

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

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

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

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

Invocation: Commissioner Butcher gave the invocation.

Pledge of Allegiance: Commissioner Butcher led the pledge.

Approval of Agenda: Mayor Campos called for a motion. Commissioner Butcher so moved to approve the agenda; Commissioner Trujillo seconded. Motion carried unanimously.

Approval of the Regular Meeting Minutes of April 11, 2016 and Called Meeting Minutes of April 20, 2016: Mayor Campos called for a motion. Commissioner Trujillo so moved to approve the regular meeting minutes of April 11, 2016 and called meeting Minutes of April 20, 2016; Commissioner Gandy seconded. Motion carried unanimously.

COMMISSIONER AND STAFF REPORTS:

- City Manager Williams informed Commissioners of:
 - Beautification day on Saturday, April 30, 2016 at 8:00 a.m. to 12:00 p.m.; lunch will be served.
 - Commission meeting will be live streamed; can be viewed on Lovington.org or YouTube; Mayor Campos stated his appreciation to City Manager Williams on streaming of Commission Meeting.
 - City of Lovington was named the 30th safest City in America; City Manager Williams presented Chief Rodriguez with award for his department crime prevention efforts to the City of Lovington.

NON-ACTION ITEMS: Discussion of FY 2016 -2017 Budget: City Manager Williams asked Commissioners if they had anymore comments or questions to budget work session held on Wednesday, April 20, 2016. Commissioner Sanchez asked if meeting could be held at an earlier time and not be held on Wednesday. Mayor Campos asked for a scheduled work session to discuss retiree insurance. City Manager Williams stated Jim Harris would like for Commission to consider providing more funding to offset the funding not received from the County; item will be discussed in work session. Discussion only, no action was taken.

Discussion of Quarterly Financial Report: Finance Director Chapman reported to Commissioners of status of GRT, the projected revenues are below the budgeted GRT amount coming in than anticipated. Commissioners and staff discussed the reserve is above the 40% regulated by resolution, due to the combination of commitment of all departments cutting back on expenditures. Discussion only, no action was taken.

Discussion of Municipal Water Supply: Public Works Director Duncan updated Commissioners on the status of the municipal water supply and system. Public Works Director Duncan discussed recycling options to consider in conserving water. Discussion only, no action was taken.

ACTION ITEMS: Resolution 2016-26: Addressing Concerns regarding the proposed Waste Prevention, Production Subject to Royalties, and Resource Conservation Rule published by the BLM on February 8, 2016: Mayor Campos called for a motion. Commissioner Trujillo so moved to approve Resolution 2016-26: addressing concerns regarding the proposed Waste Prevention, Production Subject to Royalties, and Resource Conservation Rule published by the BLM on February 8, 2016; Commissioner Butcher seconded. City Manager Williams stated Commissioner Trujillo had requested to submit BLM resolution after attending oil and gas meeting. Commissioner Trujillo and Gandy explained the BLM is proposing new regulations to reduce waste of natural gas from venting, flaring, and leaks during oil and natural gas production activities; and when produced gas lost through venting, flaring or leaks is subject to royalties, and when oil and gas production used on site would be royalty-free. Commissioner Gandy stated this is going to cause for the lower producing wells to be plugged due to the extreme cost to implement the regulations. There being no further discussion, Mayor Campos called for a vote. Motion carried unanimously.

Consider Resolution approving Eddy Madison Subdivision: Mayor Campos called for a motion. Commissioner Trujillo so moved to consider Resolution 2016-27 approving Eddy Madison Subdivision; Commissioner Gandy seconded. City Manager Williams stated this was a previous subdivision request than at the request of the owners the item was tabled, so they can obtain a variance. City Manager Williams stated the variance request is to allow for mobile homes to be placed on the lots and for the corner lots side yard setback of 10'. Commissioners and staff discussed the setbacks and the lot dimensions. Planning and Zoning did recommended approval of subdivision. Estella Garcia addressed Commissioners about her concerns with the neighborhood looking raggedy, zoning regulations, type of mobile homes in property and going out of businesses around the neighborhood. Jerry Solórzano, nephew of land owner, stated they will comply with ordinances set in place for mobile homes. Mrs. Garcia addressed Commissioners with her concerns on how the utilities are affected on Madison Street and asked why all mobile homes are not set on a foundation. Planning and Zoning Coordinator Ball stated the property is zoned commercial, but can be used as residential; the architectural drawing shows where the utilities will be located, but how

they will be accessed at this time is unknown. There being no further discussion, Mayor Campos called for a vote. Motion carried unanimously.

Consider Resolution approving variance for side yard setback and lot dimensions for mobile homes in Eddy Madison Subdivision: Mayor Campos called for a motion. Commissioner Trujillo so moved to consider Resolution 2016-28 approving variance for side yard setback and lot dimensions for mobile homes in Eddy Madison Subdivision; Commissioner Sanchez seconded. Planning and Zoning Coordinator Ball stated resolution is for side yard setback on subdivision that was approved. There being no further discussion, Mayor Campos called for a vote. Motion carried unanimously.

Consider Approval of Accounts Payable: Mayor Campos called for a motion. Commissioner Gandy so moved to approve the accounts payable; Commissioner Butcher second. There being no further discussion, Mayor Campos called for a vote. Motion carried unanimously.

PUBLIC COMMENT: Estella Garcia addressed Commissioners with concerns of hazardous materials left behind from oil businesses going out of business. Mrs. Garcia stated her concerns with the mosquito season because of the 18 wheelers tires left behind are collecting water.

CLOSED SESSION: At 6:11 p.m., Commissioner Gandy moved to adjourn Regular Session and convene in Closed Session Pursuant to Section 10-15-1 NMSA 1978, Subsection H-2, regarding the purchase, acquisition, or disposition of real property or water rights – Sale or lease of City real property and Subsection H-2 regarding limited personnel matters. Commissioner Butcher seconded and a roll call vote was taken: Commissioner Gandy - Yes; Commissioner Trujillo - Yes; Commissioner Butcher - Yes; Commissioner Sanchez – Yes, and Mayor Campos – Yes.

At 6:36 p.m., Commissioner Gandy so moved to adjourn Closed Session and reconvene in Regular Session stating that matters discussed were limited only to those specified in the motion and no action was taken. Commissioner Trujillo seconded and a roll call vote was taken: Commissioner Gandy - Yes; Commissioner Sanchez - Yes; Commissioner Trujillo - Yes; and Commissioner Butcher – Yes, and Mayor Campos – Yes.

ADJOURNMENT: There being no further business, Mayor Campos adjourned, the meeting at 6:36 p.m.

APPROVED: _____
PAUL CAMPOS, MAYOR

ATTEST: _____
CAROL ANN HOGUE, CITY CLERK

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: May 9, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Dry Lands Brewing Company Presentation
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: May 3, 2016

STAFF SUMMARY:

As requested by Commission, the Dry Lands Brewing Company will be providing an update on their project.

FISCAL IMPACT:

REVIEWED BY: _____
Finance Director

ATTACHMENTS:

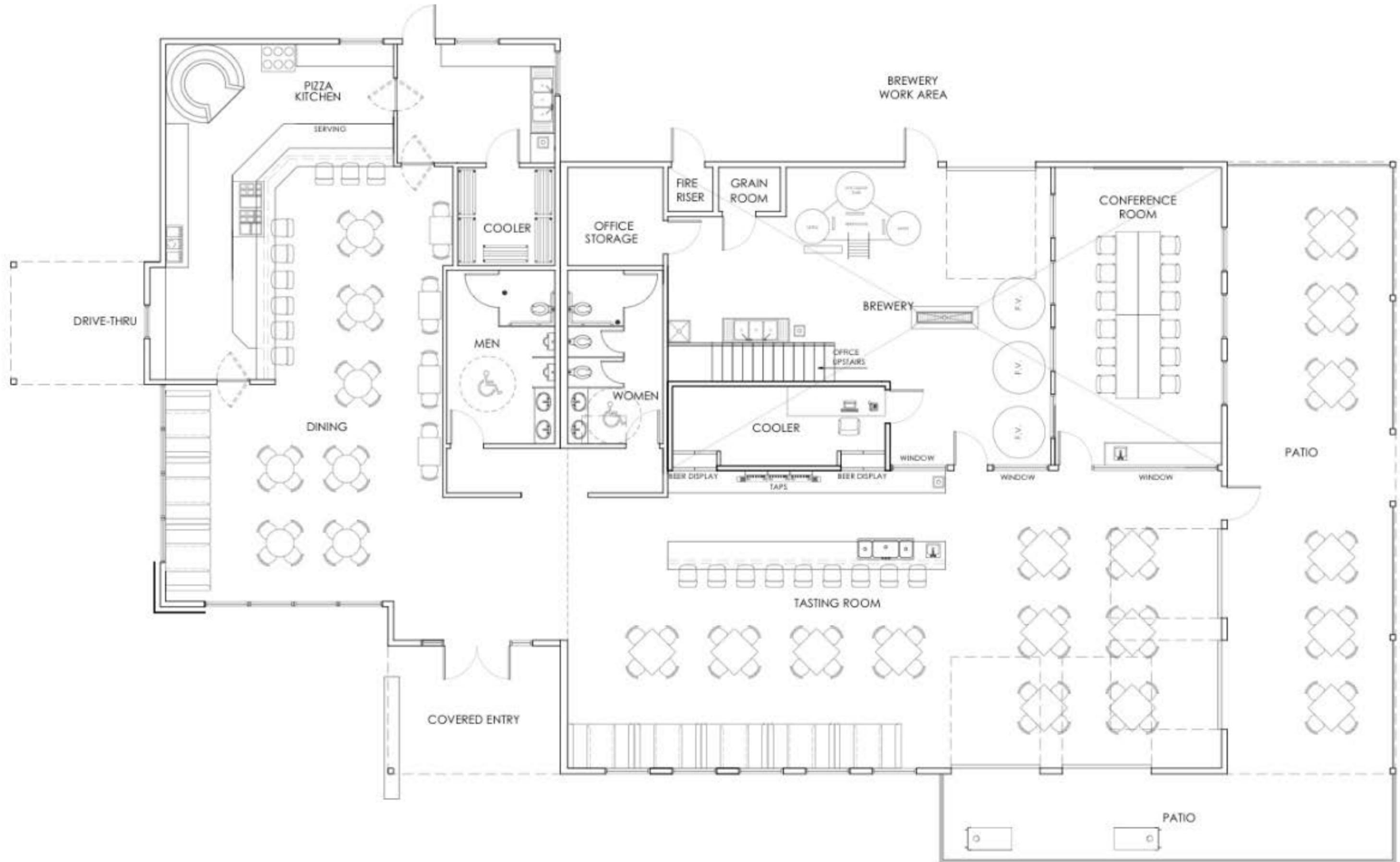
RECOMMENDATION:

Information only.

Department Head

James R. Williams

City Manager



DRYLANDS BREWERY
 FLOOR PLAN
 LOVINGTON, NM
 PROJECT # 1608

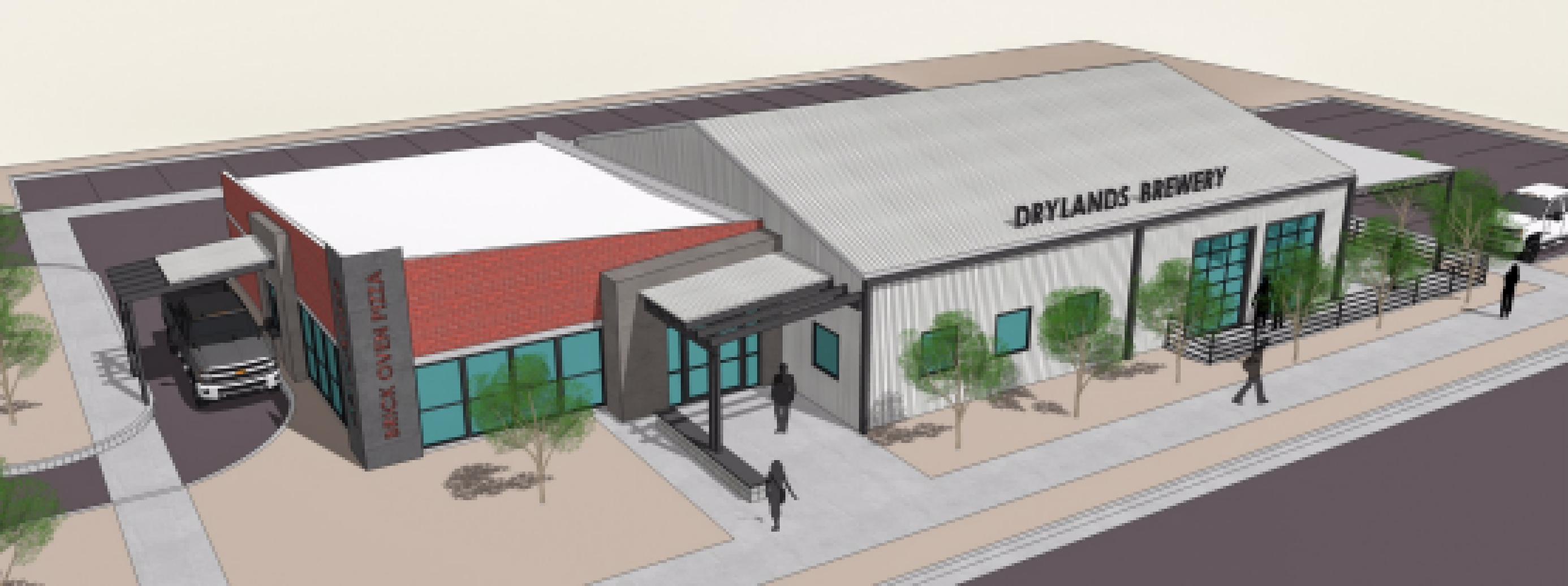
REVISION DATE





DRYLANDS
BRICK OVEN PIZZA

DRYLANDS BREWERY





DRYLANDS BREWERY

BRICK OVEN PIZZA

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: May 9, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: 2016 - 2017 Budget Discussion
DEPARTMENT: Finance Department
SUBMITTED BY: Gary Lee Chapman, Finance Director
DATE SUBMITTED: May 3, 2016

STAFF SUMMARY:

Staff will be available to discuss the FY 2016 - 2017 operating budget.
Staff will also present options for retiree healthcare for Commission discussion.

FISCAL IMPACT:

REVIEWED BY: _____
Finance Director

ATTACHMENTS:

RECOMMENDATION:

Department Head

James R. Williams

City Manager

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: May 9, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Ordinance No. 542: Dry Lands Brewing Co. PPA
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: May 3, 2016

STAFF SUMMARY:

Ordinance No. 542 will authorize the City to execute a Project Participation Agreement with the Dry Lands Brewing Company. The PPA will allow for the transfer of \$80,000 to the Company to assist in the purchase of brewing equipment to be placed in and operated in Lovington. This funding is being provided through the Local Option Gross Receipts Tax (LEDA Fund) and is an eligible expenditure.

The Ordinance has been advertised as required. If approved, the PPA will be executed after 30 days.

FISCAL IMPACT:

REVIEWED BY: Gary Lee Chapman
Finance Director

\$80,000 to LOGRT (LEDA Fund)

ATTACHMENTS:

Ordinance No. 542
PPA

RECOMMENDATION:

Motion to approve Ordinance No. 542

Department Head

James R. Williams
City Manager

ORDINANCE NO. 542

AN ORDINANCE OF THE CITY OF LOVINGTON AUTHORIZING THE EXECUTION OF A PROJECT PARTICIPATION AGREEMENT PROVIDING FUNDING TO THE DRY LANDS BREWING COMPANY - \$80,000 FOR ECONOMIC ASSISTANCE TO CONSTRUCT AND OPERATE A BREWERY IN LOVINGTON, LEA COUNTY, NEW MEXICO

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

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

WHEREAS, the City of Lovington City Commission wishes to enter into an agreement with the Dry Lands Brewing Company, in the form of a Project Participation Agreement, as provided for in Ordinance No. 495.

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

Section 1. That the Mayor is authorized to execute on behalf of the Lovington City Commission an Project Participation Agreement with the Dry Lands Brewing Company that will provide funding in an amount not to exceed \$80,000.

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

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

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

PASSED, ADOPTED, AND APPROVED this 9th day of May, 2016.

PAUL CAMPOS, MAYOR

ATTEST:

CAROL ANN HOGUE, CITY CLERK

PROJECT PARTICIPATION AGREEMENT

The Dry Lands Brewing Company ("Company") and the City of Lovington, a municipal corporation organized and existing under the law the State of New Mexico ("City"), agree:

1. Recitals:

A. Pursuant to the Local Economic Development Act, NMSA 1978, §§ 5-10-1 through 5-10-13, (LEDA), the City adopted the Ordinance #495, authorizing the City to consider applications for economic development assistance, to include cultural facilities, and Ordinance No. 533 approving an economic development project for the Lovington Theater.

B. The Company has submitted an application to City for assistance under the LEDA Program. In the application, the Company has proposed that the project provide for the purchase and installation of brewing equipment and facility infrastructure for the Company. The Company shall be operated in Lovington, New Mexico

C. The City has adopted Ordinance No. 542 finding that the Company is a qualifying entity as defined in Section 5-10-3 (G) NMSA 1978 and approving this Project Participation Agreement (this agreement) as meeting the requirements of LEDA.

2. Substantive Contribution by the Dry Land Brewing Company: A minimum of five full time jobs will be created at the Dry Lands Brewing Company within the first year of operation. Additionally, the Company will begin brewing operations within 12 months of signing this agreement. The Company will also be required to maintain the five newly created jobs and remain in operation for a minimum of three years from opening of the brewing location. The terms and obligations of the parties under the Ordinance and Application are incorporated into this Agreement by reference.

3. Security Provided to City: City will require a Security Interest Document. Should the Company cease operation of the Dry Lands Brewing Company during the term of this agreement, it will repay \$80,000 to City. Any property or equipment acquired as a result of this Project, shall be transferred to the City and used by the City for future economic development purposes only.

4. Review: City will review the project timeline, progress and job creation annually until the three-year anniversary of this agreement. Job creation reporting will be supported by reports and documentation from the New Mexico Department of Workforce Solutions demonstrating the headcount of the operation to demonstrate compliance with this Agreement at each review cycle annually, and another at thirty (30) days prior to the anniversary date of this Agreement, for a period of one year.

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

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

7. Transfer of Funds: Funds will be transferred to the Dry Lands Brewing Company upon their submittal of an invoice to the City that includes proof of payment for the equipment purchased for the brewing operation and an itemized statement or receipt listing the equipment purchased, to include model numbers and serial numbers.

