

**REGULAR MEETING OF THE CITY COMMISSION
MONDAY, DECEMBER 14, 2015 @ 5:30 P.M.
CITY COMMISSION CHAMBERS, 214 S. LOVE STREET**

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

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

Also Present: City Manager James Williams, City Attorney Patrick McMahon, Deputy Police Chief Jeff Herweg, Code Enforcement Laura Brock, and Administrative Assistant Anna Juarez

Invocation: Commissioner Campos gave the invocation.

Pledge of Allegiance: Commissioner Campos led the pledge.

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

Approval of the Regular Meeting Minutes of November 23, 2015: Mayor Gandy called for a motion. Commissioner Campos so moved to approve the regular meeting minutes of November 23, 2015; Commissioner Butcher seconded. Roll call was taken: Commissioner Butcher – Yes, Commissioner Campos – Yes, Commissioner Bengé – Yes, Commissioner Trujillo – Yes, and Mayor Gandy – Yes.

COMMISSIONER AND STAFF REPORTS:

- Commissioner Butcher stated he is in favor of seeing the Veteran’s Memorial and Judicial Complex stay in the City of Lovington.
- Mayor Gandy stated neighborhood watch sign on Avenue D on 17th is faded, not sure if it needs to be replaced or taken down. Mayor Gandy stated streets light on the south side of town by Cheese Plant are out.
- Commissioner Bengé asked if City of Lovington is prepared for new Judicial Complex; City Manager Williams stated City of Lovington does have long term projects to help with traffic issue, construction on Commercial and 17th bypass which will include drainage improvements, central plaza improvements, and the multi-use trail will connect park to central plaza which all are part of the Comprehensive plan for the City of Lovington. City Manager Williams stated the City will be considering vacating utility easement and moving sewer line to accommodate the

new Judicial Complex site; and the destination for eating, shopping and relaxing is the Downtown area.

- Commissioner Bengé stated City of Lovington is in the early stages of Keeping America Beautiful project and asked if anyone is interested to attend meeting on Thursday at 5:00 p.m. at the Town Hall.
- Deputy Chief of Police Jeff Herweg stated Chief of Police David Rodriguez sends his regards, but he had to attend a state mandated meeting tonight.
- City Manager Williams wished everyone a Merry Christmas.

NON-ACTION ITEMS:

Employee Recognition: City Manager Williams thanked and recognized Darren Click for 35 years of service with the City of Lovington.

Discussion of Lovington Community Wellness and Fitness Center: David Shaw, CEO of Nor-Lea Hospital, presented a proposed Health and Wellness Center for the City of Lovington. Mr. Shaw presented concepts for the center, operating costs, and proposed financial commitments. Mr. Shaw asked Commissioner to consider an endorsement to this plan for a monthly maximum cost of \$9,375 for a 5 year commitment; this project would require a partnership between the hospital, City, County, and Schools in order to be successful. Commissioners discussed liability issues, security system, and fixed monthly cost to City. City Manager Williams stated expense will come out of general funds; the additional GRT from construction would help offset the first year of expense. City Manager Williams stated looking at the budget this year there is a 45% reserve; though the budget will need to be reviewed to consider long term investment. Discussion only, no action was taken.

Waste Management Presentation: Lance Allen, Area Manager of Waste Management and Curtis Harris, District Manager of Southeastern New Mexico, presented to the Commissioners information on how they will be addressing service issues and improving communication with the public. Mr. Allen stated employees are offered great benefits, reasonable pay, and employees are crossed train in case of illness and/or shortage of drivers. Commissioner Bengé thanked Waste Management for being a huge sponsor of Keep America Beautiful. Discussion only, no action was taken.

Discussion of Housing Incentive Program: City Manager Williams informed Commissioners of Housing Production Services is set to expire on December 31, 2015. This program, in a partnership with Lea County, has provided housing access to a \$6,000 reimbursement for infrastructure development and installation costs on projects that produce a minimum of 4 new homes. Sites which have been developed are the Bridlewood Estates, Dimsha Estates, Lovington Trails Complex, Goldcreek Homes, and Sunrise Addition with a total of 179 units, 138 units completed and 41 units remaining for completion. Total project cost of \$840,870 with a committed funding remaining of \$59,130. City Manager Williams discussed census data concerning housing shortage.

City Manager Williams asked Commissioners for direction on releasing another RFP using the same guidelines contingent with Lea County providing same level of funding. Commissioners stated housing incentive is an awesome idea, City of Lovington needs to continue to grow, and growth will help with filling new job openings. Commissioners discussed concerns with funding and commitment with Lea County. Discussion only, no action was taken.

Discussion of Appointments to Senior Citizen Board, Planning and Zoning Commission, Library Board, and Extraterritorial Zoning Board: City Manager Williams informed Commissioners of expiring terms for January or February 2016; positions will be advertised and appointments will be presented at the January 11, 2016 meeting. Commissioner Trujillo asked if possible to survey Senior Members to see if they are happy with board or direction of Senior Center. Discussion only, no action was taken.

ACTION ITEMS:

Consider Advertisement of Ordinance 541: Lovington EDC Project Participation Agreement: Mayor Gandy called for a motion. Commissioner Trujillo so moved to consider advertisement of Ordinance 541: Lovington EDC Project Participation Agreement; Commissioner Butcher seconded. City Manager Williams addressed Commissioners of permission to advertise ordinance 541 authorizing the Mayor to execute the Project Participation Agreement between the City and the Lovington EDC. The Lovington Economic Development Corporation has submitted a request for funding assistance for an economic development project utilizing the LEDA Fund. This project will provide funding for the engagement of a firm to provide a retail market analysis, strategic planning, retail recruitment and development within the City of Lovington. This project would entail a three year commitment from the City and the EDC; total cost of \$110,000. City Manager Williams stated for project to be successful, EDC would have to create at least three new businesses and at least twelve full time jobs directly employed by one or all of the new businesses; if not EDC would need to pay back funds to the City. Final consideration for adoption would occur at the January 25, 2016 Commission Meeting. Evelyn Holguin, Director of EDC, discussed with Commissioners and Staff the success rate and failures of the retail marketing firm; Mrs. Holguin has done her due diligence of retail marketing firm. Mrs. Holguin stated she has looked at retail marketing firm that have worked with similar demographic and natural resources cities that resemble the City of Lovington. There being no further discussion, a roll call was taken: Commissioner Campos – Yes, Commissioner Bengé – Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Amendment to Resolution 2015-103: Election Resolution: Mayor Gandy called for a motion. Commissioner Bengé so moved to consider amendment to Resolution 2015-103: which addresses the “electronic vote tabulator” as listed in item H to remove from Election Resolution; Commissioner Trujillo seconded. City Manager Williams addressed Commissioners of amendment to resolution that was previously

adopted by the City Commission on November 23, 2015. The amendment will only remove the model of the “electronic vote tabulator” as listed in item H. In addition, the amended Resolution will have a new adoption date of December 14, 2015; resolution will be re-advertised. There being no further discussion, a roll call was taken: Commissioner Bengé – Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Campos – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Resolution 2015-105: NMFA Planning Grant Execution: Mayor Gandy called for a motion. Commissioner Butcher so moved to consider approving Resolution 2015-105: NMFA Planning Grant Execution; Commissioner Campos seconded. City Manager Williams addressed Commissioners of resolution which will authorize the “Execution and Delivery” of the NMFA Local Government Planning Grant that was utilized to develop the 2015 City of Lovington Comprehensive Plan. City of Lovington will receive \$50,000 reimbursement from this grant for the project. There being no further discussion, a roll call was taken: Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Campos – Yes, Commissioner Bengé – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Resolution 2015-106: Budget Adjustment and Transfers: Mayor Gandy called for a motion. Commissioner Campos so moved to consider Resolution 2015-106: Budget Adjustment and Transfers; Commissioner Butcher seconded. City Manager Williams addressed Commissioners of the Department of Finance modifying their reporting requirements for City Quarterly Financial Reports, to include a new BAR form/workbook that tracks City budgets by fund. However, some of the beginning budgets on this new form are not correct, or match City “interim Budget” and cannot be changed without a formal resolution from City Commission. There being no further discussion, a roll call was taken: Commissioner Butcher – Yes, Commissioner Campos – Yes, Commissioner Bengé – Yes, Commissioner Trujillo – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Resolution 2015-107: Open Meeting Act: Mayor Gandy called for a motion. Commissioner Bengé so moved to consider Resolution 2015-107: Open Meeting Act; Commissioner Trujillo seconded. City Manager Williams addressed Commissioners of the required annual Resolution that states the City’s policy on where meetings of the governing body will be conducted, when they will be conducted, and how much notice will be provided for any meeting convened by the City Commission. There being no further discussion, a roll call was taken: Commissioner Campos – Yes, Commissioner Bengé – Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Resolution Approving Variance for Multi-Generational Housing in the Accessory Dwelling at 1101 W. Taylor: Mayor Gandy called for a motion. Commissioner Bengé so moved to deny variance for Multi-Generational Housing in the accessory dwelling at 1101 W. Taylor; Commissioner Trujillo seconded. City Manager Williams

addressed Commissioners of property owner requesting a variance to allow for an accessory dwelling located in a separate garage located on the property. No recommendation was given as no motion to approve or deny was provided by the Planning and Zoning Commission to City Commission. City Manager Williams stated Staff is recommending denying variance based on property owners need for variance is self-imposed, Staffs inability to enforce or confirm multi-generational status, and question of variance passing to next owner of property and their intended use. Commissioner Bengé clarified property owners are trying to manipulate the definition so they can try to get an appraisal, so they can get a dollar for dollar weight of both structures; appraisals do not work that way. There being no further discussion, a roll call was taken: Commissioner Bengé – Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Campos – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Award of 2016 Car and Truck Repair Bid: Mayor Gandy called for a motion. Commissioner Trujillo so moved to consider award of 2016 Car and Truck repair bid; Commissioner Campos seconded. City Manager Williams informed Commissioners of the one bid received by Valentine’s Auto Services for indefinite quantity for vehicle repairs; beginning in January 1, 2016 and ending on December 31, 2016. There being no further discussion, a roll call was taken: Commissioner Trujillo – Yes, Commissioner Bengé – Yes, Commissioner Butcher – Yes, Commissioner Campos – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Award of 2016 Indefinite Quantity Tire Repair Bid: Mayor Gandy called for a motion. Commissioner Campos so moved to consider award of 2016 indefinite quantity tire repair bid; Commissioner Butcher seconded. City Manager Williams informed Commissioners of two bids received from Lovington Tire Services and M&R; M&R submitted an incomplete bid form. There being no further discussion, a roll call was taken to award tire repair bid to Lovington Tire Service Inc.: Commissioner Butcher – Yes, Commissioner Campos – Yes, Commissioner Bengé – Yes, Commissioner Trujillo – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Award of Bid 120115-A: Water Meter Procurement: Mayor Gandy called for a motion. Commissioner Trujillo so moved to consider award of Bid 120115-A: Water Meter Procurement; Commissioner Campos seconded. City Manager Williams informed Commissioners of project which City receive Capital Outlay funding of \$575,000; Western Industrial Supply and Benchmark Supply Company submitted bids and were evaluated, with one of the bids being ruled an incomplete submission. Commissioner Trujillo amended motion to award Bid 120115-A to Western Industrial Supply; Commissioner Butcher seconded. There being no further discussion, a roll call was taken to award Bid 120115-A to Western Industrial Supply: Commissioner Butcher – Yes, Commissioner Campos – Yes, Commissioner Bengé – Yes, Commissioner Trujillo – Yes, and Mayor Gandy – Yes. Motion was approved. There being no further discussion, a roll call was taken for motion to consider award of Bid 120115-A: Water Meter

