

**REGULAR MEETING OF THE CITY COMMISSION
MONDAY, NOVEMBER 23, 2015 @ 5:30 P.M.
CITY COMMISSION CHAMBERS, 214 S. LOVE STREET**

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

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

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

Invocation: Commissioner Butcher gave the invocation.

Pledge of Allegiance: Commissioner Butcher led the pledge.

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

Approval of the Regular Meeting Minutes of November 9, 2015: Mayor Gandy called for a motion. Commissioner Campos so moved to approve the regular meeting minutes of November 9, 2015; Commissioner Butcher seconded. Roll call was taken: Commissioner Butcher – Yes, Commissioner Campos – Yes, Commissioner Bengé – Yes, Commissioner Trujillo – Yes, and Mayor Gandy – Yes.

COMMISSIONER AND STAFF REPORTS:

- City Manager Williams stated:
 - ½ the playground equipment has arrived, the other ½ should arrive on Wednesday. The construction will begin after the holidays; project will take about 2 weeks to complete depending on weather. Commissioner Bengé asked about cost of \$11,000 for engineered wood mulch; City Manager Williams stated cost is estimated in cost of project and might be replaced possible every fiscal year.
 - In reference to splash pad with vandalism in Hobbs; City of Hobbs stated they have not had issues with vandalism but have had issues with hard water stains on equipment.
 - SeeClickFix the City of Albuquerque stated they have not experienced issues with enormous complaints and concerning issues with staff time, staff will need to do the initial set up phase; request/complaints will be automatically routed to the various departments. City Manager Williams

stated he is still looking at other demos before City has a recommendation before approval.

- Announced Employee Award Banquet is December 3, 2015 at 6 p.m. at the Lovington Youth Center.
- Announced City Hall will be closing at 11:30 on Wednesday, November 25 for the Thanksgiving Holiday.
- Announced Lovington Light Parade is December 10, 2015
- Announced Lea County Light it UP is December 10, 2015
- Announced Chamber bought Christmas Wreath and garland to decorate lights on Avenue D and Main Street.
- Asked Commissioners to attend on December 2, 2015 New Mexico True Tour Workshop at Western Heritage Museum.
- A public hearing for request of a Liquor License from Pizza Hut needs to be scheduled for Tuesday, December 29, 2015 at 5:30 p.m.
- Update on Carol Ann Hogue is doing well; she had issues with electrolyte which has been corrected with medication.

NON-ACTION ITEMS:

Discussion of Memorandum of Agreement for the Operation and Maintenance of the P25 800 MHz Radio System: City Manager Williams informed Commissioners of 2007 Memorandum of Understanding between City of Lovington, Lea County and the City of Hobbs has been updated with 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. City Manager Williams stated MOA 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, and identifies percentage of cost for preventative maintenance agreements as well as specific site repair and monthly operational costs. The annual radio system cost is \$27,250 for the City of Lovington; life expectancy is 10 years. Chief Lizardo stated P25 has expanded capability to talk with dispatch throughout the County. Chief Rodriguez stated he does not have any issues with MOA. City Manager Williams asked Commissioners to review and address any changes or concerns to him, so concerns can be passed along to the County. Discussion only, no action was taken.

ACTION ITEMS:

Consider Approval of Ordinance 540: 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: Mayor Gandy called for a motion. Commissioner Trujillo so moved to consider approval of Ordinance 540: 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; Commissioner Campos seconded. City Manager Williams addressed Commissioners of approval of ordinance 540 allowing the sale of the two lot

parcel of land located at Main and Jefferson to Andres Arreola and Daniel Torres; ordinance has been advertised as required. There being no further discussion, a roll call was taken: Commissioner Campos – Yes, Commissioner Bengé – Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Resolution 2015-99: Approval of Agreement with NMDOT for Washington Avenue Streetscape: Mayor Gandy called for a motion. Commissioner Trujillo so moved to consider Resolution 2015-99: Approval of Agreement with NMDOT for Washington Avenue Streetscape; Commissioner Butcher seconded. City Manager Williams addressed Commissioners of approval of resolution which will authorize the Mayor to execute a grant agreement with NMDOT for the City of Lovington to receive \$20,000 to be used as part of the planning, design, and construction of Washington Avenue between Main Street and Love Street. There being no further discussion, a roll call was taken: Commissioner Bengé – Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Campos – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Resolution 2015-100: Signatory Authority for Sale of Real Property at Main Street and Jefferson: Mayor Gandy called for a motion. Commissioner Campos so moved to consider approving Resolution 2015-100: Signatory Authority for Sale of Real Property at Main Street and Jefferson; Commissioner Butcher seconded. City Manager Williams addressed Commissioners of resolution which will authorize 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. There being no further discussion, a roll call was taken: Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Campos – Yes, Commissioner Bengé – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Resolution 2015-101: Grant of Waiver for Beer and Wine License: Mayor Gandy called for a motion. Commissioner Butcher so moved to consider Resolution 2015-101: Grant of Waiver for Beer and Wine License; Commissioner Trujillo seconded. City Manager Williams addressed Commissioners of approving resolution to allow the operation of a restaurant selling beer and wine by Andres Areola 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 has reviewed this request and has provided a letter of no objection. There being no further discussion, a roll call was taken: Commissioner Butcher – Yes, Commissioner Campos – Yes, Commissioner Bengé – Yes, Commissioner Trujillo – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Resolution 2015-102: Approval of Temporary Street Closure for Light up Lea County, December 10-12, 2015: Mayor Gandy called for a motion. Commissioner Butcher so moved to consider Resolution 2015-102: Approval of Temporary Street Closure for Light up Lea County, December 10-12, 2015; Commissioner Campos

seconded. City Manager Williams addressed Commissioners of request for approval of a Street Event/Block Party permit so the “Light Up Lea County!” event can be held. Lea County is requesting 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. Lyn Edwards, Director of Community Engagement, stated Light up Lea County is held in each community of the county; event is free. Ms. Edward stated event will have an ice castle slide, an artificial ice rink, and bouncers; County has coordinated with Lovington Chamber, Farmers Market and MainStreet. There being no further discussion, a roll call was taken: Commissioner Campos – Yes, Commissioner Bengé – Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Resolution 2015-103: Election Resolution: Mayor Gandy called for a motion. Commissioner Butcher so moved to consider Resolution 2015-103: Election Resolution; Commissioner Trujillo seconded. City Manager Williams addressed Commissioners of approving resolution which provides the notice of the 2016 Municipal Election to include filing dates, the date of election, absentee voting, early voting and polling places for Districts 1, 2, and 4. There being no further discussion, a roll call was taken: Commissioner Bengé – Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Campos – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Resolution 2015-104: Approval of Temporary Street Closure for Flowers of May Celebration, May 14, 2016: Mayor Gandy called for a motion. Commissioner Campos so moved to consider approval of Resolution 2015-104: Approval of Temporary Street Closure for Flowers of May Celebration, May 14, 2016; Commissioner Butcher seconded. City Manager Williams informed Commissioners of request from the Catholic Church to temporary close Central Avenue between Main Street and Love Street. Commissioner Trujillo stated the Catholic Church event will be focused around spring fest in May which will include a pageant, vendors, involve flowers shops, garden techniques and live music. There being no further discussion, a roll call was taken: Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Campos – Yes, Commissioner Bengé – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Resolution Approving Variance for Multi-Generational Housing in the Accessory Dwelling at 1101 W Taylor: Mayor Gandy called for a motion. Commissioner Trujillo so moved to table Resolution Approving Variance for Multi-Generational Housing in the Accessory Dwelling at 1101 W Taylor; Commissioner Bengé seconded. There being no further discussion, a roll call was taken: Commissioner Butcher – Yes, Commissioner Campos – Yes, Commissioner Bengé – Yes, Commissioner Trujillo – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Parks and Recreation Board Appointments: Mayor Gandy called for a motion. Commissioner Camps so moved to consider Parks and Recreation Board Appointments; Commissioner Butcher seconded. City Manager Williams stated positions were

advertised; Giselle Muruato stated interest to the Youth Representative between the age of 15 and 20. Parks and Recreation Vice-Chairman Evelyn Holguin stated she reached out to the Lovington High School; only one young woman, Victoria Garcia a member of the Key Club and a National Honor Student stated interest to serve on the board. Commissioner Campos amended motion to appoint Giselle Muruato and Victoria Garcia to the Parks and Recreation Board; Commissioner Butcher seconded. Parks and Recreation Board term is 3 years and will expire on February of 2018 to replace Lucrecia Rodriguez and Jonathon Rogers. There being no further discussion, a roll call was taken for the amendment: Commissioner Campos – Yes, Commissioner Bengé – Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, and Mayor Gandy – Yes. Motion was approved. A roll call was taken for motion for consideration of Parks and Recreation Board Appointments: Commissioner Bengé – Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Campos – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Award of Bid – Project No. SC-1115: South Commercial Shoulder Repair: Mayor Gandy called for a motion. Commissioner Bengé so moved to consider Award of Bid – Project No. SC-1115: South Commercial Shoulder Repair; Commissioner Butcher seconded. Public Works Director Wyatt Duncan informed Commissioners of shoulder repair on South Commercial; City received two sealed bids from Constructors Inc for \$98,902 (includes GRT and is for replacement of the entire 1900’ x 6’ shoulder) & Ramirez and Sons, Inc. for \$59,850 (plus GRT). The street 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. Public Works Director Duncan stated repair will consist of digging 8 inches to redo base and add 4 inches of asphalt; some sections will be require more than patching. Commissioner Campos asked how the actual bid was advertised; City Manager Williams stated the legal notice requires for interested bidders to go to the website and bid documents state repair and or replacement; project budget was not given. Commissioner Bengé amended motion to award of Bid - Project No. SC-1115: South Commercial Shoulder Repair to Ramirez and Sons, Inc. for the spot repair of the 1900’; Commissioner Butcher seconded. There being no further discussion, a roll call was taken to award RFP SC-1115 to Ramirez and Sons, Inc. in the amount of \$59,850.00: Commissioner Bengé – Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Campos – Yes, and Mayor Gandy – Yes. Motion was approved. A roll call was taken for motion to consider Award of Bid – Project No. SC-1115: South Commercial Shoulder Repair: Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Campos – Yes, Commissioner Bengé – Yes, and Mayor Gandy – Yes. Motion was approved.

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

PUBLIC COMMENT:

Lyn Edwards, Director of Community Engagement, invited Commissioners to attend True Tour from Santa Fe at the Town Hall at 12:30 p.m., December 1, 2015 for a lunch and on December 2, 2015 a workshop for New Mexico's business and growth of tourism will be held at the Western Heritage Museum from 9:00 a.m. to 12:00 p.m.

Andres Arreola thanked Commissioners for giving him an opportunity on sale of property and invited everyone to the new pizzeria in the summer of 2016.

Mayor Gandy & Commissioners wished a Happy Thanksgiving to Community and Staff.

ADJOURNMENT: There being no further business, Mayor Gandy adjourned, the meeting at 6:13 p.m.

APPROVED: _____
SCOTTY GANDY, MAYOR

ATTEST: _____
CAROL ANN HOGUE, CITY CLERK

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 14, 2015



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Employee Recognition
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: December 4, 2015

STAFF SUMMARY:

Staff will be making a presentation regarding employee recognition for years of service.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

ATTACHMENTS:

RECOMMENDATION:

None

Department Head

James R. Williams

City Manager

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 14, 2015



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Health and Wellness Center
DEPARTMENT:
SUBMITTED BY: David Shaw, CEO, Nor Lea Hospital
DATE SUBMITTED: December 7, 2015

STAFF SUMMARY:

David Shaw of Nor Lea Hospital will be presenting a proposed Health and Wellness Center for the City of Lovington. This project would require a partnership between the hospital, City, County, and Schools in order to be successful.

The presentation will review concepts for the center, operating costs, as well as proposed financial commitments.

FISCAL IMPACT:

REVIEWED BY: _____
(Finance Director)

ATTACHMENTS:

RECOMMENDATION:

Direction to staff on how to proceed.

Department Head

James R. Williams

City Manager

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 14, 2015



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Waste Management Presentation
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: December 7, 2015

STAFF SUMMARY:

Waste Management will be present at the Commission meeting to provide information on how they will be addressing service issues, improving communication with the public, and will answer any questions the Commissioners may have.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

ATTACHMENTS:

RECOMMENDATION:

Information only.

Department Head

James R. Williams

City Manager

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 14, 2015



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Discussion of Housing Incentive Program
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: December 4, 2015

STAFF SUMMARY:

RFP 011513 - Housing Production Services is set to expire on December 31, 2015. This program, in a partnership with Lea County, has provided housing developers access to a \$6,000 reimbursement for infrastructure development and installation costs on projects that produce a minimum of 4 new homes.

