

**REGULAR MEETING OF THE CITY COMMISSION  
MONDAY, FEBRUARY 9, 2015 @ 5:30 P.M.  
CITY COMMISSION CHAMBERS, 214 S. LOVE STREET**

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

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

**Also Present:** City Manager Williams, Assistant City Manager Jared Cobb, City Finance Director Gary Chapman, City Clerk Carol Ann Hogue, City Attorney Patrick McMahon, Police Chief David Rodriguez, City Planner Merideth Hildreth, and Administrative Assistant Anna Juarez

**Invocation:** Commissioner Campos gave the invocation

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

**Approval of Agenda:** Mayor Gandy called for a motion to approve the agenda. Commissioner Bengé so moved to approve the agenda with two changes; action item Consider Approval of Resolution 2015-12: Destruction and Disposal of Real Property to Personal Property and Remove Consider Approval of Resolution 2015-13: City of Lovington Consenting to the Expansion of Eastern Regional Housing Authority's Jurisdiction to Include Property within the Territorial Boundaries of the City of Lovington due to lack of paper work. Commissioner Campos seconded and a roll call was taken: Commissioner Bengé – Yes, Commissioner Campos – Yes, Commissioner Butcher – Yes, Commissioner Trujillo - Yes, and Mayor Gandy – Yes.

**Approval of the Regular Minutes of January 26, 2015:** Mayor Gandy called for a motion to approve the regular minutes of January 26, 2015. Commissioner Trujillo so moved. Commissioner Campos seconded and a roll call was taken: Commissioner Campos – Yes, Commissioner Trujillo – Yes, Commissioner Bengé – Yes, Commissioner Butcher – Yes, and Mayor Gandy – Yes.

**COMMISSIONER AND STAFF REPORTS:**

- City Planner Merideth Hildreth stated will charter the Toastmasters Club on February 14, 2015; Club meets every Tuesday at the Troy Harris Chamber, everyone is welcomed to join. Organization is dedicated to help improve public speaking skills and leadership skills.
- Commissioner Campos commended City Manager Williams on getting the temporary soccer fields set up
- Mayor Gandy asked City Manager Williams to share information on city streets. City Manager Williams stated Engineers calculated 108 miles of municipal roads; 90% of City's roads need to be reconstructed. Price is \$210 per foot with an estimate cost of \$119.7 million to reconstruct roads. Possibly consider to use capital improvement funds for road improvements
- Chief of Police Rodriguez stated body cams have arrived

- Assistant City Manager Cobb stated first draft of comprehensive plan will be reviewed by Steering Committee on February 10, 2015 at 3:30 P.M.; to be held at Troy Harris Center; public was invited
- City Manager Williams:
  - Informed Commissioners of documents received today for City to receive the \$100,000.00 for the Lea theater project; starting tomorrow ordinance 533 is being advertised; Ordinance 533 needs to be adopted and voted on by City Commission meeting on February 23, 2015.
  - Informed Commissioners of Leaco agreement to remove Library internet services; Leaco modified agreement added Animal Shelter and Motor Vehicle Department

**NON-ACTION ITEMS:**

**African American Month Proclamation 201501:** Mayor Gandy presented proclamation to Tueredia McBride.

**Discussion of Lea Theater Project State Grant:** City Manager stated Ordinance 533 is a Project Participation Agreement and Guaranty Document required documentation to the NM Economic Development Department so the process of securing the \$100,000 grant for the Lea Theater Project could begin; signed in next meeting.

**Discussion of Public Safety Radio Equipment –** City Manager Williams was informed by Lea County that the “Ferguson Tower” that holds the equipment for radio communications for the City and County’s public safety departments has failed its structural and safety inspection. City Manager Williams stated due to the age of the tower, it cannot be repaired or bought up to a safe condition and must be replaced. City Manager Williams stated after discussing issue with County Manager Gallagher, since County and city are the only two entities utilizing this tower on the network; each entity should have an equal fiscal responsibility of an estimated expenditure for the City of \$300,000.00. City Manager Williams stated future location by the County detention center; quote will be requested to include demolition of old tower.

**ACTION ITEMS:**

**Consideration Approval of Resolution 2015-11: Accepting the June 30, 2014 Audit Report and Financial Statements for the City of Lovington:** Mayor Gandy called for a motion to consider approval of Resolution 2015-11: accepting the June 30, 2014 Audit Report and Financial Statements for the City of Lovington. Finance Director Chapman addressed the Commissioners accept the audit report which has been approved by the Office of State Auditor. Commissioner Trujillo so moved. Commissioner Bengé second and a roll call was taken: Commissioner Bengé – Yes, Commissioner Butcher – Yes, Commissioner Trujillo - Yes, Commissioner Campos – Yes, and Mayor Gandy – Yes. Motion was approved.

**Consideration Approval of Resolution 2015-12: Destruction and Disposal of ~~Real~~ Personal Property:** Mayor Gandy called for a motion to approve consideration of Resolution 2015-12: Destruction and Disposal of Personal Property. Finance Director Chapman addressed Commissioners of 2007 Chevy Impala police unit that was involved in a collision and was subsequently totaled by the insurance company. Finance Director Chapman stated unit is classified as a capital asset and is on the City inventory; the resolution will authorize the disposal of the unit and its removal from City’s inventory for audit purposes. Finance Director Chapman

stated staff is requesting permission to sell the unit as scrap; tires will be reused. Commissioner Bengé so moved. Commissioner Trujillo seconded and a roll call was taken: Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Bengé – Yes, Commissioner Campos – Yes, and Mayor Gandy - Yes. Motion was approved.

**Removed: Consider Approval of Resolution 2015-13: City of Lovington Consenting to the Expansion of Eastern Regional Housing Authority’s Jurisdiction to Include Property within the Territorial Boundaries of the City of Lovington**

**Consideration Resolution to Approve Replat of Property at 2010 N. Main Street, Drives Acres Subdivision, Lot 8 and North 55 feet of Lot 9:** Mayor Gandy called for a motion to approve consideration of Resolution to Approve Replat of Property at 2010 N. Main Street, Drives Acres Subdivision, Lot 8 and North 55 feet of Lot 9. City Planner Hildreth addressed Commissioners of replat was recommended by the Planning and Zoning Commission; the replat will create 5 lots out of one parcel, it is a mobile home subdivision. City Planner Hildreth stated replat includes a dedicated private easement and hammerhead for emergency vehicles. City Planner Hildreth stated if property is sold separately to consider for property to meet pavement standards at ownership expense; 911 addressing will inform City if property is sold. Robert Fierro asked Commissioners for their blessing to leave dedicated private road to remain caliche. City Manager Williams responded to Mr. Fierro request, City cannot make assurance with approving as is; City’s does not assign addressing. City Manager Williams stated 911 addressing might assign a main street address or it could be another road. City Manager Williams stated if road is a public road; road will have to be brought up to standards. Commissioner Trujillo stated to Mr. Fierro to leave replat as is; but stated to explain to owner if sell or add property, owner will need to go back to go to board for approval. Commissioner Butcher so moved. Commissioner Campos seconded and a roll call was taken: Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Campos – Yes, Commissioner Bengé, and Mayor Gandy - Yes. Motion was approved.

**Consideration Approval of Planning and Zoning Commission Appointment:** Mayor Gandy called for a motion to approve of Planning and Zoning Commission Appointment. Commissioner Campos so moved. Commissioner Butcher seconded. City Manager Williams addressed Commissioners to consider: Gary Clemens, Dave Rowser, or Gus Vejil to the Planning and Zoning Commission to serve out the remainder of Linda Goff’s term, which will expire in March of 2016. Commissioner Trujillo so moved to appoint Gus Vejil to the Planning and Zoning Commission. Commissioner Campos seconded and a roll call was taken: Commissioner Campos – Yes, Commissioner Bengé – Yes, Commissioner Trujillo – Yes, and Commissioner Butcher – Yes, and Mayor Gandy – Yes. Motion was approved.

**Consider Approval of ETZ Board Appointment:** Mayor Gandy called for a motion to approve appointment of ETZ Board Appointment. City Manager Williams addressed Commissioners to consider Raymond Moreno, Betty Price, and Randy Pettigrew to be reappointed for a one year term to the ETZ Board. Commissioner Bengé so moved. Commissioner Campos seconded and a roll call was taken: Commissioner Trujillo – Yes, Commissioner Bengé – Yes, Commissioner Butcher – Yes, Commissioner Campos, and Mayor Gandy - Yes. Motion was approved.

**Consider Approval of Parks and Recreation Board Appointments:** Mayor Gandy called for a motion to approve appointment of Parks and Recreation Board Appointments. City Manager

Williams addressed Commissioners of the request from City Resident to the Parks and Recreation Board: Junior Hernandez, Mara Salcido, and Rachel Gallagher. Commissioner Bengé so moved to appoint Rachel Gallagher as the City Resident to the Parks and Recreation Board for a three year term. Commissioner Butcher so moved and roll call was taken: Commissioner Bengé – Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Campos, and Mayor Gandy - Yes. Motion was approved. Commissioner Bengé so moved to appoint Youth Representative Jonathan Rogers and Lucrecia Rodriguez to the Parks and Recreation Board for a three year term. Commissioner Trujillo so moved and roll call was taken: Commissioner Campos – Yes, Commissioner Butcher – Yes, Commissioner Trujillo – Yes, Commissioner Bengé, and Mayor Gandy - Yes. Motion was approved.

**Consider Approval of Library Board Reappointments:** Mayor Gandy called for a motion to approve reappointment of Library Board. City Manager Williams addressed Commissioners of the request from Sharon Williams and Donna Bengé for reappointment to the Library Board. Commissioner Bengé so moved. Commissioner Trujillo seconded and a roll call was taken: Commissioner Bengé – Yes, Commissioner Campos – Yes, Commissioner Butcher – Yes, Commissioner Trujillo, and Mayor Gandy - Yes. Motion was approved

**Consider Appointment of Board Member to SNMEDD/COG:** Mayor Gandy called for a motion to consider appointment of Board Member to SNMEDD/COG. City Manager Williams addressed Commissioners of appointment to Board of Directors to SNMEDD/COG to continue to be filled by City Manager, James Williams. Commissioner Bengé so moved. Commissioner Campos seconded and a roll call was taken: Commissioner Campos – Yes, Commissioner Butcher – Yes, Commissioner Bengé – Yes, Commissioner Trujillo, and Mayor Gandy - Yes. Motion was approved

**Consider Approval of Accounts Payable:** Mayor Gandy called for a motion to approve the accounts payable. Commissioner Bengé so moved. Commissioner Butcher seconded and a roll call was taken: Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Bengé – Yes, Commissioner Campos, and Mayor Gandy - Yes. Motion was approved.

