

**REGULAR MEETING OF THE CITY COMMISSION  
MONDAY, MAY 11, 2015 @ 5:30 P.M.  
CITY COMMISSION CHAMBERS, 214 S. LOVE STREET**

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

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

**Also Present:** City Manager James Williams, Assistant City Manager Jared Cobb, City Attorney Patrick McMahon, Police Chief David Rodriguez, City Finance Director Gary Chapman 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 Trujillo so moved to approve the agenda. Commissioner Campos seconded and a roll call was taken: Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Campos - Yes, Commissioner Bengé – Yes, and Mayor Gandy – Yes.

**Approval of the Called Meeting Minutes of April 20, 2015 and Regular Minutes of April 27, 2015:** Mayor Gandy called for a motion. Commissioner Bengé so moved to approve the called meeting minutes of April 20, 2015 and the regular minutes of April 27, 2015; Commissioner Campos seconded. Roll call was taken: Commissioner Campos – Yes, Commissioner Butcher – Yes, Commissioner Bengé – Yes, Commissioner Trujillo – Yes, and Mayor Gandy – Yes.

**COMMISSIONER AND STAFF REPORTS:**

- Mayor Gandy asked if graffiti could be removed at Liberty Finance on Avenue A; has been there since Friday
- Commissioner Bengé thanked Street Supervisor Carl Weaver for helping plant a tree at the museum; asked Evelyn Holguin how the turnout was for the Cinco de Mayo Celebration due to the wind? Evelyn Holguin responded to Commissioner Bengé inquiry by stating it was windy from 8 am – 4 pm; not sure how many attended but the number of signups for a drawing for grill totaled 2,814 entries. Commissioner Campos thanked Evelyn Holguin for a fabulous turn out and applauded the City and Staff for their hard work
- Assistant City Manager Cobb announced the Lea Community Foundation for the Arts Gala Event is Saturday, May 16, 2015 from 7 – 9 p.m. at the Lea Theatre; tickets cost \$50.00 per person will include wine tasting, hors d'oeuvre, and a silent auction
- City Manager Williams informed Commissioners of recommendation for dispatch will be available for review in Commission meeting in June
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**NON-ACTION ITEMS:**

**Discussion of Police Department Body Cam Policy:** Police Chief Rodriguez informed Commissioners of Body Cam Policy Draft which included: responsibilities on deleting,

downloads, supervisor responsibilities, handling of erasing data for Police Chief, minimum time to keep recordings is 3 years, and disclosing to courts. Commissioner Campos addressed concerns with policy for SRO in reference to school students and employees and if language is needed to protect the City; Police Chief Rodriguez stated on page 6 section O, any and all contacts involving juveniles. City Attorney McMahon stated City will need to take a look at the plan and policy for SRO with body cam and communicate with the schools to view their policies in reference to videotaping.

**ACTION ITEMS:**

**Consider Approval of Ordinance No. 534: Issuance and Sale of Hold Harmless Gross Receipts Tax Revenue Bonds:** Mayor Gandy called for a motion. Commissioner Trujillo so moved to consider approval of Ordinance No. 534: Issuance and Sale of Hold Harmless Gross Receipts Tax Revenue Bonds; Commissioner Benge seconded. Tommy D. Hughes, Attorney of Hughes Law, addressed Commissioners stated he will be working with Financial Advisor Brad Hanks from George K. Baum with the structuring and selling bonds, the ordinance No. 534 will allow the authorization of the sale of \$3,500,000.00 Hold Harmless Gross Receipts Tax Revenue Bond. Mr. Hughes explained to Commissioners the details on DTC process of bonds, maturity, purchase price, redemption before maturity, City will sign a continuing disclosure under taking and Mayor will sign purchase agreement; bond is not to exceed 12% and this is not a general obligation bond. City Manager Williams stated the Industrial Revenue Bond with DFA; the transaction is taking care of by the buyer and seller. There being no further discussion, a roll call was taken: Commissioner Benge – Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Campos – Yes, and Mayor Gandy – Yes. Motion was approved.

**Consider Approval of Resolution 2015-38: Dedication of Public Right of Way in J.L. Reed Addition, Unit 3, to the City of Lovington, Lea County, New Mexico:** Mayor Gandy called for a motion. Commissioner Benge so moved to consider resolution 2015-38: Dedication of Public Right of Way in J.L. Reed Addition, Unit 3, to the City of Lovington, Lea County, New Mexico; Commissioner Butcher seconded. City Manager Williams addressed Commissioners of approval of resolution which will amend resolution; City has received plat requesting dedication of public right of way in cul-de-sac be referenced by resolution to finalize plat. There being no further discussion, a roll call was taken: Commissioner Trujillo – Yes, Commissioner Benge – Yes, Commissioner Campos – Yes, Commissioner Benge – Yes, and Mayor Gandy – Yes. Motion was approved.

**Consider Approval of Resolution 2015-39: Approval of Lease Agreement for property at Lea County Lovington Airport:** Mayor Gandy called for a motion. Commissioner Campos so moved to consider approval of Resolution 2015-39: Approval of Lease Agreement for property at Lea County Lovington Airport; Commissioner Trujillo seconded. City Manager Williams addressed Commissioners of approval of resolution 2015-39 which authorizes the City Manager to renew the lease between the City and Lea County for the hangar located at the Lea County Lovington Airport for three year term; the hangar is utilized for evidence and large item storage by the City. There being no further discussion, a roll call was taken: Commissioner Butcher – Yes, Commissioner Campos – Yes, Commissioner Benge – Yes, Commissioner Trujillo – Yes, and Mayor Gandy – Yes. Motion was approved.

**Consider Approval of Resolution 2015-40: Memorandum of Understanding between Lea County and the City of Lovington for Walking Path from Chaparral Park to the Lea County**

**Courthouse:** Mayor Gandy called for a motion. Commissioner Butcher so moved to consider approval of resolution to approve Zone Change for Property at 501 E. Washington (Zone B to Zone C); Commissioner Campos seconded. City Manager Williams addressed Commissioners of request of approval of resolution will authorize the City Manager to sign a Memorandum of Understanding with Lea County to conduct a study and develop a plan for the proposed walking trail from Chaparral Park to the Lea County Courthouse; estimated cost is \$927,000.00 of which approximately 50% of the funding has been secured through a “Rails to Trails” grant. Assistant City Manager Cobb stated grant is broken up in two parts: design engineering would be on a federal fiscal year starting October 1, 2015 through September 30, 2016 and then following year for constructing; trail will connect to existing trail at Chaparral Park. There being no further discussion, a roll call was taken: Commissioner Campos – Yes, Commissioner Bengé – Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, and Mayor Gandy – Yes. Motion was approved.

**Consider Approval of Resolution 2015-41: Agreement to House Inmates between Lea County and City of Lovington:** Mayor Gandy called for a motion. Commissioner Trujillo so moved to consider approval of Resolution 2015-41: Agreement to House Inmates between Lea County and City of Lovington; Commissioner Campos seconded. City Manager Williams addressed Commissioners of approval of resolution 2015-41 will authorize the Mayor to enter into an agreement with Lea County for the housing and care of City inmates; this is an annual agreement. City Manager Williams stated reviewing agreement City Attorney McMahon recommended amending language “or arrested by other law enforcement agencies within the jurisdiction of Lovington” under the first whereas; City only wants to be responsible for the individuals Lovington Police department arrest. Commissioners and Police Chief discussed the possibility of rejection of housing inmates from the Lea County Detention; Police Chief Rodriguez stated it is very low. There being no further discussion, a roll call was taken: Commissioner Bengé – Yes, Commissioner Trujillo – Yes, Commissioner Butcher - Yes, Commissioner Campos – Yes, and Mayor Gandy – Yes. Motion was approved.

**Consider Approval of Resolution 2015-42: Change Order no. 1 for Chaparral Park Irrigation System:** Mayor Gandy called for a motion. Commissioner Butcher so moved to consider approval of Resolution 2015-42: Change order no. 1 for Chaparral Park Irrigation System; Commissioner Trujillo seconded. City Manager Williams addressed Commissioners of approval of resolution which will authorize Change Order No. 1 of the Chaparral Park Irrigation System Project; Phase I, with Option No. 1, is scheduled for completion on June 15, 2015. City Manager Williams stated work will cease on July 1 – 4, 2015 so that the area can be made safe for the 4<sup>th</sup> of July Celebration; Parks Supervisor Dennis Martin will do a walk through. July 5 work will resume and an estimated completion date of August 7, 2015 all 4 Phases will be completed. There being no further discussion, a roll call was taken: Commissioner Bengé – Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Campos – Yes, and Mayor Gandy – Yes. Motion was approved.

**Consider Approval of Resolution 2015-43: Revocation of Business License for Improper Zoning – TRC Oilfield Service, LLC:** Mayor Gandy called for a motion. Commissioner Campos so moved to consider approval of Resolution 2015-43: Revocation of Business License for Improper Zoning – TRC Oilfield Service, LLC; Commissioner Bengé seconded. City Manager Williams addressed Commissioners of City Clerk issuing a business license to TRC Oilfield Services located in the Lovington Lea County Extraterritorial Zone (ETZ) and a business of this type is not allowed to

operate in zone R-1; the ETZ Authority did appoint an enforcement officer and the officer was directed to notify the property owner of the non-conforming use. As this is a non-conforming use, the City Commission is authorized to revoke the business license; TRC Oilfield Services does not have to have a city business license to operate out in the county, but the following steps are by City Municipal codes is to remove city business license. TRC Oilfield Services Company, Attorney Alexander Ching stated, to be clear business license is being removed not because of zoning, the error in agenda but because physically or legally the City business license are not issued to the County; zoning problem is with County not with City. City Manager Williams stated City Clerk and City Planner will be working together to make sure when a company applies for a business license City will verify place of business before issuing a business license. There being no further discussion, a roll call was taken: Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Campos – Yes, Commissioner Bengé – Yes, and Mayor Gandy – Yes. Motion was approved.

**Consider Approval of Resolution 2015-44: 2015 – 2016 Interim Budget Approval:** Mayor Gandy called for a motion. Commissioner Butcher so moved to consider approval of Resolution 2015-44: 2015 – 2016 Interim Budget Approval; Commissioner Campos seconded. Finance Director addressed Commissioners of approval of resolution 2015-44 accepting the proposed interim Budget for the 2015 – 2016; budget does not include increase on COLA or merit to employees. Finance Director Chapman stated assuming all revenues and expenditures come in as planned, City will have a 47% contingency reserved of all funds combined; general fund would have a 49% reserve. Finance Director Chapman explained water funds transferred to solid waste funds and recording monies in solid waste that belong in the solid waste. City Manager Williams stated the budget that is being submitted does not include merit increases, City is looking at an estimated 10% reduction in general funds revenues, and health insurance dropped .6%; recommending approving proposed budget. Commissioners and Staff discussed possible consideration of retroactive pay if funds are available. There being no further discussion, a roll call was taken: Commissioner Butcher – Yes, Commissioner Campos – Yes, Commissioner Bengé – Yes, Commissioner Trujillo – Yes, and Mayor Gandy – Yes. Motion was approved.

**Consider Approval of Resolution 2015-45: J.F. Maddox Foundation Grant Agreement:** Mayor Gandy called for a motion. Commissioner Campos so moved to consider approval of Resolution 2015-45: J.F. Maddox Foundation Grant Agreement; Commissioner Bengé seconded. City Manager Williams addressed Commissioners of partnership with Elizabeth Graham from Afterschool Adventures, to enhance summer program for children in Kindergarten to 5<sup>th</sup> grade in age; programs included summer adventures program, continuing education for the students with the Lovington public schools, swimming pool, and library. City Manager Williams stated program is being made possible through a partnership between the City, Lovington Schools, Afterschool Adventures, Nor Lea Hospital, and NMJC. The J.F. Maddox Foundation will provide \$15,000 in funding to support 15 scholarships; City would be the fiscal agent to provide scholarships up to 15 students. Commissioner Bengé liked the idea, even though it is limited to the number of children; Elizabeth Graham applied for the grant. Scholarship will be based on income needs. Commissioner Trujillo asked who would oversee the funds and or project; City Manager Williams stated Elizabeth Graham will be coordinator of entire project and as for the scholarships; it is still in discussion process. City Manager Williams stated the funding would be released similar to auxiliary programs and there will be a formal partnership presented in the next meeting. There being no further discussion, a roll call was taken: Commissioner Campos –

Yes, Commissioner Bengé – Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, and Mayor Gandy – Yes. Motion was approved.

**Consider Award of RFP 042215: Lea Theater Digital Conversion:** Mayor Gandy called for a motion. Commissioner Bengé so moved to consider award of RFP 042215: Lea Theater Digital Conversion based upon the recommendation of the staff; Commissioner Trujillo seconded. City Manager Williams addressed Commissioner on tabling until next City Meeting; Sonic Systems amount of \$113,000 and City only has budgeted \$100,000 towards this project. City Manager Williams stated for Commission to wait until the fundraising Gala for this Saturday, to see where the funding is at before awarding project. There being no further discussion, a roll call was taken on tabling RFP 042215: Commissioner Bengé – Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Campos – Yes, and Mayor Gandy – Yes. Motion was approved.

**Consider Award of RFP 050715: Sale of Real Property at Main and Jefferson:** Mayor Gandy called for a motion. Commissioner Trujillo so moved to consider award of RFP 050715: Sale of Real Property at Main and Jefferson; Commissioner Butcher seconded. City Manager Williams informed Commissioners no bids were received for RFP 050715; City will re-advertise the RFP. Commissioner Trujillo so moved to amend motion to table award; Commissioner Campos seconded. There being no further discussion, a roll call was taken: Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Campos – Yes, Commissioner Bengé – Yes, and Mayor Gandy – Yes. Motion was approved.

**Consider 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:**

Chamber Director Raelynn Stuart addressed Commissioners with concerns of recent high volume of calls soliciting for calendars and magnets. Mrs. Stuart stated one outside company, H&H Promotions will be working on updating address book for Chamber. Assistant City Manager Cobb stated CGI Communications might be calling vendors on behalf of City of Lovington.

Commissioner Bengé stated the Avenue K side and east side of the Chaparral Park lighting is not working on the bathrooms

**ADJOURNMENT:**

There being no further business the meeting adjourned at 6:34 p.m.

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

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

**CITY OF LOVINGTON**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 26, 2015



TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

**SUBJECT:** Chamber of Commerce Annual Report  
**DEPARTMENT:** Executive  
**SUBMITTED BY:** James R. Williams, City Manager  
**DATE SUBMITTED:** May 14, 2015

**STAFF SUMMARY:**

Rae Lynn Stuart, Executive Director of the Chamber of Commerce, will be providing the Commission a report regarding activities performed by the Chamber during the current fiscal year.

**FISCAL IMPACT:**

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

(Finance Director)

**ATTACHMENTS:**

**RECOMMENDATION:**

Information only.

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

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

CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 26, 2015



TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

SUBJECT: Resolution 2015-46: Body Worn Cams  
DEPARTMENT: Police  
SUBMITTED BY: David Rodriguez  
DATE SUBMITTED: May 21, 2015

**STAFF SUMMARY:**

Staff have incorporated language in the proposed policy which identifies use of the camera by the SRO. The school administration was contacted and requested information regarding any policy conflict or concern regarding the use of this device by the SRO and at the time this document was prepared no response has been received. Language in the MOU for the SRO program describes the use of standard issue equipment, including the carrying of a firearm and taser. This language would be more than sufficient to allow the use of the camera by this particular employee.

Routine use of camera devices on medical responses was not incorporated due to patient privacy and HIPAA.

**FISCAL IMPACT:**

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

(Finance Director)

**ATTACHMENTS:**

Resolution 2015-46  
Amended Body Cam Policy

**RECOMMENDATION:**

Motion to approve Resolution 2015-46

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

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

**RESOLUTION NO. 2015-46**

**WHEREAS**, the Lovington City Commission recognizes the need for the Police Department to utilize body worn cameras in their regular line of work; and

**WHEREAS**, the adoption and implementation of a department policy regarding the use, care, and handling of data captured by these devices is good operational and management practice.

**NOW, THEREFORE, BE IT RESOLVED**, that the Lovington City Commission approves the Lovington Police Departments Body Worn Camera Policy, attached hereto as reference.

DONE THIS 26<sup>th</sup> DAY OF MAY, 2015 at

City of Lovington  
New Mexico

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Scotty Gandy, Mayor

ATTEST:

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Carol Ann Hogue, City Clerk

# LOVINGTON POLICE DEPARTMENT

## ADMINISTRATION

### SECTION 05.06 – USE, CARE AND MAINTENANCE OF EQUIPMENT

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#### VIII. Body Worn Cameras – (BWC)

- I. Body Worn Cameras (BWC) is an “on-the-body” video and recording system assigned to an officer as an additional means of documenting specific incidents in the field. The purpose of this policy is to establish guidelines related to the use, management, storage, and retrieval of the audio and video recordings from the department issued BWC.

The Department provides body-worn camera (BWC's) recording devices to all officers with the expectation that this equipment will be used to provide a “record” of various citizen encounters occurring during a tour of duty and to assist in the gathering of evidence against a suspect. Failing to record incidents or any early termination of any recording may cast doubt on the actions of the officer. Deliberate or repeated failure to record incidents when mandated or tampering with any recording is prohibited.

#### Purpose

The purpose of this Order is to provide officers with guidance for the use and care of available recordings. This policy is not intended to describe every possible situation where the system may be used; however, there are many situations where the use of the BWC device is recommended.

#### II. Body-Worn Camera Recordings

- A. Body-worn camera recorders provide for a means for:
  1. Video/Audio recording evidentiary or copious notes
  2. Recording incidents or contacts
  3. Protecting officers against false complaints or allegations
- B. Body-worn camera recorders shall be used in a professional manner at all times and shall not be used to record personal conversations between officers of the department, other City employees or officials. Electronic surveillance of a non-consenting two-party conversation or which the officer is not part of said conversation, or is not within normal hearing range of said conversation, is prohibited by Federal Law.

## LOVINGTON POLICE DEPARTMENT

### ADMINISTRATION

### SECTION 05.06 – USE, CARE AND MAINTENANCE OF EQUIPMENT

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#### III. Deployment of Body Worn Cameras

Body Worn Cameras (BWC) will be assigned to officers working in a uniformed capacity in a field assignment, such as patrol officers and Criminal Investigations. All BWC assigned to patrol should be utilized on a daily basis. Immediate supervisors are responsible for ensuring that affected on-duty officers are equipped with functioning BWC at the beginning of each shift. The supervisor will make sure the assigned BWC device is recorded on the daily log and that the BWC unit is functioning and uploading into the digital storage system.

Officers will wear the BWC on their uniform shirt or jacket near the center of their chest, utilizing only the mounting equipment provided by the manufacturer of the BWC. It shall be the responsibility of the officer to ensure that their BWC remains in a position which allows for the recording to closely replicate the perspective of the officer using the equipment.

#### IV. Activation of the BWC

Once the BWC is activated, with some exceptions, shall remain on and not be turned off until the initial incident that caused the activation had concluded. For purposes of this section, conclusion of the incident occurs when the gathering of evidence or exchange of communication related to police enforcement activities are concluded. It is understood that not all incidents will clearly start out as needing documentation by a BWC recording or having a clear ending when the BWC is no longer needed. Officer will be expected to use discretion and common sense when activating and deactivating the BWC.

Any incident that is recorded with either the video or audio system shall be documented in the officer's report. If a traffic citation is issued, the officer shall make a notation on the back of the citation copy that will be sent to court, indicating that the incident was recorded.

## LOVINGTON POLICE DEPARTMENT

### ADMINISTRATION

#### SECTION 05.06 – USE, CARE AND MAINTENANCE OF EQUIPMENT

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#### V. Required activation of the BWC

This policy is not intended to describe every possible situation in which the BWC system may be used. In addition to the required situations, an officer may activate the system any time the officer believes its use would be appropriate and/or valuable to document an incident.

In some circumstances it is not possible to capture images of the incident due to conditions or the location of the camera. However, the audio portion can be valuable evidence and is subject to the same activation requirements as the video. The activation of the BWC system is required in any of the following situations:

- (A) All field contacts involving actual or potential criminal conduct within video or audio range.
  - a. Traffic stops to include, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops. If the circumstances of the traffic stop indicate the BWC is no longer needed, then it is the officer's discretion to end the recording and document the reason why.
  - b. Priority responses
  - c. Disturbances or disorders
  - d. Calls involving emotionally or mentally disturbed subjects
  - e. Offenses involving weapons or violence
  - f. Vehicle pursuits
  - g. Suspicious person/vehicle contacts
  - h. Arrests
  - i. Vehicle searches
  - j. Physical or verbal confrontations or use of force
  - k. Domestic Violence calls

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### ADMINISTRATION

#### SECTION 05.06 – USE, CARE AND MAINTENANCE OF EQUIPMENT

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- l. Voluntary contacts of an investigative nature
  - m. DUI Investigations including field sobriety maneuvers
  - n. Any call for service involving a crime where the recorder would clearly aid in the apprehension and/or prosecution of a suspect.
  - o. Any and all contacts involving juveniles.
- (B) Any self-initiated activity in which an officer would normally notify Lovington P.D. dispatch or L.C.C.A. dispatch and the BWC would be useful.
- (C) Any contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording.
- (D) Additionally, the BWC shall be activated during the following situations:
- a. During tactical activities, including the execution of search warrants.
  - b. During warrantless searches of individuals, vehicles, buildings, and other places.
  - c. During the inventorying of seized money or any high value property.
- (E) School Resource Officer (SRO) while in the performance of his/her duties within the boundaries of the Lovington Municipal School District will activate the BWC during the following instances:
- a. field contacts involving actual or potential criminal conduct.
  - b. Interviews and or Interrogations of potential victims, witnesses, and or suspects while on school property.

#### VI. Video Recording Arrested Subjects

- A. Statements or confessions may be recorded at the booking counter, in the booking room, or in the Lovington Police department, as well while performing an officers duties in the field. Recordings of interrogations may be conducted with or without the knowledge or consent of the suspect.
- B. Officers/detectives will note in the report if a video recording was made of the booking process, chemical breath test, or interrogation and if the video recording was placed in evidence. Officers/detectives shall review the video recording prior to packaging as evidence in order to ensure that the DVD contains a quality recording.

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#### VII. Collection of Body Worn Camera Data

- A. All officers prior to end of the duty day, utilizing the provided and designated BWC USB cable will upload all videos and pictures taken on that shift.
- B. All BWC recordings will only be uploaded to an approved Lovington Police Department computer and server.
- C. Officers are encouraged to inform their supervisors and or the Training Sgt. of any recordings that may be of value for training purposes.