Procurement: Commissioner Campos – Yes, Commissioner Bengé – Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Award of Bid 120115-B: Water Meter Installment: Mayor Gandy called for a motion. Commissioner Bengé so moved to consider award of Bid 120115-B: Water Meter Installation to File Construction LLC; Commissioner Trujillo seconded. City Manager Williams informed Commissioners of bid for water meter installation requesting quote of at least 500 meters; part of the Capital Outlay funding allows for this installation. Approximately 1,300 meters can be replaced in 87 days this fiscal year. There being no further discussion, a roll call was taken: Commissioner Bengé – Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Campos – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Approval of Accounts Payable: Mayor Gandy called for a motion. Commissioner Bengé so moved to approve the accounts payable; Commissioner Butcher second. There being no further discussion, a roll call was taken: Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Campos – Yes, Commissioner Bengé – Yes, and Mayor Gandy – Yes. Motion was approved.

PUBLIC COMMENT:

Clint Laughrin asked Commissioners to attend Lea County Meeting on Thursday to show support to keep Judicial Complex Downtown. Mr. Laughrin asked Commissioners not to consider vacating anymore arterial streets.

ADJOURNMENT: There being no further business, Mayor Gandy adjourned, the meeting at 7:03 p.m.

APPROVED: _____
SCOTTY GANDY, MAYOR

ATTEST: _____
CAROL ANN HOGUE, CITY CLERK

**SPECIAL MEETING OF THE CITY COMMISSION
TUESDAY, DECEMBER 29, 2015 @ 5:30 P.M.
CITY COMMISSION CHAMBERS, 214 S. LOVE STREET**

Call to Order: The meeting was called to order by Mayor Pro-Tem Bengé at 5:30 p.m.

Present and answering roll call: Commissioner Campos, Commissioner Trujillo, and Mayor Pro-Tem Bengé

Also Present: City Manager James Williams and Police Chief David Rodriguez

Invocation: Mayor Pro-Tem Bengé gave the invocation.

Pledge of Allegiance: Mayor Pro-Tem Bengé led the pledge.

Approval of Agenda: Mayor Pro-Tem Bengé called for a motion. Commissioner Trujillo moved to approve the agenda with the addition of adding approval of the agenda. Commissioner Campos seconded. Mayor Pro-Tem Bengé called for a voice vote. Motion carried unanimously.

ACTION ITEMS:

Consider Restaurant Beer and Wine License for Muy Pizza Tejas, LLC dba Pizza Hut: Mayor Pro-Tem Bengé called for a motion. Commissioner Campos moved to approve the Restaurant Beer and Wine License for Muy Pizza Tejas, LLC dba Pizza Hut. Commissioner Trujillo seconded. No discussion was held and a roll call vote was taken: Commissioner Campos – Yes, Commissioner Trujillo – Yes, Mayor Pro-Tem Bengé – Yes. Motion was approved.

PUBLIC COMMENT:

No public comment was made.

ADJOURNMENT: There being no further business, Mayor Pro-Tem adjourned the meeting at 5:32 p.m.

APPROVED: _____
AVA BENGE, MAYOR PRO-TEM

ATTEST: _____
CAROL ANN HOGUE, CITY CLERK

**SPECIAL MEETING OF THE CITY COMMISSION
MONDAY, JANUARY 4, 2016 @ 5:30 P.M.
CITY COMMISSION CHAMBERS, 214 S. LOVE STREET**

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

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

Also Present: City Manager James Williams, City Attorney Patrick McMahon Police Chief David Rodriguez, and Administrative Assistant Anna Juarez

Invocation: Commissioner Campos gave the invocation.

Pledge of Allegiance: Commissioner Campos led the pledge.

PUBLIC COMMENT:

Greg Maxie, County Resident of District 1 and serves on the Lovington School Board, encouraged Commissioners to seek out the consensus needed to maintain the new Judicial Complex downtown.

Kallie Windsor, Lovington Main Street Board, stated moving Judicial Complex from downtown will hurt Lovington economically; Mrs. Windsor stated closing Love Street is not a necessity because of thru traffic, if parking lot is moved to Washington Street traffic will decrease on Love Street.

CLOSED SESSION:

At 5:38 p.m., Commissioner Campos moved to adjourn the Regular Session and convene in Closed Session Pursuant to Section 10-15-1 NMSA 1978 Subsection H-8 regarding the purchase, acquisition, or disposition of real property or water rights – Disposition of City Owned Vacant Parcels of Land. Commissioner Butcher seconded, a roll call vote was taken: Commissioner Trujillo - Yes; Commissioner Butcher - Yes; Commissioner Bengé – Yes; and Mayor Gandy - Yes.

At 6:40 p.m., Commissioner Campos so moved to adjourn the Closed Session and reconvene in Regular Session stating that matters discussed were limited only to those specified in the motion and no action was taken. Commissioner Trujillo seconded and a roll call vote was taken: Commissioner Butcher - Yes; Commissioner Bengé - Yes; Commissioner Campos – Yes; Commissioner Trujillo – Yes; and Mayor Gandy – Yes.

ACTION ITEMS:

Consider a Resolution specifying what assistance the City of Lovington will provide to Lea County to facilitate additional parking needs for the new Judicial Complex located at the downtown Lovington site: Mayor Gandy called for a motion. Commissioner

Trujillo moved to accept Resolution 2016-1. Commissioner Butcher seconded. City Manager Williams discussed County parking spaces needed for new Judicial Complex and summarized Resolution 2016-1 decisions and assistances provided to County by the City of Lovington to keep new Judicial Complex Downtown. Commissioner Bengé so moved to amend original motion to allow for the addition for the financial amount of \$400,000.00 to the contribution of property and omit item number 13, 14, and 15 from the original draft; Commissioner Campos seconded. Mike Gallagher thanked Commissioners for taking a look at keeping new Judicial Complex downtown. Mr. Gallagher asked when the parking spaces will be available and asked if the funding of \$400,000.00 will be available this fiscal year and/or will amount carry over. City Manager Williams stated east parking lots only need striping and the parking by fire department needs a caliche pad which can be developed before County breaks ground; and the funding can carry over. There being no further discussion, a roll call vote was taken for the amendment to original motion: Commissioner Bengé – Yes, Commissioner Campos - Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Mayor Gandy – Yes. Motion was approved. There being no further discussion, a roll call vote was taken to accept Resolution 2016-1 motion: Commissioner Campos - Yes, Commissioner Trujillo - Yes, Commissioner Butcher – Yes, Commissioner Bengé – Yes, Mayor Gandy – Yes. Motion was approved.

ADJOURNMENT: There being no further business, Mayor Gandy adjourned the meeting at 6:58 p.m.

APPROVED: _____
SCOTTY GANDY, MAYOR

ATTEST: _____
CAROL ANN HOGUE, CITY CLERK

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: January 11, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Resolution 2016-2: Health and Wellness Center
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: January 5, 2016

STAFF SUMMARY:

Resolution 2016-2 will endorse the plan for the Community Health and Wellness Center as presented by the Nor-Lea Hospital District. The Resolution will also give the City's commitment to provide operational funding assistance to the hospital for a five year period.

A formal agreement will be drafted and presented to the City Commission for their approval in the Spring of 2016.

FISCAL IMPACT:

REVIEWED BY: Gary Lee Chapman
Finance Director

Not to exceed \$9,375 per month for a five year period, beginning Fiscal Year 2016-2017.

ATTACHMENTS:

Resolution 2016-2

RECOMMENDATION:

Motion to approve Resolution 2016-2

Department Head

James R. Williams
City Manager

**RESOLUTION OF THE CITY OF LOVINGTON
LEA COUNTY, NEW MEXICO**

RESOLUTION 2016-2

**A RESOLUTION ENDORSING AND PROVIDING A COMMITMENT OF SUPPORT FOR THE
LOVINGTON COMMUNITY WELLNESS AND FITNESS CENTER**

WHEREAS, the health and well being of all citizens in Lovington is important to the City Commission; and

WHEREAS, citizens need a centralized, available, and well staffed health and wellness center to improve their quality of life; and

WHEREAS, a health and wellness center conforms with the City's ICIP; and

WHEREAS, the Nor-Lea Hospital District has presented a plan to the Lovington City Commission, Lovington Municipal Schools, and County of Lea that will provide for the construction and operation of a Community Wellness and Fitness Center.

NOW, THEREFORE, BE IT RESOLVED that the Lovington City Commission endorses the plan presented by the Nor-Lea Hospital District and will commit to sharing operating costs for up to five (5) years in an amount to not exceed \$9,375 per month.

DONE THIS 11TH DAY OF JANUARY, 2016 at

City of Lovington
New Mexico

Scotty Gandy, Mayor

ATTEST:

Carol Ann Hogue, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: January 11, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Resolution 2016-3: RTP Grant Agreement
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: January 4, 2016

STAFF SUMMARY:

Resolution 2016-3 will authorize the Mayor to execute a grant agreement between the City and the NMDOT for the design of the multi-use trail between Chaparral Park and the downtown area.

