

**REGULAR MEETING OF THE CITY COMMISSION
MONDAY, JANUARY 25, 2016 @ 5:30 P.M.
CITY COMMISSION CHAMBERS, 214 S. LOVE STREET**

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

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

Also Present: City Manager James Williams, City Attorney Patrick McMahon, Police Chief David Rodriguez, Finance Director Gary Chapman, City Clerk Carol Ann Hogue, and Administrative Assistant Anna Juarez

Invocation: Commissioner Trujillo gave the invocation.

Pledge of Allegiance: Commissioner Trujillo led the pledge.

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

Approval of the Regular Meeting Minutes of January 11, 2016: Mayor Gandy called for a motion. Commissioner Trujillo so moved to approve the regular meeting minutes of January 11, 2016; Commissioner Campos seconded. Roll call was taken: Commissioner Bengé – Yes, Commissioner Butcher – Yes, Commissioner Trujillo – Yes, Commissioner Campos – Yes, and Mayor Gandy – Yes.

COMMISSIONER AND STAFF REPORTS:

- Commissioner Campos stated citizen reported basketball pole is leaning and zip line is not properly adjusted at the Chaparral Park.
- Commissioner Bengé thanked RaeLynn Stuart and the Chamber Board for invite to Annual Banquet and thank the businesses that support the EDC and sports in the City of Lovington.
- City Manager Williams reminded Commissioners of Municipal League Day; itinerary will be emailed to Commissioners.

NON-ACTION ITEMS:

City Projects Update: City Manager Williams updated Commissioners on current projects that are ongoing throughout the City such as public safety building doors have been replaced, purchased and implemented sewer line inspection camera, completed Chaparral Park irrigation system, completed phase I of police IT upgrades, purchased salt spreaders, FEMA project was completed on schedule, repairs to Avenue C and

Avenue J, 5th and L, and Commercial and Madison were completed. City Manager Williams updated Commissioners items in progress such as ordering a mosquito sprayer, S.C.B.A Grant for Fire Department received \$100,000 for air packs, install a fence for Convenience Station, contract for water read meter installation project will be available in next Commission meeting, waiting on plans for the water well project, on Fire Station Design waiting on additional paperwork, walking path should be completed by Friday, Splash pad should be ready by Memorial Day, playground should be completed by this Thursday, 17th street project design to Avenue D to Jefferson is phase I, and Avenue D to Madison will be worked on also. City Manager Williams updated Commissioners on future pending projects such as 7th and Polk drainage, phase II of 17th project, trying to obtaining CDBG grant funding for West Jefferson, portion of 5th Street, 2nd Street, H, and 1st Street are pre-qualified for street repair and sidewalk improvements. Commissioner Campos asked about Polk and 7th Street paving; City Manager Williams will be setting up with contractors.

Quarterly Financial Report: Finance Director Chapman updated Commissioners of GRT which is impacting the general fund; GRT is substantially less than projected and adding a strain to City's budget. City Manager Williams addressed Commissioners of decision to cut \$376,000 from the budget to keep the reserve at a 40% minimum. City Manager Williams stated general fund capital expenditures will be put on hold, unfilled positions will not be filled, and stressing to City employees to shop local to help increase GRT in Lovington. Commissioner Campos applauded City Manager Williams for not filling Assistant City Manager position because it all starts from the top and thanked all City employees for the work they do.

ACTION ITEMS:

Consider Approval of Ordinance 541: Lovington EDC Project Participation Agreement: Mayor Gandy called for a motion. Commissioner Trujillo so moved to consider Approval of Ordinance 541: Lovington EDC Project Participation Agreement; Commissioner Campos seconded. City Manager Williams addressed Commissioners of Ordinance NO. 541 will authorize the Mayor to execute the Project participation Agreement between the City and the Lovington EDC for the retail market analysis, strategic planning, retail recruitment and development project for the City of Lovington; project will require a three year commitment of LEDA funds. The Ordinance has been advertised as required and requires final Commission approval. There being no further discussion, a roll call was taken: Commissioner Trujillo – Yes, Commissioner Benge – Yes, Commissioner Campos – Yes, Commissioner Butcher – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Resolution 2016-5: Lease Agreement between City and Lea Community Foundation for the Arts: Mayor Gandy called for a motion. Commissioner Butcher so moved to consider Resolution 2016-5: Lease Agreement between City and Lea Community Foundation for the Arts; Commissioner Trujillo seconded. City Manager Williams addressed Commissioners of Resolution 2016-5 which will authorize the Mayor

to execute the lease agreement with the Lea Community Foundation for the Arts for their operation of the Lea Theatre. City Manager Williams stated all conditions of the Project Participation Agreements have been satisfied; per the original PPA, once obligations are complete a ten year lease agreement between the City and the foundation would be created for an amount of \$1.00 per year and foundation is able to purchase theatre for \$1.00 upon approval of the City Commission. There being no further discussion, a roll call was taken: Commissioner Butcher – Yes, Commissioner Campos – Yes, Commissioner Trujillo – Yes, Commissioner Bengé – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Resolution 2016-6: Approving Grant Application to SERTPO and Amendment to ICIP for Polk Street Drainage Project: Mayor Gandy called for a motion. Commissioner Campos so moved to consider Resolution 2016-6: Approving Grant Application to SERTPO and Amendment to ICIP for Polk Street Drainage Project; Commissioner Butcher seconded. City Manager Williams addressed Commissioners of resolution which will approve the City of Lovington application to the Southeast Regional Transportation Planning Organization for grant funding to correct drainage issues on West Polk Street, between 6th and 8th street; grant would only require a match of 15% local funds. City Manager stated in order to obtain additional rating points and utilize Capital Improvements Funds, City Staff is requesting to amend the current ICIP to include this project. There being no further discussion, a roll call was taken: Commissioner Bengé – Yes, Commissioner Campos – Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, and Mayor Gandy – Yes. Motion was approved.

