

**REGULAR MEETING OF THE CITY COMMISSION  
MONDAY, NOVEMBER 9, 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 Butcher, Commissioner Trujillo, Commissioner Bengé, and Mayor Gandy

**Also Present:** City Attorney Patrick McMahon, Finance Director Gary Chapman, Code Enforcement Laura Brock and Administrative Assistant Anna Juarez

**Not Present:** Commissioner Campos

**Invocation:** Mayor Gandy gave the invocation.

**Pledge of Allegiance:** Mayor Gandy led the pledge.

**Approval of Agenda:** Mayor Gandy called for a motion. Commissioner Trujillo so moved to amend agenda to add Mr. Bernard Butcher to the Youth Center Board list. Commissioner Bengé seconded and a roll call was taken: Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Bengé - Yes, and Mayor Gandy – Yes.

**Approval of the Regular Meeting Minutes of October 26, 2015 and Special Joint Meeting Minutes of October 29, 2015:** Mayor Gandy called for a motion. Commissioner Trujillo so moved to approve the regular meeting minutes of October 26, 2015 and Special Joint Meeting Minutes of October 29, 2015; Commissioner Butcher seconded. Roll call was taken: Commissioner Bengé – Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, and Mayor Gandy – Yes.

**COMMISSIONER AND STAFF REPORTS:**

- Finance Director Chapman stated auditors will be here this week.
- Code Enforcement Brock shared with Commissioners of success of Rescue Transport for this year:
  - 30 Chihuahuas were transported to West Virginia
  - Out of 948 dogs - 410 dogs plus 20 babies went to rescue
  - 34 went to other Rescues, such as Amazing Grace
  - 181 returned to owners
  - 183 euthanized; 130 were sick or injured
  - 113 adopted animals
- Code Enforcement Brock invited everyone to attend meeting for Keep America Beautiful at the Library at noon.
- Mayor Gandy asked to change the clocks.

- Commissioner Bengé encouraged the public to attend more events at the Library.
- Commissioner Bengé updated public on Special Joint Session; Census confirmed city is growing and housing is needed.

**PROCLAMATIONS:**

**Proclamation 201507: Veterans Appreciation Week:** Mayor Gandy read proclamation; proclamation was accepted by Veteran Jack Jenson. Mr. Jenson invited all veterans to breakfast at the American Legion on Wednesday, November 11, 2015.

**NON-ACTION ITEMS:**

**Discussion of Parks and Recreation Board Appointments:** Mayor Gandy informed the Commissioners of two youth Parks and Recreation openings to replace Lucrecia Rodriguez and Jonathon Rogers. The two positions will be advertised. Discussion only, no action was taken.

**ACTION ITEMS:**

**Consider Youth Center Board Appointments:** Mayor Gandy called for a motion. Commissioner Trujillo so moved to appoint Bernard Butcher to the Youth Center Board Appointment; Commissioner Bengé seconded. There being no further discussion, a roll call was taken: Commissioner Bengé – Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, and Mayor Gandy – Yes. Motion was approved. Commissioner Bengé made a motion to appoint Mara Salcido-Alcantar to the Youth Center Board; Commissioner Butcher seconded. There being no further discussion, a roll call was taken: Commissioner Trujillo – Yes, Commissioner Bengé – Yes, Commissioner Butcher – Yes, and Mayor Gandy – Yes. Motion was approved.

**PUBLIC COMMENT:**

Mara Salcido – Alcantar thanked the Commission for opportunity to serve on the Youth Center Board.

**ADJOURNMENT:** There being no further business, Mayor Gandy adjourned, the meeting at 5:45 p.m.

**APPROVED:** \_\_\_\_\_  
**SCOTTY GANDY, MAYOR**

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

**CITY OF LOVINGTON**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: November 23, 2015



TYPE: ☐ RESOLUTION ☐ ORDINANCE ☐ PROCLAMATION ☒ INFORMATION ☐ OTHER ACTION

**SUBJECT:** Discussion of Radio System MOA  
**DEPARTMENT:** Executive  
**SUBMITTED BY:** James R. Williams, City Manager  
**DATE SUBMITTED:** November 12, 2015

**STAFF SUMMARY:**

The attached red line version of the Memorandum of Understanding is an update to a JPA the City, County, and Hobbs entered into in September 2007. This agreement describes the responsibility of operation, maintenance, and costs associated with operating the P25 800MHz Radio System. This system is used by the Fire and Police Departments.

Changes to the agreement include:

- Addition of Jal, Eunice, and Tatum as contributing entities
- Update language to incorporate equipment now being used on the system
- Operation and programming of system components
- Identifies percentage of cost for preventative maintenance agreements as well as specific site repair and monthly operational costs

A breakdown of the anticipated annual costs to the City has been provided for Commission review.

**FISCAL IMPACT:**

REVIEWED BY: Gary Lee Chapman  
(Finance Director)

\$27,750 Annual cost

**ATTACHMENTS:**

MOA Red Line Version  
Cost Estimates

**RECOMMENDATION:**

Discussion only. Staff will provide the LCCA Board with comments and requested changes. This document will be presented to Commission at a future date for approval.

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

James R. Williams  
City Manager

~~JOINT POWERS AGREEMENT~~ **MEMORANDUM OF AGREEMENT**  
FOR THE OPERATION AND MAINTENANCE  
OF AN  
**EDACS P25 800 MHz RADIO SYSTEM**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2007  
2015 between the **Lea County Communication Authority** (hereinafter "LCCA") City of  
Hobbs, New Mexico, a municipal corporation (hereinafter "City of Hobbs") City of  
Lovington, New Mexico, a municipal corporation (hereinafter "City of Lovington") **City of**  
**Jal, New Mexico, a Municipal corporation** (hereinafter "City of Jal") **City of Eunice, New**  
**Mexico, a municipal corporation** (hereinafter "City of Eunice") **City of Tatum, New**  
**Mexcio, a municipal corporation** (hereinafter "City of Tatum") and Lea County, New  
Mexico (hereinafter "Lea County"); and

WHEREAS, the parties to this agreement are public agencies; and

WHEREAS, the purpose of this agreement is to operate and maintain an  
EDACS P25 800 MHz radio system to more effectively and efficiently provide radio and  
communication services to the City of Hobbs, City of Lovington, **City of Jal, City of**  
**Eunice, City of Tatum** and Lea County.

WHEREAS, it is necessary that the parties provide a method by which the  
purpose of this agreement can be accomplished and the manner in which any power  
will be exercised under this agreement; and

WHEREAS, the parties to this agreement are acting pursuant to the ~~Joint~~  
~~Powers Agreement Act~~ **Memorandum of Agreement**, §§ 11-1-1, et seq., NMSA 1978,  
and subject to the approval of the Secretary of Finance and Administration.

NOW, THEREFORE, it is mutually agreed as follows:




## 1. DESCRIPTION

1.1 The radio system is a six site EDACS radio system. The IMC (switch) is located at the Hobbs Police Department. The fifth site is located in the western part of Lea County at what was formerly known as the SCAT Site, which has been upgraded to a four channel site and has been renamed as Maljamar. **The Radio system has multiple sites in the 800 MHz and VHF radio systems. There will be two VIDA switches on located at Lea County Communication Authority (LCCA) on College Lane Street in Hobbs and the other one which is a redundant switch at Hobbs Fire Station Once. The VIDA Switch controls the system, its users and equipment for the entire system.**

### 1.2 Voice Interoperability Data Access (VIDA)

Changed 8 to 7.2.2



The VIDA is the central switch that manages all the radio traffic between the sites, the consoles and the users. The switch maintenance is the mutually shared responsibility of all parties under section **87.2.2**. Each Party agrees to cooperate and contract for the immediate repair of the VIDA if any portion of it should fail.


### 1.3 Unified Administrator System (UAS)

The Unified Administrator System is a computer that allows personnel to create and modify workgroups, individual radios and the sites. The UAS is the mutually shared responsibility of all parties.

## 2. MAINTENANCE RESPONSIBILITIES

### 2.1 IMC Simulcast System

Spelling from Once to One



The IMC is the central switch that manages all the radio traffic between the sites. The switch maintenance is the mutually shared responsibility of all Parties under section 8. Each Party agrees to cooperate and contract for the immediate repair of the IMC if any portion of it should fail. **The Simulcast system consist of 8 channel sites which includes a site at LCCA, a site at Hobbs Fire Station **One** and a site in Lovington. The City of Hobbs is responsible for the site at LCCA and Fire Station One, and the County will be responsible for the Lovington Site.**

### 2.2 Communications System Director (CSD) **County Sites**

The Communications System Director is a computer that allows personnel to create and modify workgroups, individual radios and the sites. Communications System Director maintenance is the mutually shared responsibility of all Parties. **The County operates four (4) sites, located in Jal, Jal West, Eunice and Tatum. The County users are the primary users of all these sites. The maintenance of Jal, Eunice and Tatum Sites is the responsibility of Lea County, with a shared**



cost as defined in Section 7.

### 2.3 **Hobbs Site (8 channels) Maljamar Site**

The Hobbs Site, located at the Cablevision tower, is the primary site for the City of Hobbs. Although certain County and Lovington users may use the Hobbs Site under this agreement, maintenance of the Hobbs Site remains the sole responsibility of the City of Hobbs. This site (i) enables all parties the ability to go into the western and northern part of the County; (ii) provides overlapping coverage into the party cities; of Hobbs and Lovington; (iii) provides coverage into Eddy and Chavez counties. This Site is primarily used by City of Hobbs, City of Lovington and Lea County, and the maintenance and rental cost of the Site is the mutually shared responsibility.

#### 2.3.1 **Hobbs Back-Up Site**

The Hobbs Back-Up Site, located at Hobbs Fire Department, Station 1, is the Back-Up Site for the City of Hobbs in case the Hobbs Site becomes inoperable. The usage on this site is very minimal and the maintenance of the site will remain the sole responsibility of the City of Hobbs.

### 2.5 **Maljamar Site (Formerly SCAT Site)**

This site was upgraded to a four channel EDACS trunking site that (i) enables all parties the ability to go into the western and northern part of the County; (ii) provides overlapping coverage into the party cities; (iii) provides coverage into Eddy and Chavez counties. This Site is used by all parties, and the maintenance and rental cost of the Site is the mutually shared responsibility.

### 2.64 **Backhaul Equipment and Communications Services**

All sites are connected to the switch by a backhaul consisting of leased lines, microwave and MUX equipment. The primary MUX cabinet is located at **Lea County Communication Authority**. in the Hobbs Police Department. All parties will have and maintain its own MUX equipment. Maintenance of the backhaul lines and equipment for the individual sites and the MUX equipment are the sole responsibility of the primary users of the sites as described in Sections 2.3, 2.3.1 and 2.4 herein.

### 2.75 **User Equipment**

User Equipment is that equipment used exclusively by one Party and for which that Party is individually responsible for maintaining.

#### 2.7.1 **Consoles**

The City of Hobbs, Lea County and Lovington each own and operate C3 Maestro

~~consoles and radios for their dispatch centers. Each Party is individually responsible for the maintenance of its own consoles, audio/console cards and radios.~~

#### **2.7.2 6 Control Stations and User Radios**

The maintenance of control stations, mobiles and portables is the individual responsibility of the Party who owns them.

#### **2.7.3 7 Logging Recorders**

~~The City of Hobbs, Lea County and Lovington each own and operate logging recorders for their dispatch centers. Each party is individually responsible for the support lines, maintenance and operation of its own logging recorders.~~ **The Lea County Communication Authority owns and operates a logging recorder for their dispatch center. All parties are responsible for maintenance and operation of this logging recorder.**

### **3. OPERATING RESPONSIBILITIES**

#### **3.1 Radio Operation**

City of Hobbs, Lea County, City of Lovington, **City of Jal, City of Eunice and City of Tatum** law enforcement and emergency response radios will have access to all sites. Other users on the system may be limited depending upon what areas within the radio system they will be utilizing. All radios will utilize their own site/sites under normal operations; except for the radios equipped with the Pro-Scan capabilities (see 3.1.2 below). If the need exists to switch to the other Parties site, then the switch can be made manually.

Each of the Designated Representatives will have the authority to deny access to any users on the Designated Representatives primary site. If access is removed/denied, the Designated Representative will notify the other Representative or agency **in writing through the LCCA Director**, informing them of the reason for the removal. In the case of the Lovington Site, both the Lea County and Lovington Designated Representative must approve/deny access, since they both share the responsibilities of the site.

#### **3.1.2 Pro-Scan Radios**

Pro-scan radios allow the user to scan all of the sites programmed into the radio. The radio will then chose the best site/signal for the radio to use. ~~The following radio groups are authorized to use pro-scan radios on all sites: Hobbs Police, Hobbs Fire, Lea County Sheriff, Lovington Police and Lovington Fire (if/when they join), all supervisors or department heads.~~

#### **3.1.3 Conventional Interface**

No party will create/utilize any full-time patches that would utilize a working channel on the other parties system. Temporary patches can be created at any



time in case of emergency or joint operations.

3.1.4 ~~Telephone Interconnect~~ **Encryption**

~~No Party will add a telephone interconnect to the system.~~

All Public Safety Agencies will be allowed to have and operate encrypted radios.

