTMENT:
SUBMITTED BY: HAROLD LAWSON
DATE SUBMITTED: 5/7/2013

STAFF SUMMARY:

HAROLD LAWSON HAS REQUESTED APPROVAL ON THE FINAL PLAT AT DEAN ADDITION.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

ATTACHMENTS:

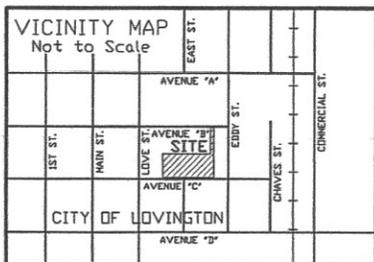
SEE ATTACHED FINAL PLAT

RECOMMENDATION:

MOTION TO APPROVE THE FINAL PLAT.

Department Head

JAMES R. WILLIAMS
City Manager



CERTIFICATE OF MUNICIPALITY

I, JAMES WILLIAMS, CITY MANAGER, LEA COUNTY, NEW MEXICO, FOREGOING PLAT IN THE CITY OF MEXICO WAS REVIEWED AND MUNICIPAL REGULATIONS ON _____, 201

JAMES WILLIAMS, CITY MANAGER

ACKNOWLEDGEMENT:

STATE OF NEW MEXICO)
COUNTY OF LEA)

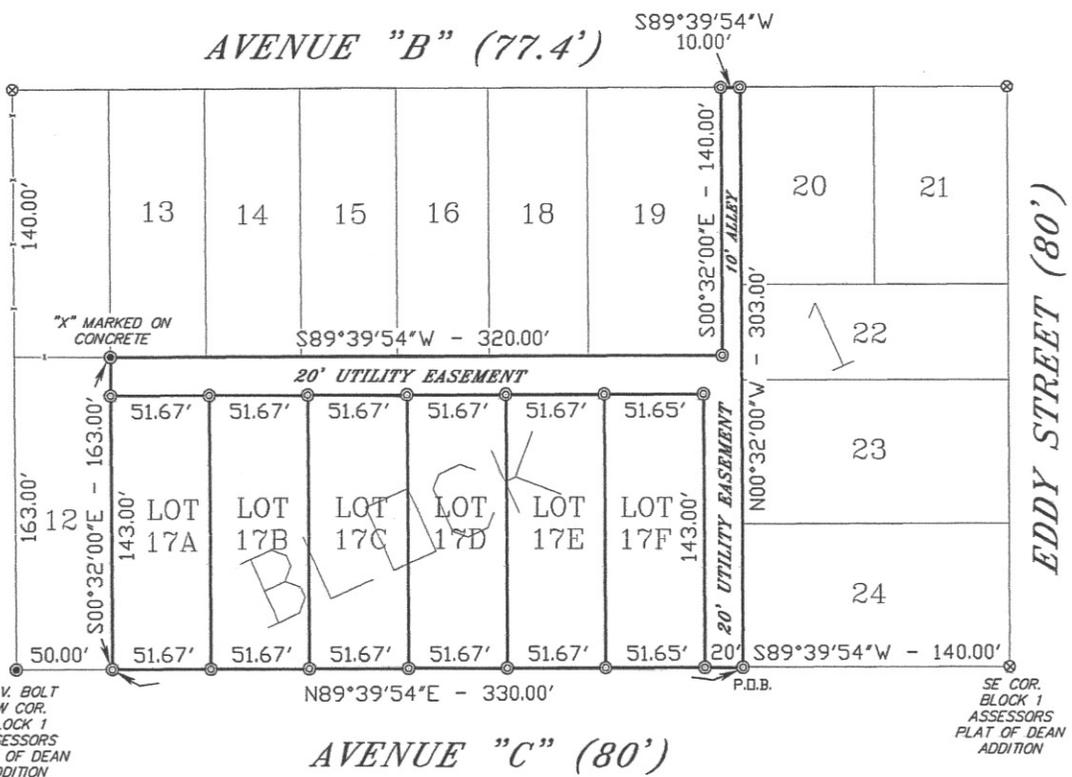
ON THIS _____ DAY OF _____
APPEARED _____
BE THE PERSON(S) DESCRIBED IN THE INSTRUMENT AND ACKNOWLEDGE FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL OF THE COUNTY OF LEA

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

NOTES:
BEARINGS SHOWN FROM MEASUREMENTS AND COORDINATE SYSTEM AMERICAN DATUM OF 1983 SURFACE VALUES.



SURVEYORS CERTIFICATE

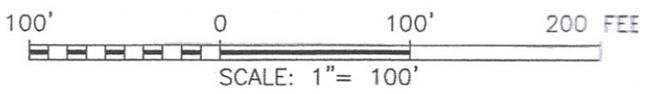
I, TERRY J. ASEEL, NEW MEXICO PROFESSIONAL SURVEYOR NO. 15079, DO HEREBY CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE "MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO" AS ADOPTED BY THE NEW MEXICO STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND SURVEYORS.

IN WITNESS WHEREOF I HEREBY SET MY HAND AND AFFIX MY OFFICIAL SEAL THIS 28th DAY OF MAY, 2013.