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

PUBLIC COMMENT:

No public comment was made.

CLOSED SESSION:

At 5:55 p.m., Commissioner Trujillo moved to adjourn Regular Session and convene in Closed Session Pursuant to Section 10-15-1 NMSA 1978, Subsection H-2, regarding limited personnel matters: City Manager Annual Evaluation. Commissioner Campos seconded and a roll call vote was taken: Commissioner Campos - Yes; Commissioner Bengé - Yes; Commissioner Trujillo - Yes; Commissioner Butcher – Yes; and Mayor Gandy - Yes.

At 7:10 p.m., Commissioner Campos 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 Butcher seconded and a roll call

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

OPEN SESSION:

Consider Approval of City Manager Evaluation: Mayor Gandy stated as a Commission, City Manager Williams passed very well and as a Commission a few suggestions were made to City Manager Williams of 5 year plan for our down turn economy, project goals achievements, and some quarterly project update. Mayor Gandy stated City Manager Williams is doing an excellent job for our community and we are pleased with his performance.

ADJOURNMENT: There being no further business, Mayor Gandy adjourned, the meeting at 7:12 p.m.

APPROVED: _____
SCOTTY GANDY, MAYOR

ATTEST: _____
CAROL ANN HOGUE, CITY CLERK

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: February 8, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Proclamation 201601: African American History Month
DEPARTMENT: Legislative
SUBMITTED BY: Scotty Gandy, Mayor
DATE SUBMITTED: February 4, 2016

STAFF SUMMARY:

The attached proclamation declares February 2016 as African American History Month.

FISCAL IMPACT:

REVIEWED BY: _____
Finance Director

ATTACHMENTS:

RECOMMENDATION:

Department Head

James R. Williams

City Manager



Proclamation

201601

African American History Month

WHEREAS, the month of February has been designated as African American History Month throughout the United States; and

WHEREAS, 2016 marks the 40th year of African American History Month and we all recognize the contributions African Americans have made as being pivotal in the making of American history; and

WHEREAS, it is a time to celebrate the contributions of our African American citizens and recognize their contribution to the City of Lovington, Lea County, and the United States of America.

NOW, THEREFORE, I, Scotty Gandy, Mayor of the City of Lovington, New Mexico, do hereby proclaim the month of February 2016 as African American History Month and affix my signature below.

Scotty Gandy
Mayor

ATTEST:

Carol Ann Hogue
City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: February 8, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Resolution 2016-7: Grant Agreement Execution
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: February 2, 2016

STAFF SUMMARY:

Resolution 2016-7 will authorize the Mayor to execute a Grant Agreement with DFA for funding the planning, design, construction, and equipping of a fire station. The total grant amount is \$100,000.

FISCAL IMPACT:

REVIEWED BY: Gary Lee Chapman
Finance Director

\$100,000 in reimbursements to the City.

ATTACHMENTS:

Grant Agreement
Resolution 2016-7

RECOMMENDATION:

Motion to approve Resolution 2016-7

Department Head

James R. Williams
City Manager

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20____, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "LGD", and the **City of Lovington**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2015, Chapter 3, Section 28, Para. 147 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

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

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

15-0794 \$100,000.00 Appropriation Reversion Date: 30-JUN-19
Laws of 2015, Chapter 3, Section 28, Paragraph 147, one hundred thousand dollars (\$100,000) to plan, design, construct and equip a fire station in Lovington in Lea county;

The Grantee's total reimbursements shall not exceed the appropriation amount One Hundred Thousand Dollars (**\$100,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")^[1], if applicable, Zero Dollars (**\$0.00**), which equals One Hundred Thousand Dollars (**\$100,000.00**) (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

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

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

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

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

- a. must be approved by the applicable oversight entity (if any) in accordance with law; or
- b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

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

(vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

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

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: City of Lovington
Name: James R. Williams
Title: City Manager
Address: 214 S. Love, Lovington, NM, 88260
Email: jwilliams@lovington.org
Telephone: 575-396-2884
FAX: 575-396-6328

Department: DFA/Local Government Division
Name: Ms. Maxx Hendren
Title: Project Manager
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501
Email: maxx.hendren@state.nm.us
Telephone: 505-827-4797
FAX: 505-827-4948

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

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2019**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

B. Early Termination Before Reversion Date Due to Non-Appropriation

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

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

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

B. Paper Final Report

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

C. Paperless Reporting

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department may require directly

into a database maintained by the Department. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this article VIII.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

(i) The Grantee must submit one original and one copy of each Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

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

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

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."

(iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance written approval.

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

time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

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

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records

sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and DFA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

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

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Lovington** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Lovington's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Lovington**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Lovington** or DFA/LGD."