**PUBLIC COMMENT:**

Mike Gallagher County Manager, introduced Kevin Jolley from Global Spectrum. Mr. Jolley will be the general manager for the Lea County Fair Grounds and Event Center.

**CLOSED SESSION:**

At 6:12 p.m., Commissioner Trujillo moved to adjourn Regular Session and convene in Closed Session Pursuant to Section 10-15-1 NMSA 1978, Subsection H-8-regarding the purchase, acquisition or disposition of real property or water rights. Commissioner Bengé seconded and a roll call vote was taken: Commissioner Bengé - Yes; Commissioner Trujillo - Yes; Commissioner Butcher – Yes; Commissioner Campos - Yes; and Mayor Gandy - Yes.

At 6:30 p.m., Commissioner Butcher so moved to adjourn Closed Session and reconvene in Regular Session stating that matters discussed were limited only to those specified in the motion and no action was taken. Commissioner Campos seconded and a roll call

vote was taken: Commissioner Bengé - Yes; Commissioner Trujillo - Yes; Commissioner Campos - Yes; Commissioner Butcher - Yes; and Mayor Gandy - Yes.

**OTHER:**

Commissioner Trujillo asked City Manager Williams if the wrecked vehicles at the police department are permanent because neighbors are complaining of site and, if permanent, to consider a metal fence. City Manager Williams responded to Commissioner Trujillo inquiry stating vehicles are temporary.

**ADJOURNMENT:**

There being no further business the meeting adjourned at 6:32 p.m.

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

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

**CITY OF LOVINGTON**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 23, 2015



TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

**SUBJECT:** Flags Across America Proclamation  
**DEPARTMENT:** Executive  
**SUBMITTED BY:** James R. Williams, City Manager  
**DATE SUBMITTED:** February 17, 2015

**STAFF SUMMARY:**

Staff have received a request from Teri Chrisman for assistance in traffic control on Saturday, February 28. She and several others are organizing a Flags Across America event that will take place in downtown Lovington.

To recognize, promote, and show the City's support for this event, we have prepared Proclamation 201502.

**FISCAL IMPACT:**

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

(Finance Director)

**ATTACHMENTS:**

Proclamation 201502

**RECOMMENDATION:**

Teri Chrisman will be present at the meeting to accept the proclamation.

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

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



# *Proclamation*

**201502**

## **Flags Across America**

**WHEREAS**, *Flags Across America is a volunteer program for communities across the nation, and;*

**WHEREAS**, *the program is designed and developed to create awe-inspiring and educational celebrations about the flag of the United States of America, and;*

**WHEREAS**, *the intent of these celebrations is to elevate Americans to ever greater heights of commitment to flag and country , and;*

**WHEREAS**, *local citizens have taken it upon themselves to organize and promote this event in Lovington which will demonstrate national unity in the preservation of freedom from past to future and paying tribute to millions of Americans who toiled and sacrificed to make our country a land of freedom and opportunity*

**NOW, THEREFORE**, *I, Scotty Gandy, Mayor of Lovington, New Mexico do hereby proclaim this February 28, 2015 as Flags Across America Day and ask that all citizens proudly display the American Flag and join in this event in downtown Lovington.*

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*Scotty Gandy*  
*Mayor*

**ATTEST:**

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*Carol Ann Hogue*  
*City Clerk*

**CITY OF LOVINGTON**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 23, 2015



TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

**SUBJECT:** Lea Theater Fundraiser  
**DEPARTMENT:** Executive  
**SUBMITTED BY:** James R. Williams, City Manager  
**DATE SUBMITTED:** February 18, 2015

**STAFF SUMMARY:**

The Lea Community Foundation for the Arts (organization that is leasing the Lea Theater) is planning a fundraiser for the restoration of the theater. This event, as planned, would involve an auction and entertainment yet to be determined. City staff were asked about the feasibility of having a winery present at the event. The Foundation would be required to obtain the necessary permits from the State and these would require Commission approval as part of the process. There is nothing in City code that prohibits this type of event so long as State law is followed.

**FISCAL IMPACT:**

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

(Finance Director)

**ATTACHMENTS:**

**RECOMMENDATION:**

Discussion only.

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

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

**CITY OF LOVINGTON**  
STAFF SUMMARY FORM



MEETING DATE: January 26, 2015

TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

**SUBJECT:** Amended Resolution 2015-09: 2014-15 Budget Transfers  
**DEPARTMENT:** Finance Department  
**SUBMITTED BY:** Gary Lee Chapman, Finance Director  
**DATE SUBMITTED:** January 26, 2015

**STAFF SUMMARY:**

Budget transfers require approval from the New Mexico Department of Finance and Administration (DFA). It was noted during their approval process that the Senior Programs were budgeted to be \$373,313. Therefore, our general fund transfer of \$155,000 needed to be increased by \$671.00 to make sure the total of revenues plus transfers equal the budget of \$373,313.

$\$28,696 + \$188,946 + \$155,671 = \$373,313.$

**FISCAL IMPACT:**

None.

REVIEWED BY: 

(Finance Director)

**ATTACHMENTS:**

Summary of Budget Changes  
Amended Resolution 2015-09

**RECOMMENDATION:**

Approve.

  
Department Head

  
City Manager

**CITY OF LOVINGTON**

**RESOLUTION NO. 2015-09 (AMENDED)**

**WHEREAS**, the City Commission of the City of Lovington meeting in regular session on January 26, 2015 did propose to make certain budget transfer(s); and

**WHEREAS**, the City Commission does ask that authorization for the following **BUDGETARY TRANSFERS** be granted:

<u>FUND / AND OR LINE ITEM INVOLVED</u>	<u>TO</u>	<u>FROM</u>
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SEE ATTACHED LISTING

**WHEREAS**, the reason for the above transfers are:

To properly report both revenues and expenditures for the City's senior programs in compliance with Non-Metro Area Agency on Aging's reporting requirements.

**NOW, THEREFORE**, it is respectfully requested that authorization to make the above transfers be granted by the Local Government Division of the Department of Finance and Administration.

Done at Lovington, New Mexico this 26<sup>th</sup> day of July, 2015.

CITY OF LOVINGTON

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

ATTEST:

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

\_\_\_\_\_  
For Local Government Division Use Only



**CITY OF LOVINGTON**  
COMMISSION STAFF SUMMARY FORM  
**February 23, 2015**  
MEETING DATE: ~~February 9, 2015~~



TYPE:  RESOLUTION     ORDINANCE     PROCLAMATION     INFORMATION     OTHER ACTION

**SUBJECT:** Resolution 2015-13: Housing Authority Transfer  
**DEPARTMENT:** Executive  
**SUBMITTED BY:** James R. Williams, City Manager  
**DATE SUBMITTED:** February 2, 2015

**STAFF SUMMARY:**

The attached resolution will allow for the Lovington Housing Authority to be transferred to the Eastern Regional Housing Authority. This resolution is required by the US Department of Housing and Urban Development.

The Executive Director of the Eastern Regional Housing Authority will be present at the meeting to answer any questions.

**This item was omitted from the February 9, 2015 agenda at the request of the Eastern Regional Housing Authority as they were not able to provide the requested documents to City staff prior to the meeting. They requested that this item be placed on tonight's agenda.**

**FISCAL IMPACT:**

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

*(Finance Director)*

**ATTACHMENTS:**

Resolution 2015-13

**RECOMMENDATION:**

Motion to approve Resolution 2015-13.

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

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

**RESOLUTION 2015-13**

**RESOLUTION OF THE CITY OF LOVINGTON, LEA COUNTY, NEW MEXICO CONSENTING TO THE EXPANSION OF EASTERN REGIONAL HOUSING AUTHORITY'S JURISDICTION TO INCLUDE PROPERTY WITHIN THE TERRITORIAL BOUNDARIES OF THE CITY OF LOVINGTON:**

**WHEREAS**, the City of Lovington Housing Authority (the "Lovington Housing Authority") owns Fifty (50) unit housing project (the "Housing Project") which is located within the territorial boundaries of the City of Lovington, Lea County, New Mexico; and

**WHEREAS**, the Board of Commissioners for the Lovington Housing Authority has determined that the Lovington Housing Authority can no longer efficiently or economically operate the Housing Project; and

**WHEREAS**, the Lovington Housing Authority has determined that the Eastern Regional Housing Authority ("Eastern"), a regional housing authority created pursuant to the provisions of §11-3A-4 NMSA 1978 (2010 Repl. Pamp.) has the expertise to own, operate and manage housing projects in compliance with various state and federal affordable housing programs, including the rules and regulations related thereto; and

**WHEREAS**, subject to the final approval of the United States Department of Housing and Urban Development, the Lovington Housing Authority has agreed to transfer to the Housing Project to Eastern; and

**WHEREAS**, §11-3A-5 NMSA 1978 (2010 Repl. Pamp.) precludes a regional housing authority created pursuant to the provisions of §11-3A-4 NMSA 1978 (2010 Repl. Pamp.) from operating within the territorial boundary of a municipality or county that has created a local housing authority, without first obtaining the consent of the governing body of the municipality or county which created such local housing authority; and

**WHEREAS**, §11-3A-5 NMSA 1978 (2010 Repl. Pamp.) would ordinarily preclude Eastern from operating any projected located within the territorial limits of the City of Lovington, New Mexico, since that city has established a local housing authority; and

**WHEREAS**, the City of Lovington desires to consent to an expansion of the jurisdiction of Eastern to include that area within the territorial boundaries of the City of Lovington, so that Eastern can own, operate and manage the Housing Project; and

**WHEREAS**, the Lovington Housing Authority has passed a resolution by which it supports and encourages the City of Lovington to give such consent;

**NOW THEREFORE, BE IT RESOLVED** that the City of Lovington hereby consents to the expansion of the area over which Eastern has jurisdiction to include that area within the territorial boundaries of the City of Lovington, Lea County, New Mexico, such consent being provided in accordance with the requirements of §11-3A-5 NMSA 1978 (2010).