Staff are requesting Commission discussion and direction regarding this program,

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

ATTACHMENTS:

2013 - 2015 Housing Production Services Program Report

RECOMMENDATION:

Discussion and provide direction to staff.

Department Head

James R. Williams

City Manager

RFP 011513

HOUSING PRODUCTION SERVICES REPORT

DEVELOPER	LOCATION	TOTAL PROJECT COST	TOTAL NUMBER OF UNITS	UNITS COMPLETED	UNITS REMAINING	OUTSTANDING PAYMENT
M&L Development	Sunrise Addition	\$ 108,000	18	16	2	\$ 12,000
M&L Development	Sunrise Addition Phase II	\$ 42,000	7	0	7	\$ 42,000
Goldcreek Homes	West Cottonwood	\$ 75,000	25	25	0	\$ -
Goldcreek Homes	West Jackson	\$ 19,800	6	6	0	\$ -
KM Partners	Lovington Trails	\$ 242,070	64	32	32	\$ 121,035
Dimsha Estates	W. Avenue L	\$ 78,000	13	13	0	\$ 24,000
Roberts Ranches	Bridlewood Estates	\$ 276,000	46	46	0	\$ 156,000
TOTALS		\$ 840,870	179	138	41	\$ 355,035
City Investment		\$ 420,435				
Lea County Investment		\$ 420,435				

Committed Funding Remaining until 12/31/15: \$ 59,130

- Lovington Trails
- West Cottonwood
- Sunrise Addition
- Sunrise Phase II
- West Jackson
- Dimsha Estates
- Bridlewood Estates



CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 14, 2015



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Board Appointments
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: December 2, 2015

STAFF SUMMARY:

Staff have reviewed current terms of members who serve on the Senior Citizen Board, Planning and Zoning Commission, Library Board, as well as the Extraterritorial Zoning Board. Most of the terms listed (on attached list) will expire in January or February 2016. Staff will advertise the upcoming positions and request that interested persons contact City Hall or Commission to indicate their interest in a Board or Commission appointment. The appointments will be presented to Commission at the January 11, 2016 meeting.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

ATTACHMENTS:

List of Expiring Board or Commission Terms

RECOMMENDATION:

Discussion only.

Department Head

James R. Williams

City Manager

City of Lovington
Expiring Board or Commission Appointments

Lovington Senior Citizens Board – 2 year term

Member	Term Expires
Virginia Spears	1/2016
Wilma Kimbell	1/2016
Donna Dean	1/2016
Thomas Griffin	1/2016

Lovington Planning and Zoning Commission – 4 year term

Member	Term Expires
David Lynch	2/2016

Lovington Public Library Board – 5 year term

Member	Term Expires
Susan Bogan (filling unexpired term)	1/2016
Miguel DeLaCruz	2/2016

Lovington Extraterritorial Zoning Board – 1 year term

Member	Term Expires
Randy Pettigrew	2/2016
Betty Price	2/2016
Raymond Moreno	2/2016

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 14, 2015



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Advertisement of Ordinance No. 541
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: December 4, 2015

STAFF SUMMARY:

The Lovington Economic Development Corporation has submitted a request for funding assistance for an economic development project utilizing the LEDA Fund. This project will provide funding for the engagement of a firm to provide a retail market analysis, strategic planning, retail recruitment and development within the City of Lovington. This project would entail a three year commitment from the City and the EDC.

Ordinance No. 541 authorizes the Mayor execute the Project Participation Agreement between the City and the Lovington EDC. Staff are requesting approval to advertise Ordinance No. 541. Final consideration for adoption would occur at the January 25, 2016 Commission Meeting.

FISCAL IMPACT:

REVIEWED BY: Gary Lee Chapman
(Finance Director)

All funding will be provided through the LEDA Fund (Fund 311)
FY 2015 - 2016: \$50,000
FY 2016 - 2017: \$30,000
FY 2017 - 2018: \$30,000

TOTAL COMMITMENT: \$110,000

ATTACHMENTS:

LEDA Balance Sheet, including revenue projections
GRT Report
Ordinance No. 541
Project Participation Agreement
Legal Notice

RECOMMENDATION:

Motion to approve advertisement of Ordinance No. 541

Department Head

James R. Williams
City Manager

Economic Development Fund

Beginning Fund Balance July 1, 2015	\$	896,141.28
2015 - 2016 1/8 Revenues		
July 2015 Distribution	\$	27,842.60
August 2015 Distribution	\$	37,817.28
September 2015 Distribution	\$	28,749.36
9/14/15 LCFA Reimbursement	\$	18,223.47
October 2015 Distribution	\$	27,714.63
November 2015 Distribution	\$	28,829.13
11/23/15 County Reimbursement (Dimsha Housing)	\$	27,000.00
11/23/15 County Reimbursement (Bridlewood Housing)	\$	60,000.00
11/23/15 County Reimbursement (Lovington Trails)	\$	30,258.80
Total Revenues:	\$	286,435.27
Miscellaneous Pending Revenues		
M & L Development (Lea County)	\$	6,000.00
Lovington Trails	\$	90,776.20
Stan Dimsha Housing County Reimbursement	\$	12,000.00
Bridlewood Estates County Reimbursement	\$	78,000.00
Sunrise Addition County Reimbursement	\$	21,000.00
December 2015 - June 2016 Distributions	\$	190,922.00
Pending Revenues	\$	398,698.20
2015 - 2016 Expenditures		
Sonic Systems (Theater Conversion)	\$	59,715.03
CNM Electric (Theater Conversion)	\$	5,521.00
CNM Electric (Theater Conversion)	\$	246.68
KM Partners (Lovington Trails Project)	\$	60,517.60
Stan Dimsha Housing Agreement	\$	54,000.00
Bridlewood Estates Housing Agreement	\$	120,000.00
EDC 1st Quarter Payment	\$	12,500.00
EDC 2nd Quarter Payment	\$	12,500.00
KM Partners (Lovington Trails Project)	\$	60,517.60
Total Expenditures:	\$	385,517.91
Current Liabilities		
Lovington EDC Funding	\$	25,000.00
M & L Development	\$	12,000.00
Lovington Trails	\$	121,034.80
Industrial Park Planning	\$	50,000.00
Stan Dimsha Housing Agreement	\$	24,000.00
Bridlewood Estates	\$	156,000.00
Sunrise Addition Phase II	\$	42,000.00
Total Liabilities	\$	430,034.80
CURRENT AVAILABLE FUNDING:	\$	367,023.84
PROJECTED AVAILABLE FUNDING (JUNE 30, 2016)	\$	765,722.04

Lovington Gross Receipts Tax

	2008 - 2009	2009 - 2010	2010 - 2011	2011 - 2012	2012 - 2013	2013 - 2014	2014 - 2015	2015 - 2016
July	499,659.90	370,513.35	364,408.18	510,397.22	651,928.76	585,343.00	682,164.06	608,671.41
August	587,778.40	396,363.51	455,525.85	590,765.59	718,517.72	750,109.26	718,423.29	839,029.73
September	506,846.61	333,224.83	398,338.18	549,320.84	667,019.62	686,640.56	751,009.89	632,399.69
October	585,486.39	358,266.53	413,682.53	618,886.66	704,778.79	708,150.92	838,011.70	609,558.62
November	539,293.34	331,940.87	455,240.06	630,599.07	683,350.53	736,256.79	677,850.86	638,676.92
December	696,236.02	371,848.96	481,095.86	590,718.06	631,933.46	709,959.57	843,698.11	
January	511,777.57	345,851.02	371,440.60	559,829.14	623,263.05	725,825.80	665,455.26	
February	547,729.35	372,920.38	470,157.08	557,906.27	739,635.84	793,443.82	1,139,324.84	
March	611,961.35	344,065.98	515,578.55	564,996.52	718,432.51	666,957.95	553,370.88	
April	519,128.08	358,040.47	433,073.69	612,609.88	724,406.71	749,051.65	787,081.29	
May	471,905.49	441,809.83	493,288.84	678,736.49	727,556.81	744,016.81	849,737.63	
June	372,616.98	410,518.84	473,141.91	674,787.97	501,998.74	591,972.02	804,685.10	
YTD Total	6,450,419.48	4,435,364.57	5,324,971.33	7,139,553.71	8,092,822.54	8,447,728.15	9,310,812.91	3,328,336.37

Designated Economic Development 1/8% (LEDA)

	2008 - 2009	2009 - 2010	2010 - 2011	2011 - 2012	2012 - 2013	2013 - 2014	2014 - 2015	2015 - 2015
July				23,440.87	28,066.23	26,771.92	31,280.50	27,842.60
August				25,228.69	32,263.56	34,125.08	32,870.48	37,817.28
September			17,931.96	25,136.06	30,689.91	32,048.78	34,271.00	28,749.36
October			18,379.13	28,234.29	31,516.07	32,569.09	38,490.05	27,714.63
November			20,296.64	27,274.34	31,574.20	31,587.10	30,571.90	28,829.13
December			21,740.34	25,506.57	28,990.34	32,465.51	38,165.44	
January			18,093.65	25,105.61	28,398.84	33,144.51	30,338.09	
February			21,393.74	25,855.92	33,590.56	35,572.29	51,440.35	
March			23,414.46	25,995.99	32,173.43	30,127.75	25,376.56	
April			19,793.33	28,067.04	31,410.07	34,306.61	36,012.75	
May			22,717.99	30,717.08	33,121.71	33,573.65	37,808.24	
June			21,639.69	30,692.43	25,989.11	26,967.29	36,806.25	
YTD Total	-	-	205,400.93	321,254.89	367,784.03	383,259.58	423,431.61	150,953.00

TOTAL LEDA COLLECTED TO DATE: 1,852,084.04

ORDINANCE NO. 541

AN ORDINANCE OF THE CITY OF LOVINGTON AUTHORIZING THE EXECUTION OF A PROJECT PARTICIPATION AGREEMENT PROVIDING FUNDING TO THE LOVINGTON ECONOMIC DEVELOPMENT CORPORATION \$110,000 FOR ECONOMIC ASSISTANCE FOR A MARKET RETAIL ANALYSIS, STRATEGIC PLANNING, RETAIL RECRUITMENT AND DEVELOPMENT

WHEREAS, pursuant to the Local Economic Development Act, NMSA 1978 §§ 5-10-1 through 5-10-13, (LEDA), the City adopted the Ordinance #495, authorizing the City to consider applications for economic development assistance, to include cultural facilities; and

WHEREAS, the Lovington Economic Development Corporation project meets the requirements for economic assistance and is a qualified entity as stated in Ordinance No. 495; and

WHEREAS, the City of Lovington City Commission wishes to enter into an agreement with the Lovington Economic Development Corporation, in the form of a Project Participation Agreement, as provided for in Ordinance No. 495.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LOVINGTON, NEW MEXICO:

Section 1. That the Mayor is authorized to execute on behalf of the Lovington City Commission an Project Participation Agreement with the Lovington Economic Development Corporation that will provide funding in an amount not to exceed \$110,000 over three years.

Section 2. Repealer. All ordinances or parts of ordinances or provisions of the City of Lovington Code in conflict or inconsistent herewith be, and the same hereby are repealed to the extent only of such conflict or inconsistency, and as to all other ordinances, this ordinance is hereby made cumulative. This repealer shall not be construed to revive any ordinance or parts of any ordinance heretofore repealed.

Section 3. Severability. If any section, paragraph, clause or provision of this ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

Section 4. Effective date. This ordinance shall be effective thirty days after publication.

PASSED, ADOPTED, AND APPROVED this 25th day of January, 2016.

SCOTTY GANDY, MAYOR

ATTEST:

CAROL ANN HOGUE, CITY CLERK

PROJECT PARTICIPATION AGREEMENT

This Agreement is entered into on this ____ day of _____, 2016 by and between the City of Lovington, New Mexico, a municipal corporation (hereinafter referred to as "City") and the Lovington Economic Development Corporation (hereinafter "EDC").

1. Recitals

- A. Pursuant to the Local Economic Development Act, NMSA 1978, §§ 5-10-1 through 5-10-13, (LEDA); the City adopted the Ordinance No. 495 (LEDA Ordinance), authorizing the City of Lovington to consider applications for economic assistance.
- B. The EDC has submitted a request for project assistance through the Local Economic Development Act (LEDA) Program. In the request, the EDC has proposed the project provide for the engagement of a firm to provide a retail market analysis, strategic planning, retail recruitment and development. This project will require, at a minimum, a three-year financial commitment.
- C. The City has adopted Ordinance No. 541 finding that the EDC is a qualifying entity as defined in Section 5-10-3 (G) NMSA 1978 and approving this Project Participation Agreement (this agreement) as meeting the requirements of LEDA.