FISCAL IMPACT:

REVIEWED BY: Gary Lee Chapman
Finance Director

NMDOT Share: \$140,301
City Share: \$ 23,908

TOTAL: \$164,209

ATTACHMENTS:

Resolution 2016-3
Agreement (CN: RT20010)

RECOMMENDATION:

Motion to approve Resolution 2016-3

Department Head

James R. Williams
City Manager

**RESOLUTION OF THE CITY OF LOVINGTON
LEA COUNTY, NEW MEXICO**

RESOLUTION 2016-3

**A RESOLUTION EXECUTING A RAILS TO TRAILS PROGRAM GRANT BETWEEN THE CITY
AND THE NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the health and well being of all citizens in Lovington is important to the City Commission; and

WHEREAS, the Federal Highway Administration has provided funds through the New Mexico Department of Transportation for the design of a multi-use trail on routes around from Chaparral Park to the Downtown area; and

WHEREAS, a multi-use trail conforms with the City's ICIP.

WHEREAS, the total cost of the project will be \$164,209 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 85.44% or \$140,301

and

- b. City of Lovington's proportional matching share shall be 14.56% or \$23,908.

City of Lovington shall pay all costs, which exceed the total amount of \$164,209.

NOW, THEREFORE, BE IT RESOLVED that the Lovington City Commission authorizes the Mayor to execute a grant agreement between the City and the New Mexico Department of Transportation for the design of a multi-use trail.

DONE THIS 11TH DAY OF JANUARY, 2016 at

City of Lovington
New Mexico

Scotty Gandy, Mayor

ATTEST:

Carol Ann Hogue, City Clerk

Contract Number	
Vendor Number	<u>0000054447</u>
Control Number	<u>RT20010</u>

COOPERATIVE PROJECT AGREEMENT – DESIGN WORK

This Agreement is between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** (“Department”), and the City of Lovington (“Public Entity”), collectively referred to as the “Parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

In consideration of the covenants contained herein and pursuant to NMSA 1978, Section 67-3-28, the Parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Federal Highway Administration (FHWA) funds to the Public Entity for the preliminary and final design, project development and certification, and production of a Plans Specifications and Estimate (PS&E) Certification Package for a transportation project described in the Public Entity’s Project Identification Form (PIF) and the Statewide Transportation Improvement Program (STIP). The deliverables under this Agreement may be referred to as the “Design Work” is referred to interchangeably as “Project” or “Project Control No. RT20010.” The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction.

2. Funding.

- a. The total funding for Project Control No. RT20010, is One Hundred Sixty Four Thousand Two Hundred Nine Dollars and No Cents (\$164,209) which will be shared by the Parties as follows:

1. <u>FFY 2016 RECREATIONAL TRAILS PROGRAM (RTP) Funds</u>	
<u>Department’s 85.44% share</u>	\$140,301
Design of Multi-use trail and amenities on routes around Chaparral Park(Central Avenue, Commercial street, and Avenue D). (Description as per STIP, this agreement only pertains to the design portion of Project Control No. RT20010.)	
2. <u>City’s matching 14.56% share</u>	\$23,908
For the purpose stated above.	
3. <u>The Total Project (Design Work) Funding</u>	\$164,209

- b. The Public Entity shall pay all Project costs that exceed the total funding amount specified in this section.

3. Method of Payment -- Reimbursement.

The Department’s District T/LPA coordinator shall reimburse the Public Entity upon receipt of payment requests for the purposes stated in Section 2 above, with supporting documentation as determined and/or approved by the Department, certifying that costs have been incurred in

compliance with this Agreement. Invoices will be accepted monthly, but must be submitted at a minimum quarterly to the Department's District T/LPA coordinator. Payment requests shall be identified by the project control number and certified that the requests accurately reflect work completed, amount due and the remaining Agreement balance. All expenses must be actual, rather than estimated, and listed on the payment request as charged. Only those expenses that are properly documented and deemed eligible will be reimbursed. Incomplete submittals will be returned to the Public Entity for corrections.

The Department's District T/LPA coordinator will not reimburse the Public Entity for costs incurred prior to obligation of federal funding and the full execution of this Agreement, after the expiration of the Agreement, or in excess of the maximum dollar amount of the Agreement. The Public Entity request for reimbursement shall be submitted to the Department's District T/LPA coordinator within thirty (30) calendar days of completion of the Project and prior to the termination date identified within Section 20.

4. Public Entity Shall:

- a. Act in the capacity of the lead agency for the Project.
- b. Use the Project Control Number in all correspondence and submittals to the Department.
- c. In the event a contract term extension is needed, provide written notice to the Department sixty (60) days prior to the expiration date identified in Section 20 below to ensure timely processing.
- d. Pay all costs, perform all labor, and supply all material for the Project.
- e. Identify a single point of contact for the Project who may be either a Public Entity employee or consultant, for all communications to or from the Department.
- f. Complete all necessary Design Work, including preliminary engineering, and all items listed below in section h.
- g. Provide verification that the contractor hired for the design or certification services was solicited and hired in compliance with governing federal, state and local procurement requirements.
- h. Obtain concurrence from the Department's South Region T/LPA Coordinator prior to award or start of the design contract.
- i. Submit to the Department's South Region T/LPA Coordinator for concurrence, as a complete deliverable of this Agreement a final PS&E Certification Package which includes the following:
 1. Construction Plans;
 2. Stamped/Sealed Engineer's Opinion of Probable Cost;
 3. Specifications;
 4. Contract Book;
 5. Proposed Invitation for Bid;
 6. Project PS&E Certification Package, shall also contain the following documents:
 - Signed Certification of Pre-Construction Phase (**Appendix E**);
 - Environmental clearance and certification documentation;
 - The State Historic Preservation Officer's concurrence;
 - Right of Way certification documentation;
 - Utility certification documentation according to 17NMAC 4.2 and MAP 21-Buy America Provisions;

- Work Zone Checklist;
 - Intelligent Transportation Systems (ITS) certification documentation;
 - Railroad certification documentation;
 - All other applicable Maintenance Agreements; and
 - PS&E Checklist
- j. Develop and execute the Project in accordance with the Department's current Tribal/Local Public Agency Handbook, Department's current Specifications or approved equal by the District Engineer and concurred by the State Construction Engineer, Right of Way Handbook, Volume VII, and the New Mexico Transportation Department's Office Procedures Manual.
- k. Insure all designs comply with Appendix A, "Preliminary Engineering/Construction Engineering" and are performed under the direct supervision of a Registered New Mexico Professional Engineer and/or Registered New Mexico Architect, as required by NMSA 1978, Sections 61-23-1, et al., and 61-15-1, et al.
- l. Design the Project in accordance with **Appendix C**, "Design Standards."
- m. Comply with **Appendix D**, "Survey and Right of Way Acquisition Requirements."
- n. Warrant, covenant, and agree that they will comply with conditions and terms contained in all appendices attached hereto. They will perform any and all applicable obligations contained herein.
- o. Complete the environmental process as described in the Department's Tribal/Local Public Agency Handbook and in accordance with state and federal guidelines and regulations including the National Environmental Policy Act (NEPA), FHWA Technical Advisory T 6640.8, 23 CFR Part 771, and guidance for preparing environmental documents. This effort includes, but is not be limited to:
1. Completion of a Location Corridor Procedures, if applicable, as described in **Appendix B**. Initiate and prepare an Initial Corridor Analysis Report "Phase A Report," a Location Study Report "Phase B Report," and the appropriate level of environmental documentation "Phase C";
 2. Submit a scope of work to the Department's South Region T/LPA Coordinator for concurrence with the determination of the level of effort needed for completing the environmental certification process;
 3. Conduct a cultural resources survey, if required, and submit the cultural resources survey report to the Department's South Region T/LPA Coordinator for review and assistance with making the submittal to the State Historic Preservation Office (SHPO). The survey shall be conducted and the report shall be prepared in accordance with the Department's Guidelines for Cultural Resource Investigations;
 4. Conduct and document hazardous materials investigations according to the Department's Environmental Geology Bureau's Hazardous Materials Assessment Handbook. The appropriate environmental documents shall be prepared by a qualified environmental professional, as defined in 40 CFR Part 312, and submitted to the Department's South Region T/LPA Coordinator for review;
 5. Conduct and document appropriate public notifications and public involvement activities;
 6. Submit appropriate and acceptable NEPA documents, prepared by a qualified environmental professional, to the Department's South Region T/LPA Coordinator for

- review and concurrence. "Acceptable" means documents that meet the criteria specified in the Department's Tribal/Local Public Agency Handbook; and,
7. Produce and distribute an appropriate number of copies of environmental documents to regulatory agencies and interested parties.
 - p. Comply with **Appendix G** if the Project involves signalization/ intersection and/or state highway lighting.
 - q. Register with www.sam.gov and DUNS.
 - r. If the Public Entity receives a combined \$750,000 in Federal funding, which would require an audit pursuant to OMB Super Circular Section 200.501.
 - s. Ensure all design and Project plans require that all construction materials, including those associated with utility facilities and relocations, are in accordance with "Buy America" requirements (23 CFR Section 635.410), which require proof of origin and place of manufacture of iron and steel products and materials to be made in America. Additional information is available at: <http://www.fhwa.dot.gov/construction/cquit/buyam.cfm>; <http://www.fhwa.dot.gov/utilities/buyam.cfm>.
 - t. Ensure all design and Project plans fully comply with Title II of the Americans with Disabilities Act of 1990 (ADA), implemented by 28 CFR 35, Section 504 of the 1973 Rehabilitation Act, implemented by 49 CFR 27, United States Access Board *Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way* a.k.a. Public Right-of-Way Accessibility Guidelines (PROWAG) section 300R, including NMDOT's ADA Design Standards.