**BE IT FURTHER RESOLVED**, that such consent may be withdrawn pursuant to the provisions of §11-3A-5(B) in the event that the Department of Housing and Urban Development does not, for any reason, approve the transfer of the Housing Project from the Lovington Housing Authority to Eastern.

**PASSED APPROVED AND ADOPTED** this 23<sup>rd</sup> day of FEBRUARY, 2015.

\_\_\_\_\_  
SCOTTY GANDY, MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk



**CITY OF LOVINGTON**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 23, 2015



TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

**SUBJECT:** Resolution 2015-15: Soil Boring, Testing, and Analysis  
**DEPARTMENT:** Executive  
**SUBMITTED BY:** James R. Williams, City Manager  
**DATE SUBMITTED:** February 11, 2015

**STAFF SUMMARY:**

City staff are developing and planning the Lovington Industrial Park. One aspect of this plan, as well as a question asked by parties interested in developing business in the industrial park, is the mineral content and structure of this property. In order for this to be determined, soil boring, testing, and analysis is required.

The Lovington EDC Board of Directors recommends utilizing Economic Development funds for this portion of the project, not to exceed \$25,000.

**FISCAL IMPACT:**

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

*(Finance Director)*

Maximum potential expense to Local Economic Development Fund (311): \$25,000

**ATTACHMENTS:**

Resolution 2015-15

**RECOMMENDATION:**

Motion to adopt Resolution 2015-15.

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

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

**RESOLUTION 2015-15**

**WHEREAS**, the City of Lovington is in the process of planning and developing its industrial park; and

**WHEREAS**, development of the industrial park will have a positive economic impact on the City; and

**WHEREAS**, assessment of the mineral content and structure of this property is often requested from parties interested in the industrial park area; and

**WHEREAS**, the Lovington Economic Development Corporation Board of Directors recommend funding soil boring, testing, and analysis utilizing Economic Development Funds.

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

1. conduct soil boring, testing, and analysis of certain areas of the industrial parks; and
2. the costs associated with these activities will be paid for using no more than \$25,000 of Local Economic Development Funds.

APPROVED THIS 23<sup>rd</sup> DAY OF FEBRUARY, 2015.

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SCOTTY GANDY, MAYOR

ATTEST

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CAROL ANN HOGUE, CITY CLERK

**CITY OF LOVINGTON**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 23, 2015



TYPE:  RESOLUTION     ORDINANCE     PROCLAMATION     INFORMATION     OTHER ACTION

**SUBJECT:** Resolution 2015-16: LCSO Memorandum of Understanding  
**DEPARTMENT:** Police  
**SUBMITTED BY:** David Rodriguez, Police Chief  
**DATE SUBMITTED:** February 17, 2015

**STAFF SUMMARY:**

Resolution 2015-16 will authorize the Mayor to execute a Memorandum of Agreement with the Lea County Sheriff's Office. This agreement is renewed each time a new Sheriff is elected and authorizes/commissions our officers to operate and respond outside of the City limits.

**FISCAL IMPACT:**

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

(Finance Director)

**ATTACHMENTS:**

Resolution 2015-16  
Memorandum of Agreement

**RECOMMENDATION:**

Motion to approve Resolution 2015-16

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

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

**RESOLUTION 2015-16**

**WHEREAS**, the Lea County Sheriff's Office has provided the City of Lovington a Memorandum of Agreement to allow the certified officers of the Lovington Police Department to effectively and efficiently provide proper law enforcement investigations, assistance, or services to Lea County residents; and

**WHEREAS**, it is necessary that City law enforcement officers will be eligible for a County Commission through the Lea County Sheriff's Office.

**NOW, THEREFORE, BE IT RESOLVED** that the Lovington City Commission authorizes the Mayor to execute a Memorandum of Agreement between the City of Lovington and the Lea County Sheriff's Office.

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

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SCOTTY GANDY, MAYOR

ATTEST:

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CAROL ANN HOGUE, CITY CLERK

**MEMORANDUM OF AGREEMENT BETWEEN  
THE LEA COUNTY SHERIFF'S OFFICE  
AND  
CITY OF LOVINGTON, NEW MEXICO**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 between the Lea County Sheriff's Office (hereinafter "LCSO") and the City of Lovington, New Mexico, a municipal corporation (hereinafter "City").

WHEREAS, the parties to this agreement are or have public law enforcement agencies; and

WHEREAS, the purpose of this agreement is to allow the certified municipal law enforcement personnel to effectively and efficiently provide proper law enforcement investigations, assistance, or services to Lea County residents; and

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

**NOW, THEREFORE**, it is mutually agreed as follows:

**1. COUNTY COMMISSIONED LAW ENFORCEMENT OATH**

Each law enforcement officer of the City will be eligible for a County Commission through the Lea County Sheriff's Office. The Chief of Police and officer will be required to complete a registration form and the Oath of Office.

These forms will be signed and notarized and sent to the Sheriff's Office for approval. The completed registration form and Oath of Office will be filed with the Lea County Clerk's Office.

**2. LAW ENFORCEMENT SERVICES**

The Lea County Sheriff and his Office welcome all assistance in the investigation and enforcement of the criminal and civil processes for our communities. The personnel leaving their municipal jurisdictions and entering the County's jurisdictions will follow their municipality's policies, practices, and procedures, as well as applicable laws of Lea County, the State of New Mexico, and the United States.

The Sheriff's Office is willing to assist with personnel entering the County's jurisdiction, where and when feasible and time permitting. With consolidated dispatch and a shared radio system, our departments have the ability to communicate any requests for assistance. It is recommended the officer or entity contact, when feasible, the Sheriff's Office or its personnel for assistance when entering the County areas.

All City officers shall remain at all times employees of the City. No City officer shall at any time be considered eligible for County wages, benefits, or insurance.

**3. HOLD HARMLESS**

By entering into this contract the City accepts sole and complete responsibility and liability for any and all damages to persons and property caused or arising out of any act or omission on the part of their employees in connection with this agreement..

**4. SEVERABILITY**

If any portion of this agreement is for any reason held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions.

**5. EFFECTIVE DATE**

This Agreement shall be effective upon execution and approval of the Lea County Sheriff.

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

CITY OF LOVINGTON, NEW MEXICO

LEA COUNTY, NEW MEXICO

By: \_\_\_\_\_  
R. Scott Gandy, Mayor

By: \_\_\_\_\_  
Steve Ackerman, Lea County Sheriff

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Patrick B. McMahon  
City of Lovington Attorney

\_\_\_\_\_  
John W. Caldwell  
Lea County Attorney

CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM



MEETING DATE: \_\_\_\_\_

TYPE:  RESOLUTION     ORDINANCE     PROCLAMATION     INFORMATION     OTHER ACTION

**SUBJECT:** Resolution 2015-18  
**DEPARTMENT:** Finance  
**SUBMITTED BY:** Gary Chapman, Finance Director  
**DATE SUBMITTED:** February 17, 2015

**STAFF SUMMARY:**

Staff have prepared Resolution 2015-18 so that equipment that is of no further use to the City may be removed from the fixed asset inventory (if required) and disposed of at auction on March 7th.

**FISCAL IMPACT:**

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

(Finance Director)

Revenues from auction will be credited to appropriate funds.

**ATTACHMENTS:**

Resolution 2015-18  
Resolution 2015-18 Exhibit A

**RECOMMENDATION:**

Motion to approve Resolution 2015-18.

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

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

**RESOLUTION 2015-18**

**SALE OF PERSONAL PROPERTY**

**WHEREAS**, the City has identified assets that are of no further use; and

**WHEREAS**, it is in the best interests of the City to sell these assets at auction.

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

1. The assets listed on "EXHIBIT A" be sold at auction on March 7, 2015; and
2. Those assets on "EXHIBIT A" that are listed in the City fixed asset inventory be removed.

DONE THIS 23<sup>rd</sup> DAY OF FEBRUARY, 2015.

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SCOTTY GANDY, MAYOR

ATTEST:

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CAROL ANN HOGUE, CITY CLERK

**RESOLUTION 2015-18  
EXHIBIT A**

ITEM DESCRIPTION	SERIAL/IDENTIFICATION NUMBER
Dell 1230C Printer	1W25DH1
Dell 1230C Printer	9W25DH1
Sharp AR-M335N Copier	C1564
Sharp MX-M363N Copier	C1904
Dell 1230C Toner, Black (3 total)	N/A
Dell 1230C Toner, Cyan (1 total)	N/A
Dell 1230C Toner, Magenta (2 total)	N/A
Dell 1230C Toner, Yellow (2 total)	N/A
Brother HL-54 Printer	U63080D2J136901
1975 International Dump Truck	43747DYB14947
1990 Chevrolet Dump Truck	1GBT7H4J4LJ202529
1974 Ford Water Truck	F75FVU11367
1995 Chevrolet 3500	1GBHK34K0RE260994
HP Toner Cartridge C4127A 27A (8 total)	N/A
HP Laser Jet Print Cartridge Q2610A 10A	N/A
2006 Dodge Pickup	3D7KR19D76G200796
Light bars (8 total)	N/A
Unit cages (2 total)	N/A

**CITY OF LOVINGTON**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 23, 2015



TYPE:  RESOLUTION     ORDINANCE     PROCLAMATION     INFORMATION     OTHER ACTION

**SUBJECT:** Resolution 2015-19: Computer destruction  
**DEPARTMENT:** Executive  
**SUBMITTED BY:** James R. Williams  
**DATE SUBMITTED:** February 11, 2015

**STAFF SUMMARY:**

Per NM State Audit Rule, computers must be electronically sanitized prior to disposal. City staff have electronically sanitized as well as physically destroyed the hard drives on the listed computers. The disposal of these items was necessary as they were obsolete and can no longer be utilized for City operations. Resolution 2015-19 certifies that the sanitizing and destruction of the computers was performed.