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

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

"This contract is funded in whole or in part by funds made available under Department of Finance and Administration, Local Government Division (DFA/LGD) Grant Agreement. Should DFA/LGD early terminate the

grant agreement, the **City of Lovington** may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Lovington**'s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

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

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

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

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

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

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

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

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
PAPER PERIODIC/FINAL REPORT
EXHIBIT 1**

PERIODIC REPORT FINAL REPORT

Grantee: _____

Project Number: _____ Reporting Period: _____

1. Please provide a detailed status of project referenced above.

A. Third Party Obligations

Purchase Order or Contract # _____

Name of Contractor or Vendor: _____

Amount of Third Party Obligation: _____

Date Executed: _____

Termination Date: _____

B. Project Phase

Bonds Sold Plan/Design Bid Documents Construction
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: _____

Total Amount of all Notices of Obligation to Reimburse: _____

Total Grant Amount Expended by Grantee to Date: _____

Grant Balance as of this Date: _____

Amount of Other Unexpended Funding Sources: _____

PERIODIC REPORT

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

FINAL REPORT

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

Grantee Representative/Title

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 2**

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
 B. Address: _____
Complete Mailing, including Suite, if applicable

City State Zip
 C. Phone No: _____
 D. Grant No: _____
 E. Project Title: _____
 F. Grant Expiration Date: _____

II. Payment Computation

- A. Grant Amount: _____
 B. AIPP Amount (If Applicable) _____
 C. Funds Requested to Date: _____
 D. Amount Requested this Payment: _____
 E. Grant Balance: \$0.00
 F. GF GOB STB (attach wire if 1st draw)
 G. Payment Request No. _____

III. Fiscal Year Expenditure Period Ending:

(check one)

(Jan-Jun)

(Jul-Dec)

Fiscal
Year

IV. Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

**Grantee Fiscal Officer
 or Fiscal Agent (if applicable)**

 Printed Name
 Date: _____

SWORN TO AND SUBSCRIBED
 before me on this _____ day
 of _____, 20____

Notary Public _____
 My Commission expires _____

Grantee Representative

 Printed Name
 Date: _____

SWORN TO AND SUBSCRIBED
 before me on this _____ day
 of _____, 20____

Notary Public _____
 My Commission expires _____

(Department Use Only)

Vendor Code: _____
 Loc No.: _____

Fund No.: _____

Division Fiscal Officer Date

I certify that the Grantee financial and vendor file information agree with the above submitted information

Division Project Manager Date

I certify that the Grantee records and related appropriation laws agree with the above submitted information.

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 3**

DATE: _____

TO: Grantee Representative: _____

FROM: Department Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Project Number: 15-0794

As the designated representative of the Department for the Grant Agreement number 15-0794 entered into between Grantee and the Department, I certify that the Grantee has submitted to the department the following third party obligation executed in writing, by the third party's authorized representative:

Third Party Obligation (includes purchase orders and contract)#: _____

Vendor of Contractor: _____

Third party Obligation amount: _____

Termination Date: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all of the terms and conditions of the above referenced Grant Agreement.

Grant Amount adjusted for AIPP if applicable: _____

The Amount of this notice of Obligation to Reimburse: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Reimburse as of this Date: _____

Department Representative: _____

Title: _____

Signature: _____

Date: _____

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

RESOLUTION 2016-7

A RESOLUTION APPROVING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF LOVINGTON AND THE NEW MEXICO DEPARTMENT OF FINANCE TO PLAN, DESIGN, CONSTRUCT, AND EQUIP A FIRE STATION IN LOVINGTON.

WHEREAS, the City of Lovington has identified a need for an additional fire station in Lovington; and

WHEREAS, this project has been listed in the City ICIP; and

WHEREAS, in the Laws of 2015, the Legislature made an appropriation to the Department of Finance to provide one hundred thousand dollars (\$100,000) to the City to plan, design, construct, and equip a fire station.

NOW, THEREFORE, BE IT RESOLVED by the Lovington City Commission that the Mayor is authorize to execute a Grant Agreement between the City and the New Mexico Department of Finance for the fire station project.

DONE 8TH DAY OF FEBRUARY, 2016 at

City of Lovington
New Mexico

Scotty Gandy, Mayor

ATTEST:

Carol Ann Hogue, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: February 8, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Resolution 2016-8: Fiscal Agent Agreement
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: February 2, 2016

STAFF SUMMARY:

Resolution 2016-8 will authorize the Mayor to execute a fiscal agent agreement with the Southeastern NM Economic Development District/Council of Governments for the fire station project.

FISCAL IMPACT:

\$2,000

REVIEWED BY: Gary Lee Chapman
Finance Director

ATTACHMENTS:

Fiscal Agent Agreement
Resolution 2016-8

RECOMMENDATION:

Motion to approve Resolution 2016-8

Department Head

James R. Williams
City Manager

**SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT/COUNCIL OF GOVERNMENTS
CONTRACT FOR FISCAL AGENT SERVICES**

This agreement for fiscal agent services is between the City of Lovington (hereinafter called the **City**) and the **Southeastern New Mexico Economic Development District/Council of Governments**, a non-profit public corporation organized under the laws of the State of New Mexico (hereinafter called the **SNMEDD/COG**).