#### IX. Retention

- A. The Body Worn Camera (BWC) and all video and audio files are the property of the Lovington Police Department and are to be used for official purposes only.
- B. Any portion of a recorded image that records an event surrounding a violation of the law, which includes an infraction or a crime or offense prosecutable in the criminal courts in this state or the United States, is considered a record of criminal investigation, as described by NMSA 1978, §§ 14-2-1 et seq. (“IPRA”), and the release of any recording will conform to the laws related to open records act ensuring the release states “Reasonable Particularity” the information sought in storage of the devices data and is for the official records related to our personnel’s duties.
- C. Uploaded recordings will be retained on the remote digital storage system based upon the retention schedule established for each category of recording.
- D. In the event of an unintentional activation of the BWC, an officer may request the recording to be deleted. A memorandum detailing the circumstances of the unintentional recording will be forwarded to the Chief of Police. If approved, the deletion will be made by the Chief of Police or his designee.
- E. Any portion of a recorded image that may be used to subject an employee to Departmental disciplinary action is a part of that employee’s personnel file as defined in NMAC 1.15.7.127, and is open to inspection only as provided by that statute unless otherwise required to be disclosed as evidence in a criminal proceeding.

#### X. Cessation of Recording

- A. If there is a break in the recording of a case related incident, the officer report shall explain why that break occurred on the recording or in an associated report. Examples of such breaks include but are not limited to:

- a. There is a malfunction to or accidental deactivation of the device.

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- b. There is personal information being shared that is not case sensitive, such as victim family information/discussion, protected personal information, or personal medical information. In practice, BWC recordings should not be used in a medical facility unless there is an obvious need to document evidence, actions, or potential accountability issues.
- c. The officer is placed on a related assignment that has no investigative purpose such as a scene security post, scene processing, traffic post, etc. Recording may cease if an officer is simply waiting for the arrival of a tow truck, taxi, family member or other similar non-confrontation, non-evidentiary situation.
- d. There is a long break in the incident/contact such as an interruption related to routine police action that is not evidentiary in nature or unrelated to the initial incident.
- e. There is recognition by the officer that the contact no longer creates potential evidentiary or mutual accountability issues.
- f. There is activity such as a transport or change of venue where there is no incident related police activity occurring.

#### **XII. Supervisor Responsibilities**

- A. Supervisors will ensure that all uniformed officers are equipped with available Body Worn Cameras (BWC) prior to the beginning of their shift
- B. Upon receiving notification of any damage or malfunction of a BWC, the supervisor will remove the BWC from service and notify the Chief of Police, and the Training Sgt. of the need for repair.
- C. Supervisors will ensure that all recorded events are documented by the officer in the associated reports and traffic citations.
- D. Supervisors will ensure that any recordings relating to an administrative investigation are downloaded and stored for inclusion in the investigative file prior to their scheduled purge date from the remote storage system.
- E. Supervisors shall conduct routine reviews of selected recordings captured by officers assigned to them in order to assess officer performance, ensure the BWC is being utilized properly, and to identify videos that may be appropriate to enhance training programs or experiences.
- F. Notification of the existence of recordings which may be beneficial for training purposes shall be forwarded via the chain of command to the Training Sgt. for determination of the training value and use. If an involved officer objects to the use of a recording for training purposes, he/she may submit their objection in writing via the chain of command to both the Training Sgt. and the Chief of Police for review.

- G. Supervisors are accountable for all BWC's assigned and that each of their officers have uploaded all videos prior to the end of the shift.

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#### XIII. Security/Handling of Video files

- A. Video recordings shall not be viewed by anyone outside this department, without approval of the Chief of Police or his designee. Copying, releasing, altering, erasing, or

Allowing unauthorized viewing of a department video recording (or portion thereof) shall be grounds for disciplinary action and may expose the employee to personal liability. Internal requests for copies of any recordings will be directed to the Watch Commander.

- B. If a copy of a video recording is made for evidentiary purposes, it shall be packaged, and handled as evidence. If a copy of a video recording is made for administrative review it shall be securely maintained by the Chief of Police. Additional copies of audio or video recordings will not be made.
- C. If an external request for a copy of a video or audio recording is received from an authorized person, the request must be in writing and approved by the Chief of Police. Upon the Chief's approval, a copy of the recording will be sent and the original video will be maintained by Lovington Police Department. The requesting person/agency must acknowledge that the recording will be used for law enforcement purposes only. The City of Lovington Prosecuting attorney, the District Attorney and the U.S. Attorney's offices are exempt from this requirement.

#### XIV. Disposal/Destruction of Audio/Video Recordings

- A. Audio/Visual recordings entered into evidence shall be retained until final court disposition. The Evidence Technician is responsible for directing the destruction and disposal of any recordings no longer needed as evidence.
- B. Copies of audio or video recordings that are no longer needed to resolve citizen complaints or for training purposes will be turned over to the Chief of Police or his designee who shall be responsible for directing the destruction and disposal.

**CITY OF LOVINGTON**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 26, 2015



TYPE:  RESOLUTION     ORDINANCE     PROCLAMATION     INFORMATION     OTHER ACTION

**SUBJECT:** Resolution 2015-47: Meetings and Holidays  
**DEPARTMENT:** Executive  
**SUBMITTED BY:** James R. Williams, City Manager  
**DATE SUBMITTED:** May 21, 2015

**STAFF SUMMARY:**

Staff have prepared Resolution 2015-47 which will establish the meeting and holiday schedule for the 2015 - 2016 Fiscal Year.

**FISCAL IMPACT:**

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

(Finance Director)

**ATTACHMENTS:**

Resolution 2015-47

**RECOMMENDATION:**

Motion to approve Resolution 2015-47

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

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

**RESOLUTION 2015-47**

**WHEREAS**, the City Commission and various appointed Boards and Commissions meeting on a regular basis on specified days and times of each month; and

**WHEREAS**, observed City Holidays must be approved in advance by the Lovington City Commission.

**NOW, THEREFORE, BE IT RESOLVED** by the Lovington City Commission that the City Clerk will publish a legal notice that will provide the public notice of:

1. City Commission meeting dates and times; and
2. Regular meetings of Commission appointed Boards and Commissions; and
3. City observed holidays for July 2015 through June 2016.

DONE THIS 26<sup>th</sup> DAY OF JUNE, 2015 at

City of Lovington  
New Mexico

---

Scotty Gandy, Mayor

ATTEST:

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Carol Ann Hogue, City Clerk

LEGAL NOTICE

The following is a list of the regular City Commission Meetings for the months of July 2015 through June 2016. These meetings will be held in the City Commission Chambers at City Hall, 214 S. Love St., Lovington, New Mexico at 5:30 p.m. (MST). In the event a meeting has to be rescheduled, publication will be made at least three days prior to such meeting. Anyone wishing to request a meeting agenda may obtain a copy from the Administrative Assistant located at City Hall, 214 S. Love St., Lovington, New Mexico, during normal business hours. All agendas are available at least seventy-two hours prior to the meeting date. If you require hearing interpreters or auxiliary aids in order to attend any Lovington City Commission Meetings, please contact the City Clerk's Office at (575) 396-2884. At least 72 hours prior notice is required in order to meet these needs.

JULY 2015 – JUNE 2016 CITY COMMISSION DATES

<b>MONTH</b>	<b>1<sup>st</sup> MEETING</b>	<b>2<sup>nd</sup> MEETING</b>
July	13	27
August	10	24
September	14	28
October	12	26
November	9	23
December	14	
January	11	25
February	8	22
March	14	28
April	11	25
May	9	23
June	13	27

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

Publish: Lovington Leader – June 2, 2015

## LEGAL NOTICE

The Lea County Museum board will be meeting the third Wednesday of each month of 2015 and 2016 at the Lea County Museum, 103 S. Love St., Lovington, New Mexico, at 2:00 p.m. (MST). If a meeting is rescheduled, notice will be published prior to the meeting.

## LEGAL NOTICE

The City of Lovington Personnel Board will meet in the City Commission Chambers at City hall, 214 S. Love St., Lovington, New Mexico at 1:30 (MST) on the following dates for July 2015 through June 2016. If a meeting is rescheduled, notice will be published prior to the meeting.

July 16	January 14
August 13	February 11
September 17	March 17
October 15	April 14
November 12	May 12
December 17	June 16

## LEGAL NOTICE

The Library Board will meet in the Board Room of the Lovington Public Library, 119 S. Main, Lovington, New Mexico at 12:30 p.m. (MST) on the following dates for July 2015 through June 2016. If a meeting is rescheduled, notice will be published prior to the meeting.

July 16	January 21
September 17	March 17
November 19	May 19

LEGAL NOTICE

The Senior Citizen Advisory Board will meet at the McKibben Senior Center, 18 W. Avenue F, Lovington, New Mexico at 2:00 p.m. (MST) on the following dates for July 2015 through June 2016. If a meeting is rescheduled, notice will be published prior to the meeting.

August 20  
October 15

February 18  
May 19

LEGAL NOTICE

The Youth Center Board will meet at the Lovington Youth Center, 115 W. Avenue O, Lovington, New Mexico at 12:00 p.m. (MST) on the following dates for July 2015 through June 2016. If a meeting is rescheduled, notice will be published prior to the meeting.

August 17  
November 16

February 15  
May 16

LEGAL NOTICE

The Lovington Planning and Zoning Commission will meet in regular session at City Hall, 214 S. Love Street, Lovington, New Mexico at 4:00 p.m. (MST) the second Tuesday of each month. If a meeting is rescheduled, notice will be published prior to the meeting.

If you require hearing interpreters or auxiliary aids in order to attend any Lovington City Commission Meetings, please contact the City Clerk's Office at (575) 396-2884. At least 72 hours prior notice is required in order to meet these needs. Anyone wishing to obtain an agenda may request a copy from the appropriate board 72 hours in advance of the scheduled meeting.

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

Publish: Lovington Leader – June 2, 2015

HOLIDAYS  
JANUARY THROUGH JUNE 2015

July 3, 2015	Independence Day	Friday
September 7, 2015	Labor Day	Monday
November 26, 2015	Thanksgiving Day	Thursday
November 27, 2015	Day after Thanksgiving	Friday
December 24, 2015	Christmas Eve	Thursday
December 25, 2015	Christmas Day	Friday
January 1, 2016	New Years Day	Friday
January 18, 2016	Martin Luther King Day	Monday
May 30, 2016	Memorial Day	Monday

2 Floating Holidays per fiscal year

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

Publish: Lovington Leader – June 2, 2015

CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM



MEETING DATE: May 26, 2015

TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

SUBJECT: Resolution 2015-48  
DEPARTMENT: Executive  
SUBMITTED BY: James R. Williams, City Manager  
DATE SUBMITTED: May 21, 2015

**STAFF SUMMARY:**

Resolution 2015-48 will create the formal partnership between the City and After School Adventures (ASA).

ASA will be conducting and coordinating the Summer Adventure Program, utilizing funding from the J.F Maddox Foundation, Nor Lea Hospital, as well as contributions by the City and Lovington Schools.

**FISCAL IMPACT:**

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

*(Finance Director)*

The City will be the fiscal agent for the \$15,000 grant received from the J.F Maddox Foundation.

**ATTACHMENTS:**

Resolution 2015-48  
Summer Adventures Program

**RECOMMENDATION:**

Motion to approve Resolution 2015-48

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

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

**RESOLUTION NO. 2015-48**

**WHEREAS**, the Lovington City Commission recognizes the need an enhanced summer program for students Kindergarten thru 5<sup>th</sup> grade; and

**WHEREAS**, an enhanced program will include guided learning, reading, active play, cooking, art, swimming, science, and various field trips; and

**WHEREAS**, this program will require partnerships between organizations within Lovington and Lea County.

**NOW, THEREFORE, BE IT RESOLVED**, that the Lovington City Commission directs the City Manager to execute the Summer Adventures Program Agreement, attached hereto for reference, with After School Adventures.

DONE THIS 26<sup>th</sup> DAY OF MAY, 2015 at

City of Lovington  
New Mexico

---

Scotty Gandy, Mayor

ATTEST:

---

Carol Ann Hogue, City Clerk

**CITY OF LOVINGTON  
SUMMER ADVENTURES PROGRAM AGREEMENT**

This agreement for the Summer Adventures Program (hereinafter called "Program") is between the City of Lovington ("City") and After School Adventures ("ASA"), a non-profit organization organized under the laws of the State of New Mexico.

**RECITALS:**

**WHEREAS**, the City of Lovington recognizes the need for an enhanced summer program for students in Kindergarten thru 5<sup>th</sup> grade; and

**WHEREAS**, an enhanced program will include guided learning, reading, active play, cooking, art, swimming, science, and various field trips; and

**WHEREAS**, this program will require partnerships between organizations within Lovington and Lea County.

**NOW, THEREFORE**, the City

1. has received a grant from the J.F Maddox Foundation to provide up to \$15,000 in scholarship funding for up to fifteen children to participate in the Summer Adventures Program; and
2. the City will enter into an agreement with After School Adventures so they may operate this program; and
3. the City will provide access to its facilities and programs for the Summer Adventures Program.

**AGREEMENT:**

The City agrees to perform the following of services:

1. Prepare professional service and contract documents in accordance with mandatory applicable federal law and regulations.
2. Prepare all pay requests, track in-kind and cash match as well as required financial ledgers/reports as it pertains to the grant.
3. Preparation of project files for monitoring purposes.
4. Preparation of final grant close out documents.
5. Ensure compliance with New Mexico State Audit rules for this project.
6. Ensure that grant funds are expended in compliance with applicable laws, regulations and grant agreement and that the transactions are appropriately accounted for in compliance with such laws, regulations, and grant agreement.

7. Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, and grant agreement.
8. Provide scheduled access to City facilities by the Program.

After School Adventures agrees to perform the following services:

1. Evaluate scholarship applications and award based on families income meeting 150% of poverty line.
2. Submit timely pay request (s) to the City for filled scholarship positions.
3. Provide information to the City to fulfill the reporting requirements per J. F Maddox grant agreement.
4. Provide activities for individuals in the program as listed in "Exhibit A".
5. Provide staff for program support while at City Facilities

### **TERMS**

1. The term of this agreement will be from June 1, 2015 to July 31, 2015. This agreement may be terminated upon the written agreement of both parties. A minimum of fifteen (15) days written notice must be provided prior to termination of the agreement. Early termination shall not nullify obligations incurred for performance or failure to perform prior to termination.
2. ASA shall indemnify, defend, and hold harmless the City, its employees, agents, officers and officials from any and all claims, demands, losses, causes of action, costs, expenses, and liability of any nature whatsoever, including court costs, attorney's fees, and any expenses incurred in enforcing this provision, which may result from, arise out of, be related to, or in any way be connected with this Program; provided, however, that nothing shall be construed to require or obligate ASA to indemnify the City of Lovington against or hold the City harmless from the City's own negligent acts or omissions.
3. Upon conclusion of the program, ASA releases the City, its officers and employees from all liabilities, claims, and obligations whatsoever arising from or under this agreement.
4. ASA agrees not to purport to bind the City to an obligation not herein assumed unless ASA has express written authority to do so, and then only within the strict limits of that authority.
5. This agreement shall not be altered, changed, or amended except by written instrument executed and signed by both parties.

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

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

7. All notices to be given with respect to this agreement shall be given in writing. Each notice shall be sent either by certified mail, postage prepaid, and return receipt requested to the party to be notified, or by personal delivery at the address set forth herein or at such other address as either party may from time to time designate in writing.

City of Lovington  
City Manager  
214 S. Love  
Lovington, NM 88260

After School Adventures  
Elizabeth Graham  
P.O. Box 715  
Lovington, NM 88260

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

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

**City of Lovington**

**After School Adventures**

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

\_\_\_\_\_  
Elizabeth Graham

CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM



MEETING DATE: May 26, 2015

TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

**SUBJECT:** Resolution for Approval of Domzalski Subdivision Prelim. Plat  
**DEPARTMENT:** Planning and Zoning Commission  
**SUBMITTED BY:** James R. Williams, City Manager  
**DATE SUBMITTED:** May 13, 2015

**STAFF SUMMARY:**

The attached Resolution will provide approval of the Preliminary Plat for the Domzalski Subdivision. This subdivision will create eight (8) additional lots for housing on a new extension of West Avenue K and will create a cul-de-sac.

This plat was reviewed and provided a recommendation for approval by the Planning and Zoning Commission at their regular meeting conducted on May 12, 2015.

**FISCAL IMPACT:**

REVIEWED BY:   
(Finance Director)

Positive impact due to additional lots for housing are being created.

**ATTACHMENTS:**

Resolution for Approval  
Preliminary Plat  
Construction Plans

**RECOMMENDATION:**

Motion to approve Resolution.

Please request a Resolution Number when making your motion if Commission desires approval.

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

  
City Manager

**RESOLUTION NO. 2015-\_\_\_\_\_**

**WHEREAS**, the owner of Tract 5-B, as shown on that certain Corrected Survey filed 1-16-14, in Book 2, Page 288, Survey Records, Lea County, New Mexico desires to create additional lots for housing; and

**WHEREAS**, the owner of this property has submitted to the City of Lovington a Preliminary Plat that will create the Domzalski Subdivision within Section 9, Township 16 South, Range 36 East, N.M.P.M., City of Lovington, Lea County, New Mexico; and

**WHEREAS**, the Preliminary Plat was recommended for approval by the Lovington Planning and Zoning Commission at the May 12, 2015 regular meeting.

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

1. Approves the Domzalski Subdivision Preliminary Plat; and
2. directs the City Manager to affix his signature to the Certificate of Municipal Approval found on the Plat; and
3. directs the City Clerk to record this Resolution at the Lea County Courthouse.

DONE THIS 26<sup>th</sup> DAY OF MAY, 2015 at

City of Lovington  
New Mexico

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

ATTEST:

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



Fierro & Company

2929 Coors Blvd Suite  
Albuquerque, NM 87120  
(505) 352-8930 | www.fierrocompany.com

May 20<sup>th</sup>, 2015

City of Lovington Planning Board Members  
Plaza del Sol  
214 S. Love  
Lovington, NM 88260

**RE: Domzalski Subdivision Drainage**

Dear Mayor and Commissioners:

This letter is to assure the City that a drainage analysis has been performed by me for Domzalski Subdivision and the proposed runoff rates will not adversely affect the regional drainage. The methodology used is the SCS Runoff Curve Method. The runoff curve numbers used come from the Technical Release 55 (TR-55) Urban Hydrology for Small Watersheds manual.

No drainage improvements such as a subdivision detention pond, lot ponding, nor restrictions on the impervious areas are needed. The TR-55 curve number for the developed 1/3 acre lots is based on an average percent impervious area of 30%. Given the statistics we do not feel that a restriction on the impervious area is required.

The drainage analysis concluded that regional drainage will not adversely impact regional drainage. We respectfully ask you approve the Domzalski Subdivision without any drainage restrictions.

FIERRO & COMPANY

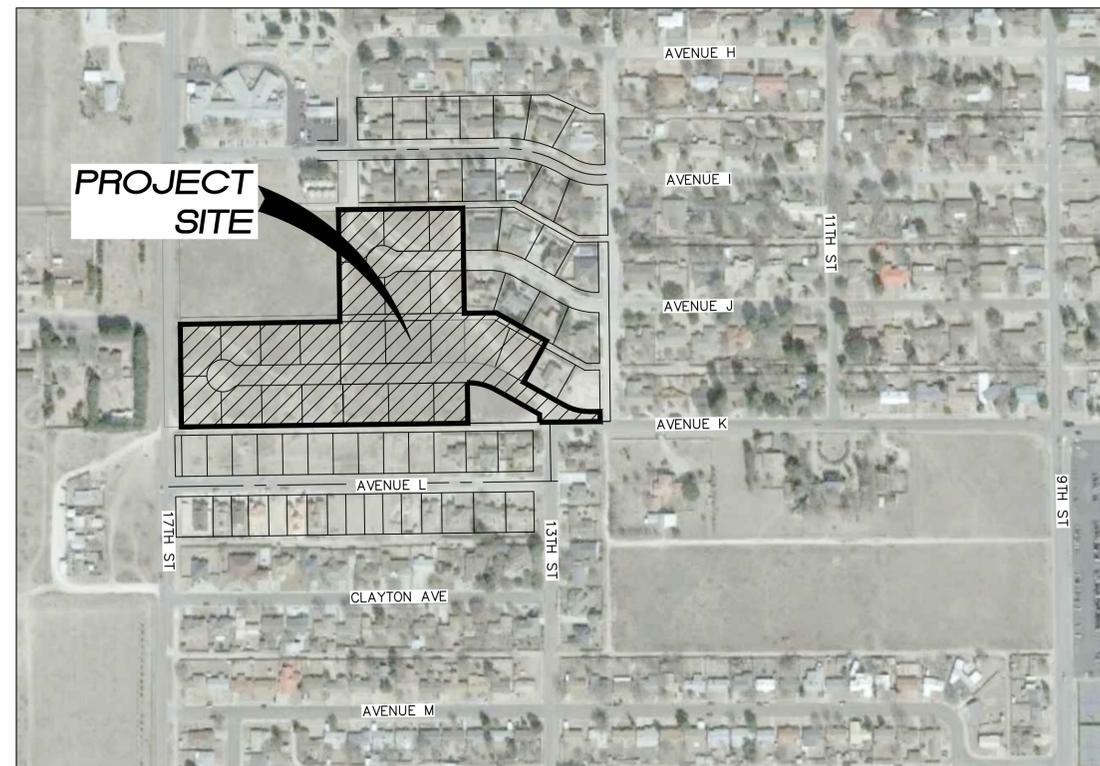
Robert Fierro, P.E., S.I.  
President and Principal Engineer





# CONSTRUCTION PLANS FOR J L REED UNIT 3 AND DOMZALSKI SUBDIVISION INFRASTRUCTURE IMPROVEMENTS LOVINGTON, NEW MEXICO

INDEX OF DRAWINGS		
SHEET NO.	DWG.	SHEET
1	1-1	COVER SHEET
2	1-2	GENERAL NOTES
3	1-3	SUMMARY OF QUANTITIES
4	2-1	ROADWAY DETAILS & TYPICAL ROADWAY SECTION
5	2-2	WATER INFRASTRUCTURE DETAILS
6	2-3	FIRE HYDRANT & DRIVEWAY INFRASTRUCTURE DETAILS
7	2-3	SAS INFRASTRUCTURE DETAILS
8	3-1	AVENUE J PAVING PLAN & PROFILE
9	3-2	AVENUE K PAVING PLAN & PROFILE
10	3-3	AVENUE K PAVING PLAN & PROFILE
11	3-4	AVENUE K PAVING PLAN & PROFILE
12	4-1	AVENUE J UTILITY PLAN
13	4-2	AVENUE K UTILITY PLAN



VICINITY MAP

I:\Seagate-0004\ED\Public\PROJECTS\ENR\151000\CADD\SHSHEETS01\_GEN151-01\_COV.dwg May 20, 2015 - 2:54pm

DESIGNED: RJF					
DRAWN: OR					
CHECKED: RJF					
APPROVED: RJF					
	NO.	DATE	BY	REVISION	

95% SUBMITTAL  
NOT FOR  
CONSTRUCTION



CLIENT: **JOANN DOMZALSKI  
& JERRY DOMZALSKI  
D.B.A  
2JD3 ASSET MANAGEMENT, LLC**

**J. L. REED UNIT 3 AND  
DOMZALSKI SUBDIVISION**

**COVER SHEET**

SHEET	1	of	13
DWG	1-1		
DATE	MAY 2015		
PROJ	151-01		

**GENERAL NOTES:**

1. ALL IMPROVEMENTS, UNLESS OTHERWISE MODIFIED IN THE PROJECT SPECIFICATIONS, SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APWA NEW MEXICO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION, EXCEPT WHERE OTHERWISE NOTED IN THE DRAWINGS. THIS PROJECT SHALL BE PAID ON A UNIT BID CONTRACT FOR THE BASE BID AND EACH ACCEPTED ADDITIVE ALTERNATIVE, RESPECTIVELY. EXCEPTION TO THE 'MEASUREMENT AND PAYMENT' IS HEREBY MADE.