3.1.5 ~~I-Call~~ **BE-ON**

~~Each Party agrees to limit the I-Call feature to supervisors, detectives/investigators and tactical (SWAT) members only.~~

BE-ON is a smart phone app that allows users to communicate through the system. There are a limited amount of licenses; the LCCA/Director will give final approval on who will have the app.

3.1.6 ~~Confirmed Call~~

~~No City, County or Lovington radio(s) will be set up with the Confirmed Call feature.~~

3.1.7 ~~Radio Priorities~~

City, County and Lovington law enforcement and emergency response radios will/can have a higher priority than all other radios on the system.

3.1.8 ~~All-Call~~

Each Party will be allowed to have two radios set up with an All-Call feature. The All-Call feature will be used very sparingly in cases of extreme emergencies, or when an immediate broadcast is necessary to inform all users within the system, i.e. Amber Alert. Each party may have their own radios programmed with the Agency-Call feature.

3.1.9 ~~Talk Groups~~

Each Party will have no more than sixty ~~(80)~~ (60) talk groups on their system. ~~The County is using Group Identification Numbers (GID) within Agency 4 (1024-1279) and Logical Identification Numbers (LID) from 5000-5999. The City of Lovington will be given the Group Identification Numbers (GID) within Agency 3 (700-800) to utilize on the system and Logical Identification Numbers (LID) from 4000-4999. The City is currently using Agencies 0-3 and will use LID's between 0-3999.~~ The assignment of the Group Identification Numbers (GID) and Logical Identification numbers will be assigned through the LCCA Director. New or requested LID and GID numbers will be approved and assigned by the LCCA Director.

Each of the parties will limit the number to talk groups programmed into their radios to within the users needed profile/personality. The Designated



Representatives will also agree in writing as to which profiles/personalities will be created/programmed into the individual radios. There will be no radios programmed with the emergency service talk groups unless there is proper authorization from the department whose talk groups will be affected.

#### **5.4. DESIGNATED REPRESENTATIVES**

~~5.1 4.1 The Hobbs Police Department's Support Services Captain or his designee, Lea County Sheriff's Department designee and the City of Lovington's Police Department's designee shall work together as the Parties' Designated Representatives in maintaining and operating the system in accordance with this Agreement. Any future enhancements to be added to the system shall be approved in writing by these individuals. In the event the Designated Representatives reach an impasse in the operation and or maintenance of the system under this Joint Powers Agreement, the Parties agree that the Hobbs Police Department's Chief of Police shall be the final decision-maker.~~ **Each party to this agreement will have a person assigned to the working group called a designated Representative. The City of Hobbs designee, Lea County designee, City of Lovington designee, City of Jal designee, City of Eunice designee and the City of Tatum designee shall work together in maintaining and operating the system in accordance with this Agreement. Any future enhancements to be added to the system shall be approved in writing by these individuals. In the event the Designated Representatives reach an impasse in the operation and or maintenance of the system under this Memorandum of Agreement, the Parties agree that the Director of the Lea County Communication Authority shall be the final decision-maker.**

#### **START-UP RESPONSIBILITIES**

##### **4.1 Moving and Equipment Storage**

~~Lovington is responsible for the construction and costs attendant to adding their equipment to the IMC, the Communications System Director and any other equipment. Lovington will ensure the safe combining and/or moving of computers and associated equipment of the City of Hobbs and Lea County while the additional equipment is installed. The City of Lovington will further ensure the construction of additional space to house both the additional equipment and allow for future expansion by 25% for the Hobbs system in the IMC.~~

~~The Parties will also agree on the diagram, design, installation of audio cards and MUX equipment to the Hobbs Police Department's equipment room.~~

##### **4.2 Training**

##### **4.2 PROGRAMMING OF USER RADIOS**

~~City of Lovington will provide training to the City of Hobbs/County on all changes made to the system. The provided training will also include assistance on setting up~~



~~and creating new profiles/personalities on the programmer software for reprogramming the City of Hobbs and County radios~~ The parties understand the need for assistance by outside vendors to operate and maintain the system, but controls must be in place to allow for privacy by entities and especially sensitive talk groups on the system

- A. No radio will be programmed by an outside vendor unless the profile is approved in writing by the LCCA Director or their designee.
- B. Any law enforcement talk group must also be approved by the head of the law enforcement agency from which the talk group belongs. Any radio seeking encryption that is not a Law Enforcement radio must get approval from the designated representatives outlined in this agreement.
- C. Any entity programming radios for themselves or other entities must follow these same guidelines listed above to ensure security of the system.
- D. Any vendor or an entity found not in compliance or doesn't follow these guidelines will/shall incur the costs to reprogram all radios affected by an entity or on the system if deemed necessary by the designated representatives.

#### 4.3 Warranty

~~The City of Lovington additions should be under warranty for a one-year period from its installation. The warranty should cover the upgrades to the Lovington Site, the upgraded IMC switch and any of the associated backhaul and site equipment. The Hobbs and other County Sites will not be covered under this warranty except as to any additional equipment added or enhancements made as a result of the upgrade.~~

#### 4.4 4.3 Licensing

~~Lovington~~ The LCCA Director will be responsible for all upgrades and ensure all new F.C.C., F.A.A or other federal licensing requirements for the entire radio system which are under this agreement. ~~additions to the system are completed for the County. Hobbs will continue to maintain it's licensing according to the recommended requirements.~~



#### **4.4 NEW USERS/ENTITY'S**

The designated representatives shall work with Local/State/Federal users to the system or new entities that wish to join the system as either their main form of communication or to increase/supplement how they currently operate. The designated representatives shall make a recommendation of costs to the requesting user under these guidelines:

- A. If a user wishes to join the system but their radio usage will be held to less than 1 hour per week of total time, and if they will have less than 5 radios on the system and only plan to use talk groups currently on the system when and if they need assistance.
- B. State/Federal entities who wish to use the system as they work in this area but are going to stay below the total time usage;

Once a cost is determined, a separate amendment to this agreement will be written and approved by the LCCA Board, Lea County and Department of Finance. These costs shall be a yearly/bi-annual fee paid to the LCCA/Lea County Finance.

If an entity wished to join the system, then a new agreement must be completed to arrange for shared costs and expenses.

Nothing in this section will require an entity, agency or user to make a payment to LCCA as a result of using the system in a time of emergency or during mutual aid or other forms of assistance to any of the users on this agreement.

#### **4.5 As-built Drawings**

~~Upon completion of the system enhancements, Lovington will provide the City of Hobbs and County with updated as-built drawings and diagrams of the system outlining all changes that have been made.~~

#### **65. TERMINATION OF JOINT POWERS AGREEMENT-MEMORANDUM OF AGREEMENT**

- 65.1 This Joint Powers Agreement ~~MOA~~ shall continue in full force and effect, subject to written amendments as described in Section 7.1 **6.1** herein, until terminated by a party. The terminating party shall give written notice to the other Parties at least one-year **six months** prior to the effective date of the notice.
- 65.2 Upon notice of termination of this Joint Powers Agreement ~~MOA~~, the Party wishing to terminate the Agreement shall bear all costs involved with separating the systems.



**76. AMENDMENT**

- 76.1 This ~~Joint Powers Agreement~~ **MOA** may be amended by the Parties from time to time. Any amendment shall be in writing, executed and approved by the parties hereto and the Secretary of the Department of Finance and Administration.

**87. PAYMENTS/REPAIRS TO SHARED EQUIPMENT**

- 87.1 When the jointly (all parties) used equipment is serviced or repaired, the City of Hobbs ~~the Lea County Communication Authority~~ will be responsible for the payment. At the end of each quarter, ~~the Support Services Captain the Lea County Communication Authority~~ will send a bill to Lea County Sheriff's Department designee, the City of Hobbs designee, **the City of Jal designee, the City of Eunice designee, the City of Tatum designee** and the City of Lovington Police Department designee for payment. The parties will have forty-five (45) days to pay the bill.

- A. When shared user equipment is serviced or repaired on only the Lovington Site, ~~the Lea County~~ will be responsible for the payment and then bill the City of Lovington at a 50/50 split for the cost of the repair or equipment. ~~At the end of each quarter, the County will bill the Lovington Police Department's designee who will have forty five (45) day to pay the bill.~~
- B. When shared user equipment is serviced or repaired on only the Eunice Site Lea County will be responsible for the payment and then bill the City of Eunice at a 50/50 split for the cost of the repair or equipment.
- C. When shared user equipment is serviced or repaired on the Jal new site Lea County will be responsible for the payment and then bill the City of Jal at a 50/50 split for the cost of the repair or equipment.
- D. When shared user equipment is serviced or repaired on the Maljamar Site Lea County will be responsible for the payment and then bill the City of Hobbs, and the City of Lovington at a 34/33/33 split for the cost of the repair or equipment with Lea County having the 34%.
- E. When user equipment is repaired on only the Hobbs Main and Back-Up Site the City of Hobbs will be solely responsible for the repair or equipment.
- F. When user equipment is serviced or repaired on only the Jal West



site Lea County will be solely responsible for the repair and equipment.

- G. When shared user equipment is serviced on only the Tatum Site Lea County will be responsible for the payment and then bill the City of Tatum at a 50/50 split for the cost of the repair or equipment.

87.2 All jointly (all three parties) equipment or sections within this agreement will have a 40/40/20 split between all parties with Lovington having the 20% split, since it has limited number of radios on the system. Once Lovington reaches over 100 radios, they will be expected to increase their fair share of the split to an amount that will be agreed upon by all parties. All parties agree to pay a percentage of the cost for the preventative maintenance agreement (s), FX software and logging recorder as follows.

- A. Lea County at 37%
- B. City of Hobbs at 37%
- C. City of Lovington at 17%
- D. City of Tatum at 3%
- E. City of Jal at 3%
- F. City of Eunice at 3%

- A. ~~The only exception to the split fees will be for the Maljamar Site (Formerly SCAT Site), which is not being used by any agency exclusively. Due to its location and ability to overlap all sites, its repair, maintenance and rental cost will be shared equally among all parties at a 33% split.~~

8.3.4 7.2.1 If all parties agree to an enhancement to the system, then the costs will be split equally. If an enhancement is added to the system by one party but it does not affect the other user or will not be used on the other users system, the cost will be assumed by the installing party(s).

7.2.2 Monthly service fees for lease lines, T-1 lines, and electricity and/or tower fees are incurred at the various sites: the following will be a breakdown of the costs to the entities.

- A. The Hobbs Site or the Hobbs Back-up site the City of Hobbs will be responsible for these costs. Currently it is owned and operated on City/County land and through a microwave system so there isn't expected to be any monthly costs, unless there are changes to the way the information is sent to and from the main site to the back-up

- site.
- B. The Lovington Site is a 50/50 split between Lea County and the City of Lovington.
  - C. The Eunice Site is a 50/50 split between Lea County and the City of Eunice.
  - D. The Tatum Site is a 50/50 split between Lea County and the City of Tatum.
  - E. The Jal Site is a 50/50 split between Lea County and the City of Jal.
  - F. Maljamar Site (largest site coverage for Lea County) the County will be responsible for the payment and then bill all of the entities at an equal split among Lea County, City of Hobbs and City of Lovington.
  - G. The Jal West Site is the responsibility of the County.

~~9.~~ **8. SEVERABILITY**

- ~~98.1~~ If any one or more of the provisions contained in this Joint Powers Agreement **Memorandum of Agreement (MOA)** shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions hereof, and the Joint Powers Agreement **Memorandum of Agreement** shall be constructed as if such invalid, illegal or unenforceable provision had never been a part hereof.

~~10.~~~~9.~~ **EFFECTIVE DATE**

- ~~109.1~~ This Joint Powers Agreement **Memorandum of Agreement** shall be in full force and effective upon execution and approval of all parties hereto and the Secretary of the Department of Finance and Administration.

~~11.~~ **SURPLUS FUNDS**

- ~~11.1~~ Since this Joint Powers Agreement will be operated on a cost-reimbursement basis, there should be no surplus funds when the Agreement is terminated. To the extent there are surplus funds, they will be returned to the parties in proportion to the contributions they made.

~~130.~~ **STRICT ACCOUNTABILITY OF ALL RECEIPTS AND DISBURSEMENTS.**

- ~~130.1~~ Each party shall be strictly accountable for all receipts and disbursements under this Agreement.



IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized officers, agents or representatives.

CITY OF HOBBS, NEW MEXICO \_\_\_\_\_ LEA COUNTY, NEW MEXICO \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
Joseph D. Calderón, Mayor Pro Tem Gary Schubert, Commission Chairman

CITY OF LOVINGTON, NEW MEXICO \_\_\_\_\_

BY: \_\_\_\_\_  
Dixie Drummond, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Don Reagan Larry Hanna  
City Of Hobbs Attorney Lea County Attorney

\_\_\_\_\_  
Patrick McMahon  
City Of Lovington Attorney

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized officers, agents or representatives.