Terry J. Aseel
Terry J. Aseel, N.M./R.P.L.S. No. 15079

LEGEND

- ⊙ - DENOTES: FOUND MONUMENT AS NOTED
- ⊙ - DENOTES: SET 1/2" REBAR W/PVC CAP MARKED "NM 15079 TX 5204"
- ⊙ - DENOTES: CALCULATED CORNER



**PLAT OF TRACT 17 OF BLOCK 1 OF THE ASSESSORS
 AT OF TRACTS IN THE DEAN ADDITION TO THE CITY
 OF LOVINGTON, LEA COUNTY, NEW MEXICO**

APPROVAL:
 I, _____, CLERK FOR THE CITY OF LOVINGTON,
 HEREBY CERTIFY THAT THE
 INSTRUMENT OF LOVINGTON, LEA COUNTY, NEW
 MEXICO IS COMPLIANT WITH THE
 REQUIREMENTS OF THE
 LEA COUNTY PLAT ACT OF
 1983, AS AMENDED, ON THIS _____ DAY OF _____,

LEGAL DESCRIPTION

BEGINNING AT A 1/2" REBAR W/PVC CAP MARKED "NM 15079 TX 5204" SET AS THE SOUTHEAST CORNER OF THIS TRACT WHICH LIES S89°39'54"W - 140.00 FEET FROM THE SOUTHEAST CORNER OF BLOCK 1 OF THE ASSESSORS PLAT OF DEAN ADDITION; THENCE N00°32'00"W - 303.00 FEET TO A 1/2" REBAR W/PVC CAP MARKED "NM 15079 TX 5204" SET AS A CORNER OF THIS TRACT; THENCE S89°39'54"W - 10.00 FEET TO A 1/2" REBAR W/PVC CAP MARKED "NM 15079 TX 5204" SET AS A CORNER OF THIS TRACT; THENCE S00°32'00"E - 140.00 FEET TO A 1/2" REBAR W/PVC CAP MARKED "NM 15079 TX 5204" SET AS A CORNER OF THIS TRACT; THENCE S89°39'54"W - 320.00 FEET TO A "X" MARKED ON CONCRETE SET AS A CORNER OF THIS TRACT; THENCE S00°32'00"E - 163.00 FEET TO A 1/2" REBAR W/PVC CAP MARKED "NM 15079 TX 5204" SET AS THE SOUTHWEST CORNER OF THIS TRACT; THENCE N89°39'54"E - 330.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.27 ACRES OF LAND MORE OR LESS. BEING SUBJECT TO 20' WIDE UTILITY EASEMENTS AND 10' WIDE ALLEY EASEMENT AS SHOWN.

DEDICATION:

SAID TRACTS ARE BEING SUBDIVIDED AND REPLATTED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) THEREOF, AND IS SURVEYED AND SUBDIVIDED AS THEY APPEAR ON THE PLAT AFFIXED HERON. ALL AREAS OF LAND SHOWN FOR PUBLIC USE, INCLUDING STREETS AND ALLEYS, ARE HEREBY DEDICATED TO THE PUBLIC USE.

_____, 2013. BEFORE ME PERSONALLY
 KNOWN TO ME TO
 BE THE PERSON(S) DESCRIBED IN AND WHO EXECUTED THE FOREGOING
 INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR
 FREE ACT AND DEED.

 HAROLD LAWSON-SECRETARY TREASURER
 FOR J.I.H. CORPORATION

I SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

ACKNOWLEDGEMENT:

STATE OF NEW MEXICO)
)SS
 COUNTY OF LEA)

ON THIS _____ DAY OF _____, 2013. BEFORE ME PERSONALLY
 APPEARED _____, KNOWN TO
 ME TO BE THE PERSON(S) DESCRIBED IN AND WHO EXECUTED THE FOREGOING
 INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR
 FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

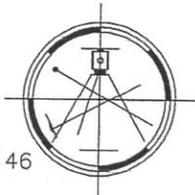
MY COMMISSION EXPIRES: _____

 NOTARY PUBLIC

ALL DISTANCES ARE FROM GPS
 POINTS TO THE NEW MEXICO
 "NAD 83" NORTH
 ZONE. DISTANCES ARE U.S. FEET

Asel Surveying

P.O. BOX 393 - 310 W. TAYLOR
 HOBBS, NEW MEXICO - 575-393-9146



HAROLD LAWSON	Work Order #130315PS (Rev. A)
Date Surveyed: 03/15/2013	Surveyed by: Terry Asel
DWG #130315PS (Rev. A).dwg	Drafted By: KA
Scale: 1" = 100'	Sheet 1 of 1

STATE OF NEW MEXICO
 COUNTY OF LEA
 FILED

_____, 2013,

AT _____, O'Clock _____ M

and Recorded in Book _____

Page _____

Pat Chappelle, Lea County Clerk

By _____ Deputy

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: MAY 13, 2013

TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: CONSIDER APPROVAL OF SUNRISE ADDITION FINAL PLAT

DEPARTMENT:

SUBMITTED BY: DAVID GALLEGOS

DATE SUBMITTED: 5/7/2013

STAFF SUMMARY:

DAVID GALLEGOS HAS REQUESTED TO APPROVE THE FINAL PLAT AT SUNRISE ADDITION.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

ATTACHMENTS:

SEE ATTACHED FINAL PLAT

RECOMMENDATION:

MOTION TO APPROVE THE FINAL PLAT.

Department Head

JAMES R. WILLIAMS

City Manager

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: MAY 13, 2013

TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: CONSIDER APPROVAL OF DIMSHA ADDITION FINAL PLAT

DEPARTMENT:

SUBMITTED BY: MATT KNEELAND

DATE SUBMITTED: 4/22/2013

STAFF SUMMARY:

MATT KNEELAND HAS REQUESTED FOR AN APPROVAL OF THE DIMSHA ADDITION FINAL PLAT

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

ATTACHMENTS:

SEE ATTACHED FINAL PLAT

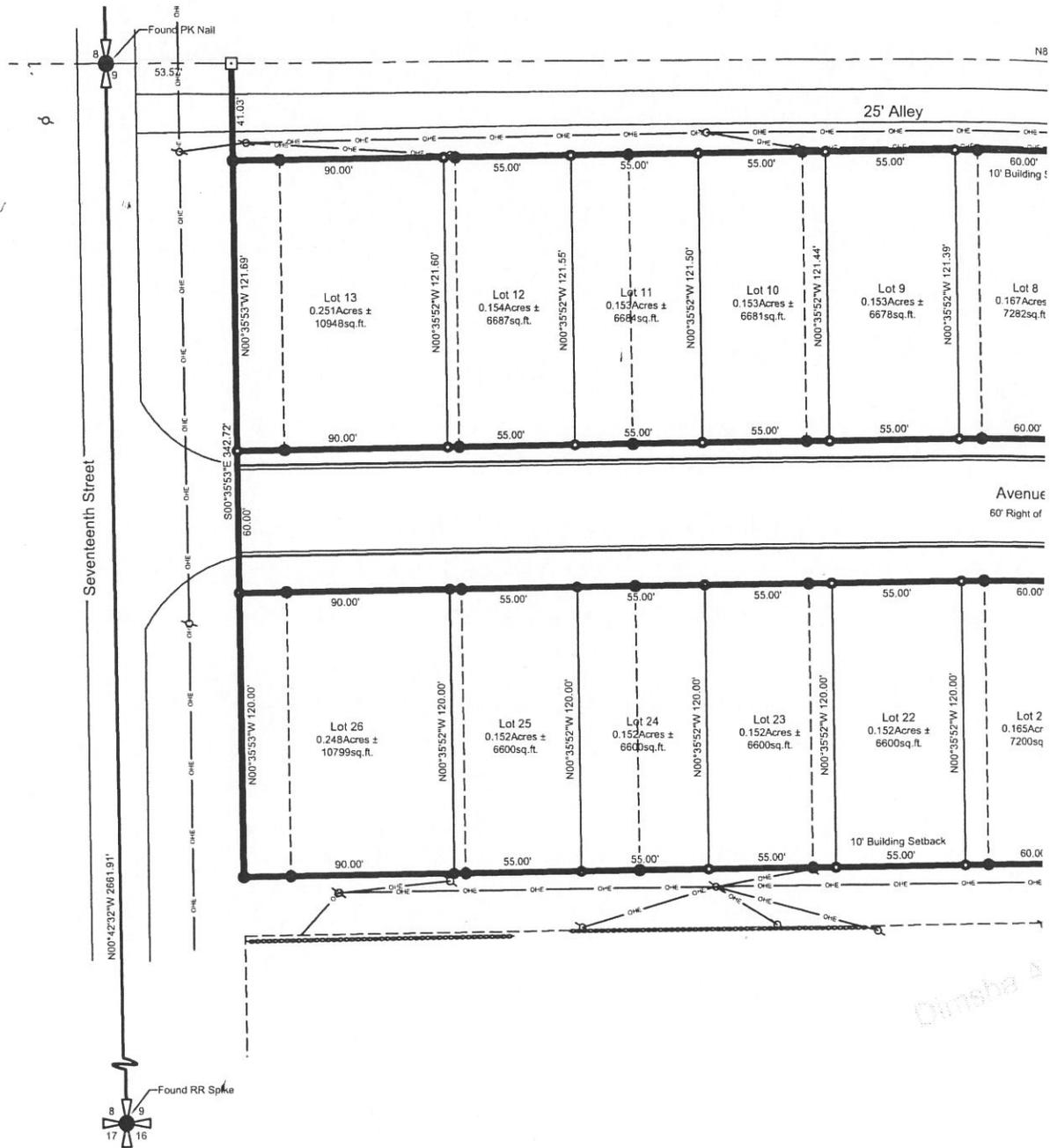
RECOMMENDATION:

MOTION TO APPROVE THE FINAL PLAT.

Department Head

JAMES R. WILLIAMS
City Manager

REPLAT OF LOTS 4-13, BLOCK 2 / REPLAT OF LOTS 4-11, BLOCK 2 AND LOTS 4-11, BLO



DESCRIPTION OF PROPERTY BEING SUBDIVIDED - PER PLAT CABINET E, SLIDE 136.

Lots 4-13, Block 2 and Lots 4-11C, Block 3, Replat of Lots 4-11, Block 2 and lots 4-11, Block 3, Dimsha Addition to the City of Lovington.

BASIS OF BEARING

The basis of bearing for this survey is Grid North based on the New Mexico State Plane Coordinate System East Zone, as determined by a GPS control network. Coordinates are based on the New Mexico State Plane Coordinate System East Zone. Ground coordinates are modified by scaling about a control point located at N32°57'59.294227", W103°20'55.974617" by a combined scale factor of 0.9998296308. All drawing coordinates are scaled to ground. Elevations shown hereon are referenced to NAVD 1988. This map complies with the National Map Accuracy Standards.

OWNERS STATEMENT AND AFFIDAVIT

State of New Mexico:
County of Lea:

The undersigned first duly sworn on oath, state: As the owner and proprietor I have of my own free will and consent caused this plat with its tracts to be platted as they appear on this plat. The property described on this plat lies within the platting jurisdiction of City of Lovington.