2. STANDARD DRAWINGS: REFER TO STANDARD DRAWINGS FOR THE NEW MEXICO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION UNLESS OTHERWISE NOTED.

3. THE CONTRACTOR AGREES THAT HE/SHE SHALL ASSUME THE SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF PROJECT CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

4. NO CHANGES SHALL BE MADE TO THESE PLANS WITHOUT THE WRITTEN APPROVAL OF THE OWNER, ENGINEER AND ALL APPROVAL SIGNATORIES. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION METHODS OR TECHNIQUES OR FOR THE PROSECUTION OF THE WORK AS SHOWN ON THESE PLANS. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS OR OTHER PERSONS PERFORMING ANY OF THE WORK OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH CONTRACT DOCUMENTS.

5. UNLESS OTHERWISE PROVIDED AS PART OF THE CONSTRUCTION PLANS, A COMPLETE TRAFFIC CONTROL PLAN SHALL BE PREPARED BY THE CONTRACTOR WHEN ANY PORTION OF THE WORK IS IN THE PUBLIC RIGHT-OF-WAY OR AFFECTING ON-SITE VEHICLE OR PEDESTRIAN CIRCULATION. ALL CONSTRUCTION SIGNING, BARRICADING AND CHANNELIZATION SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) LATEST EDITION. THE PLAN SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL FOR ON-SITE CONSTRUCTION. TRAFFIC CONTROL WITHIN THE CITY/COUNTY RIGHT-OF-WAY SHALL DEFAULT TO THE CITY/COUNTY TRAFFIC DEPARTMENT FOR APPROVAL. THE CONTRACTOR SHALL NOT IMPLEMENT THE TRAFFIC CONTROL PLAN UNTIL APPROVAL OF THE PLAN HAS BEEN RECEIVED FROM THE ENGINEER. THE TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO AND APPROVED BY THE CITY OR ENGINEER.

6. THE CONTRACTOR SHALL DESIGNATE AT LEAST ONE EMERGENCY CONTACT PERSON, AND SHALL PROVIDE TELEPHONE NUMBERS WHERE THIS PERSON CAN BE CONTACTED AT ANY TIME, INCLUDING WEEKENDS, HOLIDAYS AND AFTER HOURS. THIS INFORMATION SHALL BE PROVIDED TO THE OWNER AND THE ENGINEER.

7. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS FROM ALL JURISDICTIONAL AUTHORITIES PRIOR TO START OF CONSTRUCTION. PERMIT COSTS ARE INCIDENTAL TO BASE BID.

8. ALL WORK ON THIS PROJECT SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS CONCERNING CONSTRUCTION SAFETY, HEALTH, AND ENVIRONMENTAL PROTECTION.

9. EXISTING SITE IMPROVEMENTS WHICH ARE DAMAGED OR DISPLACED BY THE CONTRACTOR SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE. REPAIRS SHALL BE APPROVED BY THE OWNER PRIOR TO CONSTRUCTION OF THE REPAIRS. REPAIRS SHALL BE ACCEPTED BY THE OWNER PRIOR TO FINAL PAYMENT.

10. THE CONTRACTOR SHALL USE THE DESIGNATED STAGING AREAS FOR STORAGE OF EQUIPMENT AND MATERIAL. NO MATERIAL OR EQUIPMENT MAY BE STORED OR LEFT ON-SITE AT ANY OTHER LOCATION. THE OWNER ASSUMES NO LIABILITY FOR CONTRACTOR'S EQUIPMENT AND MATERIAL IN THE STAGING AREA. SECURITY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, IF NO STAGING AREA IS DESIGNATED ON THESE PLANS, AN OFF-SITE STAGING AREA SHALL BE PROVIDED AT THE CONTRACTOR'S EXPENSE, OR THE CONTRACTOR MAY NEGOTIATE WITH THE OWNER TO USE AN ON-SITE AREA. OWNER WILL HAVE A STAGING AREA DESIGNATED.

11. ALL STATIONING REFERS TO THE CENTERLINE OF THE RIGHT-OF-WAY UNLESS OTHERWISE NOTED. STATIONING OF CHANNELS OR PIPES IN DRAINAGE EASEMENTS REFERS TO THE CENTERLINE OF CHANNEL OR PIPE, UNLESS OTHERWISE NOTED.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING, IN ADVANCE OF HIS/HER CONSTRUCTION OPERATIONS, IF OVERHEAD UTILITY LINES, SUPPORT STRUCTURES, POLES, GUYS, ETC. ARE AN OBSTRUCTION TO CONSTRUCTION OPERATIONS. IF ANY OBSTRUCTION IS EVIDENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE APPROPRIATE UTILITY OWNER TO REMOVE OR SUPPORT THE UTILITY OBSTRUCTION. ANY COST ASSOCIATED WITH THIS EFFORT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

13. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE AND VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL UNDERGROUND UTILITY CONFLICTS. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT CAN BE RESOLVED WITH A MINIMUM AMOUNT OF DELAY.

14. **UTILITY ALLOWANCE** CONTRACTOR SHALL INCLUDE A UTILITY ALLOWANCE OF \$ 2,000.00, AS PART OF THE BASE BID. UTILITY ALLOWANCE IS INTENDED TO COVER THAT WORK WHICH IS NOT KNOWN DUE TO COVERED AND UNFORESEEN UNDERGROUND UTILITY CONFLICTS. CONTRACTOR SHALL BE REQUIRED TO PROVIDE A DETAILED SCOPE OF WORK AND COST FOR REVIEW BY OWNERS REPRESENTATIVE PRIOR TO PROCEEDING. PROVISIONS OF ALLOWANCE DOES NOT GUARANTEE FULL AMOUNT TO CONTRACTOR. ONLY THAT PORTION OF MONEY USED FOR INTENDED PURPOSES WILL BE EXPENDED.

15. **AS-BUILTS:** CONTRACTOR SHALL DELIVER FINAL CERTIFIED AS-BUILTS IN HARD COPY. AS-BUILTS SHALL BE SUBMITTED WITH SUBSTANTIAL COMPLETION PAY APPLICATION. NO PAYMENT WILL BE MADE WITHOUT AS-BUILT SUBMITTAL.

16. CALL NM811 AT LEAST 2-DAYS BEFORE DIGGING.

**EROSION CONTROL/ENVIRONMENTAL PROTECTION/STORM WATER POLLUTION PREVENTION PLAN:**

1. THE CONTRACTOR SHALL CONFORM TO ALL CITY, COUNTY, STATE AND FEDERAL DUST AND EROSION CONTROL REGULATIONS. THE CONTRACTOR SHALL PREPARE AND OBTAIN ANY NECESSARY DUST OR EROSION CONTROL PERMITS FROM REGULATORY AGENCIES.

2. THE CONTRACTOR SHALL PROMPTLY REMOVE ANY MATERIAL EXCAVATED WITHIN THE PUBLIC RIGHT-OF-WAY TO KEEP IT FROM WASHING OFF THE PROJECT SITE.

3. THE CONTRACTOR SHALL ENSURE THAT NO SOIL ERODES FROM THE SITE ONTO OTHER PROPERTY BY CONSTRUCTING TEMPORARY EROSION CONTROL BERMS OR INSTALLING SILT FENCES AT THE PROPERTY LINES AS INDICATED ON THE STORM WATER POLLUTION PREVENTION PLAN.

4. THE CONTRACTOR SHALL MITIGATE EROSION OF TEMPORARY OR PERMANENT DIRT SWALES BY INSTALLING CHECK DAMS IN THE SWALES PERPENDICULAR TO THE DIRECTION OF FLOW, AND AT INTERVALS SPECIFIED ON THE STORM WATER POLLUTION PREVENTION PLAN.

5. THE CONTRACTOR SHALL WET THE SOIL AS NEEDED TO KEEP IT FROM BLOWING, WATERING, AS REQUIRED FOR CONSTRUCTION AND DUST CONTROL, SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND NO MEASUREMENT OR PAYMENT SHALL BE MADE THEREFOR. CONSTRUCTION AREAS SHALL BE WATERED FOR DUST CONTROL IN COMPLIANCE WITH GOVERNMENT ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND SUPPLYING WATER AS REQUIRED.

6. ANY AREAS DISTURBED BY CONSTRUCTION AND NOT COVERED BY LANDSCAPING OR ANY IMPERVIOUS SURFACE SHALL BE REVEGETATED WITH NATIVE GRASS SEEDING. WHEN CONSTRUCTION ACTIVITIES CEASE AND EARTH DISTURBING ACTIVITIES WILL NOT RESUME WITHIN 21 DAYS, STABILIZATION MEASURES MUST BE INITIATED. UNLESS INDICATED OTHERWISE ON THESE PLANS OR ON THE LANDSCAPING PLAN, NATIVE GRASS SEEDING SHALL BE CLASS A SEEDING PER SECTION 1000 OF THE NEW MEXICO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. COST IS INCIDENTAL TO BASE BID.

7. ALL WASTE PRODUCTS FROM THE CONSTRUCTION SITE, INCLUDING ITEMS DESIGNATED FOR REMOVAL, CONSTRUCTION WASTE, CONSTRUCTION EQUIPMENT WASTE PRODUCTS (OIL, GAS, TIRES, ETC.) GARBAGE, GRUBBING, EXCESS CUT MATERIAL, VEGETATIVE DEBRIS, ETC. SHALL BE APPROPRIATELY DISPOSED OF OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMITS REQUIRED FOR HAUL OR DISPOSAL OF WASTE PRODUCTS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT THE WASTE DISPOSAL SITE COMPLIES WITH GOVERNMENT REGULATIONS REGARDING THE ENVIRONMENT, ENDANGERED SPECIES AND ARCHAEOLOGICAL RESOURCES.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEANUP AND REPORTING OF SPILLS OF HAZARDOUS MATERIALS ASSOCIATED WITH THE CONSTRUCTION SITE. HAZARDOUS MATERIALS INCLUDE GASOLINE, DIESEL FUEL, MOTOR OIL, SOLVENTS, CHEMICALS, PAINTS, ETC. WHICH MAY BE A THREAT TO THE ENVIRONMENT. THE CONTRACTOR SHALL REPORT THE DISCOVERY OF PAST OR PRESENT SPILLS TO THE NEW MEXICO ENVIRONMENT DEPARTMENT EMERGENCY RESPONSE AT 1-(505)-827-9329.

9. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE REGULATIONS CONCERNING SURFACE AND UNDERGROUND WATER. CONTACT WITH SURFACE WATER BY CONSTRUCTION EQUIPMENT AND PERSONNEL SHALL BE MINIMIZED. EQUIPMENT MAINTENANCE AND REFUELING OPERATIONS SHALL BE PERFORMED IN AN ENVIRONMENTALLY SAFE MANNER IN COMPLIANCE WITH GOVERNMENT REGULATIONS.

10. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE REGULATIONS CONCERNING CONSTRUCTION NOISE AND HOURS OF OPERATION.

11. WHERE STORM INLETS ARE SUSCEPTIBLE TO IN FLOW OF SILT OR DEBRIS FROM CONSTRUCTION ACTIVITIES, PROTECTION SHALL BE INSTALLED ON THEIR UPSTREAM SIDE.

12. IF SWPP PLAN IS REQUIRED, THE CONTRACTOR SHALL PREPARE AND MAINTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) ON-SITE AT ALL TIMES, AND SHALL COMPLY WITH THE REQUIREMENTS INDICATED ON THAT PLAN. COST IS INCIDENTAL TO BASE BID.

**ROADS:**

1. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED PRIOR TO SURFACING OF THE STREETS. ALL WATER VALVE BOXES AND ELECTRICAL, TELEPHONE, TELEVISION AND SEWER MANHOLES IN THE CONSTRUCTION AREA SHALL BE ADJUSTED TO FINISH GRADE.

2. ALL PERMANENT SIGNS, BARRICADES, CHANNELIZATION DEVICES, PAVEMENT MARKINGS, SIGN FRAMES AND ERECTION OF SUCH DEVICES SHALL CONFORM TO THE REQUIREMENTS OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" LATEST EDITION.

3. ALL STREET STRIPING ALTERED OR DESTROYED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR TO MATCH THE ORIGINAL CONDITIONS (I.E. TYPE, SPACING) AT THE LOCATION PRIOR TO CONSTRUCTION, OR AS SHOWN IN THIS PLAN SET.

4. STREET GRADES SHALL BE RESTORED BY THE CONTRACTOR TO THE EXISTING GRADES UNLESS OTHERWISE DIRECTED BY THE ENGINEER. SMOOTH TRANSITIONS SHALL BE MADE BETWEEN EXISTING PAVEMENT WHICH REMAINS IN PLACE AND PAVEMENT WHICH IS REPLACED. WHEN ABUTTING NEW PAVEMENT TO EXISTING, SAWCUT BACK EXISTING PAVEMENT TO A NEAT, STRAIGHT LINE AS REQUIRED TO REMOVE ANY BROKEN OR CRACKED PAVEMENT.

5. A STREET CUT PERMIT MUST BE ACQUIRED FROM, AND TRAFFIC CONTROL PLAN APPROVED BY, THE DMD CONSTRUCTION COORDINATION DIVISION PRIOR TO CONSTRUCTION.

6. ALL WORK IN PUBLIC RIGHT-OF-WAY SHALL BE CONSTRUCTED BY A LICENSED CONTRACTOR AND REQUIRES PERMIT AND APPROVAL BY CITY OF LOVINGTON.

7. WHEN ABUTTING NEW PAVEMENT TO THE EXISTING INTERSECTING STREETS THE EXISTING PAVEMENT SHALL BE SAW CUT TO A STRAIGHT LINE AT RIGHT ANGLES AND ANY BROKEN OR CRACKED PAVEMENT SHALL BE REMOVED. SAW CUTTING SHALL BE CONSIDERED INCIDENTAL TO PAVING, THEREFORE, NO DIRECT PAYMENT WILL BE MADE FOR SAW CUTTING.

13.

**UTILITIES-GENERAL NOTE:**

1. IF ANY UTILITY LINES, PIPELINES OR UNDERGROUND UTILITY LINES ARE SHOWN ON THESE DRAWINGS, THEY ARE SHOWN IN AN APPROXIMATE LOCATION ONLY, AND LINES MAY EXIST WHERE NONE ARE SHOWN. THE LOCATION IS BASED UPON INFORMATION PROVIDED BY THE UTILITY OWNER OR FROM EXISTING PLANS, AND THIS INFORMATION MAY BE INCOMPLETE, OR OBSOLETE AT THE TIME OF CONSTRUCTION. THE ENGINEER HAS NOT UNDERTAKEN ANY FIELD VERIFICATION OF THESE LOCATIONS, LINE SIZES OR MATERIAL TYPE, MAKES NO REPRESENTATION THERETO, AND ASSUMES NO RESPONSIBILITY ITSELF OF THE LOCATION OF ANY UTILITY LINE, PIPELINE OR UNDERGROUND INSTALLATION IN OR NEAR THE AREA IN ADVANCE OF ANY DURING ANY EXCAVATION WORK. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES CAUSED BY ITS FAILURE TO LOCATE, IDENTIFY AND PRESERVE ANY AND ALL EXISTING UTILITIES, PIPELINES AND UNDERGROUND FACILITIES, IN PLANNING AND CONDUCTING EXCAVATIONS. THE CONTRACTOR SHALL COMPLY WITH ALL STATE STATUES, MUNICIPAL AND LOCAL ORDINANCES, RULES AND REGULATIONS, IF ANY, PERTAINING TO THE LOCATION OF THESE LINES AND FACILITIES.

2. THE CONTRACTOR SHALL NOTIFY NEW MEXICO ONE CALL, INC. AT PHONE NO. (811) AT LEAST TWO WORKING DAYS PRIOR TO STARTING WORK ON THIS PROJECT.

3. SEWER/WATER LINES SHALL BE PLACED IN SEPARATE TRENCHES A DISTANCE OF 15 FEET TYPICALLY OR A MINIMUM OF 10 FEET APART HORIZONTALLY. THE WATER LINE SHALL BE PLACED A MINIMUM OF 1.5 FEET HIGHER IN ELEVATION THAN THE SEWER. AT ALL CROSSINGS OF WATER AND SEWER LINES, THE WATER LINE SHALL BE MINIMUM OF 1.5 HIGHER THAN THE SEWER OR THE SEWER LINE SHALL BE C-900 PRESSURIZED PIPE. IF THESE REQUIREMENTS ARE NOT MET, CONSTRUCT SEWER ENCASEMENT PER APWA STD. DWG. 2140.

4. SEWER & WATER LINE DISTANCES SHOWN IN PLANS ARE HORIZONTAL DISTANCES WITHOUT REGARD TO SLOPE OF PIPE OR PROJECT STATIONING.

5. ELECTRONIC MARKER DEVICES (EMD) WILL BE REQUIRED AT ALL SANITARY SEWER MANHOLES AND WATER VALVE CANS, NEW OR ADJUSTED TO GRADE THROUGHOUT THE PROJECT. EMD'S SHALL BE INCIDENTAL TO ITEM OR ADJUSTMENT.

**WATER:**

1. THE CONTRACTOR MUST OBTAIN WRITTEN APPROVAL FROM THE CITY OF LOVINGTON WATER DEPT. TO OPERATE ANY VALVE OR FIRE HYDRANT INCLUDING NEW WATERLINES AND EXTENSIONS TO THE WATER SYSTEM WHICH HAVE NOT YET BEEN ACCEPTED BY ARE CONNECTED TO THE EXISTING WATER SYSTEM. ONCE APPROVAL HAS BEEN VERIFIED, THE CONTRACTOR MUST CONTACT THE CITY OF LOVINGTON WATER DEPT., 48 HOURS IN ADVANCE TO REQUEST A SHUTOFF DATE. WATER SHUT OFF MAY BE DONE AT NIGHT OR ON WEEKENDS TO ACCOMMODATE WATER CUSTOMERS.

2. WATER LINES SHALL BE CONSTRUCTED WITH A MINIMUM OF 3.0 FT. COVER MEASURED FROM FINISH GRADE TO THE TOP OF PIPE, UNLESS OTHERWISE SPECIFIED ON PLANS.

3. FOR PRESSURE WATER CONNECTIONS TO EXISTING LINES, THE CONTRACTOR SHALL NOTIFY THE CITY OF LOVINGTON A MINIMUM OF 48 HOURS PRIOR TO THE CONNECTION.

4. CONCRETE THRUST BLOCKS SHALL BE USED ON ALL 90 DEGREE BENDS, TEES TO HYDRANTS, BEHIND HYDRANTS AND UNDER VALVES. ALL FITTINGS AND CAPS SHALL USE MEGA LUG RESTRAINTS. NO EXTRA PAYMENT WILL BE MADE FOR THESE FEATURES.

5. COMPRESSION JOINTS MAY BE USED ON COPPER SERVICE LINES EXCEPT FLARED JOINTS SHALL BE USED WHEN CONNECTING TO PLASTIC LINES.

6. THE 24" DEPTH OF SERVICE LINE BELOW FINISH SURFACE ELEVATION OF METER BOXES IS CRITICAL. METERS WILL NOT BE INSTALLED WHEN THIS DIMENSION VARIES.

7. VALVE BOXES SHALL BE BROUGHT TO SURFACE ELEVATION UPON COMPLETION OF SURFACE COURSE OF PAVEMENT. OCTAGONAL CONCRETE COLLARS SHALL BE CONSTRUCTED TO SURFACE ELEVATIONS.

8. ALL PIPING, VALVES, FITTINGS, AND SERVICES UTILIZE FOR POTABLE WATER SERVICE, SHALL BE DISINFECTED IN ACCORDANCE WITH NMED REQUIREMENTS. PIPELINES SHALL BE DISINFECTED IN ACCORDANCE WITH AWWA C-651. REFER TO APWA SPECIFICATIONS SECTION 801.17.

9. FLUSHING OF WATER LINES SHALL BE METERED. ORDER OF PREFERENCE FOR DISPOSAL IS (1) ON AVAILABLE LAND SURFACE (2) IN STORM SEWERS OR (3) IN SANITARY SEWERS. DISPOSAL METHOD SHALL BE DISCUSSED WITH ENGINEER OR THE CITY OF LOVINGTON WATER DEPARTMENT.

10. FLUSHING, DISINFECTING AND TESTING OF WATERLINES SHALL BE COORDINATED WITH THE CITY OF LOVINGTON WATER DEPT.

11. DEFLECTIONS AT PIPE JOINTS AND FITTINGS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH PIPE MANUFACTURE'S RECOMMENDED PRACTICES. IN NO CIRCUMSTANCE SHALL ANY SINGLE DEFLECTION, WHETHER AT A FITTING OR A JOINT, EXCEED THE MANUFACTURERS RECOMMENDATIONS.

12. WHERE ANY SINGLE JOINT DEFLECTION IS SHOWN EXCEEDING 1.5", CONTRACTOR SHALL EVENLY DISTRIBUTE TOTAL DEFLECTIONS BETWEEN UPSTREAM AND DOWNSTREAM JOINTS OF PIPE TO ACCOMMODATE TOTAL DEFLECTION REQUIREMENT WITHOUT EXCEEDING THE MANUFACTURER'S RECOMMENDATION DEFLECTION AT ANY SINGLE JOINT.

13. 4" PVC WATERLINE SHALL BE CLASS C900 DR-18.

**SEWER:**

1. SEWER SERVICE LATERAL LOCATIONS ARE SHOWN GRAPHICALLY. CONTRACTOR WILL BE PROVIDED "AS-BUILT" UTILITY DRAWINGS.

2. 30 DAYS FOLLOWING INSTALLATION AND BACKFILL OF MAIN SEWER LINES, A DEFLECTION TEST USING A HAND PULLED MANDREL SHALL BE PERFORMED IN THE PRESENCE OF THE INSPECTOR.