8. Term of Participation Agreement: Will be agreed upon through City and the Company by the ___ of _____ until the third year anniversary.

Adopted by the City of Lovington

On the _____ of _____, 2016

For the City of Lovington

For the Dry Lands Brewing Company

Paul Campos, Mayor

Andres Arreola

Attest: Carol Ann Hogue, City Clerk

Daniel Torres

Patrick McMahon, City Attorney

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: May 9, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Advertisement of Ordinance No. 543
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: May 3, 2016

STAFF SUMMARY:

Ordinance No. 543 will adopt all changes to the Uniform Traffic Ordinance through July 1, 2016. The changes to the code will affect off-highway motor vehicles on streets and highways.

Once advertised, this Ordinance will be presented to Commission at the June 13, 2016 meeting for final consideration

FISCAL IMPACT:

REVIEWED BY: _____
Finance Director

ATTACHMENTS:

Ordinance No. 543
2016 UTO Changes

RECOMMENDATION:

Motion to approve advertisement of Ordinance No. 543.

Department Head

James R. Williams

City Manager

ORDINANCE NO. 543

**AN ORDINANCE OF THE CITY OF LOVINGTON, NEW MEXICO AMENDING TITLE 10,
CHAPTER 10.04-UNIFORM TRAFFIC CODE**

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LOVINGTON THAT TITLE 10,
CHAPTER 10.04 BE AND HEREBY IS AMENDED AS FOLLOWS:

10.04.010 Adoption

The 2010 compilation of the New Mexico Uniform Traffic Ordinance, comprising of
section 12-1-1 through 12-13-6 inclusive, and all changes through July 1, 2016, are
herewith adopted by reference, pursuant to Section 3-17-6 N.M.S.A, 1978.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF LOVINGTON ON THE 13th DAY of
JUNE, 2016.

PAUL CAMPOS, Mayor

ATTEST:

CAROL ANN HOGUE, City Clerk

2016 UTO Changes

Underlined is new material

[bracketed is deleted material]

12-7-9.2 OPERATION OF OFF-HIGHWAY MOTOR VEHICLES ON STREETS OR HIGHWAYS -- PROHIBITED AREAS.

A. No person shall operate an off-highway motor vehicle on any limited access street at any time or any paved street or highway except as provided in Subsection B, C or D of this section.

B. Off-highway motor vehicles may cross streets or highways, except limited access highways or freeways, if the crossings are made after coming to a complete stop prior to entering the street. Off-highway motor vehicles shall yield the right of way to oncoming traffic and shall begin a crossing only when it can be executed safely and then crossing in the most direct manner, as close to a perpendicular angle as possible.

C. If authorized by ordinance or resolution of a local authority or the State Transportation Commission, a recreational off-highway vehicle or an all-terrain vehicle may be operated on a paved street or highway owned and controlled by the authorizing authority if:

(1) the vehicle has one or more headlights and one or more taillights that comply with the Off-Highway Motor Vehicle Act;

(2) the vehicle has brakes, mirrors and mufflers;

(3) the operator has a valid driver's license, instruction permit or provisional license and an off-highway motor vehicle safety permit;

(4) the operator is insured in compliance with the provisions of the Mandatory financial Responsibility Act; and

(5) the operator of the vehicle is wearing eye protection and a safety helmet that comply with the Off-Highway Motor Vehicle Act.

D. By ordinance or resolution, a local authority or the State Transportation Commission may establish separate speed limits and operating restrictions for off-highway vehicles where they are authorized to operate on paved streets or highways pursuant to Subsection C of this section.

~~[E]~~ E. A person shall not operate an off-highway motor vehicle on state game commission-owned, -controlled or -administered land except as specifically allowed pursuant to Chapter 17, Article 6 NMSA 1978.

~~[D]~~ F. A person shall not operate an off-highway motor vehicle on land owned, controlled or administered by the state parks division of the Energy, Minerals and Natural

Resources Department, pursuant to Chapter 16, Article 2 NMSA 1978, except in areas designated by and permitted by rules adopted by the secretary of Energy, Minerals and Natural Resources.

[E] G. Unless authorized, a person shall not:

(1) remove, deface or destroy any official sign installed by a state, federal, local or private land management agency; or

(2) install any off-highway motor vehicle-related sign. (66-3-1011 NMSA)

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: May 9, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION
FISCAL IMPACT: *REVIEWED BY:*

SUBJECT: Resolution 2016-29: Radio System MOA

DEPARTMENT: Public Works 2016-2017 Annual Executive has been budgeted for and will be approximately

SUBMITTED BY: James R. Williams, City Manager

DATE SUBMITTED: May 3, 2016
\$27,750 per year, 950 per year. This has been budgeted for in the FY

2016-2017 budget.

STAFF SUMMARY:

Resolution 2016-29 will authorize the Mayor to execute the 800 MHz P25 Radio System MOA with each municipality and the County. This agreement specifies who is responsible for operating this system, providing maintenance, and cost allocation. This agreement has been presented to the Commission on two separate occasions for questions and review.

Gary Lee Chapman
Finance Director

Annual cost of \$27,750 is budgeted for.

ATTACHMENTS:

Radio System MOA
Resolution 2016-29

RECOMMENDATION:

Motion to approve Resolution 2016-29

Department Head

James R. Williams
City Manager

**MEMORANDUM OF AGREEMENT
FOR THE OPERATION AND MAINTENANCE
OF AN
P25 800 MHz RADIO SYSTEM**

THIS AGREEMENT made this _____ day of _____, 2016
between the Lea County Communication Authority (hereinafter "LCCA") City of Hobbs,
New Mexico, a municipal corporation (hereinafter "City of Hobbs") City of Lovington,
New Mexico, a municipal corporation (hereinafter "City of Lovington") City of Jal, New
Mexico, a Municipal corporation (hereinafter "City of Jal") City of Eunice, New Mexico, a
municipal corporation (hereinafter "City of Eunice") City of Tatum, New Mexico, a
municipal corporation (hereinafter "City of Tatum") and Lea County, New Mexico
(hereinafter "Lea County"); and

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

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

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

WHEREAS, the parties to this agreement are acting pursuant to the
Memorandum of Agreement, §§ 11-1-1, et seq., NMSA 1978. NOW, THEREFORE, it is
mutually agreed as follows:

1. **DESCRIPTION**

- 1.1 The Radio system has multiple sites in the 800 MHz and VHF radio systems. There will be two VIDA switches located at Lea County Communication Authority (LCCA) on College Lane Street in Hobbs and the other one which is a redundant switch at Hobbs Fire Station One. The VIDA Switch controls the system, its users and equipment for the entire system.

1.2 **Voice Interoperability Data Access (VIDA)**

The VIDA is the central switch that manages all the radio traffic between the sites, the consoles and the users. The switch maintenance is the mutually shared responsibility of all parties under section 7.2.2. Each Party agrees to cooperate and contract for the immediate repair of the VIDA if any portion of it should fail.

1.3 **Unified Administrator System (UAS)**

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

1. **MAINTENANCE RESPONSIBILITIES**

2.1 **Simulcast System**

The Simulcast system consist of 8 channel sites which includes a site at LCCA, a site at Hobbs Fire Station One-and a site in Lovington. The City of Hobbs is responsible for the site at LCCA and Fire Station One, and the County will be responsible for the Lovington Site.

2.2 **County Sites**

The County operates four (4) sites, located in Jal, Jal West, Eunice and Tatum. The County users are the primary users of all these sites. The maintenance of Jal, Eunice and Tatum Sites is the responsibility of Lea County, with a shared cost as defined in Section 7.

2.3 **Maljamar Site**

This site (i) enables all parties the ability to go into the western and northern part of the County; (ii) provides overlapping coverage into the party cities; of Hobbs and Lovington; (iii) provides coverage into Eddy and Chavez counties. This Site is primarily used by City of Hobbs, City-of Lovington and Lea County, and the maintenance and rental cost of the Site is the mutually shared responsibility.

2.4 **Backhaul Equipment and Communications Services**

All sites are connected to the switch by a backhaul consisting of leased lines, microwave and MUX equipment. The primary MUX cabinet is located at Lea County Communication Authority. Maintenance of the backhaul lines and equipment for the individual sites and the MUX equipment are the sole responsibility of the primary users of the sites.

2.5 **User Equipment**

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

2.6 **Control Stations and User Radios**

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

2.7 **Logging Recorders**

The Lea County Communication Authority owns and operates a logging recorder for their dispatch center. All parties are responsible for maintenance and operation of this logging recorder.

3. **OPERATING RESPONSIBILITIES**

3.1 **Radio Operation**

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

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

3.1.2 **Pro-Scan Radios**

Pro-scan radios allow the user to scan all of the sites programmed into the radio. The radio will then choose the best site/signal for the radio to use.

3.1.3 **Conventional Interface**

No party will create/utilize any full-time patches that would utilize a working channel on the other parties system. Temporary patches can be created at any time in case of emergency or joint operations.

3.1.4 **Encryption**

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

3.1.5 **BE-ON**

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

3.1.6 **Radio Priorities**

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

3.1.7 **All-Call**

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

3.1.8 **Talk Groups**

Each Party will have no more than sixty (60) talk groups on their system. The assignment of the Group Identification Numbers (GID) and Logical Identification numbers will be assigned through the LCCA Director. New or requested LID and GID numbers will be approved and assigned by the LCCA Director.