2. Contribution by Lovington Economic Development Corporation

- A. This project will, at a minimum, result in the creation of three (3) new businesses and a minimum of twelve (12) full time jobs directly employed by one or all of the new businesses located within the City of Lovington, New Mexico within three (3) years of execution of this project participation agreement.

3. Contribution by City of Lovington

- A. The City will provide funding through the Local Option Gross Receipts Tax (LOGRT) Fund in an amount not to exceed \$110,000 over three years. Funding disbursements will occur in the following manner:
 - 1. FY 2015 – 2016: \$50,000
 - 2. FY 2016 – 2017: \$30,000
 - 3. FY 2017 – 2018: \$30,000

4. Review

The City will review the project timeline, progress, and job creation annually until the end of the third year of this agreement. Job creation will be supported by reports and documentation from the New Mexico Department of Workforce Solutions

demonstrating the headcount of the jobs created since the start of the new businesses created. The new business creation will be supported by reports and documentation from the Office of the City Clerk.

5. Amendments

This agreement may be amended or modified, and the performance by any part of its obligations hereunder may be waived, only in a written instrument duly executed by the City and the EDC.

6. Term of Participation Agreement

This agreement will be effective upon execution of the agreement and terminate at the end of the third year of the project.

7. Hold Harmless

A. The EDC shall indemnify, defend, and hold harmless the City, its employees, agents, officers and officials from any and all claims, demands, losses, causes of action, costs, expenses, and liability of any nature whatsoever, including court costs, attorney's fees, and any expenses incurred in enforcing this provision, which may result from, arise out of, be related to, or in any way be connected with the City of Lovington providing financial assistance to the EDC; provided, however, that nothing shall be construed to require or obligate the EDC to indemnify the City of Lovington against or hold the City harmless from the City's own negligent acts or omissions.

8. Governing Law and Provisions

A. This Agreement shall be governed by the laws of the State of New Mexico. Jurisdiction and venue relating to any litigation or dispute arising out of this Agreement shall be in the District Court of Lea County, New Mexico, only. If any part of this contract shall be deemed in violation of the laws or Constitution of New Mexico, only such part thereof shall be thereby invalidated, and all other parts hereof shall remain valid and enforceable.

B. If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by another party in enforcing any covenant or provision of this Agreement, including the expenses of in house counsel.

9. Entire Agreement

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

City of Lovington

Lovington Economic Development Corporation

By: Scotty Gandy, Mayor

By: Randall Pettigrew, President

ATTEST:

APPROVED AS TO FORM:

Carol Ann Hogue, City Clerk

Patrick McMahon, City Attorney

LEGAL NOTICE

ORDINANCE NO. 541

Notice is hereby given that the City of Lovington will consider the following captioned ordinance at its regular meeting on January 25, 2016 at 5:30 p.m. in the Commission Chambers of Lovington City Hall, 214 S. Love Street, Lovington, New Mexico to wit:

An Ordinance of the City of Lovington authorizing the execution of an project participation agreement with the Lovington Economic Development Corporation to provide \$110,000 in funding over the next three years for a project that will engage a firm to provide a retail market analysis, strategic planning, and retail recruitment and development within the City of Lovington.

The Proposed Ordinance may be examined by any interested person during regular business hours at the office of the City Clerk at City Hall or on the City website at www.lovington.org. A copy of the Proposed Ordinance will be provided upon payment of a reasonable charge.

Carol Ann Hogue, City Clerk

City of Lovington

Published in the Lovington Leader December 17, 2015

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 14, 2015



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Amendment of Resolution 2014-103
DEPARTMENT: City Clerk
SUBMITTED BY: Carol Ann Hogue, City Clerk
DATE SUBMITTED: December 7, 2015

STAFF SUMMARY:

Staff are requesting an amendment to Resolution 2014-103 that was previously adopted by the City Commission on November 23, 2015. The amendment will only remove the the model of the "electronic vote tabulator" as listed in item H. In addition, the amended Resolution will have a new adoption date of December 14, 2015.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

ATTACHMENTS:

Resolution 2015-103 Amended

RECOMMENDATION:

Motion to amend 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 AMENDED

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 7th Street and Main Street to Avenue I, North of Avenue I between 3rd Street and Main Street to Avenue G between 3rd Street and Main Street, and East of Main Street to Polk Avenue and North of Polk Avenue between 2nd 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 3rd Street and 7th Street to Avenue G and North of Avenue G between Main Street and 7th Street to Van Buren Avenue and North of Van Buren Avenue between Main Street and 6th Street to Polk Avenue.

Commissioner District No. 3: That portion of the City which is North of Avenue J between 13th Street and 7th Street to Avenue I, North of Avenue I between 7th Street and 11th Street to Avenue D, North of Avenue D between 7th Street and 9th Street to Jefferson Avenue, North of Jefferson Avenue between 7th Street and 11th Street to Van Buren Avenue, North of Van Buren Avenue between 6th Street and 11th Street to Polk Avenue and North of Polk Avenue between 2nd Street and 9th 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 11th Street, as well as that portion which is North of Birch Avenue to Pecan Avenue and between 9th Street and 13th Street, that portion which is

between Jefferson Avenue and Avenue D and West of 9th Street to 13th Street, as well as that portion which is North of Avenue K to Avenue I and West of 13th 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 7th Street and 13th 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 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 electronic vote tabulators.

Adopted and Approved this 14th day of December 2015.

SIGNED:

ATTEST:

Scotty Gandy, Mayor

Carol Ann Hogue, City Clerk

cc: Lea County Clerk
 Secretary of State

Publish: December 17, 2015 and December 24, 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 ENMENDADA

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 13th y calle septima a la Avenida I al norte de la Avenida I entre calle septima y calle 11th 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 11th al la calle Van Buren al norte de la calle Van Buren entre sexta y calle

11th 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 11th, y la porcion norte de la calle Birch a la calle Pecan y entre novena y calle 13th, la porcion que es entre la calle Jefferson y Avenida D y al este de la calle novena a la calle 13th y tambien porcion que es norte de la Avenida K y Avenida I y este de la calle 13th.

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 13th.

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 destruiara 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 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.

Adoptada y aprobada este dia 14th de Diciembre de 2015.

Scotty Gandy, Alcalde

Da fe:

Carol Ann Hogue, Escribana Municipal

cc: Lea County Clerk
Secretary of State

Publicado: Dia 17 de Diciembre y 24 de Diciembre de 2016.

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

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 14, 2015



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Resolution 2015-105: NMFA Planning Grant
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: December 2, 2015

STAFF SUMMARY:

Resolution 2015-105 will authorize the "Execution and Delivery" of the NMFA Local Government Planning Grant that was utilized to develop the 2015 City of Lovington Comprehensive Plan. The provided documents will effectively close out the grant with NMFA.

FISCAL IMPACT:

REVIEWED BY: Gary Lee Chapman
(Finance Director)

\$50,000 reimbursement received from this grant for the project.

ATTACHMENTS:

Resolution 2015-105
Grant Agreement
Certificate of Grantee

RECOMMENDATION:

Motion to approve Resolution 2015-105

Department Head

James R. Williams
City Manager

**CITY OF LOVINGTON
RESOLUTION NO. 2015-105**

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOCAL GOVERNMENT PLANNING GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), AND CITY OF LOVINGTON (THE "GRANTEE"), IN THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000) EVIDENCING AN OBLIGATION OF THE GRANTEE TO UTILIZE THE GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF LEDA/COMPREHENSIVE PLAN, AND SOLELY IN THE MANNER DESCRIBED IN THE GRANT AGREEMENT; CERTIFYING THAT THE GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of the Resolution unless the context requires otherwise.

WHEREAS, the Grantee is a political subdivision of the State, being a legally and regularly created, established, organized and existing incorporated municipality under the general laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended; and

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the Finance Authority's Rules Governing the Local Government Planning Fund and NMSA 1978, § 6-21-6.4, as amended; and

WHEREAS, the Governing Body hereby determines that the Project may be financed with amounts granted pursuant to the Grant Agreement, that the Grant Amount, together with and other moneys available to the Grantee, is sufficient to complete the Project, and that it is in the best interest of the Grantee and the public it serves that the Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Grant Agreement, accept the Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and a Planning Document must be completed within one (1) year from the Closing

Date, or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund; and

WHEREAS, the Grant Agreement shall not constitute a general obligation of the Grantee or a debt of pledge of the faith and credit of the Grantee, the Finance Authority or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Resolution and the form of the Grant Agreement which is incorporated by reference and made a part hereof; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Grant Amount for the purposes described and according to the restrictions set forth in the Grant Agreement; and (ii) the authorization, execution and delivery of the Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF LOVINGTON, NEW MEXICO:

Section 1. Definitions. A Definitions. All terms used herein have the same definition as contained in the draft Grant Agreement, dated December 18, 2015.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Grantee and officers of the Grantee, directed toward the Project and the execution and delivery of the Grant Agreement, shall be and the same hereby is ratified, approved and confirmed.

Section 3. Authorization of the Project and the Grant Agreement. The Project and the method of funding the Project through execution and delivery of the Grant Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Grantee and the public it serves.

Section 4. Findings. The Governing Body on behalf of the Grantee hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to land use, housing conditions, infrastructure, economic development, transportation, and open space use.

B. The costs of the Project are beyond the local control and resources of the Grantee.

C. The Project and the execution and delivery of the Grant Agreement pursuant to the Act to provide funds for the financing of the Project are in the interest of the public health, safety and welfare of the public served by the Grantee.

D. The Grantee will perform (or cause to be performed) the Project with the proceeds of the Planning Grant, and will utilize the Project for the purposes set forth in the Grant Agreement.

E. The Grantee will forfeit the Planning Grant if the Grantee fails to utilize the Grant Amount within one (1) year of the Closing Date.

Section 5. Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of a majority of a quorum of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Grantee and performing the Project, it is hereby declared necessary that the Grantee execute and deliver the Grant Agreement evidencing the Grantee's acceptance of the Grant Amount of Fifty Thousand Dollars (\$50,000) to be utilized solely for the Project and solely in the manner and according to the restrictions set forth in the Grant Agreement, the execution and delivery of which are hereby authorized. The Grantee shall use the proceeds of the Grant to finance the performance of the Project. The Project will be owned by the Grantee and will be utilized by the Grantee as set forth in the Grant Agreement.

B. Detail. The Grant Agreement shall be in substantially the form of the Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of Fifty Thousand Dollars (\$50,000).

Section 6. Approval of Grant Agreement. The form of the Grant Agreement as presented at the meeting of the Governing Body at which this Resolution was adopted is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Grant Agreement with such changes, insertions, and deletions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to affix the seal of the Grantee on the Grant Agreement and attest the same. The execution of the Grant Agreement shall be conclusive evidence of such approval.

Section 7. Disposition of Proceeds; Completion of Acquisition of the Project.

A. Grant Account. The Grantee hereby consents to creation of the Grant Account by the Finance Authority and approves of the deposit of the Grant Amount into the Grant Account. Until the Completion Date, the money in the Grant Account shall be used and paid out solely for the purpose of the Project in compliance with applicable law and the provisions of the Grant Agreement.

B. Completion of Acquisition of the Project. The Grantee shall proceed to acquire and complete the Project with all due diligence. Upon the Completion Date, the Grantee shall execute a certificate substantially in the form attached as Exhibit "C" to the Grant Agreement stating that acquisition of and payment for the Project have been completed. As soon as practicable and, in any event, not more than sixty (60) days after the Completion Date, any

balance remaining in the Grant Account shall be transferred and returned to the Local Government Planning Grant Fund.

C. Finance Authority Not Responsible. The Finance Authority shall in no manner be responsible for the application or disposal by the Grantee or by the officers of the Grantee of the funds derived from the Grant Agreement or of any other funds held by or made available to the Grantee's in connection with use of the Project.

Section 8. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Grant Agreement, and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Grant Agreement, including, but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Grant Agreement.

Section 9. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Grantee of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 10. Resolution Irrepealable. After the Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations of the Grantee under the Grant Agreement shall be fully discharged, as herein provided.

Section 11. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 12. Repealer Clause. All bylaws, orders, resolutions, ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 13. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Grantee kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

[Signature page follows.]

Section 14. Execution of Agreements. The City of Lovington through its Governing Body agrees to authorize and execute all such agreements with the Finance Authority as are necessary to consummate the Grant contemplated herein and consistent with the terms and conditions attached hereto.

PASSED, APPROVED AND ADOPTED THIS 14th DAY OF DECEMBER, 2015.

CITY OF LOVINGTON

By _____
Scotty Gandy, Mayor

[SEAL]

ATTEST:

By _____
Carol Ann Hogue, City Clerk

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member _____.