3. AIR TESTING OF SEWER LINES SHALL BE CONDUCTED IN THE PRESENCE OF INSPECTOR.

**SUPPLEMENTAL SPEC.:**

**STS-1**

1. BEDDING FOR THE INSTALLATION OF THE WATERLINE EXCAVATED IN SOLID ROCK, USE MINIMUM OF 6-INCH DEPTH OF CLASS 1 SOILS PER TABLE 701.3. CRUSHED STONE SHALL BE PLACED IN THE BOTTOM OF THE TRENCH TO MAINTAIN THE REQUIRED GRADE AND TO PROVIDE CONTINUOUS SUPPORT OF THE BOTTOM OF THE PIPE. THE CONTRACTOR SHALL BRING THE CRUSHED STONE BEDDING UP TO THE REQUIRED LEVEL AND SHALL THEN SHAPE THE BEDDING TO RECEIVE THE PIPE. BELL HOLES SHALL BE DUG SO THAT THE THE BOTTOM OF THE BELLS WILL NOT SUPPORT THE PIPE. ONCE THE PIPE IS IN PLACE, THE CRUSHED STONE SHALL BE BROUGHT UP TO A MINIMUM OF 6-INCHES ABOVE THE TOP OF THE PIPE, THUS COMPLETING THE BEDDING OF THE PIPE.

**LEGEND**

- SAS MANHOLE
- CLEANOUT
- WATER METER
- EXISTING WATER VALVE
- NEW WATER VALVE
- GAS METER
- PROPERTY BOUNDARY
- OVERHEAD ELECTRIC
- EXISTING MAIN WATERLINE
- NEW MAIN WATERLINE
- EXISTING FIREHYDRANT
- EXISTING SANITARY SEWER
- NEW SANITARY SEWER
- NEW SANITARY SEWER MANHOLE
- UTILITY LATERAL
- SAWCUT

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APPROVED: RJF									
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**95% SUBMITTAL  
NOT FOR  
CONSTRUCTION**



**CLIENT:**

**JOANN DOMZALSKI  
& JERRY DOMZALSKI  
D.B.A  
2JD3 ASSET MANAGEMENT, LLC**

**J. L. REED UNIT 3 AND  
DOMZALSKI SUBDIVISION**

**GENERAL NOTES**

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PROJ	151-01		

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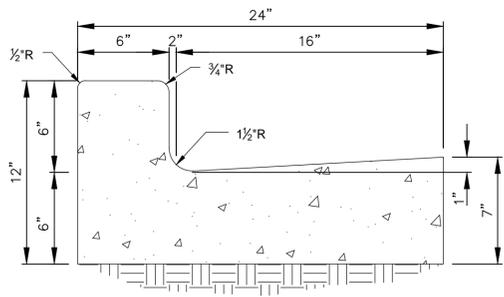
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**SUMMARY OF QUANTITIES**

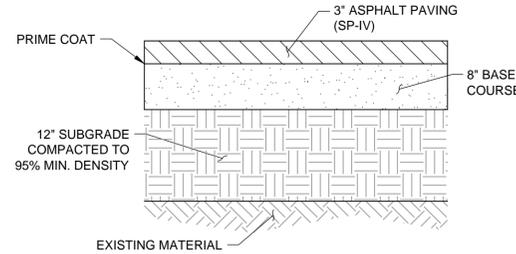
SHEET	3	of	13
DWG	1-3		
DATE	MAY 2015		
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**GENERAL NOTES**

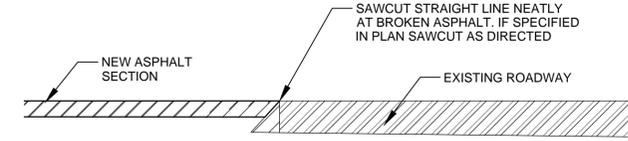
- 1 ANY DEVIATIONS FROM THESE STANDARDS SHALL BE SUBMITTED TO THE CITY ENGINEER FOR PRIOR APPROVAL.
- 2 ALL WORK IN PUBLIC RIGHT-OF-WAY SHALL BE CONSTRUCTED BY A LICENSED CONTRACTOR AND REQUIRES PERMIT AND APPROVAL BY DEPT. OF PUBLIC INFRASTRUCTURE ENGINEER.
- 3 SUBGRADE SHALL BE COMPACTED TO 95% ASTM D 1557, MIN.
- 4 CURB AND GUTTER SHALL BE PORTLAND CEMENT CONCRETE. PORTLAND CEMENT CONCRETE SHALL BE 3000 PSI @ 28 DAYS W/CLASS F FLY ASH AND AIR ENTRAINMENT. (MAX. 20% FLY ASH BY WEIGHT).
- 5 FOR CONC. CURB AND GUTTER CONSTRUCT TRANSVERSE JOINTS AS FOLLOWS:  
 -TOOLED CONTRACTION JOINTS AT 5' INTERVALS.  
 -1/2" PRE-MOLDED BITUMINOUS EXPANSION JOINTS AT 15' INTERVALS.  
 -SEALED EXPANSION JOINTS AT 90° INTERVALS.
- 6 DIMENSIONS AT ROUNDED CORNERS MEASURED TO INTERSECTION OF STRAIGHT LINES.



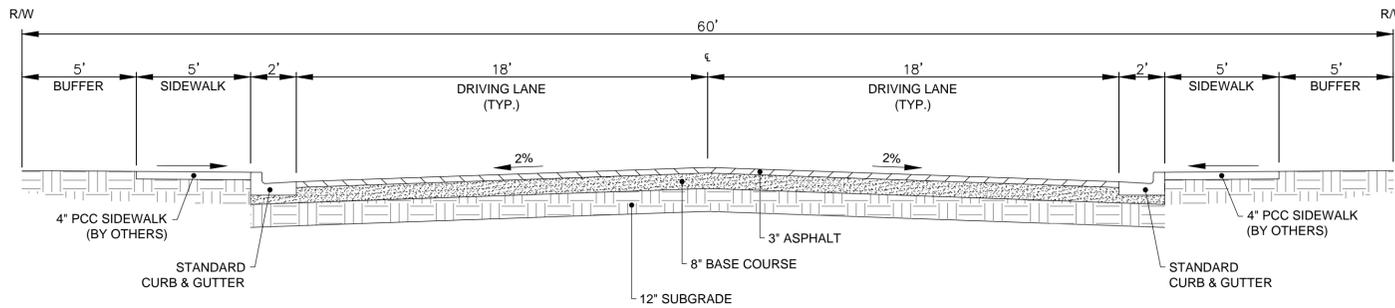
1 STANDARD CURB AND GUTTER



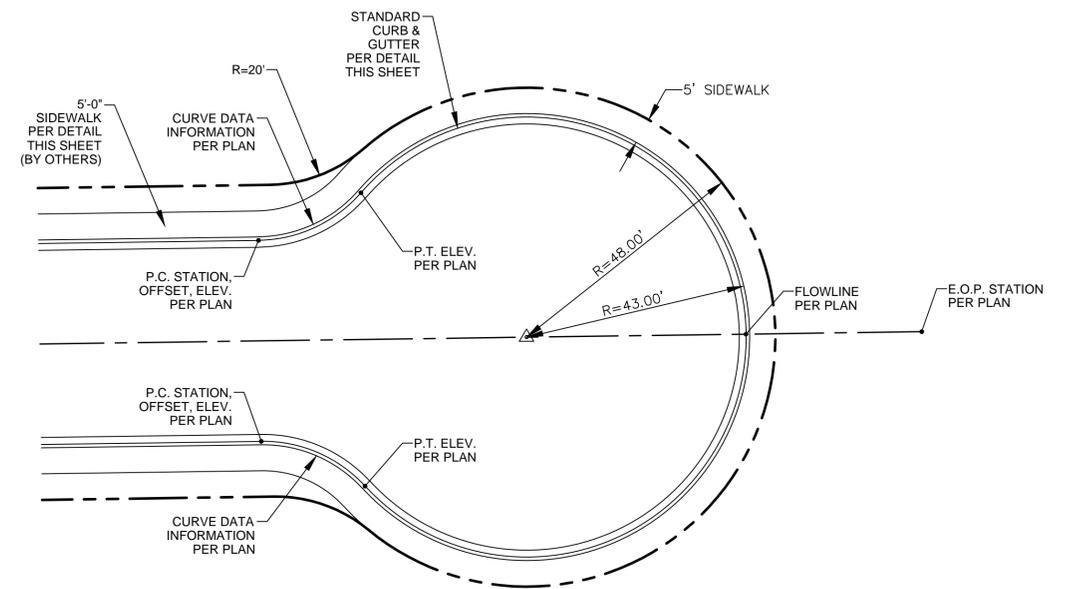
5 TYPICAL ASPHALT PAVEMENT SECTION



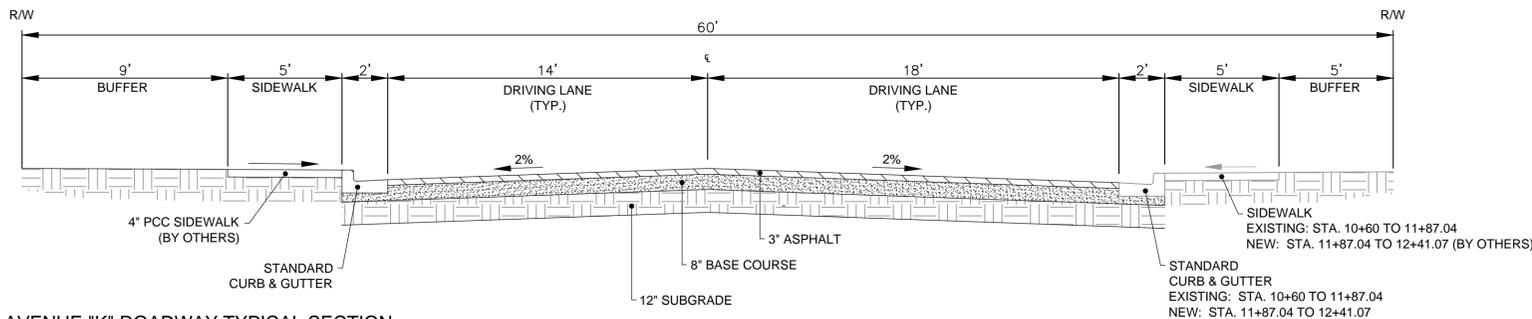
6 SAWCUT DETAIL



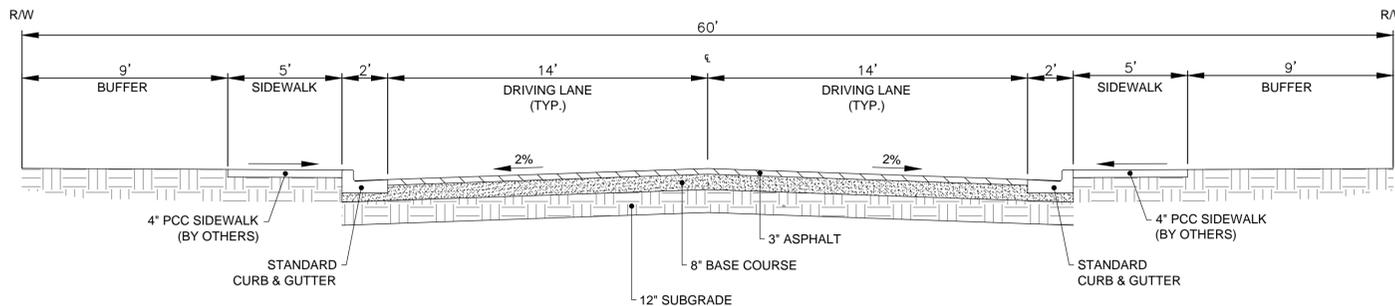
2 AVENUE "J" ROADWAY TYPICAL SECTION SECTION



7 CUL-DE-SAC DETAIL



3 AVENUE "K" ROADWAY TYPICAL SECTION



4 AVENUE "K" ROADWAY TYPICAL SECTION

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**J. L. REED UNIT 3 AND  
 DOMZALSKI SUBDIVISION**  
**ROADWAY DETAILS &  
 TYPICAL ROADWAY SECTION**

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DWG	2-1		
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**REPLACEMENT OF STEEL LINES 4"-12" CONNECTION DETAILS**

**TEE INSERTION D.I., P.V.C. OR A.C. PIPE**

**TRANSITION COUPLING FROM D.I. OR P.V.C. TO A.C. PIPE**

**CONNECTION TO EXISTING STEEL PIPE**

**GENERAL NOTES:**

- ALL NEW PIPE AND FITTINGS SHALL BE PROVIDED WITH THRUST CONTROL.
- THRUST CONTROL SHALL BE BY RESTRAINED JOINTS ONLY UNLESS DIRECTED OTHERWISE BY ENGINEER.

**CONSTRUCTION NOTES:**

- EXISTING STEEL PIPE.
- REDUCE AT TEE, IF EXISTING LINE IS SMALLER THAN NEW LINE.
- M.J., C.I. ELBOW WITH JOINT RESTRAINT.
- NEW D.I. OR P.V.C. WITH VALVE AS DIRECTED.
- RESTRAINED TRANSITION COUPLING FOR A.C. RESTRAINED SOLID SLEEVE FOR D.I., C.I. AND PVC.
- EXISTING D.I. OR C.I. OR P.V.C. IF A.C., USE PAD ADAPTER.
- M.J., C.I. TEE WITH JOINT RESTRAINT.
- GATE VALVE FL-M-J WITH JOINT RESTRAINT.
- WELDING COLLAR.
- STEEL WELDING NECK FL.
- TAR COAT COLLAR, NECK AND DAMAGED PIPE COATING.
- M.J. FLANGE.
- FLANGE.
- PRESSURIZED CONNECTION.
- M.J., C.I. FLUG OR CAP WITH JOINT RESTRAINT.
- REMOVE #1 LEAST 10' OF PIPE TO BE ABANDONED AND CAP OR FLUG.
- TAC-WELD SACRIFICIAL ANODE TO STEEL PIPE.

REVISIONS	NM APWA
DWG. 2301	WATER CONCRETE BLOCKING DESIGN FEB. 2006

**TRENCH CROSS-SECTION SHOWING TERMINOLOGY**

**GENERAL NOTES:**

- REINFORCING BARS SHALL NOT BE USED IN THE INITIAL BACKFILL REGION FOR FLEXIBLE PIPE UNLESS DIRECTED BY ENGINEER.
- WHEN FLEXIBLE PIPE IS USED, CONTRACTOR SHALL, PRIOR TO THE START OF CONSTRUCTION, PROVIDE THE PROPOSED CONSTRUCTION METHOD IN THE INITIAL BACKFILL REGION TO THE ENGINEER FOR APPROVAL.
- MINIMUM CLASS "C" BEDDING WILL BE USED.

REVISIONS	NM APWA
DWG. 2315	WATER PIPE TRENCH TERMINOLOGY FEB. 2006

**CONCRETE BLOCKING FOR TEE**

**CONCRETE BLOCKING FOR FLANGE OR CAP**

**CONCRETE BLOCKING FOR ELBOW**

**GENERAL NOTES:**

- ALL THRUST CONTROL BY RESTRAINED JOINTS ONLY UNLESS DIRECTED BY ENGINEER.
- PIPE SIZE GREATER THAN 14" REQUIRES DESIGN BY ENGINEER TO BE SUBMITTED TO THE ENGINEER FOR APPROVAL.
- CONCRETE BLOCKING PER SEC. 101 EXISTING CONCRETE, F=3000 psi @ 28 DAYS.

PIPE SIZE (DI)	ELBOW (DI) DIA.	TEE OR FLUG (DI) DIA.	TEE OR FLUG (DI) DIA.	TEE OR FLUG (DI) DIA.
4"	4"	2"	2"	2"
4"	4 1/2"	2"	2"	2"
6"	6"	2"	2"	2"
6"	6 1/2"	2"	2"	2"
8"	8"	3"	3"	3"
8"	8 1/2"	3"	3"	3"
10"	10"	3"	3"	3"
10"	10 1/2"	3"	3"	3"
12"	12"	4"	4"	4"
12"	12 1/2"	4"	4"	4"
14"	14"	5"	5"	5"
14"	14 1/2"	5"	5"	5"

**CONSTRUCTION NOTES:**

- UNDISTURBED EARTH.
- O.D. OF PIPE + 8".
- O.D. OF CAP OR FLUG, MIN. 12"x12".

REVISIONS	NM APWA
DWG. 2320	WATER CONCRETE BLOCKING DESIGN FEB. 2006

**VALVE BOX RING AND COVER PER STD. DWG. 2328.**

**GENERAL NOTES:**

- 10" DIAMETER REBRED OR CORRUGATED PVC OR PE PIPE WITH SMOOTH INTERIOR (C-900).
- NEW OR EXISTING VALVE.
- COMPACTED BACKFILL - SOIL OR BASE COURSE MATERIAL (SEE SECTION 701).
- CONCRETE COLLAR PER STD. DWG. 2461.
- TOP OF CONCRETE COLLAR SHALL BE STAMPED WITH LINE SIZE AND DIRECTION. MINIMUM LETTER SIZE SHALL BE 3" IN HEIGHT.
- MIN. 6" OR MATCH EXISTING.

**LINE SIZE: SEE NOTE F**

**LINE DIRECTION: SEE NOTE F**

**LABEL REQUIREMENTS**

REVISIONS	NM APWA
DWG. 2328	WATER VALVE BOX FEB. 2006

**VALVE BOX RING**

**VALVE BOX COVER**

**GENERAL NOTES - RING:**

- VALVE BOX RING DESIGNED TO ACCEPT VALVE BOX COVER.
- THE CASTING NUMBER, MANUFACTURER'S LOGO, DATE OF MANUFACTURE AND "USA" SHALL BE CAST IN A CONSPICUOUS LOCATION ON BOTH THE RING AND THE COVER.
- FILLETS SHALL BE 1/4" UNLESS OTHERWISE SPECIFIED.
- A DRAFT ANGLE OF 3'-5' SHALL BE APPLIED UNLESS OTHERWISE SPECIFIED.
- FINISH: REMOVE EXCESS IRON AND FINIS.
- THIS DETAIL DOES NOT APPLY FOR VALVE BOX RING AND COVER TO BE USED ON REUSE OR NON-POTABLE WATER SYSTEMS.

**GENERAL NOTES - COVER:**

- VALVE BOX COVER DESIGNED TO FIT INTO VALVE BOX RING.
- THE CASTING NUMBER, MANUFACTURER'S LOGO, DATE OF MANUFACTURE AND "USA" SHALL BE CAST IN A CONSPICUOUS LOCATION ON BOTH THE RING AND THE COVER.
- FILLETS SHALL BE 1/4" UNLESS OTHERWISE SPECIFIED.
- A DRAFT ANGLE OF 3'-5' SHALL BE APPLIED UNLESS OTHERWISE SPECIFIED.
- FINISH: REMOVE EXCESS IRON AND FINIS.

REVISIONS	NM APWA
DWG. 2328	WATER RING AND COVER FOR VALVE BOX FEB. 2006

**VALVE BOX RING AND COVER FOR VALVE BOX**

**GENERAL NOTES:**

- THE ENGINEER SHALL PROVIDE DESIGN FOR ALL VALVES GREATER THAN 12".
- ALL THRUST CONTROL BY RESTRAINED JOINTS ONLY UNLESS OTHERWISE DIRECTED BY ENGINEER.
- USE FOR VALVE INSERTION INTO EXISTING LINES ONLY.
- CONCRETE USED FOR VALVE ANCHORAGE PER SEC. 101 HYDRAULIC STRUCTURE CONCRETE, F=4000 psi @ 28 DAYS.

**CONSTRUCTION NOTES:**

- TWO NO. 4 BARS FOR VALVE STRIPS WITH 3" HOOKS. HOOKS TO BE EMBEDDED BELOW BOTTOM OF PIPE. BARS TO BE COATED WITH BITUMINOUS MATERIAL TO PREVENT CORROSION.

REVISIONS	NM APWA
DWG. 2333	WATER VALVE INSERTION ANCHORAGE FEB. 2006

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**CLIENT:**

**JOANN DOMZALSKI & JERRY DOMZALSKI D.B.A**

**2JD3 ASSET MANAGEMENT, LLC**

**J. L. REED UNIT 3 AND DOMZALSKI SUBDIVISION**

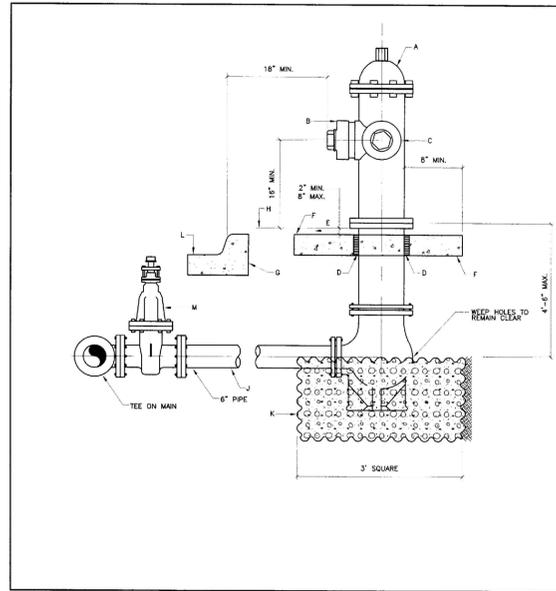
**WATER INFRASTRUCTURE DETAILS**

SHEET 5 of 13

DWG 2-2

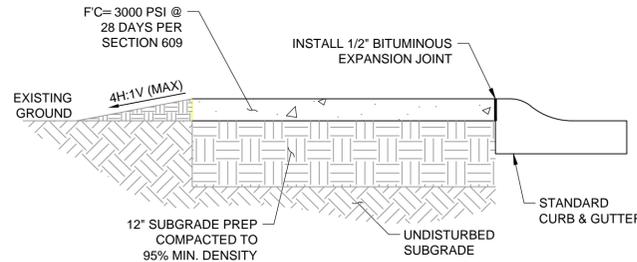
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- GENERAL NOTES:**
- NO OBSTRUCTIONS WILL BE PERMITTED WITHIN 3'-0" OF FIRE HYDRANT.
  - HYDRANT LEG SHALL BE VALVED FROM MAINS 10" DIAMETER AND LARGER AND IN ARTERIAL STREETS LOCATED IN COMMERCIAL AREAS.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING TOP FLANGE OF FIRE HYDRANT TO THE CONTROLLED ELEVATION LINE.
  - FOR FIRE HYDRANT LOCATIONS, SEE DWG. 2347.
  - WHEN NEW OR EXISTING SIDEWALK ABUTS CURBS, RECONSTRUCT SIDEWALK PER DWG. 2430, 2431.
  - PUMPER NOZZLE TO BE SET FACING THE TRAVELED WAY, UNLESS OTHERWISE NOTED ON PLANS.
  - HYDRANTS INSTALLED IN SIDEWALK AREAS SHALL MAINTAIN A MIN. 36-INCH CLEAR PEDESTRIAN PATH PER ADA STANDARDS.
- CONSTRUCTION NOTES:**
- FIRE HYDRANT PER SPECIFICATIONS.
  - PUMPER NOZZLE 4 1/2".
  - HOSE NOZZLE 2 1/2".
  - 1/2" EXPANSION JOINT MATERIAL.
  - MATCH SIDEWALK SLOPE OR SLOPE 1/4" PER FOOT.
  - 3.0x3.0' CONCRETE SQUARE PAD TO BE CONSTRUCTED AROUND FIRE HYDRANT'S CENTER LINE WHEN NOT LOCATED WITHIN SIDEWALK OR CONCRETE AREA. CONCRETE PER SEC. 101 EXTERIOR CONCRETE, 1-3500 PSI @ 28 DAYS.
  - BACK OF CURB.
  - CONTROLLED ELEVATION LINE LEVEL IN ALL DIRECTIONS.
  - USE OF RESTRAINED JOINTS IS MANDATORY. ALL FIRE HYDRANT LEG PIPING AND FITTINGS INCLUDING TEE ON MAIN SHALL BE RESTRAINED JOINT.
  - GRIND, DRAIN SOCKET, COVER TOP SURFACE WITH TAR PAPER, ASTM C33, NO. 57 GRAVEL.
  - STANDARD CURB AND GUTTER, FOR OTHER TYPES OF CURB AND GUTTER OR WHERE NO CURB AND GUTTER EXIST, THE PLACEMENT OF FIRE HYDRANT REQUIRES SPECIAL DESIGN.
  - IF VALVE IS REQUIRED, VALVE WILL BE CONNECTED TO TEE AT MAIN PER STANDARDS.

