

**REGULAR MEETING OF THE CITY COMMISSION
MONDAY, JULY 27, 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 Clerk Carol Ann Hogue, City Planner Merideth Hildreth and Administrative Assistant Anna Juarez

Invocation: Commissioner Bengé gave the invocation

Pledge of Allegiance: Commissioner Bengé led the pledge

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

Approval of the Regular Meeting Minutes of July 13, 2015 and Special Called Meeting Minutes of July 20, 2015: Mayor Gandy called for a motion. Commissioner Trujillo so moved to approve the regular minutes of July 13, 2015 and Special Called Meeting Minutes of July 20, 2015; Commissioner Campos seconded. Roll call was taken: Commissioner Butcher – Yes, Commissioner Trujillo – Yes, Commissioner Campos – Yes, Commissioner Bengé – Yes, and Mayor Gandy – Yes.

COMMISSIONER AND STAFF REPORTS:

- Mayor Gandy asked why flashing sign on 11th and H street is missing; Water Supervisor Duncan responded, signs are taking down for the summer due to vandalism
- Commissioner Bengé stated there have been lots of complaints on fireworks display, citizens were irritated with fireworks season, and suggested looking at hours allowed for fireworks to be fired
- City Manager Williams stated:
 - August 13 in Artesia, New Mexico Main Street is having annual conference; City of Lovington Main Street will be receiving some awards; registration is required
 - Lea County Environmental will be spraying tonight; weather dependent

- City of Lovington will be closing on Hold Harmless Gross Receipt Bonds on August 4, 2015; City of Lovington will be able to start work on a lot of the projects that were identified for the series of bonds
- Code Enforcement Laura Brock is working on updating and provide recommendation for Animal Code ordinance to bring up to compliance with **what** current State Laws **recognizes; ordinance** will be reviewed by Commissioners

ACTION ITEMS:

Public Hearing Regarding City ADA Transition Plan: Mayor Gandy Open Public Hearing at 5:36 p.m. for public comments: Dave Rowser asked what is ADA? Assistant City Manager Cobb responded American Disability Act is a transition plan will help to identify all intersections of town, all the **areas that** should have handicap accessibility and every year City will have a plan to finance improvements and eventually all new and existing **streets** will be ADA compliance; this is designed to take care of all existing streets and intersections. Public hearing closed at 5:38 p.m.

Consider Approval of Resolution 2016-66: Approval of Lea County Alcohol and Gaming Special Dispenser Permit Application for the Lea County Fair & PRCA Rodeo: Mayor Gandy called for a motion. Commissioner Campos so moved to consider resolution 2015-66: Approval of Lea County Alcohol and Gaming Special Dispenser Permit Application for the Lea County Fair & PRCA Rodeo; Commissioner Butcher seconded. City Manager Williams addressed Commissioners of approving permit for Baja Grill to serve alcohol at the Fair and Rodeo Beer Garden. There being no further discussion, a roll call was taken: Commissioner Butcher – Yes, Commissioner Trujillo – Yes, Commissioner Bengé – Yes, Commissioner Campos – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Resolution 2015-67: Approval of City of Lovington Annual Membership in the Southeastern New Mexico Economic Development District/Council of Governments for FY 2015-2016: Mayor Gandy called for a motion. Commissioner Trujillo so moved to consider resolution 2015-67: approval of City of Lovington Annual Membership in the Southeastern New Mexico Economic Development District/Council of Governments for FY 2015-2016; Commissioner Bengé seconded. City Manager Williams addressed Commissioners of approval of agreement which is required to be renewed each fiscal year per state statute. There being no further discussion, a roll call was taken: Commissioner Campos – Yes, Commissioner Bengé – Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Resolution 2015-68: 4th Quarter Financial Report: Mayor Gandy called for a motion. Commissioner Butcher so moved to consider resolution 2015-68: 4th quarter financial report; Commissioner Trujillo seconded. Finance Director Chapman addressed Commissioners of 4th Quarter report required by the DFA; reports show completed budget and revenue expenditures. Finance Director Chapman stated report

reconsolidates revenue expenditures and ending cash balance that will be used for City's next fiscal year. Finance Director Chapman and Commissioner Campos discussed clerical error changes and the reporting of reclassifying funds to match auditor's projection of financial statement. There being no further discussion, a roll call was taken: Commissioner Trujillo – Yes, Commissioner Campos – Yes, Commissioner Bengé – Yes, Commissioner Butcher – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Resolution 2015-69: 2014-2015 Budget Amendments: Mayor Gandy called for a motion. Commissioner Butcher so moved to consider resolution 2015-69: 2014-2015 Budget Amendments; Commissioner Trujillo seconded. Finance Director Chapman addressed the Commissioners of complying with ordinance the City has to bring annual budget to match annual expenditures. Finance Director Chapman, Commissioners, and Staff discussed increase in expenditures due to unexpected hail damage and carryover of 9th street reconstruction project. There being no further discussion, a roll call was taken: Commissioner Butcher – Yes, Commissioner Bengé – Yes, Commissioner Campos – Yes, Commissioner Trujillo – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Resolution 2015-70: Final Budget Adoption FY 2015-2016: Mayor Gandy called for a motion. Commissioner Trujillo so moved to consider resolution 2015-70: Final Budget Adoption FY 2015-2016; Commissioner Butcher seconded. Finance Director Chapman addressed Commissioners of Summary of Budget Changes made from original budget; detailed by item, fund, and department. City Manager Williams stated the biggest increase in general liability is due to automobile insurance, but City did receive 18% credit; credit is due to policies Commission has approved, which has reduced accident and reduction in amount of claims which have been paid out. Increase in insurance fee is due to growth in City's budget and amount of police officers and vehicles. City Manager Williams stated communications tower project has been moved to this fiscal year and some redistribution to split cost of auditing and insurance fees between different funds were detailed in the summary of budget changes report. There being no further discussion, a roll call was taken: Commissioner Bengé – Yes, Commissioner Butcher – Yes, Commissioner Trujillo – Yes, Commissioner Campos – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Resolution 2015-71: Approval of Tate Branch Street Closure Permit: Mayor Gandy called for a motion. Commissioner Trujillo so moved to consider resolution 2015-71: approval of Tate Branch Street closure permit; Commissioner Butcher seconded. City Manager Williams addressed Commissioners of Tate Branch Dodge annual Sales event at Gibson's parking lot; an application has been submitted to temporarily close South Love Street between Avenue O and East Avenue R on August 8, 2015 from 8:00 a.m. to 6:00 p.m. The dealership will be utilizing the First Assembly parking lot and will be applying for special vendor permit. There being no further discussion, a roll call was taken: Commissioner Campos – Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Bengé – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Resolution for zone change from Zone C – Commercial to Zone A – Single Family at 102 East Madison Avenue, Lovington, New Mexico: Mayor Gandy called for a motion. Commissioner Campos so moved to consider resolution for zone change from Zone C – Commercial to Zone A – single family at 102 East Madison Avenue, Lovington, New Mexico; Commissioner Trujillo seconded. Assistant City Manager Cobb addressed Commissioners of item discussed in Planning and Zoning Commission meeting on July 14, 2015; Commission denied request because it is not in components with City’s 2003 Comprehensive Plan, City zoning ordinance and City’s new comprehensive plan that was recently adopted. Commissioner Trujillo stated Ms. Stroh agrees with Planning and Zoning recommendation and has another alternative for current situation. Commissioner Trujillo amended motion to accept Planning and Zoning recommendation to deny request for zone change from Zone C – Commercial to Zone A – single Family at 102 East Madison Avenue, Lovington, New Mexico; Commissioner Campos seconded. There being no further discussion, a roll call was taken: Commissioner Trujillo – Yes, Commissioner Bengé – Yes, Commissioner Campos – Yes, Commissioner Butcher – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Resolution for street vacation for a portion of East Jackson Avenue between Eddy Street and Chaves Street: Mayor Gandy called for a motion. Commissioner Trujillo so moved to consider resolution for street vacation for a portion of East Jackson Avenue between Eddy Street and Chaves Street; Commissioner Campos seconded. City Manager Williams addressed Commissioners of owner to South is requesting for the undeveloped but platted street of East Jackson be vacated; when a property is vacated, property is split; however there are public utilities present. City Manager Williams stated Planning and Zoning listened to request and denied request for street vacation. Owner, Victor Lopez, was not present. Water Supervisor Duncan stated there is a main 16 inch water line that runs east to west and this line is a main line that feeds the west side of town. Assistant City Manager Williams stated during Planning and Zoning members discussed a need for general longevity with streets; to consider looking at future development and accessibility before vacating streets. Commissioner Trujillo amended motion to accept Planning and Zoning recommendation to deny request for street vacation for a portion of East Jackson Avenue between Eddy Street and Chaves Street; Commissioner Campos seconded. There being no further discussion, a roll call was taken: Commissioner Bengé – Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Campos – Yes, and Mayor Gandy – Yes. Motion was approved