The motion to adopt said Resolution, upon being put to a vote was passed and adopted on the following recorded vote:

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

_____ (___) members of the Governing Body having voted in favor of said motion, the Mayor declared said motion carried and said Resolution adopted, whereupon the Mayor and the City Clerk signed the Resolution upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Resolution, the meeting on motion duly made, seconded and carried, was adjourned.

[Signature page follows.]

CITY OF LOVINGTON

By _____
Scotty Gandy, Mayor

[SEAL]

ATTEST:

By _____
Carol Ann Hogue, City Clerk

[Remainder of page intentionally left blank.]

EXHIBIT “A”

Notice of Meeting

\$50,000

PLANNING GRANT AGREEMENT

dated

December 18, 2015

by and between

NEW MEXICO FINANCE AUTHORITY

and

CITY OF LOVINGTON

PLANNING GRANT AGREEMENT

THIS PLANNING GRANT AGREEMENT (the “Grant agreement”), dated December 14, 2015, is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the “Finance Authority”) and the CITY OF LOVINGTON (the “Grantee”).

WITNESSETH:

WHEREAS, the Finance Authority is a public body politic and corporate, separate and apart from the State of New Mexico (the “State”), constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978 §§ 6-21-1 through 6-21-31, as amended, (the “New Mexico Finance Authority Act”); and

WHEREAS, NMSA 1978, § 6-21-6.4, as amended, creates the Local Government Planning Fund to be administered by the Finance Authority to make Grants to qualified entities to develop economic development plans and pay administrative costs of the local government planning fund program; and

WHEREAS, Grantee is a political subdivision of the State, being a legally and regularly created, established, organized and existing incorporated municipality under the general laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended; and

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the Finance Authority’s Rules and NMSA 1978, § 6-21-6.4, as amended; and

WHEREAS, the Grantee has applied to the Finance Authority for Planning Grant (as defined below) funding and has determined that it is in the best interest of the Grantee and the public it serves that the Grantee enter into this Grant Agreement with the Finance Authority and accept a grant in the amount of Fifty Thousand Dollars (\$50,000) from the Finance Authority to carry out the Project, as more fully described in Exhibit “A” attached hereto; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and the Planning Documents must be completed within one (1) year from the Closing Date, or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund; and

WHEREAS, the Grantee shall report at least semi-annually to the Finance Authority on the status of the economic development project identified in the Planning Document consisting of a LEDA/Comprehensive Plan; and

WHEREAS, the Grantee is prepared to perform all its obligations and to observe and obey all restrictions on the use of the Grant set forth in this Grant Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual promises and covenants contained herein, the parties hereto agree:

ARTICLE I: DEFINITIONS

As used in this Agreement, including the foregoing recitals, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Agreement Term” means the term of this Grant Agreement as provided under Article III of this Grant Agreement.

“Authorized Officers” means in the case of the Grantee the Mayor, City Manager, and City Clerk of the Governing Body, and in the case of the Finance Authority the Chairperson, Vice-Chairperson and Secretary of the Board of Directors and the Chief Executive Officer, or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer.

“Closing Date” means the date of execution, delivery and funding of this Grant Agreement.

“Event of Default” means one or more events of default as defined in Article IX of this Grant Agreement.

“Finance Authority” means the New Mexico Finance Authority.

“Force Majeure” means any act of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes, lockouts or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party’s control.

“Governing Body” means the City Commission of the Grantee, or any future governing body of the Grantee.

“Grant or Grant Amount” means the sum of Fifty Thousand Dollars (\$50,000).

“Grant Account” means the account in the name of the Grantee established pursuant to this Grant Agreement and held by the Finance Authority for deposit of the Grant Amount for disbursement to the Grantee for payment of the costs of the Project.

“Grant Agreement” means this grant agreement and any amendments or supplements hereto, including the Exhibits attached hereto.

“Grantee” means the City of Lovington, Lea County, New Mexico.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove,” “hereafter” and similar words refer to this entire Grant Agreement and not solely to the particular section or paragraph of this Grant Agreement in which such word is used.

“Local Government Planning Fund” means the fund of the same name created pursuant to the Act and held and administered by the Finance Authority.

“Local Match” means \$0.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

“Planning Document” means a written document in the form of a LEDA/Comprehensive Plan, created for the purpose of evaluating and estimating the costs of alternatives to meet the Grantee’s public project needs, namely an examination of land use, housing conditions, infrastructure, economic development, transportation, and open space use.

“Planning Grant” or “Grant” means the amount provided to the Grantee pursuant to the Grant Agreement for the purpose of funding the Project, and is equal to the Grant Amount.

“Policy” or “Policies” means the New Mexico Finance Authority Local Government Planning Fund Project Management Policies.

“Project” means the preparation of the Planning Document as more particularly described in Exhibit “A” hereto.

“Resolution” means the Grantee’s Resolution No. 2015-105 adopted on December 14, 2015, authorizing the Grantee’s acceptance of the terms and conditions of this Grant Agreement.

“Rules” mean the Rules governing the Local Government Planning Fund as adopted by the Board of Directors of the Finance Authority, as amended and supplemented from time to time.

ARTICLE II: REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.1. Representations, Warranties and Covenants of the Grantee. The Grantee represents, warrants and covenants as follows:

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Grantee contained in this Grant Agreement and the Resolution shall be deemed to be the covenants, stipulations, obligations and agreements of the Grantee to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Grantee and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreement shall be transferred by or in accordance with law. Except as otherwise provided in this Grant Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Grantee by the provisions of this Grant Agreement and the Resolution shall be exercised or

performed by the Grantee or by such residents, officers, or officials of the Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Personal Liability. No covenant, stipulation, obligation or agreement contained in this Grant Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the Grantee or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer executing this Grant Agreement shall be liable personally on this Grant Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

(c) Authorization of Grant Agreement. The Grantee is a political subdivision of the State, being a legally and regularly created, established, organized and existing incorporated municipality under the general laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended. Pursuant to the laws of the State, as amended and supplemented from time to time, the Grantee is authorized to enter into the transactions contemplated by this Grant Agreement and to carry out its obligations hereunder. The Grantee has duly authorized and approved the execution and delivery of this Grant Agreement and the other documents related to the transaction.

(d) Use of Grant Agreement Proceeds. The Grantee shall apply the proceeds of the Grant solely to the acquisition and completion of the Project, shall not use the Grant proceeds for any other purpose, and shall comply with all applicable ordinances and regulations, if any, and any and all applicable laws relating to the Project. The Grantee shall immediately apply all Grant proceeds disbursed to it toward the Project. The Grantee shall use the Grant proceeds and complete the Planning Document within one (1) year of the Closing Date or shall forfeit the full amount of the Grant.

(e) Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Grantee.

(f) Completion of Project. The Project will consist of the preparation of the Planning Document to examine land use, housing conditions, infrastructure, economic development, transportation, and open space use, and will be completed so as to comply with all applicable ordinances and regulations, if any, and any and all applicable laws, rules, and regulations of the State relating to the acquisition and completion of the Project and to the use of the Grant proceeds. If requested by the Finance Authority, the Grantee will allow the New Mexico Economic Development Department or other appropriate agency of the State, or the Finance Authority to assist with completion of the Project and to review the Project as completed to assure compliance with applicable laws, rules and regulations of the State. The completed Planning Document must be in a form acceptable to and approved by the Finance Authority, in its sole discretion.

(g) Necessity of Project. The completion of the Project under the terms and conditions provided in this Grant Agreement is necessary, convenient and in furtherance of the governmental purposes of the Grantee and is in the best interest of the Grantee and the public it serves.

(h) Legal, Valid and Binding Obligation. The Grantee has taken all required action necessary to authorize the execution and delivery of this Grant Agreement and this Grant Agreement constitutes a legal agreement of the Grantee enforceable in accordance with its terms.

(i) Benefit to Grantee. The Project will at all times be used for the purpose of benefiting the Grantee and the public it serves as a whole.

(j) Grant Amount Does Not Exceed Project Cost. The Grant Amount as provided herein does not exceed the cost of the Project.

(k) No Breach or Default Caused by Grant Agreement. Neither the execution and delivery of this Grant Agreement, nor the fulfillment of or compliance with the terms and conditions in this Grant Agreement, nor the consummation of the transactions contemplated herein conflicts with or results in a breach of any terms, conditions or provisions of, or any restrictions contained in, any agreement or instrument to which the Grantee is a party or by which the Grantee is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(l) Irrevocability of Grant Agreement. The terms of this Grant Agreement shall be irrevocable until the Project has been fully acquired and completed, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Grant Agreement in a manner not permitted or contemplated by the terms hereof.

(m) No Litigation. To the best knowledge of the Grantee, no litigation or proceeding is pending or threatened against the Grantee or any other person affecting the right of the Grantee to execute this Grant Agreement or to comply with its obligations under this Grant Agreement. Neither the execution of this Grant Agreement by the Grantee nor compliance by the Grantee with the obligations hereunder requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(n) Occurrence of Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Grant Agreement, would constitute an Event of Default on the part of the Grantee hereunder.

(o) Grantee's Existence. The Grantee will maintain its legal identity and existence for the Agreement Term, unless another political subdivision by operation of law succeeds to the liabilities, rights, and duties of the Grantee without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(p) Reports to Finance Authority. The Grantee shall report at least semi-annually to the Finance Authority on the status of the Planning Document.

(q) Records. The Grantee shall properly maintain separate project accounts in accordance with generally accepted accounting principles and conduct an annual audit or review of the Grantee's financial records related to the Project.

Section 2.2. Representations, Warranties and Covenants of the Finance Authority. The Finance Authority represents, warrants and covenants as follows:

(a) The Finance Authority is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality duly organized, existing and in good standing under the laws of the State, has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Grant Agreement and, by proper action, has duly authorized the execution and delivery of this Grant Agreement.

(b) This Agreement constitutes a legal, valid and binding obligation of the Finance Authority enforceable in accordance with its terms.

ARTICLE III: AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate upon the earliest of the following events: a determination by the Finance Authority that (a) the Grantee is unable to proceed with the Project for the foreseeable future or has failed to commence the Project in a reasonably timely manner, (b) the Grant or any portion thereof is not necessary for the Project (in which case the Grant Amount may be modified by the Finance Authority) or (c) the Grantee has failed to utilize the Planning Grant to complete the Planning Document within one year of the Closing Date.

ARTICLE IV: GRANT; APPLICATION OF MONEYS

On the Closing Date, the Finance Authority shall transfer the amount shown on Exhibit "A" into the Grant Account to be disbursed by the Finance Authority pursuant to Section 6.2 of this Grant Agreement at the direction of the Grantee, as needed by the Grantee to acquire and complete the Project.

ARTICLE V: GRANT TO THE GRANTEE

Section 5.1. Grant to the Grantee. The Finance Authority hereby grants and the Grantee hereby accepts an amount equal to the Grant Amount. The Finance Authority shall establish and maintain, on behalf of the Grantee, a Grant Account, which Grant Account shall be kept separate and apart from all other accounts of the Finance Authority. The Grantee hereby pledges to the Finance Authority all its rights, title and interest in the funds held in the Grant Account for the purpose of securing the Grantee's obligations under this Grant Agreement. Funds in the Grant Account shall be disbursed as provided in Sections 6.2 and 6.3 hereof.

Section 5.2. No General Obligation. No provision of this Grant Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.3. Investment of Moneys in Grant Account. Money on deposit in the Grant Account may be invested by the Finance Authority for the credit of the Local Government Planning Fund.

ARTICLE VI: THE PROJECT

Section 6.1. Agreement to Acquire and Complete the Project. The Grantee hereby agrees that in order to effectuate the purposes of this Grant Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire and complete the Project lawfully, efficiently and within one (1) year of the Closing Date.

Section 6.2. Disbursements from the Grant Account. So long as no Event of Default shall occur, the Finance Authority shall disburse moneys from the Grant Account, either to the Grantee or to vendors and contractors, as determined by the Finance Authority in its sole discretion, upon receipt by the Finance Authority of a requisition substantially in the form of Exhibit "B" attached hereto signed by an Authorized Officer of the Grantee, supported by certification by the Grantee's project architect, engineer, or other such authorized representative of the Grantee acceptable to the Finance Authority that the amount of the disbursement request represents the progress of completion, acquisition or other Project related activities accomplished as of the date of the disbursement request. The Grantee shall provide such records or access to the Project as the Finance Authority, in its sole discretion, may request in connection with the approval of the Grantee's disbursement requests made hereunder. No disbursement from the Grant Account may be made without receipt of evidence of the Local Match.

Section 6.3. Determination of Eligibility as condition Precedent to Disbursement. Prior to the disbursement of the Grant Amount or any portion thereof, the Finance Authority shall have determined that the Grantee has met the readiness to proceed requirements established for the Grant by the Finance Authority and no Event of Default shall have occurred. No disbursement shall be made from the Grant Account except upon a determination by the Finance Authority that such disbursement is for payment of Project expenses, and that the disbursement does not exceed any limitation upon the amount payable.