CITY OF HOBBS, NEW MEXICO

LEA COUNTY, NEW MEXICO

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_, Commission Chairman

CITY OF LOVINGTON, NEW MEXICO

CITY OF TATUM, NEW MEXICO

BY: \_\_\_\_\_  
\_\_\_\_\_, Mayor

BY: \_\_\_\_\_  
\_\_\_\_\_, Mayor

CITY OF EUNICE, NEW MEXICO

CITY OF JAL, NEW MEXICO

BY: \_\_\_\_\_  
\_\_\_\_\_, Mayor

BY: \_\_\_\_\_  
\_\_\_\_\_, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Of Hobbs Attorney

\_\_\_\_\_  
Lea County Attorney

\_\_\_\_\_

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City Of Lovington Attorney

City of Tatum Attorney

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City of Eunice Attorney

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City of Jal Attorney

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LCCA, Director

# FX Software, Recorder and Preventative Maintenance

- Per the Radio MOA Each agency is responsible for a percentage of these costs:

➤ Fx Software	\$90,000.00
➤ Recorder	\$20,000.00
➤ Preventative Maintenance	\$25,000.00

**TOTAL = \$135,000.00**

# Annual Cost per Agency for Software, Recorder and PM

• Lea County	37%	\$49,950.00
• City of Hobbs	37%	\$49,950.00
• City of Lovington	17%	\$22,950.00
• City of Tatum	3%	\$4,050.00
• City of Jal	3%	\$4,050.00
• City of Eunice	3%	\$4,050.00

# Connectivity Annual Cost

• <b>Hobbs to Eunice Link</b> 50/50 split between County and Eunice	\$8,400.00
• <b>Hobbs to Jal West Link</b> County is completely responsible	\$9,600.00
• <b>Hobbs to Jal Link</b> 50/50 split between County and Jal	\$8,400.00
• <b>Hobbs to Maljamar Link</b> Equal split between LC, Hobbs, Lovington	\$9,600.00
• <b>Hobbs to Tatum Link</b> 50/50 split between County and Tatum	\$8,400.00
<b>TOTAL =</b>	<b>\$45,600.00</b>

# Tower Leases Annual Cost

• <b>Tatum</b>	\$6,600.00
50/50 split between LC and Tatum	
• <b>Jal West</b>	\$10,200.00
County completely responsible	
• <b>Eunice</b>	\$12,600.00
50/50 split between LC and Eunice	
• <b>Maljamar</b>	\$4,800.00
Equal split between LC, Hobbs and Lovington	
• <b>Jal</b>	\$4,800.00
50/50 split between LC and Jal	
• <b>Knowles</b>	\$4,800.00
County completely responsible	

**TOTAL = \$43,800.00**

# Lea County Annual Costs

• FX Software, Recorder and PM	\$49,950.00
• Connectivity	\$25,400.00
• Tower Leases	<u>\$28,600.00</u>

**TOTAL=** **\$103,950.00**

Repairs and New Tower in Lovington not included in these totals



# City of Hobbs

• FX Software, Recorder and PM	\$49,950.00
• Connectivity	\$3,200.00
• Tower Leases	<u>\$1,600.00</u>

**TOTAL=** **\$54,750.00**

Repairs and New Tower in Lovington not included in these totals

# City of Lovington

• FX Software, Recorder and PM	\$22,950.00
• Connectivity	\$3,200.00
• Tower Leases	<u>\$1,600.00</u>

**TOTAL=** **\$27,750.00**

Repairs and New Tower in Lovington not included in these totals

# City of Tatum

• FX Software, Recorder and PM	\$4,050.00
• Connectivity	\$4,200.00
• Tower Leases	<u>\$3,300.00</u>

**TOTAL=** **\$11,550.00**

Repairs and New Tower in Lovington not included in these totals

# City of Jal

• FX Software, Recorder and PM	\$4,050.00
• Connectivity	\$4,200.00
• Tower Leases	<u>\$2,400.00</u>

**TOTAL=** **\$10,650.00**

Repairs and New Tower in Lovington not included in these totals

# City of Eunice

• FX Software, Recorder and PM	\$4,050.00
• Connectivity	\$4,200.00
• Tower Leases	<u>\$6,300.00</u>

**TOTAL=** **\$14,550.00**

Repairs and New Tower in Lovington not included in these totals

**CITY OF LOVINGTON**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: November 23, 2015



TYPE: ☐ RESOLUTION ☒ ORDINANCE ☐ PROCLAMATION ☐ INFORMATION ☐ OTHER ACTION

**SUBJECT:** Ordinance 540: Sale of Real Property at Main and Jefferson  
**DEPARTMENT:** Executive  
**SUBMITTED BY:** James R. Williams, City Manager  
**DATE SUBMITTED:** November 12, 2015

**STAFF SUMMARY:**

Ordinance 540 will authorize the sale of the two lot parcel of land (owned by the City) located at Main and Jefferson to Andres Arreola and Daniel Torres. The ordinance has been advertised as required.

Mr. Arreola and Mr. Torres were the only respondents to RFP 102215. They are proposing to construct a restaurant (wood fired pizzeria) that serves craft beer and wine. As the property is located in the Metropolitan Redevelopment Area, special exceptions for the transfer of this property are allowed.

**FISCAL IMPACT:**

REVIEWED BY: Gary Lee Chapman  
(Finance Director)

Increased GRT by operation of a new business

**ATTACHMENTS:**

Ordinance 540

**RECOMMENDATION:**

Motion to approve Ordinance 540

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

James R. Williams  
City Manager



## **ORDINANCE NO. 540**

AN ORDINANCE AUTHORIZING THE SALE TO ANDRES ARREOLA AND DANIEL TORRES OF A TWO LOT PARCEL OF LAND LOCATED ON THE SOUTHEAST CORNER OF MAIN STREET AND JEFFERSON AVENUE.

**WHEREAS**, the City of Lovington, hereinafter “City”, holds title to two (2) lot parcel of certain real property located in Lovington, Lea County, New Mexico and being more particularly described as Lots 5 and 6, Block 2, Original Lovington Subdivision as found in Book 004, Page 340; and

**WHEREAS**, the City finds that this real property is no longer essential to any municipal purpose and the City’s interests would be best served by the sale of the property; and

**WHEREAS**, in Request for Proposal No. 102215 the City requested proposals for the purchase of this real property; and

**WHEREAS**, all proposals received in response to RFP No. 102215 were evaluated based upon the proposed utilization of the property, proposer’s capacity to achieve the proposed use, the economic impact of the proposed use, and the purchase price offered; and

**WHEREAS**, Andres Arreola and Daniel Torres, hereinafter “Mr. Arreola and Mr. Torres”, submitted a response to the RFP in which they offered to purchase this real property, with such property more particularly described on Exhibit “A” attached hereto and incorporated herein and hereinafter referred to as the “Property”; and

**WHEREAS**, Mr. Arreola and Mr. Torres proposed to use to construct and operate a brick oven pizza restaurant and craft brewery; and

**WHEREAS**, Mr. Arreola and Mr. Torres acknowledges that development and construction of any structures on the Property must be designed to conform with the character of the downtown district and such designs must be reviewed and approved by the Lovington City Commission; and

**WHEREAS**, Mr. Arreola and Mr. Torres shall make no offensive use of the Property; and

**WHEREAS**, Mr. Arreola and Mr. Torres shall not use or lease the Property, or any part thereof for permanent or temporary residences or RV or trailer parks; and

**WHEREAS**, Mr. Arreola and Mr. Torres shall not use or lease the Property, or any part thereof for any use that is extra hazardous on account of fire, chemical waste or for any purposes that is a nuisance or that is offensive to other tenants or occupants of other structures in the vicinity; and

**WHEREAS**, development of the Property shall begin within twelve (12) months of acquisition of the Property from the City; and

**WHEREAS**, business operations shall begin within eighteen (18) months of acquisition of the Property from the City; and

**WHEREAS**, the City shall retain the right of first refusal should Mr. Arreola and Mr. Torres desire to sell the property; and

**WHEREAS**, prior to the sale of the Property to another individual or group, the sale must be approved by the City of Lovington; and

**WHEREAS**, any additional or change of use of the Property by Mr. Arreola and Mr. Torres or any future owners must have prior approval by the City of Lovington; and

**WHEREAS**, Mr. Arreola and Mr. Torres or any future owner(s) shall not violate any ordinances or other regulations of the City of Lovington or County of Lea, or any other state or federal rule, regulation or law, now in force or hereinafter adopted, which in any manner shall affect the use of the premises.

**WHEREAS**, Mr. Arreola and Mr. Torres proposal is that they would purchase the Property for one hundred dollars (\$100); and

**WHEREAS**, the City desires to sell the Property to Mr. Arreola and Mr. Torres for the remuneration described as it is located in a Metropolitan Redevelopment Area and the described use conforms to the City of Lovington Comprehensive Plan and Downtown Master Plan; and

**WHEREAS**, the City has published notice of this sale prior to the consideration of this Ordinance as required by N.M.S.A 1978, Sec. 3-54-1(D)(1999);

**NOW THEREFORE**, be it ordained by the Governing Body of the City of Lovington, County of Lea, State of New Mexico, as follows:

1. The sale of the Property as described on Exhibit "A" by the City of Lovington to Mr. Arreola and Mr. Torres for one hundred dollars (\$100) for a total purchase price of one hundred dollars (\$100) is hereby approved.
2. The total purchase price shall be due and payable to the City at closing.
3. The City shall purchase Title Insurance in the amount of the total purchase price. All other costs shall be borne by Mr. Arreola and Mr. Torres

4. The Mayor and City Manager are authorized to execute all documents necessary to implement the terms of this ordinance.
5. Notice shall be published pursuant to the terms of N.M.S.A. 1978, Sect.3-54-1 (1999).

ADOPTED BY THE GOVERNING BODY OF THE CITY OF LOVINGTON ON THE 23<sup>RD</sup> DAY of NOVEMBER, 2015.

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SCOTTY GANDY, MAYOR

ATTEST:

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CAROL ANN HOGUE, CITY CLERK



**CITY OF LOVINGTON**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: November 23, 2015



TYPE: ☒ RESOLUTION    ☐ ORDINANCE    ☐ PROCLAMATION    ☐ INFORMATION    ☐ OTHER ACTION

**SUBJECT:** Resolution 2015-99  
**DEPARTMENT:** Executive  
**SUBMITTED BY:** James R. Williams, City Manager  
**DATE SUBMITTED:** November 12, 2015

**STAFF SUMMARY:**

Resolution 2015-99 will authorize the Mayor to execute a grant agreement with NMDOT for Washington Avenue Streetscape improvements. This \$20,000 grant will be used as part of the planning, design, and construction of Washington Avenue between Main Street and Love Street.

**FISCAL IMPACT:**

REVIEWED BY: Gary Lee Chapman  
(Finance Director)

\$20,000 reimbursement to the City of Lovington

**ATTACHMENTS:**

Grant Agreement  
Resolution 2015-99

**RECOMMENDATION:**

Motion to approve Resolution 2015-99

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

James R. Williams  
City Manager

Contract Number: \_\_\_\_\_

Vendor Number: 0000054447

Control Number: C2150937

**STATE OF NEW MEXICO  
DEPARTMENT OF TRANSPORTATION  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Department of Transportation, P.O. Box 1149, Room 126, Santa Fe, New Mexico 87504-1149, hereinafter called the "Department" 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 2015, SB1, Chapter 3, 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**, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

**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:

DFA Appropriation ID 15-0937 NMDOT Control Number C2150937 \$20,000 APPROPRIATION  
REVERSION DATE: 6/30/2019

Laws of 2015 SB1, Chapter 3, Section 33, Sub Section 42, Twenty Thousand Dollars and No Cents (\$20,000) to plan, design and construct streetscape improvements to Washington avenue from Main avenue to Love street in Lovington in Lea county.

The Grantee's total reimbursements shall not exceed the appropriation amount Twenty Thousand Dollars and No Cents \$20,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>1</sup>, if applicable, , \$0.00, which equals Twenty Thousand Dollars and No Cents \$20,000 (the "Adjusted Appropriation Amount").

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.

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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.

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
- (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:

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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.



- 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: City of Lovington  
Name: James Williams  
Title: City Manager  
Address: 214 S. Love St., Lovington, New Mexico 88260  
Email: jwilliams@lovington.org  
Telephone: 575-396-2884

Department: Department of Transportation District 2 Office  
Name: Sigrid Webb  
Title: Local Government Road Fund Coordinator  
Address: P.O. Box 1457, Roswell, NM 88202  
Email: Sigrid.Webb@state.nm.us  
Telephone: 575-637-7259  
FAX: 575-637-7217

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 6/30/2019 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, whichever ever first occurs.

#### **C. Paperless Reporting**

In addition 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, whichever 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**

This Agreement constitutes the entire and exclusive agreement between the Grantee and DFA 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 Department of Transportation 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 Department of Transportation Grant Agreement. Should the Department of Transportation 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 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

**DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Cabinet Secretary or Designee

\_\_\_\_\_  
Date

**REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE  
DEPARTMENT'S OFFICE OF GENERAL COUNSEL**

Cynthia A. Christ  
By: Cynthia Christ

Its: Assistant General Counsel

10-23-15  
Date

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

**RESOLUTION 2015-99**

**A RESOLUTION APPROVING AN NMDOT GRANT AGREEMENT**

**WHEREAS**, in the Laws of 2015, SB1, Chapter 3, the Legislature made an appropriation to the New Mexico Department of Transportation, funds from which have been made available to the City of Lovington; and

**WHEREAS**, a grant agreement has been provided to the City in the amount of \$20,000; and

**WHEREAS**, the agreement specifies that these funds are to be used for the planning, design, and construction of streetscape improvements to Washington Avenue from Main Street to Love Street.