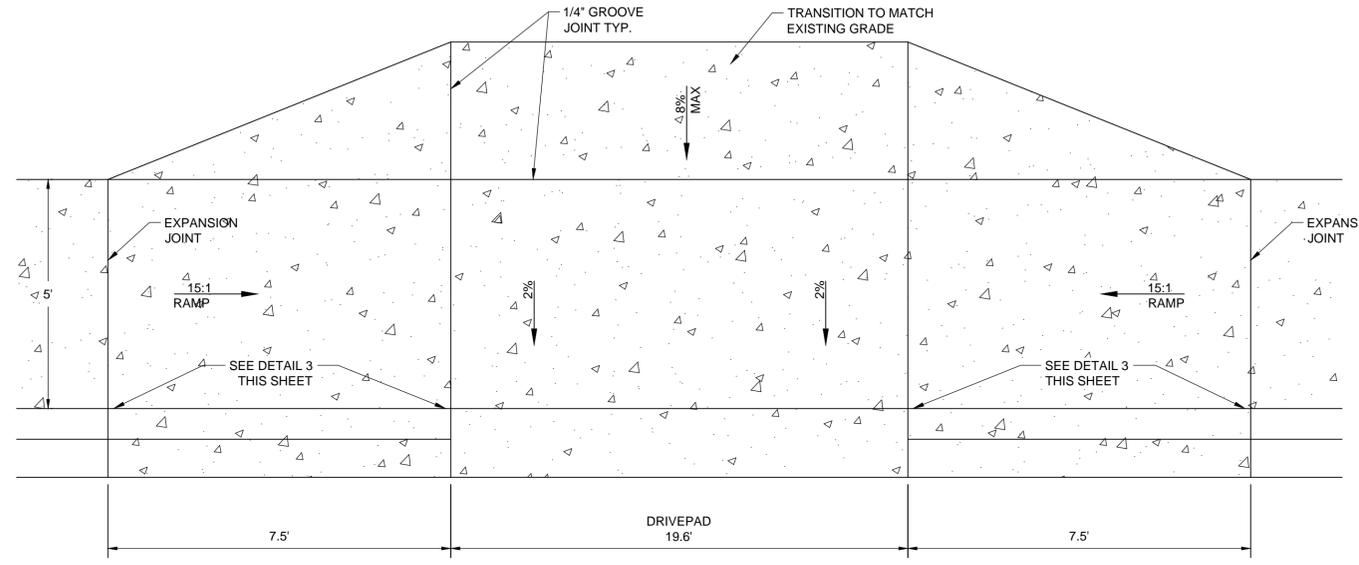
REVISIONS	NM APWA
	WATER
	FIRE HYDRANT
	INSTALLATION
	DWG. 2340
	FEB. 2006



1 TYPICAL 4" PCC SIDEWALK

**CONSTRUCTION NOTES**

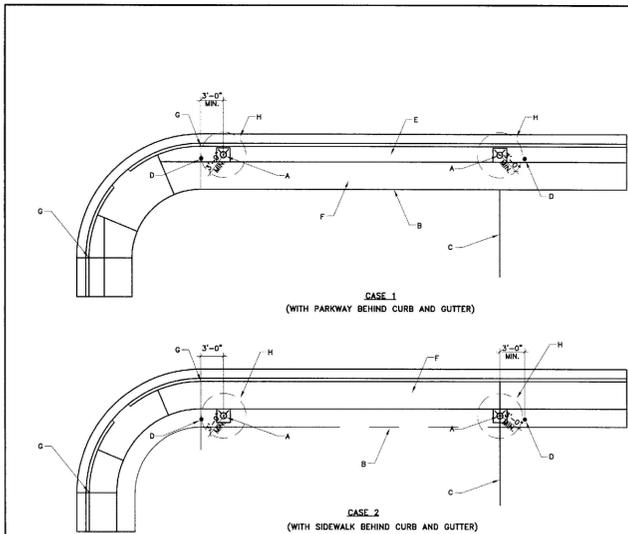
- WHEN ABUTTING TO VERTICAL WALLS, BENCHES, BUILDINGS, OR CURBS, INSTALL 1/2" BITUMINOUS EXPANSION JOINT. RECESS 1/4" VERTICALLY. INSTALL SIKA-FLEX POLYMER SEALANT OR APPROVED EQUAL.
- INSTALL CONTRACTION JOINTS @ 6'-0" OC.
- LIGHT BROOM FINISH CONCRETE SURFACE REQUIRED.



2 DRIVE PAD DETAIL

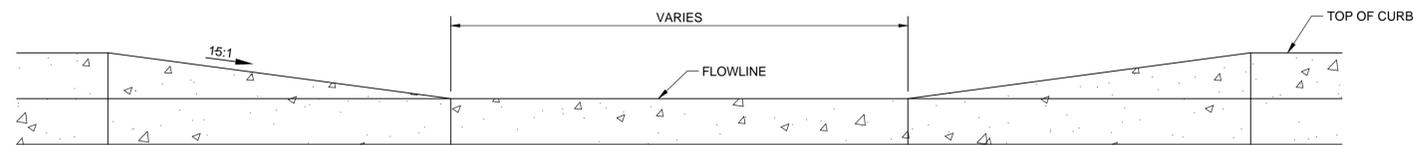
**GENERAL NOTES**

- ALL CONSTRUCTION SHALL COMPLY WITH THE LATEST EDITION OF THE NEW MEXICO APWA STANDARD.
- USE 1/2" EXPANSION JOINT WHERE SIDEWALK OR DRIVE PAD ABUTS BLDG'S, FENCES, WALLS, OR OTHER IMMOVABLE OBJECTS.
- DRIVE PADS WIDER THAN 18" SHALL HAVE 1/2" EXPANSION JOINT AT MIDPOINT.
- ALL SUBGRADE SHALL BE COMPACTED TO 95% PER ASTM D-1557. MINIMUM 12" SUBGRADE UNDERNEATH DRIVEWAY CONCRETE.
- USE STEEL SHAIRS TO SUPPORT THE REBAR IN CURB AT DRIVE PAD.
- ALL CONCRETE SHALL BE CLASS A AND CONTAIN ANTI-CRACK HD (AR GLASS FIBER).
- DRIVE PAD CURB AND 6" PORTION OF TRANSITION SHALL BE PAID FOR UNDER DRIVE PAD.
- RAMPS SHALL BE PAID FOR AS SIDEWALK.
- 1/4" GROOVE JOINTS SHALL BE PLACED AT 5' O.C. TYP.



- GENERAL NOTES:**
- FIRE HYDRANTS ARE NOT TO BE LOCATED WITHIN THE CURB RETURN AREA. FIRE HYDRANTS LOCATED IN THE MID BLOCK LENGTH SHALL BE CENTERED ON ADJOINING PROPERTY LINES.
  - A MINIMUM CLEARANCE OF 3' SHALL BE PROVIDED BETWEEN FIRE HYDRANT AND ANY PERMANENT OBSTRUCTION (UTILITY POLE, LIGHT STANDARD, TRAFFIC SIGNAL, ETC.).
  - FOR FIRE HYDRANT INSTALLATION DETAILS SEE DWG. 2340.
- CONSTRUCTION NOTES:**
- FIRE HYDRANT
  - RIGHT-OF-WAY OR EASEMENT LINE
  - PROPERTY LINE
  - PERMANENT OBSTRUCTION
  - PARKWAY
  - SIDEWALK
  - PG OR PT OF CURB RETURN
  - MAINTAIN A MINIMUM CLEARANCE OF 3' RADIUS FROM CENTER OF HYDRANT TO ANY AND ALL OBSTRUCTIONS.

REVISIONS	NM APWA
	WATER
	DETAILS ON TYPICAL
	FIRE HYDRANT
	INSTALLATION
	DWG. 2347
	FEB. 2006



3 CURB CUT DETAIL

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DESIGNED:	RJF				
DRAWN:	OR				
CHECKED:	RJF				
APPROVED:	RJF				
	NO.	DATE	BY	REVISION	

95% SUBMITTAL  
NOT FOR  
CONSTRUCTION

**Fierro & Company**  
FIERRO & COMPANY, LLC  
2929 COORS BLVD, SUITE 307-B  
ALBUQUERQUE, NM 87120  
(505) 352-8930

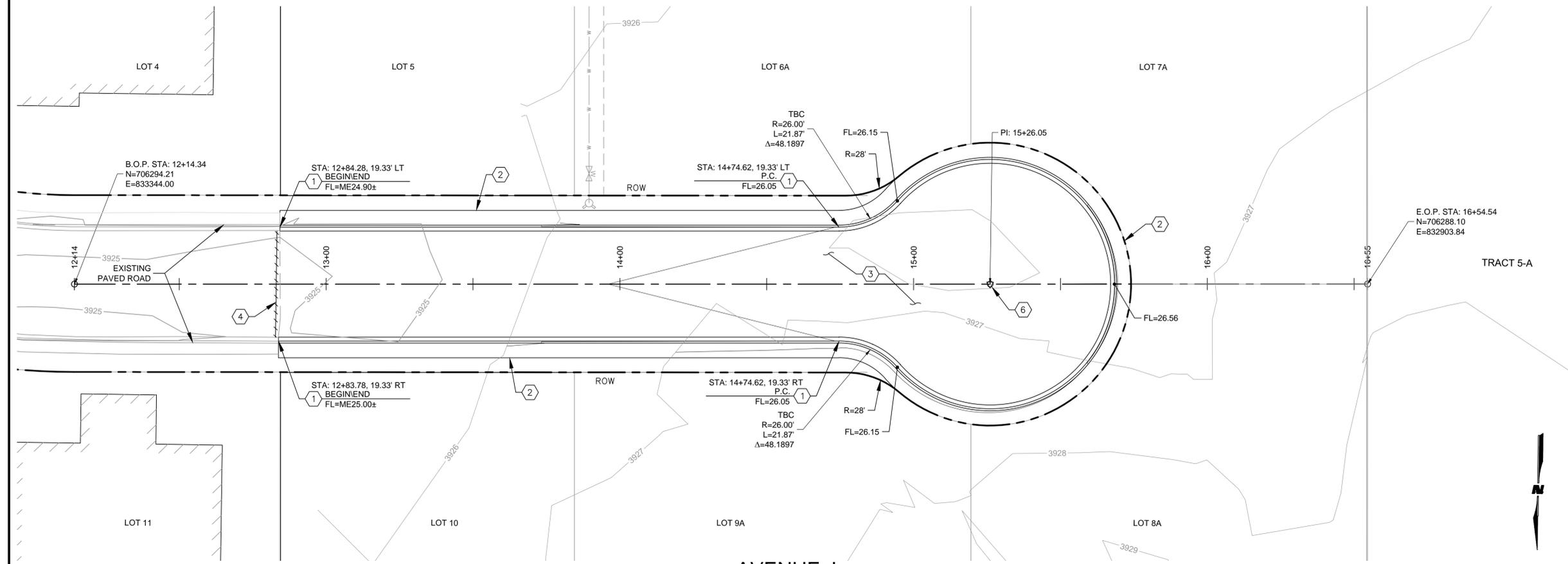
**CLIENT:**  
**JOANN DOMZALSKI & JERRY DOMZALSKI**  
**D.B.A**  
**2JD3 ASSET MANAGEMENT, LLC**

**J. L. REED UNIT 3 AND**  
**DOMZALSKI SUBDIVISION**  
**FIRE HYDRANT & DRIVEWAY**  
**INFRASTRUCTURE DETAILS**

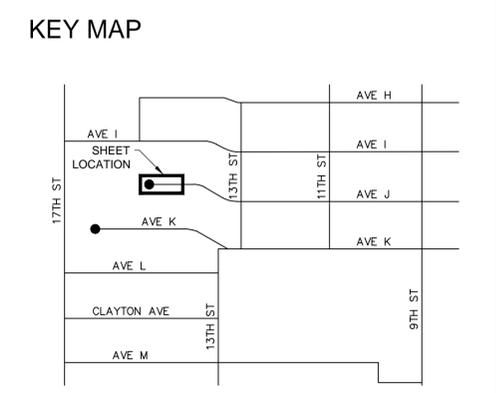
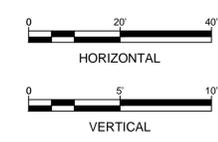
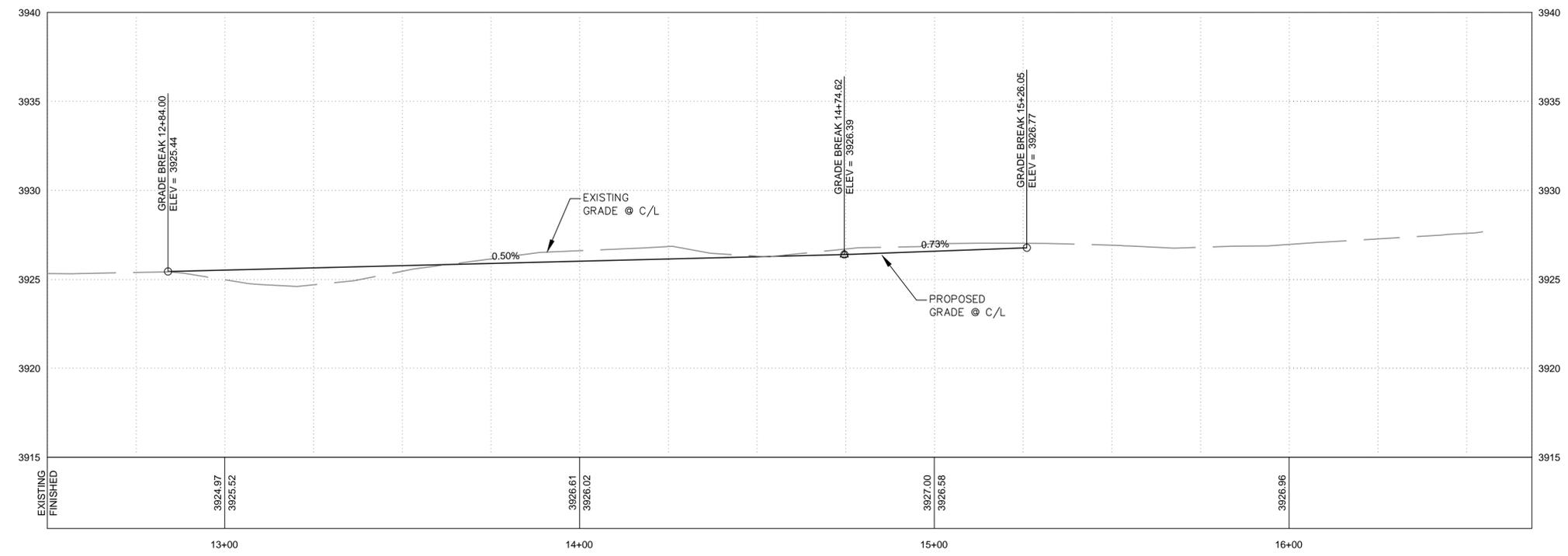
SHEET	6 of 13
DWG	2-3
DATE	MAY 2015
PROJ	151-01



- ### KEYED NOTES
- 1 CONSTRUCT STANDARD CURB & GUTTER PER DETAIL 1/2-1.
  - 2 CONSTRUCT 5'-0"Wx4" THICK CONCRETE SIDEWALK PER DETAIL 1/2-3. BY OTHERS.
  - 3 CONSTRUCT ASPHALT PAVING PER DETAIL 5/2-1.
  - 4 SAWCUT PER DETAIL 6/2-1. MINIMUM ONE FOOT FROM BROKEN PAVEMENT.
  - 5 TRANSITION ROADWAY SECTION.
  - 6 CONSTRUCT CUL-DE-SAC PER DETAIL 7/2-1.



- ### CONSTRUCTION NOTES
- 1 THE CONSTRUCTION LIMITS IS THE RIGHT-OF-WAY BOUNDARY UNLESS AUTHORIZED BY LOT OWNERS VIA A WRITTEN DOCUMENT.



DESIGNED:	RJF				
DRAWN:	OR				
CHECKED:	RJF				
APPROVED:	RJF				
	NO.	DATE	BY	REVISION	

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FIERRO & COMPANY, LLC  
2929 COORS BLVD, SUITE 307-B  
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**J. L. REED UNIT 3 AND  
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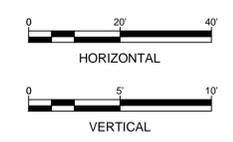
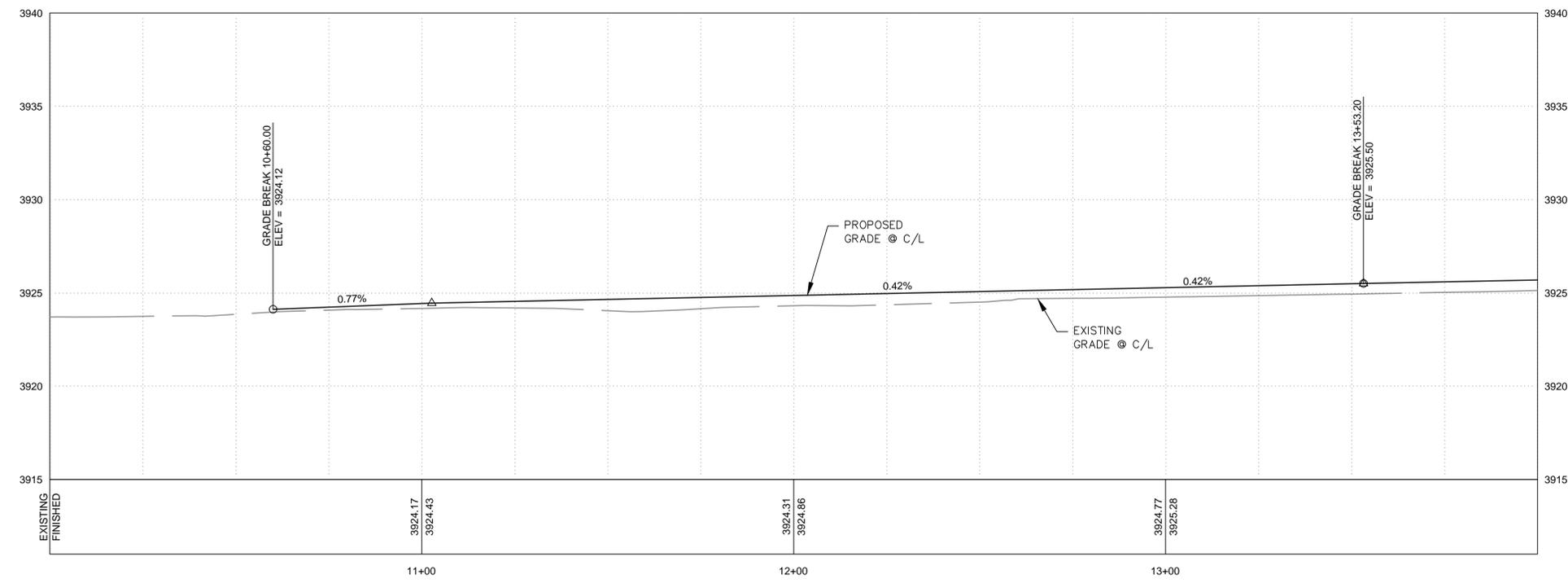
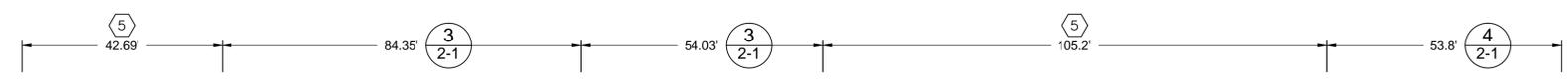
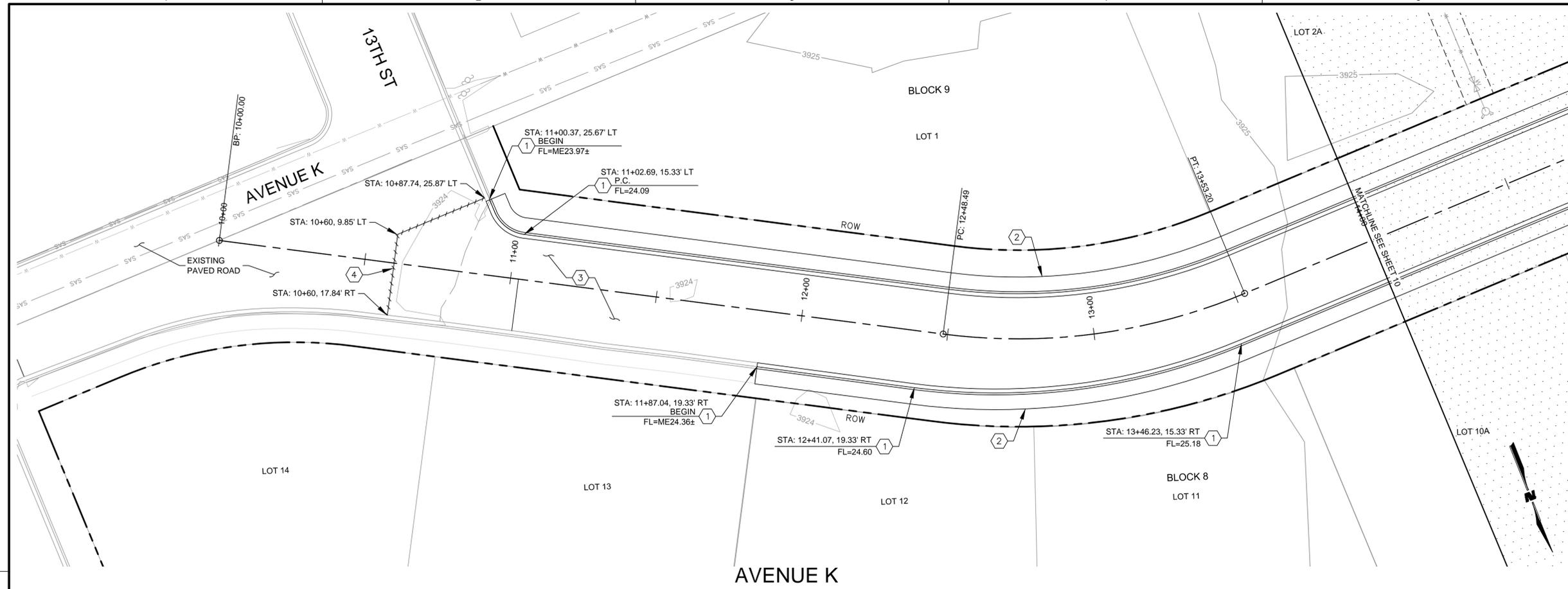
**AVENUE J  
PLAN & PROFILE**