RECITALS:

The **CITY** has received funds and entered into an agreement with the State of New Mexico for funding from the 2015 Legislative Capital Outlay Appropriation in the amount **\$100,000.00** for **Project No: 15-0794 to plan, design, construct and equip a fire station in the City of Lovington.** As a government member of the **SNMEDD/COG**, the **CITY** desires the **SNMEDD/COG** to provide certain fiscal agent services.

AGREEMENT:

The **CITY** agrees to engage the **SNMEDD/COG** and **SNMEDD /COG** hereby agrees to perform the following Scope of Services: (See Exhibit A)

1. **Payment:** The **CITY** shall pay **SNMEDD/COG** the sum of **\$ 2,000.00** (2%, of Project funded amount.) for the purpose of providing fiscal agent services to project. The fiscal agent fee shall be paid from the **CITY'S** general fund or other funds but shall not be paid from the funding awarded for the project from Legislative Capital Outlay funds.

2. **Compensation and method of payment:** Payments will be requested by the **SNMEDD/COG** and shall be made by the **CITY** according to the following schedule:
4 quarterly installments with the remaining installment paid upon close out of the project

3. **Term of agreement:** This agreement shall be from _____ to _____, or completion of project, whichever comes first, and may be renewed or terminated upon the written agreement of both parties. Termination may be affected upon 30 days written notice from the date of agreement by both parties. Such early termination shall not nullify obligations incurred for performance or failure to perform prior to termination

4. **Indemnification and Claims:** The **SNMEDD/COG** shall defend, indemnify and hold the **CITY** harmless from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of performance of this agreement, but only to the extent caused by the tortuous acts of omissions of the **SNMEDD/COG** or its agents or employees. The **CITY** shall hold harmless the **SNMEDD/COG** from claims that might arise in connection with work the **SNMEDD/COG** will perform under this contract. The **CITY** also agrees to pay for staff time at standard hourly billing rates, plus expenses at costs that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of the **SNMEDD/COG's** involvement in this assignment, whether subpoenaed by the **SNMEDD/COG** or any other group.

1. Status: The **SNMEDD/COG** and its agents and employees are independent contractors performing services for the CITY and are not employees of the CITY. The **SNMEDD/COG** and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of the state vehicles, or any other benefits afforded to employees of the CITY.
2. Assignment: The **SNMEDD/COG** shall not assign or transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without the prior written approval of both parties.
3. Subcontracting: The **SNMEDD/COG** may not subcontract portions of the services to be performed under this agreement without the prior written approval of the CITY.
4. Bonding: The **SNMEDD/COG** shall provide, at the time of execution of the agreement evidence satisfactory to the CITY that all **SNMEDD/COG** personnel handling funds or authorizing payment of funds under this agreement are covered by fidelity bond satisfactory to the CITY.
5. Appropriations: The terms of this agreement are contingent upon sufficient funds being made available by the Legislature of the State of New Mexico or the federal government in the performance of this agreement. If sufficient funds are not made available by the legislature or the federal government this agreement shall terminate upon written notice being given by the CITY and shall be final.
6. Release: The **SNMEDD/COG**, upon final payment of all amounts due under this agreement, releases the CITY, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this agreement.
7. Authority: The **SNMEDD/COG** agrees not to purport to bind the CITY to an obligation not herein assumed unless the **SNMEDD/COG** has express written authority to do so, and then only within the strict limits of that authority.
8. Amendment: This agreement shall not be altered, changed or amended except by written instrument executed and signed by both parties.
9. Notice: The Procurement Code, sections 13-1-28 through 13-1-199 NMSA 1978, imposed civil and criminal penalties for its violation. Any property purchased and or procured in compliance with the Procurement Code. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
10. Equal Opportunity Compliance: **SNMEDD/COG** agrees to abide by all applicable federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations the **SNMEDD /COG** agrees to assure that no person shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, age or handicap, be excluded from employment with or participation in, be denied the benefits of or be otherwise be subjected to discrimination under any program or activity performed under this agreement. If the **SNMEDD/COG** is found not to be in compliance with these requirements during the life of this agreement, the **SNMEDD/COG** agrees to take appropriate steps to correct these deficiencies.
11. Product of Services; Copyright: All materials developed or acquired by the **SNMEDD/COG** under this agreement shall become the property of the CITY and shall be delivered to the CITY no later than the termination date of this contract. Nothing produced in whole or in part by the **SNMEDD/COG** shall be the subject of the application for copy right by or on behalf of the **SNMEDD/COG**.
12. Applicable Law: This agreement shall be governed by the laws of the State of New Mexico. IN WITNESS WHEREOF, THE PARTIES HERETO EXECUTED THIS AGREEMENT THIS _____ DAY OF _____, 2016.

CITY OF LOVINGTON
LEA COUNTY, NEW MEXICO

BOARD OF DIRECTORS
SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT
DISTRICT/
COUNCIL OF GOVERNMENTS

By: _____
Chief Elected Official or
Authorized Staff

By: _____
Executive Director, SNMEDD/COG

Date: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES

The **Southeastern New Mexico Economic Development District/Council of Governments** will provide the following administrative services for the CITY of LOVINGTON.