Consider Resolution for replat of a 1.38 acre parcel of land located at Lot 7, Block 28, College Addition to the City of Lovington, New Mexico: Mayor Gandy called for a motion. Commissioner Trujillo so moved to consider resolution 2015-72 for replat of a 1.38 acre parcel of land located at Lot 7, Block 28, College Addition to the City of Lovington, New Mexico; Commissioner Butcher seconded. City Planner Hildreth addressed Commissioners of owner Daniel Valdez is requesting to subdivide parcel of land located on Eddy Street, between Madison and Jefferson into 5 lots. City Planner Hildreth stated owner is dedicating a 25 foot alley way on his property and dedicating

40 feet of Eddy Street. Commissioner Bengé asked if this will help in cleaning up this area; City Planner Hildreth stated it will clean up this block. City Planner Hildreth stated final plat intent is to request vacation of inside 40 foot strip; property is 200 feet deep, owner has room for a 25 foot easement and 40 foot right away which will make lots 135 feet deep. Assistant City Manager Cobb stated surveyors Chad Harcrow and Robert Fierro are aware of situation; all utilities are on property owner Valdez and on Eddy Street there is a 80 feet of right away which is on owner Valdez portion. Daniel Valdez stated let's do it right and clear it up. Assistant City Manager Cobb stated this is a preliminary plat, once all utilities are developed; plan will come back at that time street and alley easement will be dedicated. 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 Accounts Payable: Mayor Gandy called for a motion. Commissioner Bengé so moved to approve the accounts payable; Commissioner Trujillo second. There being no further discussion, a roll call was taken: Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Bengé – Yes, Commissioner Campos – Yes, and Mayor Gandy – Yes. Motion was approved.

PUBLIC COMMENT:

Carolyn Selby addressed Commissioners concerns with Waste Management due to broken trash can, trash not picked up, and trash all over town when Waste Management leaves it behind. Mrs. Selby asked Commissioners to fix it.

ADJOURNMENT: There being no further business the meeting adjourned at 6:18 p.m.

APPROVED: _____
SCOTTY GANDY, MAYOR

ATTEST: _____
CAROL ANN HOGUE, CITY CLERK

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 10, 2015



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Discussion of 2017 - 2021 ICIP
DEPARTMENT: Executive
SUBMITTED BY: Jared Cobb, Assistant City Manager
DATE SUBMITTED: August 4, 2015

STAFF SUMMARY:

Staff have prepared a summary of the projects listed in the 2017 - 2021 ICIP. We are requesting that the Commission review the list of projects, add any additional projects you deem necessary, as well as rank the projects, per year, by priority. During the next two Commission meetings, we will have a public hearing item listed on the agenda so we may also obtain public input. Final adoption of the ICIP will be scheduled for September 14th.

The purpose of the ICIP is to provide the legislature information for potential Capital Outlay appropriations. In addition, the items listed in the ICIP are eligible for expenditures from the Capital Improvement Fund. Several projects previously listed on the ICIP have been removed as they are being funded by the 2015 HHGRT Bond Series. Staff have submitted a list of the projects funded by the current bond series and a list of potential projects for future bond series.

FISCAL IMPACT:

REVIEWED BY: Gary Lee Chapman
(Finance Director)

See ICIP and Bond Series detail.

ATTACHMENTS:

ICIP listing
Bond Issues

RECOMMENDATION:

Information only.

Department Head

James R. Williams
City Manager

2017-2021 ICIP

| Year | Rank | Project Title | Est. Cost |
|-------------|-------------|---|------------------|
| 2017 | | Replace Water Meters | 1,080,000 |
| 2017 | | Industrial Park/Infrastructure Expansion | 2,300,000 |
| 2017 | | Reconstruct N. Commercial Bypass - Phase 2 | 1,000,000 |
| 2017 | | Reconstruct McAlister Street | 241,560 |
| 2017 | | Lovington Sports Complex | 800,000 |
| 2017 | | Remodel Water Office Building | 280,000 |
| 2017 | | Water Rights/Well Construction | 6,000,000 |
| 2017 | | Evidence Storage and Impound Lot | 150,000 |
| 2017 | | Purchase Aerial Fire Apparatus | 975,000 |
| 2017 | | Develop Southwest Neighborhood Park | 150,000 |
| 2017 | | Lea Theatre Rehabilitation | 1,474,000 |
| 2017 | | Downtown Multi-Use Trail | 935,340 |
| 2017 | | Central Plaza (Washington Avenue) - Phase 2 | 610,000 |
| 2018 | | Chaparral Park Amphitheater | 250,000 |
| 2018 | | Repair Chaparral Park Fountain and Stream | 287,500 |
| 2018 | | Library Facility Updates | 200,000 |
| 2018 | | Apparatus Bay Exhaust System | 250,000 |
| 2018 | | Replace Structure Fire Unit | 400,000 |
| 2018 | | Replace Fire Rescue Vehicle | 185,000 |
| 2018 | | Reconstruct Avenue R - Commercial to Main | 599,878 |
| 2018 | | Reconstruct Adams St. - Main to Love | 107,450 |
| 2018 | | Wastewater Front End Loader | 250,000 |
| 2019 | | Fire Station Construction | 1,320,000 |
| 2019 | | Reconstruct N. 17th Street - Phase 2 | 2,250,000 |
| 2019 | | Reconstruct Washington Ave. - Love to East | 130,475 |
| 2019 | | Reconstruct Central Ave. - Main to 9th | 1,051,475 |
| 2019 | | Replace Structure Fire Apparatus (County) | 400,000 |
| 2019 | | Build 3MG Water Storage Tank | 3,535,000 |
| 2019 | | Screw Press for Sludge | 270,000 |
| 2019 | | Central Plaza - Phases 3-5 | 1,215,354 |
| 2020 | | WWTP Plant Addition | 80,500 |
| 2020 | | Reconstruct Jefferson Ave. - 13th to 17th | 399,100 |
| 2020 | | Replace Wildland Fire Units | 225,000 |
| 2021 | | Rebuild Lift Stations #3 and #5 | 67,000 |