**FISCAL IMPACT:**

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

(Finance Director)

**ATTACHMENTS:**

Resolution 2015-19  
Attachment A

**RECOMMENDATION:**

Motion to adopt Resolution 2015-19

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

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

**RESOLUTION 2015-19**

**CERTIFICATION OF SANITIZING AND DESTRUCTION OF OBSOLETE COMPUTERS AND ELECTRONIC MEDIA BY THE CITY OF LOVINGTON, NEW MEXICO**

**WHEREAS**, it is necessary for the City of Lovington to dispose of computers and electronic media due to these items becoming obsolete; and

**WHEREAS**, the New Mexico State Audit Rule 2.2.2.10 T requires that in the event a computer is disposed of, the agency shall “sanitize” all licensed software and hard drive erasure is required; and

**WHEREAS**, the City of Lovington has adopted the policy of performing a complete format of hard drives prior to their physical destruction that renders the drive permanently inoperable.

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

1. City staff completed the sanitizing and destruction of the hard drives of the computers listed in “EXHIBIT A”; and
2. the City Commission certifies that the sanitizing and destruction of the hard drives and electronic media conforms with NM State Audit Rules.

DONE THIS 23<sup>rd</sup> DAY OF FEBRUARY, 2015

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Scotty Gandy, Mayor

ATTEST:

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CAROL ANN HOGUE, CITY CLERK

RESOLUTION 2015-19  
EXHIBIT A

I, James R. Williams, City Manager for the City of Lovington electronically sanitized the following computers by performing a format of each hard drive in addition to physically removing the hard drive and rendering the drives inoperable utilizing hand tools. All computers and drives were properly disposed by placing them in the trash. Computers with no hard drive present was due to the hard drive being installed in the replacement computers. Photos of the computers and drives are attached for reference.

<b>Date Sanitized/Destroyed</b>	<b>Computer ID</b>	<b>Hard Drive ID</b>
02/11/2015	9BLBLJ1	WMAYUK917545
02/11/2015	MQ0408050769	HD Installed in Replacement
02/11/2015	MXM80404ZS	6RX1DGTC
02/11/2015	FN9ZGS1	Z2AHGT8R
02/11/2015	MXM80404ZR	6RX1DH4N
02/11/2015	MXM804018B	6RX1CDJQ
02/11/2015	NO ID NUMBER	6SZ1E1EJ
02/11/2015	BXSGRD1	HD Installed in Replacement
02/11/2015	8TN1RD1	WMAM9VD40548
02/12/2015	000198	2R015H1110311
02/12/2015	000197	5BD0VZVY
02/12/2015	000199	WFGD7880
02/16/2015	F6R9M51	WMAM9VH07430 WCANL1454753 WCANL1455678
02/16/2015	C5Y8N01	WMADZ3077179
02/16/2015	B6FDN01	WMAMA5132388
02/16/2015	6B33C51	WCAJA3008966
02/16/2015	8833L51	WCAJC3055239
02/16/2015	BPZZL21	3KE07606
02/16/2015	D833L51	95A6DL88 WCAPZ3641832
02/16/2015	HD33L51	WCAJC3009575
2/16/2015	65014351	65016249



CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 23, 2015



TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

**SUBJECT:** Resolution 2015-20: Comprehensive Plan Adoption  
**DEPARTMENT:** Executive  
**SUBMITTED BY:** Jared Cobb, Assistant City Manager  
**DATE SUBMITTED:** February 19, 2015

**STAFF SUMMARY:**

Resolution 2015-20 will formally adopt the 2015 Comprehensive Plan document. This document received recommendations for approval by the Steering Committee as well as the Planning and Zoning Commission.

Staff are requesting that prior to making a motion to adopt this resolution that the Commission open a public hearing concerning the 2015 Comprehensive Plan. Upon adoption, the public hearing may be closed.

Copies of the draft plan and addendum 1 are available on the City website. Once this plan is adopted, the final copy will be electronically available as well as hard copies provided to the City by ARC.

**FISCAL IMPACT:**

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

(Finance Director)

**ATTACHMENTS:**

Resolution 2015-20

**RECOMMENDATION:**

Motion to adopt 2015-20 in a public hearing.

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

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

## RESOLUTION NO. 2015-20

### ADOPTION OF THE CITY OF LOVINGTON 2015 COMPREHENSIVE PLAN

**WHEREAS**, the comprehensive plan is a long-range policy guide to decisions about the physical development of the city, addressing: land use, transportation, community character, economic development, public facilities, utilities, housing, and implementation; and

**WHEREAS**, the comprehensive plan gives long-range and comprehensive context and support for the Infrastructure Capital Improvement Program, Community Development Block Grant (CDBG) infrastructure development grants, as well as other state and federal grants and loans that the city may apply for; and

**WHEREAS**, the City of Lovington adopted a comprehensive plan in 2003 that needed to be updated based on changes in the community, city priorities, and policy direction; and

**WHEREAS**, the City Commission of the City of Lovington is enabled through Section 3-19-9 NMSA 1978 to adopt a comprehensive plan which makes recommendations on a variety of subjects; and

**WHEREAS**, the City Commission believes that the plan is an essential document that will guide policy decisions and the allocation of financial and staff resources; and

**WHEREAS**, the City developed the 2015 Comprehensive Plan through a detailed review of the 2003 Comprehensive Plan, research and analysis of current demographic and socioeconomic information, various analyses of land use, streets, storm drainage, city facilities, parks, infrastructure, housing, and evaluation of the City zoning code; and

**WHEREAS**, on March 24, 2014, the City Commission approved Resolution 2014-11 to establish the Comprehensive Plan Steering Committee to help guide the development of the comprehensive plan;

**WHEREAS**, the Comprehensive Plan Steering Committee solicited input from stakeholders through an extensive public engagement process, which included two visioning meetings, ten focus groups, and receipt of public comment at five Comprehensive Plan Steering Committee meetings; and

**WHEREAS**, on February 10, 2015, the Comprehensive Plan Steering Committee recommended approval of the City of Lovington 2015 Comprehensive Plan with Addendum No. 1 to the Lovington Planning and Zoning Commission by a unanimous vote; and

**WHEREAS**, on February 17, 2015, the Lovington Planning and Zoning Commission and Lovington City Commission held a joint work session to discuss the plan and to solicit public comment on the City of Lovington 2015 Comprehensive Plan with Addendum No. 1; and

**WHEREAS**, on February 17, 2015, the Planning and Zoning Commission held a public hearing on the City of Lovington 2015 Comprehensive Plan with Addendum No. 1 and recommended approval of the plan to the City Commission by a unanimous vote; and

**WHEREAS**, the City Commission held a public hearing on February 23, 2015 to solicit public comment on the City of Lovington 2015 Comprehensive Plan with Addendum No. 1;

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

1. The attached City of Lovington 2015 Comprehensive Plan with Addendum No. 1 is hereby adopted.
2. The comprehensive plan is a long-range policy guide to decisions about the physical development of the city.
3. This resolution supersedes Resolution No. 011303-01.

**APPROVED THIS 23<sup>rd</sup> DAY OF FEBRUARY, 2015.**

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SCOTTY GANDY, MAYOR

ATTEST:

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CAROL ANN HOGUE, CITY CLERK

CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 23, 2015



TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

SUBJECT: Resolution 2015-21: Job Description Proposal  
DEPARTMENT: Executive  
SUBMITTED BY: James R. Williams, City Manager  
DATE SUBMITTED: February 13, 2015

**STAFF SUMMARY:**

A recent review of the City's pay grade and classification plan reveals the need for our job descriptions to be updated to accurately describe the jobs being performed and to ensure that we are complying with legal requirements. City staff have reviewed job titles in the City and have discovered that 67 job descriptions need to be updated. Taos HR ganics has provided the City with a proposal to conduct this project, as existing staff do not have sufficient time or resources to conduct this project in a reasonable time.

**FISCAL IMPACT:**

\$4,500

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

*(Finance Director)*

**ATTACHMENTS:**

Resolution 2015-21  
Job Proposal

**RECOMMENDATION:**

Motion to approve Resolution 2015-21

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

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

**RESOLUTION 2015-21**

**WHEREAS**, job descriptions are an tool the City utilizes to assign work, establish performance requirements, assign pay grades, recruit for vacancies, and ensure compliance with legal requirements; and

**WHEREAS**, the City recently completed a pay and classification survey which reveals the need to define new positions and update existing positions; and

**WHEREAS**, Taos HR ganics has provided a proposal that will meet the City's objectives of researching, analyzing, and properly documenting job descriptions its employees.

**NOW, THEREFORE, BE IT RESOLVED** that the Lovington City Commission directs the City Manager to enter into the proposed agreement for professional services supplied by Taos HR ganics for Job Description Development.

DONE THIS 23<sup>rd</sup> DAY OF FEBRUARY, 2015.

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SCOTTY GANDY, MAYOR

ATTEST:

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CAROL ANN HOGUE, CITY CLERK

**City of Lovington**  
***Job Description Development Proposal***

Presented to:

Mr. James Williams  
City Manager



By:

***Taos HR ganics***  
4279 NDCBU  
Taos, NM 87571

Vivian V. Santistevan  
President



**February 13, 2015**



### Mission and Values of **Taos HR ganics**:

**Taos HR ganics** delivers high-quality performance and education solutions to corporations, businesses and government entities. This mission is achieved by:

- Delivering a practical understanding of all employee business needs.
- Offering cost-effective solutions that enhance shareholder value.
- Developing the best practices in human resources, adult learning, organizational development and business performance improvement.
- Providing excellent communication and customer service skills; completely confidential, reliable trustworthy expertise and information.

