

**REGULAR MEETING OF THE CITY COMMISSION  
MONDAY, JANUARY 13, 2014 @ 5:30 P.M.  
CITY COMMISSION CHAMBERS, 214 S. LOVE STREET**

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

**Not Present:** Commissioner Granath

**Also present:** City Manager James Williams, Assistant City Manager Jared Cobb, Finance Director Mashell Stephens, City Clerk Carol Ann Hogue, Chief of Police Danny Bryant, Administrative Assistant Imelda Gutierrez and City Attorney Patrick McMahon.

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

**Invocation:** Commissioner Gandy gave the invocation

**Pledge of Allegiance:** Commissioner Gandy led the pledge

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

**Approval of the Regular Minutes of December 9, 2013:** Mayor Drummond asked for a motion for approval of the regular minutes of December 9, 2013. Commissioner Gandy so moved. Commissioner Bengé seconded. Motion was approved.

**NON-ACTION ITEMS:**

**Discussion of Elected Officials Training:** Commissioner Bengé stated that she would like for the City to prepare an ordinance that would require training for City Commissioners. The concept (Senate Bill 434 and House Bill 515) was introduced in the State legislature during last year's session but did not make it through committee. The bills required that municipal officers attend and successfully complete training within one year of being elected or appointed. The City has prepared a discussion for the Commissioners to review regarding the elected officials training. In addition, the City is recommending additional changes to this section of the Municipal Code to reflect agenda publication needs and agenda formats. If considered for adoption, the ordinance would amend City Municipal Code Chapter 2.12 – City Commission. Mayor Drummond stated that the Commission should vote if there should be an ordinance. Commissioner Gandy stated that it is crucial and agrees on having an ordinance. City Attorney McMahon stated that it could be incorporated into the Municipal Codes as an ordinance. Commissioner Bengé requested to discuss this subject for further information with City Manager Williams.

**Discussion of Mid-Year Projects Report:** Commissioner Gandy requested an update on the status of projects completed, underway, and slated for start in the current fiscal year. City Manager Williams mentioned that the projects that are underway are restrooms at Harold Runnels with 4 restrooms/1 concession stand; Ave D Park with 2 restrooms. The restroom kits have been ordered and will arrive in about 6 weeks. The City is considering a locking system for the restrooms at the parks to control/stop vandalism. The sign and exterior landscaping at the Aquatic Center are almost complete. The roadway project, pavement investigation on 9<sup>th</sup> St from Polk and Dogwood is complete. The results should be in this week. Wyatt Duncan, Water Supervisor, is still working on the 40 year water plan with Shomaker & Associates to get it completed. The audit was sent off on time. The roof project is still underway which was estimated at \$670,000 to repair the roofs on all city buildings. The irrigation project was installed at Resthaven Cemetery. The Municipal Codes have been updated and published on the City website. City Manager Williams stated that Assistant City Manager Cobb has been working hard to put together an application for better processing for Planning & Zoning, Parks & Recreation, and Lodger's Tax.

**ACTION ITEMS:**

**Consideration of Approval of Resolution 2014-01: Condemnation of Property – 422 N. Chaves St:** Mayor Drummond called for a motion to approve the resolution 2014-01: Condemnation of Property: 422 N. Chaves as needing to be condemned as the structure is dilapidated and a menace to public health, safety, and comfort. Commissioner Trujillo so moved. Commissioner Gandy seconded. Motion was approved.

**Consideration of Approval of Resolution 2014-02: Condemnation of Property – 310 N. 2<sup>nd</sup> St:** Mayor Drummond called for a motion to approve the resolution 2014-02: Condemnation of Property: 310 N. 2nd St as needing to be condemned as the structure is dilapidated and a menace to public health, safety, and comfort. Commissioner Trujillo so moved. Commissioner Bengé seconded. Motion was approved.

**Consideration of Approval of Procurement Policy Changes:** Mayor Drummond called for a motion to approve the procurement policy changes. The purchasing and procurement policy that the City adopted last year requires an update. Changes to the policy include increases in the amounts that require verbal or written quotes and sealed bids. The policy incorporated the ability for the City to utilize CES or HGAC contracts. The policy created a Chief Procurement Officers which will be Finance Director Mashell Stephens and Accounts Payables Tracy Rodriguez. Commissioner Trujillo so moved. Commissioner Gandy seconded. Motion was approved.