| | | |
|------|---|-----------|
| 2021 | Reconstruct Urlacher St. - 9th to Apts. | 571,020 |
| 2021 | Remodel Dispatch Facility | 37,500 |
| 2021 | Replace Fire Department SCBAs | 210,000 |
| 2021 | WWTP Parking Lot | 20,000 |
| 2021 | Water Department Backhoe | 120,000 |
| 2021 | WWTP SRT Solar Dryer | 1,000,000 |
| 2021 | Extension of 13th Street from Jefferson to Avenue D | 1,100,000 |
| 2021 | Senior Center capital outlay project? | |

Future Bond Issues

| 2015 Bond | City | Grants | Total |
|---|------------------|------------------|------------------|
| Chaparral Park Irrigation System | 678,900 | 150,000 | 828,900 |
| N. 17th Street - Phase 1 | 894,001 | 290,000 | 1,184,001 |
| N. Commercial Street - Phase 1 | 1,077,099 | - | 1,077,099 |
| Chaparral Park Splash Pad | 200,000 | - | 200,000 |
| Chaparral Park Playground Equipment | 200,000 | - | 200,000 |
| Streets hot patch trailer | 80,000 | - | 80,000 |
| Fire Station Design | 60,000 | 100,000 | 160,000 |
| | 3,190,000 | 540,000 | 3,730,000 |
| | | | |
| 2017 Bond | City | Grants | Total |
| Downtown Trail | 467,670 | 467,670 | 935,340 |
| N. Commercial Street - Phase 2 | 700,000 | 300,000 | 1,000,000 |
| Central Plaza (Washington Avenue) - Phase 2 | 196,976 | 413,024 | 610,000 |
| Central Plaza (Pocket Park) - Phase 3 | 500,000 | - | 500,000 |
| Central Plaza (Main Avenue) - Phase 4 | 500,000 | - | 500,000 |
| Central Plaza (Love Street) - Phase 5 | 215,354 | - | 215,354 |
| Chaparral Park Amphitheater | 250,000 | - | 250,000 |
| | 2,830,000 | 1,180,694 | 4,010,694 |
| | | | |
| 2019 Bond | City | Grants | Total |
| N. 17th Street - Phase 2 | 1,750,000 | 500,000 | 2,250,000 |
| Fire Station Construction | 1,600,000 | 400,000 | 2,000,000 |
| | 3,350,000 | 900,000 | 4,250,000 |

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 10, 2015



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Lea County Museum Annual Report
DEPARTMENT: Lea County Museum
SUBMITTED BY: Jim Harris, Director
DATE SUBMITTED: August 4, 2015

STAFF SUMMARY:

Jim Harris will present the annual report for the Lea County Museum.

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: _____

TYPE: **RESOLUTION** **ORDINANCE** **PROCLAMATION** **INFORMATION** **OTHER ACTION**

SUBJECT:
DEPARTMENT:
SUBMITTED BY:
DATE SUBMITTED:

STAFF SUMMARY:

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

ATTACHMENTS:

RECOMMENDATION:

Department Head

City Manager

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 10, 2015



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Resolution 2015-64: ADA Transition Plan
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: August 6, 2015

STAFF SUMMARY:

Staff have completed the required Citywide ADA Transition Plan. Two previous public comment periods were conducted and no comments for changes to the plan have been received. Staff will be present to address questions or concerns at this meeting.

Resolution 2015-64 will adopt this plan as presented. A copy of this plan is available on the City website and will be placed on the Commission Dropbox Folder for your review.

FISCAL IMPACT:

See plan details.

REVIEWED BY: _____

(Finance Director)

ATTACHMENTS:

Resolution 2015-64

RECOMMENDATION:

Motion to adopt Resolution 2015-64.

Department Head

James R. Williams

City Manager

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

RESOLUTION 2015-64

A RESOLUTION ADOPTING A CITYWIDE ADA TRANSITION PLAN

WHEREAS, the Americans with Disabilities Act (ADA) of 1990 is a Federal Civil Rights Legislation which mandates non-discrimination to persons with disabilities; and

WHEREAS, the adoption and implementation of an ADA Transition Plan is required for the City to be eligible for reimbursement from and application to State and Federal transportation grants; and

WHEREAS, the City believes that implementing an ADA Transition Plan will improve the quality of life and enjoyment of our community by our citizens and visitors; and

WHEREAS, the City has developed a Transition Plan by conducting an evaluation of the accessibility by persons with disabilities on its roads and highways, identified issues of accessibility that need to be addressed, and creating program, policy, and ordinance changes to make ADA improvements on the City's roads and highways; and

WHEREAS, public review and input regarding this plan has been received by the Lovington City Commission.

NOW, THEREFORE, BE IT RESOLVED that the City Commission adopts the 2015 ADA Transition Plan for the City of Lovington and directs City staff to begin utilizing the strategies identified within the document.

DONE THIS 10TH DAY OF AUGUST, 2015.

Scotty Gandy, Mayor

ATTEST:

Carol Ann Hogue, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 10, 2015



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Resolution 2015-73: MAP Agreement
DEPARTMENT: Executive
SUBMITTED BY: Jared Cobb, Assistant City Manager
DATE SUBMITTED: August 4, 2015

STAFF SUMMARY:

Staff have prepared Resolution 2015-73 for Commission approval. This resolution will accept the \$200,000 in NMDOT Municipal Arterial Grant (MAP) funding that will be utilized to pay for a portion of the design and reconstruction of North 17th Street Phase I. Phase I will include the section of 17th Street from Avenue D to West Jefferson.

FISCAL IMPACT:

REVIEWED BY: Gary Lee Chapman
(Finance Director)

TOTAL GRANT: \$266,667

MAP Share: \$200,000

City Share: \$66,667

ATTACHMENTS:

Resolution 2015-73
MAP Agreement

RECOMMENDATION:

Motion to approve Resolution 2015-73

Department Head

James R. Williams
City Manager

RESOLUTION NO. 2015-

**A RESOLUTION OF THE CITY OF LOVINGTON, NEW MEXICO
PARTICIPATION IN A MUNICIPAL ARTERIAL PROGRAM (MAP) ADMINISTERED BY THE NEW
MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the City of Lovington and the New Mexico Department of Transportation have entered into a joint and coordinated effort; and

WHEREAS, the total cost of the project will be \$266,667 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or 200,000

and

b. City of Lovington's proportional matching share shall be 25% or \$66,667.