Each of the parties will limit the number to talk groups programmed into their radios to within the users needed profile/personality. The Designated Representatives will also agree in writing as to which profiles/personalities will be created/programmed into the individual radios. There will be no radios programmed with the emergency service talk groups unless there is proper authorization from the department whose talk groups will be affected.

4. **DESIGNATED REPRESENTATIVES**

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

4.2 **PROGRAMMING OF USER RADIOS**

The parties understand the need for assistance by outside vendors to operate and maintain the system, but controls must be in place to allow for privacy by entities and especially sensitive talk groups on the system

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

4.3 **Licensing**

The LCCA Director will be responsible for all upgrades and new F.C.C., F.A.A or other federal licensing requirements for the entire radio system which are under this agreement.

4.4 NEW USERS/ENTITY'S

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

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

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

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

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

5. TERMINATION MEMORANDUM OF AGREEMENT

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

6. AMENDMENT

- 6.1 This MOA may be amended by the Parties from time to time. Any amendment shall be in writing, executed and approved by the parties hereto.

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

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

- A. When shared user equipment is serviced or repaired on only the Lovington Site, Lea County will be responsible for the payment and then bill the City of Lovington at a 50/50 split for the cost of the repair or equipment.
- B. When shared user equipment is serviced or repaired on only the Eunice Site Lea County will be responsible for the payment and then bill the City of Eunice at a 50/50 split for the cost of the repair or equipment.
- C. When shared user equipment is serviced or repaired on the Jal new site Lea County will be responsible for the payment and then bill the City of Jal at a 50/50 split for the cost of the repair or equipment.
- D. When shared user equipment is serviced or repaired on the Maljamar Site Lea County will be responsible for the payment and then bill the City of Hobbs, and the City of Lovington at a 34/33/33 split for the cost of the repair or equipment with Lea County having the 34%.
- E. When user equipment is repaired on only the Hobbs Main and Back-Up Site the City of Hobbs will be solely responsible for the repair or equipment.
- F. When user equipment is serviced or repaired on only the Jal West site Lea County will be solely responsible for the repair and equipment.
- G. When shared user equipment is serviced on only the Tatum Site Lea County will be responsible for the payment and then bill the City of Tatum at a 50/50 split for the cost of the repair or equipment.

7.2 All parties agree to pay a percentage of the cost for the preventative maintenance agreement (s), FX software and logging recorder as follows.

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

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

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

- A. The Hobbs Site or the Hobbs Back-up site the City of Hobbs will be responsible for these costs. Currently it is owned and operated on City/County land and through a microwave system so there isn't expected to be any monthly costs, unless there are changes to the way the information is sent to and from the main site to the back-up site.
- B. The Lovington Site is a 50/50 split between Lea County and the City of Lovington.
- C. The Eunice Site is a 50/50 split between Lea County and the City of Eunice.
- D. The Tatum Site is a 50/50 split between Lea County and the City of Tatum.
- E. The Jal Site is a 50/50 split between Lea County and the City of Jal.
- F. Maljamar Site (largest site coverage for Lea County) the County will be responsible for the payment and then bill all of the entities at an equal split among Lea County, City of Hobbs and City of Lovington.
- G. The Jal West Site is the responsibility of the County.

8. SEVERABILITY

8.1 If any one or more of the provisions contained in this Memorandum of Agreement (MOA) shall be for any reason held invalid, illegal or unenforceable in any

respect, such invalidity, illegality or unenforceability shall not affect other provisions hereof, and the Memorandum of Agreement shall be constructed as if such invalid, illegal or unenforceable provision had never been a part hereof.

9. **EFFECTIVE DATE**

9.1 This Memorandum of Agreement shall be in full force and effective upon execution and approval of all parties hereto.

10. **STRICT ACCOUNTABILITY OF ALL RECEIPTS AND DISBURSEMENTS.**

10.1 Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

÷

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by

their duly authorized officers, agents or representatives.

CITY OF HOBBS, NEW MEXICO

LEA COUNTY, NEW MEXICO

By: _____
 , Mayor

By: _____
 , Commission Chairman

CITY OF LOVINGTON, NEW MEXICO

CITY OF TATUM, NEW MEXICO

BY: _____
 , Mayor

BY: _____
 , Mayor

CITY OF EUNICE, NEW MEXICO

CITY OF JAL, NEW MEXICO

BY: _____
 , Mayor

BY: _____
 , Mayor

APPROVED AS TO FORM:

City Of Hobbs Attorney

Lea County Attorney

City Of Lovington Attorney

City of Tatum Attorney

City of Eunice Attorney

City of Jal Attorney

LCCA, Director

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

RESOLUTION 2016-29

**A RESOLUTION APPROVING AUTHORIZING A MEMORANDUM OF AGREEMENT
BETWEEN LEA COUNTY, CITY OF LOVINGTON, CITY OF HOBBS, CITY OF EUNICE, CITY OF
JAL, AND TOWN OF TATUM FOR THE OPERATION AND MAINTENANCE OF A P25 800
MHz RADIO SYSTEM**

WHEREAS, the Lea County Communication Authority on April 20, 2016 approved the Memorandum of Understanding for the operation and maintenance of a P25 800 MHz radio system between Lea County, City of Lovington, City of Hobbs, City of Eunice, City of Jal, and the Town of Tatum; and

WHEREAS, this system is essential to the health and safety of the citizens of Lovington.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Body of the City of Lovington authorizes the Mayor to enter into the P25 800 MHz Radio System Memorandum of Understanding as presented on this date.

DONE THIS 9TH DAY OF MAY, 2016.

PAUL CAMPOS, MAYOR

ATTEST:

CAROL ANN HOGUE, CITY CLERK

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: May 9, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Resolution 2016-30: Smokin' on the Plaza Street Permit
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: May 3, 2016

STAFF SUMMARY:

Lovington MainStreet has requested the temporary closure of portions of Love Street, Washington Avenue, and Central Avenue beginning June 17, 2016 at 6:00 a.m. and ending on June 19, 2016 at 8:00 a.m. Staff are recommending that Washington and Central Avenue's only be closed to East Street. This has been confirmed as acceptable by Lovington MainStreet.

Due to the type of street classification, Commission approval is required.

FISCAL IMPACT:

REVIEWED BY: _____
Finance Director

ATTACHMENTS:

Map of Street Closure
Permit Application
Resolution 2016-30

RECOMMENDATION:

Motion to approve Resolution 2016-30

Department Head

James R. Williams

City Manager



Google earth

© 2016 Google



300 ft



City of Lovington
Street Event/Block Party Permit Application

| APPLICANT INFORMATION | |
|--|----------------------------------|
| Name | Lovington Main Street Corp. |
| Street Address | 201 S. Main |
| City | Lovington |
| E-mail | director@lovingtonmainstreet.org |
| Mobile Telephone* | 575-399-1418 |
| *Applicant must maintain access to this number on the event date | |

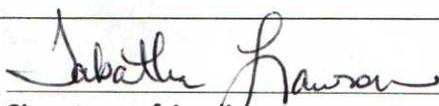
| STREET EVENT/BLOCK PARTY DESCRIPTION | |
|--|--|
| Event Name | Smokin' On the Plaza / Live On Love Concert Series |
| Event Date | June 17-18, 2016 |
| Start Time (including set-up) | 6/17/16 @ 6 am |
| End Time (including clean-up) | 6/19/16 @ 8 am |
| Description of event, including proposed street closures: 7 th Annual State Championship BBQ Cook-off + Celebration in Downtown Lovington. Concert + street dance Friday + Saturday. Close Central from Parkinglot East of Lea Theatre to Eddy; Love from Washington to Central; and Washington from Main to Eddy. (See Event Map) | |
| Amplified sound or other activity description including the use of inflatable/play equipment: Kid Zone Inflatables will be set up on North Side of Lea County Courthouse lawn. Stage w/ Sound + lights will be set up in intersection of Love + Central, facing Courthouse lawn. | |