5. The Department Shall:

- a. Assign the Department's South Region T/LPA Coordinator as the single point of contact to provide technical assistance for the development of the Project and to monitor and oversee progress under this Agreement.
- b. Ensure the Department's Environmental Development and Environmental Geology Sections timely reviews and concurs with Public Entity's:
 1. NEPA and related environmental documentation for appropriate level of effort and completeness, and timely assists the Public Entity by transmitting the Public Entity's NEPA documents to the FHWA for review and concurrence.
 2. Cultural resource technical reports and timely assists the Public Entity by transmitting the reports to FHWA and the SHPO officer for review and concurrence.
- c. Review the Public Entity's hazardous material investigation deliverables to concur Public Entity has certified each is compliant with American Society for Testing and Materials (ASTM) and Department standards.
- d. Review required certification documents and deliverables submitted by Public Entity for Acceptability, as that term is defined in the Department's current Standard Specifications for Highway and Bridge Construction or approved other by the District Engineer and concurred by the State Construction Engineer, as a prerequisite to obligating the remainder of the Project's federal funding for construction.

6. Both Parties Agree:

Review of documents by the Department does not relieve the Public Entity, or its consultants, of its responsibility for errors and omissions.

7. Project Responsibility.

The Public Entity is solely responsible for ensuring that the Project is carried out to completion. The services required under this Agreement shall remain the full responsibility of the Public Entity, unless stated otherwise in the Agreement.

8. Public Entity Sole Jurisdiction.

After the completion of this Agreement, ownership of the Project design and development documentation shall remain solely with the Public Entity.

9. Legal Compliance.

The Public Entity shall comply with all applicable federal, state and local laws and regulations, and applicable Department policies including Design Directives in the performance of this Agreement. These laws include, but are not limited to: FHWA memorandums; Authorization to proceed and project monitoring at 23 CFR Part 630.106; Agreement provisions at 23 CFR Part 630.112; Project approval and oversight at 23 U.S.C. § 106 [as amended by SAFETEA-LU section 1904]; Single Audit Act Amendments of 1996 (P.L. 104-156)/OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 18; Titles VI and VII of the Civil Rights Act of 1964 and related statutes; applicable provisions of the Disadvantaged Business Enterprise Program, 49 CFR Part 26; the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, Executive Order 12898, the Civil Rights Restoration Act of 1987, the New Mexico Human Rights Act, and Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375; the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252; 2 CFR Part 170; and 2 CFR Part 25; the NMAC 17.4.2; Public Utilities and Utility Services, Utility right of Way and Easements, Requirements for Occupancy of State Highway System Right-of-Way by Utility Facilities.

Additionally, the Public Entity shall comply with all applicable federal, state and local laws and regulations governing environmental issues, workplace safety, employer-employee relations and all other laws and regulations governing operation of the workplace. The Public Entity shall ensure that the requirements of this compliance are made a part of each contract and subcontract on this Project at all tiers.

10. Federal Grant Reporting Requirements.

Under the Federal Funding Accountability and Transparency Act, the Department is required to report on projects or activities, which are awarded federal grants of \$25,000 or more. This information will be made available to the public on www.USASpending.gov. For this reporting, Public Entity is the "subgrantee."

The type of information the Department is required to report includes:

- a. Name of subgrantee receiving the award;
- b. Amount of award;
- c. Funding Agency;

- d. NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants;
- e. Program source;
- f. Award title descriptive of the purpose of the funding action;
- g. Location of the subgrantee, which includes the Congressional District;
- h. Place of performance of the program or activity, which includes the Congressional District;
- i. Unique identifier -- DUNS -- of the subgrantee and its parent organization, if one exists; and,
- j. Total compensation and names of the top five executives of the subgrantee. This information is required, if the subgrantee in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds \$25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code.

The Department will extract as much information as possible from the Public Entity's grant application and standard reports. More information on the Transparency Act may be located via the following links: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>; and, <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

11. Disadvantaged Business Enterprise (DBE) Program.

- a. **Required Contract Assurance:** Each contract the Department signs with the Public Entity and each subcontract the Public Entity signs with a consultant or subconsultant must include the following assurance: "The contractor, sub-recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of U.S. Department of Transportation-assisted contracts". Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Department deems appropriate which may include but is not limited to:
 - 1. Withholding of monthly progress payment;
 - 2. Assessing sanctions;
 - 3. Liquidated damages; and/or
 - 4. Disqualifying the contractor from future bidding as non-responsive
- b. **DBE Program Obligations:** The portion of the Department's tri-annual state DBE goal applicable to federal-aid design projects is 7.69%, which shall be attained through race neutral measures. Accordingly, even though design and other consultant contracts do not have contract specific DBE goals assigned to them, the Department encourages the Public Entity and its consultants and contractors to facilitate small business and DBE participation on this Project and to take all reasonable steps to eliminate obstacles that may preclude such participation.
- c. **Provision of DBE Program Information:** The Public Entity shall provide any DBE related information or data to the Department's South Region T/LPA Coordinator or the Department's Office of Equal Opportunity Programs, including but not limited to lists of quoters and DBE monthly participation forms, as required or upon request.

12. Title VI Program Obligations.

- a. Public Entity Assurances – Each contract the Public Entity enters into with a design consultant, other consultant or recipient on a project assisted by the United States Department of Transportation (USDOT), and any subcontract thereto, shall include the assurances contained in **Appendix F** as applicable:
- b. The Public Entity shall sign and submit the attached **Appendix F** (Title VI Nondiscrimination Assurances For FHWA Recipients) to the Department's Construction and Civil Rights Bureau. By signing **Appendix F**, assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Public Entity.
- c. The Public Entity shall require sub-recipients to sign and submit the attached **Appendix F** (Title VI Nondiscrimination Assurances For FHWA Recipients) to the Department's Construction and Civil Rights Bureau for each contract the Public Entity enters into with a design consultant, other consultant or sub-recipient on a USDOT-assisted project, and any subcontract thereto.

13. Third Party Beneficiary.

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

The Department will not be a party to any claim between Public Entity and their designated consultant or subconsultat at any tier.

14. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

15. Office of Inspector General Reviews.

The Public Entity shall provide to all firms or individuals seeking a services contract related to this Agreement the reporting and oversight requirements that each will be bound to from the time of bid or proposal submission. The following provisions must be included in all contracts or subcontracts for services for a federally-funded project.

- a. Inspector General Reviews. Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the head of the department or agency concerned.

- b. Access of Offices of Inspector General to Certain Records and Employees. With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General appointed under the Inspector General Act of 1978, 5 U.S.C. App. §§ 3 or 8G, is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions.
1. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract.
 2. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or local government agency administering the contract, regarding such transactions.
 3. Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.
- c. New Mexico Department of Transportation/Office of Inspector General. As specified in New Mexico State Transportation Commission Policy Number 30 (CP-30), current as of the date of execution of this Agreement, has the authority to carry out all duties required, which are the same as those specified in federal law: Office of Inspector General, 23 U.S.C. §302 (the capability to carry out the duties required by law); 23 U.S.C. §112 (contracting for engineering and design services); the review of Federal-aid construction contracts references; 23 U.S.C. § 106 (project approval); 23 U.S.C. § 112 (letting of contracts); 23 U.S.C. § 113 (prevailing rate of wage); 23 U.S.C. § 114 (construction); 23 CFR Parts 635 and 636 (design build); 23 CFR Part 637 (construction inspection approval); the State Departments of Transportation are responsible for ensuring that all federal-aid projects are carried out in accordance with federal requirements. This responsibility was specifically clarified in 23 U.S.C. § 106, as amended by Section 1904(a) of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU, Public Law 109-59).

16. Access to Records, Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Public Entity shall maintain all records and documents relative to the Project for five (5) years after completion of the Project or termination of this Agreement. The Public Entity shall furnish the Department, State Auditor, or appropriate federal auditors, upon demand, any and all records relevant to this Agreement for auditing purposes. If an audit determines that a specific expense was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense identified shall be reimbursed to the Department within thirty (30) days of written notification.

17. Appropriation.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the State Legislature, or the Congress of the United States, if federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon

written notice given by the Department to the Public Entity. The Department is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, obligated by FHWA, encumbered, and approved for expenditure by the Department. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

18. Scope of this Agreement.

This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

19. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

20. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement shall terminate on **September 30, 2017**. In the event a contract term extension is needed, the Public Entity shall provide written notice to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Upon termination, neither party shall have any obligation after said date except as stated in Sections 7 and 16 above.

21. Termination.

- a. The Department may terminate this Agreement if the funds identified in Section 2 above have not been contractually committed between the Public Entity and a contractor within three (3) months from the date this Agreement is effective.
- b. The Department will review inactive projects on a quarterly basis. An inactive project is a project for which no expenditures have been charged against federal funds for the past 12 months. If the Department determines a project to be inactive, the Department may, as directed by FHWA, terminate the agreement and redirect the unexpended balance pursuant to 23 CFR Part 630.106.
- c. The Department may, at its option, terminate this Agreement if the Public Entity fails to comply with any provision of this Agreement. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to termination of the Agreement.

22. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

South Region T/LPA Coordinator

Kimberly Fetherlin
T/LPA Project Specialist
New Mexico Department of Transportation
750 N. Solano Drive
Las Cruces, New Mexico 88001
Office: 575-525-7355
Fax:
E-mail: Kimberly.Fetherlin@state.nm.us

District T/LPA Coordinator

Denny Gumfory
TSE
New Mexico Department of Transportation
P.O. Box 1457
Roswell, New Mexico 88202
Office: 575-637-7234
Fax:
E-Mail:

Public Entity

James Williams
Interim City Manager
City of Lovington
P.O. Box 1269
Lovington, New Mexico 88260
Office: 575-396-2884
Fax:
E-mail: jwilliams@lovington.org

23. Amendment.

The terms of this Agreement may be altered, modified or amended by an instrument in writing executed by the parties.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Cynthia A. Chest
Assistant General Counsel

Date: 11-24-15

CITY OF LOVINGTON

By: _____
Mayor

Date: _____

ATTEST

By: _____
CITY OF LOVINGTON Clerk

Date: _____

Approved as to form and legal sufficiency by the City's Attorney

By: _____
CITY OF LOVINGTON Attorney

Date: _____

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: January 11, 2015

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Resolution 2016-4: Washington Street Improvements
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: January 4, 2015

STAFF SUMMARY:

Resolution 2016-4 will authorize the Mayor to execute a grant between the City and the NMDOT for pedestrian, bicycle, ADA, and streetscape improvements on Washington between Main and Love.