City of Lovington shall pay all costs, which exceed the total amount of \$266,667.

NOW, THEREFORE, BE IT RESOLVED, in official session of the governing body of the City of Lovington, New Mexico that:

1. The project for this agreement is adopted and has a priority standing.
2. The agreement terminates on June 30, 2017 and the City of Lovington incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
3. The City of Lovington enters into agreement for Project No. MAP-7625(913), Control No. L200313 with the New Mexico Department of Transportation for Municipal Arterial Program 2015 – 2016 to plan, design, and construct North 17th Street beginning at Avenue D and terminating at Jefferson Avenue within the control of the City of Lovington in Lea County, New Mexico.

APPROVED THIS 10th DAY OF AUGUST 2015.

SCOTTY GANDY, MAYOR

CAROL ANN HOGUE, CITY CLERK

Contract No. _____
Vendor No. 0000054447
Project No. MAP-7625(913)
Control No. L200313

MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2015, between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** ("Department") and the **City of Lovington** ("Public Entity").

In consideration of the covenants contained herein and pursuant to Sections 67-3-28 and 67-3-28.2 NMSA 1978 and Commission Policy No. 44-12, THE PARTIES AGREE AS FOLLOWS:

SECTION ONE – PURPOSE:

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage and Misc. Improvements**. This Project shall be referred to interchangeably as "Project" or "Project Control No. **L200313**." The Project is a joint and coordinated effort for which Department and the Public Entity each have authority or jurisdiction. This Agreement shall specify and delineate the rights and duties of the parties hereto.

SECTION TWO – PROJECT FUNDING BY PARTIES:

1. The total estimated cost for Project Control No. **L200313** is **Two Hundred Sixty Six Thousand Six Hundred Sixty Six Dollars and No Cents (\$266,667)** to be funded in proportional share by the Parties as follows:

- | | |
|---|------------------|
| a. <u>Department’s 75% share shall be</u> | \$200,000 |
| Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage and Misc. Improvements | |
| b. <u>The Public Entity’s 25% match share shall be</u> | \$66,667 |
| For the purpose stated in Section One. | |
| c. <u>The Total Estimated Project Cost</u> | \$266,667 |

2. The **Public Entity** shall pay all Project costs, which exceeds **Two Hundred Sixty Six Thousand Six Hundred Sixty Six Dollars and No Cents (\$266,667)**.

SECTION THREE – THE PUBLIC ENTITY SHALL:

1. Act in the capacity of lead agency for the purpose as described in Section One.
2. Pay all costs, perform all labor and supply all material, except as provided in Section Two of this Agreement, for the purpose as described in Section One for the construction work specified in the plans developed for Project Control No. **L200313**.
3. Adopt a written Resolution of support for the Project, including an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project, which is attached as **Exhibit C**.
4. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
5. In the event a contractor is hired for the Project, require the contractor to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractor's policy and a certificate of insurance must be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.
6. Require contractors that the Public Entity hires to perform services to defend, indemnify and hold harmless the Department from and against all suits, actions or claims of any character brought because of injury, including death or damages arising out of contractors' construction or maintenance activities pursuant to this agreement, as memorialized herein and subject to any additional permit that may be required of the contractor to perform said activities.
7. Be responsible for performing or directing the performance of all design and pre-construction activity, including, but not limited to, the following:
 - a. Utility Certification;
 - b. Drainage and storm drain design;
 - c. Geotechnical design;
 - d. Pavement design;
 - e. Traffic design;

- f. Structural design;
 - g. Environmental and archeological clearances Certification;
 - h. Right-of-way maps and acquisition Certification;
 - i. Hazardous substance/waste site(s) contamination investigations;
 - j. Railroad Certification; and
 - k. Intelligent Transportation System (ITS) Certification.
8. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
 9. Cause all designs and PS&E's to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
 10. Design the Project in accordance with **Appendix A**, "Minimum Design Standards", which is hereby incorporated into this Agreement.
 11. Adhere to **Appendix B**, "Minimum Survey and Right of Way Acquisition Requirements", which is hereby incorporated into this Agreement.
 12. Comply with **Appendix C**, "Construction Phase Duties and Obligations", which is hereby incorporated into this Agreement.
 13. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
 14. Prior to Project construction, furnish the Department's District 2 Office "**Certification of the Pre-Construction Contract Phase**" form, which is attached as Certification No. 1.
 15. Within thirty (30) days of completion, furnish the Department's District 2 Office "**Certification of Construction Phase**" form, which is attached as Certification No. 2.
 16. Within thirty (30) days of completion, furnish the Department's District 2 Office the "**AS BUILT Summary of Costs and Quantities**" form, which is attached as Certification No. 3. The report should reflect the total cost of project as stated in "**Certification of Construction Phase**" form.
 17. Failure to timely provide Certifications Nos. 1, 2 and 3, listed above, will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
 18. Obtain all required written agreements or permits relating to any realignment of Public Entity's roads, when applicable, from all public and private entities.

19. Advertise, let, and supervise the construction of Project Control No. **L200313**.
20. Agree that the Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed between the Public Entity and a contractor by **June 30, 2016**.
21. Maintain all facilities constructed or reconstructed with Project funds.
22. Allow the Department to perform a final inspection of the Project for the purpose of determining if the Project was constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department shall result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.
23. The Public Entity shall complete the Project by **June 30, 2017**. Should this condition not be met, this Agreement shall automatically terminate. Should such termination occur, the Department shall claim reimbursement from the Public Entity of any unexpended funds disbursed in the performance of this Agreement.

SECTION FOUR – THE DEPARTMENT SHALL:

Disbursement(s) to the Public Entity shall be made after receipt of a cover letter requesting disbursement of funds, Notice of Award/Work Order, Notice to Proceed, Estimated Summary of Costs and Quantities, and verification of available funds. All required documents shall include Department Project and control numbers.

SECTION FIVE – BOTH PARTIES AGREE:

1. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department shall be accounted for and disposed of by the Public Entity as directed by the Department.
2. That no money in the Local Government Road Fund shall be used by the Department to administer any program, and no entity receiving a distribution pursuant to a program requiring matching funds shall use another distribution made pursuant to NMSA 1978 Section 67-3-28.2, to meet the match required.
3. That the provisions of the Local Government Road Fund Project Handbook (Current Edition) and any amendments thereto, are incorporated herein by reference and shall

control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments thereto.

SECTION SIX – PROJECT RESPONSIBILITY:

The Improvements proposed in Section One of this Agreement shall not be under the jurisdiction and control of the Department.

SECTION SEVEN – Public Entity SOLE JURISDICTION:

By reason of the Department's participation in the funding of this Project, the Department is not incorporating this Project into the State Highway System, nor is the Department assuming any maintenance or user responsibility or liability for participation in this Project.