**Taos HR ganics** proposes to research, analyze and properly document the current Job Descriptions for managers and employees of the City of Lovington. Below is the rationale for conducting this project and its importance to the Executive Department of the City of Lovington and explains how **Taos HR ganics** will complete the project:

#### **Job Descriptions: An Overview**

Many employers formally document the content of their company's jobs. Some of the more common methods of job documentation are checklists, SOPs and job descriptions. Generally, employers are free to decide whether they will have job descriptions and, if so, how to use them. Many employers choose to use the written job description because they find it provides them the greatest utility of all job documentation methods. Depending on how detailed they are, job descriptions can be used directly or indirectly to:

- Assign work and document work assignments.
- Help clarify missions.
- Establish performance requirements.
- Assign occupational codes, titles and/or pay levels to jobs.
- Recruit for vacancies.
- Explore reasonable accommodation.
- Counsel people on career opportunities and their vocational interests.

- Train employees.
- Check for compliance with legal requirements related to equal opportunity, equal pay, overtime eligibility, etc.
- Make decisions on job restructuring.
- Suggest ways to enrich the work experience.

In plain, clear language, job descriptions document a job's major functions or duties, responsibilities and/or other critical features, such as skill, effort and working conditions. They may be specific and detailed or generic and general. In accordance with the employer's purposes, job descriptions may tell:

- Who (usually the incumbent or the supervisor).
- Does what work (including review of the work of others).
- Where.
- When (or how often).
- Why (the purpose or impact of the work).
- How (it is accomplished).

All job descriptions are summaries. The baseline objective is to provide enough information in the right format and language to be accurate, clear and useful to the employer. Clarity and utility are particular concerns when generic, general job descriptions are used. The employer must ensure that job descriptions of this type:

- Contain enough accurate information to be useful to the employer for at least one important purpose, and
- Are not so broad that they confuse or mislead managers, employees and/or job applicants.

### **Job Analysis and Data Collection**

Job analysis involves collecting information on the characteristics of a job that differentiate it from other jobs. The following information is generally helpful in making distinctions between jobs:

- Knowledge, skills and abilities needed.
- Work activities and behaviors.
- Interactions with others (internal and external).

- Performance standards.
- Financial budgeting and impact.
- Machines and equipment used.
- Working conditions.
- Supervision given and received.

While this information provides the job analyst with an overview of the organizational context in which a job interacts with others, it is also helpful to understand how jobs are grouped within organizations if they are related to each other

**Logistics and Pricing:**

The City of Lovington will be responsible for the availability of managers and employees to meet with a representative of *Taos HR ganics* and provide *Taos HR ganics* information via interviews, questionnaires and observations regarding the Knowledge, Skills and Abilities required for performing the duties of **sixty-seven (67)** documented employee positions within the City of Lovington.

The proposal includes reviewing current documents, researching industry standards, meeting (in person or via phone, email or teleconference) with each manager and Executive leader and the redrafting/ redevelopment of **67** professional, accurate and legal Job Descriptions for the City of Lovington. The cost for the project as described above is **\$4,500. This cost includes a 25% discount in services in respect of your status as a small government organization and our continued business relationship.**

If the scope of the project changes dramatically, *Taos HR ganics* will alert you to any additional charges before proceeding. Additional charges beyond the scope of this agreement will be invoiced separately, based upon the time incurred by a representative of *Taos HR ganics* at the rate of **\$90** per hour.

**Terms and Scheduling:**

The schedule assumes reasonable availability of management and employees. Scheduling will be coordinated with the City of Lovington Executive Department and a representative of *Taos HR ganics*.

Billing is due upon receipt. Finance charges are assessed for all billings over thirty days. Printing, copying, supplies, long distance calls, travel costs and per diem will be paid by the City of Lovington unless otherwise specified.

This proposal contains confidential and proprietary information and it should not be disclosed to any individuals or organizations without the written consent of *Taos HR ganics*.

**Acceptance of the Proposal**

The foregoing proposes our professional services to be provided to the City of Lovington by *Taos HR ganics*, as outlined in this proposal. This constitutes our working agreement, which is subject to changes or additions as agreed to by both parties.

Proposed By:  
*Taos HR ganics*

Vivian V. Santistevan, President

NAME & TITLE

\_\_\_\_\_  
Date

Accepted By:  
City of Lovington

James Williams

City Manager  
NAME & TITLE

\_\_\_\_\_  
DATE

**CITY OF LOVINGTON**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 23, 2015



TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

**SUBJECT:** Ordinance 531: RV/MH Park Licenses  
**DEPARTMENT:** Executive  
**SUBMITTED BY:** James R. Williams, City Manager  
**DATE SUBMITTED:** February 12, 2015

**STAFF SUMMARY:**

Ordinance 531 will amend the chapters of the municipal code pertaining to the licensing of RV/MH Parks. This Ordinance, in the form presented tonight, has been approved by the Planning and Zoning Commission as well as approved for advertisement by the City Commission. The advertisement of the Ordinance has been completed and now requires Commission approval for adoption.

**FISCAL IMPACT:**

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

(Finance Director)

**ATTACHMENTS:**

Ordinance 531

**RECOMMENDATION:**

Motion to adopt Ordinance 531.

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

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

## ORDINANCE NO. 531

An Ordinance of the City of Lovington, New Mexico, amending Title 5 Business Licenses and Regulations Chapter 5.52 Trailers and Trailer Courts of the Lovington Municipal Code,

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LOVINGTON, NEW MEXICO THAT TITLE 5, CHAPTER 5.52 BE AND HEREBY IS AMENDED AS FOLLOWS:

### Sections:

5.52.010	Definitions.
5.52.020	RV/MH Parks – Licenses to operate required.
5.52.030	RV/MH Parks – Application and issuance of license – fees.
5.52.040	RV/MH Parks – Water, sanitary sewer, plumbing, and sanitation regulations.
5.52.050	RV/MH Parks – Electrical requirements.
5.52.060	RV/MH – Natural gas connections.
5.52.070	RV/MH – Site regulations.
5.52.080	Inspection – Revocation of license.
5.52.090	Manufactured Homes – Applicable HUD code.
5.52.100	RV/MH Parks – Internal streets.
5.52.110	RV/MH Parks – Stormwater retention.
5.52.120	RV/MH Parks – Fire hydrants and protection.
5.52.130	RV/MH Parks – Management and tenant information.
5.52.160	RV/MH Park – Compliance.
5.52.170	Violation municipal code prohibited.
5.52.180	Violation – Penalty

### **5.52.010 Definitions**

For the purposes of this chapter the following words and phrases shall have the meanings respectively ascribed to them by this section:

"Manufactured Home (MH)" means a structure constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development (HUD); built on a permanent chassis; designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities; transportable in one or more sections; and in the traveling mode, measures at least eight body feet in width or at least 40 body feet in length or, when erected on site, includes at least 320 square feet; and includes the plumbing, heating, air conditioning, and electrical systems of the home. The term manufactured home does not include a recreational vehicle. This definition includes the terms "Single-Wide" and "Double-Wide" homes or housing units.

"Recreational Vehicle (RV)" means a vehicle which is built on a single chassis; measures

400 square feet or less when measured at the largest horizontal projections; is self-propelled or permanently towable by a light duty truck; and is designed primarily as temporary living quarters for recreational, camping, travel, or seasonal use and not for use as a permanent dwelling. The term shall include any travel trailer, camp trailer, pop-up or tent campers, house trailer, motor home or house car, and any pickup camper, on or off the pickup, except a simple shell, on the pickup, having no cooking or bath facilities. As used in this code, the term recreational vehicle is synonymous with vacation travel trailer.

"Recreational Vehicle or Manufactured Home Park (RV/MH Park)" means and includes any tract or parcel of land maintained, offered or used or intended for the use and occupancy of any Recreational Vehicle or manufactured home except it shall not include the parking of trailers by the owner thereof on his own land when the same is not used or occupied and shall not include trailers not parked for the purpose of occupancy but for the purpose of display and sale.

"Recreational Vehicle or Manufactured Home Site (RV/MH Site)" means a portion of level, adequately drained ground of definite size, clearly indicated by corner markers, for the placing of a single Recreational Vehicle or manufactured home and for the parking of personal vehicles as well as storage and outdoor living space.

"Recreational Vehicle or Manufactured Home Site Width" means the horizontal distance between the side site lines, measured at right angles to the lot depth at a point midway between the front and rear lot lines.

"Recreational Vehicle Pad" means a specifically prepared area of a Recreational Vehicle Site that is a minimum of 15 feet wide and a minimum of 45 feet in length in developed areas of the city and 60 feet in new development that is level and constructed of materials such as packed caliche, base course gravel, or paving that support the weight of the RV and associated vehicles (....)

**5.52.020 RV/MH Parks – Licenses to operate required.**

- A. It is unlawful for any person to construct or operate a RV/MH Park within the city without first obtaining applicable state permits, a city RV/MH Park License, and paying the RV/MH Park license fee.
- B. It is unlawful for any person to construct or operate a RV/MH Park within the city without first obtaining a business license issued by the City upon payment of the business license fee provided by this chapter.
- C. RV/MH Park licenses granted under this chapter shall be valid only for the term for which issued, which term shall be recited on the face of the licenses issued pursuant to this chapter. (Prior code § 23-4-1)

- D. Renewal of RV/MH Park Licenses are required. Prior to renewal approval, the city may conduct a compliance inspection.
- E. RV/MH Park Licenses are non-transferable.

**5.52.030 RV/MH Parks – Application and issuance of license – fees.**

- A. Any person desiring to construct or operate a RV/MH Park within the city shall make application to the city for a license. Such application shall be accompanied by the following documentation.
  - 1. A current property survey prepared by and stamped by a licensed surveyor that contains a description of all monuments, both found and set, which mark the boundary of the property, and a description of all control monuments used in the survey.
  - 2. A complete professionally prepared site plan of the proposed park, which shall be drawn to scale and stamped by a licensed engineer. At minimum, the plans must show the following:
    - a. Existing site conditions including property boundary; existing streets, street right-of-way, easements, principal utility lines and storm drainways on adjoining properties to service the area; existing utilities on the property if any; location and extent of floodplain or flood hazard areas; grade elevations and existing drainage; and permanent structures.
    - b. North arrow and scale of 1 inch equals 100 feet or less.
    - c. Total property area in square feet.
    - d. Proposed improvements including the property boundary, set-backs, grade elevations, on-site drainage retention system, streets, permanent structures, utilities, individual RV/MH sites indicating dimensions and location of water, sewer, electrical tower, and gas (if any), amenities such as clubhouse, laundry room, lavatories/showers, restrooms, recreational facilities, playgrounds, open space, photovoltaic structures, additional parking and storage areas.
- B. Upon the filing of such application, such applicant shall pay to the city clerk the license fee for such RV/MH Park on an annual basis:
  - 1. Initial license fee of \$150.00
  - 2. Annual renewal license fee of \$100.00
- C. All licenses so issued shall expire on December 31st the year in which issued.
- D. Upon the filing of such application, the city shall make a thorough inspection of the proposed location and the plans and specifications for such RV/MH Park. If the park and plans are found to comply with all requirements of this chapter

and applicable ordinances and requirements, the city shall issue a RV/MH Park license to the applicant for the remainder of the calendar year. The license so issued shall be displayed by the applicant in the office of the RV/MH Park or at some other prominent place in the park. (Amended during 1992 codification; prior code § 23-4-2) (....)