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

APPLICANT AFFIDAVIT

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

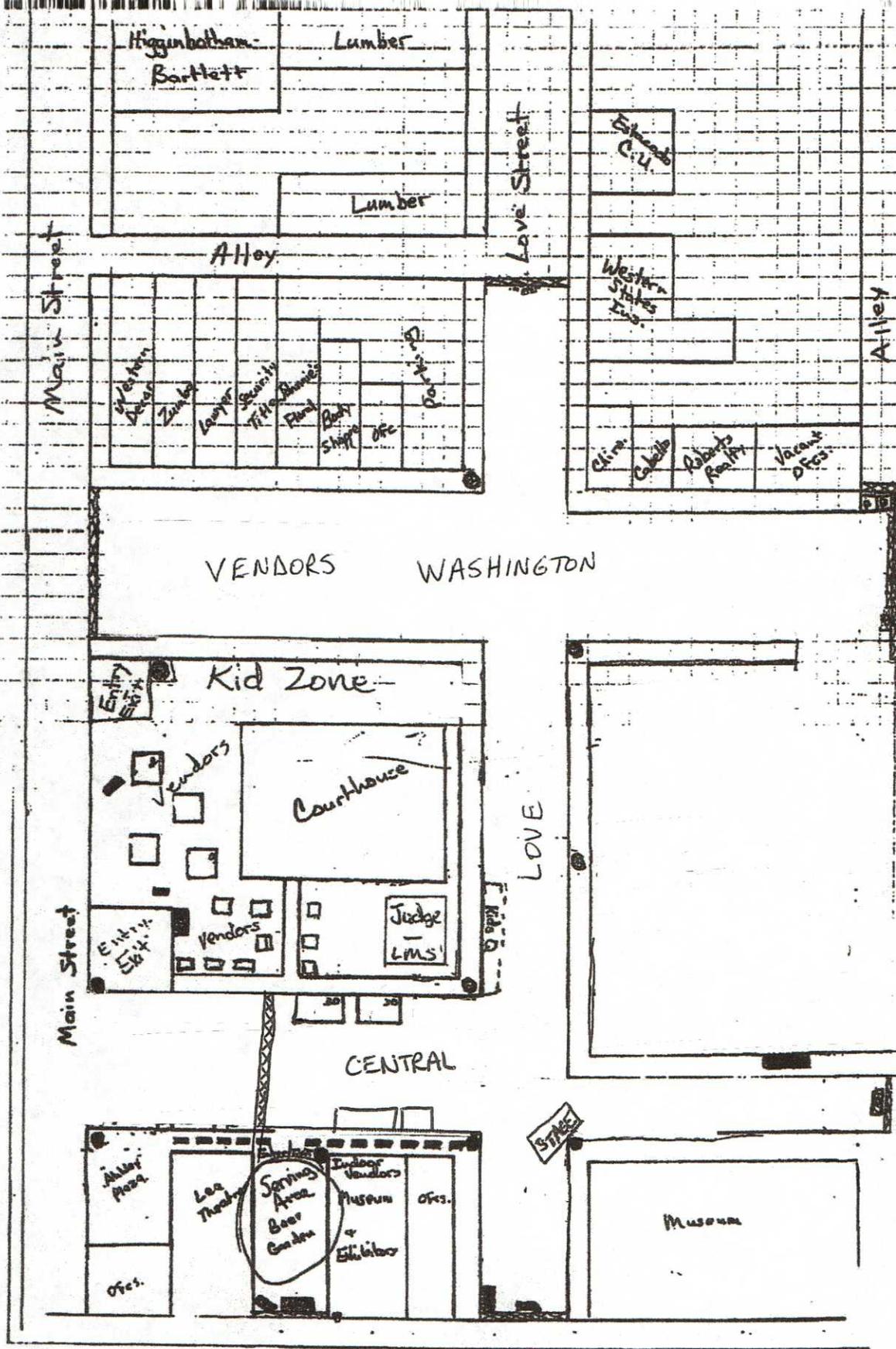
I hereby certify the foregoing statements to be true and correct and agree to protect, defend, indemnify and hold harmless the City of Lovington, its officers, employees and agents against any action, demand, claim, loss, injury or liability arising out of or resulting in any way from the requested street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


 Signature of Applicant

4/26/16
 Date

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

Smokin' On The Plaza - June 17-18, 2016



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

RESOLUTION 2016-30

RESOLUTION FOR TEMPORARY STREET CLOSURE FOR EVENT

WHEREAS, Lovington MainStreet has submitted a permit application to the City of Lovington for a temporary closure of a portion of Central Avenue, Washington Avenue, and Love Street for the "7th Annual Smokin' on the Plaza" Event; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Lovington City Commission that the "7th Annual Smokin' on the Plaza" street closure permit is approved for the temporary closure of Central Avenue between an area east of the Lea Theatre to East Street, Washington Avenue from Main Street to East Street, and Love Street between Washington Avenue and Central Avenue beginning June 17, 2016 at 6:00 a.m. and ending on June 19, 2016 at 8:00 a.m.

DONE THIS 9TH DAY OF MAY, 2016 at

City of Lovington
New Mexico

Paul Campos, Mayor

ATTEST:

Carol Ann Hogue, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: May 9, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Resolution 2016-31: Summer Concert Series
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: May 3, 2016

STAFF SUMMARY:

Lovington MainStreet has requested the temporary closure of portions of Love Street and Central Avenue beginning July 16, 2016 at 8:00 a.m. and ending on July 16, 2016 at 11:00 p.m. Staff are recommending that Central Avenue only be closed to East Street. This has been confirmed as acceptable by Lovington MainStreet.

Due to the type of street classification, Commission approval is required.

FISCAL IMPACT:

REVIEWED BY: _____
Finance Director

ATTACHMENTS:

Map of Street Closure
Permit Application
Resolution 2016-31

RECOMMENDATION:

Motion to approve Resolution 2016-31

Department Head

James R. Williams

City Manager



Google earth

© 2016 Google

300 ft





City of Lovington
Street Event/Block Party Permit Application

| APPLICANT INFORMATION | |
|--|----------------------------------|
| Name | Lovington Main Street Corp. |
| Street Address | 201 S. Main |
| City | Lovington |
| E-mail | director@lovingtonmainstreet.org |
| Mobile Telephone* | 575-399-1413 |
| *Applicant must maintain access to this number on the event date | |

| STREET EVENT/BLOCK PARTY DESCRIPTION | |
|---|---|
| Event Name | Live On Love Street Summer Concert Series |
| Event Date | July 16, 2016 |
| Start Time (including set-up) | 7/16/16 8 am |
| End Time (including clean-up) | 7/16/16 11 pm |
| Description of event, including proposed street closures: 3 RD Annual Concert Series w/live musical performance. Close Central from pkg lot east of Lea Theatre to Eddy; and Love from Washington to Central. | |
| Amplified sound or other activity description including the use of inflatable/play equipment: Stage w/Sound + lights will be set up in intersection of Love + Central, facing Courthouse lawn. | |

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

APPLICANT AFFIDAVIT

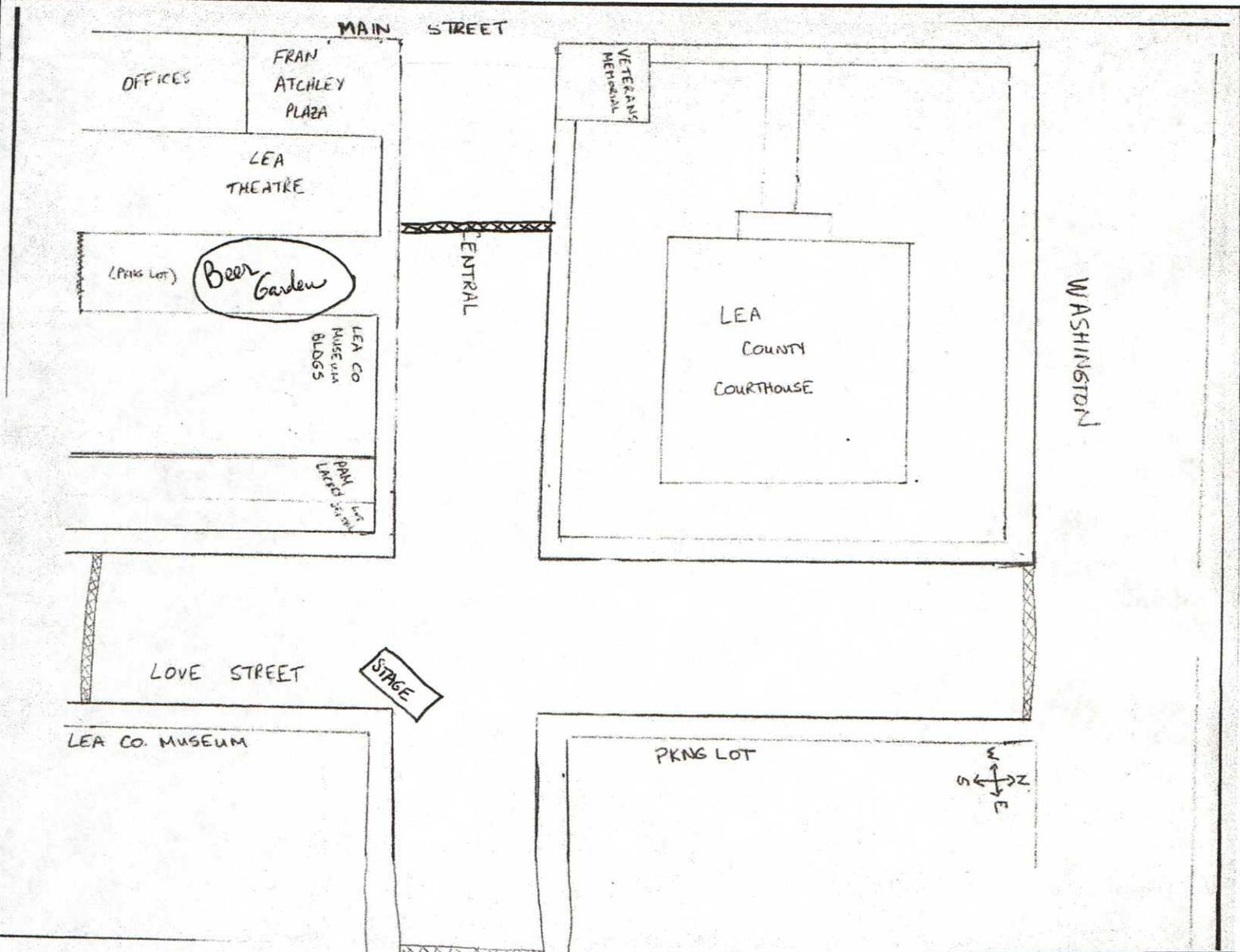
I, the undersigned, declare upon penalty of perjury that the information contained in the foregoing application and any attachments is true and correct to the best of my knowledge and belief, that I have read, understand and agree to abide by the rules and regulations governing the proposed event and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

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

Sabatha Lawson
Signature of Applicant

4/26/16
Date

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



OFFICES

FRAN
ATCHLEY
PLAZA

LEA
THEATRE

(PARK LOT)

Beer Garden

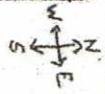
LEA CO
MUSEUM
BLDGS

PARK LOT

STAGE

LEA CO. MUSEUM

PARK LOT



MAIN STREET

CENTRAL

VETERANS
MEMORIAL

LEA
COUNTY
COURTHOUSE

WASHINGTON

LOVE STREET

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

RESOLUTION 2016-31

RESOLUTION FOR TEMPORARY STREET CLOSURE FOR EVENT

WHEREAS, Lovington MainStreet has submitted a permit application to the City of Lovington for a temporary closure of a portion of Central Avenue and Love Street for the "3rd Annual Concert Series" Event; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Lovington City Commission that the "3rd Annual Concert Series" street closure permit is approved for the temporary closure of Central Avenue between an area east of the Lea Theatre to East Street and Love Street between Washington Avenue and Central Avenue beginning July 16, 2016 at 8:00 a.m. and ending on July 16, 2016 at 11:00 p.m.