**NOW, THEREFORE, BE IT RESOLVED**, by the Lovington City Commission that Scotty Gandy, Mayor, is authorized to execute the Grant Agreement with the New Mexico Department of Transportation for CN C2150937. Upon return of the document from the NMDOT, a copy will be attached to this Resolution.

DONE THIS 23<sup>RD</sup> DAY OF NOVEMBER, 2015 at

City of Lovington  
New Mexico

\_\_\_\_\_  
Scotty Gandy, Mayor

ATTEST:

\_\_\_\_\_  
Carol Ann Hogue, City Clerk

**CITY OF LOVINGTON**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: November 23, 2015



TYPE: ☒ RESOLUTION    ☐ ORDINANCE    ☐ PROCLAMATION    ☐ INFORMATION    ☐ OTHER ACTION

**SUBJECT:** Resolution 2015-100  
**DEPARTMENT:** Executive  
**SUBMITTED BY:** James R. Williams, City Manager  
**DATE SUBMITTED:** November 12, 2015

**STAFF SUMMARY:**

Resolution 2015-100 authorizes the City Manager to sign all documents on behalf of the City of Lovington in regards to the sale of the City owned real property at Main and Jefferson. This document is required for closing.

**FISCAL IMPACT:**

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

(Finance Director)

**ATTACHMENTS:**

Resolution 2015-100

**RECOMMENDATION:**

Motion to approve Resolution 2015-100

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

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

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

**RESOLUTION 2015-100**

**A RESOLUTION AUTHORIZING THE SALE OF PROPERTY**

**WHEREAS**, the Governing Body of the City of Lovington, a New Mexico Municipal Corporation in good standing, declared that the real estate described below is not essential for municipal purposes; and

**WHEREAS**, the City of Lovington owns the following described real estate in Lea County, New Mexico:

Lots 5 and 6, Block 2, Original Lovington Subdivision, to the City of Lovington, Lea County, New Mexico as found in Book 004, Page 340

and;

**WHEREAS**, the City has adopted Ordinance 540 which authorizes the sale of this property to Andres Arreola and Daniel Torres.

**WHEREFORE**, I, Scotty Gandy, Mayor of the City of Lovington, do hereby certify that the foregoing is true and authorize James Williams, City Manager, to sign all documents on behalf of the City of Lovington.

**IN WITNESS THEREOF**, I approve this Resolution on this 23<sup>rd</sup> day of November, 2015.

\_\_\_\_\_  
Scotty Gandy, Mayor

ATTEST:

\_\_\_\_\_  
Carol Ann Hogue, City Clerk



**CITY OF LOVINGTON**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: NOVEMBER 23, 2015



TYPE: ☒ RESOLUTION ☐ ORDINANCE ☐ PROCLAMATION ☐ INFORMATION ☐ OTHER ACTION

**SUBJECT:** Resolution 2015-101  
**DEPARTMENT:** Executive  
**SUBMITTED BY:** James R. Williams, City Manager  
**DATE SUBMITTED:** November 12, 2015

**STAFF SUMMARY:**

Resolution 2015-101 will grant a waiver which will allow the operation of a restaurant selling beer and wine by Andres Arreola and Daniel Torres at the Main and Jefferson Location. In addition, this Resolution will allow the Mayor to submit this waiver to NM Alcohol and Gaming when the application is submitted.

The Methodist Church have reviewed this request and have provided a letter of no objection.

**FISCAL IMPACT:**

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

(Finance Director)

**ATTACHMENTS:**

Waiver Letter  
No Objection letter from First United Methodist Church  
Resolution 2015-101

**RECOMMENDATION:**

Motion to approve Resolution 2015-101

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

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



## City of Lovington

214 S. Love St.  
PO Box 1268  
Lovington, NM 88260

Bus: 575-396-2884  
Fax: 575-396-6328

November 23, 2015

New Mexico Regulation and Licensing Department  
Alcohol and Gaming Division  
P.O. Box 25101  
Santa Fe, NM 87505-5101

RE: Approved Waiver

The City of Lovington, New Mexico, hereby waives and has no objection to a restaurant that intends to serve alcohol as part of its business model being within 300 feet of a church. The proposed location for this business is located at the intersection of Main Street and Jefferson Avenue in Lovington, New Mexico and is within 300 feet of First United Methodist Church. The Church has been contacted and has no objection to the efforts of Andres Arreola and Daniel Torres.

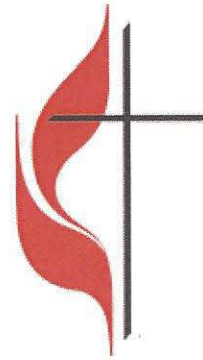
During the November 23, 2015 regular meeting of the City Commission, Resolution 2015-101 was approved which granted the Mayor the authority to sign this waiver on behalf of the City of Lovington. A copy of this Resolution has been attached to this letter for your reference.

Please do not hesitate to contact City Manager James Williams should you have any questions or require further information.

Scotty Gandy  
Mayor

# First United Methodist Church

P.O. Box 745 407 North Main  
Lovington, NM 88260  
575 396-3687 Fax 575 396-0222



TO: Dr. Andres Arreola, Mr. Daniel Torres, Lovington City  
Commission  
FROM: Rev. Matt Bridges, Mr. Mark Alexander, Mr. Pat Wise  
RE: Confirmation of vote for "No Objection"  
DATE: November 4, 2015

Dear Dr. Andres Arreola, Mr. Daniel Torres, and Lovington City Commission,

Greetings in the name of our Lord and Savior Jesus Christ. I write you to inform that the Charge Conference of First United Methodist Church in Lovington has voted to not object to a restaurant which intends to serve alcohol as part of its business model being established closer to a religious institution than current state and local limits allow without special permission. Though a vote of "no objection" has been passed for this particular business model—one which is limited to the sale of beer and wine—our stance remains firm against a full liquor license of any kind now, and in the future. Formal notification of this position will be provided for the Lovington City Commission to have on record for any future inquiries.

The Methodist tradition has a long-standing sense of duty to address substance-related abuse problems, and that duty continues today. As your neighbors, we do look upon this new venture as one where we have the opportunity through proximity to promote responsibility and address substance abuse problems. We encourage the proprietors of this new restaurant to make concerted efforts to hold both patrons and staff accountable and responsible in the sale and consumption of alcohol. We do not enter into this new relationship as neighbors lightly. And as neighbors, we intend to be vocal in holding all involved—both church and restaurant owners—accountable and responsible for living into this covenant as neighbors. We all have an obligation to the City of Lovington to hold each other accountable and responsible for the good of the community.

We are very encouraged to hear that part of this business proposal is to limit consumption of alcohol to three appropriate servings and we look forward to seeing that part abided by. Thank you for inviting us into a conversation with you. If you have any further questions or need for clarification from the points in this letter, please contact me, Matt Bridges, and I will be happy to meet with you to discuss them.

In Christ and Christ's fellowship,

Rev. Matt Bridges, Sr. Pastor, First United Methodist Church

Mr. Mark Alexander, Chair, Church Administrative Council

Mr. Pat Wise, Chair, Staff-Parish Relations Committee

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

**RESOLUTION 2015-101**

**A RESOLUTION AUTHORIZING A WAIVER TO SELL BEER AND WINE WITH 300 FEET OF A  
CHURCH**

**WHEREAS**, Andres Arreola and Daniel Torres are purchasing the property at Main Street and Jefferson Avenue for the purposes of opening a restaurant that will serve alcohol as part as its business model; and

**WHEREAS**, this property is within 300 feet of the First United Methodist Church; and

**WHEREAS**, the church body has provided a letter indicating a vote of “no objection” to this business being operated in close proximity to their property; and

**WHEREAS**, the City is required to grant a waiver to allow the operation of this business due to its proximity to a church.

**NOW, THEREFORE, BE IT RESOLVED**, that the Lovington City Commission grants a waiver for a restaurant selling beer and wine at Main Street and Jefferson and authorizes Scotty Gandy, Mayor, to sign a letter addressed to NM Alcohol and Gaming indicating the approval of this waiver.

DONE THIS 23<sup>RD</sup> DAY OF NOVEMBER, 2015

---

Scotty Gandy, Mayor

ATTEST:

---

Carol Ann Hogue, City Clerk



**CITY OF LOVINGTON**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: November 23, 2015



TYPE: ☒ RESOLUTION    ☐ ORDINANCE    ☐ PROCLAMATION    ☐ INFORMATION    ☐ OTHER ACTION

**SUBJECT:** Resolution 2015-102: Temporary Street Closure  
**DEPARTMENT:** Executive  
**SUBMITTED BY:** James R. Williams, City Manager  
**DATE SUBMITTED:** November 12, 2015

**STAFF SUMMARY:**

Lea County, in partnership with Lovington Main Street, have requested approval of a Street Event/Block Party permit so the "Light Up Lea County!" event can be held.

They have requested that Central Avenue, between Main Street and Love Street be closed from December 10, 2015 at 8:00 a.m. thru 12:00 p.m. December 12, 2015.

As this is a multiple day event and requires closure of an arterial, Commission approval is required per policy.

**FISCAL IMPACT:**

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

(Finance Director)

**ATTACHMENTS:**

Permit Application  
Resolution 2015-102

**RECOMMENDATION:**

Motion to approve Resolution 2015-102

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

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



City of Lovington  
Street Event/Block Party Permit Application

APPLICANT INFORMATION

Name	Lynn Edwards
Street Address	100 N. Main
City	Lovington, New Mexico 88260
E-mail	ledwards@lea-county.net
Mobile Telephone*	575-942-1324

\*Applicant must maintain access to this number on the event date

STREET EVENT/BLOCK PARTY DESCRIPTION

Event Name	Night Up Lea County!
Event Date	Dec 10, 11, 12
Start Time (including set-up)	Dec 10 8am (event 4-9pm) Dec 11 (4-8pm)
End Time (including clean-up)	Dec 12 12 noon (Dec 12 9-12 noon)

Description of event, including proposed street closures:

5th Annual "Night Up Lea County!" is a free family fun event held in each community of the county. It consists of an artificial ice rink, a dual toboggan slide, an enchanted ornament, and a gift box (last 3 are blow ups). Lovington Chamber and Main Street are partners and ask local choirs, musicians, & vendors to participate. Dec 10 coordinates with the Electric Light Parade and Santa Claus visit at the Lea County Museum. (closure Central from Love to Main.)

Amplified sound or other activity description including the use of inflatable/play equipment:

Lea County maintenance provides a sound system for taped music. Inflatables include toboggan slide castle, enchanted ornament, and gift box bouncer. Please see attached email for electrical requirements. Lea County employees will be present to assist vendors two representatives.



APPLICANT COMPLIANCE WITH ALL PERMIT TERMS AND CONDITIONS		YES	NO
A.	I have read and agree to fully comply with all of the General Requirements as described in Part I of the Street Event/Block Party Permit Application.	✓	
B.	I have read and agree to fully comply with all of the Operational Requirements as described in Part II of the Street Event/Block Party Permit Application.	✓	
C.	I have read and agree to fully comply with all of the Technical Requirements as described in Part III of the Street Event/Block Party Permit Application.	✓	
D.	I have read and understand the circumstances in which a Street Event/Block Party Permit Application shall not be issued (without City Commission approval) as described in Part IV of the Street Event/Block Party Permit Application	✓	
E.	I have attached proof of residency within the Street Event/Block Party Venue.	✓	
F.	I have attached a computer generated or hand-drawn scaled site map as described in Part III Technical Requirements of the Street Event/Block party Application depicting: <ol style="list-style-type: none"> <li>1. Name and location of street(s) to be closed</li> <li>2. Location of all furniture, activities, or equipment. Any inflatable/play equipment shall be specifically identified.</li> <li>3. Location of emergency access throughout venue</li> </ol>		
G.	I have attached a Street Event/Block Party Resident Petition demonstrating support for the street closure.		
F.	I have attached insurance documents consistent with the insurance requirements described in Part III Technical Requirements of the Street Event/Block Party application.		

#### APPLICANT AFFIDAVIT

I, the undersigned, declare upon penalty of perjury that the information contained in the foregoing application and any attachments is true and correct to the best of my knowledge and belief, that I have read, understand and agree to abide by the rules and regulations governing the proposed event and other applicable city, state, and federal codes, laws, policies, and regulations. By applying for a Street Event/Block party Permit I agree and understand that I have the sole responsibility at all times to be knowledgeable about, fully understand, and to meet or exceed all local, state and federal codes, laws, policies and regulations associated with the event. I further understand that knowingly providing false information is cause for the immediate denial of this permit or the suspension of the permit if one has already been issued. I understand in the event of a major incident, my permit may be postponed or terminated for the sake of public safety and welfare (e.g., major crime incident, fire, flood, or any act of God).