SECTION EIGHT – PEDESTRIAN, BICYCLE, & EQUESTRIAN FACILITIES:

In accordance with Section 67-3-62 NMSA 1978, construction of highways along new alignments or for purposes of substantially widening highways along existing alignments shall consider provisions for pedestrian, bicycle, and equestrian facilities concurrent with the design of the Project.

SECTION NINE – EQUAL OPPORTUNITY COMPLIANCE:

The Public Entity agrees to abide by all applicable Federal and State Laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Public Entity agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, sex, sexual preference, age, or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Public Entity is found to be not in compliance with these requirements during the life of this Agreement, the Public Entity agrees to take appropriate steps to correct these deficiencies.

SECTION TEN –LEGAL COMPLIANCE

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing. Operations of the workplace, including laws and regulations hereafter enacted. The Public Entity shall ensure that the requirements of this compliance are made a part of each subcontract on this Project at all tiers.

SECTION ELEVEN – THIRD PARTY BENEFICIARY:

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to a person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

SECTION TWELVE – NEW MEXICO TORT CLAIMS ACT:

No Provision of this Agreement establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the Department or the Public Entity arising from the performance of this Agreement apart from that set forth in the New Mexico Tort Claim Act, Section 41-4-11 et seq. NMSA 1978.

SECTION THIRTEEN – CONTRACTORS:

The Public Entity shall require of any contractor hired for the Project to have insurance and to name the Department as an additional insured on its insurance policy. To the fullest extent permitted by law, the Public Entity shall require the contractor to defend, indemnify and hold harmless the Department and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

SECTION FOURTEEN – ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation shall be reimbursed to the Department within thirty days.

SECTION FIFTEEN – AUTHORIZATION OF EXPENDITURES:

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico for performance of this Agreement. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement shall terminate upon written notice given by the Department to the Public Entity. The Department is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the Department. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

SECTION SIXTEEN – UNEXPENDED, UNENCUMBERED PROJECT BALANCES:

Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project shall revert to the Department. These balances, if any, shall be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.

SECTION SEVENTEEN – SCOPE OF AGREEMENT:

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or

understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

SECTION EIGHTEEN – TERMS OF THIS AGREEMENT:

This Agreement constitutes the entire Agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

SECTION NINETEEN – TERM

This Agreement becomes effective upon signature of all Parties. This Agreement terminates on **June 30, 2017**.

SECTION TWENTY – TERMINATION

1. If the Public Entity fails to comply with any provision of this Agreement, the Department has the option to terminate this Agreement, by providing 30 days written notice.
2. The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within one year from the effective date of this agreement.
3. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
4. Neither party shall have any obligation after said date of termination, except as stated in Sections Five, Six and Seven. The Public Entity agrees to reimburse to the Department all unexpended Department funds disbursed in accordance with this Agreement.

SECTION TWENTY-ONE – SEVERABILITY:

In the event that any portion of this contract is determined to be void, unconstitutional, or otherwise unenforceable, the remainder of this contract shall remain in full force and effect.

SECTION TWENTY-TWO – APPLICABLE LAW:

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1(G) NMSA 1978.

SECTION TWENTY-THREE – AMENDMENT:

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the Parties hereto.

IN WITNESS WHEREOF, the PARTIES have set their hands and seal this day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

By: _____ Date: _____
Assistant General Counsel

City of Lovington

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
Public Entity Clerk

APPROVED AS TO FORM BY THE PUBLIC ENTITY ATTORNEY

By: _____ Date: _____
Public Entity Attorney

APPENDIX A
Minimum Design Standards

1. The design shall provide for all facilities as required by law (ADA compliance, bicycle paths, etc.).
2. The pavement shall be designed for a 20-year life as a minimum for new construction or reconstruction, or for a 10-year life as a minimum for rehabilitation.
3. The following documents shall be used as a minimum in the design of this Project:
 - a. FHWA Manual of Uniform Traffic Control Devices, Current Edition as amended;
 - b. AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition ("Green Book");
 - c. AASHTO Guide for the Development of Bicycle Facilities, Current Edition;
 - d. **DEPARTMENT'S** Regulations for Driveway and Median Opening on Non-Access Controlled Highways, Current Update;
 - e. **DEPARTMENT'S** Urban Drainage Design Criteria;
 - f. **DEPARTMENT'S** Geotechnical Manual, Current Update;
 - g. **DEPARTMENT'S** Action Plan;
 - h. **DEPARTMENT'S** Local Government Road Fund Project Handbook; Current Edition;
 - i. **DEPARTMENT'S** Handbook of Hazardous Waste Management, Current Edition;
 - j. **DEPARTMENT'S** Location Study Procedures;
 - k. AASHTO Guide to Design of Pavement Structures, Current Edition, and;
 - l. Other design publications as outlined in the **DEPARTMENT'S** Local Government Road Fund Project Handbook.
 - m. The **Public Entity** may use **Public Entity** established local design standards if approved by the District Engineer, for each Project.

APPENDIX B

Minimum Survey and Right of Way Acquisition Requirements

1. Establish and permanently reference stations and monuments.
2. Determine and record sufficient topography to assure all relevant landmarks are shown. Include items such as buildings, sidewalks, driveways, walls, trees, etc.
3. Obtain and plot existing profile grade and cross-sections where necessary. Plot curb profiles as needed.
4. All utilities above and below ground and their owners shall be shown.
5. The surveyor shall verify, ascertain, and certify the right-of-way design plans.
6. All surveying and right-of-way mapping is to be performed in accordance with the **DEPARTMENT'S** Surveying Requirements, Current Edition, and Minimum Standards for Surveying, NMSA 1978, Sections 61-23-1 to 61023-32.
7. All **DEPARTMENT** Right of Way Handbooks, particularly Right of Way Handbook (Current Edition, Local Public Agencies, shall be adhered to for all R/W operations, including Title Search, Property Survey, Right of Way Mapping, Appraisal, Appraisal Review, Acquisition (including donations), Relocation, and Right of Way Certification. Only qualified personnel may undertake Right of Way functions. **Public Entity** staff or consultants may not be used to perform any R/W functions unless the **Public Entity** certifies that each individual is qualified to perform each individual right of way activity, such as Title search, property survey, mapping, appraisal, etc. Right of Way operations shall conform to State statutes and Federal regulations. Future Federal funding for Project shall be jeopardized if right of way operations do not conform to State statutes and Federal regulations.
8. Obtain and prepare Title Reports that meet **DEPARTMENT** format and standards, for all affected R/W parcels.
9. Right of Way mapping shall be done in accordance with the "Attachment 2" checklist of the **DEPARTMENT'S** Right of Way Mapping Development Procedures Current Update. The surveyor shall verify and certify the checklist and the Right of Way maps.
10. Appraisals shall not begin until the **Public Entity** has 100% complete R/W maps. **Public**

Entity or contracted (fee) appraisers shall not be used unless fully qualified.