SHEET	8 of 13
DWG	3-1
DATE	MAY 2015
PROJ	151-01

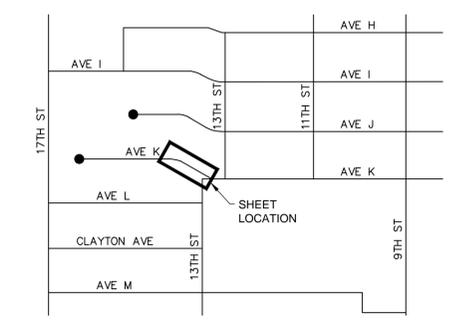
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- ### KEYED NOTES
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### KEY MAP



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DESIGNED:	RJF				
DRAWN:	OR				
CHECKED:	RJF				
APPROVED:	RJF				
	NO.	DATE	BY	REVISION	

**95% SUBMITTAL  
NOT FOR  
CONSTRUCTION**

**Fierro & Company**  
 FIERRO & COMPANY, LLC  
 2929 COORS BLVD, SUITE 307-B  
 ALBUQUERQUE, NM 87120  
 (505) 352-8930

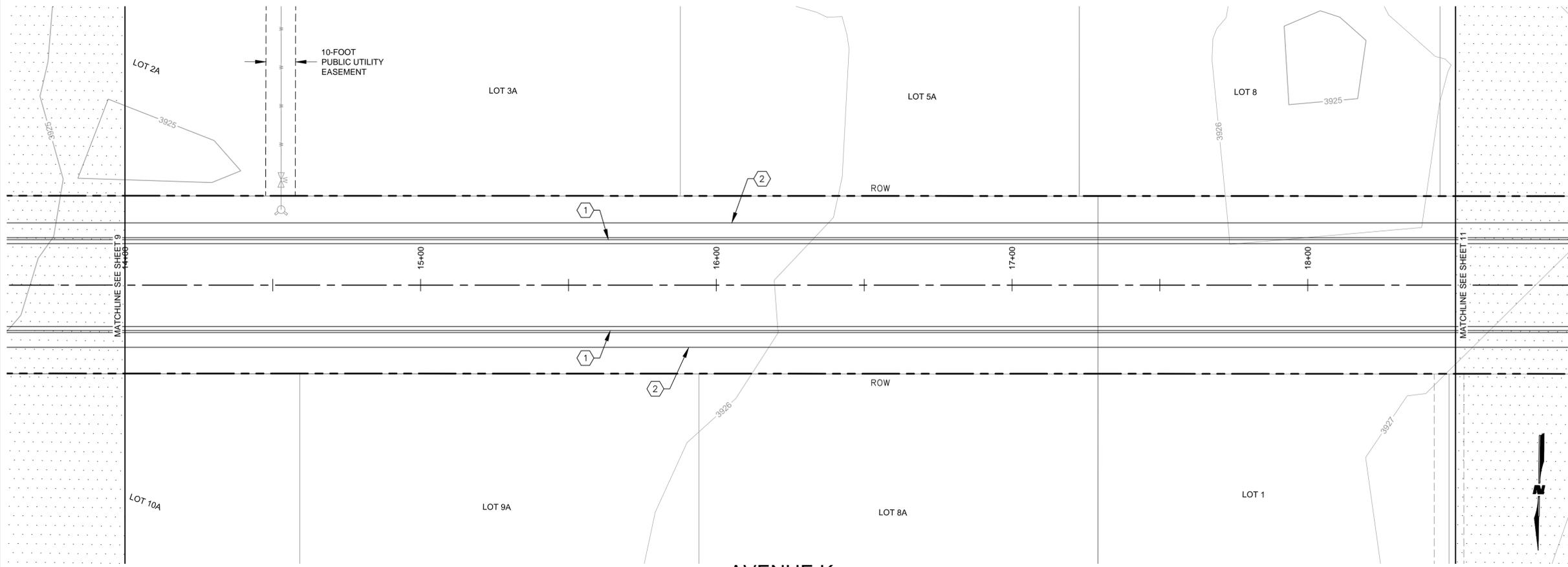
**CLIENT:**  
**JOANN DOMZALSKI  
 & JERRY DOMZALSKI  
 D.B.A  
 2JD3 ASSET MANAGEMENT, LLC**

**J. L. REED UNIT 3 AND  
 DOMZALSKI SUBDIVISION**

**AVENUE K  
 PLAN & PROFILE**

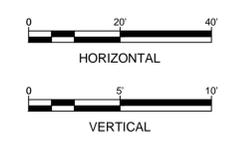
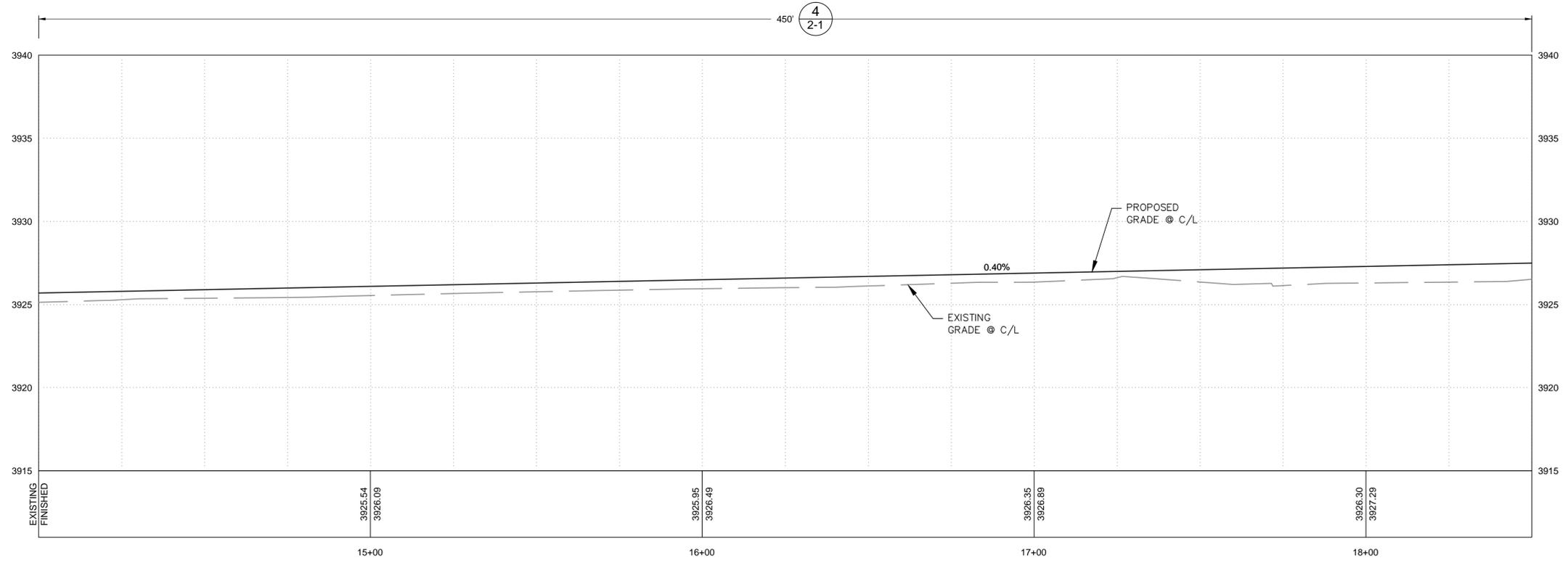
SHEET	9 of 13
DWG	3-2
DATE	MAY 2015
PROJ	151-01

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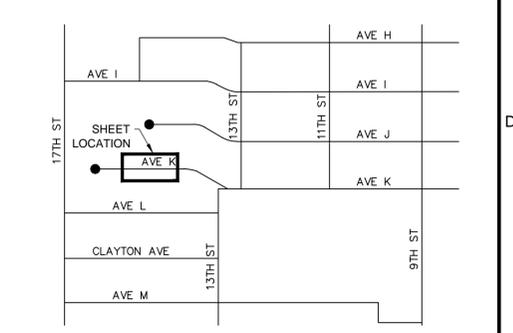


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## AVENUE K



### KEY MAP



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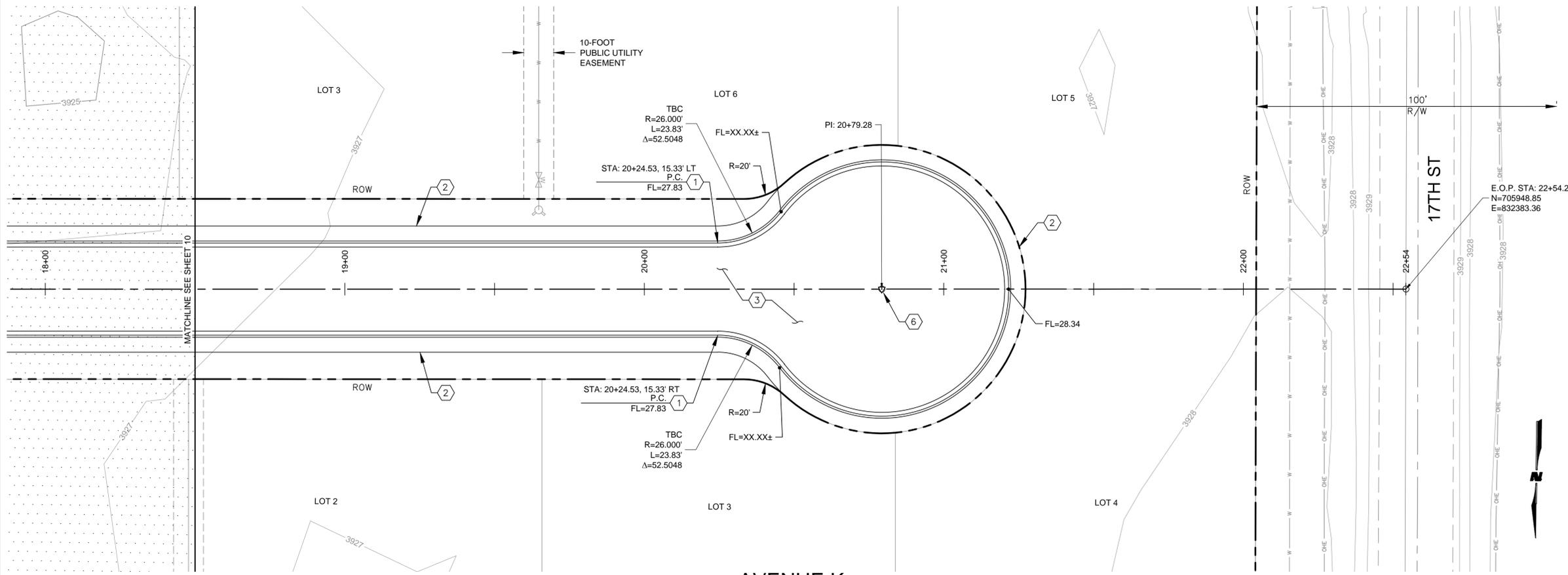
**95% SUBMITTAL  
NOT FOR  
CONSTRUCTION**

**Fierro & Company**  
FIERRO & COMPANY, LLC  
2929 COORS BLVD, SUITE 307-B  
ALBUQUERQUE, NM 87120  
(505) 352-8930

**CLIENT:**  
**JOANN DOMZALSKI  
& JERRY DOMZALSKI  
D.B.A  
2JD3 ASSET MANAGEMENT, LLC**

**J. L. REED UNIT 3 AND  
DOMZALSKI SUBDIVISION**  
**AVENUE K  
PLAN & PROFILE**

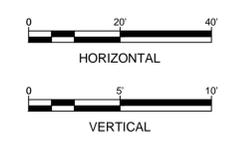
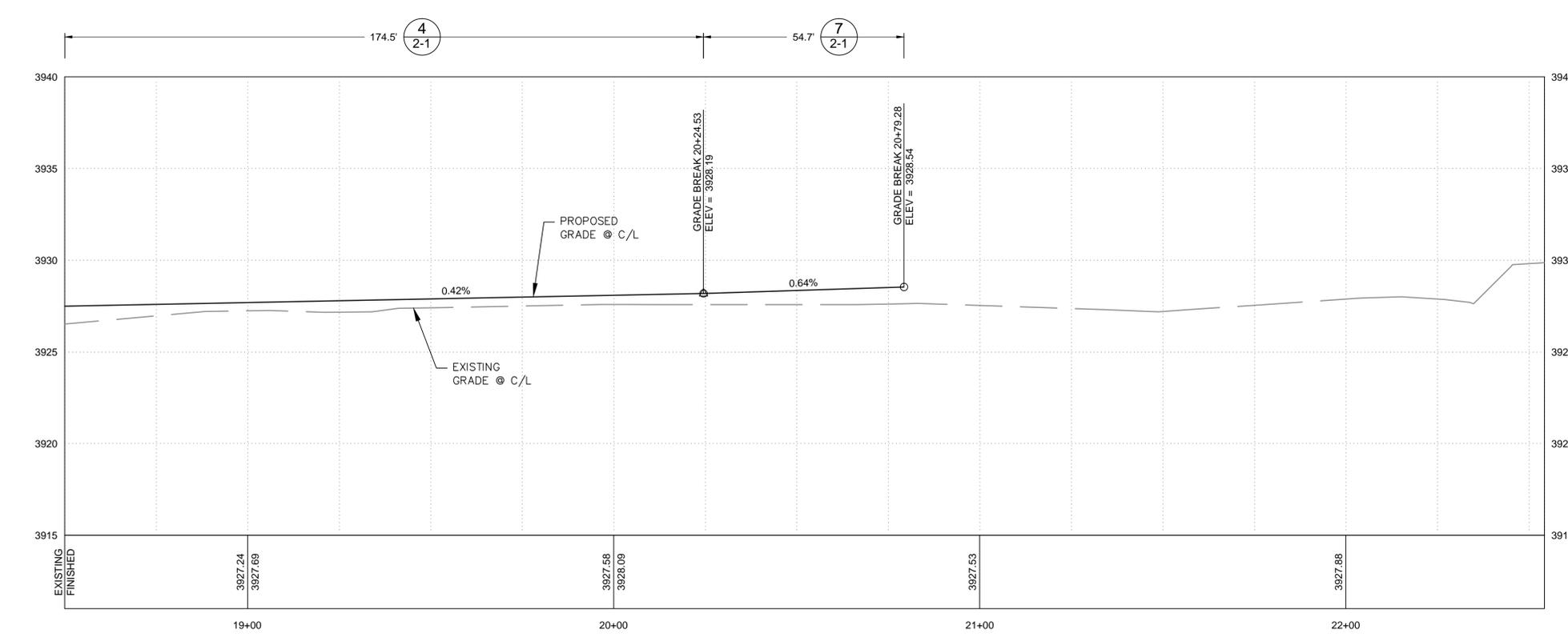
SHEET	10 of 13
DWG	3-3
DATE	MAY 2015
PROJ	151-01



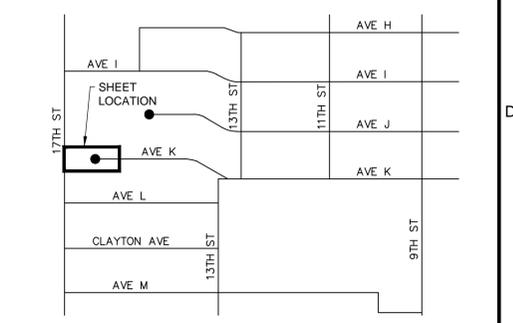
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## AVENUE K



### KEY MAP



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DESIGNED:	RJF				
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CHECKED:	RJF				
APPROVED:	RJF				
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**J. L. REED UNIT 3 AND  
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**AVENUE K  
PLAN & PROFILE**

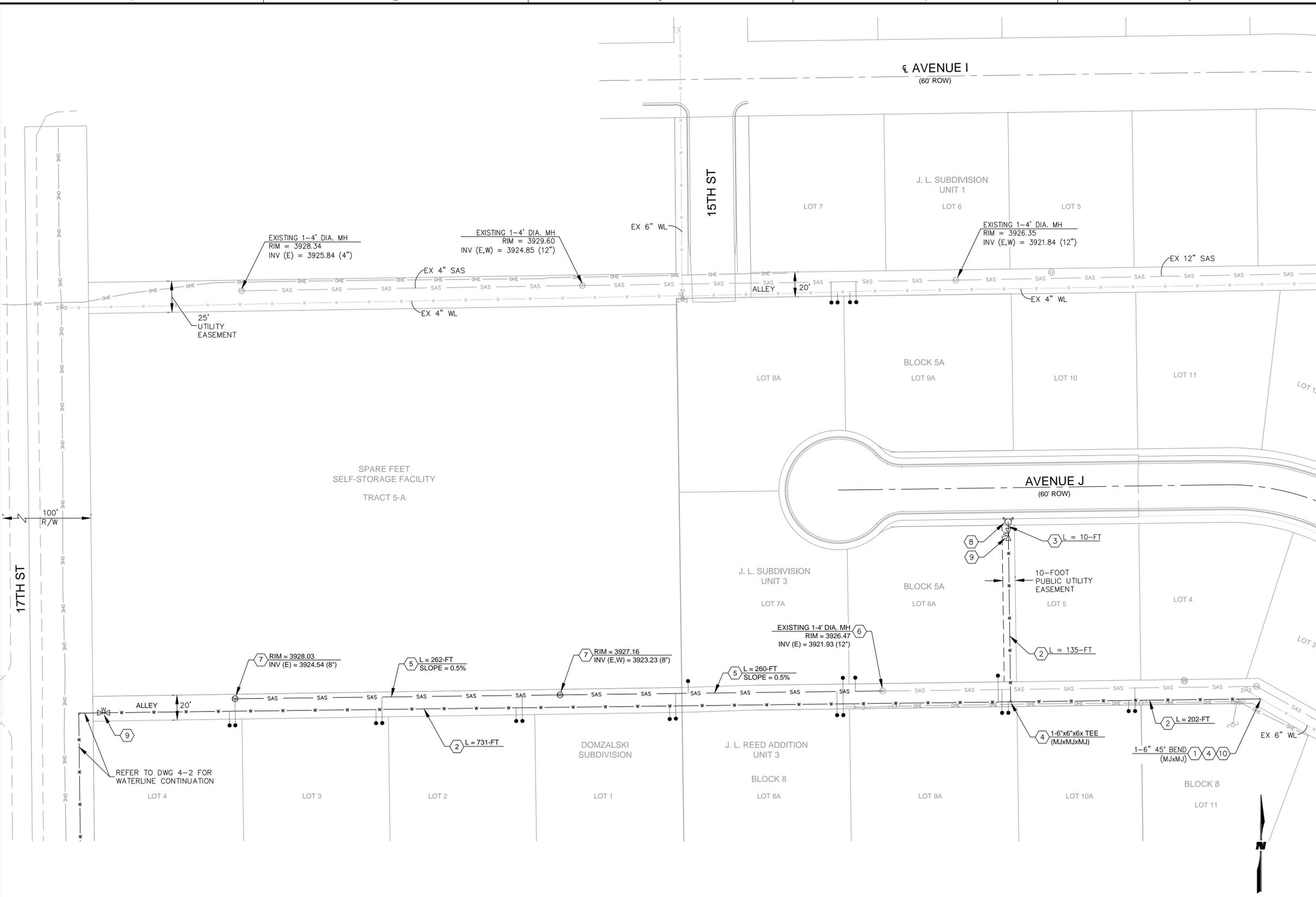
SHEET	11 of 13
DWG	3-4
DATE	MAY 2015
PROJ	151-09

**GENERAL NOTES**

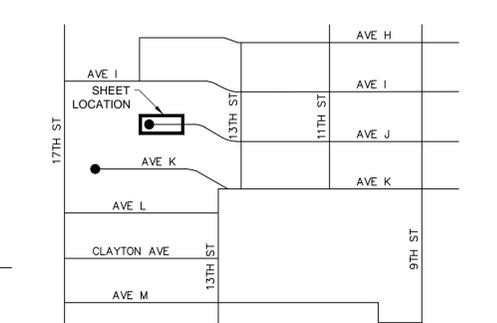
- 1 ALL IMPROVEMENTS SHALL BE CONSTRUCTED PER APWA NEW MEXICO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST REVISION UNLESS OTHERWISE STATED. SUPPLEMENTAL SPECIFICATIONS ARE LOCATED ON SHEET 1-2.
- 2 INSTALL ALL SEWER SERVICE LINES PER APWA STD. DWG. 2125. COORDINATE WITH HOME BUILDER OR DEVELOPER ON THE LOCATION OF EACH SERVICE LINE. INSTALL SERVICE LINE WITH 2" PVC SDR 35.
- 3 WATER SERVICE LINES TO BE INSTALLED AS PER HOME BUILDER OR DEVELOPER DIRECTION. MEET CITY REQUIREMENTS ON END TREATMENT IF SERVICE LINE IS NOT DIRECTLY CONNECTED TO A NEW METER.
- 4 WATER PIPE TRENCH PER APWA STD. DWG. 2315. BEDDING IN EXCAVATED ROCK USE SPEC. STS-1 IN ADDITION TO APWA SPECS.
- 5 WATER AND SEWER MAINLINES SHALL BE PLACED IN SEPARATE TRENCHES A MINIMUM OF 10-FEET APART HORIZONTALLY.