I hereby certify the foregoing statements to be true and correct and agree to protect, defend, indemnify and hold harmless the City of Lovington, its officers, employees and agents against any action, demand, claim, loss, injury or liability arising out of or resulting in any way from the requested street event/block party, or from any actions taken, work performed or service provided by Applicant with respect to the use of City property for the purposes described herein. Applicants obligations to indemnify and hold harmless are joint and several, and exclude only such action, demand, claim, loss or liability due to the sole negligence or willful misconduct of City and/or its employees. All of Applicants obligations under this agreement are intended to apply to the fullest extent permitted by law and shall survive the expiration, completion or sooner termination of this Permit. In any action or claim against the City in which Applicant is defending City, City shall have the right to approve legal counsel providing City's defense. I also agree, if approved, to comply with all permit conditions provided by City representatives and understand that failure to comply with any condition or violation of law may result in the immediate cancellation of the street event/block party, fines or penalties as described in the Lovington Municipal Code, and/or criminal prosecution.

*by: Ryan Edwards for Lee County*  
Signature of Applicant

*November 12, 2015*  
Date

Received By		Date/Time Received	
Street Department Approval		Date	
Fire Department Approval		Date	
Police Department Approval		Date	
City Manager Approval		Date	
Commission Approval (if required)		Date	

EAST

lake

Music ~~Speakers~~

Lee County Museum

SOUTH

Lee County Theater

Street

Street

toppen  
side  
cattle  
blow up

Gift  
box  
blow up

Ornament  
blow up

Original  
ice  
rink

Central

Lee County Courthouse

Main

WEST

NORTH



## Lyn Edwards

---

**From:** Michael Lawton <m.lawton@ppentertainmentgroup.com>  
**Sent:** Friday, November 06, 2015 5:10 PM  
**To:** Lyn Edwards  
**Cc:** 'Tim Cormio'  
**Subject:** RE: Message from "RNP0026739C3ED7"

Lyn,

Great talking to you earlier. Here are your power needs for this season:

New Mountain Slide: (3) dedicated 20amp circuits  
Gift Bounce: (1) dedicated 20amp circuit  
Ornament: (2) dedicated 20amp circuits

Please let me know if you need anything additional.

Thanks,  
Mike

**Michael Lawton**  
Tour / Production Manager

Summit Industrial Park  
147 Summit Street Unit #6  
Peabody, MA 01960

T. 800.275.0185

F. 781.231.7954

[www.ppentertainmentgroup.com](http://www.ppentertainmentgroup.com)

**BETTER GAMES. BETTER CHOICES.  
BETTER PARTIES!**



-----Original Message-----

**From:** Lyn Edwards [mailto:[ledwards@leacounty.net](mailto:ledwards@leacounty.net)]  
**Sent:** Friday, November 06, 2015 5:36 PM  
**To:** Mike Lawton  
**Cc:** Tim Cormio  
**Subject:** FW: Message from "RNP0026739C3ED7"

FYI I need to know ETA for the AIE /Perfect Party items for the Lea County event in Lea County New Mexico on Dec 4 - 19.

I am trying to complete art work for the poster and make a schedule for maintenance to help set up on Dec 4.

I also left a message at the 866-979-5266 24 hr manager number.

Thank you, Lyn Edwards

Lyn Edwards  
Director of Community Engagement  
Lea County Government  
575-942-1324 mobile  
[ledwards@leacounty.net](mailto:ledwards@leacounty.net)

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

**RESOLUTION 2015-102**

**RESOLUTION FOR TEMPORARY STREET CLOSURE FOR EVENT**

**WHEREAS**, Lea County has submitted a permit application to the City of Lovington for a temporary closure of a portion of Central Avenue for the annual “Light Up Lea County Event”; and

**WHEREAS**, City policy requires City Commission approval for this closure.

**NOW, THEREFORE, BE IT RESOLVED**, by the Lovington City Commission that the Lea County “Light Up Lea County” street closure permit is approved for the temporary closure of Central Avenue between Main Street and Love Street beginning December 10, 2015 at 8:00 a.m. and ending on December 12, 2015 at 12:00 p.m.

DONE THIS 23<sup>RD</sup> DAY OF NOVEMBER, 2015 at

City of Lovington  
New Mexico

\_\_\_\_\_  
Scotty Gandy, Mayor

ATTEST:

\_\_\_\_\_  
Carol Ann Hogue, City Clerk

**CITY OF LOVINGTON**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: November 23, 2015



TYPE: ☒ RESOLUTION    ☐ ORDINANCE    ☐ PROCLAMATION    ☐ INFORMATION    ☐ OTHER ACTION

**SUBJECT:** Resolution 2015-103: Election Resolution  
**DEPARTMENT:** City Clerk  
**SUBMITTED BY:** Carol Ann Hogue, City Clerk  
**DATE SUBMITTED:** November 17, 2015

**STAFF SUMMARY:**

Resolution 2015-103 provides the notice of the 2016 Municipal Election, to include filing dates, the date of election, absentee voting, early voting, and polling places. Districts 1, 2, and 4 are up for election in 2016.

**FISCAL IMPACT:**

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

(Finance Director)

**ATTACHMENTS:**

Resolution 2015-103

**RECOMMENDATION:**

Motion to approve Resolution 2015-103.

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

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

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

**RESOLUTION 2015-103**

**ELECTION RESOLUTION**

Be it resolved by the governing body of the City of Lovington that:

- A. A regular municipal election for the election of municipal officers shall be held on March 1, 2016. Polls will be open at 7:00 a.m. and close at 7:00 p.m.
- B. At the regular municipal election, person shall be elected to fill the following elective offices:
  - 1. (District # 1) ONE Commissioner for a four-year term.
  - 2. (District # 2) ONE Commissioner for a four-year term.
  - 3. (District # 4) ONE Commissioner for a four-year term.
- C. The five single-member Commissioner Districts heretofore created on June 23, 1988 and modified on November 12, 2001 for the election of Commissioners be continued as established. Said Commissioner Districts being described as follows:

Commissioner District No. 1: That portion of the City which is North of Avenue K between 7<sup>th</sup> Street and Main Street to Avenue I, North of Avenue I between 3<sup>rd</sup> Street and Main Street to Avenue G between 3<sup>rd</sup> Street and Main Street, and East of Main Street to Polk Avenue and North of Polk Avenue between 2<sup>nd</sup> Street and the City limits at Pecan Avenue and including all of the City North of Pecan Avenue.

Commissioner District No. 2: That portion of the City which is North of Avenue I between 3<sup>rd</sup> Street and 7<sup>th</sup> Street to Avenue G and North of Avenue G between Main Street and 7<sup>th</sup> Street to Van Buren Avenue and North of Van Buren Avenue between Main Street and 6<sup>th</sup> Street to Polk Avenue.

Commissioner District No. 3: That portion of the City which is North of Avenue J between 13<sup>th</sup> Street and 7<sup>th</sup> Street to Avenue I, North of Avenue I between 7<sup>th</sup> Street and 11<sup>th</sup> Street to Avenue D, North of Avenue D between 7<sup>th</sup> Street and 9<sup>th</sup> Street to Jefferson Avenue, North of Jefferson Avenue between 7<sup>th</sup> Street and 11<sup>th</sup> Street to Van Buren Avenue, North of Van Buren Avenue between 6<sup>th</sup> Street and 11<sup>th</sup> Street to Polk Avenue and North of Polk Avenue between 2<sup>nd</sup> Street and 9<sup>th</sup> Street to the City limits.

Commissioner District No. 4: That portion of the City which is between Pecan Avenue and Avenue J and West of 11<sup>th</sup> Street, as well as that portion which is North of Birch Avenue to Pecan Avenue and between 9<sup>th</sup> Street and 13<sup>th</sup> Street, that portion which is



between Jefferson Avenue and Avenue D and West of 9<sup>th</sup> Street to 13<sup>th</sup> Street, as well as that portion which is North of Avenue K to Avenue I and West of 13<sup>th</sup> Street.

Commissioner District No. 5: That portion of the City which is South of Avenue K and that portion North of Avenue K and South of Avenue J between 7<sup>th</sup> Street and 13<sup>th</sup> Street.

D. The following location is designated as the polling place for the conduct of the regular municipal election:

1. Voters in District 1 shall vote at Commission Chambers, 214 S. Love Street.
2. Voters in District 2 shall vote at Commission Chambers, 214 S. Love Street.
3. Voters in District 4 shall vote at Commission Chambers, 214 S. Love Street.

E. Absentee Voting. Applications for absentee ballots may be obtained only from the office of the Municipal Clerk. All applications for an absentee ballot must be completed and accepted by the Municipal Clerk prior to 5:00 p.m., February 26, 2016. After 5:00 p.m. on February 26, 2016, all unused absentee ballots will be publicly destroyed by the Municipal Clerk. The Municipal Clerk will accept completed absentee ballots delivered by mail, or in person by the voter casting the absentee ballot, by a member of the voter's immediate family, or by the caregiver to the voter until 7:00 p.m. on March 1, 2016.

Absentee ballots may be marked in person in the office of the Municipal Clerk during the regular hours and days of business, beginning on Tuesday, January 26, 2016 and closing at 5:00 p.m. on Friday, February 26, 2016.

Early Voting. Early voting on paper ballots counted by M100 electronic vote tabulator will be conducted in the office of the Municipal Clerk during the regular hours and days of business, beginning on Wednesday, February 10, 2016 and closing at 5:00 p.m. on Friday, February 26, 2016.

- F. Persons desiring to register to vote at the regular municipal election must register with the County Clerk of Lea County not later than Tuesday, February 2, 2016 at 5:00 p.m., the date on which the County Clerk will close registration books.
- G. All Declarations of Candidacy shall be filed with the Municipal Clerk on Tuesday, January 5, 2016 between the hours of 8:00 a.m. and 5:00 p.m.
- H. The casting of votes by qualified municipal electors shall be recorded on paper ballots to be counted by M100 electronic vote tabulators.

Adopted and Approved this 23<sup>rd</sup> day of November 2015.

SIGNED:

ATTEST:

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Scotty Gandy, Mayor

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Carol Ann Hogue, City Clerk

cc:     Lea County Clerk  
          Secretary of State

Publish: December 1, 2015 and December 17, 2015

Auxiliary aids will be made available upon three working days prior to request.

**RESOLUCION DE LA CIUDAD DE LOVINGTON**

## **EL CONDADO, NEW MEXICO**

### **RESOLUCION 2015-103**

#### **RESOLUCION DE ELECCION**

Sea resuelto por el cuerpo gobernante de la Ciudad de Lovington que:

- A. Una eleccion municipal regular para la eleccion de oficiales municipales se llevara a cabo el 1 de Marzo de 2016. Lugares de votacion estaran abiertas al publico entre las horas de las 7:00 a.m. y las 7:00 p.m.
- B. En la eleccion municipal regular, individuos seran elegidos para ocupar los siguientes cargos electivos:
  - 1. (#1 de distrito) UN Comisionado por un termino de cuatro anos.
  - 2. (#2 de distrito) UN Comisionado por un termino de cuatro anos.
  - 3. (#4 de distrito) UN Comisionado por un termino de cuatro anos.
- C. Los recino solo miembros distritos para Comisionados que fueron creados el 23 de Junio de 1988 y modificado en Noviembre 12, 2001, para la eleccion de comisionados de la ciudad seran continuados. Dichos distritos para Comisionados estan delineados como sigue:

Eleccion distrito #1: Sea la porcion norte de la ciudad de la Avenida K entre septima y calle Main a la calle I, al Norte de la Avenida I entre tercera y calle Main a la Avenida G entre calle tercera y Main, y al este de la calle Main a la Avenida Polk entre segunda y 10 que es de la Ciudad a la Avenida Pecan incluyendo todo el norte de la Avenida Pecan.

Eleccion distrito #2: Sea la porcion norte de la ciudad de la Avenida I entre calle tercera y calle septima a la Avenida Gy al norte de la Avenida G entre calle Main y septima a la calle Van Buren y al norte de la calle Van Buren entre calle Main y calle sexta a la calle Polk.

Eleccion distrito #3: Sea la porcion norte de la ciudad de la Avenida J entre calle 13<sup>th</sup> y calle septima a la Avenida I al norte de la Avenida I entre calle septima y calle 11<sup>th</sup> a la Avenida D, al norte de la Avenida D entre calle septima y calle Novena a la calle Jefferson, norte de la calle Jefferson entre septima y calle 11<sup>th</sup> al la calle Van Buren al norte de la calle Van Buren entre sexta y calle 11<sup>th</sup> a la calle Polk y norte de la calle Polk entre segunda y calle Novena de la

ciudad.

Eleccion distrito #4: Se la porcion de la ciudad que es entre calle Pecan y Avenida J y al este de la calle 11<sup>th</sup>, y la porcion norte de la calle Birch a la calle Pecan y entre novena y calle 13<sup>th</sup>, la porcion que es entre la calle Jefferson y Avenida D y al este de la calle novena a la calle 13<sup>th</sup> y tambien porcion que es norte de la Avenida K y Avenida I y este de la calle 13<sup>th</sup>.