**5.52.040 RV/MH Parks – Water, sanitary sewer, plumbing, and sanitation regulations.**

- A. Every RV/MH Park shall furnish and have available an adequate supply of municipal water, and all wastewater shall be discharged into the municipal sewer system.
- B. Each RV/MH Park site shall be equipped with an individual site-specific water tap and an individual site-specific sewer hookup. Individual site specific water and sewer lines shall be located a minimum of five (5) feet apart.
- C. RV/MH Parks water and sewer feeder lines that connect to public infrastructure shall comply with state and municipal regulations.
- D. RV/MH Parks are not required to provide toilet, sink, or shower facilities with the provision that that the park does not allow RVs or campers not equipped with complete restroom facilities. RV/MH Parks that allow RVs or campers that are not equipped with complete restroom facilities shall provide on site not less than one full restroom for each sex equipped with toilet, sink, and shower facilities per every twelve (12) total spaces or fraction thereof.
- E. The floors, fixtures, and surfaces in all on-site restrooms shall be cleaned and disinfected daily.
- F. All plumbing and electrical installations, alterations or repairs in RV/MH Parks shall be done in full conformity with the ordinances of the city and the laws and regulations of the state. (Prior code § 23-4-7)
- G. RV/MH Parks shall provide a designated area for trash disposal that is accessible by trash collection vehicles. Trash disposal areas shall be kept clean, free of weeds and debris, and maintained at all times.

**5.52.050 RV/MH Parks – Electrical Requirements.**

- A. RV/MH Parks shall comply with the electrical code adopted by the city and the state and shall be subject to an electrical inspection.
- B. Each RV Site shall be equipped with a 30 amp/50 amp tower or 50 amp tower.

**5.52.060 RV/MH Natural Gas Connections.**

Each occupied trailer recreational vehicle or manufactured home if supplied with natural gas, shall be supplied with gas by means approved by the State.

**5.52.070 Caretaker – Registration.**

- A. Every RV/MH Park shall require a minimum of forty thousand (40,000) square feet.
- B. RV/MH Park operators shall comply with the following minimum site regulations at all times. RV/MH Park operators may exceed these requirements.

	<b>RV</b>	<b>MH Less 18 Ft Wide</b>	<b>MH Greater 18 Ft Wide</b>
<b>Minimum Site Requirement</b>	New Development: 30 feet wide by 60 feet deep. Infill Development: 30 feet wide by 45 feet deep. A minimum distance of 15 feet is required between the outer edges of RV Pads, from any permanent structure or building, and from MH. RV's are required to park within the boundaries of the individual RV pad so that RVs (including slide outs and extensions) are a minimum of 15 feet on all sides from any other RV, MH, or permanent structure on an adjacent site.	40 feet wide by 100 feet deep. A minimum distance of 15 feet is required from any other MH, RV, or permanent structure or building.	50 feet wide by 100 feet deep. A minimum distance of 15 feet is required from any other MH, RV, or permanent structure or building.

<b>Corner Markers Required</b>	Permanent material required and clearly visible.	Permanent material required and clearly visible.	Permanent material required and clearly visible.
<b>RV Pad</b>	RV Pad footprint shall be developed on level ground with packed caliche, base course gravel, or paving with delineated edge 15 feet wide by required length.		
<b>Parking Requirements</b>	2 designated off-street parking spaces for personal vehicles that shall each be 9 feet wide by 20 feet deep.	2 designated off-street parking spaces for personal vehicles that shall each be 9 feet wide by 20 feet deep.	2 designated off-street parking spaces for personal vehicles that shall each be 9 feet wide by 20 feet deep.

**5.52.080 Inspection – Revocation of license.**

The city may conduct periodic inspections of RV/MH Parks in the city to ascertain whether or not the provisions of this chapter are in compliance. If at any time it is found that the owner or operator of a RV/MH Park has violated or permitted the violation upon his premises of any provisions of this chapter or other applicable ordinances of the city or laws of the state, the city shall have the power, upon notice, to suspend or revoke any license issued under this chapter, and in such event, to order such RV/MH Park closed and RV or manufactured homes situated therein removed.

**5.52.090 Manufactured Homes – Applicable HUD Code.**

All manufactured homes moved into the city shall meet the 1985 HUD Code. If the manufactured home is older than 1985, the owner of the home must submit a report from a certified HUD inspector that such home meets or exceeds the 1985 HUD Code. This requirement is prospective and does not apply to any previously permitted manufactured home.

**5.52.100 RV/MH Parks – Internal streets.**

- A. Every RV/MH Park shall provide for a system of internal streets to access each RV/MH site. The street plan shall be designed and stamped by a licensed engineer. At minimum, streets must have a width of twenty (20) feet.
  - 1. Existing RV/MH parks that are licensed prior to December 31, 2014 may have internal streets constructed, at minimum, of compacted caliche and must be properly maintained. In the event major reconstruction, as defined by

N.M.D.O.T., is performed internal streets must be constructed utilizing the standards established in 5.52.100, A, 2.

2. RV/MH Parks licensed on or after January 1, 2015 are required to have internal streets constructed to current City specifications, which includes at minimum caliche that is no less than 8" thick and compacted to 95% A.S.T.M.
- B. Individual curb cuts for sites or spaces are strictly prohibited.
  - C. Internal streets longer than 150 shall have an ingress and egress or shall have a cul-de-sac, hammerhead, or "Y" turn around.
  - D. Construction and maintenance of RV/MH Park internal streets shall be the sole responsibility of the owner/operator.

**5.52.110 RV/MH Parks – Stormwater retention.**

Every RV/MH Park shall provide a stormwater management plan that shows drainage and retention areas, as approved and amended by the city. The stormwater management plan shall be designed and stamped by a licensed engineer.

**5.52.120 RV/MH Parks – Fire hydrants and protection.**

MH/RV Park owner/operator shall comply with the most current version of Fire Code adopted by the City.

**5.52.130 RV/MH Parks – Management and tenant information.**

- A. RV/MH Park owner or manager contact information shall be provided on site in a visible location such as on a sign or structure within the park. Tenants shall be provided with management contact information.
- B. Every RV/MH Park shall keep a register and written record of all vehicles and units parked in the park, the name and address of the owner, RV or manufactured homes and the number of occupants of each unit. The register shall be provided to the City upon request.

**5.52.160 RV/MH Park – Compliance.**

- A. All existing RV/MH Parks licensed prior to December 31, 2014 shall be brought into compliance with the amendments adopted by Ordinance 531 no later than January 1, 2020.
- B. All existing RV/MH Parks licensed prior to December 31, 2014 that do not comply with

the 40,000 minimum square feet parcel requirement shall be allowed to continue operation so long as other requirements in this chapter are met.

- C. Recreational Vehicles licensed for a single lot outside a RV/MH Park as of the date of adoption of Ordinance 531 shall be eligible for one renewal period ending December 31, 2015.

**5.52.170      Violations of municipal code prohibited.**

- A. It is unlawful for any owner, manager, or owner representative of a RV/MH Park to be in violation of any provisions of this chapter of the municipal code or other applicable municipal, state, or federal codes.
- B. The city has the right to suspend or revoke a RV/MH Park business license and/or RV/MH Park permit for reasons of non-compliance with the code or endangerment of human life or property, or for health and public safety reasons. Such action by the City shall be the sole financial responsibility of the property owner, manager, or property owner representative.
- C. Upon suspension or revocation of a RV/MH Park business license and/or RV/MH Park permit, the city shall issue in writing a cease and desist order to the owner, manager, or owner representative. The cease and desist order shall specify the amount of time allowed for either compliance with the code or the amount of time allowed for all recreational vehicle and manufactured homes to be removed from the property.

**5.52.180      Violation – Penalty.**

Anyone found guilty of violating the provisions of this chapter shall be punished by a fine of up to five hundred dollars or imprisonment of up to ninety days, or by both such fine and imprisonment.

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

---

SCOTTY GANDY, Mayor

ATTEST:

---

CAROL ANN HOGUE, City Clerk

CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 23, 2015



TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

SUBJECT: Ordinance 533: Lea Theater Grant Funding  
DEPARTMENT: Executive  
SUBMITTED BY: James R. Williams  
DATE SUBMITTED: February 11, 2015

**STAFF SUMMARY:**

The NM Economic Development Department has reviewed and approved the Project Participation agreement and guarantee document the City submitted in October 2014. These documents are necessary for the City to receive \$100,000 in funding for the Lea Theater Project. Per the agreement, these funds will be utilized by the Lea Community Foundation for the Arts to purchase the digital and audio equipment need in order to re-open the theater.

This Ordinance has been advertised as required and requires adoption by the City Commission.

**FISCAL IMPACT:**

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

*(Finance Director)*

\$100,000 grant funding provided to the City by the NM Economic Development Department.