DONE THIS 9TH DAY OF MAY, 2016 at

City of Lovington
New Mexico

Paul Campos, Mayor

ATTEST:

Carol Ann Hogue, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: May 9, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Resolution 2016-32: Transfer of Equipment
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: May 3, 2016

STAFF SUMMARY:

Resolution 2016-32 will authorize the transfer of surplus equipment to the Columbus Fire Department and Boles Acres Fire and Rescue (near Alamogordo). The items being transferred are cardiac monitor/defibrillators that have been replaced at the fire department. The attached Resolution will allow for the transfer and remove the items from inventory.

FISCAL IMPACT:

None.

REVIEWED BY: Gary Lee Chapman
Finance Director

ATTACHMENTS:

Resolution 2016-32

RECOMMENDATION:

Motion to approve Resolution 2016-32

Department Head

James R. Williams
City Manager

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

RESOLUTION NO. 2016-32

**A RESOLUTION TRANSFERRING EQUIPMENT TO THE COLUMBUS, NEW MEXICO FIRE
DEPARTMENT AND TO BOLES ACRES, NEW MEXICO FIRE AND RESCUE**

WHEREAS, the City of Lovington Fire Department has decommissioned two of its defibrillator units that have since been replaced; and

WHEREAS, the units is now considered surplus equipment; and

WHEREAS, the Columbus Fire Department and Boles Acres Fire and Rescue have expressed a need for this equipment.

NOW, THEREFORE, BE IT RESOLVED, that the City of Lovington authorizes the disposal of the following equipment by transfer to the Columbus Fire Department and Boles Acres Fire and Rescue

Zoll E-series Cardiac Monitor/Defibrillator with 12 lead S/N: AB07G004796
Zoll E-series Cardiac Monitor/Defibrillator with 12 lead S/N: AB07G004798

; and

BE IT FURTHER RESOLVED that this surplus equipment will be removed from the City fixed asset listing.

DONE THIS 9TH DAY OF MAY, 2016 at

City of Lovington
New Mexico

Paul Campos, Mayor

ATTEST:

Carol Ann Hogue, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: May 9, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Resolution 2016-33: SERTPO Appointments
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: May 3, 2016

STAFF SUMMARY:

Resolution 2016-33 will appoint individuals to the Policy and Technical Committee of the Southeast Regional Transportation Planning Organization. The appointment to both of these committees has been held by the City Manager for the past four years. A description of the committee roles is as follows:

Policy Committee: principal officials representing municipal government. They provide guidance in the development of SERPO activities and take all official actions.

Technical Committee: should be familiar with transportation needs and technical aspects of transportation projects. They screen review, and rate technical criteria of projects and provide recommendations to the Policy Committee.

FISCAL IMPACT:

REVIEWED BY: _____
Finance Director

ATTACHMENTS:

Resolution 2016-33

RECOMMENDATION:

Motion to approve Resolution 2016-33 which will appoint the City Manager to the Policy Committee and the Public Works Director to the Technical Committee.

Department Head

James R. Williams

City Manager

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

RESOLUTION 2016-33

**RESOLUTION FOR APPOINTING REPRESENTATION TO THE SOUTHEAST REGIONAL
TRANSPORTATION PLANNING ORGANIZATION (SERTPO) POLICY AND TECHNICAL
COMMITTEES**

WHEREAS, the SERTPO has requested that the governing body of the City of Lovington review their appointment to the Policy and Technical Committee; and

WHEREAS, the City Manager is currently appointed to serve on both of these committees.

NOW, THEREFORE, BE IT RESOLVED, by the Lovington City Commission that the City Manager is appointed as the Policy Committee member and the Public Works Director is appointed as the Technical Committee member for the City of Lovington.

DONE THIS 9TH DAY OF MAY, 2016 at

City of Lovington
New Mexico

Paul Campos, Mayor

ATTEST:

Carol Ann Hogue, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: May 9, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Resolution 2016-34: Relay for Life Street Closure
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: May 3, 2016

STAFF SUMMARY:

Relay for Life has requested the temporary closure of portions of Love Street, Washington Avenue, and Central Avenue beginning June 4, 2016 at 9:00 a.m. and ending on June 4, 2016 at 10:30 p.m.

Due to the type of street classification, Commission approval is required.

FISCAL IMPACT:

REVIEWED BY: _____
Finance Director

ATTACHMENTS:

Map of Street Closure
Permit Application
Resolution 2016-34

RECOMMENDATION:

Motion to approve Resolution 2016-34

Department Head

James R. Williams

City Manager



Google earth

© 2016 Google



300 ft



**City of Lovington
Street Event/Block Party Permit Application**

| APPLICANT INFORMATION | |
|--|--------------------------|
| Name | Stephanie Lopez |
| Street Address | 606 W Ave H |
| City | Lovington NM 88260 |
| E-mail | Stephanie.Lopez@nlgh.org |
| Mobile Telephone* | 5759429512 |
| *Applicant must maintain access to this number on the event date | |

| STREET EVENT/BLOCK PARTY DESCRIPTION | |
|--|----------------|
| Event Name | Relay for Life |
| Event Date | June 4, 2016 |
| Start Time (including set-up) | 9:00 am |
| End Time (including clean-up) | 10:30 pm |
| <p>Description of event, including proposed street closures: Every year we hold a Relay for Life Event for cancer awareness. Street Closures is needed on Washington, Central and Love street due to misc events happening on this day. We will have people walk around the courthouse to honor the survivors and remember those we lost to cancer</p> | |
| <p>Amplified sound or other activity description including the use of inflatable/play equipment: We will have a DJ that will play music for our Zumba instructors and Luminaria Ceremony and throughout the Event. We will have inflatables in the shaded areas. Our basketball tournament will be held in the parking lot where the old jail was located. Food vendors will be set up on either Washington or Central Street.</p> | |

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

APPLICANT AFFIDAVIT

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

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

Olghant Lopez
Signature of Applicant

5-3-16
Date

| | | | |
|-----------------------------------|--------------------|--------------------|------------------------|
| Received By | <u>Anna Suarez</u> | Date/Time Received | <u>5/3/16 - 1:18pm</u> |
| Street Department Approval | | Date | |
| Fire Department Approval | | Date | |
| Police Department Approval | | Date | |
| City Manager Approval | | Date | |
| Commission Approval (if required) | | Date | |

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

RESOLUTION 2016-34

RESOLUTION FOR TEMPORARY STREET CLOSURE FOR EVENT

WHEREAS, Relay for Life has submitted a permit application to the City of Lovington for a temporary closure of a portion of Central Avenue, Washington Avenue, and Love Street for its annual event; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Lovington City Commission that the Relay for Life street closure permit is approved for the temporary closure of Central Avenue between an area east of the Lea Theatre to Love Street, Washington Avenue from Main Street to Love Street, and Love Street between Washington Avenue and Central Avenue beginning June 4, 2016 at 9:00 a.m. and ending on June 4, 2016 at 10:30 p.m.

DONE THIS 9TH DAY OF MAY, 2016 at

City of Lovington
New Mexico

Paul Campos, Mayor

ATTEST:

Carol Ann Hogue, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: May 9, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Resolution 2016-35: New Life Drama Co Street Closure
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: May 3, 2016

STAFF SUMMARY:

New Life Drama Company has requested the temporary closure of portions of Love Street, Washington Avenue, and Central Avenue beginning June 10, 2016 at 7:00 p.m. and ending on June 11, 2016 at 9:00 p.m.

Due to the type of street classification, Commission approval is required.