Eleccion distrito #5: Sea la porcion de la ciudad sur de la Avenida K, y la porcion del norte de la Avenida K y al sur de la Avenida J entre septima y calle 13<sup>th</sup>.

D. Las siguientes localidades son designadas como locales para votar para llevar a cabo la eleccion municipal regular:

1. Los votantes en el distrito 1 votaran en Commission Chambers, 214 S. Love Street.
2. Los votantes en el distrito 2 votaran en Commission Chambers, 214 S. Love Street.
3. Los votantes en el distrito 4 votaran en Commission Chambers, 214 S. Love Street.

E. Votacion en Ausencia. Solicitudes para obtener balotas para votar en ausencia pueden ser obtenidas únicamente de la oficina de la Escribana de la Municipalidad. La Escribana de la Municipalidad debe llevar y aceptar todas las solicitudes para obtener una balota para votar en ausencia antes de las 5:00 p.m. el 26 de Febrero de 2016. A partir de las 5:00 p.m. el 26 de Febrero de 2016, la Escribana de la Municipalidad publicamente destruira todas las balotas no utilizados. La Escribana de la Municipalidad aceptara las balotas completadas por el votante que emite su balota, con el fin de votar en ausencia, que se le entregue por correo o en persona, de un miembro de la familia inmediata de la votante, o del conserje al votante hasta las 7:00 p.m. el 1 de Marzo de 2016.

Las balotas para votar en ausencia se pueden marcar en persona en la oficina de la Escribana de la Municipalidad, durante las horas y dias hábiles, empezando el Martes, 26 de Enero de 2016 y terminando a las 5:00 p.m. el Viernes, 26 de Febrero de 2016.

Votacion por Anticipado. El recuento de los votos por anticipado, de papeleta, se llevara a cabo por un tabulador electronico M100 en la oficina de la Escribana de la Municipalidad, durante las horas y dias hábiles, empezando el Miércoles, 10 de Febrero de 2016 y terminando a las 5:00 p.m. el Viernes, 26 de Febrero de 2016.

- F. Las personas que deseen registrarse para votar en la eleccion municipal regular, tienen que registrarse con la Escribana del condado del Lea condado a mas tardar el Martes, 2 de Febrero de 2016 a las 5:00 p.m., la fecha en que la Escribana del Condado cerrara los libros de registro.
- G. Se archivara todas las Declaraciones de Candidatura con la Escribana Municipal el Martes, 5 de Enero de 2016 entre las horas de las 8:00 a.m. y las 5:00 p.m.
- H. Se hara un record de los votos de los electores municipales calificados en papeletas, de las cuales se hara un recuento por tabuladores electronicos M100.

Adoptada y aprobada este dia 23<sup>rd</sup> de Noviembre de 2015.

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Scotty Gandy, Alcalde

Da fe:

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Carol Ann Hogue, Escribana Municipal

cc: Lea County Clerk  
Secretary of State

Publicado: Dia 1 de Diciembre y 17 de Diciembre de 2016.

Ayudantes auxiliares seran disponibles a los tres dias de trabajo antes del aviso del pedido.



**CITY OF LOVINGTON**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: November 23, 2015



TYPE: ☒ RESOLUTION ☐ ORDINANCE ☐ PROCLAMATION ☐ INFORMATION ☐ OTHER ACTION

**SUBJECT:** Resolution 2015-104: Street Closure Permit  
**DEPARTMENT:** Legislative  
**SUBMITTED BY:** David Trujillo, Commissioner District 1  
**DATE SUBMITTED:** November 17, 2015

**STAFF SUMMARY:**

St. Thomas Aquinas Catholic Church has requested to temporary closure of Central Avenue between Main Street and Love Street on May 14, 2016 for the "Flowers of May - Flores de Mayo" event they will be conducting.

Due to its location, approval of this permit requires Commission action.

**FISCAL IMPACT:**

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

(Finance Director)

**ATTACHMENTS:**

Permit Application and site plan  
Resolution 2015-104

**RECOMMENDATION:**

Motion to approve Resolution 2015-104.

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

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



City of Lovington  
Street Event/Block Party Permit Application

**APPLICANT INFORMATION**

Name	ST. THOMAS Aquinas Catholic Church
Street Address	1301 N 9th St
City	LOVington, NM
E-mail	stthomasholyrosary@gmail.com
Mobile Telephone*	575-347-8980
*Applicant must maintain access to this number on the event date	

**STREET EVENT/BLOCK PARTY DESCRIPTION**

Event Name	Flowers of May - Flores de Mayo
Event Date	May 14, 2016
Start Time (including set-up)	07:00
End Time (including clean-up)	2:00 Hours

**Description of event, including proposed street closures:**

- May Spring Fiesta of Gardening Booths
- 4 Food Booths
- Pageant for 18 and under + 18 over (Flower Dress)
- Children games
- Central Plaza street closer between Main + Love Street
- United Culture event.

**Amplified sound or other activity description including the use of inflatable/play equipment:**

- 3 live Bands = Folk music, Country and Spanish.
- 2 inflatables jump only

APPLICANT COMPLIANCE WITH ALL PERMIT TERMS AND CONDITIONS		YES	NO
A.	I have read and agree to fully comply with all of the General Requirements as described in Part I of the Street Event/Block Party Permit Application.	df.	
B.	I have read and agree to fully comply with all of the Operational Requirements as described in Part II of the Street Event/Block Party Permit Application.	df.	
C.	I have read and agree to fully comply with all of the Technical Requirements as described in Part III of the Street Event/Block Party Permit Application.	df.	
D.	I have read and understand the circumstances in which a Street Event/Block Party Permit Application shall not be issued (without City Commission approval) as described in Part IV of the Street Event/Block Party Permit Application	df.	
E.	I have attached proof of residency within the Street Event/Block Party Venue.	df.	
F.	I have attached a computer generated or hand-drawn scaled site map as described in Part III Technical Requirements of the Street Event/Block party Application depicting: <ul style="list-style-type: none"> <li>1. Name and location of street(s) to be closed</li> <li>2. Location of all furniture, activities, or equipment. Any inflatable/play equipment shall be specifically identified.</li> <li>3. Location of emergency access throughout venue</li> </ul>	df.	
G.	I have attached a Street Event/Block Party Resident Petition demonstrating support for the street closure.		df.
F.	I have attached insurance documents consistent with the insurance requirements described in Part III Technical Requirements of the Street Event/Block Party application.	df.	

#### APPLICANT AFFIDAVIT

I, the undersigned, declare upon penalty of perjury that the information contained in the foregoing application and any attachments is true and correct to the best of my knowledge and belief, that I have read, understand and agree to abide by the rules and regulations governing the proposed event and other applicable city, state, and federal codes, laws, policies, and regulations. By applying for a Street Event/Block party Permit I agree and understand that I have the sole responsibility at all times to be knowledgeable about, fully understand, and to meet or exceed all local, state and federal codes, laws, policies and regulations associated with the event. I further understand that knowingly providing false information is cause for the immediate denial of this permit or the suspension of the permit if one has already been issued. I understand in the event of a major incident, my permit may be postponed or terminated for the sake of public safety and welfare (e.g., major crime incident, fire, flood, or any act of God).

I hereby certify the foregoing statements to be true and correct and agree to protect, defend, indemnify and hold harmless the City of Lovington, its officers, employees and agents against any action, demand, claim, loss, injury or liability arising out of or resulting in any way from the requested street event/block party, or from any actions taken, work performed or service provided by Applicant with respect to the use of City property for the purposes described herein. Applicants obligations to indemnify and hold harmless are joint and several, and exclude only such action, demand, claim, loss or liability due to the sole negligence or willful misconduct of City and/or its employees. All of Applicants obligations under this agreement are intended to apply to the fullest extent permitted by law and shall survive the expiration, completion or sooner termination of this Permit. In any action or claim against the City in which Applicant is defending City, City shall have the right to approve legal counsel providing City's defense. I also agree, if approved, to comply with all permit conditions provided by City representatives and understand that failure to comply with any condition or violation of law may result in the immediate cancellation of the street event/block party, fines or penalties as described in the Lovington Municipal Code, and/or criminal prosecution.

Signature of Applicant

Date

11-18-2015

Received By		Date/Time Received	
Street Department Approval		Date	
Fire Department Approval		Date	
Police Department Approval		Date	
City Manager Approval		Date	
Commission Approval (if required)		Date	

Flowers of May  
Flore de Mayo  
Event May 14th

Main Street →

Front of Theater Clear

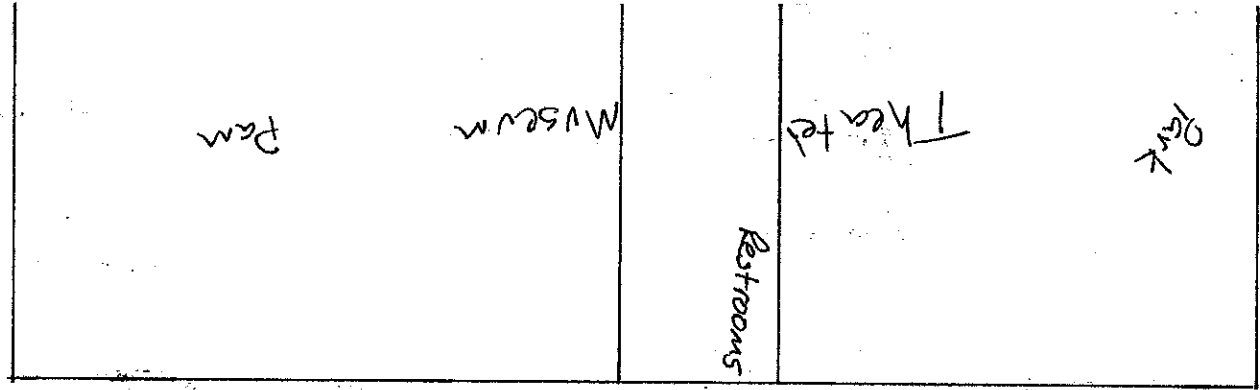
Event Music Stage

Emergency Entrance

Inflatable

- Game Booth
- Game Booth
- Game Booth
- Food Booth
- Food Booth
- Food Booth
- Food Booth
- Food Booth

Court House



- Garden Booth Vendor
- Garden Booth Vendor
- Garden Booth Vendor
- Garden Booth Vendor
- Booth
- Booth

kept clear Area

Emergency Entrance

← Love Street →

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

**RESOLUTION 2015-104**

**RESOLUTION FOR TEMPORARY STREET CLOSURE FOR EVENT**

**WHEREAS**, St. Thomas Aquinas Catholic Church has submitted a permit application to the City of Lovington for a temporary closure of a portion of Central Avenue for the "Flowers of May – Flores de Mayo" Event; and

**WHEREAS**, City policy requires City Commission approval for this closure.

**NOW, THEREFORE, BE IT RESOLVED**, by the Lovington City Commission that the "Flowers of May – Flores de Mayo" street closure permit is approved for the temporary closure of Central Avenue between Main Street and Love Street beginning May 14, 2016 at 7:00 a.m. and ending on May 14, 2016 at 10:00 p.m.

DONE THIS 23<sup>RD</sup> DAY OF NOVEMBER, 2015 at

City of Lovington  
New Mexico

\_\_\_\_\_  
Scotty Gandy, Mayor

ATTEST:

\_\_\_\_\_  
Carol Ann Hogue, City Clerk



**CITY OF LOVINGTON**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: November 23, 2015



TYPE: ☒ RESOLUTION    ☐ ORDINANCE    ☐ PROCLAMATION    ☐ INFORMATION    ☐ OTHER ACTION

**SUBJECT:** Variance - 1101 W. Taylor  
**DEPARTMENT:** Planning and Zoning Commission  
**SUBMITTED BY:**  
**DATE SUBMITTED:** November 10, 2015

**STAFF SUMMARY:**

The owner of the property at 1101 W. Taylor has requested a variance to allow for an accessory dwelling located in a separate garage located on the property. This type of use is prohibited by Lovington Municipal Code. However, State code 3-21-1 F does allow for the creation of multi-generational housing within a single family dwelling district. Multi-generational is defined as any number of persons related by blood, common ancestry, marriage, guardianship, or adoption.

This request was presented to the Lovington Planning and Zoning Commission on November 10, 2015 for consideration of granting a variance to allow for multi-generational housing on this property. No recommendation was given as no motion to approve or deny was provided by the Commission. A copy of the draft minutes from this meeting have been provided for Commission review.

As with all planning and zoning requests, final approval/denial by the City Commission is required. In the event of approval, a Resolution stating such has been prepared.

**FISCAL IMPACT:**

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

(Finance Director)

**ATTACHMENTS:**

Aerial map  
Draft P&Z minutes (11/10/15)  
Resolution for approval

**RECOMMENDATION:**

Deny approval based on:

- Need for variance is self imposed
- Inability to enforce or confirm multi-generational status by City staff
- Question of variance passing to next owner of property and their intended use

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

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





1101 W Taylor Ave

W Taylor Ave

© 2015 Google

Google earth

W Monroe Ave

1996

Imagery Date: 2/13/2014 32°57'11.76" N 103°21'44.17" W elev 3931 ft eye alt 4449 ft



REGULAR MEETING OF THE PLANNING & ZONING COMMISSION  
TUESDAY, NOVEMBER 10, 2015 @ 4:00 P.M.  
HELD IN CITY COMMISSION CHAMBERS, 214 SOUTH LOVE STREET

**PURPOSE OF MEETING:**

- Staff Report on Action Items Approved by City Commission
- Consider Recommendation for Variance to Allow Multi-Generational Housing in the Accessory Dwelling Located at 1101 W. Taylor

**PRESENT:** Chairman Kallie Windsor, Vice Chairman Randy Pettigrew, Members Clint Laughrin, Bobby Kimbro, David Lynch, and Betty Price.