**Consideration of Approval of Setback Variance – 405 N. Commercial:** Mayor Drummond called for a motion to approve the setback variance – 405 N. Commercial. Jaime Perales Mungaray has requested a setback variance for the street side (Jefferson) to allow a setback of 7 feet and the side yard abutting another property to be 5 feet. The Planning & Zoning recommended approval of this variance. The title issues have been resolved at this time. Commissioner Bengé so moved. Commissioner Trujillo seconded. Motion was approved.

**Consideration of Approval of Carport Variance – 1302 W. Jackson:** Mayor Drummond called for a motion to approve the carport variance – 1302 W. Jackson. Jose Perez has requested a variance for a carport that has an area of 625 square feet to accommodate all his 8 vehicles. The municipal code provides for a maximum carport size of 480 square feet. The Planning & Zoning recommended an approval of the variance. Commissioner Gandy so moved. Commissioner Trujillo seconded. Motion was approved.

**Consideration of Approval of Alley Vacation – 1502 S. Main St:** Mayor Drummond called for a motion to approve the alley vacation – 1502 S. Main St. Mike Taylor has requested that the City vacate a 20 feet alley easement between lots 107 and 110 at 1502 S. Main St. Allsup’s Convenience Store is purchasing this land and desires that the easement be vacated so they can expand their store to include a diesel fueling station. Commissioner Gandy so moved. Commissioner Trujillo seconded. Motion was approved.

**Consideration of Approval of Lodgers Tax Funding Recommendations:** Mayor Drummond called for a motion to approve Lodgers Tax Funding Recommendations. The Lodgers Tax Board recommended the total amounts of funding \$15,344 to the specified entities for the first quarter allocated to Lovington Chamber of Commerce: \$3,000; Wildbunch Softball Tournament: \$1,740; Lea County Museum: \$5,528 and Lovington Main Street: \$5,076 Commissioner Gandy so moved. Commissioner Trujillo seconded. Motion was approved.

**Consideration of Approval of Accounts Payables:** Mayor Drummond called for a motion to approve the accounts payables. Commissioner Gandy so moved. Commissioner Benge seconded. Motion was approved.

**PUBLIC COMMENT:**

- Pat Wise stated that about 50 people have asked him “How can a City employee retain his employment with the City and sit at City Commission.” Also, Mr. Wise stated that it’s a perfect recipe for a dysfunctional government. City Attorney McMahan commented that the City does not have that situation currently and advised not to comment on it. Mayor Drummond stated that the Commission should and needed to be addressing the situation. Mr. McMahan stated that the current personnel handbook manual did not have anything specific to prohibit an employee from running for an elected position on the Commission but did mention a part of the employee handbook did have a conflict of interests with the City but did not specify enough to address the issue. There is different ways to go on this just depends on the situation of the employee is elected to be on the City Commission.

**CLOSED SESSION:**

At 6:20 p.m., Commissioner Trujillo moved to adjourn Regular Session and convene in Closed Session Pursuant to Section 10-15-1 NMSA 1978, Subsection H-2-regarding limited personnel matters. Commissioner Gandy seconded and a roll call vote was taken: Mayor Drummond, aye; Commissioner Trujillo, aye; Commissioner Benge, aye; and Commissioner Gandy, aye.

At 6:57 p.m., Commissioner Gandy so moved to adjourn Closed Session and reconvene in Regular Session stating that matters discussed were limited only to those specified in the motion and no action was taken. Commissioner Trujillo seconded and a roll call vote was taken: Mayor Drummond, aye; Commissioner Trujillo, aye; Commissioner Bengé, aye; and Commissioner Gandy, aye.

**OPEN SESSION:**

**Consideration of Approval of City Manager Evaluation:** Mayor Drummond and the Commission discussed the approval of the City Manager Evaluation and mentioned that it was a good evaluation. Mayor Drummond requested that it be on the agenda on the next regular meeting as a closed session to discuss salary increase for the City Manager. City Manager Williams declined the salary raise because it would not be right, due to that he is still on the PERA Retirement and the Fire Department employees gave up the 3 % Cost of Living. Mr. Williams said it would not be fair.

**OTHER:**

- Commissioner Gandy asked the City Manager about the issue on roads on Dogwood.
- Mayor Drummond mentioned the Chamber of Commerce Dinner on Thursday, January 16, 2014 at 6:00 p.m.
- City Manager Williams mentioned the Municipal Day is on Friday, February 7, 2014. Mayor Drummond, Commissioners Gandy and Trujillo will be attending the meeting. Commissioner Bengé is not sure yet.  
The Fire Department building is having plumbing issues but mainly in the kitchen.  
The Police Department is having their accreditations/ walk through.