FISCAL IMPACT:

REVIEWED BY: _____
Finance Director

ATTACHMENTS:

Map of Street Closure
Permit Application
Resolution 2016-35

RECOMMENDATION:

Motion to approve Resolution 2016-35

Department Head

James R. Williams

City Manager



300 ft



City of Lovington
Street Event/Block Party Permit Application

| APPLICANT INFORMATION | |
|--|--------------------|
| Name | David Soto |
| Street Address | E |
| City | |
| E-mail | DSoto112@gmail.com |
| Mobile Telephone* | 623-340-2224 |
| *Applicant must maintain access to this number on the event date | |

| STREET EVENT/BLOCK PARTY DESCRIPTION | |
|--|---|
| Event Name | Drama Outreach |
| Event Date | June 10 th & 11 th 2016 |
| Start Time (including set-up) | 7pm |
| End Time (including clean-up) | 9pm |
| Description of event, including proposed street closures: New Life Drama Company from Scottsdale Arizona will use Drama to present message of hope. Guest Hobbs First Assembly will also present - music, and skits to encourage hope. Live Street N. corner and S. corner blocked please see attached google map | |
| Amplified sound or other activity description including the use of inflatable/play equipment: • Sound System • County Stage • mics, chords, guitars, drums, sound board • No Inflatable / play equipment | |

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

APPLICANT AFFIDAVIT

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

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

David E. Sisk
Signature of Applicant

April 29, 2016
Date

| | | | |
|-----------------------------------|---------------------|--------------------|------------------------|
| Received By | <u>Anna Quarney</u> | Date/Time Received | <u>5/3/16 - 2:30pm</u> |
| Street Department Approval | | Date | |
| Fire Department Approval | | Date | |
| Police Department Approval | | Date | |
| City Manager Approval | | Date | |
| Commission Approval (if required) | | Date | |

Site Plan:

Name of Event:

Guest: Sat. June 11th at 7pm New Life Drama Team from Scottsdale Arizona will present life changing Skits

Guest : Hobbs Assembly of God Youth Ministry will present Drama with powerful life changing message

Other guest to include: testimonies, special music etc...

Time of Event:

Friday 7pm end time 9pm

Saturday 7pm end time 9pm

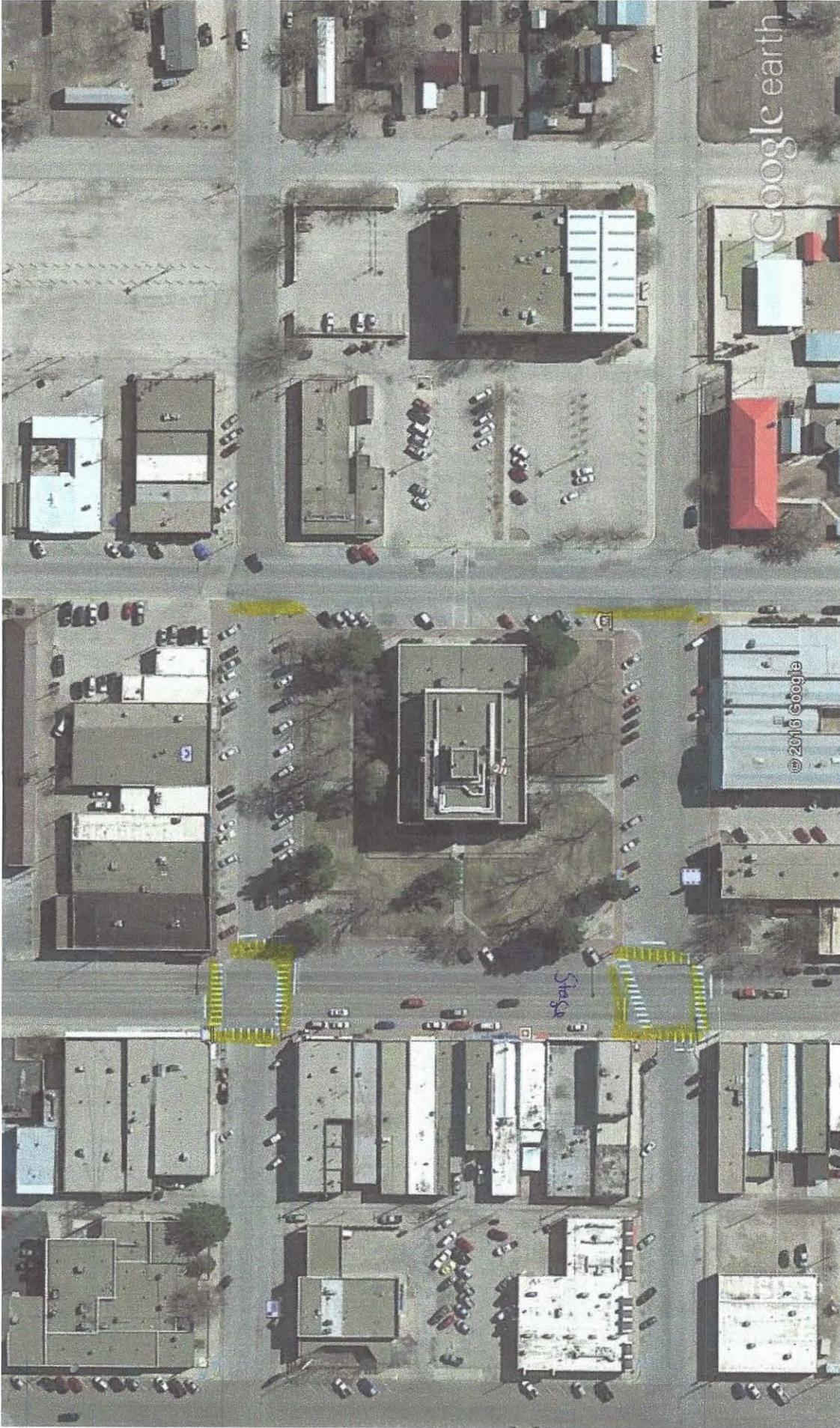
Map indicates area's to be closed

County Stage on N. end of Love Street just passed the Court House

To include:

1. Sound equipment (on the Stage)
2. 20 -50 Chairs in front of stage
3. Sound board south of stage

4. Generator N. of Stage
5. Porta Potties South end of love next to museum Please see(Google map)



Google earth

feet
meters

800

200



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

RESOLUTION 2016-35

RESOLUTION FOR TEMPORARY STREET CLOSURE FOR EVENT

WHEREAS, New Life Drama Company has submitted a permit application to the City of Lovington for a temporary closure of a portion of Love Street from Central Avenue to Washington Avenue; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Lovington City Commission that the New Life Drama Company street closure permit is approved for the temporary closure of Central Avenue between an area east of the Lea Theatre to Love Street, Washington Avenue from Main Street to Love Street, and Love Street between Washington Avenue and Central Avenue beginning June 10, 2016 at 7:00 p.m. and ending on June 11, 2016 at 9:00 p.m

DONE THIS 9TH DAY OF MAY, 2016 at

City of Lovington
New Mexico

Paul Campos, Mayor

ATTEST:

Carol Ann Hogue, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: May 9, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Accounts Payable
DEPARTMENT: Finance Department
SUBMITTED BY: Gary Lee Chapman, Finance Director
DATE SUBMITTED: May 5, 2016

STAFF SUMMARY:

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

FISCAL IMPACT:

REVIEWED BY: Gary Lee Chapman
Finance Director

See Accounts Payable Detail

ATTACHMENTS:

Accounts Payable - General Fund
Accounts Payable - Utilities Fund

RECOMMENDATION:

Motion to approve Accounts Payable

Gary Lee Chapman
Department Head

James R. Williams
City Manager

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - General
From 5/1/2016 Through 5/30/2016

101 - General Fund

| Vendor Name | Dept Code | Current Balance |
|--------------------------------|-----------|-----------------|
| America Supply, LLC | | 225.97 |
| American Library Sales | | 916.92 |
| American Medical Group, Inc | | 1,234.75 |
| Apache Sales, Inc. | | 12.29 |
| Art's D.O.T & Safety Lovington | | 85.50 |
| Atco International | | 220.00 |
| BeGeo Investment LLC | | 172.50 |
| Benchmark | | 116.18 |
| Blaine Industrial Supply | | 704.36 |
| Bob's Thriftway | | 300.94 |
| Brenda Taylor, Lifeguard Inst. | | 125.00 |
| Brodart-McNaughton Inc. | | 966.00 |
| C & S Motor Parts Co. | | 182.75 |
| Cactus Junction | | 192.00 |
| California Cont. Supplies, Inc | | 119.98 |
| Center Point Large Print | | 40.14 |
| Certified Laboratories | | 193.09 |
| CW Associates Consulting LLC | | 30.00 |
| Demco Inc. | | 1,101.79 |
| EDC Educational Services | | 286.05 |
| Farmer Brothers Company | | 26.79 |
| Gale/Cengage Learning | | 1,747.35 |
| Galls/Quartermaster | | 43.00 |
| Gebo Credit Corporation | | 244.90 |
| Gempler's, Inc | | 174.50 |
| Haarmeyer Electric | | 245.00 |
| Heidel, Samberson, Newell ,Cox | | 8,618.61 |
| Higginbotham-Bartlett Co. | | 3,564.92 |
| High Plains Refrigeration, Inc | | 256.36 |
| Hobbs News-Sun | | 54.39 |

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - General
From 5/1/2016 Through 5/30/2016

| | |
|--------------------------------|----------|
| IAPE | 50.00 |
| In The Swim | 1,046.47 |
| Justice Towing and Recovery | 605.96 |
| K & K Products, Inc | 34.00 |
| Kid's Reference Company, Inc. | 199.91 |
| Kleen-Tech Services Corp. | 7,554.66 |
| Lea County Board of Commission | 3,477.82 |
| Lovington Auto Supply | 113.47 |
| Lovington Leader | 60.06 |
| Lovington Tire Service, Inc. | 31.92 |
| Lovington Veterinary | 30.00 |
| MailFinance | 1,015.50 |
| Master Printers | 375.00 |
| New Mexico Junior College | 1,500.00 |
| OCLC, Inc. | 220.86 |
| P & D Petroleum, Inc | 7,261.26 |
| Premier Electric | 85.80 |
| Pro Vision Video Systems | 4,656.99 |
| Pro-Treat Power Equipment | 935.47 |
| Recorded Books LLC | 266.67 |
| Reid Insurance Group, Inc. | 70.00 |
| Robert's Anesthesia Repair LLC | 499.80 |
| Roberts Oil & Lube | 169.50 |
| Share Corporation | 213.55 |
| SHOPKO Hometown | 51.93 |
| Staples | 127.71 |
| Staples Advantage | 2,502.92 |
| Strong Electric | 6,302.54 |
| SWAT, LLC | 636.71 |
| Symbol Arts | 95.00 |
| TDS | 7.42 |
| TechVisions, LLC | 515.85 |