1. Prepare professional service and contract documents in accordance with mandatory applicable federal law and regulations
2. Act as liaison between New Mexico Department of Finance and Administration and the CITY OF LOVINGTON
3. Complete environmental assessment per regulations
4. Comply with construction of public improvements requirements and compliance with federal and state laws and regulations
5. Prepare all pay requests; track in-kind and cash match as well as required financial ledgers/reports
6. Prepare all progress, labor, minority, Section 3 and other grant required reports
7. Preparation of project files for monitoring purposes
8. Preparation and submittal of close-out documents
9. Compliance with New Mexico State Audit Rules for this project
10. Ensure that grant funds are expended in compliance with all applicable laws, regulations and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations and grant agreement.
11. Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations and grant agreement.

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

RESOLUTION 2016-8

**APPROVING A FISCAL AGENT AGREEMENT WITH THE SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT**

WHEREAS, the Commission of the City of Lovington of Lea County of the State of New Mexico shall enter into a Fiscal Agent Agreement with the Southeastern New Mexico Economic Development District, and

WHEREAS, the Agreement is for fiscal agent services for Project No. 15-0794 to plan, design, construct and equip a fire station in Lovington.

NOW THEREFORE, BE IT RESOLVED by the City of Lovington that Scotty Gandy, Mayor, is authorized to sign the fiscal agent agreement for this project.

PASSED, APPROVED, AND ADOPTED FEBRUARY 8, 2016.

Scotty Gandy, Mayor

ATTEST:

Carol Ann Hogue, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: February 8, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Resolution 2016-9: Credit Card Master Limit
DEPARTMENT: Finance
SUBMITTED BY: Gary Chapman, Finance Director
DATE SUBMITTED: February 2, 2016

STAFF SUMMARY:

City credit cards are necessary to conduct routine business and travel for trainings. The City has strict controls in place to monitor expenditures. In order to ensure cards are available with sufficient credit, it has been deemed necessary to provide one credit card for our Wastewater Plant Operator and two more Travel/Training cards.

Staff has investigated alternatives to Credit cards, such as "green dot" reload-able prepaid cards, but because of the costs and restrictions associated with prepaid cards, it is to the City's advantage to simply add additional credit cards and increase the credit limit.

FISCAL IMPACT:

REVIEWED BY: Gary Lee Chapman
Finance Director

None. All credit cards are strictly monitored and balance paid in full each month. The total combined credit limit for all credit cards with the passing of this resolution will be, \$52,500.00.

ATTACHMENTS:

Resolution 2016-9

RECOMMENDATION:

Motion to approve Resolution 2016-9

Gary Lee Chapman
Department Head

James R. Williams
City Manager

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

RESOLUTION NO. 2016-9

A RESOLUTION AMENDING THE CREDIT CARD MASTER LIMIT

WHEREAS, the City of Lovington has increasing need for more flexibility in paying travel expenses and purchasing incidental goods and services; and

WHEREAS, additional credit cards with certain controls and limited to expenses only incurred by the City would fulfill that need.

NOW, THEREFORE, BE IT RESOLVED, that the City of Lovington obtain additional credit for authorized expenses, travel expenses, and other incidental goods and services incurred for the City of Lovington.

BE IT FURTHER RESOLVED, the master limit for City credit cards is \$52,500.

DONE THIS 8TH DAY OF FEBRUARY, 2016 at

City of Lovington
New Mexico

Scotty Gandy, Mayor

ATTEST:

Carol Ann Hogue, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: February 8, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Resolution 2016-10: Transfer of Equipment
DEPARTMENT: Fire Department
SUBMITTED BY: Terrance Lizardo, Fire Chief
DATE SUBMITTED: February 3, 2016

STAFF SUMMARY:

During the previous fiscal year, the Fire Department completed its upgrade and replacement of its Zoll defibrillator's. The Zoll units that were replaced are still usable, but lack the additional features our medical personnel need access to.

The Tatum Volunteer Ambulance Service has demonstrated a need for defibrillator's such as the old Zoll units and have requested the transfer to two of Lovington's surplus defibrillator's if the Commission will approve of their disposal and transfer.

FISCAL IMPACT:

REVIEWED BY: Gary Lee Chapman
Finance Director

None. Equipment is surplus.

ATTACHMENTS:

Resolution 2016-10

RECOMMENDATION:

Motion to approve Resolution 2016-10.

Department Head

James R. Williams
City Manager

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

RESOLUTION NO. 2016-10

A RESOLUTION TRANSFERRING EQUIPMENT TO THE VILLAGE OF TATUM

WHEREAS, the City of Lovington Fire Department has completed the replacement and upgrade of the defibrillators they utilize on ambulances; and

WHEREAS, the old defibrillators are still useable but are considered surplus equipment; and

WHEREAS, the Village of Tatum's volunteer ambulance service has demonstrated a need for this lifesaving equipment.

NOW, THEREFORE, BE IT RESOLVED, that the City of Lovington authorizes the disposal of two (2) M Series Zoll Defibrillators by means of transferring these units to the Village of Tatum; and

BE IT FURTHER RESOLVED that upon transfer of the equipment a page containing the model number and serial number of each unit will be attached to this Resolution for reference.