**ADJOURNMENT:**

There being no further business the meeting adjourned at 7:05 p.m.

**APPROVED:** \_\_\_\_\_  
**DIXIE DRUMMOND, MAYOR**

**ATTEST:** \_\_\_\_\_  
**CAROL ANN HOGUE, CITY CLERK**

**CITY OF LOVINGTON**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 27, 2014



TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

**SUBJECT:** Code Enforcement Update  
**DEPARTMENT:** Legislative  
**SUBMITTED BY:** Neil Granath, Commissioner  
**DATE SUBMITTED:** January 21, 2014

**STAFF SUMMARY:**

Commissioner Granath has requested an update on enforcement of existing code violations related to vehicles and trailers blocking sidewalks on City easements in residential zones.

Code Enforcement will be providing this report as well as answering any other questions Commission may have.

**FISCAL IMPACT:**

REVIEWED BY: \_\_\_\_\_

(Finance Director)

**ATTACHMENTS:**

**RECOMMENDATION:**

Information only.

\_\_\_\_\_  
Department Head

*James R. Williams*  
\_\_\_\_\_  
City Manager

**CITY OF LOVINGTON**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 27, 2014



TYPE:  RESOLUTION     ORDINANCE     PROCLAMATION     INFORMATION     OTHER ACTION

**SUBJECT:** Election Resolution  
**DEPARTMENT:** City Clerk  
**SUBMITTED BY:** Carol Ann Hogue, City Clerk  
**DATE SUBMITTED:** January 24, 2014

**STAFF SUMMARY:**

The City Clerk has prepared the publication for notice of polling places, etc.

This item does not need to be in the form of a resolution.

**FISCAL IMPACT:**

REVIEWED BY: \_\_\_\_\_

(Finance Director)

**ATTACHMENTS:**

**RECOMMENDATION:**

Staff request this item be omitted from the Commission agenda.

\_\_\_\_\_  
Department Head

*James R. Williams*  
\_\_\_\_\_  
City Manager

**CITY OF LOVINGTON**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 27, 2014



TYPE:  RESOLUTION     ORDINANCE     PROCLAMATION     INFORMATION     OTHER ACTION

**SUBJECT:** Resolution 2014-04  
**DEPARTMENT:** Executive  
**SUBMITTED BY:** James R. Williams, City Manager  
**DATE SUBMITTED:** January 21, 2014

**STAFF SUMMARY:**

Resolution 2014-04 will grant the Mayor the authority to sign the agreement for the Radio Read Water Meter Project being funded through state capital outlay. This project will provide the City with \$350,000 for this project. In addition, the resolution allows the City Manager and Assistant City Manager the authority to request and sign for reimbursements.

**FISCAL IMPACT:**

REVIEWED BY: Mashed Stephens  
(Finance Director)

\$350,000 income for radio read water meter purchase and installation.

**ATTACHMENTS:**

Resolution 2014-04  
Grant Agreement 13-1458-STB

**RECOMMENDATION:**

Motion to approve Resolution 2014-04.

\_\_\_\_\_  
Department Head

James R. Williams  
City Manager

**RESOLUTION 2014-04**

**Whereas**, the Commission of the City of Lovington of Lea County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

**Whereas**, the Agreement is identified as the 13-1458-STB Grant Agreement.

**NOW THEREFORE, BE IT RESOLVED** by the City of Lovington that:

Dixie Drummond, Mayor, is authorized to sign the agreement for this project, and

James R. Williams, City Manager and Jared Cobb, Assistant City Manager, or their successors are OFFICIAL REPRESENTATIVES who are authorized to sign and request reimbursement requests and act as a single point of contact concerning all matters related to the grant agreement.

**PASSED, APPROVED, AND ADOPTED:** January 27, 2014.

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Dixie Drummond, Mayor

ATTEST:

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Carol Ann Hogue, City Clerk

**STATE OF NEW MEXICO  
DEPARTMENT OF ENVIRONMENT  
FUND 89200 CAPITAL APPROPRIATION PROJECT  
#13-1458-STB**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the New Mexico Environment Department, Harold Runnels Building, Room S-2072, 1190 St. Francis Drive, Santa Fe, NM 87505, hereinafter called the "Department" or abbreviation such as "NMED", and City of Lovington, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2013, Chapter 226, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name;

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

**ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE**

A. The project that is the subject of this Agreement is described as follows:

13-1458 (\$350,000) APPROPRIATION REVERSION DATE: **6/30/2017** Laws of 2013, Chapter 226, Section 23, Paragraph 27, three hundred fifty thousand dollars (\$350,000), to purchase and install water meters and related equipment in Lovington in Lea county.