FISCAL IMPACT:

REVIEWED BY: Gary Lee Chapman
Finance Director

NMDOT Share: \$58,954
City Share: \$10,046

TOTAL PROJECT: \$69,000

ATTACHMENTS:

Resolution 2016-4
Agreement (CN R2102080)

RECOMMENDATION:

Motion to approve Resolution 2016-4

Department Head

James R. Williams
City Manager

**RESOLUTION OF THE CITY OF LOVINGTON
LEA COUNTY, NEW MEXICO**

RESOLUTION 2016-4

**A RESOLUTION EXECUTING A TRANSPORTATION ALTERNATIVE FLEXIBLE GRANT
BETWEEN THE CITY AND THE NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the health and well being of all citizens in Lovington is important to the City Commission; and

WHEREAS, the Federal Highway Administration has provided funds through the New Mexico Department of Transportation for the design of design of pedestrian and bicycle facilities, ADA & streetscape improvement from Main Avenue to Love Street on Washington Avenue; and

WHEREAS, these improvements conform with the City's ICIP.

WHEREAS, the total cost of the project will be \$69,000 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 85.44% or \$58,954

and

- b. City of Lovington's proportional matching share shall be 14.56% or \$10,046.

City of Lovington shall pay all costs, which exceed the total amount of \$69,000.

NOW, THEREFORE, BE IT RESOLVED that the Lovington City Commission authorizes the Mayor to execute a grant agreement between the City and the New Mexico Department of Transportation for the design of pedestrian and bicycle facilities, ADA & streetscape improvement from Main Avenue to Love Street on Washington Avenue.

DONE THIS 11TH DAY OF JANUARY, 2016 at

City of Lovington
New Mexico

ATTEST:

Scotty Gandy, Mayor

Carol Ann Hogue, City Clerk

Contract Number	_____
Vendor Number	<u>000054447</u>
Control Number	<u>2102080</u>

COOPERATIVE PROJECT AGREEMENT – DESIGN WORK

This Agreement is between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** (“Department”), and the City of Lovington (“Public Entity”), collectively referred to as the “Parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

In consideration of the covenants contained herein and pursuant to NMSA 1978, Section 67-3-28, the Parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Federal Highway Administration (FHWA) funds to the Public Entity for the preliminary and final design, project development and certification, and production of a Plans Specifications and Estimate (PS&E) Certification Package for a transportation project described in the Public Entity’s Project Identification Form (PIF) and the Statewide Transportation Improvement Program (STIP). The deliverables under this Agreement may be referred to as the “Design Work” is referred to interchangeably as “Project” or “Project Control No. 2102080.” The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction.

2. Funding.

- a. The total funding for Project Control No. 2102080, is Sixty Nine Thousand Dollars and No Cents (\$69,000) which will be shared by the Parties as follows:
 - 1. **FFY 2016 TRANSP. ALT FLEXIBLE (TAPF) Funds**

<u>Department’s 85.44% share</u>	\$58,954
Design of pedestrian & bicycle facilities, ADA & streetscape improvements on RT: FL-5187-P, from Main Avenue to Love Street. (Description as per STIP database, this agreement only pertains to the design portion of Project Control No. 2102080.)	
<u>City’s matching 14.56% share</u>	\$10,046
For the purpose stated above.	
<u>The Total Project (Design Work) Funding</u>	\$69,000
- b. The Public Entity shall pay all Project costs that exceed the total funding amount specified in this section.

3. Method of Payment -- Reimbursement.

The Department’s District T/LPA coordinator shall reimburse the Public Entity upon receipt of payment requests for the purposes stated in Section 2 above, with supporting documentation as determined and/or approved by the Department, certifying that costs have been incurred in compliance with this Agreement. Invoices will be accepted monthly, but must be submitted at a

compliance with this Agreement. Invoices will be accepted monthly, but must be submitted at a minimum quarterly to the Department's District T/LPA coordinator. Payment requests shall be identified by the project control number and certified that the requests accurately reflect work completed, amount due and the remaining Agreement balance. All expenses must be actual, rather than estimated, and listed on the payment request as charged. Only those expenses that are properly documented and deemed eligible will be reimbursed. Incomplete submittals will be returned to the Public Entity for corrections.

The Department's District T/LPA coordinator will not reimburse the Public Entity for costs incurred prior to obligation of federal funding and the full execution of this Agreement, after the expiration of the Agreement, or in excess of the maximum dollar amount of the Agreement. The Public Entity request for reimbursement shall be submitted to the Department's District T/LPA coordinator within thirty (30) calendar days of completion of the Project and prior to the termination date identified within Section 20.

4. Public Entity Shall:

- a. Act in the capacity of the lead agency for the Project.
- b. Use the Project Control Number in all correspondence and submittals to the Department.
- c. In the event a contract term extension is needed, provide written notice to the Department sixty (60) days prior to the expiration date identified in Section 20 below to ensure timely processing.
- d. Pay all costs, perform all labor, and supply all material for the Project.
- e. Identify a single point of contact for the Project who may be either a Public Entity employee or consultant, for all communications to or from the Department.
- f. Complete all necessary Design Work, including preliminary engineering, and all items listed below in section h.
- g. Provide verification that the contractor hired for the design or certification services was solicited and hired in compliance with governing federal, state and local procurement requirements.
- h. Obtain concurrence from the Department's South Region T/LPA Coordinator prior to award or start of the design contract.
- i. Submit to the Department's South Region T/LPA Coordinator for concurrence, as a complete deliverable of this Agreement a final PS&E Certification Package which includes the following:
 1. Construction Plans;
 2. Stamped/Sealed Engineer's Opinion of Probable Cost;
 3. Specifications;
 4. Contract Book;
 5. Proposed Invitation for Bid;
 6. Project PS&E Certification Package, shall also contain the following documents:
 - Signed Certification of Pre-Construction Phase (**Appendix E**);
 - Environmental clearance and certification documentation;
 - The State Historic Preservation Officer's concurrence;
 - Right of Way certification documentation;
 - Utility certification documentation according to 17NMAC 4.2 and MAP 21-Buy America Provisions;

- Work Zone Checklist;
 - Intelligent Transportation Systems (ITS) certification documentation;
 - Railroad certification documentation;
 - All other applicable Maintenance Agreements; and
 - PS&E Checklist
- j. Develop and execute the Project in accordance with the Department's current Tribal/Local Public Agency Handbook, Department's current Specifications or approved equal by the District Engineer and concurred by the State Construction Engineer, Right of Way Handbook, Volume VII, and the New Mexico Transportation Department's Office Procedures Manual.
- k. Insure all designs comply with Appendix A, "Preliminary Engineering/Construction Engineering" and are performed under the direct supervision of a Registered New Mexico Professional Engineer and/or Registered New Mexico Architect, as required by NMSA 1978, Sections 61-23-1, et al., and 61-15-1, et al.
- l. Design the Project in accordance with **Appendix C**, "Design Standards."
- m. Comply with **Appendix D**, "Survey and Right of Way Acquisition Requirements."
- n. Warrant, covenant, and agree that they will comply with conditions and terms contained in all appendices attached hereto. They will perform any and all applicable obligations contained herein.
- o. Complete the environmental process as described in the Department's Tribal/Local Public Agency Handbook and in accordance with state and federal guidelines and regulations including the National Environmental Policy Act (NEPA), FHWA Technical Advisory T 6640.8, 23 CFR Part 771, and guidance for preparing environmental documents. This effort includes, but is not be limited to:
1. Completion of a Location Corridor Procedures, if applicable, as described in **Appendix B**. Initiate and prepare an Initial Corridor Analysis Report "Phase A Report," a Location Study Report "Phase B Report," and the appropriate level of environmental documentation "Phase C";
 2. Submit a scope of work to the Department's South Region T/LPA Coordinator for concurrence with the determination of the level of effort needed for completing the environmental certification process;
 3. Conduct a cultural resources survey, if required, and submit the cultural resources survey report to the Department's South Region T/LPA Coordinator for review and assistance with making the submittal to the State Historic Preservation Office (SHPO). The survey shall be conducted and the report shall be prepared in accordance with the Department's Guidelines for Cultural Resource Investigations;
 4. Conduct and document hazardous materials investigations according to the Department's Environmental Geology Bureau's Hazardous Materials Assessment Handbook. The appropriate environmental documents shall be prepared by a qualified environmental professional, as defined in 40 CFR Part 312, and submitted to the Department's South Region T/LPA Coordinator for review;
 5. Conduct and document appropriate public notifications and public involvement activities;
 6. Submit appropriate and acceptable NEPA documents, prepared by a qualified environmental professional, to the Department's South Region T/LPA Coordinator for

- review and concurrence. "Acceptable" means documents that meet the criteria specified in the Department's Tribal/Local Public Agency Handbook; and,
7. Produce and distribute an appropriate number of copies of environmental documents to regulatory agencies and interested parties.
 - p. Comply with **Appendix G** if the Project involves signalization/ intersection and/or state highway lighting.
 - q. Register with www.sam.gov and DUNS.
 - r. If the Public Entity receives a combined \$750,000 in Federal funding, which would require an audit pursuant to OMB Super Circular Section 200.501.
 - s. Ensure all design and Project plans require that all construction materials, including those associated with utility facilities and relocations, are in accordance with "Buy America" requirements (23 CFR Section 635.410), which require proof of origin and place of manufacture of iron and steel products and materials to be made in America. Additional information is available at: <http://www.fhwa.dot.gov/construction/cquit/buyam.cfm>; <http://www.fhwa.dot.gov/utilities/buyam.cfm>.
 - t. Ensure all design and Project plans fully comply with Title II of the Americans with Disabilities Act of 1990 (ADA), implemented by 28 CFR 35, Section 504 of the 1973 Rehabilitation Act, implemented by 49 CFR 27, United States Access Board *Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way* a.k.a. Public Right-of-Way Accessibility Guidelines (PROWAG) section 300R, including NMDOT's ADA Design Standards.