**NOT PRESENT:** Member Abel Cabello

**ALSO PRESENT:** City Attorney Patrick McMahon, Code Enforcement Laura Brock, Fire Marshall Skip Moorhead, Public Works Director Wyatt Duncan and Administrative Assistant Anna Juarez

**CALL TO ORDER:** The meeting was called to order by Chairman Windsor at 4:07 p.m.

**APPROVAL OF AGENDA:** Chairman Windsor called for a motion. Vice Chairman Pettigrew so moved to approve agenda as submitted. Member Laughrin seconded. All Aye, motion was approved.

**APPROVAL OF REGULAR MINUTES OF OCTOBER 13, 2015:** Chairman Windsor called for a motion to approve the regular minutes of October 13, 2015. Member Price so moved. Member Laughrin seconded. All Aye, motion was approved.

**NON-ACTION ITEMS:**

**Staff Report on Action Items Approved by City Commission:** Code Enforcement Brock informed the Members of approval of recommendations, all were approved by City Commission.

- Public Works Director Duncan stated installation of stop signs will begin November 30, 2015 and crosswalks will be repainted as recommended for school zone improvements.
- Code Enforcement Brock informed Members of summary replat Mr. Fierro is modifying 5 lots into 1 lot on South Love.
- Fire Marshall Skip Moorhead stated Hair Salon does have all their permits. Members and Staff discussed concerns with parking on the sidewalk; Police and Code Enforcement will be issuing tickets if customers park on sidewalk.

**ACTION ITEMS:**

**CONSIDER RECOMMENDATION FOR VARIANCE TO ALLOW MULTI-GENERATIONAL HOUSING IN THE ACCESSORY DWELLING LOCATED AT 1101 WEST TAYLOR:** Code Enforcement Brock addressed Board of property owner located at 1101 W Taylor is requesting a variance to be granted to allow for an accessory dwelling located at the back of the property inside the garage. LMC 17.16.020 general use restrictions – prohibits

more than one main building on one lot. Property is located in Zone A; accessory dwelling was an existing use prior to the purchase of the home on August 12, 2014. NMSA 3-21-1 F – Zoning authorities, including zoning authorities of home rule municipalities, shall accommodate multi-generational housing by creating a mechanism to allow up to two kitchens with a single-family zoning district. Code Enforcement Brock stated for members to consider motion to approve a variance to allow for multi-generational housing in the accessory dwelling located at the back of the property inside the garage at 1101 W Taylor. Multi-generation means any numbers of persons related by blood, common ancestry, marriage, guardianship or adoption; if approved all State permits must be on file at the planning and zoning office prior to final approval. Members and Staff discussed State law in reference to multi-generational. Patty Robinson stated she bought property, but bank is not able to appraise property at value due to zoning issue with property having a separate accessory dwelling used as a rental. Vice Chairman Pettigrew stated a variance is requested to sell this property, but City does not know what buyers will be using property for, and that is a huge concern. Code Enforcement Brock stated the City had idea to use Multi-generational as a tool for the variance to allow since it was in existence use. Code Enforcement Brock stated house was built prior to zoning, but not sure when accessory building was built. Code Enforcement stated if it is something of prior use and nobody is using it any longer, one needs to conform to current use; if City wants to allow to be used because it exists, the only way for City to allow it is through multi-generational. Vice Chairman stated his concern with not knowing what the buyer will be using property for if variance is approved. Vice Chairman stated the house to the west has the same situation; Code Enforcement Brock stated if it was prior to zoning there is nothing that can be done; property has not been questioned or ticketed. City Attorney McMahon stated if request of variance is granted and variance is not put into use after a period of time, you lose variance. Property is presently vacant but has been rented since 1990. Member Laughrin asked if variance is approved would the property owner to the west need to ask for a variance; Vice Chairman stated yes, because they are in violation of code. Code Enforcement Brock stated, not if property owner's dwelling was in existence prior to 1971, before zoning went into effect. Members and Staff discussed effect or opportunity of Zone A multi-generational variance. Members and Staff discussed allowing for multi-generational use with variance concerns with multiple water meters, charging commercial water rates, complying with variance, and side yard setbacks. Members and Staff discussed grandfathering use of rental property, comprehensive master plan, reasons for variance request, and single family zoning. If variance is not allowed, accessory dwelling could be used as storage. Chairman Windsor called for motion. Died for lack of motion. Vice Chairman Pettigrew stated variance will be placed in the hands of City Commission on November 23, 2015 at 5:30.

**PUBLIC COMMENT:** None

**OTHER COMMENT:**

- Code Enforcement Brock stated from City Manager Williams, Mayor, Commissioners, and School Superintendent have asked Planning and Zoning Members to consider and review parking in front of the High School limiting parking for 1 hour or less during schools hours, this will force students to use the High School parking lot and comply with license, insurance and other school

requirements. Item will be discussed in December meeting.

- Member Price asked about property on 4<sup>th</sup> and Avenue A; Code Enforcement Brock stated it is completed.
- Chairman Windsor invited everyone to attend Lea County Planning and Zoning scheduled for Friday, November 13, 2015 at 9:30 a.m.

**ADJOURNMENT:**

There being no further business the meeting adjourned at 4:57 p.m.

APPROVED: \_\_\_\_\_

**CHAIRMAN, KALLIE WINDSOR**

ATTEST: \_\_\_\_\_

**VICE CHAIRMAN, RANDY PETTIGREW**



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

**RESOLUTION 2015-\_\_\_\_\_**

**A RESOLUTION APPROVING A VARIANCE FOR MULTI-GENERATIONAL HOUSING AT  
1101 W. TAYLOR**

**WHEREAS**, the owner of the property at 1101 W. Taylor, legally described as Lot 1, Block 4, High School Addition to the City of Lovington, Lea County, New Mexico has requested a variance to allow for multi-generational housing to exist on the described property; and

**WHEREAS**, this request was presented to the Lovington Planning and Zoning Commission at the November 10, 2015 meeting and did not receive a recommendation due to a lack of a motion to recommend approval or denial; and

**WHEREAS**, this request has been presented to the Lovington City Commission for final consideration.

**NOW, THEREFORE, BE IT RESOLVED**, by the Lovington City Commission a variance allowing for multi-generational housing to exist within an existing accessory building on the property located on Lot 1, Block 4, High School Addition to the City of Lovington, Lea County, New Mexico is approved.

DONE THIS 23<sup>RD</sup> DAY OF NOVEMBER, 2015 at

City of Lovington  
New Mexico

\_\_\_\_\_  
Scotty Gandy, Mayor

ATTEST:

\_\_\_\_\_  
Carol Ann Hogue, City Clerk

**CITY OF LOVINGTON**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: November 23, 2015



TYPE: ☐ RESOLUTION ☐ ORDINANCE ☐ PROCLAMATION ☐ INFORMATION ☒ OTHER ACTION

**SUBJECT:** Parks and Recreation Board Appointments  
**DEPARTMENT:** Executive  
**SUBMITTED BY:** James R. Williams, City Manager  
**DATE SUBMITTED:** November 17, 2015

**STAFF SUMMARY:**

The two open positions on the Parks and Recreation Board have been advertised as requested. Both of these positions are for the Youth Representatives who are between the age of 15 and 20.

Staff have received interest from the follow individuals as of the date of preparation of this document:

Giselle Muruato

**FISCAL IMPACT:**

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

(Finance Director)

**ATTACHMENTS:**

**RECOMMENDATION:**

Motion to appoint members to the Parks and Recreation Board.

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

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

**CITY OF LOVINGTON**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: November 23, 2015



TYPE: ☐ RESOLUTION ☐ ORDINANCE ☐ PROCLAMATION ☐ INFORMATION ☒ OTHER ACTION

**SUBJECT:** Award of South Commercial Street Shoulder Repair  
**DEPARTMENT:** Public Works  
**SUBMITTED BY:** Wyatt Duncan, Public Works Director  
**DATE SUBMITTED:** November 17, 2015

**STAFF SUMMARY:**

After the substantial rain events that occurred in September 2014, FEMA has authorized the release of funds to repair what they deemed as new damage to South Commercial Street as a result of the rain event. This project was let for bid as required by procurement code for the repair and replacement of road that is approximately 1900' of the West shoulder of South Commercial, beginning at the Street Yard and terminating at the Sheriff's complex.

Two bids were received by the following contractors:

Constructors', Inc.: \$98,902 (includes GRT and is for replacement of the entire 1900' x 6' shoulder)  
Ramirez and Sons, Inc.: \$59,850 (plus GRT)

**FISCAL IMPACT:**

REVIEWED BY: Gary Lee Chapman  
(Finance Director)

**ATTACHMENTS:**

Bid sheets

**RECOMMENDATION:**

Motion to award bid to Ramirez and Son's, Inc.

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

James R. Williams  
City Manager



City of Lovington

Bid Form

South Commercial Street Shoulder Repair

Project No. SC-1115

DUE DATE: NOVEMBER 16, 2015

NAME OF BIDDER

Constructors, Inc.

ADDRESS

3003 S. Boyd Dr.

Carlsbad, NM 88220

TELEPHONE NO.

575-885-8838

EMAIL

rthompson@ciconstructors.com

BID AMOUNT: \$

98,902.<sup>00</sup>

The City of Lovington reserves the right to waive any irregularities and award, or not award, in the best interests of the City. The City is held harmless and is indemnified for the loss and/or misplacement of bid submittals. The bidder is required to utilize this form. Signature is required and reflects agreement, by the bidder, to the terms of this document.

SIGNATURE OF BIDDER

Mail or deliver to City Hall at 214 S. Love St., Lovington, NM 88260

Deadline: November 16, 2015 by 10:00 A.M.



City of Lovington

Bid Form

South Commercial Street Shoulder Repair

Project No. SC-1115

DUE DATE: NOVEMBER 16, 2015

NAME OF BIDDER Ramirez and Sons Inc.

ADDRESS 3404 N. Enterprise

Hobbs, NM 88240

TELEPHONE NO. 575-492-0480

EMAIL debra@ramirezandsonsinc.com

BID AMOUNT: \$ 59,850.00 (plus GRT)

Addendum No. 1: November 13, 2015

The City of Lovington reserves the right to waive any irregularities and award, or not award, in the best interests of the City. The City is held harmless and is indemnified for the loss and/or misplacement of bid submittals. The bidder is required to utilize this form. Signature is required and reflects agreement, by the bidder, to the terms of this document.

SIGNATURE OF BIDDER 

Alonzo Ramirez III, Vice President

Mail or deliver to City Hall at 214 S. Love St., Lovington, NM 88260

Deadline: November 16, 2015 by 10:00 A.M.



**CITY OF LOVINGTON**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: November 23, 2015



TYPE: ☐ RESOLUTION ☐ ORDINANCE ☐ PROCLAMATION ☐ INFORMATION ☒ OTHER ACTION

SUBJECT: Accounts Payable  
DEPARTMENT: Finance  
SUBMITTED BY: Gary L. Chapman, Finance Director  
DATE SUBMITTED: November 19, 2015

**STAFF SUMMARY:**

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

**FISCAL IMPACT:**

REVIEWED BY: Gary Lee Chapman  
(Finance Director)

See accounts payable detail.