DONE THIS 8TH DAY OF FEBRUARY, 2016 at

City of Lovington
New Mexico

Scotty Gandy, Mayor

ATTEST:

Carol Ann Hogue, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: February 8, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Resolution 2016-11: Accepting Annual Audit and Financial Statements
DEPARTMENT: Finance Department
SUBMITTED BY: Gary L. Chapman, Finance Director
DATE SUBMITTED: February 2, 2016

STAFF SUMMARY:

Staff have prepared Resolution 2016-11, which will accept the City's audit report and financial statements for the fiscal year ending June 30, 2015.

A copy of the audit report and financial statements has been provided for your review and approval. Upon acceptance by the Commission, a digital copy will be available on the City website.

FISCAL IMPACT:

REVIEWED BY: Gary Lee Chapman
Finance Director

ATTACHMENTS:

Resolution 2016-11

RECOMMENDATION:

Motion to approve Resolution 2016-11

Gary Lee Chapman
Department Head

James R. Williams
City Manager

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

RESOLUTION 2016-11

**A RESOLUTION ACCEPTING THE JUNE 30, 2015 AUDIT REPORT AND FINANCIAL
STATEMENTS FOR THE CITY OF LOVINGTON**

WHEREAS, pursuant to 12-6-3 NMSA 1978 12, the City of Lovington is required to have an annual financial audit performed; and

WHEREAS, the Accounting and Consulting Group has conducted an audit of the City's financial affairs for Fiscal Year 2015 using generally accepted auditing standards and rules issued by the State Auditor; and

WHEREAS, the Accounting and Consulting Group submitted the final audit and financial statements to the State Auditor; and

WHEREAS, the State Auditor has approved the City of Lovington audit and financial statements for the year ending June 30, 2015.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Body of the City of Lovington accepts the audit report and financial statements for the year ending June 30, 2015.

DONE THIS 8th DAY OF FEBRUARY, 2016.

SCOTTY GANDY, MAYOR

ATTEST:

CAROL ANN HOGUE, CITY CLERK

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: February 8, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Senior Citizen Board Appointments
DEPARTMENT: Senior Citizen Center
SUBMITTED BY: Norma Vejil, Director
DATE SUBMITTED: February 3, 2016

STAFF SUMMARY:

Two unfilled positions remain on the Senior Citizen Board. After staff have inquired, the follow two patrons of the facility are interested in serving:

Joyce Drewry
Henry Gutierrez

Terms are for two years each.

FISCAL IMPACT:

REVIEWED BY: _____
Finance Director

ATTACHMENTS:

RECOMMENDATION:

Motion to appoint two members to the Lovington Senior Citizens Board.

Department Head

James R. Williams

City Manager

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: February 8, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Accounts Payable
DEPARTMENT: Finance Department
SUBMITTED BY: Gary Lee Chapman, Finance Director
DATE SUBMITTED: February 4, 2016

STAFF SUMMARY:

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

FISCAL IMPACT:

See accounts payable detail.

REVIEWED BY: Gary Lee Chapman
Finance Director

ATTACHMENTS:

Accounts Payable - General Fund
Accounts Payable - Utilities Fund

RECOMMENDATION:

Motion to approve accounts payable.

Gary Lee Chapman
Department Head

James R. Williams
City Manager

City of Lovington (New)
Summary A/P Ledger - A/P Summary CMeeting - General
From 2/1/2016 Through 2/29/2016

101 - General Fund

Vendor Name	Dept Code	Current Balance
Alsco		473.57
America Supply, LLC		72.54
American Medical Group, Inc		486.01
Atco International		225.00
Blaine Industrial Supply		492.83
Bob's Thriftway		436.19
Border States Electric Supply		614.61
Bound Tree Medical, LLC		208.27
Brodart-McNaughton Inc.		2,898.00
Bruce's Pest Control		289.50
C & S Motor Parts Co.		91.13
Center Point Large Print		40.14
Constructors, Inc		1,532.59
Cowboys Corner		31.95
Dept. of Public Safety		60.00
EnvisionWare, Inc		725.00
FacilityDude.com		1,326.68
Forrest Tire Co.		33.25
Gale/Cengage Learning		68.22
Gebo Credit Corporation		587.26
General Welding Supply		295.00
Geoffrey Herweg		53.39
H & K Pest Control Co.		471.92
Haarmeyer Electric		2,844.96
Higginbotham-Bartlett Co.		1,649.16
Hobbs News-Sun		114.00
Homer Youngblood		675.00
Hospital Services Corporation		27.16
IACP		170.00

City of Lovington (New)
Summary A/P Ledger - A/P Summary CMeeting - General
From 2/1/2016 Through 2/29/2016

Keith Morwood Enterprises, Inc	373.95
Kid's Reference Company, Inc.	322.83
Kleen-Tech Services Corp.	5,489.76
LEACO	111.74
Lovington Auto Supply	1,336.01
Lovington Leader	9.46
LWH Fire Extinguisher, LLC	117.70
MailFinance	1,015.50
McAllister Software Systems	1,195.00
Med-Vet International	598.93
Michael Raburn	187.50
Michael's Prescription Corner	625.00
MicroMarketing LLC	466.11
Mr. Key's Locksmith	143.21
New Mexico Jr. College	600.00
NM Board of Pharmacy	60.00
NM EMS Bureau	280.00
OCLC, Inc.	220.86
P & D Petroleum, Inc	9,327.40
Pro-Treat Power Equipment	508.87
Radio Accounting Service	450.00
Recorded Books LLC	737.90
Reid Insurance Group, Inc.	844.00
Roberts Oil & Lube	535.04
Senior Standing Strong	88.20
SHOPKO Hometown	71.95
Southwest Polygraph	267.03
Staples Advantage	1,831.75
Strong Electric	5,583.94
Sunbird Home Resort Products	95.38
SWAT, LLC	90.79
TNT Construction	599.90