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- a. Assign the Department's South Region T/LPA Coordinator as the single point of contact to provide technical assistance for the development of the Project and to monitor and oversee progress under this Agreement.
- b. Ensure the Department's Environmental Development and Environmental Geology Sections timely reviews and concurs with Public Entity's:
 1. NEPA and related environmental documentation for appropriate level of effort and completeness, and timely assists the Public Entity by transmitting the Public Entity's NEPA documents to the FHWA for review and concurrence.
 2. Cultural resource technical reports and timely assists the Public Entity by transmitting the reports to FHWA and the SHPO officer for review and concurrence.
- c. Review the Public Entity's hazardous material investigation deliverables to concur Public Entity has certified each is compliant with American Society for Testing and Materials (ASTM) and Department standards.
- d. Review required certification documents and deliverables submitted by Public Entity for Acceptability, as that term is defined in the Department's current Standard Specifications for Highway and Bridge Construction or approved other by the District Engineer and concurred by the State Construction Engineer, as a prerequisite to obligating the remainder of the Project's federal funding for construction.

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Additionally, the Public Entity shall comply with all applicable federal, state and local laws and regulations governing environmental issues, workplace safety, employer-employee relations and all other laws and regulations governing operation of the workplace. The Public Entity shall ensure that the requirements of this compliance are made a part of each contract and subcontract on this Project at all tiers.

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- a. Name of subgrantee receiving the award;
- b. Amount of award;
- c. Funding Agency;

- d. NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants;
- e. Program source;
- f. Award title descriptive of the purpose of the funding action;
- g. Location of the subgrantee, which includes the Congressional District;
- h. Place of performance of the program or activity, which includes the Congressional District;
- i. Unique identifier – DUNS -- of the subgrantee and its parent organization, if one exists; and,
- j. Total compensation and names of the top five executives of the subgrantee. This information is required, if the subgrantee in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds \$25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code.

The Department will extract as much information as possible from the Public Entity's grant application and standard reports. More information on the Transparency Act may be located via the following links: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>; and, <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

11. Disadvantaged Business Enterprise (DBE) Program.

- a. Required Contract Assurance: Each contract the Department signs with the Public Entity and each subcontract the Public Entity signs with a consultant or subconsultant must include the following assurance: "The contractor, sub-recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of U.S. Department of Transportation-assisted contracts". Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Department deems appropriate which may include but is not limited to:
 1. Withholding of monthly progress payment;
 2. Assessing sanctions;
 3. Liquidated damages; and/or
 4. Disqualifying the contractor from future bidding as non-responsive
- b. DBE Program Obligations: The portion of the Department's tri-annual state DBE goal applicable to federal-aid design projects is 7.69%, which shall be attained through race neutral measures. Accordingly, even though design and other consultant contracts do not have contract specific DBE goals assigned to them, the Department encourages the Public Entity and its consultants and contractors to facilitate small business and DBE participation on this Project and to take all reasonable steps to eliminate obstacles that may preclude such participation.
- c. Provision of DBE Program Information: The Public Entity shall provide any DBE related information or data to the Department's South Region T/LPA Coordinator or the Department's Office of Equal Opportunity Programs, including but not limited to lists of quoters and DBE monthly participation forms, as required or upon request.

12. Title VI Program Obligations.

- a. Public Entity Assurances – Each contract the Public Entity enters into with a design consultant, other consultant or recipient on a project assisted by the United States Department of Transportation (USDOT), and any subcontract thereto, shall include the assurances contained in **Appendix F** as applicable;
- b. The Public Entity shall sign and submit the attached **Appendix F** (Title VI Nondiscrimination Assurances For FHWA Recipients) to the Department's Construction and Civil Rights Bureau. By signing **Appendix F**, assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Public Entity.
- c. The Public Entity shall require sub-recipients to sign and submit the attached **Appendix F** (Title VI Nondiscrimination Assurances For FHWA Recipients) to the Department's Construction and Civil Rights Bureau for each contract the Public Entity enters into with a design consultant, other consultant or sub-recipient on a USDOT-assisted project, and any subcontract thereto.

13. Third Party Beneficiary.

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

The Department will not be a party to any claim between Public Entity and their designated consultant or subconsultat at any tier.

14. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

15. Office of Inspector General Reviews.

The Public Entity shall provide to all firms or individuals seeking a services contract related to this Agreement the reporting and oversight requirements that each will be bound to from the time of bid or proposal submission. The following provisions must be included in all contracts or subcontracts for services for a federally-funded project.

- a. Inspector General Reviews. Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the head of the department or agency concerned.

- b. Access of Offices of Inspector General to Certain Records and Employees. With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General appointed under the Inspector General Act of 1978, 5 U.S.C. App. §§ 3 or 8G, is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions.
1. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract.
 2. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or local government agency administering the contract, regarding such transactions.
 3. Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.
- c. New Mexico Department of Transportation/Office of Inspector General. As specified in New Mexico State Transportation Commission Policy Number 30 (CP-30), current as of the date of execution of this Agreement, has the authority to carry out all duties required, which are the same as those specified in federal law: Office of Inspector General, 23 U.S.C. §302 (the capability to carry out the duties required by law); 23 U.S.C. §112 (contracting for engineering and design services); the review of Federal-aid construction contracts references; 23 U.S.C. § 106 (project approval); 23 U.S.C. § 112 (letting of contracts); 23 U.S.C. § 113 (prevailing rate of wage); 23 U.S.C. § 114 (construction); 23 CFR Parts 635 and 636 (design build); 23 CFR Part 637 (construction inspection approval); the State Departments of Transportation are responsible for ensuring that all federal-aid projects are carried out in accordance with federal requirements. This responsibility was specifically clarified in 23 U.S.C. § 106, as amended by Section 1904(a) of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU, Public Law 109-59).

16. Access to Records, Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Public Entity shall maintain all records and documents relative to the Project for five (5) years after completion of the Project or termination of this Agreement. The Public Entity shall furnish the Department, State Auditor, or appropriate federal auditors, upon demand, any and all records relevant to this Agreement for auditing purposes. If an audit determines that a specific expense was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense identified shall be reimbursed to the Department within thirty (30) days of written notification.

17. Appropriation.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the State Legislature, or the Congress of the United States, if federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon

written notice given by the Department to the Public Entity. The Department is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, obligated by FHWA, encumbered, and approved for expenditure by the Department. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

18. Scope of this Agreement.

This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

19. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

20. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement shall terminate on **September 30, 2017**. In the event a contract term extension is needed, the Public Entity shall provide written notice to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Upon termination, neither party shall have any obligation after said date except as stated in Sections 7 and 16 above.

21. Termination.

- a. The Department may terminate this Agreement if the funds identified in Section 2 above have not been contractually committed between the Public Entity and a contractor within three (3) months from the date this Agreement is effective.
- b. The Department will review inactive projects on a quarterly basis. An inactive project is a project for which no expenditures have been charged against federal funds for the past 12 months. If the Department determines a project to be inactive, the Department may, as directed by FHWA, terminate the agreement and redirect the unexpended balance pursuant to 23 CFR Part 630.106.
- c. The Department may, at its option, terminate this Agreement if the Public Entity fails to comply with any provision of this Agreement. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to termination of the Agreement.

22. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

South Region T/LPA Coordinator

Kimberly Fetherlin
T/LPA Project Specialist
New Mexico Department of Transportation
750 N. Solano Drive
Las Cruces, New Mexico 88001
Office: 575-525-7355
Fax:
E-mail: Kimberly.Fetherlin@state.nm.us

District T/LPA Coordinator

Denny Gumfory
TSE
New Mexico Department of Transportation
P.O. Box 1457
Roswell, New Mexico 88202
Office: 575-637-7234
Fax:
E-Mail:

Public Entity

James Williams
Interim City Manager
City of Lovington
P.O. Box 1269
Lovington, New Mexico 88260
Office: 575-396-2884
Fax:
E-mail: jwilliams@lovington.org

23. Amendment.

The terms of this Agreement may be altered, modified or amended by an instrument in writing executed by the parties.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Cynthia A. Christ Date: 11-24-15
Assistant General Counsel

CITY OF LOVINGTON

By: _____ Date: _____
Mayor

ATTEST

By: _____ Date: _____
CITY OF LOVINGTON Clerk

Approved as to form and legal sufficiency by the City's Attorney

By: _____ Date: _____
CITY OF LOVINGTON Attorney

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: January 11, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Senior Citizen Board Appointments
DEPARTMENT: Senior Citizen Board
SUBMITTED BY: Norma Vejil, Director
DATE SUBMITTED: January 4, 2016

STAFF SUMMARY:

The following individuals terms on the Senior Citizens Board have expired:

Donna Dean
Ben Quiroz
Shirley Choate - desires reappointment
Fred Browning - desires reappointment

As requested, the Center Director conducted a survey in regards to services and board representation. A summary of the results are attached.

FISCAL IMPACT:

REVIEWED BY: _____
Finance Director

ATTACHMENTS:

Survey results

RECOMMENDATION:

Motion to appoint 4 individuals. Terms are for two years each.

Department Head

James R. Williams

City Manager

Lovington Senior Center Patron Service Survey

Advisory Board Information please read current By- Laws included in survey

Circle the letter of the response that best describes you;

1. What is your age group?

- a. 60-64 **(3)**
- b. 65-74 **(21)**
- c. 75-84 **(13)**
- d. 85 or over **(13)**

1 no response

2. What is your gender?

- a. Male **(19)**
- b. Female **(30)**

2 no response

3. What is your marital status?

- a. Married **(26)**
- b. Widowed **(18)**
- c. Divorced/Separated **(3)**
- d. Single **(4)**

4. Are you happy with the Advisory Board at your senior center?

- a. Yes **(45)**
- b. No **(1)**

5 no response

5. Do you attend the center board meetings?

- a. No **(50)**
- b. Yes **(1)**
- c. If yes, number of meetings attended?

6. Are you aware that Advisory Board Meetings are published, on display at the center, and announced, prior to Thursday meetings?

- a. Yes **(21)**
- b. No **(29)**

1 no response

7. Have you had any issue at the center that was not quickly and quietly resolved?

(29) No

(22) No response

Are the Advisory Board Members of the Senior Center courteous and helpful?

1. Yes (42)

2. No (6)

3 no response

2. Are you aware that the Advisory Board Members of the Senior Center Volunteer as needed?

1. Yes (39)

2. No (10)

2 no response

3. Do you have a problem with the way that Advisory Board Members are selected?

a. No (44)

b. Yes (1)

5 no response

c. If yes, What changes would you make?