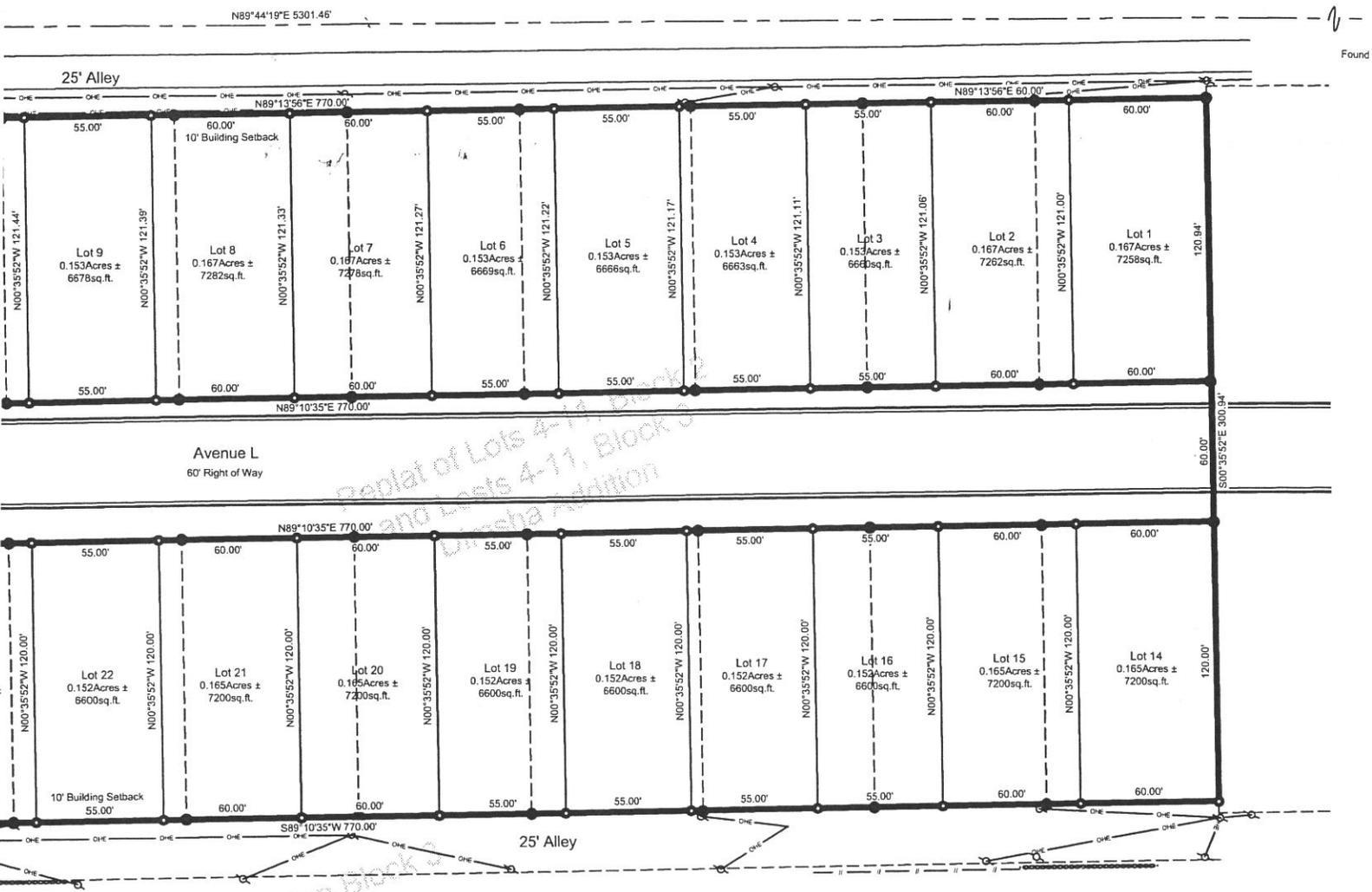
CERTIF

I, Jame
Mexico,
County,
Summa
2013.

James

By _____

13, BLOCK 2 AND LOTS 4-11C, BLOCK 3 OF THE LOTS 4-11, BLOCK 3, DIMSHA ADDITION TO THE CITY OF LOVINGTON



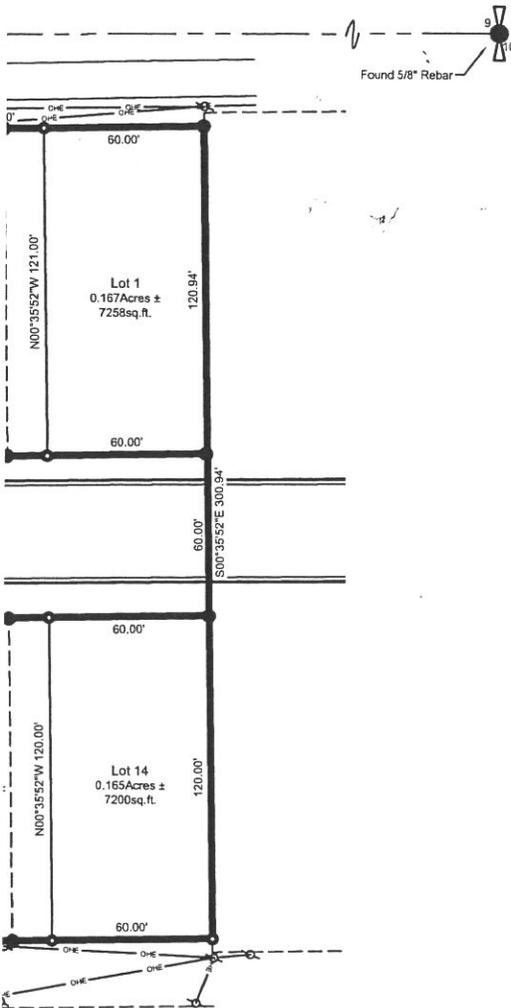
CERTIFICATE OF MUNICIPAL APPROVAL

I, James Williams, City Manager for the City of Lovington, Lea County, New Mexico, do hereby certify that the foregoing plat in the City of Lovington, Lea County, New Mexico, was reviewed and deemed compliant with the Municipal Summary Process Regulations on this _____ day of _____, 2013.

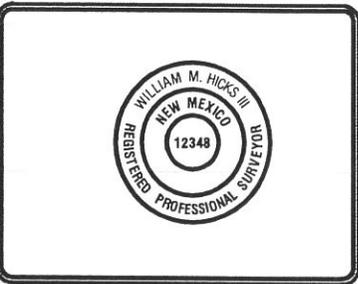
James Williams, City Manager

owner and proprietor of
the tracts to be platted
this plat lies within the

VINGTON



PETTIGREW & ASSOCIATES PA
 ENGINEERING | SURVEYING | TESTING
 DEFINING QUALITY SINCE 1965
 100 E. Navajo, Suite 100 Hobbs New Mexico 88240
 T 575 393 9827 F 575 393 1543
 Pettigrew.us



PROJECT SURVEYOR: M. Kneeland
 DRAWN BY: M. Kneeland

State of New Mexico, County of _____, I here by certify that this instrument was filed for record on:
 The _____ Day of _____, 20 _____ A.D.
 At _____ O'Clock _____ M.
 Cabinet _____ Slide _____
 Book _____ Page _____
 By _____ County Clerk
 By _____ Deputy

INDEXING INFORMATION FOR COUNTY CLERK

OWNER:
Stanley J. Dimsha

LOCATION:
Located in the NW1/4 SW1/4 of Section 9, T16S, R36E, N.M.P.M City of Lovington, Lea County New Mexico.