Section 6.4. Reimbursement for Prior Expenditures. The Finance Authority, so long as no Event of Default shall occur and upon presentation of the Grantee's disbursement request with such certification and records as are required in accordance with Section 6.2 hereof, may disburse moneys from the Grant Account for reimbursement of Project expenses incurred after the Finance Authority Board of Directors approved the grant on October 24, 2013.

Section 6.5. Completion of Disbursement of Grant Funds. Upon completion of disbursement of the Grant Amount, an Authorized Officer of the Grantee shall deliver a certificate of completion, substantially in the form attached to this Grant Agreement as Exhibit

“C”, to the Finance Authority stating that, to the best of the Authorized Officer’s knowledge the Project has been completed and the entire Grant Amount has been disbursed in accordance with the terms of this Grant Agreement. If any portion of the Grant Amount remains upon the delivery of the certificate of completion, the Finance Authority may, in its sole discretion, modify this Grant Agreement and reduce the amount of the Grant.

**ARTICLE VII: COMPLIANCE WITH LAWS AND RULES;
OTHER COVENANTS**

Section 7.1. Further Assurances and Corrective Instruments. The Finance Authority and the Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the terms and intention hereof.

Section 7.2. Finance Authority and Grantee Representatives. Whenever under the provisions of this Grant Agreement the approval of the Finance Authority or the Grantee is required, or the Grantee or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Grantee by an Authorized Officer of the Finance Authority or the Grantee, as the case may be, and any party hereto shall be authorized to act or rely on any such approval or request.

Section 7.3. Requirements of Law. During the Agreement Term, the Grantee shall observe and comply promptly with all applicable federal, State and local laws and regulations affecting the Project, and all current and future orders of all courts and agencies of the State having jurisdiction over the Project and matters related to the Project.

**ARTICLE VIII: NON-LIABILITY OF FINANCE AUTHORITY FOR
ACTS OR OMISSIONS OF THE GRANTEE; INDEMNIFICATION**

Section 8.1. Non-Liability of Finance Authority. The Finance Authority shall not be liable in any manner for the Project, Grantee’s use of the Grant, the ownership, operation or maintenance of the Project, or any failure to act properly by the owner or operator of the Project.

Section 8.2. Indemnification of Finance Authority. The Finance Authority shall not be responsible for any act or omission of the Grantee upon which any claim, by or on behalf of any person, firm, corporation or other legal entity may be made, whether arising from the establishment or modification of the Project or otherwise. To the extent permitted by law, the Grantee shall and hereby agrees to indemnify and save harmless the Finance Authority and its designee, if any, from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition and completion of the Project. In the event of any action or proceeding brought on any such claim, upon notice from the Finance Authority or its designee, Grantee shall defend the Finance Authority and its designee, if any, in any such action or proceeding.

ARTICLE IX: EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. Any one of the following shall be an Event of Default under this Agreement:

(a) Use of the Grant Amount, or any portion thereof, by the Grantee for purposes other than the Project;

(b) Failure by the Grantee to utilize the Grant proceeds to complete the Project within one (1) year of the Closing Date;

(c) Failure by the Grantee to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Grant Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Grantee by the Finance Authority, unless the Finance Authority shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Finance Authority, but cannot be cured within the applicable thirty (30) day period, the Finance Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of Force Majeure the Grantee is unable to carry out the agreements on its part herein contained, the Grantee shall not be deemed in default under this paragraph during the continuance of such inability (but Force Majeure shall not excuse any other Event of Default); or

(d) Any warranty, representation or other statement by or on behalf of the Grantee contained in this Grant Agreement or in any instrument furnished in compliance with or in reference to this Grant Agreement is false or misleading in any material respect.

Section 9.2. Remedies on Default. Whenever any Event of Default has occurred and is continuing, and subject to Section 9.3 hereof, the Finance Authority may take whatever of the following actions may appear necessary or desirable to enforce performance of any agreement of the Grantee in this Grant Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Grant Agreement;

(c) Cease disbursing any further amounts from the Grant Account;

(d) Demand that the Grantee immediately repay the Grant Amount or any portion thereof if such funds were not utilized in accordance with this Grant Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Finance Authority; or

(f) Take whatever other action at law or in equity may appear necessary or desirable to enforce any other of its rights hereunder.

The Grantee shall be responsible for reimbursing the Finance Authority for any and all fees and costs incurred in enforcing the terms of this Grant Agreement.

Section 9.3 Limitations on Remedies. A judgment requiring repayment of money entered against the Grantee may reach any available funds of the Grantee to the extent permitted by law.

Section 9.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Finance Authority is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Finance Authority to exercise any remedy reserved in this Article IX, it shall not be necessary to give any notice, other than such notice as may be required in this Article IX.

Section 9.5. Waivers of Events of Default. The Finance Authority may in its sole discretion waive any Event of Default hereunder and the consequences of such an Event of Default; provided, however, all expenses of the Finance Authority in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by written statement of waiver issued by the Finance Authority. In case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority on account of any Event of Default shall have been discontinued or abandoned or determined adversely, then the Finance Authority and the Grantee shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 9.6. No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE X: MISCELLANEOUS

Section 10.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Grantee, then to:

City of Lovington
Attn.: City Manager
214 S. Love St.
Lovington, New Mexico 88620

And if to the Finance Authority, then to:

New Mexico Finance Authority
Attn.: Chief Executive Officer
207 Shelby Street
Santa Fe, New Mexico 87501

The Grantee and the Finance Authority may, by written notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 10.2. Binding Effect. This Grant Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Grantee and their respective successors and assigns, if any.

Section 10.3. Amendments. This Grant Agreement may be amended only with the written consent of the Finance Authority and the Grantee.

Section 10.4. No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Grant Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, or against any officer, employee, director or member of the Grantee, past, present or future, as an individual so long as such individual was acting in good faith and within the scope of his or her duties. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Grantee or of the Finance Authority is hereby expressly waived and released by the Grantee and by the Finance Authority as a condition of and in consideration for the execution of this Agreement.

Section 10.5. Grantee Compliance. The Finance Authority shall not be responsible for assuring the Grantee's use of the Grant Amount or the Project for its intended purpose and shall have no obligation to monitor compliance by the Grantee with the provisions of this Grant Agreement.

Section 10.6. Severability. In the event that any provision of this Grant Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.7. Execution in Counterparts. This Grant Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.8. Applicable Law. This Grant Agreement shall be governed by and construed in accordance with the laws of the State.

Section 10.9. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Grant Agreement.

[Remainder of page intentionally left blank.]

[Signature pages follow.]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as authorized by the Finance Authority Board of Directors on October 24, 2013, has executed this Grant Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly Authorized Officers; and the Grantee has caused this Grant Agreement to be executed in its corporate name and the seal of the Grantee affixed and attested by its duly Authorized Officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
Chief Executive Officer or Designee

[SEAL]

ATTEST:

By _____

Approved for Execution by Officers of the
New Mexico Finance Authority:

By _____
Daniel C. Opperman, General Counsel

CITY OF LOVINGTON

By _____
Scotty Gandy, Mayor

[SEAL]

ATTEST:

By _____
Carol Ann Hogue, City Clerk

EXHIBIT “A”

TERM SHEET

Grantee: City of Lovington

Project Description: Preparation of a Planning Document consisting of the LEDA/Comprehensive Plan examining land use, housing conditions, infrastructure, economic development, transportation, and open space use.

Total Grant Amount: Fifty Thousand Dollars (\$50,000)

Local Match: \$0

Closing Date: December 18, 2015

EXHIBIT "B"
FORM OF REQUISITION

RE: Fifty Thousand Dollars (\$50,000) Planning Grant Agreement (the "Grant Agreement") by and between the New Mexico Finance Authority ("Finance Authority") and the City of Lovington ("Grantee"), Finance Authority Grant Number 3053-PG (the "Grant Agreement").

Closing Date: December 18, 2015

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse funds from the Grant Account, with regard to the above-referenced Grant Agreement, the following:

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

AMOUNT OF PAYMENT: \$ _____

PURPOSE OF PAYMENT: _____

WIRING INFORMATION

BANK NAME:	_____
ACCOUNT NUMBER:	_____
ROUTING NUMBER:	_____

Each obligation, item of cost or expense mentioned herein is for the Grant made by the New Mexico Finance Authority pursuant to the Grant Agreement to the Grantee, within the State of New Mexico, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Grant Account held on behalf of the Grantee. All representations contained in the Grant Agreement and the related closing documents remain true and correct and the Grantee is not in breach of any of the covenants contained therein.

Capitalized terms used herein are used as defined or as used in the Grant Agreement.

DATED: _____

By: _____
Authorized Officer of the Grantee

Title: _____

EXHIBIT "C"

FORM OF CERTIFICATE OF COMPLETION

RE: Fifty Thousand Dollars (\$50,000) Planning Grant Agreement (the "Grant Agreement") by and between the New Mexico Finance Authority ("Finance Authority") and the City of Lovington ("Grantee"), Finance Authority Grant Number 3053-PG (the "Grant Agreement").

Closing Date: December 18, 2015

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of
[Name] [Title or position]

the Grantee, hereby certify as follows:

1. The project described in the Grant Agreement (the "Project") was completed and placed in service by the Grantee on _____, 20____.
2. The total cost of the Project was \$ _____.
3. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Grant Agreement.

CITY OF LOVINGTON

By: _____

Its: _____

amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Grantee to carry out and enforce the provisions of the Grant Agreement.

7. No event will result from the execution and delivery of the Grant Agreement that constitutes a default or an Event of Default under either the Grant Agreement or the Resolution, and no Event of Default and no default under the Grant Agreement or the Resolution has occurred and is continuing on the date of this Certificate.

8. The Grantee has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all conditions, which are required by the Grant Agreement to have been authorized, approved, performed or consummated by the Grantee at or prior to the date of this Certificate. The Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Grant Agreement.

9. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Grant Agreement or any of the actions required to be taken by the Resolution or the Grant Agreement to the date of this Certificate have been obtained and are in full force and effect.

10. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the completion of the Project have been obtained and are in full force and effect.

11. Neither the Grantee's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Grant Agreement conflicts or will conflict with, or constitute a breach by the Grantee of, or default by the Grantee under any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Grantee is subject or by which it is bound.

12. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Grantee, at law or in equity, by or before any court, public board or body, nor to the Grantee's knowledge is there any basis therefore, affecting the existence of the Grantee or the titles of its officials to their respective offices, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Grantee, (b) the use of the proceeds of the Grant Agreement for the Project, (c) the validity or enforceability of the Grant Agreement or any proceedings of the Grantee with respect to the Grant Agreement or the Resolution, (d) the execution and delivery of the Grant Agreement or (e) the power of the Grantee to carry out the transactions contemplated by the Grant Agreement or the Resolution.

13. From at least September 1, 2015, to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers and members of the Governing Body of the Grantee:

Scotty Gandy, Mayor

Ava Benge, Mayor Pro-Tem

David Trujillo, Commissioner

Bernard Butcher, Commissioner

Paul Campos, Commissioner

Carol Ann Hogue, City Clerk

14. To the best of our knowledge and belief after due investigation, none of the Events of Default referred to in Article IX of the Grant Agreement has occurred.

15. The Grantee has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Grantee contained in the Grant Agreement and in the Resolution are true and correct as of the date of this Certificate.

16. To the best of our knowledge and belief after due investigation, neither the Mayor, the City Clerk, any member of the Governing Body of the Grantee, nor any other officer, employee or other agent of the Grantee is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

17. Regular meetings of the Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at 214 S. Love St., Lovington, NM 88620, the principal meeting place of the Grantee.

18. The Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Grantee's Governing Body in connection with the Grant Agreement. The Open Meetings Act Resolution No. 2014-61 (the "Open Meetings Act Resolution") adopted and approved by the Governing Body on December 8, 2014, establishes notice standards as required by Section 10-15-1, NMSA 1978, as amended and supplemented. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Grant Agreement and Resolution was taken at meetings held in compliance with the Open Meetings Act Resolution.

19. The Mayor and the City Clerk, on the date of the signing of the Grant Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Grantee authorized to execute the Grant Agreement.

20. This Certificate is for the benefit of the Finance Authority.

21. This Certificate may be executed in counterparts.

WITNESS our signatures and the seal of the Grantee this 18th day of December, 2015.

CITY OF LOVINGTON

By _____
Scotty Gandy, Mayor

[SEAL]

ATTEST:

By _____
Carol Ann Hogue, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 14, 2015



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Budget Adjustments
DEPARTMENT: Finance Department
SUBMITTED BY: Gary Lee Chapman, Finance Director
DATE SUBMITTED: December 14, 2015

STAFF SUMMARY:

The Department of Finance has modified their reporting requirements for our Quarterly Financial Reports, to include a new BAR form/workbook that tracks our budgets by fund. However, some of the beginning budgets on this new form are not correct, or match our "Interim Budget" and cannot be changed without a formal resolution from our Commission.