“Maybe the seniors should have a say in selection”

4. Is the office staff of the Senior Center courteous and helpful?

1. Yes (49)

2. No (1)

1 no response

5. Is the kitchen staff of the Senior Center courteous and helpful?

1. Yes (49)

2. No (1)

1 no response

If you have any additional comments about this survey, please let us know.

Thank you for your participation and helping us serve you better!

Survey Comments:

1. Need to set new senior advisory not the same one all time
2. Request meals every day
3. Meals 5 days por favor
4. Really enjoying attending activities at the center
5. Meals all days
6. It would be helpdul if the senior center serves meals Monday thru Friday Thank You!
7. Great food
8. Enjoy it
9. Keep up the good work

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: January 11, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Planning and Zoning Commission Appointment
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: January 7, 2016

STAFF SUMMARY:

The following members term for the Planning and Zoning Commission has expired:

David Lynch - desires reappointment

FISCAL IMPACT:

REVIEWED BY: _____
Finance Director

ATTACHMENTS:

RECOMMENDATION:

Motion to appoint an individual to the Planning and Zoning Commission.

Department Head

James R. Williams

City Manager

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: January 11, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Extraterritorial Zoning Board Appointments
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: January 7, 2016

STAFF SUMMARY:

The following members of the ETZ Board terms will expire in February 2016.

Randy Pettigrew
Betty Price
Raymond Moreno

All of the above members have expressed the desire for reappointment.

FISCAL IMPACT:

REVIEWED BY: _____
Finance Director

ATTACHMENTS:

RECOMMENDATION:

Motion to appoint three members to the Extraterritorial Zoning Board for one year terms.

Department Head

James R. Williams

City Manager

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: January 11, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Library Board Appointments
DEPARTMENT: Lovington Public Library
SUBMITTED BY: Tueredia McBride
DATE SUBMITTED: January 4, 2016

STAFF SUMMARY:

The following Library Board members terms will expire 1/2016:

Susan Bogan - recently appointed to serve an unexpired term and desires reappointment
Miguel DeLaCruz - desires reappointment

FISCAL IMPACT:

REVIEWED BY: _____
Finance Director

ATTACHMENTS:

RECOMMENDATION:

Appointment of two individuals to the Library Board for 5 year terms.

Department Head

James R. Williams

City Manager

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: January 11, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Lodgers Tax Board Funding Recommendations
DEPARTMENT: Lodgers Tax Board
SUBMITTED BY: _____
DATE SUBMITTED: January 7, 2015

STAFF SUMMARY:

The Lovington Lodgers Tax Board convened on January 6, 2016 and made recommendations for submitted project funding amounts.

FISCAL IMPACT:

REVIEWED BY: Gary Lee Chapman
Finance Director

Total funding recommended: \$5,697.66

Project detail is attached.

ATTACHMENTS:

Lodgers Tax Board Funding Recommendation
Financial Report

RECOMMENDATION:

Motion to approve funding for Lodgers Tax projects.

Department Head

James R. Williams
City Manager

Lodgers Tax Recommendations

September 30, 2014

Funding Quarter:	January 1, 2016 - March 30, 2016
Estimated Funding Available:	\$ 12,802.44
Dedicated Chamber Funding:	\$ 3,000.00
Adjusted Estimated Funding:	\$ 9,802.44
Funding Cap:	\$ 5,802.44
Individual Funding Cap:	\$ 1,450.61
Estimated Remaining:	\$ 4,000.00

	Project	Organization	Funding Request	Evaluation Average	Maximum Recommended Funding	Lodgers Tax Board Recommendation
2	Theatre Marketing and Promotion	LCFA	\$ 3,240.00	56.00	1,450.61	\$ 1,925.61
3	Museum Gala/Benefit	Lea County Museum	\$ 3,610.96	52.00	1,450.61	\$ 1,925.61
4	7th Annual Spring Bash	Wildbunch Softball	\$ 2,345.00	48.67	1,370.06	\$ 1,846.44
			\$ 9,195.96		\$ 4,271.28	\$ 5,697.66

Lodgers Tax Financial Report

Beginning Cash Balance as of January 4, 2016	\$ 2,443.56
Pending Expenses	
LCM - Pena Art Show	\$ 62.52
LCM - Christmas at the Museum	\$ 504.10
LCM - Sports Hall of Fame	\$ 665.29
LCM - Fall Fun Fest	\$ 1,114.21 *
Total Pending Expenses	\$ 2,346.12
Pending Credits	
Budget 7 Motel - Lodgers Tax for September	\$ 166.00
Lovington Inn	\$ 2,500.00
Total Pending Credits	\$ 2,666.00
Available Balance	\$ 2,763.44
Projected Revenues	
October 1, 2015 - December 31, 2015	
Western Inn:	\$ 499.00
Mack's Motel:	\$ 1,500.00
Lovington Inn:	\$ 7,500.00
Budget 7 Motel:	\$ 500.00
Pyburn House:	\$ 40.00
Total Projected Revenues	\$ 10,039.00
Estimated Total Available January 2016 thru March 2016	\$ 12,802.44

* - indicates invoice received but disbursement not made yet due to evaluation not received

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: January 11, 2015

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Accounts Payable
DEPARTMENT: Finance
SUBMITTED BY: Gary L. Chapman, Finance Director
DATE SUBMITTED: January 7, 2015

STAFF SUMMARY:

The Finance Department has prepared the accounts payable for your review and approval.

FISCAL IMPACT:

See Accounts Payable Detail

REVIEWED BY: Gary Lee Chapman
Finance Director

ATTACHMENTS:

Accounts Payable - General Fund
Accounts Payable - Utilities Fund

RECOMMENDATION:

Motion to approve Accounts Payable.

Gary Lee Chapman

Department Head

James R. Williams

City Manager

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - General
From 1/1/2016 Through 1/31/2016

101 - General Fund

Vendor Name	Dept Code	Current Balance
3 M Cogent		8.30
A-Tech Air Cond. & Heating		338.60
A.G. Custom Sheet Metal, Inc.		639.96
AlSCO		424.15
Amazon		72.42
America Supply, LLC		411.56
American Library Sales		437.09
American Medical Group, Inc		1,613.94
ASCO		7,379.11
Atco International		260.00
BeGeo Investment LLC		305.00
Blaine Industrial Supply		831.92
BlueTrap Financial, Inc.		13,583.88
Bob's Thriftway		855.17
Bound Tree Medical, LLC		780.64
Bruce's Pest Control		289.50
C & S Motor Parts Co.		324.58
California Cont. Supplies, Inc		101.94
Casco Industries		306.00
Center Point Large Print		40.14
City Glass & Mirror		10,191.32
CNM Electric LLC		364.86
Comp-Ray, Inc		80.40
Constructors, Inc		2,653.17
Estacado Library Inf. Network		59.85
Farmer Brothers Company		273.80
Federal Express Services		99.42
Forrest Tire Co.		862.89
Galls/Quartermaster		27.14
Gametime		2,196.11

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeeting - General
From 1/1/2016 Through 1/31/2016

General Mailing & Shipping	175.00
General Welding Supply	300.00
Grey House Publishing	307.50
GT Distributors, Inc.	152.56
H & K Pest Control Co.	152.48
Higginbotham-Bartlett Co.	1,710.14
Hobbs News-Sun	33.60
HR Direct	127.56
J & K Wrecking	265.00
Larry Mahan's Paint & Body	408.68
Lea County Museum	102.87
Lovington Auto Supply	630.70
Lovington Leader	1,777.30
Lovington Lion's Club	25.00
Lovington Tire Service	237.02
Lyle Signs	1,251.00
M & R Tire Service, LLC	113.96
Med-Vet International	40.80
MicroMarketing LLC	613.53
Mr. Key's Locksmith	127.18
Mustang Country	838.29
Nancy Marquez	4.28
OCLC, Inc.	220.86
P & D Petroleum, Inc	13,284.73
Pearl River Technologies/CSI	350.00
Premier Electric	165.17
Pro-Treat Power Equipment	1,081.23
Professional Communications	160.22
Radio Accounting Service	450.00
Reid Insurance Group, Inc.	900.00
Roberts Oil & Lube	668.04
Solid Waste Authority	3,349.00

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CMeeting - General
 From 1/1/2016 Through 1/31/2016

Southwest Polygraph	534.06
Staples Advantage	2,097.88
Star Welding Service	99.37
Stericycle, Inc.	3,412.47
Strong Electric	921.16
SWAT, LLC	408.56
Symbol Arts	1,480.00
SYSCO West Texas, Inc.	2,165.76
TDS	12.71
Terry County Tractor	345.60
The Library Store, Inc.	15.82
The Radar Shop Inc	750.00
Tom's Sharp Shop	217.50
TransUnion Risk and Alternativ	34.25
Triple H Engine Service	1,462.65
Tyler Technologies	1,387.65
U S Food Service	2,377.68
Unifirst Corp.	439.52
University of NM-HSC Financial	3,325.00
Valentine Auto Service	538.54
Windstream Communications, Inc	67.03
Zia Consulting, Inc.	<u>1,070.00</u>
 Report Balance	 <u><u>98,999.77</u></u>

Payee	Transaction Description	Check Amount
Andy Mason Music	library-andy mason	275.00
AT&T Mobility	performace Gen-Cellular Phone Bill for Nov 2015	2,916.35

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CMeeting - General
 From 1/1/2016 Through 1/31/2016

City of Lovington	Reimb Water payment applied to Gen Fund- Lea County Courthous	7,685.68
Gebo Credit Corporation	Recreation-Past Due Invoice	3.30
Gebo Credit Corporation	Recreation- Supplies for Past Due Invoice	7.99
Gebo Credit Corporation	Recreation- Supplies on Past due Invoice	633.74
Gebo Credit Corporation	Streets-Supplies for Past due Invoice	100.95
Gebo Credit Corporation	Streets-Supplies on Past Due Invoice	339.99
Gebo Credit Corporation	Vet/Animal Control- Supplies for Past Due Invoice	211.49
Gebo Credit Corporation	Vet/Animal Control- Supplies on Past Due Invoice	48.24
Harold's Fences of Today	Parks-Chainlink Fence 540ft Installed AVE D Park	5,127.30
Jeremy Portmore	Vet/Animal Control- Handyman Work to Shelter	500.00