The Grantee's total reimbursements shall not exceed the appropriation amount three hundred fifty thousand dollars (\$350,000) minus the allocation for Art in Public Places<sup>1</sup>, if applicable, hereinafter referred to as "Adjusted Appropriation Amount".

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<sup>1</sup> The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>2</sup> Grantee (hereinafter referred to as "Notice of Obligation". This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

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<sup>2</sup> "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:
  - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
  - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
  - c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.
  - d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

**ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: _____	Grantee: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
Email: _____	Email: _____
Telephone: _____	Telephone: _____
FAX: _____	FAX: _____

Department: NMED  
Title: Project Manager, Construction Programs Bureau  
Address: Harold Runnels Bldg., Room S-2072, 1190 St. Francis Drive,  
Santa Fe, NM 87505  
Telephone: 505-827-2806  
Fax: 505-827-2837

The Grantee's designee shall have authority from Grantee to request disbursements. The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

**ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **6/30/2017**, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

## **ARTICLE V. EARLY TERMINATION**

### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

### **B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

**C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

**ARTICLE VII. AMENDMENT**

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

## **ARTICLE VIII. REPORTS**

### **A. Paper Periodic Reports**

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

### **B. Paper Final Report**

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

### **C. Paperless Reporting**

In lieu to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

### **D. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct,

at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

#### **ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

#### **B. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS;  
REPRESENTATIONS AND WARRANTIES**

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
  - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
  - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
  - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the

Project Description without the Department's express, advance, written approval.

- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or

employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

#### **ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### **ARTICLE XIII. LIABILITY**

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 immunities and limitations of the New Mexico Tort Claims Act.

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

Attachment B is incorporated by reference and made part of the Agreement. This Agreement constitutes the entire and exclusive agreement between the Grantee and the Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

#### **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Lovington may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Lovington’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Lovington or the NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Lovington or the Department”

#### **ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should the NMED early terminate the grant agreement, the City of Lovington may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Lovington’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

**XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

**ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date of execution by the Department.

**GRANTEE**

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

By: \_\_\_\_\_  
(Type or Print Name)

Its: \_\_\_\_\_  
(Type or Print Title)

\_\_\_\_\_  
Date

**NEW MEXICO ENVIRONMENT DEPARTMENT**

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

Its: Cabinet or Deputy Secretary

\_\_\_\_\_  
Date

CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 27, 2014



TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

SUBJECT: Hail Damage Bid Awards  
DEPARTMENT: Executive  
SUBMITTED BY: James R. Williams, City Manager  
DATE SUBMITTED: January 21, 2014

**STAFF SUMMARY:**

The firm engaged by the City to review the damage created by the June 2012 hail storm and prepare bid specifications has provided tabulated bid results and recommendations for Commission approval. Items marked in blue will be awarded to the corresponding vendor. The amount listed per site is agreed upon by our insurance carrier. Items shaded in grey were the under insured buildings. The City has the option of taking actual cash value for these buildings and applying it to the repair of other under-insured buildings.

**FISCAL IMPACT:**

REVIEWED BY: \_\_\_\_\_  
(Finance Director)

Deductible, per insurance company, at time of damage was \$5,000.

An updated ACV was not available when the full packet was assembled. Staff will have this information at the meeting.

**ATTACHMENTS:**

Final Bid Summary  
Bid Review

**RECOMMENDATION:**

Motion to award bids as recommended and accept ACV for under-insured buildings.

\_\_\_\_\_  
Department Head

*James R. Williams*  
\_\_\_\_\_  
City Manager



**Jim D. Koontz & Associates, Inc.**  
P. O. Box 1054  
Hobbs, New Mexico 88241  
Ph 575 392 7676  
Fx 575 392 7602

January 13, 2014

James Williams, City Manager  
City of Lovington  
Lovington, NM 88460  
PH: 575-396-2884  
FX: 575-396-6328  
EM: [jwilliams@lovington.org](mailto:jwilliams@lovington.org)

RE: City of Lovington- Various Buildings  
Bid Results Review  
JDK 30-7-14

Dear Mr. Williams

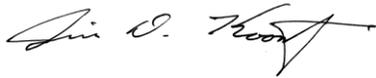
As you are aware bids were received for the various building for the City of Lovington. In reviewing the bids at this point in time JKA recommends all of the buildings highlighted in blue be awarded to the different contractors. It is my understanding the Blue highlighted buildings will be approved by the carrier for total reroof. The break down will be as follows.