FISCAL IMPACT:

REVIEWED BY: Gary Lee Chapman
(Finance Director)

None.

ATTACHMENTS:

- New BAR form/workbook
- Schedule of Budget Adjustments

RECOMMENDATION:

Motion to Approve Resolution 2015-106

Gary Lee Chapman
Department Head

James R. Williams
City Manager

New Mexico Department of Finance and Administration
Local Government Division
Budget Request Recapitulation

MUNICIPALITY
City of Lovington

Fiscal Year 2015-2016

RED = DEFICIT

ROUNDED TO NEAREST DOLLAR

For Local Government Division use only		City of Lovington RESO NUMBER	DFA FUND TITLE	DFA FUND NUMBER	UNAUDITED BEGINNING CASH BALANCE @JULY 1	AUDIT ADJUSTMENTS TO BEGINNING CASH BALANCES	INVESTMENTS	BUDGETED REVENUES	BUDGETED TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE	Comments
		2015-70	GENERAL FUND - Operating (GF)	101	\$5,022,456	\$0	\$366,643	\$9,653,021	\$165,347 \$160,362	\$10,992,432	\$4,215,035	\$916,036	\$3,298,999	
										(\$677,668)				
			FUND TOTAL		\$5,022,456	\$0	\$366,643	\$9,653,021	\$325,709	\$10,314,764	\$4,215,035	\$859,564	\$3,355,471	
			CORRECTION	201	\$106,187		\$0	\$40,284	\$0	\$40,284	\$106,187	\$0	\$106,187	
			FUND TOTAL		\$106,187	\$0	\$0	\$40,284	\$0	\$40,284	\$106,187		\$106,187	
			ENVIRONMENTAL GRT	202	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	
			FUND TOTAL		\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	
			EMS	206	\$0		\$0	\$20,000	\$0	\$20,000	\$0	\$0	\$0	
			FUND TOTAL		\$0	\$0	\$0	\$20,000	\$0	\$20,000	\$0		\$0	
			ENHANCED 911	207	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	
			FUND TOTAL		\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	
			FIRE PROTECTION FUND	209	\$0		\$0	\$78,443	\$0	\$78,443	\$0	\$0	\$0	

The \$160,362 was included in our Final Budget approved by our Commission on July 27, 2015, Resolution #2015-70. The (\$677,668) will go before our Commission for approval in November.

New Mexico Department of Finance and Administration
 Local Government Division
 Budget Request Recapitulation

DFA APPROVAL DATE	DFA RESO NUMBER	City of Lovington RESO NUMBER	DFA FUND TITLE	DFA FUND NUMBER	UNAUDITED BEGINNING CASH BALANCE @JULY 1	AUDIT ADJUSTMENTS TO BEGINNING CASH BALANCES	INVESTMENTS	BUDGETED REVENUES	BUDGETED TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE	
									\$0					
			FUND TOTAL		\$3,576,385	\$0	\$70,072	\$3,458,529	\$0	\$4,241,648	\$2,019,032		\$2,019,032	
			Solid Waste		\$259,974		\$59,698	\$1,922,069	\$160,362	\$2,402,103	\$0	\$0	\$0	
		2015-70							(\$160,362)					
										(\$215,566)				
			FUND TOTAL		\$259,974	\$0	\$59,698	\$1,922,069	\$0	\$2,186,537	\$0		\$0	
			Waste Water				\$0	\$0	\$0	\$0	\$0	\$0	\$0	
			FUND TOTAL		\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0.00	
			Airport		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	
			FUND TOTAL		\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0.00	
			Ambulance		\$312,563		\$0	\$551,010	\$0	\$714,952	\$148,621	\$0	\$148,621	
										\$10,150				
			FUND TOTAL		\$312,563	\$0	\$0	\$551,010	\$0	\$725,102	\$148,621		\$148,621.00	
			Cemetery		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	
			FUND TOTAL		\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0.00	
			Housing		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	
			FUND TOTAL		\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0.00	
			Parking		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	
			FUND TOTAL		\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0.00	
			GAS FUND (501)		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	

We had submitted an incorrect expense budget. The reduction of \$844,306 will be presented to our Commission for approval in November 2015.

The \$160,362 was approved as part of our general fund transfers with resolution 2015-70. The \$215,566 will be presented to our Commission for approval in November 2015.

The \$10,150 will be presented to our Commission for approval in November 2015.

New Mexico Department of Finance and Administration
 Local Government Division
 Budget Request Recapitulation

DFA APPROVAL DATE	DFA RESO NUMBER	City of Lovington RESO NUMBER	DFA FUND TITLE	DFA FUND NUMBER	UNAUDITED BEGINNING CASH BALANCE @JULY 1	AUDIT ADJUSTMENTS TO BEGINNING CASH BALANCES	INVESTMENTS	BUDGETED REVENUES	BUDGETED TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
									\$0				
			FUND TOTAL		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00
			Other Enterprise (enter fund name)		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			Other Enterprise (enter fund name)		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			Other Enterprise (enter fund name)		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			Other Enterprise (enter fund name)		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			INTERNAL SERVICE FUNDS	600	\$11,996		\$0	\$800	\$0	\$0	\$12,796	\$0	\$12,796
			FUND TOTAL		\$11,996	\$0	\$0	\$800	\$0	\$0	\$12,796		\$12,796
			TRUST AND AGENCY FUNDS	700	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL		\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			GRAND TOTAL		\$11,735,298	\$0	\$527,112	\$21,741,212	\$0	\$23,577,667	\$12,758,609	\$859,564	\$11,899,045

PREPARED BY: _____
 Name and Title

Internal DFA use:
 DFA Resolution number: _____
 Verified by: _____
 Official Resolution attached: _____

1. This form must accompany the official approved Resolution.
2. Only one (1) Resolution per line (do not skip lines)
3. Enter only roll up BAR adjustment totals in each fund.
4. Do not enter transaction descriptions on this sheet they should
5. BAR's with negative cash balances will not be accepted. (if the
- 6 Enter negative numbers in () only.
7. Do not enter positive numbers in ().

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 14, 2015



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Resolution 2015-107: Open Meetings Act
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: December 7, 2015

STAFF SUMMARY:

Resolution 2015-107 is the required annual Resolution that states the City's policy on where meetings of the governing body will be conducted, when they will be conducted, and how much notice will be provided for any meeting convened by the City Commission.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

ATTACHMENTS:

Resolution 2015-107

RECOMMENDATION:

Motion to approve Resolution 2015-107

Department Head

James R. Williams

City Manager

Resolution 2015-107
Open Meetings Act

WHEREAS, Section 10-15-1B of the Open Meetings Act (NMSA 1978, Section 10-15-1 to -4) states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission, administrative adjudicatory body or other policy making body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of any body, are declared to be public meetings open to the public at all times; and

WHEREAS, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs shall be held only after reasonable notice to the public; and

WHEREAS, Section 10-15-1(D) of the Opens Meetings Act requires the governing body to determine annually what constitutes reasonable notice of its public meetings.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the municipality of Lovington, New Mexico that:

1. All meetings shall be held at 214 S. Love at 5:30 p.m. or as indicated in the meeting notice.
2. Unless otherwise specified, regular meetings shall be held each month the second and fourth Monday. The agenda will be available at least seventy-two hours prior to the meeting from the administrative assistant, whose office is located in Lovington, New Mexico. Notice of any other regular meetings will be given ten days in advance of the meeting date. The notice shall indicate how a copy of the agenda may be obtained.
3. The Mayor or a majority of the members upon three days notice may call special meetings. The notice shall include an agenda for the meeting or information on how members of the public may obtain a copy of the agenda. The agenda shall be available to the public at lease twenty-four hours before any special meeting.
4. Emergency meetings will be called only under foreseen circumstances that demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The governing body will avoid emergency meetings whenever possible. The Mayor or a majority of the Commissioners upon twenty-four hours notice may call emergency meetings, unless threat of personal injury or property damage requires less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda.

5. For the purposes of regular meetings described in paragraph 2 of this resolution, notice requirements are met if notice of the date, time, place and agenda is placed in newspapers of general circulation in the state and posted in the following locations: U.S. Post Office, Lovington Public Library, City Hall, Bill McKibben Senior Center, Lovington Police Department and the Youth Center. Copies of the written notice shall also be mailed to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.
6. For the purposes of special meetings and emergency meetings described in paragraphs 3 and 4 of this resolution, notice requirements are met if notice of the date, time, place and agenda is provided by telephone to newspapers of general circulation in the state and posted in the office of the City Clerk. Telephone notice also shall be given to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.
7. In addition to the information specified above, all notices shall include the following language:

“If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the City Clerk at 575-396-2884 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk at 575-396-2884 if a summary or other type of accessible format is needed.

8. The governing body may close a meeting to the public only if the subject matter of such discussion or action is excepted from the open meeting requirement under Section 10-15-1(H) of the Open Meetings Act.
 - a. If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the governing body taken during the open meeting. The authority for the closed meeting and the subjects to be discussed shall be stated with reasonable specificity in the motion to close and the vote of each individual member on the motion to close shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.
 - b. If a closed meeting is conducted when the governing body is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity is

given to the members and to the general public.

- c. Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.
- d. Except as provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall be made by vote of the governing body in an open public meeting.

PASSED, ADOPTED AND APPROVED this 14th DAY OF December, 2015

SIGNED: _____
Scotty Gandy, Mayor

ATTEST:

Carol Ann Hogue, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

December 14, 2015
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

Item was tabled at the 11/23/2015 meeting at the request of the property owner.

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 4th 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 23RD 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: December 14, 2015



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Award of Car and Truck Repair Bid
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: December 4, 2015

STAFF SUMMARY:

City staff received sealed bids for 2016 Car and Truck Repairs on December 3, 2015 at 10:00 a.m. Only one bid was received.

FISCAL IMPACT:

REVIEWED BY: Gary Lee Chapman
(Finance Director)

Details are listed in attached bid submittal form.

ATTACHMENTS:

Car and Truck Bid Form - Valentines Auto Service Inc.

RECOMMENDATION:

Motion to award bid for Car and Truck Repair to Valentine Auto Service Inc.

Department Head

James R. Williams
City Manager



City of Lovington

Bid Form

Indefinite Quantity Car and Truck Repair - 2016

DUE DATE: DECEMBER 3, 2015

NAME OF BIDDER VALENTINE AUTO SERVICE INC

ADDRESS 21 WEST AVENUE G

LOVINGTON, NM 88260

TELEPHONE NO. 575-396-5215

EMAIL N/A

LABOR – CARS	AMOUNT PER HOUR – FLAT RATE
A. Standard shop work	\$ 85.50
B. Machine work	\$ N/A
C. Hand welding	\$ N/A
D. Automatic welding	\$ N/A

LABOR – TRUCKS	AMOUNT PER HOUR – FLAT RATE
A. Standard shop work	\$ 85.50
B. Machine work	\$ N/A
C. Hand welding	\$ N/A
D. Automatic welding	\$ N/A

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 Ellen R. Cat

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

Deadline: December 3, 2015 by 10:00 A.M

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 14, 2015



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Award of Tire Repair Bid
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: December 4, 2015

STAFF SUMMARY:

Staff received and publicly opened sealed bids for indefinite quantity tire repairs for 2016. Two bids were received.

Lovington Tire Service Inc.
M&R Tire

The bid for M&R Tire was incomplete as it did not include the bid form.

FISCAL IMPACT:

See attached bid form

REVIEWED BY: Gary Lee Chapman
(Finance Director)

ATTACHMENTS:

Bid Form - Lovington Tire Service Inc.

RECOMMENDATION:

Motion to award tire repair bid to Lovington Tire Service Inc.

Department Head

James R. Williams
City Manager



City of Lovington
Bid Form
Indefinite Quantity Tire Repair- 2016
DUE DATE: DECEMBER 3, 2015

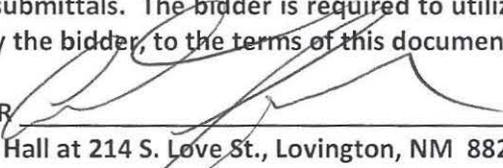
NAME OF BIDDER Lovington Tire Service, Inc.
ADDRESS 1011 E. AVE. D
TELEPHONE NO. (575) 396-1691
EMAIL LTS09@windstream.net

Tire Size	Bid Price Each
All Pickup and Car Tires	\$15.83
All Truck Tires	\$35.00
1400-24 Blade	\$45.00 + 16.00 O'Rings
14-9-28 Tractor (back)	\$45.00
6-50-16 Small Tractor (front)	\$35.00
14-9-24 Small Tractor (back)	\$35.00
1100-16-SL Massey Ferguson Tractor (front)	\$15.83
18.4.38 Massey Ferguson Tractor (back)	\$15.83
23.1.26 Scraper	\$45.00 + 16.00 FOR ORINGS
15.5.25 Front End Loader	\$60.00
16.9.24 Backhoe (back)	\$45.00

Bidder is required to have a service truck equipped to repair any size tire used by the City of Lovington. The service truck must be available twenty-four (24) hours per day, seven (7) days a week.