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CMeeting - General
 From 1/1/2016 Through 1/31/2016

KLEA Radio	Lodgers Tax- Adversting for Lov Chamber Fall Arts 2015	100.00
KLEA Radio	Lodgers Tax- Farmers Market Adverting 10.26- 11.30.15	300.00
Lea County Electric	Gen-Electric Bill 10/15	20,680.37
Lea County Museum	Museum-Fall Fun Fest/Pena Art/Sports Banquet 2015	1,881.20
Life-Assist, Inc.	Ambulance- Medical Supplies for Ambulance	190.00
Life-Assist, Inc.	Ambulance- Medical Supplies for Ambulane	1,016.94
Lovington Chamber of Commerce	Lodgers Tax- Vistor Center Upkeep Dec 2015	1,000.00
Lowe's	Lowe's-Credit Card 11/15	300.58
Melinda Medellin	Recreation- Reimb Wrist Bands For Jesse Munoz for Pool	59.80
New Mexico Gas Company	Gen-Utility Gas Bill 11/15	497.48
NM Board of Pharmacy	Vet/animal Control-Drug Screen	42.73
NM EMS Bureau	Ambulance- EMS Reciprocity Fee Peter Pucciareli	130.00

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CMeeting - General
 From 1/1/2016 Through 1/31/2016

NM EMS Bureau	Ambulance- EMT Intermediate Fee C Christensen	75.00
NM Regulation and Licensing	Ambulance- EMS Annual Clinic Renewal	50.00
NM Regulation and Licensing	Vet/Animal Control- Renewal Euthanasia license for Laura	50.00
Noalmark Broadcasting Corp.	Lodgers Tax- Adversting for KpZA Fall Arts/Crafts	117.49
Noalmark Broadcasting Corp.	Lodgers Tax- Advertising for Arts/Crafts 2015	117.49
Noalmark Broadcasting Corp.	Lodgers Tax- Advertsing KZOR Fall Arts/Crafts	106.81
Pioneer Steak House	Finance-Food, Napkins table Clothes for Xmas Banquet 2015	5,406.78
Power Ford	animal control- 2015 ford f250	30,928.00
R & M Sign Design	Splash Pad/Playground Equipment Project: Full	255.00
Ramirez & Sons	Color Banners Special Gasoline Tax- Remove/replace Pavement Comm/Madison	2,046.33

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CMeeting - General
 From 1/1/2016 Through 1/31/2016

Ramirez & Sons	Special Gasoline Install Drainage Ditch	2,594.38
Ramirez & Sons	Madison/Jeffer Special Gasoline Removals Subgrade Preparation	5,448.64
Shell Oil Co.	Police-D Miranda to Florence CO For Victim Interview	44.92
SWAT, LLC	Judicial- Courtroom Workstation	136.19
TechVisions, LLC	WIFI/Printer Finance-Abila User License fee for Helga	895.00
Tim's Mobile Glass	Denton-42x30 Clear Heat Strengthen Glass	511.68
Tim's Mobile Glass	Denton-Clear Laminated Glass	1,471.73
Tyler Technologies	General Annual Subscription Fee	21,641.79
Visa	Visa CAH 9934 Parks-Netgear Router	53.43
Visa	Visa CAH 9934 Streets Battery	98.66
Visa	Visa CAH 9934 Cemetery Shopko Dust Pan/Filtering BLIN	10.70

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeeting - General
 From 1/1/2016 Through 1/31/2016

Visa	Visa CAH-9934 Vet/Animal Control Supplies for Home Depot	812.83
Visa	Visa CAH-9934- Vet/Animal Control-Subway for Inmates	72.88
Visa	Visa 9934 10/15 CAH-6 Wireless DVR Night Vision Security Camera	604.79
Visa	visa 9934 10/15 CAH Vet/Animal Control-Medical Supplies for pets	1,597.38
Visa	Visa JW 9942 10/15-City Hall Candy for Halloween on the Plaza	380.54
Visa	Visa JW 9942 10/15 Parks 54 in Steel Framed Basketball Backboard and Rims	899.94
Visa	Visa JW 9942 10/15 Meal for D Rodriguez and J Williams at Hilton Phoenix Airport for UBER	256.07

City of Lovington (New)
Summary A/P Ledger - A/P Summary CMeeting - General
From 1/1/2016 Through 1/31/2016

Visa	Visa JW 9942 10/15 Food at Houston Airport JW Panda Express/Famous Famiglia/Fuel for Tahoe (3) times for travel	132.51
Visa	Visa JW 9942 10/15 food and drink for SWAC Meeting 3 Person/Starbuck s JW Las Cruces Meeting/County Meeting	54.38
VISA	Visa- JW 9942 10/15 Recreation Otterbox for Galaxy SS Mini/J Williams tote Containers	27.65
Visa	VISA 8621 10/15 Travel card-MVD Fuel for Training in Alhna	68.77
Visa	Visa 7326 Trv 10.15 MVD Microframe remote Control/Turn o Matic numbers Tickets	99.47

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeeting - General
 From 1/1/2016 Through 1/31/2016

Visa	Visa 7326 Trv 10/15 Vet/Animal Control-Tuition for grant writing in Las Cruces	455.00
Visa	VISA 7326 TRV 10/15 Vet/Animal Control- Fuel/meals for Training in Las Cruces and Rooswell	598.73
Visa 9280 G Chapman	Visa G Chapman 10/15- Hotel/Meals/Fue l for Election School Training for S Lester/T Rodriguez in Albuq	805.61
Visa 9280 G Chapman	Visa G Chapman 10/15 Vet/Animal Control-Food for inmates/Hallow een Candy	180.95
Visa 9280 G Chapman	VISA G CHAPMAN 10/15 Library- Hotel/Meals for Debbie for Training in Albuq	478.60
Visa 9306 D Rodriguez	Visa 9306 Police 10/15 Hyatt Albuq D Rodriguez	100.74

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CMeeting - General
 From 1/1/2016 Through 1/31/2016

Visa 9306 D Rodriguez	VISA 9306 Police 10/15 meal for D Miranda to Florence CO for Victim <i>Interview</i>	7.86
Visa/Fire	Visa Fire 11/15 9298-Batteries D-4/Batteries D- C	17.14
Windstream	EDC Phone Bill 11/15	186.80
Windstream	Mainstreets- Phone Bills for 11/15	135.69
Windstream	Gen-Phone Bill 11/15	5,042.49
Windstream	Chamber of Commerce Phone bill 10/15	<u>239.35</u>
Report Total		<u>228,365.29</u>

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - General
From 1/1/2016 Through 1/31/2016

505 - Water & WasteWater

Vendor Name	Dept Code	Current Balance
American Medical Group, Inc		352.48
Atco International		1,650.00
B.I.C.I., LLC.		5,569.00
Blaine Industrial Supply		206.46
BlueTrap Financial, Inc.		2,221.80
Bob's Thriftway		55.86
C & S Motor Parts Co.		140.55
California Cont. Supplies, Inc		589.78
Certified Laboratories		1,368.54
Copies, Inc.		436.37
Culligan Water Conditioning		24.50
Dana Kepner Co.		1,497.00
Dawson Infrastucture Solutions		65,443.00
DPC Industries Inc.		1,539.92
Farmer Brothers Company		43.00
Federal Express Services		122.90
General Welding Supply		75.00
Haarmeyer Electric		1,669.97
Higginbotham-Bartlett Co.		728.07
James, Cooke & Hobson		5,604.20
Lovington Auto Supply		115.79
Lovington Leader		8.58
Lovington Tire Service		305.53
Midstate Environmental United		54.13
NXKEM USA, LLC		3,438.18
P & D Petroleum, Inc		2,585.49
Polydyne Inc.		1,512.00
Premier Electric		165.17

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeting - General
 From 1/1/2016 Through 1/31/2016

Pro-Treat Power Equipment	79.38
Solid Waste Authority	10,583.64
Staples Advantage	323.42
Unifirst Corp.	351.51

Report Balance	<u>108,861.22</u>
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Payee	Transaction Description	Check Amount
AT&T Mobility	Water-Cellular Phone Bill 11/15	626.78
Chevron USA, Inc.	wastewater-fuel	28.32
Gebo Credit Corporation	el paso, tx Solid Waste- Supplies for Past Due Invoice	159.13
Kor Terra Inc.	Water-Korweb Advanced Service 11-5-15- 11-4-16	1,000.00
Lea County Electric	Water-Electric Bill 10/15	19,202.68
New Mexico 811	Water-Basic Quarterly Fee 2016 1st Quarter Membership Dues	602.40
New Mexico Gas Company	Water-Utility Gas Bill 11/15	101.77
New Mexico Rural Water Assn	water- membership dues	1,124.00
NM Water & Wastewater Assoc.	WasteWater- NMWWA Membership Application	301.00

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeting - General
 From 1/1/2016 Through 1/31/2016

NM WATER & WASTEWATER ASSOC.	WasteWater- Annual Short Shool For R Salomon	250.00
NM Water & Wastewater Assoc.	Water- Registration School for J France/R Herrera	500.00
NM Water & Wastewater Assoc.	NM Water & Wastewater School for Silvano	250.00
NM Water & Wastewater Assoc.	Hernandez water- membership dues	301.00
Power Ford	water-2015 Ford Fusion with warranty	18,382.00
Tyler Technologies	Water-Annual Subscription Fee	11,148.79
Utility Operator Certification	WasteWater- Exam Fee For R Ralmon	30.00
Utility Operator Certification	Water-Exam Fee J Franco	30.00
Utility Operator Certification	Wastewater Level II Exam Fee	30.00
Visa	VISA 9934 CAH 10/15 Wastewater- Parts for water line leak repair at WWTP	213.03

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeeting - General
 From 1/1/2016 Through 1/31/2016

Visa	VISA 8621	662.80
	11/15 Trv Card- Solid Waste hotel/Meals for 2 employees for training for 4 days in Alamogordo	
Visa 9280 G Chapman	NMM Visa 9280 GC	1,240.08
	10/15 Water Public maint- Laptop Computer	
Waste Management of New Mexico	Solid Waste- Roll-offs for Nov 2015	9,778.71
Windstream	Water-Phone Bill 12/15	458.01
Report Total		<u>175,281.72</u>