REVISIONS

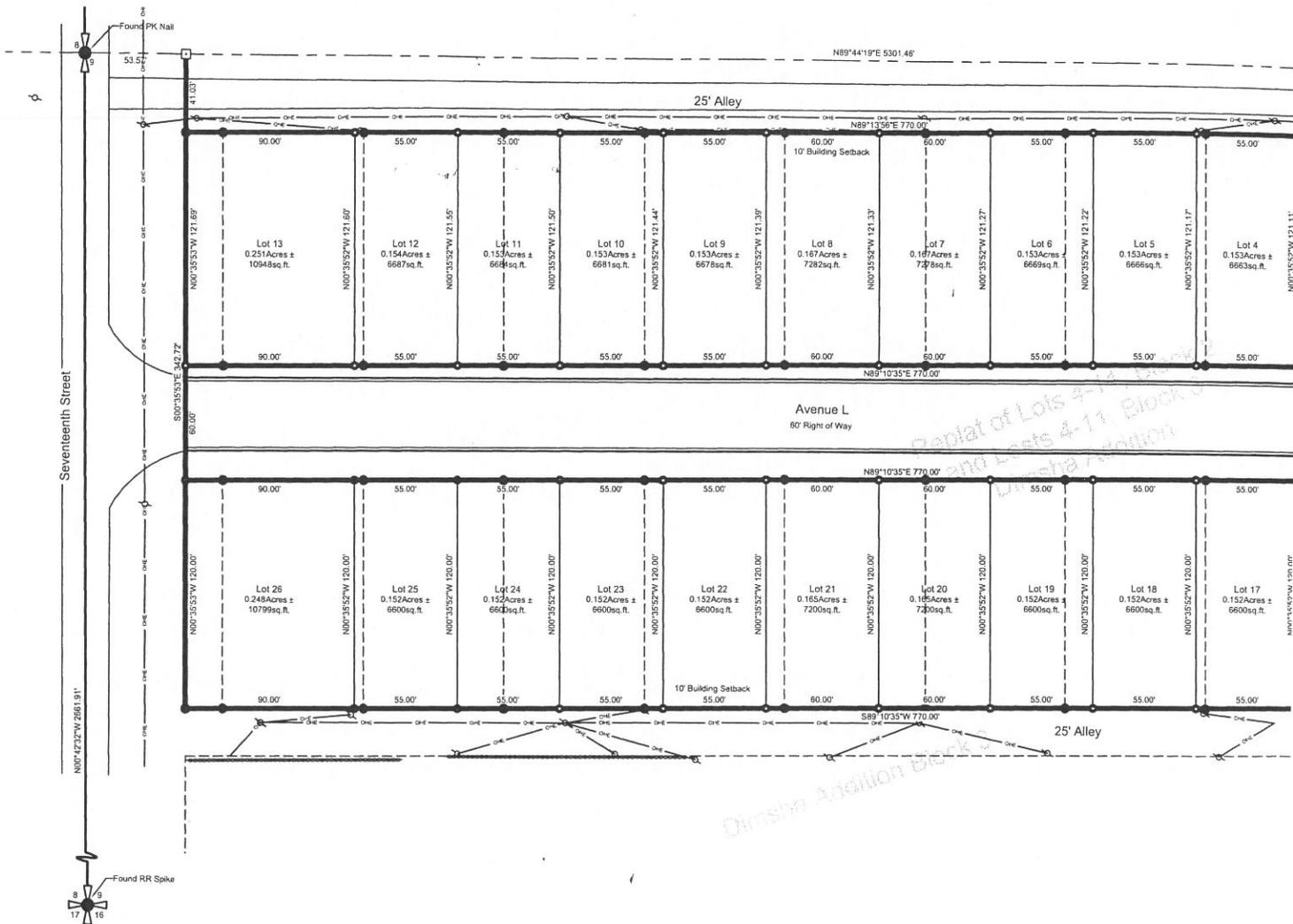
No.	DATE	DESCRIPTION

Subdivision Plat of
 OF
 Replat of Lots 4-13, Block 2
 and Lots 1-10, Block 3

LEGEND

- Found 5/8" Rebar PS 7977
- Set 5/8" rebar with red nlastic cap

REPLAT OF LOTS 4-13, BLOCK 2 AND LOTS 4-11C, BLOCK 3 OF T REPLAT OF LOTS 4-11, BLOCK 2 AND LOTS 4-11, BLOCK 3, DIMSHA ADDITION TO THE



DESCRIPTION OF PROPERTY BEING SUBDIVIDED - PER PLAT CABINET E, SLIDE 136.

Lots 4-13, Block 2 and Lots 4-11C, Block 3, Replat of Lots 4-11, Block 2 and lots 4-11, Block 3, Dimsha Addition to the City of Lovington.

BASIS OF BEARING

The basis of bearing for this survey is Grid North based on the New Mexico State Plane Coordinate System East Zone, as determined by a GPS control network. Coordinates are based on the New Mexico State Plane Coordinate System East Zone. Ground coordinates are modified by scaling about a control point located at N32°57'59.294227", W103°20'55.974617" by a combined scale factor of 0.9998296308. All drawing coordinates are scaled to ground. Elevations shown herein are referenced to NAVD 1988. This map complies with the National Map Accuracy Standards.