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

 Tony Spencer

Mail or deliver to City Hall at 214 S. Love St., Lovington, NM 88260
Deadline: December 3, 2015 by 10:00 A.M

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 14, 2015



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Award of Bid 120115-A: Water Meter Procurement
DEPARTMENT: Public Works
SUBMITTED BY: Wyatt Duncan, Public Works Director
DATE SUBMITTED: December 8, 2015

STAFF SUMMARY:

City staff received competitive sealed bids on December 1, 2015 at 10:00 a.m. for water meter procurement. Two bids were received and evaluated, with one of the bids being ruled an incomplete submission. The bid tabulation and recommendation are attached to this summary.

Funding for this equipment is provided through Legislative Capital Outlay.

FISCAL IMPACT:

REVIEWED BY: Gary Lee Chapman
(Finance Director)

TOTAL RADIO READ WATER METER REPLACEMENT PROJECT COST: \$575,000

Estimate approximately 1,300 meters can be replaced.

ATTACHMENTS:

Bid Evaluation and Summary
Western Industrial Supply Proposal
Benchmark Supply Company Proposal

RECOMMENDATION:

Motion to award Bid 120115-A to Western Industrial Supply.

Department Head

James R. Williams
City Manager

BID NO. 120115-A

WATER METER PROCUREMENT – STAFF EVALUATION AND RECOMMENDATION

Bids for the radio read water meter procurement were publicly opened at 10:00 a.m. on December 1, 2015. Two proposals were received. City staff utilized the following criteria and weighting to evaluate each proposal:

Criteria	Maximum Possible Points
Design/System Ability to Meet Project Goals	25
Past Record of Performance	20
Cost of Project	20
Warranty and Service	10
Project Timeline	10
Veteran’s Business Preference	10
Resident Business Preference	5

The following information provides a summary of the evaluated responses:

Benchmark Supply Company Inc.							
Evaluator:	1	2	3	4	5	6	AVG
Design/System Ability to Meet Project Goals	0	0	0	5	0	5	1.66
Past Record of Performance	0	0	0	5	0	0	0.83
Cost of Project	15	5	5	10	5	5	7.5
Warranty and Service	10	5	0	8	8	8	6.5
Project Timeline	0	0	0	0	0	0	0
Veteran’s Business Preference	0	0	0	0	0	0	0
Resident Business Preference	0	0	0	0	0	0	0
TOTAL	25	10	5	18	13	18	16.49

** Evaluators considered this bid to be incomplete as required forms (provided in the bid packet) were not completed. In addition, this meter would require the purchase of additional hardware and software that the City does not own.

Western Industrial Supply							
Evaluator:	1	2	3	4	5	6	AVG
Design/System Ability to Meet Project Goals	25	25	10	25	24	25	22.33
Past Record of Performance	0	0	0	0	0	0	0
Cost of Project	20	15	5	10	18	20	14.66
Warranty and Service	10	10	10	10	10	10	10
Project Timeline	10	10	5	10	10	10	9.16
Veteran’s Business Preference	0	0	0	0	0	0	0
Resident Business Preference	0	0	0	0	0	0	0
TOTAL	65	60	50	55	62	65	56.15

**This vendor quoted the brand and model of the units currently operated by the City of Lovington.

Utilizing the criteria identified, City staff are recommending **Bid 120115-A be awarded to Western Industrial Supply.**



Western Industrial Supply, LLC.

2103 W 42nd
Odessa, Tx 79764

Michael Clinton...Cell 432-661-0853..Phone...432-3668873...Fax...432-366-1500

QUOTATION: RFP # 120115-A

City Of Lovington

Date: 12/1/2015

Attn: James Williams

F.O.B. Lovington

Terms: 30 days

WE ARE PLEASED TO QUOTE YOU AS FOLLOWS:

QUANTITY	DESCRIPTION	UNIT NET PRICE	TOTAL
500	3/4" iPERL TR/PL	\$150.15	\$75,075.00
500	520M SmartPoint	\$159.00	\$79,500.00
500	BLUE 12-5/8" LOCKING LID W/AMR SHELF	\$14.40	\$7,200.00

\$161,775.00

WESTERN INDUSTRIAL SUPPLY, LLC.

CONDITIONS---Quotations are subject to change without notice. ALL TAXES (INCLUDING STATE OR USE TAXES) imposed by any law on the sale of articles listed herein shall be in addition to the sales prices herein quoted, unless otherwise noted.

By: Mike Clinton

Tesla System Purchase Options

* Complete Tesla Drive-By AMR System includes all necessary components to have a fully operational AMR system. Items included are Tesla 4 Meter Transceiver Registers (MTRs), Laptop, Route Software, TeslaNet Meter Data Management web application, Transceiver, & 3 consecutive months of on-site training.

Complete System Options

Option 1 TeslaDrive		Description AMR DriveBy System	Unit Price	Total
TeslaDrive Pilot	1	Toughbook w/software and GPS, Mobile Collector, 25 3/4"x5/8" Tesla Register Perpetual PD Meters, On-site Training, 1 year On-Line Tech Support	\$12,999.00	\$12,999.00
Perpetual PD Meters	475	3/4"x5/8" Perpetual PD Meter, brass body, brass bottom.	\$170.00ea	\$80,750.00
Annual Maintenance Fee	Annual	Technology Maintenance Fee	\$1,100.00 Annual	\$1,100.00 Annual
		***New Meter Lids should not be required for RG3 Drive By system. This is a wirelss solution with a full 1 watt signal.		
		Project Total for AMR Driveby System:		

Option 2 TeslaNet	Qty	Description FixedBase AMI System	Unit Price	Total
AMI Pilot	1	1 year TeslaNet Cloud Hosting, 1 Fixed Network Collector, Toughbook w/ software & GPS, 25 3/4"x5/8" Tesla Perpetual PD Meters, On-Site Training, 1 year On-Line Tech Support	\$22,999.00	\$22,999.00
3/4"x5/8" Tesla Perpetual PD Meter	475	3/4"x5/8" Tesla Register Perpetual PD Meter w/ brass body and brass bottom. Spec Sheet attached.	\$170.00ea	\$80,750.00
Fixed Network Repeater	TBD	Repeats signal to Fixed Network Collector.**How many needed is not known until RG3 completes propagation study of Lovington, NM. Propagation Study will be done if interested.	\$1,964.00	To Be Determined...
Fixed Network Collector	TBD	***How many needed is not known until RG3 completes propagation study of Lovington, NM. Propagation study will be done if interested in the system.	\$13,400.00	To Be Determined...
Annual TeslaNet Cloud Hosting	Annual	AMRSS Software License, Tech Support, TeslaNet Cloud Hosting for up to 2500 meters.	\$1,885.71	\$1,885.71 Annually. First year included.
AMI Antenna 5" Wire	Depends on Meter Pit Depth	Extended Mushroom Antenna w/ 5" wire. Antenna will be needed for each meter. Wire length depends on depth of meter pit.	\$26.00ea	To Be Determined...
AMI Antenna 22" Wire	Depends on Meter Pit Depth	Extended Mushroom Antenna w/ 22" wire. Antenna will be needed for each meter. Wire length depends on depth of meter pit.	\$32.00ea.	To Be Determined..
		Project Total for AMI Read System:		To Be Determined...

***New meter lids should not be required. All that is needed is a small hole cut into existing lid for the Antenna.

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 14, 2015



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Award of Bid 120115-B: Water Meter Installation
DEPARTMENT: Public Works
SUBMITTED BY: Wyatt Duncan, Public Works Director
DATE SUBMITTED: December 8, 2015

STAFF SUMMARY:

City staff received competitive sealed bids on December 1, 2015 at 10:00 a.m. for water meter installation. Only one bid was received on time. The bid tabulation and recommendation are attached to this summary.

Funding for this equipment is provided through Legislative Capital Outlay.

FISCAL IMPACT:

REVIEWED BY: Gary Lee Chapman
(Finance Director)

TOTAL RADIO READ WATER METER REPLACEMENT PROJECT COST:\$575,000

Approximately 1,300 meters can be replaced.

ATTACHMENTS:

Bid Evaluation and Summary
File Construction Proposal

RECOMMENDATION:

Motion to award Bid 120115-B to File Construction LLC.

Department Head

James R. Williams
City Manager

BID NO. 120115-B

WATER METER INSTALLATION – STAFF EVALUATION AND RECOMMENDATION

Bids for the radio read water meter installation were publicly opened at 10:00 a.m. on December 1, 2015. Only one proposal was received on time. A second proposal was received late and was returned to the bidder. City staff utilized the following criteria and weighting to evaluate the proposal:

Criteria	Maximum Possible Points
Design/System Ability to Meet Project Goals	25
Past Record of Performance	20
Cost of Project	20
Warranty and Service	10
Project Timeline	10
Veteran’s Business Preference	10
Resident Business Preference	5

The following information provides a summary of the evaluated response:

File Construction LLC							
Evaluator:	1	2	3	4	5	6	AVG
Design/System Ability to Meet Project Goals	20	20	23	24	20	25	22
Past Record of Performance	17	15	15	18	20	20	17.50
Cost of Project	20	20	15	18	15	15	17.16
Warranty and Service	10	10	10	10	10	10	10
Project Timeline	10	10	10	10	10	10	10
Veteran’s Business Preference	0	0	0	0	0	0	0
Resident Business Preference	5	5	5	5	5	5	5
TOTAL	82	80	78	85	80	85	81.66

Utilizing the criteria identified, City staff are recommending **Bid 120115-B be awarded to File Construction LLC.**

SECTION 3-COST OF PROJECT

Based on our experience with similar projects we have put together a unit price cost proposal for items we know will be required on this project. This way the Owner is only billed for exactly the items that are installed. In addition, we have included an allowance for the transfer file to help coordinate the new system and old system integration. Doing this allows the Owner to pay only the actual charges associated with this and includes no markup from File Construction, LLC. Finally, File Construction, LLC is will to negotiate and add or delete any item at the request of the Owner.

Below is the unit price proposal of our bid.

Project Total		LOVINGTON METER INSTALL				
Item No.	Line Items	Unit	No. Of Units	Unit Price	Extension	
1	Remove & Replace 3/4" or 1" meter and lid. All materail provided by Owner	EA	500	\$ 64.49	\$32,243.55	
2	Perform Meter Survey & GPS meter locations	LS	1	\$ 10,434.91	\$10,434.91	
3	Allowance to provide Transfer File	ALL	1	\$ 10,000.00	\$10,000.00	
4	Remove & Replace Curb Stop- All Material Provided by Owner	EA	1	\$ 12.58	\$12.58	
5	Repair broken service line- Includes Poly pipe & misc fittings as needed 3/4 or 1" line up to 10' of line.	EA	1	\$ 121.43	\$121.43	
	Base Bid				\$52,812.47	
	GRT			7.25%	\$3,828.90	
	Final Bid amount w/GRT				\$56,641.37	

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 14, 2015



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Accounts Payable
DEPARTMENT: Finance
SUBMITTED BY: Gary Chapman, Finance Director
DATE SUBMITTED: December 11, 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 CMeeting - General
From 12/1/2015 Through 12/30/2015

101 - General Fund

Vendor Name	Dept Code	Current Balance
Abila		401.12
AlSCO		1,377.02
America Supply, LLC		299.55
American Library Assoc.		2,333.75
American Library Sales		423.09
American Medical Group, Inc		857.71
Artesia Fire Equipment		1,393.00
ASCO		674.63
Atco International		309.00
BeGeo Investment LLC		95.00
Benchmark		339.58
Best Books INC		1,002.90
Blaine Industrial Supply		1,356.00
Bob's Thriftway		667.04
Bound Tree Medical, LLC		372.50
Bruce's Pest Control		235.87
C & S Motor Parts Co.		18.80
C. A. Short Co., Inc.		825.52
Center Point Large Print		40.14
Cougar Press		420.23
Cowboys Corner		31.95
Deluxe		365.51
Ecolab Food Safety Specialties		502.76
EMS Region III		265.00
Farmer Brothers Company		97.42
Federal Express Services		51.86
Forrest Tire Co.		28.43
Gale/Cengage Learning		294.62
Galls/Quartermaster		425.63
Gebo Credit Corporation		1,469.46