11. Appraisal Reports shall be prepared in conformance with Federal and Statutes and regulations. In no event shall the appraisal review function be contracted to a consultant. One purpose of appraisal review is to assure that the appraisal meets **DEPARTMENT** requirements prior to the initiation of acquisition.
12. **Public Entity** or contracted (fee) negotiators shall not be used unless fully qualified.
13. The **Public Entity** shall maintain all records and documents relating to the Right of Way acquisition for a minimum of five (5) years, and shall record all transfer of ownership documents with the County Clerk. **DEPARTMENT** personnel shall be provided access to Project R/W files upon reasonable notice.
14. The **Public Entity** shall furnish the **DEPARTMENT** with a written certification (R/W Certification) stating that Right of Way acquisition (and relocations, if applicable) has been performed in compliance with Federal and State laws and regulations.

APPENDIX C

Construction Phase Duties and Obligations

1. The **Public Entity** shall be responsible for all construction engineering, including Project supervision, surveying, inspection and testing when surveying and testing are not contracting items.
2. The **Public Entity's** general conditions, standard drawings and specifications may be used if approved by the **DEPARTMENT'S** District Engineer.

CERTIFICATION NO. 1

CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE

Control No. L200313

Project No. MAP-7625(913)

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the pre-construction phase requirements set forth in this Agreement.
2. That the design for this Project is in compliance with all state laws, rules, regulations, and local ordinances and in the rules and regulations of the **DEPARTMENT**.
3. The **Public Entity**(including, but not limited to, Temporary Construction Permits and Construction Maintenance Easements) has acquired that all necessary right(s)-of -way for the construction or reconstruction of this Project in compliance with the **DEPARTMENT’S Right of Way Handbook (Current Edition)] Local Public Agencies,** and Appendix B.
4. That all utilities within the location of this construction Project (check one or both of the following conditions):
___ a. have been relocated
___ b. are scheduled for relocation prior to or concurrent with construction of this Project and have been coordinated with the appropriate utility.
5. That the **Public Entity** has encumbered the necessary funds to complete the Project.
6. That the **Public Entity** has fully complied with the requirements of NMSA 67-3-62.
7. That roadway(s) and intersection(s) shall operate at a minimum Level of Service of C or D (LOS C or D) for the Projected 20 year design traffic volumes as specified in A Policy on Geometric Design of Highways and Streets, (Current Edition).
8. That traffic data collection, traffic projections, and traffic impact studies on this Project have been developed in conformance with the **DEPARTMENT’S New Mexico Traffic**

Survey and Standards, (Current Edition).

9. That no angle parking has been provided in this Project.
10. That the **Public Entity** has completed a (check, which of the following conditions exists):
 - _____ a. 20 year pavement design; or
 - _____ b. 10 year pavement design with provision for extending the pavement life to 20 years, and has incorporated it in the plans and specifications for this Project.
11. That the **Public Entity** has completed a Project drainage report, which meets the **DEPARTMENT'S** minimum drainage criteria as referenced in the **DEPARTMENT'S** Drainage Manual.
12. All drainage costs have been prorated between the **DEPARTMENT** and the **Public Entity** if applicable, according to the **DEPARTMENT'S** Drainage Policy and Administrative Memorandum (Current Update) and prorated calculations have been approved in writing by the **DEPARTMENT'S** Drainage Section.
13. That the **Public Entity** has completed all required Environmental Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S** Action Plan,(Current Edition).
14. That the **Public Entity** has completed all required Archaeological Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S** Action Plan, (Current Edition).
15. That the following attached Agreement(s) have been executed, when required, for construction or reconstruction of this Project (attach copies to this certification):
 - a. Lighting;
 - b. signalization;
 - c. storm sewer and lift station;
 - d. landscape;
 - e. road exchange; and
 - f. any other applicable agreements.
16. That the **Public Entity** has complied with and certifies compliance with all applicable provisions of Appendix A.
17. That this certification procedure has been executed prior to advertisements for contract bids or commencement of this Project.

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify that the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

City of Lovington

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
Public Entity Clerk

When completed, send Certification No. 1 to:

District LGRF Coordinator
Department of Transportation

CERTIFICATION NO. 2

CERTIFICATION OF THE CONSTRUCTION PHASE

Control No. L200313

Project No. MAP-7625(913)

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the construction phase requirements under this Agreement.
2. That the **Public Entity** has complied with and certifies that the Project plan complies with all publications identified in Appendix A.
3. That all work in Control No. **L200313** was performed in accordance with the Agreement.
4. That the total Project cost of _____, with New Mexico Department of Transportation “**DEPARTMENT**” 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached “As Built Summary of Costs and Quantities”) is accurate, legitimate, and appropriate for the Project.
5. That the construction of the Project was completed on _____ of _____, 20[#]

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

City of Lovington

By: _____ Date: _____

Mayor

ATTEST:

By: _____ Date: _____

Public Entity Clerk

When completed, send Certification No. 2 to:

District LGRF Coordinator, Department of Transportation

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 10, 2015



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Uniform Cleaning Services
DEPARTMENT: Finance
SUBMITTED BY: Gary Chapman, Finance Director
DATE SUBMITTED: August 4, 2015

STAFF SUMMARY:

Bids for uniform cleaning services for the Fire and Police Departments were publicly opened on July 29, 2015 at 2:00 p.m. This contract is for a period of two years. The following companies submitted complete bids:

BeGeo Investments LLC dba Klean Machine \$2.50 pants/ \$2.50 shirts

Adams Cleaners Inc. dba All American Cleaners: \$2.75 pants/ \$2.75 shirts

FISCAL IMPACT:

REVIEWED BY: Gary Lee Chapman
(Finance Director)

Uniform cleaning services have been budgeted for each department.

ATTACHMENTS:

BeGeo Investments LLC Bid Form
Adams Cleaners Inc Bid Form

RECOMMENDATION:

Motion to award bid to BeGeo Investments dba Klean Machine.

Department Head

James R. Williams
City Manager



City of Lovington

Bid Form

Uniform Cleaning

NAME OF BIDDER:

BeGeo Investments LLC/dba Klean Machine

ADDRESS:

P.O. Box 2322
Cedar Hill, TX 75106

TELEPHONE NUMBER:

972-880-5117

EMAIL:

omjackson6255@sbcglobal.net

MINIMUM REQUIREMENTS:

- A. Bids are for a two (2) year contract beginning August 1, 2015 and ending July 31, 2017.
- B. Uniforms will be delivered to and picked up at the cleaners.
- C. All cleaned items are to be put on hangers and covered.

ITEM #1 Cotton or Dacron/gabardine pants
Approximately 200 pairs per month \$ 2.50 EACH

ITEM #2 Cotton/Polyester Shirts
Approximately 150 per month \$ 2.50 EACH

The City of Lovington reserves the right to waive any irregularities and award, or non award, in the best interests of the City. The City is held harmless and is indemnified for the loss and/or misplacement of bid submittals. The bidder is required to utilize this form. Signature is required and reflects agreement, by the bidder, to the terms of this document.