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CMeeting - General
 From 2/1/2016 Through 2/29/2016

Tom's Sharp Shop	44.43
TransUnion Risk and Alternativ	34.25
Tyler Technologies	2,781.95
U S Food Service	830.17
Unifirst Corp.	247.92
Unique Vacuum Service, LLC	1,716.00
United Health Group	115.00
United Salt Corp	1,445.50
Valentine Auto Service	528.20
Windstream Communications, Inc	<u>152.83</u>

Report Balance	<u>59,075.29</u>
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Payee	Transaction Description	Check Amount
Accounting & Consulting Group	Gen-2015 Audit Service Final Payment	11,822.23
Acme Environmental, Inc.	Vet/Animal Control/P&Z- Asbestos Inspector Refresher/Ball/Bro	289.41
Alsco	Ambulance-Linen Contract	858.80
AT&T Mobility	Gen-Cell Phone Bill 12/15	2,030.44
Chevron USA, Inc.	Police-Fuel to Las Cruces D Rodriguez 12.14.15	19.44
Jae Kim	Executive-Reimb Airfare/Car Rental/Hotel	1,020.54
Lea Community Foundation Arts	Lodgers Tax-Adv. movie alvin/the Chipmunks Road Chip	100.00

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeeeting - General
 From 2/1/2016 Through 2/29/2016

Lea Community Foundation Arts	Lodgers Tax-Reimb advertising Quarter 4 2015	793.17
Lea County Electric	Gen-Electric Bill For 12/15	23,568.37
Lea County Electric	Gen-Electric Bill for 01/16	23,313.97
Lea County Museum	Museum- Lodgers Tax Fall Fun Fest 2016	1,114.21
Lea County Treasurer	Judicial-Inmate Housing Dec 2016	2,390.75
LEACO	Gen-Internet Bill 12/15	206.48
Lovington Chamber of Commerce	Finance-Auxiliary funding for Jan-March 2016	8,750.00
Lovington Chamber of Commerce	Gen-Banquet Tickets for Chamber of Commerce 2016	400.00
Lovington Chamber of Commerce	Lodgers Tax-vistors Upkeep for Jan 2016	1,000.00
Lovington Economic Development	Finance-Qtr 3 funding	12,500.00
Lovington Main Street	Finance-Professional Services Oct-Dec 2015	12,500.00
Lovington Main Street	Lodgers Tax Adv Halloweeon on Plaza/Holiday Shopping	2,343.74
Lowe's	Gen-Credit Card Bill for Lowe's 12/15	1,866.68

City of Lovington (New)
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 From 2/1/2016 Through 2/29/2016

Nancy Lutje	Parks-Certified Pool Operator Training/Test/D Martin/G Arand	550.00
New Mexico Gas Company	Gen-Utility Gas Bill 12/15	1,314.47
NM Regulation & Licenseng Dept	Vet/Animal control- Renew Euthanasia License LT0100-L Brock	50.00
Phillips 66 Co.	Gen-Fuel Credit Card for 12/15	201.91
Phillips 66 Co.	Gen-Fuel Credit Card 01/16	168.86
Shell Oil Co.	Police-Fuel for D Rodriguez to Las Cruces	13.63
Staples	Parks-Credit on NetGear WIFI	(99.99)
Staples	Police-Office Supplies	90.56
Staples	Senior Center-Office Supplies Invoice 1454237511-1454256991	846.50
Staples	Police-Office Supplies	153.14
Tyler Technologies	Judicial-Court Case Mangement- Airfare/Hotel/Gas/Car Rental	1,638.10
Valentine Auto Service	Police-Repairs to unit 25	446.62

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeing - General
From 2/1/2016 Through 2/29/2016

Visa	Visa 9934 CAH 12/15 Vet/Animal Control-5 Med 7 large kennels for Transport/Walmart Supplies for Shelter and for float/Dollar General heater, mesh ribbon, snow fluff/Family dollar snow blanket	1,558.50
Visa	VISA 9934 CAH 12/15- Vet/Animal Control- Water/Drinks/Can Opener/Food for inmates	80.87
Visa	VISA JW 9942 12/15- MVD Surveillance Video Camera	824.30
Visa	Visa JW 9942 12/15- Food for 6 for Executive Planning Meeting/Food for Fire Meeting at Jalisco/Fuel for Tahoe at Allsup	102.94
VISA	VISA JW 9942 12/15- Executive ICMA Membership renewal	769.00
Visa	Visa GC 9280 12/15 Vet/Animal Control- Food/Cemetery White Flages/Cemetery Safety Can Gas/Recreation Coffee Maker	362.09

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeeting - General
From 2/1/2016 Through 2/29/2016