**ATTACHMENTS:**

Ordinance 533  
PPA  
Guarantee Document

**RECOMMENDATION:**

Motion to approve Ordinance 533

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

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

**ORDINANCE NO. 533**

**AN ORDINANCE OF THE CITY OF LOVINGTON AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT AND A PROJECT PARTICIPATION AGREEMENT ACCEPTING FROM THE NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT \$100,000.00 FOR ECONOMIC ASSISTANCE FOR IMPROVEMENT THE LEA THEATER**

**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 Lea Theater project meets the requirements as stated in Ordinance No. 495, as a qualifying entity by being a cultural facility; and

**WHEREAS**, the State of New Mexico Economic Development Department desires to support the Lea Theater Project through its LEDA-CO Program – Historic Theater Initiative; and

**WHEREAS**, the City of Lovington City Commission wishes to enter into an agreement with the State of New Mexico Economic Development Department, 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 Intergovernmental Agreement with the New Mexico Economic Development Department to accept \$100,000.00 under Ordinance 495 to be used specifically for the Lea Theater Project.

**Section 2.** That the Mayor is authorized to execute on behalf of the *City of Lovington Commission* a Project Participation Agreement with New Mexico Economic Development Department.

**Section 3.** That the Mayor is authorized to execute on behalf of the City of Lovington Commission a Guaranty in favor of the New Mexico Economic Development Department.

**Section 3.** 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 4.** 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 5.** Effective date. This ordinance shall be effective thirty days after publication.

**PASSED, ADOPTED, AND APPROVED this 23<sup>rd</sup> day of February, 2015.**

\_\_\_\_\_  
SCOTTY GANDY, MAYOR

ATTEST:

\_\_\_\_\_  
CAROL ANN HOGUE, CITY CLERK

## **PROJECT PARTICIPATION AGREEMENT**

The New Mexico Economic Development Department ("EDD") and the City of Lovington, a municipal corporation organized and existing under the law the State of New Mexico ("City"), agree:

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 #495, authorizing the City to consider applications for economic development assistance, to include cultural facilities, and Ordinance No. 533 approving an economic development project for the Lovington Theater.

B. The City has submitted an application to EDD for assistance under the LEDA Capital Outlay Program. In the application, the City has proposed that the project provide for the purchase and installation of digital projection and sound equipment for the Lovington Theater, which the City owns. The theater will be operated by the Lea Community Foundation for the Arts ("Foundation"). The application also proposes that the City act as Fiscal Agent for approximately 12 months or until the Foundation conducts its first regular digital movie screening or performance. The Foundation will then develop the property using the grant monies to further restore and renovate the theater.

C. The City has adopted Ordinance No. 533 finding that the City 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. Substantive Contribution by the City of Lovington: In order to implement the Project, the City will act as Fiscal Agent and Project Management. A minimum of two part-time jobs will be created at the Lovington Theater within the first year of operation. Additionally, the Foundation will begin regular operation of the theater no later than September 30, 2015. The terms and obligations of the parties under the Ordinance and Application are incorporated into this Agreement by reference.

3. Security Provided to EDD: EDD will require a Security Interest Document. Should the City cease operation of the Lovington Theater during the term of this agreement, it will repay \$100,000 to EDD. Any property or equipment acquired as a result of this Project, shall be transferred to the City and used by the City for future economic development purposes only.

4. Review: EDD will review the project timeline, progress and job creation annually until the one-year anniversary of this agreement. Job creation reporting will be supported by reports and documentation from the New Mexico Department of Workforce Solutions demonstrating the headcount of the operation to demonstrate compliance with this Agreement at each review cycle annually, and another at thirty

(30) days prior to the anniversary date of this Agreement, for a period of one year.

5. Ratification: EDD and the City hereby ratify all actions consistent with this Agreement that they or their respective agents may have taken in furtherance of the Project.

6. Miscellaneous: This Agreement binds and insures to the benefit of the parties and their respective successors and assigns. This Agreement may be amended or modified, and the performance by any party of its obligations hereunder may be waived, only in a written instrument duly executed by the parties. This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together constitute one instrument. This Agreement is governed by and is to be construed in accordance with the laws of the State of New Mexico, without giving effect to its choice-of-law principles.

8. Term of Participation Agreement: Will be agreed upon through EDD and the City by the \_\_\_\_\_ of \_\_\_\_\_ until the first year anniversary.

Adopted by the City of Lovington

On the 23<sup>rd</sup> of February, 2015

\_\_\_\_\_  
Its Mayor

\_\_\_\_\_  
State of New Mexico

\_\_\_\_\_  
Attest: City Clerk

\_\_\_\_\_  
Attest

## GUARANTY

This GUARANTY (the “Guaranty”), dated as of September 23, 2014 by the City of Lovington, a municipal corporation organized and existing under the law of the State of New Mexico, having its principal place of business at 214 South Love Street, Lovington, New Mexico (the “City”), in favor of the New Mexico Economic Development Department (“EDD”).

### R E C I T A L S

(A) Pursuant to the Project Participation Agreement (the “Contract”), dated as of [\_\_\_\_\_], 20\_\_, between the City and EDD, EDD has agreed to pay \$100,000 to the City towards expenses arising from the City’s Lovington Theater Project (as defined in the Contract), as authorized by City of Lovington Ordinance No. \_\_\_\_\_ (“Theater Economic Development Ordinance”); and

(B) The City has agreed to certain obligations as provided in the Contract which, if not fulfilled, shall require a pro-rata return of the \$100,000; and

(B) EDD has required, as a condition precedent to entering into the Contract, that the City execute and deliver this Guaranty. EDD would not enter into the Contract with the City but for the execution and delivery of this Guaranty by the City.

(C) Guarantor is the parent of the Subsidiary.

(D) In furtherance of the business purposes of the City, the City desires to guaranty all obligations of the Subsidiary pursuant to the Contract.

NOW, THEREFORE, based upon the foregoing, and in order to induce EDD to enter into the Contract, the City hereby agrees as follows:

### ARTICLE 1

#### DEFINITIONS

ARTICLE 1 *SECTION 1.1. Definitions.* Capitalized terms not otherwise defined in this Guaranty shall have the meanings ascribed to them in the Contract, as the same may be amended, supplemented or otherwise modified from time to time. As used in this Guaranty, the following terms have the following meanings unless the context otherwise requires:

“Guaranteed Obligations” has the meaning ascribed to such term in Section 2.1.

“Guaranty” means this Guaranty, as it may be amended, supplemented or otherwise modified from time to time in writing signed by the Guarantor and the Entity.

## ARTICLE 2

### THE GUARANTY

SECTION 2.1. *The Guaranty.* Except as expressly set forth herein (and subject in particular to the limitations set forth in Section 4.5 below), the City hereby unconditionally guarantees to EDD the full and punctual performance by the City of its obligations under the Contract including but not limited to the payment of damages (excluding indirect and consequential damages or losses), in each case subject to the conditions and limitations expressly set forth in the Contract (the “Guaranteed Obligations”). The City and EDD expressly acknowledge that, subject to Section 2.5 below, default by the City or the failure of the City to perform any Guaranteed Obligation in the time required in each case under the Contract, is a condition of the exercise of this Guaranty.

SECTION 2.2. *Termination of Guaranty.* This Guaranty shall remain in full force and effect until the earliest date on which (i) all of the Guaranteed Obligations have been completely performed and paid in full, or (ii) a replacement guarantor shall have assumed all the rights and obligations of the Guarantor under this Guaranty (whose appointment shall be subject to the prior written consent of EDD, provided that such consent shall not be unreasonably withheld or delayed, and shall not be necessary for a replacement guarantor with a net worth of at least 1 Billion United States Dollars). The City’s payment of a portion, but not all, of the Guaranteed Obligations shall in no way limit, affect, modify or abridge the City’s liability, as set forth herein, for any portion of the Guaranteed Obligations that has not been completely performed or indefeasibly paid in full. Notwithstanding anything to the contrary, this Guaranty shall expire at the latest on November 1, 2015.

SECTION 2.3. *Guaranty Unconditional.* Except as expressly set forth herein and subject in particular to Section 4.5 below, the City agrees that the obligations of the City hereunder shall be unconditional and absolute. Notwithstanding any provision of this Guaranty to the contrary, the City shall be entitled to assert as a defense to any claim for payment of the Guaranteed Obligations, that (i) such Guaranteed Obligations are not currently due under the terms of the Contract or (ii) that such Guaranteed Obligations have previously been paid in full.

SECTION 2.4. *Waivers of Notices and Defenses.* The City hereby waives acceptance hereof, presentment, demand, protest and any notice not provided for herein, as well as any requirement that at any time any action be taken by any corporation or person against the Subsidiary or any other corporation or person, except that no payment shall be sought from the City under this Guaranty unless a notice of default has been served to the Subsidiary with a copy to the City providing for a minimum cure period of 15 days to remedy such default and indicating the Entity’s intention to claim under this Guaranty in the absence of remedy within such cure period.

SECTION 2.5. *Stay.* The City agrees that, notwithstanding anything to the

contrary herein, if EDD is stayed upon the insolvency, bankruptcy, or reorganization of the City from exercising its rights to enforce or exercise any right or remedy with respect to the Guaranteed Obligations, or is prevented from giving any notice or demand for payment or performance or taking any action to realize on any security or collateral or is prevented from collecting any of the Guaranteed Obligations, in any such case, by such proceeding or action, the City shall pay or render to EDD upon demand therefor the amount that would otherwise have been due had such rights and remedies been permitted to be exercised by EDD.

### ARTICLE 3

#### REPRESENTATIONS AND WARRANTIES

The City hereby represents and warrants to EDD that the following statements are true and correct:

SECTION 3.1. *Binding Obligation.* This Guaranty has been duly and validly executed and delivered by the City and constitutes the legal, valid and binding obligation of the City enforceable against the City in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally and by equitable principles relating to the availability of equitable remedies.

### ARTICLE 4

#### MISCELLANEOUS

SECTION 4.1 *Notices.* All notices, requests and other communications to any party hereunder shall be in writing (including bank wire, facsimile transmission or similar writing) and shall be given to such party at its address or telecopy number set forth, in the case of the City, on the signature pages hereof, or in the case of EDD, in the Contract, or such other address or telecopy number as such party may hereafter specify for the purpose by notice to the other party. Each such notice, request or other communication shall be effective (i) if given by facsimile transmission, when such telecopy is transmitted to the telecopy number specified in this Section and answerback has been received, (ii) if given by any other means (which in the case of mail shall be registered mail or airmail for international mail), when delivered at the address specified in this Section.