SIGNATURE OF BIDDER:

Mae Jackson

PRINTED NAME:

MAE JACKSON

TITLE:

OWNER

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

Deadline: July 29, 2015 at 2:00 p.m. (MST)



City of Lovington

Bid Form

Uniform Cleaning

Mailing address
PO Box 99
Roswell, NM
88202

NAME OF BIDDER:

Adams' Cleaners Inc

ADDRESS:

dba All American Cleaners

907 W Ave D, Lovington NM

TELEPHONE NUMBER:

575 3924444

EMAIL:

lee@allamericancleaners.net

MINIMUM REQUIREMENTS:

- A. Bids are for a two (2) year contract beginning August 1, 2015 and ending July 31, 2017.
- B. Uniforms will be delivered to and picked up at the cleaners.
- C. All cleaned items are to be put on hangers and covered.

ITEM #1 Cotton or Dacron/gabardine pants (\$2.95)
 Approximately 200 pairs per month \$ 2.75 + tax EACH

ITEM #2 Cotton/Polyester Shirts (\$2.95)
 Approximately 150 per month \$ 2.75 + tax EACH

The City of Lovington reserves the right to waive any irregularities and award, or non award, in the best interests of the City. The City is held harmless and is indemnified for the loss and/or misplacement of bid submittals. The bidder is required to utilize this form. Signature is required and reflects agreement, by the bidder, to the terms of this document.

SIGNATURE OF BIDDER:

Lee W Adams

PRINTED NAME:

Lee W Adams

TITLE:

President

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

Deadline: July 29, 2015 at 2:00 p.m. (MST)

All American Cleaners is a professional laundry service company. We excel in Dry & Wet Cleaning and the pressing of both. We spot clean, replace buttons, touchup, and redo items to name a few complementary services.

We have opened a store in Lovington and are proud to have a store located in such a great town. All American Cleaners has a processing plant in Hobbs NM, which is where the clothes will be professionally handled. All American Cleaners is your local professional laundry service that would be happy to work with the city of Lovington with their cleaning needs.

A handwritten signature in blue ink that reads "Lee Adams". The signature is written in a cursive style with a large initial "L" and "A".

Lee Adams, President
All American Cleaners
907 W. Ave. D, Lovington NM

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 10, 2015



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Accounts Payable
DEPARTMENT: Finance
SUBMITTED BY: Gary Chapman, Finance Director
DATE SUBMITTED: August 6, 2015

STAFF SUMMARY:

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

FISCAL IMPACT:

See accounts payable detail.

REVIEWED BY: _____

(Finance Director)

ATTACHMENTS:

General Fund Accounts Payable
Utilities Fund Accounts Payable

RECOMMENDATION:

Motion to approve accounts payable.

Department Head

James R. Williams

City Manager

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeting - General
 From 7/1/2015 Through 7/30/2015

101 - General Fund

| Vendor Name | Dept Code | Current Balance |
|--------------------------------|-----------|-----------------|
| After Hours Locksmith | | 206.36 |
| Alsco | | 413.48 |
| Amanda Addison | | 43.41 |
| Amazon | | 46.58 |
| America Supply, LLC | | 424.48 |
| American Library Sales | | 1,373.89 |
| Amigos Library Services | | 600.00 |
| Art's D.O.T & Safety Lovington | | 117.98 |
| Artesia Fire Equipment | | 887.45 |
| Benchmark | | 128.46 |
| Blaine Industrial Supply | | 386.77 |
| Bob's Thriftway | | 585.18 |
| Bridgestone Hosepower LLC | | 247.29 |
| Business Radio Licensing | | 120.00 |
| C & S Motor Parts Co. | | 2.95 |
| Caprock Air Cond/Heating | | 7,960.75 |
| Carol Ann Hogue | | 24.00 |
| Center Point Large Print | | 1,440.36 |
| ContentWatch, Inc | | 99.95 |
| Copies, Inc. | | 176.28 |
| Cowboys Corner | | 12.15 |
| CW Associates Consulting LLC | | 95.23 |
| Demco Inc. | | 84.22 |
| Estacado Library Inf. Network | | 44,146.19 |
| Farmer Brothers Company | | 62.25 |
| Forrest Tire Co. | | 194.67 |
| Gale/Cengage Learning | | 196.41 |
| Galls/Quartermaster | | 574.09 |
| Gebo Credit Corporation | | 400.28 |
| General Welding Supply | | 218.00 |
| Get A Grip Supplies, Inc | | 144.00 |
| Grants & Technology Veterans | | 41,769.80 |
| H & K Pest Control Co. | | 471.92 |
| Higginbotham-Bartlett Co. | | 1,921.58 |
| Hobbs News-Sun | | 89.12 |
| HW Wilson | | 432.50 |
| Jaena Martinez | | 28.91 |
| Kaufman's West LLC | | 941.80 |

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CMeeting - General
 From 7/1/2015 Through 7/30/2015

| | |
|--------------------------------|-----------|
| Kid's Reference Company, Inc. | 330.82 |
| Kyle Blakley | 10.08 |
| Life-Assist, Inc. | 493.03 |
| LightHouse BIS, LLC | 200.63 |
| Lovington Auto Supply | 27.39 |
| Lovington Leader | 384.84 |
| Lovington Veterinary | 210.00 |
| MailFinance | 1,015.75 |
| Master Plumbers | 425.72 |
| Master Printers | 688.30 |
| McCool's Air Tech | 273.15 |
| Med-Vet International | 1,452.97 |
| MicroMarketing LLC | 914.50 |
| Modern Marketing | 2,347.14 |
| Morris Publishing Group | 346.80 |
| New Mexico Emergency Products | 775.88 |
| New Mexico Jr. College | 400.00 |
| NM Mun Library Assoc. | 35.00 |
| OCLC, Inc. | 214.44 |
| P & D Petroleum, Inc | 16,691.73 |
| Patriot Pipe & Supply LTD | 272.20 |
| Penworthy | 87.43 |
| Pro-Treat Power Equipment | 172.90 |
| R & M Sign Design | 80.00 |
| Recorded Books LLC | 199.92 |
| Roberts Oil & Lube | 285.00 |
| Rogers All Electric Service | 295.40 |
| Senior Standing Strong | 88.20 |
| Sherwin-Williams | 554.32 |
| Showcases | 94.14 |
| Southeastern NM Economic Devel | 2,652.00 |
| Southwest Polygraph | 267.03 |
| Southwest Safety Specialists | 116.91 |
| Staples Advantage | 792.74 |
| Strong Electric | 3,110.38 |
| Sunbird Home Resort Products | 105.84 |
| SWAT, LLC | 408.56 |
| SYSCO West Texas, Inc. | 900.61 |
| Tate Branch Dodge | 681.36 |
| The Library Store, Inc. | 244.20 |
| Tom's Sharp Shop | 691.76 |
| TransUnion Risk and Alternativ | 16.25 |