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CMeeting - General
 From 5/1/2016 Through 5/30/2016

| | |
|--------------------------------|----------|
| The Radar Shop Inc | 2,319.00 |
| TransUnion Risk and Alternativ | 53.00 |
| Tyler Technologies | 1,046.26 |
| Unifirst Corp. | 176.88 |
| Valentine Auto Service | 5,330.11 |
| W-H-B, Inc. | 275.00 |

| | |
|----------------|------------------|
| Report Balance | <u>72,117.03</u> |
|----------------|------------------|

| Payee | Transaction Description | Check Amount |
|----------------|---|--------------|
| Arthur Sanchez | Finance-Reimb for trip to Albuq NM | 105.90 |
| Arthur Sanchez | City Commission Meetings for Jan. - March, 2016 | 197.10 |
| AT&T Mobility | Gen-Cellular Phone bill 3/16 | 1,440.48 |
| Brandon Walker | Police-Reimb for B Walker to Albuq NM for Training Hotel | 235.43 |
| Brandon Walker | Police-Reimb for meals for Training Abuq | 34.11 |
| Danny Reynolds | Finance-Reimb 2 Cases black Sausage free dump day 2016 | 60.00 |
| Danny Reynolds | Cemetery- Reimb for Charger | 13.84 |
| Hobbs News-Sun | Police-Police Adv | 207.48 |

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CMeeting - General
 From 5/1/2016 Through 5/30/2016

| | | |
|-------------------------------|--|-----------|
| J & M Displays | Legislative-2016 July 4th Fireworks display | 4,500.00 |
| Lea County Electric | Gen-Electric Bill for 3/16 | 21,229.99 |
| Lea County Treasurer | Judicial-Inmate Housing For Mar 2016 | 2,685.50 |
| LEACO | Gen-Internet for April 2016 | 446.14 |
| Lovington Chamber of Commerce | Lodgers Tax- Reimb/Marketin g Marterial Lovington guide to eve | 310.99 |
| Nancy Marquez | Police-Reimb meals Martinez/Marqu ez Evidence Meeting 4.19.16 | 48.35 |
| New Mexico Gas Company | Gen-Utility Gas Bill 4/16 | 484.69 |
| New Mexico Municipal League | Animal Control- P&Z Registration for 6 For Semi | 925.00 |
| P & D Petroleum, Inc | Annual Confer Senior Center- Fuel | 147.87 |
| Phillips 66 Co. | Gen-Fuel On Credit Card 3/16 | 304.71 |
| Shell Oil Co. | Gen-Fuel Credit Card Bill 3/16 | 91.33 |

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeting - General
 From 5/1/2016 Through 5/30/2016

| | | |
|------------------------|------------------|----------|
| Staples | Police-Office | 151.92 |
| | Supplies | |
| Staples | Staples- Office | 550.99 |
| | Supplies | |
| Staples | Vet/Animal | 24.99 |
| | Control-Office | |
| | Supplies | |
| Trey's Plumbing | Parks-Splash | 589.88 |
| | Pad | |
| | Labor/Material | |
| | install sewer | |
| | line at nark | |
| Tyler Technologies | Judicial- | 7,287.55 |
| | Conversion | |
| | Workshop | |
| | Onsite Support | |
| Valentine Auto Service | Police-Engine | 5,270.00 |
| | Assembly for | |
| | Unit 7 | |
| Visa | Visa 8621 2/16- | 12.75 |
| | Finance-Short | |
| | Paid Last | |
| | Statement | |
| Visa | Visa 0999 | 168.99 |
| | Police 2/16 Post | |
| | office 4 | |
| | times/Binders/B | |
| | usiness Cards | |
| | for J Hay/Cactus | |
| | Junction | |
| | Uniforms | |
| Visa | Visa 9942 JW | 2,568.96 |
| | 2/16 Youth | |
| | Center Lowes | |
| | Steel | |
| | Cabinet/Walmar | |
| | t PS4 | |
| | Games/Shopko | |
| | HDTV Games | |

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeeing - General
 From 5/1/2016 Through 5/30/2016

| | | |
|-------------------------|--|----------|
| Visa | Visa 9942 JW 2/16- NMAEMSE Membership/Bo b purchase for Olvnniad | 66.73 |
| VISA | Visa 9942 Jw 2/16- Fuel/Meals/Hote l for J Williams in Albna/Ruidosa | 554.65 |
| Visa 9280 G Chapman | Visa 9280 GC 3/16-Recreation Paint Striper/White Paint/Pool Privacy screen fencing | 2,248.40 |
| VISA-0619 Wyatt | Visa 0619 WD 3/16 G-Planning and Zoning Business Cards for Crystal Ball | 24.72 |
| VISA-1237 New Travel #3 | Visa 1237 New Trv #3 2/16- Police Neve's uniforms | 35.94 |
| VISA-1260 | Fire-Visa 1260 2/16 5 Calculators/Iron from Shopko | 50.40 |
| Windstream | Finance-EDC Phone 3/16 | 188.39 |
| Windstream | Finance-Phone Bill for 3/16 Chamber | 205.96 |

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - General
From 5/1/2016 Through 5/30/2016

| | | |
|--------------|---------------------------------|-------------------|
| Windstream | Gen-Phone Bill 3/16 | 4,854.24 |
| Windstream | Finance-Main Phone Bill 4/16 | <u>137.26</u> |
| Report Total | | <u>130,578.66</u> |

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - Water
From 5/1/2016 Through 5/30/2016

505 - Water & WasteWater

| <u>Vendor Name</u> | <u>Current Balance</u> |
|-------------------------------|------------------------|
| A & L Plains Agricultural Lab | 450.00 |
| Art's D.O.T & Safety | 48.26 |
| ASCO | 2,329.34 |
| Atco International | 995.75 |
| Burger Builders | 96.40 |
| California Cont. Supplies, | 719.82 |
| Cardinal Laboratories | 117.49 |
| Certified Laboratories | 410.31 |
| Copies, Inc. | 415.71 |
| Culligan Water Conditioning | 24.50 |
| Dana Kepner Co. | 4,071.58 |
| DPC Industries Inc. | 70.00 |
| Farmer Brothers Company | 37.30 |
| Gebo Credit Corporation | 59.98 |
| General Welding Supply | 57.00 |
| Haarmeyer Electric | 606.82 |
| Higginbotham-Bartlett Co. | 1,170.73 |
| Industrial Muncipal | 2,356.62 |
| Larry Mahan's Paint & Body | 227.07 |
| Lovington Auto Supply | 379.70 |
| MailFinance | 1,015.50 |
| Mid-American Research | 393.06 |
| Odessa Pumps & | 1,365.00 |
| P & D Petroleum, Inc | 2,045.16 |
| Patriot Pipe & Supply LTD | 261.25 |
| PBMaterials DBA Wallach | 401.00 |
| Polydyne Inc. | 504.00 |
| Pro-Treat Power Equipment | 315.76 |

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeeting - Water
 From 5/1/2016 Through 5/30/2016

| | |
|-----------------------------|--------|
| SHOPKO Hometown | 55.92 |
| Stanley Convergent Security | 380.40 |
| Staples Advantage | 675.05 |
| Swat, LLC | 660.42 |
| Unifirst Corp. | 306.44 |
| USA Bluebook | 168.65 |
| Valentine Auto Service | 473.29 |

| | |
|----------------|------------------|
| Report Balance | <u>23,665.28</u> |
|----------------|------------------|

| | Transaction | |
|------------------------|---|--------------|
| Payee | Description | Check Amount |
| AT&T Mobility | Water-Cellular Phone Bill 3/16 | 687.73 |
| Energy Electrical | WasteWater-Short Paid invoice | 22.19 |
| Lea County Electric | Water-Electric Bill for 3/16 | 21,698.15 |
| LEACO | Water-Internet for April 2016 | 264.81 |
| New Mexico Gas Company | Water-Utility Gas Bill New Water yard 4/16 | 111.26 |
| New Mexico Gas Company | Water-Utility Gas Bill for 4/16 | 181.81 |
| Staples | Water-HP Office Pro 6 Printer | 99.99 |
| Visa | Visa 9934 3/16 W CAH-Solid Waste Paypal Training NM Recycle For Carl Weaver | 299.00 |

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - Water
From 5/1/2016 Through 5/30/2016

| | | |
|-----------------------------------|--|------------------|
| VISA-0619 Wyatt | Visa 0619 WD 3/16- Public Works- Meals/Hotel/fuel for W Duncan in Albuq | 118.85 |
| Waste Management of New Mexico | Solid Waste- Rolloffs Mar 2016 | 13,262.69 |
| Windstream | Water-Phone Bill 3/16 | 327.08 |
| Windstream | WasteWater-Internet for Scada for April 2016 | <u>61.49</u> |
| Report Total | | <u>60,800.33</u> |