CERTIFICATE OF SURVEY

I, William M. Hicks, III New Mexico Professional Surveyor, hereby certify that this Summary Subdivision Plat was prepared from an actual ground survey performed by me or under my supervision, that this survey is true and correct to the best of my knowledge and belief. That this Summary Review Plat and the field survey upon which it is based meet the Minimum Standards for Surveying in New Mexico.

William M. Hicks, III NMPS #12348 Date _____

OWNERS STATEMENT AND AFFIDAVIT

State of New Mexico:
County of Lea:

The undersigned first duly sworn on oath, state: As the owner and proprietor I have of my own free will and consent caused this plat with its tracts to be platted as they appear on this plat. The property described on this plat lies within the platting jurisdiction of City of Lovington.

By _____
Stanley J. Dimsha - Owner

ACKNOWLEDGMENT

State Of New Mexico:
County Of Lea:

On this _____ day of _____, 2013, before me, Stanley J. Dimsha, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal the day and year last above written.

My commission expires: _____

Notary Public _____

CERTIFICATE OF MUNICIPAL APPROVAL

I, James Williams, City Manager for the City of Lovington, Lea County, New Mexico, do hereby certify that the foregoing plat in the City of Lovington, Lea County, New Mexico, was reviewed and deemed compliant with the Municipal Summary Process Regulations on this _____ day of _____, 2013.

James Williams, City Manager _____

Carol Ann Hogue, City Clerk _____

ACKNOWLEDGMENT

State of New Mexico:
County of Lea:

On this _____ day of _____, 20_____, before me, James Williams and Carol Ann Hogue to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal the day and year last above written.

My Commission Expires: _____

Notary Public _____

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: May 13, 2013

TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Approval of Accounts Payable
DEPARTMENT: Finance
SUBMITTED BY: Mashelle Stephens
DATE SUBMITTED: May 7, 2013

STAFF SUMMARY:

Staff have prepared account payable for your review and approval.

FISCAL IMPACT:

See attached detail.

REVIEWED BY: Mashelle Stephens
(Finance Director)

ATTACHMENTS:

Accounts Payable detail.

RECOMMENDATION:

Motion to approve accounts payable.

Mashelle Stephens
Department Head

[Signature]
City Manager

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - General
From 5/1/2013 Through 5/31/2013

<u>Vendor Name</u>	<u>Current Balance</u>
A-Tech Air Cond. & Heating	867.54
AG Equipment Co.	18.03
ALCO Stores, Inc	309.20
Alsco	1,051.93
Amazon	1,318.63
American Medical Group, Inc	2,034.78
Ammol's Auto	268.52
ASCO	712.60
Atco International	36.85
B- Line Filter & Supply, Inc	297.86
Benchmark	58.00
Betsy Ross Flag Girls, Inc.	400.80
Blaine Industrial Supply	1,505.46
Blooming Gardens	170.98
Bob's Thriftway	492.71
Bound Tree Medical, LLC	1,479.68
Brodart-McNaughton Inc.	3,748.21
Brothers Auto Glass	213.63
C & S Motor Parts Co.	303.36
Cactus Junction	372.00
California Cont. Supplies, Inc	119.76
Cisco Equipment	29.10
Community Drug Coalition	500.00
Comp-Ray, Inc	69.55
ContentWatch, Inc	99.95
Copies, Inc.	796.10
Cowboys Corner	154.35
Crop Production Service	9,101.80

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - General
From 5/1/2013 Through 5/31/2013

Diamond Lake Book Co.	327.57
E.N.M.U.R.	1,625.74
Farmer Brothers Company	208.83
Final Designs, Inc	42.73
First Responder Grants, INC	700.00
Forrest Tire Co.	460.01
Galls, An Aramark Company	531.04
Gardner Media, LLC	104.79
Gary's Lock and Key	64.13
Gebo Credit Corporation	47.65
General Welding Supply	573.00
Good Earth Products, Inc	319.97
Gumdrop Books	2,168.51
H & K Pest Control Co.	117.32
Haarmeyer Electric	11,911.94
Heidel, Samberson, Newell ,Cox	0.00
Higginbotham-Bartlett Co.	8,607.59
High Plains Refrigeration, Inc	128.18
Hobbs News-Sun	1,882.54
Hospital Services Corporation	194.74
Infobase Publishing	1,153.20
Jack Hamilton Tire Co.	162.33
Johnnie's Floral & Gifts	50.77
Kid's Reference Company, Inc.	102.59
Knowbuddy	498.42
Lea County Airport	313.00
Lea County Roadside	211.84
Lea County Treasurer	3,045.75
Lobo Nut & Bolt, Inc	25.12
Lovington Auto Supply	872.43

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - General
From 5/1/2013 Through 5/31/2013

Lovington Chamber of Commerce	1,000.00
Lovington Leader	122.84
Lovington Medical Clinic	907.00
Lovington Tire Service	239.62
M & R Tire Service, LLC	135.29
MailFinance	206.00
Master Plumbers	2,982.76
Master Printers	1,026.65
McAllister Software Systems	1,145.00
Michael's Prescription Corner	218.50
MicroMarketing LLC	1,145.44
MidAmerica Books	365.26
Miguel's Welding	351.32
NASRO	495.00
New Mexico Jr. College	600.00
OCLC, Inc.	202.61
Overhead Door Co.	278.91
P & D Petroleum, Inc	11,536.32
Parkway Cleaners	22.14
Penworthy	170.60
Pro-Treat Power Equipment	412.02
Proquest	825.00
RDJ Specialties, Inc.	926.25
Reid Insurance Group, Inc.	70.00
Reliable Office Supplies	120.09
Roberts Oil & Lube	563.00
Rogers All Electric Service	73.85
Sebco Books	103.00
Security Fence, Inc.	3,393.28
Smart Apple Media	544.65

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeeting - General
From 5/1/2013 Through 5/31/2013