City of Lovington (New)
Summary A/P Ledger - A/P Summary CMeeting - General
From 12/1/2015 Through 12/30/2015

Gempler's, Inc	308.10
General Welding Supply	1,000.40
Great Western Dining Service	166.34
GT Distributors, Inc.	401.40
H & K Pest Control Co.	471.92
Haarmeyer Electric	186.30
Heidel, Samberson, Newell ,Cox	6,274.93
Higginbotham-Bartlett Co.	3,629.09
High Plains Refrigeration, Inc	128.18
Hobbs News-Sun	272.39
HR Direct	167.01
Justice Towing and Recovery	115.18
K M Partners	60,517.60
Kleen-Tech Services Corp.	5,489.76
Laser Labs, Inc	242.80
Lea County Treasurer	4,454.00
LEACO	42.00
Lookout Books	436.29
Lovington Auto Supply	364.75
Lovington Leader	236.57
Lovington Tire Service	202.81
Lovington Veterinary	1,563.00
Master Printers	568.35
Med-Vet International	512.01
Modern Marketing	451.28
Mustang Country	11,745.73
Nancy Marquez	3.21
National Association School	495.00
New Mexico Municipal League	8,850.00
Nor-Lea General Hospital	167.00
OCLC, Inc.	220.86
OverDrive	3,000.00

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - General
From 12/1/2015 Through 12/30/2015

Overhead Door Co.	209.63
P & D Petroleum, Inc	11,061.75
Patrick J. Homer	2,500.00
Patriot Pipe & Supply LTD	1,457.48
Penguin Management, Inc.	564.00
Postmaster	110.00
Pro-Treat Power Equipment	343.20
Pure Force	125.60
Recorded Books LLC	315.28
Reid Insurance Group, Inc.	199,362.70
Roberts Oil & Lube	178.50
Rocky Mountain Information Net	100.00
Sebco Books	3,554.85
Senior Standing Strong	176.40
Siddons-Martin Emergency Group	2,503.80
Sleuth Systems	1,907.29
Staples Advantage	1,669.70
SWAT, LLC	181.58
Swissphone	118.50
SYSCO West Texas, Inc.	779.60
TDS	6.71
TransUnion Risk and Alternativ	15.25
U S Food Service	1,616.26
U.S. Postal Service	147.00
Unifirst Corp.	429.25
United Salt Corp	1,445.50
Valentine Auto Service	1,101.67
Wall Street Journal	448.40
Watermaster Irrigation Supply	84.42
Zebas Law Firm	<u>125.00</u>
Report Balance	<u><u>362,298.67</u></u>

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CMeeting - General
 From 12/1/2015 Through 12/30/2015

<u>Payee</u>	<u>Transaction Description</u>	<u>Check Amount</u>
AT&T Mobilit	Gen-Cell Phone Bill 10/15	1,975.69
Hobbs News-Sun	Lodgers Tax- Adverstising for Fall Festival 10/29/2015	104.14
Jim Trujillo	Jurisdiction alternate judge 10/15,11/05,11/1 2,11/19, 11/19	256.50
Lea County Electric	Gen-Electric Bill 10/15	20,896.43
Lea County Museum	Museum-2nd quarter stipend 2015-2016 Oct- Dec	5,000.00
LEACO	Police/Animal Control-Internet	92.80
Lovington Chamber of Commerce	Lodgers Tax Reimb Monster Barrel Bash 2015	1,070.56
Lovington Chamber of Commerce	Lovington Chamber of Commerce- Vistor Upkeep Nov 2015	1,000.00
Lovington Economic Development	EDC-2nd Qtr funding 2015	12,500.00

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CMeeting - General
 From 12/1/2015 Through 12/30/2015

Lovington Leader	Lodgers Tax- Advertising for Fall Arts/Craft Show 2015	300.00
Lydia's Sports & Uniforms	Lodgers Tax- WildBunch Softball 2015	1,596.97
MVD-CASH	Motor Vehicle- Change for All Four Cash Drawers 11.17.15	800.00
New Mexico Gas Company	Gen-Gas Utility Bill 10/15	422.08
NM Judicial Education Center	Judicial Ed Fees for Oct., 2015	463.00
NM Motor Vehicle Division	Motor Vehicle- Replace Stolen Fees	2,553.00
Norma Vejil	Senior Center- Reimb for Room and Meals 11.18.15	243.81
Phillips 66 Co.	Gen-Phillips 66 Credit Card 10/15	242.22
Shell Oil Co.	Gen-Fuel credit Card Shell	18.30
Staples	Parks-Office Supplies	99.99
Staples	Police-Office Supplies	100.89

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeeting - General
 From 12/1/2015 Through 12/30/2015

SWAT, LLC	Finance-Dell Desktop Computer w/Microsoft Office/Keyboard	1,306.28
Total Safety	Law Enforcement Grant/Fire BW	4,229.79
VISA	Clip 2 year VISA 9942 JW 10/15	2,939.95
Visa	Visa 9942 JW 10/15- Cemetery/Recre ation Iphone 4 Cases	30.98
Visa	Visa 9942 JW 10.15-Finance Flower Arrangement for T McBride Mom	99.34
Visa	Visa 9942 JW 10.15 Airfare/Motels/ Meals for D Rodriguez/J Williams to Meetings	1,838.14
Visa	Visa 9942 JW 10.15 job Adverstising for Asst Manger and Planning and Zonning/1yr Surkveymonkey	971.49

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeeeting - General
 From 12/1/2015 Through 12/30/2015

Visa	Visa 7326 10/15 NEW TRV GEN- MVD Meals/Hotel/Fue l for Managers Conference	397.83
Visa	VISA 7326 10/15 NEW TRV GEN- Animal Control Meals/Fuel/Hote l Training in Alhna	611.19
Visa	Visa 9934 CH 10.15-Swith Plate/Outdoor Timer/Rope Light Channel/Regal A Repair Kit/Inside Cover Outside Cover Supplies/ TabBand Count	1,573.45
Visa	Visa 9934 CH 10.15- Ambulance Credit on Norton Antivirus Renewal	-84.09
Visa	Visa 9934 CH 10.15-Furniture Feet Small	26.85
Visa	Visa 9934 CH 10.15-Finance Attend NM APA Planning Conference Dinner	11.32

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeeting - General
 From 12/1/2015 Through 12/30/2015

Visa	Visa 9934 CH 10.15-Lunches for Inmates for Several Days	148.29
Visa	Visa 9934 CH 10/15-Ramada Inn Las Cruces Merdith	286.95
Visa	Training Visa 8621 Ori Trv 10.15 Police Hyatt Regency/Meals for Martinez, Hay, Solomon, Rodriguez to Albuq for Psychological	375.86
Visa	Travel Visa 8621 Ori Trv 10.15-Best Western 1 Night Stay Martha Ramirez MVD/Fire Village Lodge 4 night/2 Rooms/Meals Ruidoso	1,582.65
Visa	VISA 8621 ORI TRV 10/15 G	1,958.51
Visa 9280 G Chapman	Visa 9280 G Chapman- AATRIX Unemployment Comp Report Q End Sent 2015	53.20

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CMeeting - General
 From 12/1/2015 Through 12/30/2015

<p>Visa 9280 G Chapman</p>	<p>Visa 9280 G Chapman- Hotel/Meals/Fue l in Ruidoso for Area Agency on Aging</p>	<p>265.07</p>
<p>Visa 9280 G Chapman</p>	<p>Visa 9280 G Chapman-Fuel for Ford Fusion</p>	<p>29.24</p>
<p>Visa 9280 G Chapman</p>	<p>Visa 9280 G Chapman-Olive Garden-K Martin/N Marquez Lubbock for Halloween Candy</p>	<p>40.85</p>
<p>Visa 9280 G Chapman</p>	<p>Visa 9280 G CHAPMAN 10/15-Lunches for inmates</p>	<p>135.13</p>
<p>Visa 9306 D Rodriguez</p>	<p>Visa 9306 Police-Rudy's Reyna Transport to San Teres</p>	<p>7.46</p>
<p>Visa 9306 D Rodriguez</p>	<p>Visa 9306 Police-Meals in Albuq for NMML/ Domino's Officers involved in Shooting</p>	<p>182.68</p>
<p>Visa 9306 D Rodriguez</p>	<p>Visa 9306 Police-Post Office The Radar Shop</p>	<p>8.85</p>

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeeting - General
 From 12/1/2015 Through 12/30/2015

Visa 9306 D Rodriguez	Visa 9306 Police-Walmart Charger for Chief	31.26
Visa 9306 D Rodriguez	Visa 9306 Police-Tech Solutions PDF Creator	268.98
Visa 9306 D Rodriguez	Visa 9306 Police-Business Cards For J Pillow	37.99
Visa/Fire	Visa Fire 9298 10.15- Walgreens Cadet's Invitations/Uni versal T-Stat Guard Drawer and Cabinet Lock/Powerx AAA Batteries/Wire Keyboard/Mini	167.55
Visa/Fire	Visa Fire 9298 10.15-Lunch for Inmates	124.16
Visa/Fire	Visa Fire 9298 10.15-Payment to Thyssenkrupp Elevator for Repairs	554.33
Visa/Fire	Visa fire 9298- 10.15 Channel DVR	311.92
Windstream	Chamber of Commerce Phone bill 10/15	239.35
Windstream	EDC Phone Bill 11/15	180.90

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - General
From 12/1/2015 Through 12/30/2015

Windstream	Mainstreets Phone bill 10/15	135.69
Windstream	Gen-Phone Bill 10/15	4,791.30
<hr/>		<u>437,905.74</u>

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - Water
From 12/1/2015 Through 12/30/2015

505 - Water & WasteWater

Vendor Name	Current Balance
A & L Plains Agricultural Lab	150.00
Atco International	2,722.00
Balar Equipment	4,641.10
Bob's Thriftway	39.90
C & S Motor Parts Co.	129.77
California Cont. Supplies, Inc	1,097.17
Cardinal Laboratories	117.49
Copies, Inc.	1,189.74
Culligan Water Conditioning	24.50
Dana Kepner Co.	12,200.00
Deluxe	365.51
DPC Industries Inc.	394.77
Energy Electrical	306.00
Federal Express Services	95.40
Forrest Tire Co.	551.84
General Welding Supply	170.00
Haarmeyer Electric	328.17
Higginbotham-Bartlett Co.	582.02
Lovington Auto Supply	36.77
Lovington Tire Service	52.41
M & R Tire Service, LLC	684.19
Master Printers	925.65
Mid-American Research Chemical	798.44
Northern Tool & Equipment Co.	1,499.99
P & D Petroleum, Inc	1,849.38
Patriot Pipe & Supply LTD	571.06
Polydyne Inc.	1,008.00
Professional Communications	926.06
Pure Operations, LLC	704.03
Reid Insurance Group, Inc.	96,900.30

Solid Waste Authority	4,089.80
Staples Advantage	274.89
SWAT, LLC	1,180.27
Tom's Plumbing	484.77
Unifirst Corp.	301.80

Report Balance	<u>137,393.19</u>
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Payee	Description	Check Amount
Visa-7326 Travel	Visa 7326 Travel- WasteWater Meals for Training in Clovis/Hotel for M Astudillo For Training	372.36
Visa 7326 Travel	Visa 7326 Travel- WasteWater Meals for Training in Albuq/Hotel for Miguel Compost School	699.23
Visa-9934 CAH	Visa-9934 CH-Water Fuel/Meals/Motel-Wyatt Training	188.13
Visa-9934 CAH	VISA 9934 CH-Water-Food for Inmates	95.37
Visa-8621 Org Trv	VISA 8621 10/15 WasteWater-Meals/Motel for Training in Albuq for S Hernandez	698.34
SWAT, LLC	Water-Dell Desktop Computers for Water Clerks	4,935.68
Lea County Electric	Water-Electric Bill for 10/15	19,509.60

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - Water
From 12/1/2015 Through 12/30/2015

Waste Management of New Mexico	Solid Waste-roll-off Dumping 10/15	11,531.87
New Mexico Gas Company	Water-Utility Gas Bill for 10/15	91.19
Windstream	Water-Telephone Bill 10/15	458.03
Wyatt Duncan	Water-Reimb for Clothes from Jcpenny/Kolhs	501.76
Waste Management of New Mexico	Solid Waste-Polycarts for Sept 2015	122,205.38
Staples	Water-Office Supplies	841.18
Windstream	WasteWater-Internet Bill line to Scada	60.04
AT&T Mobility	Water-Cellular Phone Bill 10/15	631.09
Waste Management of New Mexico	Solid Waste-Polycarts Bill for Oct 2015	122,242.85
Report Total		<u>421,825.98</u>