Project	Moreno Roofing	WWRC	CD General	American Renovation	G & G Roofing	Totals
1	\$0.00	\$22,500.00	\$31,700.00	\$0.00	\$183,564.00	\$237,764.00
2	\$0.00	\$0.00	\$57,200.00	\$0.00	\$0.00	\$57,200.00
3	\$133,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$133,400.00
4	\$0.00	\$121,400.00	\$0.00	\$0.00	\$0.00	\$121,400.00
5	\$0.00	\$0.00	\$0.00	\$26,000.00	\$0.00	\$26,000.00
6	\$26,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,800.00
Contingency	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$25,000.00
<b>Total</b>	<b>\$165,200.00</b>	<b>\$148,900.00</b>	<b>\$93,900.00</b>	<b>\$31,000.00</b>	<b>\$188,564.00</b>	<b>\$627,564.00</b>

The total project, not including taxes will be **\$627,564.00**. Taxes added at 6.88% = **\$43,176.40** or total contracts at **\$670,740.40**. AE fees at 8% will be added to this. The contingency will not be used unless there are undiscovered items occur during construction.

The buildings in Grey have a coverage issue. The total bids for the Grey buildings are **\$198,400.00**. The insurance carrier will pay a portion of the claim for these buildings. If the City wishes to reroof these buildings the City will have to fund the difference between what is paid by the carrier and the bid amount.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim D. Koontz". The signature is fluid and cursive, with a long horizontal stroke at the end.

Jim D. Koontz, PE, RRC  
President

JDK/mjb

CC: Troy White P.E., Jim D. Koontz & Associates, Inc., [troy@jdkoontz.com](mailto:troy@jdkoontz.com)  
John Burress, Travelers Insurance, [jburress@travelers.com](mailto:jburress@travelers.com)  
Jim Morris, Hilltop Consulting, [jim@hilltopconsulting.net](mailto:jim@hilltopconsulting.net)