Southwest Polygraph	267.03
Squeaky Clean	4,253.63
Staples Advantage	2,277.05
Steel Depot	2,663.82
Stericycle, Inc.	503.30
Sunbelt Pools, Inc.	3,770.00
SWAT, LLC	520.71
The Cop Shop	176.12
The Gale Group	194.91
Tim's Mobile Glass	481.05
Tlo LLC	6.00
Tom Growney Equipment	5,387.96
Tom's Sharp Shop	408.92
U S Food Service	5,221.95
University of New Mexico Press	64.30
University of Texas Press	15.00
Valentine Auto Service	1,653.75
Watermaster Irrigation Supply	2,366.37
WT Cox Subscriptions	1,237.98
WTG Fuels, Inc	11,240.89
Zia Consulting, Inc.	480.00
Zia Towing & Recovery	<u>202.86</u>
Report Balance	<u>136,559.11</u>

Subtotal from page **136,559.11**

Vendor

Aaron Lawson	20% Per Diem from trip to Socorro for Instructor Development	21.00
Admn. Office of the Courts	Lab & Court Automation Fees for March, 2013	923.00
AT&T Mobility	Gen-Cell Phone Bills	1,148.75
Barbara Campbell	80% Per Diem and Mileage to travel to Albuquerque for Munici	558.00
Blaine Industrial Supply	Police-Styro Cups	57.96
Blaine Industrial Supply	Youth Center-Cleaning Supplies	93.56
Cowboys Corner	2 Bales of Hay and Grain	43.00
Daniel Elizando	Dirt work at Softball Complex	375.00
David Miranda	80% per diem for Public & Media Relations class	152.00
David Shaw	Meal per diem for Fire Marshal Conference	90.00
Donna Silveira	Police-Reimb Meals Training in Hobbs	28.40
Gebo Credit Corporation	Shots for kittens	22.41
Geoffrey Herweg	Police-Reimb-Uniforms	71.56
Jennifer Buford	20% per diem for Recert Waiver Exam	27.00
Jennifer Buford	80% per diem for Resource Officer Training	272.00
Jennifer Buford	20% Per Diem from trip to Albuquerque for School Resource Tr	68.00
Joe Clark	Police-Reimb meals for Training	19.32
Joe Clark	Police-Reimb Building Repair	297.39
Jose Lara/L A Graphics	Police-Graphic Design on Unit 5	505.16
Keli Holt	Police-Reimb Meals training in Hobbs	16.58

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeting - General
 From 5/1/2013 Through 5/31/2013

Lacey Macias	Police-Reimb Lunch for	15.34
Lea County Electric	Gen-Electric Bill March 2013	21,082.47
Lea County Museum	Jan - March, 2013 payment	5,000.00
Lea County Treasurer	Judicial-Inmate Housing	1,277.25
Lea Cty District Court Clerk	Filing Fee on forfeiture for Larry Lopez	117.00
Lea Cty District Court Clerk	Filing Fee on Forfeiture for Juan A. Lozoya-Renteria	117.00
Lovington Chamber of Commerce	Finance-Auxlliary funding April-June 2013	7,250.00
Lovington Leader	Finance/AC-Employment Ad Animal/Code Enforcement	538.65
Lovington Leader	Parks-Employment Ad	239.40
Lovington Main Street	Lodgers Tax-Reimb Advertising	1,123.97
Lovington Veterinary	Feline Rabines vaccine	20.00
Master Printers	Finance-Absence Reports	249.65
Master Printers	Finance-Letterhead Statinery	179.00
Master Printers	Finance-Notary Embasser M Stephens	49.95
Master Printers	Finance-Notary Embasser	49.95
Nancy Marquez	20% Per Diem for travel to Albuquerque for NM Property & Evi	53.40
New Mexico Gas Company	Gen-Utility Gas March 2013	3,042.55
New Mexico Gas Company	Museum-Utility Gas Bill for Apr 2013	108.06
New Mexico Municipal League	2013 District Meeting Registration for Scotty Gandy	30.00
NM EMS Bureau	Retest for EMT-Basic Licensure	30.00
NM Judicial Education Center	Judicial Education Fees for March, 2013	358.00
Norma Vejil	Senior Center-Reimb- Home Office Cabinets	454.93
Peanut Kustom Paint and Body	Police-Repairs to Chev Impala	2,404.98

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeeting - General
 From 5/1/2013 Through 5/31/2013

Peanut Kustom Paint and Body	Police-Repair to Unit #4	1,462.23
Pete Honigmann	Police-Reimb Meals FBI	60.68
	Conf Las Cruces P	
	Honigmann	
Phillips 66 Co.	Police-Fuel Card	266.22
Rhonda Jones	Consultation Fees	114.48
Senior Citizen Petty Cash	Petty Cash reimbursement	35.93
	for March, 2013	
Senior Citizen Petty Cash	Reimburse Sr. Citizen	69.98
Toye Fuller	Police-Reimb Meals	11.16
	Training in Hobbs	
Troy Brackeen	Police-Reimb Training In	194.10
	Las Cruces FBI	
Visa Card Service	Finance - Gas Impala	43.00
Visa Card Service	Street - Valve, Vent.	427.48
	Adapter	
Visa Card Service	Police - Camera	402.87
Visa Card Service	Police - Windows 8	499.95
Visa Card Service	Police - Keyboard tray	141.95
	system for Joe Clark	
Visa Card Service	Ambulance - Hyper	119.98
	forminal	
Visa Card Service	Parks - Gilbert's	102.64
	Retirement	
Visa Card Service	Finance - Efile ES903A	25.00
Visa Card Service	Streets - Air Valve	330.04
Visa Card Service	Finance - lunch with Asst	23.06
	City Mngr candidate	
Visa Card Service	Cemetery - Meals Pesticide	64.57
	Training	
Visa Card Service	Cemetery - Gas Pesticide	75.00
Visa Card Service	Parks - Meals for inmates	340.85
	painting shelters	
Visa Card Service	Parks - Paint for shelters	877.99
Visa Card Service	Police - Airfare SRO	501.60
	Training	
Visa Card Service	Police - Business Cards	66.92
Visa Card Service	Police - National Assoc. of	345.00
	School Resource	
Visa Card Service	Police - 15th Annual Law	200.00
	Enforcement Gang	
	Conference	
Visa Card Service	Streets - Meals Pesticide	39.66
	Training	