Visa	Visa GC 9280 12/15 Finance 1095 Processing class Abila Training	230.00
Visa	Visa GC 9280 12/15- Youth Center-Pizzas	86.81
Visa	Visa GC 9280 12/15- Senior Center-216 Server Trays	1,343.13
Visa	Visa Police 9306 12/15 Walmart Purchased Tv's for Christmas party/Shopko Mounts for Tv's	1,123.45
Visa	Visa Police 9306 12/15 NMJC Gomez Defensive Driving Class	50.00
Visa	Visa Police 9306 12/15 Police Brookhollow Christmas Cards	151.84
Visa	Visa Police 9306 12/15 Police Post office Stamps for Christmas Cards/Police Post Office Galls/Streamlights	81.38
Visa	Visa Police 9306 12/15- Police Dollar General Totes for Armory	48.26

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CMeeting - General
 From 2/1/2016 Through 2/29/2016

Visa	Visa Police 9306 12/15 Days inn/Meals for D Rodriguez in Las Cruces	382.84
Visa	Visa Police 9306 12/15- Fire/Library Domino's food for inmates	73.87
Visa	Visa WD 0619 12/15 Fuel to get new City Vehicles in Albuq NM/Fuel for JW at Allsup's	37.84
VISA-0619 Wyatt	VISA WD 0619 12/15 Walmart/Home depot/Big Lots Purchase for Christmas Party	2,982.16
Visa	Visa Fire 9298 12/15 Tach	292.84
Visa	Visa Fire 9298 12/15 EMS Transition Course Peter Pucciarelli	85.00
Visa	Visa Fire 9298 12/15 Dell Toners/Shopko Wastebasket/Nudell Award Plaque/Batteries/heater/cl eaning supplies/Dry Erase lap boards/markers	909.52
Windstream	EDC-Phone Bill 12/15	186.87

City of Lovington (New)
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From 2/1/2016 Through 2/29/2016

Windstream	Chamber of Commerce- Phone Bill for 12/15	200.43
Windstream	Main Street-Phone Bill 12/15	135.69
Windstream	Gen-Phone Bill 12/15	4,485.25
Report Total		<u>134,701.69</u>

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - Water
From 2/1/2016 Through 2/29/2016

505 - Water & WasteWater

<u>Vendor Name</u>	<u>Current Balance</u>
American Medical Group, Inc	416.58
BlueTrap Financial, Inc.	71.11
Burger Builders	82.99
C & S Motor Parts Co.	28.13
California Cont. Supplies, Inc	119.88
Copies, Inc.	357.49
Culligan Water Conditioning	24.50
Dana Kepner Co.	12,571.46
DPC Industries Inc.	1,091.94
Eggelhof Inc.	467.38
FacilityDude.com	1,326.68
Haarmeyer Electric	4,163.00
Higginbotham-Bartlett Co.	254.56
Hobbs News-Sun	52.44
Hospital Services Corporation	26.79
LEACO	57.56
Lovington Auto Supply	11.50
Lovington Tire Service, Inc.	15.83
M & R Tire Service, LLC	748.00
MailFinance	1,015.50
Marine Auto Truck Electric, In	395.50
NXKEM USA, LLC	945.36
P & D Petroleum, Inc	1,724.94
Patriot Pipe & Supply LTD	107.38
Permian GMC	3,692.79
Polydyne Inc.	504.00
Professional Communications	2,600.96
Staples Advantage	121.81
Unifirst Corp.	211.41

Report Balance

33,207.47

Payee

Check Amount

Accounting & Consulting Group	Water-Final Payment for Audit Service 2015	6,060.25
AT&T Mobility	Water-Cell Phone Bill 12/15	623.46
Kayo Strickland	Water Public Maint-Reimb for Supplies from Habor	464.96
Lea County Electric	Water-Electric Bill 12/15	22,373.17
Lea County Electric	Water-Electric Bill for 01/16	21,149.19
LEACO	Water-Internet bill 12/15	93.42
Lowe's	Water-Lowes Credit Card 12/15	308.97
New Mexico Gas Company	Water-Utility Gas Bill 12/15	665.19
Office of the State Engineer	Water-Water Well Extension Permits/Well Replacement Permit	125.00
Staples	WasteWater-Office Supplies on Staples Credit Card 12/15	138.95
Staples	WasteWater-Office Supplies	419.33
Visa	VISA 8621 12/15 Water Org trv 2 Wastewater-Hotel/Meals/Fuel-Training for S Hernandez/M Astudillo in Las Cruces	382.81
Visa	VISA cah 12/15 water business cards for D Click	18.97

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeeeting - Water
 From 2/1/2016 Through 2/29/2016

Visa 0619 wyatt	Visa 0619 Wyatt-12/15 Water Plex Keyless	592.90
VISA-0619 Wyatt	Visa 0619 Wyatt 12/15 Public Maint Vacuum/Tool Box	395.05
VISA-0619 Wyatt	VISA 0619 Wyatt 12/15-Water 2-Lunch @ Red Robin Burger/Fuel to pick up New Vehicle in Albuq	84.38
Waste Management of New Mexico	Solid Waste-Polycarts 11/15 res \$64564.56 com \$57568.62	122,133.18
Waste Management of New Mexico	Solid Waste-Dumping for Roll- offs 12/15	9,197.57
Windstream	WasteWater-Internet for Scada 11/15	60.04
Windstream	Water-Phone Bill for 12/15	459.36
Windstream	WasteWater-Phone line to Scada 12/15	62.18
Report Total		<u>219,015.80</u>