SECTION 4.2. *Waivers.* No failure or delay by EDD in exercising any right, power or privilege hereunder or under the Contract shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 4.3. *Amendments and Waivers.* This Guaranty constitutes the complete agreement of EDD and the City with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements or representations. No amendment, modification, termination or waiver of any provision of

this Guaranty, shall in any event be effective without the written consent of EDD and the City.

SECTION 4.4. *Successors and Assigns.* This Guaranty is a continuing Guaranty and shall be binding upon the City or its successors and assigns. This Guaranty shall inure to the benefit of EDD or its successors and assigns permitted under the Contract. Nothing contained in this Guaranty shall be deemed to confer upon anyone other than the parties hereto (and their permitted successors and assigns) any right to insist upon or to enforce the performance or observance of any of the obligations contained herein.

SECTION 4.5. *Limitation on Liability.* Notwithstanding anything to the contrary contained or implied herein, the maximum aggregate liability of the City hereunder shall not in any event exceed the lower of (i) the actual outstanding liability of the City under the Contract, or (ii) \$100,000 less amounts previously paid under the Contract to EDD and/or its successors and assigns by the City and/or its successors, assigns and affiliates.

SECTION 4.6. *APPLICABLE LAW.* THIS GUARANTY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW MEXICO.

SECTION 4.7. *JURISDICTION.* ANY ACTION OR PROCEEDING AGAINST THE CITY RELATING IN ANY WAY TO THIS GUARANTY MAY BE BROUGHT AND ENFORCED IN THE COURTS OF THE STATE OF NEW MEXICO FIRST JUDICIAL DISTRICT, AND THE CITY IRREVOCABLY CONSENTS TO THE JURISDICTION OF EACH SUCH COURT IN RESPECT OF ANY SUCH ACTION OR PROCEEDING. THE CITY FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, RETURN RECEIPT REQUESTED, TO THE GUARANTOR AT ITS ADDRESS AS PROVIDED FOR NOTICES HEREUNDER. THE FOREGOING SHALL NOT LIMIT THE RIGHT OF EDD TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING ANY ACTION OR PROCEEDING, OR TO OBTAIN EXECUTION OF ANY JUDGMENT, IN ANY OTHER JURISDICTION.

SECTION 4.8. *Severability.* If any provision in or obligation under this Guaranty shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 4.9. *Interpretation.* Section headings in this Guaranty are included herein for convenience of reference only and shall not constitute a part of this Guaranty for any other purpose or be given any substantive effect.

SECTION 4.10 *Further Assurances.* At any time or from time to time, upon the request of EDD, the City shall execute and deliver such further documents and do such

other acts and things as EDD may reasonably request in order to effect fully the purposes of this Guaranty, in accordance with its terms and subject to all limitations. The City agrees to be liable for any reasonable expenses incurred by EDD and/or its successors and assigns with respect to any reasonable action or proceeding to enforce this Guaranty.

SECTION 4.11 *Effectiveness*. This Guaranty shall become effective upon the Contract becoming effective.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the City has executed this Guaranty by its duly authorized officer as of the date first above written.

CITY OF LOVINGTON:

\_\_\_\_\_

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

Name:

Title:

Address: \_\_\_\_\_

CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 23, 2015



TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

**SUBJECT:** Award of RFP 011215: Chaparral Park Irrigation  
**DEPARTMENT:** Executive  
**SUBMITTED BY:** James R. Williams, City Manager  
**DATE SUBMITTED:** February 19, 2015

**STAFF SUMMARY:**

City staff have reviewed the 6 responses received from the publication of RFP 011215: Chaparral Park Irrigation System. This project was presented as having the ability to split the project into 4 phases, with the total estimated budget being \$800,000. Staff have evaluated each response and scored them, as demonstrated on the attachment.

Staff recommend awarding the RFP to Accent Landscape Contractor's, Inc. We further recommend, due to the project budget, that only Phase I and the alternate bid be executed during this current fiscal year even though it exceeds the original projected budget. Furthermore, staff recommend the remaining three phases be budgeted for and executed in the next fiscal year.

**FISCAL IMPACT:**

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

*(Finance Director)*

FY15 Budget: \$200,000 (\$150,000 from General Fund, \$50,000 from Capital Outlay Appropriation)

Phase I and alternate cost: \$407,372.50

Phase II-III combined cost: \$365,494.45

Reserve is currently at 40% (Original budget for reserve was 35%)

**ATTACHMENTS:**

RFP 011215 Evaluation

**RECOMMENDATION:**

Motion to award RFP to Accent Landscape Contractor's, Inc. and to execute Phase I with alternate immediately.

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

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

**RFP 011215 Evaluation  
Chaparral Park Irrigation System**

<b>Proposal</b>	<b>Phase I</b>	<b>Phase II</b>	<b>Phase III</b>	<b>Phase IV</b>	<b>Alternate</b>	<b>Total Project</b>	<b>Ability to Meet Goals (30 Points Maximum)</b>	<b>Past Performance (25 Points Maximum)</b>	<b>Cost of Project (20 Points Maximum)</b>	<b>Warranty &amp; Service (10 Points Maximum)</b>	<b>Project Timeline (15 Points Maximum)</b>	<b>Total Evaluation Score</b>
Iron J Services, Inc.	\$ 300,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ -	\$ 750,000.00	25.00	20.00	20.00	10.00	0.00	75.00
<b>Accent Landscape Contractor's, Inc.</b>	<b>\$ 379,686.95</b>	<b>\$ 116,869.00</b>	<b>\$ 133,975.00</b>	<b>\$ 114,650.00</b>	<b>\$ 27,686.00</b>	<b>\$ 772,866.95</b>	<b>30.00</b>	<b>25.00</b>	<b>20.00</b>	<b>10.00</b>	<b>15.00</b>	<b>100.00</b>
Turfmaster Irrigation and Landscaping, Inc.	\$ 359,062.50	\$ 142,987.50	\$ 216,162.50	\$ 153,350.00	\$ -	\$ 871,562.50	30.00	25.00	15.00	10.00	10.00	90.00
Lone Mountain Contracting	\$ 344,538.00	\$ -	\$ -	\$ -	\$ -	\$ 344,538.00	15.00	20.00	0.00	10.00	0.00	45.00
Green Guys Landscaping, Inc.	\$ 244,130.00	\$ 96,135.00	\$ 120,660.00	\$ 316,950.00	\$ -	\$ 777,875.00	15.00	10.00	20.00	10.00	5.00	60.00
Sequoia Landscaping, Inc.	\$ 409,508.00	\$ 165,034.00	\$ 254,997.00	\$ 606,113.00		\$ 1,435,652.00	30.00	25.00	10.00	10.00	0.00	75.00

CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 23, 2015



TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

SUBJECT: Accounts Payable  
DEPARTMENT: Finance  
SUBMITTED BY: Gary Chapman, Finance Director  
DATE SUBMITTED: February 18, 2015

**STAFF SUMMARY:**

The Finance Department has prepared the Accounts Payable for your review and approval.

**FISCAL IMPACT:**

See Accounts Payable Detail

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

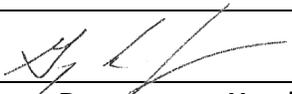
  
(Finance Director)

**ATTACHMENTS:**

Accounts Payable - General Fund  
Accounts Payable - Utility Fund

**RECOMMENDATION:**

Motion to approve accounts payable.

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

  
\_\_\_\_\_  
City Manager

City of Lovington (New)  
Summary A/P Ledger - A/P Summary CCMeeting - General  
From 2/1/2015 Through 2/28/2015

101 - General Fund

Vendor Name	Dept Code	Current Balance
3 M Cogent		24.90
Animal Control Training Serv		550.00
Atco International		280.00
BeGeo Investment LLC		207.50
Blaine Industrial Supply		981.39
Brian Whitlock, PH D		500.00
Bruce's Pest Control/Metal Co.		235.31
Bruckner Truck & Equipment		134.92
Business Radio Licensing		95.00
C & S Motor Parts Co.		32.65
Constructors, Inc		3,754.41
Cowboys Corner		136.95
Eastern New Mexico Engineering		430.17
Farmer Brothers Company		125.59
Federal Express Services		158.61
Galls/Quartermaster		919.40
Gebo Credit Corporation		709.54
Gempler's, Inc		2,653.91
General Welding Supply		85.00
Great Plains Veterinary Clinic		30.00
HR Direct		158.38
Lea County Septic Tank Service		337.60
Lea County Treasurer		2,685.50
Lovington Leader		754.63
Lovington Veterinary		217.00
Marker Services, LLC		237.02
Master Plumbers		3,157.83
NM EMS Bureau		50.00
ProForce Law Enforcement		1,235.96
Reid Insurance Group, Inc.		70.00

City of Lovington (New)  
Summary A/P Ledger - A/P Summary CCMeeting - General  
From 2/1/2015 Through 2/28/2015

Roberts Oil & Lube	528.00
SouthWest Vet Source	457.14
St Paul Stamp Works, Inc	157.14
Stanley Convergent Security	5,810.10
Staples Advantage	1,820.72
Strong Electric	4,019.52
SWAT, LLC	544.74
Travelers	1,165.80
U S Food Service	1,936.96
Unifirst Corp.	286.23
Report Balance	<u>37,675.52</u>

City of Lovington (New)  
Summary A/P Ledger - A/P Summary CCMeeting - Water  
From 2/1/2015 Through 2/28/2015

505 - Water & WasteWater

Vendor Name	Current Balance
4River Equipment	91.15
A & L Plains Agricultural Lab	722.00
Blaine Industrial Supply	433.39
C & S Motor Parts Co.	115.71
Certified Laboratories	197.88
DPC Industries Inc.	734.56
Gebo Credit Corporation	64.52
General Welding Supply	85.00
Haarmeyer Electric	904.39
Lovington Auto Supply	298.86
Lovington Leader	64.35
M & R Tire Service, LLC	24.00
NMWWA-SE Section	108.00
NXKEM Products	2,927.21
Polydyne Inc.	1,008.00
Strong Electric	2,226.18
Tyler Technologies	10,137.60
Unifirst Corp.	204.27
Report Balance	<u>20,347.07</u>