**KEYED NOTES**

- 1 POTHOLE AND TRENCH TO FIND EXISTING BURIED WATER VALVE OR STUB. CONNECT INTO EXISTING WATER MAIN AT WATER VALVE OR STUB. FIELD VERIFY EXACT LOCATION AND SIZE. NOTIFY CITY'S WATER DEPARTMENT AND ENGINEER IF DIAMETER SIZE DIFFER FROM PLANS.
- 2 INSTALL 6" PVC C-900 DR 18 WATERLINE. MINIMUM 3.0' COVER FROM FINISH GRADE TO TOP OF PIPE.
- 3 INSTALL 8" PVC C-900 DR 18 WATERLINE. MINIMUM 3.0' COVER FROM FINISH GRADE TO TOP OF PIPE.
- 4 INSTALL MECHANICAL JOINT AND RESTRAIN PER APWA STD. DWG. 2320.
- 5 INSTALL 8" PVC SDR 35 SANITARY SEWER.
- 6 CONNECT NEW SAS LINE TO EXISTING MANHOLE.
- 7 CONSTRUCT 1-4' DIA. FIBERGLASS MANHOLE PER CITY OF HOBBS STD. DWG. 211.50.
- 8 INSTALL 1" FIRE HYDRANT PER APWA STD. DWG. 2340 AND 2347.
- 9 INSTALL WATER VALVE (MUELLER A26441 OR APPROVED EQUAL), VALVE BOX, RING COVER FOR VALVE BOX, AND ANCHOR PER APWA STD. DWG. 2326, 2328 AND 2333 RESPECTIVELY. RING COVER FLUSH WITH FINISH GROUND.
- 10 SAWCUT WATERLINE AS REQUIRED TO MEET MIN. 10-FT HORIZONTAL SPACING REQUIREMENT.



**KEY MAP**



**A1 UTILITY PLAN**

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DESIGNED:	RJF				
DRAWN:	OR				
CHECKED:	RJF				
APPROVED:	RJF				
	NO.	DATE	BY	REVISION	

**95% SUBMITTAL  
NOT FOR  
CONSTRUCTION**



**CLIENT:**  
**JOANN DOMZALSKI  
& JERRY DOMZALSKI  
D.B.A  
2JD3 ASSET MANAGEMENT, LLC**

**J. L. REED UNIT 3 AND  
DOMZALSKI SUBDIVISION  
  
AVENUE J  
UTILITY PLAN**

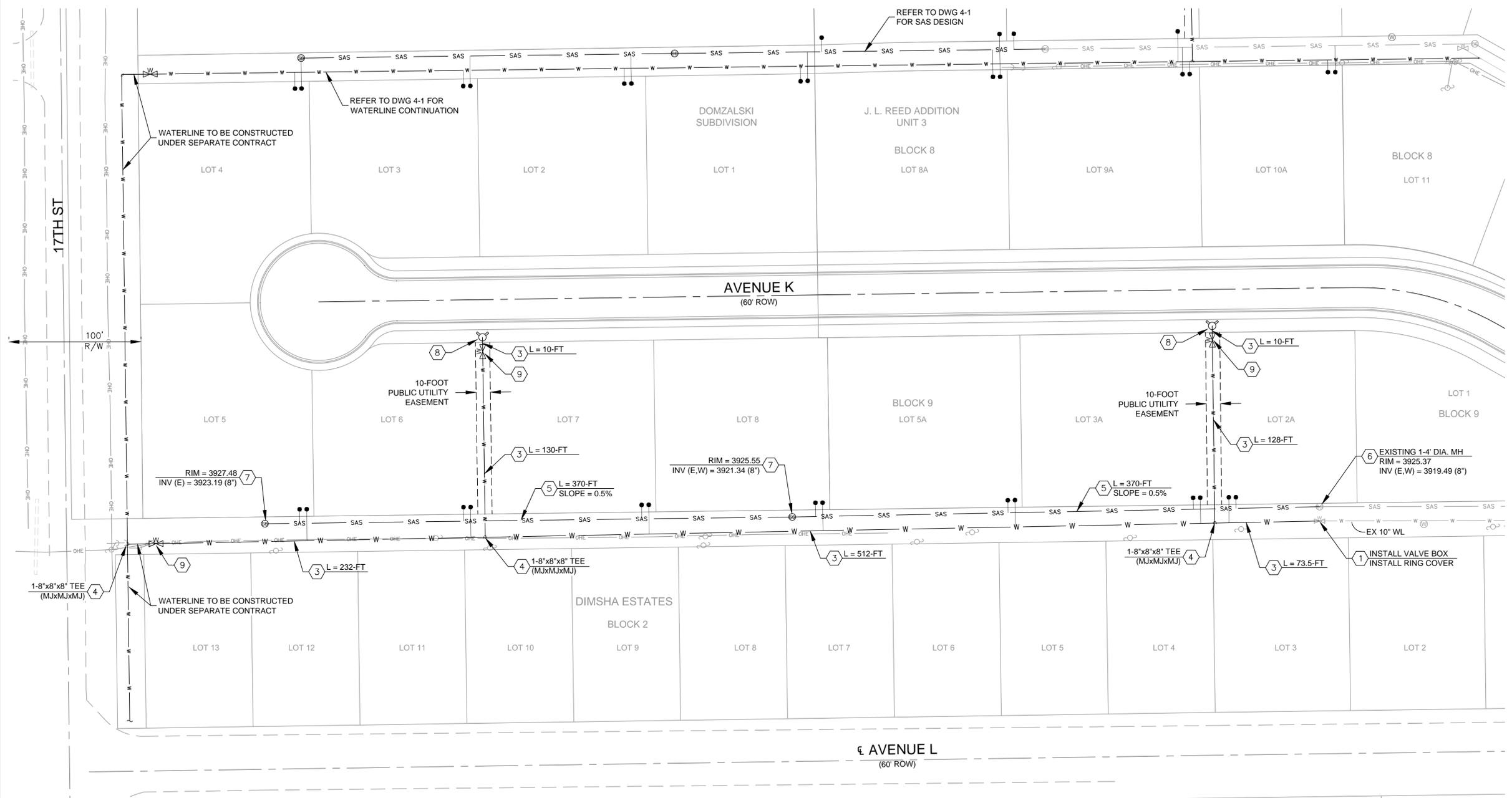
SHEET	12	of	13
DWG	4-1		
DATE	MAY 2015		
PROJ	151-01		

**GENERAL NOTES**

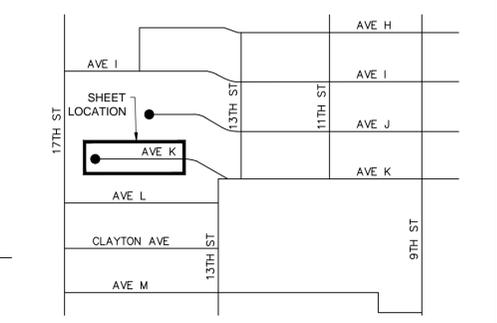
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**KEY MAP**



**A1 UTILITY PLAN**

I:\seagate-4004\ED\Public\PROJECTS\ENGIN\151001000\CADD\SHSHEETS04\_UTL1151-01\_UTL101.dwg May 20, 2015 - 3:00pm

DESIGNED: R/JF					95% SUBMITTAL NOT FOR CONSTRUCTION	<b>Fierro &amp; Company</b> FIERRO & COMPANY, LLC 2929 COORS BLVD, SUITE 307-B ALBUQUERQUE, NM 87120 (505) 352-8930	CLIENT: <b>JOANN DOMZALSKI &amp; JERRY DOMZALSKI D.B.A 2JD3 ASSET MANAGEMENT, LLC</b>	<b>J. L. REED UNIT 3 AND DOMZALSKI SUBDIVISION</b>  <b>AVENUE K UTILITY PLAN</b>	SHEET 13 of 13
DRAWN: OR				DWG 4-2					
CHECKED: R/JF				DATE MAY 2015					
APPROVED: R/JF				PROJ 151-01					
	NO.	DATE	BY	REVISION					

**CITY OF LOVINGTON**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 26, 2015



TYPE:  RESOLUTION     ORDINANCE     PROCLAMATION     INFORMATION     OTHER ACTION

**SUBJECT:** Resolution for Variance: 2309 N. 1st  
**DEPARTMENT:** Planning and Zoning Commission  
**SUBMITTED BY:** James R. Williams, City Manager  
**DATE SUBMITTED:** May 13, 2015

**STAFF SUMMARY:**

The owner of the property located at 2309 N. 1st Street has requested a variance that will allow him to construct a carport over his existing caliche and chat sealed driveway without requiring him to construct a concrete driveway the width of the carport as required in the Municipal Code.

The Planning and Zoning Commission recommended approval of this variance at the May 12, 2015 regular meeting.

**FISCAL IMPACT:**

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

(Finance Director)

**ATTACHMENTS:**

Resolution for approval  
Aerial of property

**RECOMMENDATION:**

Motion to approve Resolution.

Please request Resolution number from City Clerk if the City Commission desires approval.

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

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

**RESOLUTION NO. 2015-\_\_\_\_\_**

**WHEREAS**, the property owners at 2309 North First Street, Lovington, New Mexico desires to construct a carport over an existing caliche and chat sealed gravel driveway; and

**WHEREAS**, the current LMC 17.20.050 requires that ingress and egress must be assured by a concrete driveway the width of the carport; and

**WHEREAS**, the property owners submitted a request for a variance in zoning for this requirement; and

**WHEREAS**, the Lovington Planning and Zoning Commission recommended approval of this variance request at the May 12, 2015 regular meeting.

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

1. Approves the request for a variance in zoning that will allow the construction of a carport over the existing caliche and chat sealed driveway at 2309 North First Street, Lovington, New Mexico and not require the installation of a concrete driveway the width of the carport; and
2. directs the City Clerk to file this Resolution at the Lea County Courthouse.

DONE THIS 26<sup>th</sup> DAY OF MAY, 2015 at

City of Lovington  
New Mexico

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

ATTEST:

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



Carport Area

CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 26, 2015



TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

SUBJECT: Approval of Ordinance No. 536: Annexation  
DEPARTMENT: Executive  
SUBMITTED BY: James R. Williams, City Manager  
DATE SUBMITTED: May 13, 2015

**STAFF SUMMARY:**

Ordinance No. 536 will annex City owned land, which includes the municipal well field and industrial park. In addition, it will classify all of the annexed property as Zone D - Industrial.

The Ordinance has been advertised and public notification of zoning changes have been made.

**FISCAL IMPACT:**

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

*(Finance Director)*

Annexation of this territory will allow for increased GRT as the area is developed.

**ATTACHMENTS:**

Ordinance No. 536  
Annexation Plat

**RECOMMENDATION:**

Motion to adopt Ordinance No. 536

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

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

## ORDINANCE NO. 536

The City of Lovington pursuant to the provision of Section 3-7-17, NMSA 1978, does hereby, with the adoption of this ordinance, express its consent to the annexation to the City of Lovington of the contiguous territory below described, and does hereby annex the following described territory to the present boundaries of the City of Lovington to-wit:

The following legal descriptions and Annexation Plat (Attachment A) of contiguous territory to the City of Lovington:

**Tract 1:** A tract of land located in the S1/2 of Section 11, E1/2 and NW1/4 of Section 14, SW1/4 of Section 12, and the W1/2 of Section 13, T16S, R36E, N.M.P.M., Lea County, New Mexico, perimeter encompassing the following tracts described as follows:

Beginning at the SW corner of Section 11; thence N00°01'49"E 2644.55 feet along the west line of Section 11 to the west quarter corner of Section 11; thence N89°56'00"E 2642.58 feet to the center of Section 11; thence S00°05'18"W 620.30 feet to a calculated point; thence S72°08'40"E 1292.82 feet to a calculated point; thence N02°48'00"W 1022.01 feet to a calculated point; thence N89°58'39"E 20.02 feet to a calculated point; thence S02°48'00"E 1322.59 feet to a calculated point; thence N89°53'20"E 1375.82 feet to a calculated point on the east line of Section 11; thence S45°22'48"E 1881.57 feet to a calculated point on the north line of Section 13; thence N89°44'34"E 1303.97 feet along the north line of Section 13 to the north quarter corner of Section 13; thence S00°01'00"E 5280.00 feet to the south quarter corner of Section 13; thence S89°55'00"W 2643.30 feet along the south line of Section 13 to the corner common to Sections 13, 14, 23, and 24; thence S89°51'00"W 2640.66 feet along the south line of Section 14 to the south quarter corner of Section 14; thence N00°00'05"E 5002.09 feet to a calculated point; thence N89°46'08"W 474.04 feet to a calculated point; thence N07°47'50"W 275.98 feet to a calculated point on the north line of section 14; thence S89°53'00"W 2130.82 feet along the north line of Section 14 to the Point of Beginning.

Containing 918.79 acres ±

**Tract 2:** A tract of land located in Section 23, NE1/4 of Section 26, Section 25, Section 36, S1/2SE1/4 of Section 26, E1/2 of Section 35, T16S, R36E, N.M.P.M., Lea County, also located in E1/2 of Section 2, Section 1, T17S, R36E, N.M.P.M., Lea County, New Mexico, also located in the S1/2SW1/4 of Section 30, W1/2 of Section 31, T16S, R37E, N.M.P.M., Lea County, New Mexico, perimeter encompassing the following tracts described as follows:

Commencing at a calculated point being used as the northwest corner of Section 23 thence N89°51'00"E 182.66 feet to a calculated point for the Point of Beginning, thence N89°51'00"E 427.32 feet to a calculated point; thence S39°35'20"E along the northeasterly right of way of NM Hwy 18 10277.87 feet to a calculated point; thence N89°54'54"E 3412.81 feet to the east quarter corner of Section 25; thence S00°03'39"W 1349.18 feet along the east line of Section 25 to a calculated point; thence S89°43'13"E 2967.26 feet to a calculated point; thence S00°02'59"E 1248.12 feet to a calculated point; thence S89°50'00"E 2641.14 feet to the corner common to Sections 29, 30, 31, and 32; thence S00°02'16"E 5284.53 feet along the east line of Section 31 to the corner common to Sections 31 and 32; thence N89°50'00"W 4413.19 feet along the south line of Section 31 to a

calculated point; thence N00°10'00"E 569.19 feet to a calculated point; thence N90°00'00"W 1000.00 feet to a calculated point; thence S00°00'00"E 566.28 feet to a calculated point on the south line of Section 31; thence N89°50'00"W 178.00 feet along the south line of Section 31 to the corner common to Sections 31, 36, 6, and 1; thence S00°04'28"E 5272.93 feet along the east line of Section 1 to corner common to Sections 1, 6, 7, and 12; thence S89°55'00"W 5289.90 feet along the south line of Section 1 to the southwest corner of Section 1; thence S89°56'00"E 2642.31 feet along the south line of Section 2 to the south quarter corner of Section 2; thence N00°05'48"W 11835.03 feet to a calculated point; thence N89°54'04"E 5177.72 feet to a calculated point on the southwesterly right of way of NM Hwy 18; thence N39°36'52"W along the southwesterly right of way of NM Hwy 18 11988.89 feet to the Point of Beginning.

Containing 3075.44 acres ±

Per City of Lovington Municipal Code 17.12.040, when territory is annexed into the City, each tract is assigned a zoning classification. Tract 1 and Tract 2 will be classified as Zone D – Industrial.

That the City Clerk is directed, pursuant to State Statute, to file a copy of this Ordinance, together with a copy of the plat of the territory so annexed, in the Office of the County Clerk and send copies to the Secretary of Finance and Administration and the Secretary of Taxation and Revenue.

That the annexation of such territory to the City of Lovington shall be deemed complete within thirty (30) days after filing of a copy of this Ordinance in the Office of the County Clerk unless an appeal be made to the District Court as provided in said statute.

That said territory will be zoned and shall upon adoption be included in the Official Land Use Map all pursuant to the provisions of the City of Lovington Land Use Regulations.

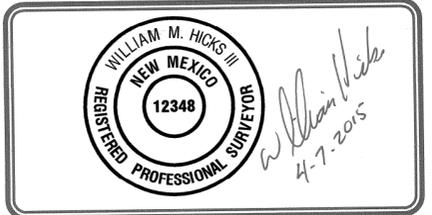
ADOPTED BY THE GOVERNING BODY OF THE CITY OF LOVINGTON ON THE \_\_\_\_\_ DAY of \_\_\_\_\_, 2015.

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

ATTEST:

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

PROJECT SURVEYOR: M. Kneeland  
 DRAWN BY: M. Mata



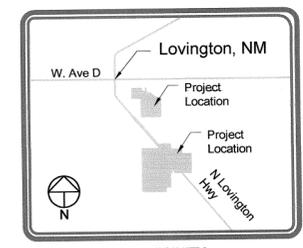
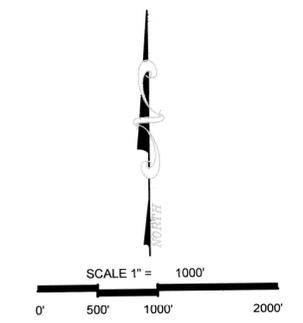
**INDEXING INFORMATION FOR COUNTY CLERK**

OWNER:  
City of Lovington, et al.

LOCATION:  
Located in S1/2 of Section 11, SW1/4 SW1/4 of Section 12, W1/2 of Section 13, E1/2, NE1/4 NW1/4 of Section 14, Section 23, Section 25, NE1/4 and SE1/4 of Section 26, E1/2 of Section 35, Section 36, T16S, R36E, Lea County New Mexico S1/2 SW1/4 of Section 30, Section 31, T16S, R37E, Lea County of New Mexico Section 1, E1/2 of Section 2, T17S, R36E, Lea County of New Mexico

PROPERTY OWNERS			
PROPERTY NO.	OWNER	BK/PG	ACRES
1	City of Lovington	976/329	618.86
2	City of Lovington	1031/103	0.607
3	City of Lovington	985/434	140.08
4	City of Lovington	1135/727	79.50
5	City of Lovington	1135/724	79.75
Total Acres:			918.79

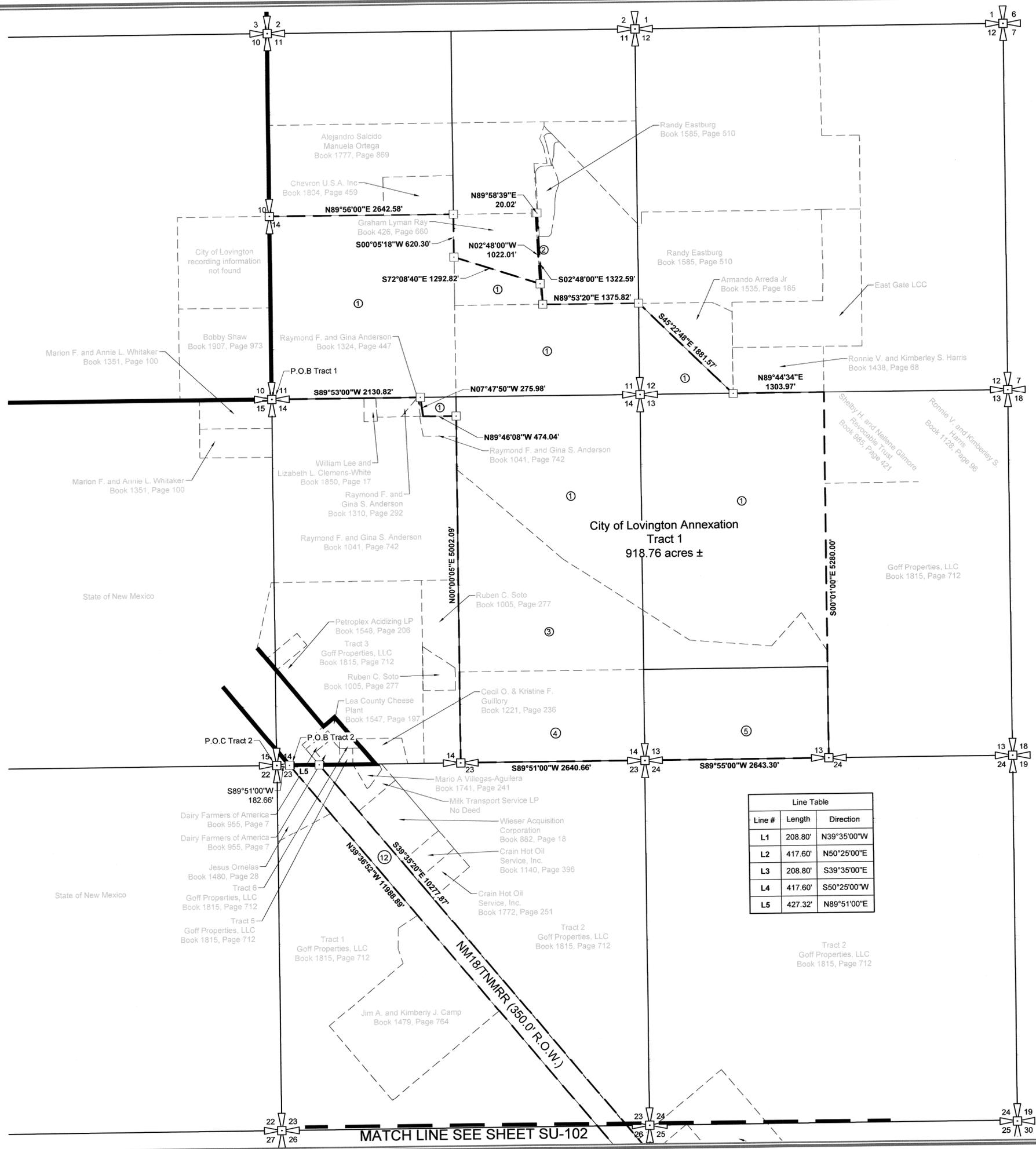
**NOTE:**  
 This plat was prepared using record information. No field surveying was performed. This is not a survey.



**LEGEND**

- Calculated Section corner
- Calculated point
- Annexation limits
- Existing city limits
- Lot line
- bearing and distance
- Record bearing and distance

Line Table		
Line #	Length	Direction
L1	208.80'	N39°35'00"W
L2	417.60'	N50°25'00"E
L3	208.80'	S39°35'00"E
L4	417.60'	S50°25'00"W
L5	427.32'	N89°51'00"E



MATCH LINE SEE SHEET SU-102

State of New Mexico, County of \_\_\_\_\_,  
 I here by certify that this instrument was filed for record on:  
 The \_\_\_\_\_ Day of \_\_\_\_\_,  
 20\_\_\_\_ A.D.  
 At \_\_\_\_\_ O'Clock \_\_\_\_\_ M.  
 Cabinet \_\_\_\_\_ Slide \_\_\_\_\_  
 Book \_\_\_\_\_ Page \_\_\_\_\_  
 By \_\_\_\_\_  
 County Clerk  
 By \_\_\_\_\_  
 Deputy

**ANNEXATION EXHIBIT**  
 OF  
**City of Lovington**  
 FOR  
 City of Lovington

PROJECT NUMBER:  
**2015.1019**

SHEET: 1 of 3  
**SU - 101**

MATCH LINE SEE SHEET SU-101

Line #	Length	Direction
L6	569.19'	N00°10'00"E
L7	566.28'	S00°00'00"E
L8	178.00'	N89°50'00"W

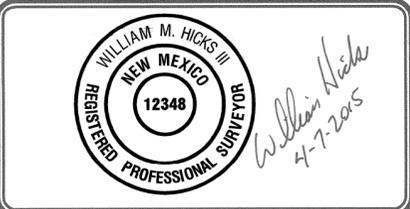
**NOTE:**

This plat was prepared using record information. No field surveying was performed. This is not a survey.