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeeting - General
 From 5/1/2013 Through 5/31/2013

Visa Card Service	Police-Microsoft Office home & Business 2013	879.96
Visa Card Service	Police-Amazon Prime Subscription for Joe Clark	79.00
Visa Card Service	Finance/Ac-Plane Tickets for Vonda Level III	431.60
Visa Card Service	Streets-Mesh Tarp	225.07
Visa Card Service	Streets-Inbound Freight	60.00
Visa Card Service	Streets-Tax	20.32
Visa Card Service	Parks-Meals for Inmates Painting Shelters	92.21
Visa Card Service	Police-White Alex Painters 12-ct	17.06
Visa Card Service	Police-12 Oz Satin White Rust-Oil	59.64
Visa Card Service	Police-Kilz 13oz spray	37.28
Visa Card Service	Police-Tax	7.76
Visa Card Service	Police-number Plate	60.00
Visa Card Service	Police-Tax	3.80
Visa Card Service	Police-Freight	14.23
Visa Card Service	Finance-E-Filing for NM ES903A Form for 01/13- 03/13	40.45
Visa Card Service	Police-Tax on Microsoft	45.10
Windstream	Gen-Phone Bill March 2013	4,416.08
Windstream	EDC-PHONE BILL FOR MARCH 2013	153.45
Windstream	Finance-Main Phone Bill March 2013	129.20
Windstream	Finance-Phone EDC April 2013	158.13
Windstream	Finance-Phone Main April 2013	<u>133.05</u>
TOTAL		<u><u>199,046.48</u></u>

Vendor Name	Current Balance
A & L Plains Agricultural Lab	342.00
ALCO Stores, Inc	149.99
American Medical Group, Inc	69.43
Atco International	3,805.35
B.I.C.I., LLC.	12,856.32
BMN Meter Measurement	8,416.24
Bob's Thriftway	90.42
C & S Motor Parts Co.	566.42
California Cont. Supplies, Inc	608.02
Cardinal Laboratories	902.56
CCMSI	716.25
Dana Kepner Co.	40,793.91
Detroit Industrial Tool	387.18
DPC Industries Inc.	3,162.27
Farmer Brothers Company	4.68
Forrest Tire Co.	29.80
Gebo Credit Corporation	270.42
General Welding Supply	85.00
Haarmeyer Electric	6,040.27
Higginbotham-Bartlett Co.	528.76
Hobbs Diesel, Inc	83.36
Industrial Muncipal Products	2,331.10
Lovington Auto Supply	400.31
M & R Tire Service, LLC	982.01
MailFinance	206.00
Marker Services, LLC	812.25
Master Printers	641.00
NMWWA-SE Section	36.00

NXTEC Sales Group Inc.	4,373.67
Odessa Pumps & Equipment	2,454.27
P & D Petroleum, Inc	2,575.46
PEMCO of New Mexico	588.59
Polydyne Inc.	1,008.00
Solid Waste Authority	7,619.70
SWAT, LLC	120.16
Tom Growney Equipment	10.10
Triple H Engine Service	37.50
United States Plastic Corp	149.04
YSI Incorporated	<u>650.00</u>
Page One Total	<u>104,903.81</u>

Subtotal from Page one		104,903.81
Vendor		
AT&T Mobility	Water-Phone Bills	660.72
ESSCO Environmental, Inc.	Water-Professional services on dump in well Field	5,000.00
Lea County Electric	Water-Electric Bill March 2013	17,910.79
Lea County Electric	Water-final on Well #31	20.00
Lovington Leader	Water-Employment Ad-Maintenance Water Dept	299.25
Master Printers	Solid Waste-Set Dumping Fees	469.50
Master Printers	Water-Window Envelopes	857.00
Miguel De La Cruz	80% per diem for travel to Utility Operators Certification	152.00
Miguel De La Cruz	Reimburse for Belt Clip, Cover Case, Anti-glare Screen Prote	30.23
Miguel De La Cruz	20% per diem for Utility Operators Cert	38.00
New Mexico Finance Authority	Debt Service Muni. Water Utility System Loan due 5/1/2013	166,362.68
New Mexico Gas Company	Water-Utility Gas Bill March 2013	648.60
Peanut Kustom Paint and Body	WasteWater-Fiberglass work on Wash Truck	3,029.35
Visa Card Service	WasteWater-Compressor	439.98
Waste Management of New Mexico	Solid Waste-Monthly Can Pickup Feb 13	115,419.51
Waste Management of New Mexico	Solid Waste-Roll Offs March 2013	7,074.01

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - Water
From 5/1/2013 Through 5/31/2013

Waste Management of New Mexico	Solid Waste-Polycarts Service for FEB 13	121,277.96
Windstream	Water-Phone Bills March 2013	459.49
Windstream	WasteWater-Internet Bill March 2013	417.66
Windstream	WasteWater-Internet Service March 2013	134.53
YSI Incorporated	WasteWater-Membrance Kit	233.63
	TOTAL	<hr/> <u>545,838.70</u>

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: May 13, 2013

TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Closed Session
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: May 6, 2013

STAFF SUMMARY:

Staff have requested a closed session to discuss the purchase, acquisition, or disposal of real property or water rights and for pending litigation.

FISCAL IMPACT:

REVIEWED BY: _____

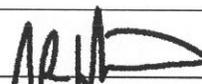
(Finance Director)

ATTACHMENTS:

RECOMMENDATION:

Motion to go into closed session, pursuant to Subsection H-8 regarding the purchase, acquisition, or disposal of real property or water rights and Subsection H-7 regarding pending litigation.

Department Head



City Manager