Project	Location	MORENO ROOFING	WWRC	TECTA AMERICA	C.D. GENERAL	AMERICAN RENOVATION	G&G ROOFING	PROJECT TOTALS	PROJECT TOTALS
1	Senior Center, 18 W Avenue F	\$0.00	\$6,200.00	\$7,000.00	\$3,700.00	\$0.00	\$0.00	\$3,700.00	
	EFIS Wall Repair- Senior Center	\$0.00	\$106,000.00	\$20,000.00	\$28,000.00	\$0.00	\$0.00	\$28,000.00	
	Public Safety Building (Municipal Building), 213 S Love St., Denton Building, 100 W Central,	\$0.00	\$22,000.00	\$13,500.00	\$24,680.00	\$0.00	\$47,823.00	\$47,823.00	
	Youth Center (Lovington Activity Center), 115 W Avenue O	\$0.00	\$1,500.00	\$9,600.00	\$4,200.00	\$0.00	\$9,049.00	\$9,049.00	
	Library, 119 S Main St.	\$0.00	\$6,800.00	\$15,000.00	\$32,000.00	\$0.00	\$10,619.00	\$10,619.00	
	EFIS Wall Repair- Library	\$0.00	\$32,200.00	\$41,200.00	\$65,000.00	\$0.00	\$67,028.00	\$67,028.00	
	Community Building (Chamber of Commerce), 201 S Main St.	\$0.00	\$65,600.00	\$105,000.00	\$94,000.00	\$0.00	\$49,045.00	\$49,045.00	
	<b>PROJECT 1 TOTAL</b>	\$0.00	<b>\$262,800.00</b>	<b>\$273,200.00</b>	<b>\$281,080.00</b>	<b>\$0.00</b>	<b>\$183,564.00</b>	<b>\$237,764.00</b>	<b>\$0.00</b>
2	Waste Water Complex - North Bldg., 920 East Avenue K	\$0.00	\$9,900.00	\$10,200.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	
	Waste Water Complex - West Bldg., 920 East Avenue K	\$0.00	\$13,300.00	\$17,200.00	\$13,000.00	\$0.00	\$0.00	\$13,000.00	
	Waste Water Complex - South Bldg., 920 East Avenue K	\$0.00	\$9,300.00	\$6,800.00	\$5,700.00	\$0.00	\$0.00	\$5,700.00	
	Waste Water Complex - Southwest Building A, 920 East Avenue K	\$0.00	\$19,700.00	\$11,050.00	\$8,500.00	\$0.00	\$0.00	\$8,500.00	
	Waste Water Complex - Southwest Building B, 920 East Avenue K	\$0.00	\$0.00	\$15,250.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	
	Waste Water Complex - Sludge Bldg., 920 East Avenue K	\$0.00	\$8,200.00	\$9,400.00	\$9,000.00	\$0.00	\$0.00	\$9,000.00	
<b>PROJECT 2 TOTAL</b>	\$0.00	<b>\$60,400.00</b>	<b>\$69,900.00</b>	<b>\$57,200.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$57,200.00</b>	<b>\$0.00</b>	
3	DaSilvera Bldgs. - East Bldg., 400 East Ave H	\$47,500.00	\$51,200.00	\$71,600.00	\$15,000.00	\$0.00	\$0.00	\$47,500.00	
	DaSilvera Bldgs. - West Bldg., 400 East Ave H	\$56,500.00	\$54,000.00	\$58,400.00	\$64,000.00	\$0.00	\$0.00	\$56,500.00	
	Key Energy - Office Bldg., South Lovington Hwy	\$21,500.00	\$8,800.00	\$12,000.00	\$8,000.00	\$0.00	\$10,623.00	\$21,500.00	
	Key Energy - Shop Bldg., South Lovington Hwy	\$7,900.00	\$29,300.00	\$28,000.00	\$26,000.00	\$0.00	\$0.00	\$7,900.00	
<b>PROJECT 3 TOTAL</b>	<b>\$133,400.00</b>	<b>\$143,300.00</b>	<b>\$170,000.00</b>	<b>\$113,000.00</b>	<b>\$0.00</b>	<b>\$10,623.00</b>	<b>\$133,400.00</b>	<b>\$0.00</b>	
4	Museum Complex - Wagon Shed, 103 Love	\$0.00	\$1,500.00	\$2,700.00	\$2,830.00	\$0.00	\$0.00		\$1,500.00
	Museum Complex - Dugout House, 103 Love	\$0.00	\$2,700.00	\$4,400.00	\$3,600.00	\$0.00	\$0.00		\$2,700.00
	Museum Complex - Love Home, 103 Love	\$0.00	\$13,500.00	\$11,000.00	\$16,000.00	\$0.00	\$0.00		\$13,500.00
	Museum Complex - Baker School, 103 Love	\$0.00	\$16,800.00	\$5,000.00	\$12,600.00	\$0.00	\$0.00		\$16,800.00
	Museum Complex - McDonald Merc., 103 Love	\$0.00	\$6,400.00	\$5,500.00	\$6,800.00	\$0.00	\$0.00		\$6,400.00
	Museum Complex - Farm Tools Shed, 103 Love	\$0.00	\$5,500.00	\$9,700.00	\$10,000.00	\$0.00	\$0.00		\$5,500.00
	Museum Complex - Farm House & Garage, 103 Love	\$0.00	\$12,200.00	\$18,400.00	\$11,000.00	\$0.00	\$0.00		\$12,200.00
	Museum Complex - CMU Shed, 103 Love	\$0.00	\$5,300.00	\$9,700.00	\$7,000.00	\$0.00	\$0.00		\$5,300.00
	Museum Complex - Pavilion, 103 Love	\$0.00	\$17,700.00	\$25,400.00	\$16,000.00	\$0.00	\$0.00		\$17,700.00
	Museum Complex - Lister Building, 114 East Central	\$0.00	\$68,500.00	\$65,700.00	\$78,000.00	\$0.00	\$88,309.00	\$68,500.00	
	Museum Complex - Town Hall, 114 East Central	\$0.00	\$52,900.00	\$79,200.00	\$64,000.00	\$0.00	\$84,541.00	\$52,900.00	
	Museum Post Office, 103 Love	\$0.00	\$5,900.00	\$8,750.00	\$7,800.00	\$0.00	\$0.00		\$5,900.00
	Museum Hotel	\$0.00	\$41,200.00	\$55,550.00	\$25,000.00	\$0.00	\$0.00		\$41,200.00
	Museum Outhouse	\$0.00	\$1,500.00	\$1,200.00	\$1,500.00	\$0.00	\$0.00		\$1,500.00
			\$130,200.00						
<b>PROJECT 4 TOTAL</b>	<b>\$0.00</b>	<b>\$130,200.00</b>	<b>\$302,200.00</b>	<b>\$262,130.00</b>	<b>\$0.00</b>	<b>\$172,850.00</b>	<b>\$121,400.00</b>	<b>\$130,200.00</b>	