PROPERTY NO.	OWNER	BK/PG	ACRES
5	State of New Mexico NM 18 / TNMRR R.O.W.	N/A	153.63
6	City of Lovington	1843/210	20.12
7	City of Lovington	1843/852	114.89
8	City of Lovington	291/160	216.40
9	City of Lovington	348/549	503.35
10	City of Lovington	348/547	1985.08
11	Lovington Economic Development Corp.	1324/455	6.81
12	Legendary Service, LLC	1819/457	4.08
13	Buena Vida Properties	1880/90	0.73
14	State of New Mexico	N/A	29.94
15	State of New Mexico	N/A	0.41
16	Divine Ventures LLC	1883/751	40.0
Total Acres:			3075.44

**PETTIGREW & ASSOCIATES PA**  
 ENGINEERING | SURVEYING | TESTING  
 DEFINING QUALITY SINCE 1965  
 100 E. Navajo - Suite 100, Hobbs New Mexico 88240  
 T 575 393 9827 F 575 393 1543  
 Pettigrew.us

PROJECT SURVEYOR: M. Kneeland  
 DRAWN BY: M. Mata



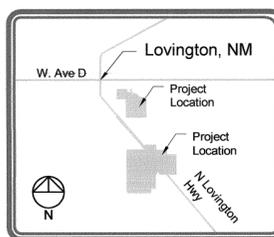
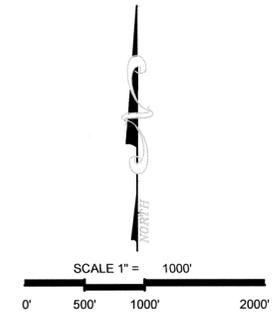
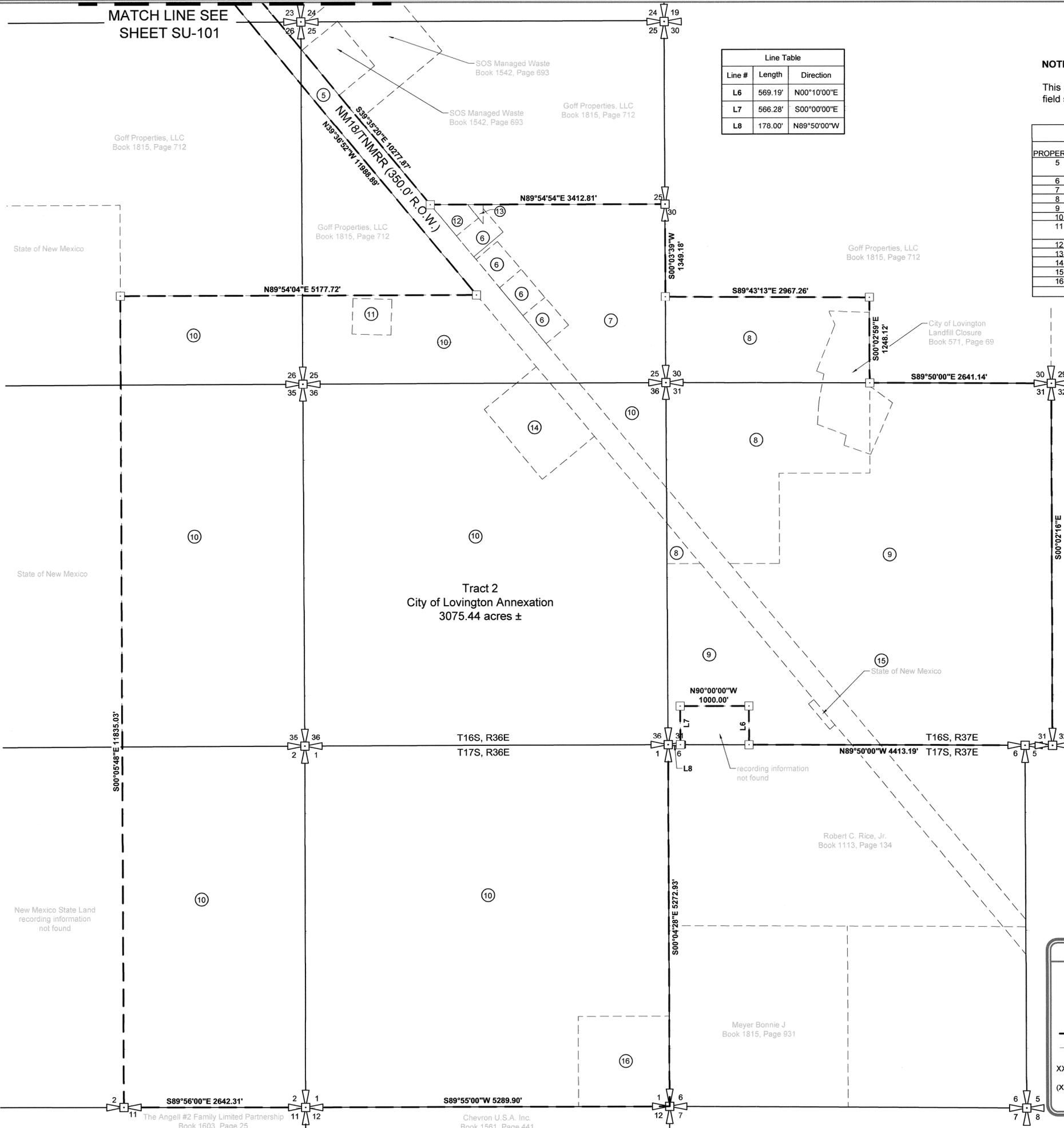
**INDEXING INFORMATION FOR COUNTY CLERK**  
 OWNER:  
 City of Lovington, et al.  
 LOCATION:  
 Located in S1/2 of Section 11, SW1/4 SW1/4 of Section 12, W1/2 of Section 13, E1/2, NE1/4 NW1/4 of Section 14, Section 23, Section 25, NE 1/4 and SE1/4 of Section 26, E1/2 of Section 35, Section 36, T16S, R36E, Lea County New Mexico S1/2 SW1/4 of Section 30, Section 31, T16S, R37E, Lea County of New Mexico Section 1, E1/2 of Section 2, T17S, R36E, Lea County of New Mexico

State of New Mexico, County of \_\_\_\_\_  
 I hereby certify that this instrument was filed for record on:  
 The \_\_\_\_\_ Day of \_\_\_\_\_  
 20 \_\_\_\_ A.D.  
 At \_\_\_\_\_ O'Clock \_\_\_\_\_ M.  
 Cabinet \_\_\_\_\_ Slide \_\_\_\_\_  
 Book \_\_\_\_\_ Page \_\_\_\_\_  
 By \_\_\_\_\_  
 County Clerk  
 By \_\_\_\_\_  
 Deputy

**ANNEXATION EXHIBIT OF City of Lovington-CES**  
 FOR City of Lovington

PROJECT NUMBER:  
**2015.1019**

SHEET: **2** of **3**  
**SU - 102**



**LEGEND**

- Calculated Section corner
- Calculated point
- Annexation limits
- Lot line
- XX°XX'XX" XX.XX' bearing and distance
- (XX°XX'XX" XX.XX') Record bearing and distance

**PERIMETER DESCRIPTIONS COMPILED FROM RECORD DOCUMENTS**

Tract 1 - Book 976, Page 329; Book 1031, Page 103, Book 985, 434; Book 1135, 727; and Book 1135, 724.

Tract 2 - Book 1843, Page 210; Book 1843, Page 852; Page 291, 160; Page 348, Page 549; Book 348, Page 547; Book 1324, Page 455; Book 1819, Book 457; Page 1880, Page 90; and Book 1883, Page 751.

**Tract 1**

A tract of land located in the S1/2 of Section 11, E1/2 and NW1/4 of Section 14, SW1/4 of Section 12, and the W1/2 of Section 13, T16S, R36E, N.M.P.M., Lea County, New Mexico, perimeter encompassing the following tracts described as follows:

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Containing 918.79 acres ±

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Containing 3075.44 acres ±

**CERTIFICATE OF SURVEY**

I, William M. Hicks, III New Mexico Professional Surveyor, hereby certify that this Annexation Plat was prepared from record drawings, that this Annexation Plat is true and correct to the best of my knowledge and belief, and that this Annexation Plat meets the Minimum Standards for Surveying in New Mexico.

*William M. Hicks*  
William M. Hicks, III NMPS #12348  
Date April 7, 2015

**CERTIFICATE OF CITY PLANNING BOARD APPROVAL**

This plat, restrictions and dedication, approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D. by the City Planning Board of the City of Lovington, New Mexico.

James Williams

**ACKNOWLEDGMENT**

State Of New Mexico:  
County Of Lea:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_ to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal the day and year last above written.

My commission expires: \_\_\_\_\_

Notary Public

**CERTIFICATE OF APPROVAL  
CITY COMMISSION**

I, Carol Ann Hogue, the duly appointed and acting City Clerk of the City of Lovington, Lea County, New Mexico, do hereby certify that the foregoing plat in Lea County, New Mexico, was approved by the Commission of the City of Lovington by Resolution No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Carol Ann Hogue

**ACKNOWLEDGMENT**

State of New Mexico:  
County of Lea:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_ to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal the day and year last above written.

My Commission Expires: \_\_\_\_\_

Notary Public

**OWNERS STATEMENT AND AFFIDAVIT**

State of New Mexico:  
County of Lea:

The undersigned first duly sworn on oath, state: On behalf of the owners and proprietors we have of our own free will and consent caused this plat with its tracts to be platted. The property described on this plat lies within the platting jurisdiction of City of Lovington.

By \_\_\_\_\_  
On Behalf of: Lovington Economic Development Corp Date \_\_\_\_\_

**ACKNOWLEDGMENT**

State Of New Mexico:  
County Of Lea:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_ On behalf of Lovington Economic Development Corp. to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal the day and year last above written.

My commission expires: \_\_\_\_\_

Notary Public



ENGINEERING | SURVEYING | TESTING  
DEFINING QUALITY SINCE 1965

100 E. Navajo - Suite 100, Hobbs New Mexico 88240  
T 575 393 9827 F 575 393 1543  
Pettigrew.us

PROJECT SURVEYOR: M. Kneeland

DRAWN BY: M. Mata



**INDEXING INFORMATION  
FOR COUNTY CLERK**

OWNER:  
City of Lovington, et al.

LOCATION:  
Located in S1/2 of Section 11, SW1/4 SW1/4 of Section 12, W1/2 of Section 13, E1/2, NE1/4 NW1/4 of Section 14, Section 23, Section 25, NE1/4 and SE1/4 of Section 26, E1/2 of Section 35, Section 36, T16S, R36E, Lea County New Mexico S1/2 SW1/4 of Section 30, Section 31, T16S, R37E, Lea County of New Mexico Section 1, E1/2 of Section 2, T17S, R36E, Lea County of New Mexico

State of New Mexico, County of \_\_\_\_\_, I hereby certify that this instrument was filed for record on:

The \_\_\_\_\_ Day of \_\_\_\_\_,

20 \_\_\_\_\_ A.D.

At \_\_\_\_\_ O'Clock \_\_\_\_\_ M.

Cabinet \_\_\_\_\_ Slide \_\_\_\_\_

Book \_\_\_\_\_ Page \_\_\_\_\_

By \_\_\_\_\_  
County Clerk

By \_\_\_\_\_  
Deputy

**ANNEXATION EXHIBIT  
OF  
City of Lovington-CES**

FOR  
City of Lovington

PROJECT NUMBER:  
**2015.1019**

SHEET: 3 of 3  
**SU - 103**

CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 26, 2015



TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

SUBJECT: Amendment to SRO MOU  
DEPARTMENT: Executive  
SUBMITTED BY: James R. Williams, City Manager  
DATE SUBMITTED: May 17, 2015

**STAFF SUMMARY:**

The Lovington Municipal Schools has submitted a proposed amendment to the Memorandum of Understanding for the School Resource Officer. This amendment will change the language found in Section 11.0 of the MOU and will remove the original indemnification language. The reason for this change is that the School insurance provider will not allow for this type of language in the agreement.

The City Attorney will be present at the meeting and explain the options available in regards to this amendment.

**FISCAL IMPACT:**

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

*(Finance Director)*

**ATTACHMENTS:**

Proposed amendment submitted by LMS  
Original Section 11.0 language  
Opinion letter from LMS Insurance

**RECOMMENDATION:**

Motion to approve amendment

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

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

## AMENDMENT TO SRO MEMORANDUM OF UNDERSTANDING

The Board of Education of the Lovington Municipal Schools, located in Lovington, New Mexico, herein called "Board", and City of Lovington, herein called "City", agree to the following Amendment to Section 11 of the attached SRO Memorandum and that bolded language below will replace the current Section 11 in the MOU. The parties further agree that the amendment will apply retroactively to the date of original execution of the MOU.

### 11.0 Legal Claims

**For any claims arising out of this agreement by third parties, the LMS Board and City of Lovington will each be responsible for their own negligent acts or omissions.**

\_\_\_\_\_  
Dymorie Maker, LMS Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mara Salcedo-Alcantar, LMS Board Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative of the  
City of Lovington

\_\_\_\_\_  
Date

The Lovington Police Department will reserve the right to temporarily remove the SRO in the event that additional officers are needed during a critical incident or natural disaster.

## **10.0 TERMINATION**

This agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party. Where the agreement is terminated before the end of the fiscal year and regardless of which party terminates the agreement, the District will pay a proportional portion of the District's payment for that year's contract service by the SRO. Furthermore, any equipment purchased by or provided by the District pursuant to this agreement will be returned to the District. Neither party will have any financial obligation or contractual liability for termination outside of compensation for services rendered through the final date of services provided.

## **11.0 Legal Claims**

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

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

Neither party waives or relinquishes any immunity or defense—including, without limitation, under the New Mexico Tort Claims Act—on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this MOU or the performance of the obligations contained herein. The Parties are solely and individually liable for the actions of their trustees, officers, employees,

and agents and no Party to this MOU shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this MOU.

**12.0 GOVERNING LAWS AND PROVISIONS**

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

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

**13.0 NOTICE**

All notices to be given with respect to this agreement shall be given in writing. Each notice shall be sent either by certified mail, postage prepaid, and return receipt requested to the party to be notified, or by personal delivery at the address set forth herein or at such other address as either party may from time to time designate in writing.

City of Lovington  
Chief of Police  
214 S. Love  
Lovington, NM 88260

Lovington Municipal School District  
Superintendent  
18 W. Washington  
Lovington, NM 88260

**14.0 ENTIRE AGREEMENT**

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

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

**City of Lovington**

**Lovington Municipal School District**



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**From:** Henry F. Narvaez [<mailto:hnarvaez@narvaezlawfirm.com>]  
**Sent:** Saturday, May 09, 2015 12:18 PM  
**To:** Tony Ortiz  
**Cc:** Edwards, Christy L., PSIA; [Sammy.Quintana@state.nm.us](mailto:Sammy.Quintana@state.nm.us); David Poms; Greg Ramirez  
**Subject:** Lovington Schools

Mr. Ortiz,

I am sending this message to you on behalf of our client, the New Mexico Public Schools Insurance Authority (“NMPSIA”). It is our understanding that your client, the Lovington Municipals Schools (“Schools”) is interested in getting the City of Lovington (“City”) to provide a police officer on campus. The City would like for the Schools to agree to indemnify the City.

NMPSIA provides insurance coverage through a Memorandum of Coverage (“MOC”) to the Schools. However, any indemnification agreement by the Schools to the City would not be covered. NMPSIA provides coverage for “**Damages**” which the Schools “shall become legally obligated to pay by reason of liability”. However, the MOC includes an exclusion for “**Personal Injury**” or “**Property Damage**” for which the Schools “are obligated to pay damages by reason of assumption of liability in a contract or agreement”.

Let us know if you have any further questions or comments.

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Henry F. Narvaez  
**NARVAEZ LAW FIRM, P.A.**  
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Albuquerque, NM 87125-0967  
(505) 248-0500  
(505) 247-1344 (fax)

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**CITY OF LOVINGTON**  
COMMISSION STAFF SUMMARY FORM



MEETING DATE: May 26, 2015

TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

**SUBJECT:** Planning and Zoning Commission Appointment  
**DEPARTMENT:** Executive  
**SUBMITTED BY:** James R. Williams, City Manager  
**DATE SUBMITTED:** May 14, 2015

**STAFF SUMMARY:**

The vacancy on the Planning and Zoning Commission has been posted and staff have received interest from the following individuals:

Gary Clemens  
Clint Laughrin  
Dave Rowser  
Trey Kirby  
Herb Smith

**FISCAL IMPACT:**

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

**ATTACHMENTS:**

**RECOMMENDATION:**

Motion to appoint one individual.

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

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

**CITY OF LOVINGTON**  
COMMISSION STAFF SUMMARY FORM



MEETING DATE: May 26, 2015

TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

**SUBJECT:** RFP 042215: Theater Digital Conversion  
**DEPARTMENT:** Executive  
**SUBMITTED BY:** James R. Williams, City Manager  
**DATE SUBMITTED:** May 21, 2015

**STAFF SUMMARY:**

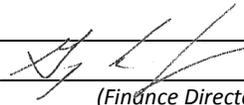
As requested by staff, this item was tabled at the last City Commission meeting.

One proposal for this project was received (Sonic Equipment Co.). The total for this project, with additional options, excluding GRT is \$120,115.

The Foundation has reviewed the request and recommend the removal of the wall covering. This is due to the interior concept plans are not finalized and feel it could be eliminated at this time without compromising the project. Removal of this item would bring the cost of the project to \$114,318

**FISCAL IMPACT:**

REVIEWED BY:

  
(Finance Director)

Project Cost with estimated GRT: \$115,297  
Total Funding Available: \$113,630

Revenue Sources: State Grant: \$100,000  
Gala Net: \$ 12,489  
Pending Lodger Tax: \$ 1,141

FUNDING GAP: \$1,667

**ATTACHMENTS:**

**RECOMMENDATION:**

Motion to award RFP to Sonic Equipment

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

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

**CITY OF LOVINGTON**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 26, 2015



TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

**SUBJECT:** RFP 052215: Sale of Real Property  
**DEPARTMENT:** Executive  
**SUBMITTED BY:** James R. Williams, City Manager  
**DATE SUBMITTED:** May 22, 2015

**STAFF SUMMARY:**

STAFF REQUEST THIS ITEM BE OMITTED FROM THE AGENDA AS NO RESPONSES WERE RECEIVED.

Responses were due at City Hall on May 22, 2015 at 10:00 a.m. (MST). No responses were received.

**FISCAL IMPACT:**

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

(Finance Director)

**ATTACHMENTS:**

**RECOMMENDATION:**

AMEND AGENDA AND REMOVE ITEM.

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

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

CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 26, 2015



TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

SUBJECT: Accounts Payable  
DEPARTMENT: Finance  
SUBMITTED BY: Gary L. Chapman, Finance Director  
DATE SUBMITTED: May 21, 2015

**STAFF SUMMARY:**

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

**FISCAL IMPACT:**

See Accounts Payable Detail

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

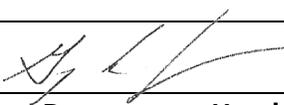
  
(Finance Director)

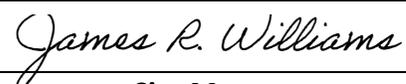
**ATTACHMENTS:**

General Fund Accounts Payable  
Utilities Fund Accounts Payable

**RECOMMENDATION:**

Motion to approve accounts payable.

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

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

City of Lovington (New)  
Summary A/P Ledger - A/P Summary CCMeeting - General  
From 5/1/2015 Through 5/31/2015

101 - General Fund

Vendor Name	Dept Code	Current Balance
A D Spears		387.00
A.G. Custom Sheet Metal, Inc.		584.26
Arreola Chiropractic Center		70.00
Atco International		160.00
BeGeo Investment LLC		441.50
Blaine Industrial Supply		762.14
Bob's Thriftway		29.34
Bruce's Pest Control/Metal Co.		185.87
BSN Sports		152.09
C & S Motor Parts Co.		128.98
Cowboys Corner		31.95
Daniel Elizando		700.00
Farmer Brothers Company		80.05
Forrest Tire Co.		163.58
Gebo Credit Corporation		163.79
General Welding Supply		72.50
In The Swim		4,489.98
Ismael Martinez		500.00
Jessica Lopez		26.91
Jim Trujillo		128.25
Lea County Airport		372.50
Lea County Septic Tank Service		261.92
Lea County Treasurer		2,227.00
Lovington Auto Supply		69.30
Master Plumbers		2,627.05
MCT Industries, Inc.		178.14
Michael's Prescription Corner		375.12
New Mexico Jr. College		900.00
New Mexico Municipal League		120.00

City of Lovington (New)  
Summary A/P Ledger - A/P Summary CMeeting - General  
From 5/1/2015 Through 5/31/2015

NM EMS Bureau	85.00
Norma Vejl	123.90
Patriot Pipe & Supply LTD	63.02
Peggy Harelson	600.00
Pro-Treat Power Equipment	367.78
Roberts Oil & Lube	469.00
Rogers All Electric Service	928.40
Stanley Convergent Security	617.93
Staples Advantage	648.68
Sunbelt Pools, Inc.	2,646.00
Sunbird Home Resort Products	38.69
SWAT, LLC	135.64
SYSCO West Texas, Inc.	726.91
The Radar Shop Inc	1,350.00
Trey's Plumbing	575.46
U S Food Service	1,626.74
Unifirst Corp.	134.54
Report Balance	<u>27,526.91</u>

City of Lovington (New)  
Summary A/P Ledger - A/P Summary CCMeeting - General  
From 5/1/2015 Through 5/31/2015

505 - Water & WasteWater

Vendor Name	Dept Code	Current Balance
Atco International		1,669.25
B.I.C.I., LLC.		8,874.00
C & S Motor Parts Co.		7.50
California Cont. Supplies, Inc		2,166.14
Dana Kepner Co.		4,317.19
DPC Industries Inc.		1,098.84
Forrest Tire Co.		58.99
Gebo Credit Corporation		67.99
Haarmeyer Electric		1,022.89
Industrial Muncipal Products		2,105.58
Lovington Auto Supply		298.17
Lovington Tire Service		338.46
Marker Services, LLC		96.53
Monarch Diesel Performance		579.15
NMWWA-SE Section		36.00
Odessa Pumps & Equipment		2,290.60
Polydyne Inc.		504.00
Trey's Plumbing		1,346.57
Unifirst Corp.		250.37
Report Balance		<u>27,128.22</u>