**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 11/1/2015 Through 11/30/2015

101 - General Fund

Vendor Name	Dept Code	Current Balance
3 M Cogent		16.60
Accounting & Consulting Group		16,812.28
After Hours Locksmith		85.45
Amazon		14.73
America Supply, LLC		822.50
Arrowhead Forensic, Inc.		262.20
Atco International		259.00
BeGeo Investment LLC		601.00
Blaine Industrial Supply		506.12
Bob's Thriftway		684.68
Bound Tree Medical, LLC		270.35
Brandon Dew		607.48
Breen Glass Service		290.13
Bruce's Pest Control		235.67
C & S Motor Parts Co.		350.26
Caprock Air Cond/Heating		1,277.59
Center Point Large Print		40.14
Comp-Ray, Inc		69.68
Datamars, Inc		6,945.00
Ecolab Food Safety Specialties		62.80
Eddy Burkett		47.89
EnergyPlex HR Association		180.00
Farmer Brothers Company		241.85
Fernandez Lawn Care		547.16
Forrest Tire Co.		852.02
Gale/Cengage Learning		196.41
Galls/Quartermaster		227.12
Gebo Credit Corporation		72.97
General Welding Supply		685.00
Grey House Publishing		482.00
H & K Pest Control Co.		117.98

City of Lovington (New)  
Summary A/P Ledger - A/P Summary CCMeting - General  
From 11/1/2015 Through 11/30/2015

Higginbotham-Bartlett Co.	2,793.90
High Plains Refrigeration, Inc	128.18
Hobbs News-Sun	300.65
Hospital Services Corporation	138.99
Kaufman's West LLC	950.00
Keith Morwood Enterprises, Inc	514.54
Kleen-Tech Services Corp.	5,489.76
Lea County	42,589.98
Lea County Museum	32.10
Lea County Treasurer	4,192.00
Lookout Books	620.80
Lovington Auto Supply	467.31
Lovington Leader	1,034.94
Lovington Tire Service	417.96
Lovington Veterinary	2,090.00
LWH Fire Extinguisher, LLC	1,434.73
MailFinance	1,015.50
Marker Services, LLC	432.39
Master Plumbers	308.35
Master Printers	741.95
Med-Vet International	826.77
MicroMarketing LLC	1,543.82
National Association School	40.00
New Mexico Jr. College	400.00
NM Compilation Commission	922.00
Noalmark Broadcasting Corp.	320.44
OCLC, Inc.	220.86
P & D Petroleum, Inc	12,338.26
Parkway Cleaners	10.68
Patriot Pipe & Supply LTD	24.98
Pro-Treat Power Equipment	321.56
Professional Ambulance Sales	65.24
Professional Communications	293.73

City of Lovington (New)  
Summary A/P Ledger - A/P Summary CCMeeting - General  
From 11/1/2015 Through 11/30/2015

Qualification Targets Inc	288.04
Ramirez & Sons	876.70
Roberts Oil & Lube	609.24
Smart Apple Media	140.70
Sonice Equipment Co.	104.89
Southwest Polygraph	1,068.12
Staples Advantage	1,701.19
Strong Electric	1,491.17
SWAT, LLC	272.37
SYSCO West Texas, Inc.	970.74
TDS	6.71
TransUnion Risk and Alternativ	25.50
U S Food Service	2,361.69
Unifirst Corp.	592.45
USA Today	293.06
Western Fire Extinguisher	147.90
Windstream Communications, Inc	348.57
Wylie Manufacturing Co.	257.45
Xerox Business Services LLC	2,099.00
Zebas Law Firm	150.00
Zia Consulting, Inc.	<u>1,605.00</u>
Report Balance	<u><u>132,296.92</u></u>

Payee	Transaction Description	Check Amount
Anna Juarez	Finance-Reimb for Candy Halloween on plaza 2015	107.16
AT&T Mobility	Gen-Cell Phone Bill 10/15	2,233.35
Gebo Credit Corporation	Recreation-Tarp	55.96
Gebo Credit Corporation	Vet/Animal Control-Supplies	1,472.37
Kidsplace Designs, LLC	Parks-369 Cu yds of Engineered Wood Mulch	11,713.00

City of Lovington (New)  
Summary A/P Ledger - A/P Summary CCMeting - General  
From 11/1/2015 Through 11/30/2015

Lazy 6 Restaurant	Animal Control-Food for Inmates	82.60
Lea County Electric	Gen-Electric Bill For Sept 2015	21,588.57
Phillips 66 Co.	Gen-Fuel Credit Card 10/15	90.62
Roberts Ranches	Bridlewood Estates Housing	120,000.00
	Incentive Reimb No. 1	
Sam's Club	Police-Sams Club Halloween Candy	1,592.74
Shell Oil Co.	Gen-Fuel Credit Card Police 9/15	20.56
Stanley J. Dimsha	Dimsha Project: Reimb 1401 W Ave	54,000.00
	L-1613 W Ave L	
Staples	Police-Memorex 8x Externa J	59.98
	Pillow	
Visa	VISA JC 7334 9/15-Hyatt Regency	243.80
	Lodging/Fuel NMML J Cobb	
Visa Nw Trvl 7326	Visa Nw Trvl 7326-Vet/Animal	37.43
	Control-Fuel	
Visa Nw Trvl 7326	Visa Nw Trvl 7326-Recreation Ice	98.51
	Cream/Food for Inmates	
Visa Nw Trvl 7326	Visa Nw Trvl 7326 9/15 Fire	185.61
	Fuel/Meals/Hotel J Meyers Socorro	
	Training	
Visa Nw Trvl 7326	Visa Nw Trvl 7326 9/15 Ambulance	123.90
	Hotel/Meals	
Visa	Visa 8621 Org Trv 9/15-	303.67
	Hotel/Meals for M Ramirez Vin	
	Inspection Class/Fuel MVD	
Visa	Visa 8621 Org Trv 9/15-Meals &	288.57
	Fuel for Butcher to Albuq for	
	NMML/Lodging	
visa	Visa 9942 JW 9/15 Home Depot	254.92
	Exit/Emergency Lights and	
	Supplies	
Visa	Visa 9942 JW 9/15-Staples Netgear	447.45
	Wireless N Linksys/Aerial for	
	Mapping/Walmart Screen Cleaner	
Visa	Visa 9942 JW 9/15 Lifeproof I	351.13
	phone Case and Mounting/Lowes	
	Pull Box/Tools/Modular Plugs	
Visa	Visa 9942 JW 9/15-Meals for J	43.32
	Williams/Fuel for Tahoe in Socorro	



City of Lovington (New)  
Summary A/P Ledger - A/P Summary CCMeting - General  
From 11/1/2015 Through 11/30/2015

Visa	Visa 9942 JW 9/15 Hyatt Regency Lodging NMML D Trujillo/Paul Campos	364.82
Visa	Visa JW 9942 9/15-NMML Lodging & Meals, Parking for group/Pappadeaux Seafood/Wecks/Zohra	1,212.65
Visa	Visa JW 9942 9/15-Hayashi NMML Meals for 6 People/CABQ Parking Fee/Hyatt Regency NMML Carol ann	346.02
Visa	Visa 9942 JW 9/15-HomeDepot Purchases	208.40
Visa CAH 9934 9/15-	Visa CAH 9934 9/15 MVD and Finance/Andres Ortega Fuel for Cars	106.91
Visa CAH 9934 9/15-	Visa CAH 9934 9/15-Vet/Animal Control-Scoop/Large With Pan Petsense	53.39
Visa CAH 9934 9/15-	Visa CAH 9934 9/15-Vet/Animal Control-microwave for Trailer/and tools to do repairs	160.10
Visa CAH 9934 9/15-	Visa CAH 9934 9/15-Vet/Animal Control-Scrubs,Cargo Pants	97.53
Visa CAH 9934 9/15-	Visa CAH 9934 9/15-Gen food and Drinks for Inmates working in different departments	575.89
Visa CAH 9934 9/15-	Visa CAH 9934 9/15-Fire Dewalt Saw/Dual Port Charger	232.85
Visa CAH 9934 9/15-	Visa CAH 9934 9/15-Cemetery- Shopko Cleaning Supplies	16.15
Visa CAH 9934 9/15-	Visa CAH 9934 9/15 Ambulance- Norton Anti-Virus Renewal	84.09
Visa CAH 9934 9/15-	Visa 9934 9/15 CAH-Judicial Rental Car/Southwest Flight to Incode Training	598.01
Visa 9280 G Chapman	Visa 9280 G Chapman 9/15 Annual GAAP Update	135.00
Visa 9280 G Chapman	Visa 9280 G Chapman 9/15 Fuel/Parking/Hyatt Regency Lodging NMML G Chapman/ NMML Lodging T Lizardo	433.81
Visa 9280 G Chapman	Visa 9280 G Chapman 9/15 Walmart Mower	356.66
Visa 9280 G Chapman	Visa 9280 G Chapman 9/15- Vet/Animala Control- Meals for Training	47.66

City of Lovington (New)  
Summary A/P Ledger - A/P Summary CCMeting - General  
From 11/1/2015 Through 11/30/2015

Visa 9280 G Chapman	VISA 9280 G Chapman 9/15- Cemetery Tools	383.42
Visa 9306 D Rodriguez	Visa 9306-Police-Vistaprint Miranda business Cards/Home Depot Laser Measure For CID/Amazon	243.62
Visa 9306 D Rodriguez	Visa-9306 Police-Meals in Albuq for NMML D Rodriguez/Carol Ann/CABQ Parking/Hyatt regency D Rodriguez/Meals & Hotel for M Martinez to Alb for Training	465.45
Visa-Fire 9298	Visa-Fire 9298-Background finger prints fee Carl Christensen	44.00
Visa-Fire 9298	Visa-Fire 9298-KFC Lunches for inmates/Domin Pizza Adce/BLM	392.30
Visa-Fire 9298	Visa-Fire 9298-Bobs Cleaning Supplies	19.39
Visa-Fire 9298	Visa-Fire 9298-Eset Smart Security 1230.15 3PCS/Energizer Volt Batteries/Batteries Packs/Maytag Dryer w Service Plan/Tug of War Rope/Amazon FFI & II Books/Lawn Mower with Service Plan/Office Supplies/Apple 60W Magsafe power Adapter	
Windstream	Gen-Phone Bill 10/15	4,702.67
Grand Total		<u><u>360,203.08</u></u>

505 - Water & WasteWater

Vendor Name	Current Balance
A & L Plains Agricultural Lab	300.00
Accounting & Consulting Group	8,660.87
Atco International	1,669.25
B.I.C.I., LLC.	8,702.85
Balar Equipment	2,352.00
Blaine Industrial Supply	110.66
Bob's Thriftway	47.88
C & S Motor Parts Co.	549.84
California Cont. Supplies, Inc	706.68
Cardinal Laboratories	704.96
Certified Laboratories	843.07
Cisco Equipment	1,271.48
Control Design, Inc.	1,175.42
Copies, Inc.	321.99
Culligan Water Conditioning	24.50
Dana Kepner Co.	2,612.00
DPC Industries Inc.	775.96
Farmer Brothers Company	32.38
Forrest Tire Co.	377.54
General Mailing & Shipping	47.06
Haarmeyer Electric	2,898.09
Higginbotham-Bartlett Co.	1,779.89
Hobbs News-Sun	69.23
Hospital Services Corporation	16.44
J & L Equipment	1,132.50
Lovington Auto Supply	138.27
Lovington Leader	81.58
M & R Tire Service, LLC	182.23
MailFinance	1,015.50
Master Printers	2,164.65
Midstate Environmental United	54.13

NMWWA-SE Section	126.00
NXKEM Products	2,070.98
Odessa Pumps & Equipment	3,355.12
P & D Petroleum, Inc	2,316.80
Patriot Pipe & Supply LTD	4.42
Phoenix Enterprises, Inc	1,163.97
Polydyne Inc.	1,008.00
Professional Communications	578.73
Stanley Convergent Security	656.15
Staples Advantage	999.11
Tim's Mobile Glass	342.88
Unifirst Corp.	423.07
USA Bluebook	178.42
Valentine Auto Service	222.73
Vista Control Systems, Inc.	874.00
Report Balance	<u>55,139.28</u>

City of Lovington (New)  
Summary A/P Ledger - A/P Summary CCMeting - Water  
From 11/1/2015 Through 11/30/2015

Payee	Transaction Description	Check Amount
AT&T Mobility	Water-Cell Phone 10/15	840.83
Gebo Credit Corporation	Solid Waste-Gloves	26.77
	Screwdriver Set	
Gebo Credit Corporation	WasteWater-Water	17.94
Lea County Electric	Water-Electric Bill For Sept 2015	24,523.15
New Mexico Rural Water Assn	Water-1 Day Training in Las Vegas NM	75.00
NMED Utility Operator Certifi	WasteWater-NM Certification Exam S Hernandez	30.00
Phillips 66 Co.	Water-Fuel Credit Card 10.15	67.00
State of New Mexico	Solid Waste-Solid Waste Bureau Fees AOC NO SWB 15-30	1,000.00
SWANA-NM Roadrunner Chapter	Solid Waste-Registration for Class/Transfer Station/Misty/Ju	500.00
Utility Operator Certification	Water-Certification Renewal Wyatt Duncan	50.00
Utility Operator Certification	WasteWater-Level I Exam Fee Miguel Astudillo	30.00
Visa	VISA 8621 OR TR 9/15-Meals and Fuel for Training	139.45
Visa	Visa 9942 W 9/15 Meal for Duncan At NMML	129.92
VISA	Visa 9942 W 9/15-Iphone 4S Lifeproof Case/	60.04
Visa	Visa 9934 CAH 9/15 Fuel for Santiago Ortega Vehicle	64.50
Visa	VISA 9934 CAH 9/15-Oak Sink Base/Sink/Sink Faucet/Cabinet Counter Top	498.00
Visa	VISA 9934 CAH 9/15 WasteWater-Lubbock Samples/M meal/Tools from Harbor	289.02
Visa 9280 G Chapman	VISA 9280 GARY 9/15 WATER-Hyatt Regency Lodging NMML Wyatt Duncan	182.41
Waste Management of New Mexico	Solid Waste-Roll-offs Dumping For 9/15	9,663.56
Windstream	Water-Phone Bill 10/15	458.78



City of Lovington (New)  
Summary A/P Ledger - A/P Summary CCMeting - Water  
From 11/1/2015 Through 11/30/2015

Windstream

Wastewater-Phone Line for  
Scada 9/15

60.04

Grand Total

93,845.69