5	MVD Building – Main, 1211 South Main -	\$0.00	\$32,300.00	\$47,220.00	\$39,400.00	\$26,000.00	\$0.00	\$26,000.00	
	MVD Building South Carport, 1211 South Main	\$0.00	\$10,700.00	\$13,260.00	\$11,500.00	\$9,500.00	\$0.00		\$9,500.00
	MVD West Carport, 1211 South Main	\$0.00	\$14,000.00	\$19,500.00	\$15,000.00	\$13,000.00	\$0.00		\$13,000.00
	Street/Water/Solid Waste Building, 1002 Commercial St.	\$0.00	\$29,700.00	\$46,200.00	\$20,000.00	\$27,000.00	\$0.00		\$27,000.00
	Street/Water/Solid Waste Shed, 1002 Commercial St.	\$0.00	\$1,000.00	\$1,000.00	\$7,000.00	\$1,800.00	\$0.00		\$1,800.00
						\$51,300.00			
	<b>PROJECT 5 TOTAL</b>	<b>\$0.00</b>	<b>\$87,700.00</b>	<b>\$127,180.00</b>	<b>\$92,900.00</b>	<b>\$77,300.00</b>	<b>\$0.00</b>	<b>\$26,000.00</b>	<b>\$51,300.00</b>
6	Animal Shelter Compound - Horse Shed, 3633 South Main	\$5,500.00	\$19,700.00	\$10,000.00	\$6,800.00	\$0.00	\$0.00		\$5,500.00
	Animal Shelter Compound - Main Building, 3633 South Main	\$26,800.00	\$24,100.00	\$53,300.00	\$28,000.00	\$0.00	\$0.00	\$26,800.00	
	Animal Shelter Compound - House Trailer, 3633 South Main	\$7,500.00	\$13,700.00	\$14,200.00	\$7,800.00	\$0.00	\$0.00		\$7,500.00
	Animal Shelter Compound - Personnel Shed, 3633 South Main	\$1,800.00	\$2,200.00	\$1,600.00	\$1,500.00	\$0.00	\$0.00		\$1,800.00
	Animal Shelter Compound - AC Shed, 3633 South Main	\$2,100.00	\$2,200.00	\$1,200.00	\$1,600.00	\$0.00	\$0.00		\$2,100.00
		\$16,900.00							
<b>PROJECT 6 TOTAL</b>	<b>\$43,700.00</b>	<b>\$61,900.00</b>	<b>\$80,300.00</b>	<b>\$45,700.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$26,800.00</b>	<b>\$16,900.00</b>	
	<b>Roofing Base Bid</b>	<b>\$177,100.00</b>	<b>\$867,700.00</b>	<b>\$1,022,780.00</b>	<b>\$888,010.00</b>	<b>\$77,300.00</b>	<b>\$367,037.00</b>		
	<b>Contingency</b>	<b>\$5,000.00</b>	<b>\$5,000.00</b>	<b>\$5,000.00</b>	<b>\$5,000.00</b>	<b>\$5,000.00</b>	<b>\$5,000.00</b>	<b>\$25,000.00</b>	
	<b>TOTAL</b>	<b>\$182,100.00</b>	<b>\$872,700.00</b>	<b>\$1,027,780.00</b>	<b>\$893,010.00</b>	<b>\$82,300.00</b>	<b>\$372,037.00</b>		

<b>TOTALS</b>	<b>\$165,200.00</b>	<b>\$148,900.00</b>	<b>\$0.00</b>	<b>\$93,900.00</b>	<b>\$31,000.00</b>	<b>\$188,564.00</b>	<b>\$627,564.00</b>	<b>\$0.00</b>
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<b>TOTALS</b>	<b>\$16,900.00</b>	<b>\$130,200.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$51,300.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$198,400.00</b>
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