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeeting - General
 From 7/1/2015 Through 7/30/2015

| | |
|-------------------------------|-----------------------|
| Tueredia McBride | 52.27 |
| U S Food Service | 1,225.55 |
| U. S. Toy Co. | 69.99 |
| Unifirst Corp. | 114.64 |
| United Health Group | 168.30 |
| Watermaster Irrigation Supply | 70.19 |
| WT Cox Subscriptions | 1,233.12 |
| Report Balance | <u>149,358.12</u> |

| Payee | Transaction Description | Check Amount |
|----------------------------|---|--------------|
| AT&T Mobility | Gen-Cell Phones for 6/15 | 2,126.88 |
| Chevron USA, Inc. | Police-Fuel Card 7/15 | 141.98 |
| Jim Trujillo | Judicial Alternate Judge 6/18/15 7/9/15 | 128.25 |
| Lea County Electric | Gen-Electric Bill For 6/15 | 21,549.65 |
| Lydia's Sports & Uniforms | Lodgers Tax-Wildbunch softball 2015 | 1,975.20 |
| Merideth Hildreth | Planning/Zoning Reimb Triangular | 5.86 |
| New Mexico Gas Company | Gen-Gas Utility Bill 6/15 | 449.46 |
| Phillips 66 Co. | Gen-Fuel Credit Card 6/15 | 251.23 |
| Reid Insurance Group, Inc. | Finance-CNA Surety Bond on MVD Clerks 7/15/15-7/15/18 | 2,677.50 |
| Shell Oil Co. | Gen-Fuel Card Police J Hay to Canine Training 6/15 | 76.45 |
| Staples | Gen-Office Supplies | 40.99 |
| Staples | Senior Center-Office Supplies | 337.88 |
| Visa | VISA JC 7334 7/15-Finance Candy for Commissioner/AVG Antivirus for all City Computers/Cemetery Refigerator | 998.88 |
| visa | Visa-7326 Trvl 7/15-Fire/Amb-Fuel for Training | 99.32 |

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeeeting - General
 From 7/1/2015 Through 7/30/2015

| | | |
|-----------------------|--|----------|
| Visa | Visa-7326 Trvl 7/15-Fire/Amb Meals and Hotel for C Christensen Alvarado Tx | 261.50 |
| Visa | VISA-8621 OLD TRAVEL 7/15 Police Meals/Fuel J Hay Canine Training | 566.80 |
| Visa | Visa 9942 JW 7/15-Vet/Animal Lowes Supplies | 26.93 |
| visa | Visa 9942 JW 7/15-Transportation/Bag Fee/Meal for James Williams/Cobb/Chapman Bond Rating presentation | 211.46 |
| Visa | Visa- 9942 JW 7/15-Library Supplies | 1,033.71 |
| Visa | Visa 9942 JW 7/15-Parks Basketball Rims and Supplies | 99.98 |
| Visa | Visa 9942 JW 7/15 Cemetery Computer | 647.56 |
| Visa | Visa 9942 JW 7/15-Executive-J Williams Lodging/Holiday Inn Clovis/EMS Region III Board Meeting | 145.44 |
| VISA | VISA 9942 JW 7/15-Executive Table/Computer supplies for conf room | 1,410.50 |
| Visa | Visa 9280 G Chapman 7/15 Finance Hotel/Meals/Fuel for Butcher to Albu/S Lester training in Albuq | 755.71 |
| Visa | Visa 9280 G Chapman 7/15 Parks Volleyball Nets/Coffeemaker | 101.87 |
| Visa | Visa 9280 G Chapman 7/15 Police Academy Uniforms | 465.66 |
| Visa 9280 G Chapman | Visa 9280 G Chapman 7/15-Rec Refigerator for Harold Runnels | 414.43 |
| Visa 9280 G Chapman | Visa 9280 G Chapman 7/15-Vet/Animal- Supplies | 127.74 |
| Visa 9280 G Chapman | Visa 9280 G Chapman 7/15-Finance Unemp comp eport AA Trix | 51.95 |
| Visa 9280 G Chapman | VISA 9280 G CHAPMAN 7/15-Youth Center Backpacks/Crafts for Summer Program | 1,281.45 |
| Visa 9306 D Rodriguez | Visa 9306 Police 7/15 Post Office | 38.88 |
| Visa 9306 D Rodriguez | Visa 9306 Police 7/15-Stitches on Uniforms | 82.60 |
| Visa 9306 D Rodriguez | Visa 9306 Police 7/15-Meals for Inmate/Meals for A Sanchez to Albuq/Lodging for Herweg Marriott | 448.09 |
| Windstream | Chamber of Commerce Phone Bill 6/15 | 235.59 |
| Windstream | EDC Phone Bill 7/15 | 196.79 |

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - General
From 7/1/2015 Through 7/30/2015

| | | |
|-------------|----------------------|-------------------|
| Windstream | Main-Phone Bill 6/15 | 134.94 |
| Windstream | Gen-Phone Bill 6/15 | 4,621.00 |
| Grand Total | | <u>193,578.23</u> |

505 - Water & WasteWater

| <u>Vendor Name</u> | <u>Current Balance</u> |
|--------------------------------|------------------------|
| Art's D.O.T & Safety Lovington | 58.99 |
| Atco International | 169.00 |
| Bob's Thriftway | 39.90 |
| California Cont. Supplies, Inc | 455.76 |
| Cardinal Laboratories | 998.69 |
| Certified Laboratories | 3,384.55 |
| Copies, Inc. | 705.82 |
| Culligan Water Conditioning | 24.50 |
| Dana Kepner Co. | 385.05 |
| Detroit Industrial Tool | 138.81 |
| DPC Industries Inc. | 1,439.12 |
| Farmer Brothers Company | 42.82 |
| Haarmeyer Electric | 844.85 |
| Higginbotham-Bartlett Co. | 690.94 |
| Industrial Muncipal Products | 983.46 |
| Lovington Auto Supply | 386.66 |
| MailFinance | 1,015.75 |
| New Mexico Gas Company | 93.60 |
| P & D Petroleum, Inc | 2,906.34 |
| Polydyne Inc. | 504.00 |
| Professional Communications | 260.00 |
| Rocky Mountain Cummins | 568.11 |
| Tom's Sharp Shop | 371.94 |
| Unifirst Corp. | 106.66 |
| Report Balance | <u>16,575.32</u> |

| Payee | Transaction Description | Check Amount |
|--------------------------------|--|------------------|
| AT&T Mobility | Water-Cell Phone Bills 6/15 | 824.64 |
| Builders Do It Center-Artesia | Water-Supplies | 5,747.15 |
| Johnnie's Floral & Gifts | Water-Green Plant for Imelda uncle | 101.89 |
| Keep America Beautiful, Inc. | Solid Waste-One Time Certification Fee | 2,000.00 |
| Lea County Electric | Water-Electric Bill 6/15 | 21,977.30 |
| New Mexico Gas Company | Water-Gas Utility Bill 6/15 | 127.21 |
| Staples | WasteWater-Office supplies | 72.97 |
| Staples | Solid Waste-Office Supplies | 714.96 |
| Visa | Visa 7326 Water 7/15 WasteWater-Lodging/Meals Inn of Mountain Gods Testing | 1,112.04 |
| VISA | VISA 9942 jw 7/15 water-Tools for Facility Maint/Computer and Supplies for Conf Room | 2,127.84 |
| Waste Management of New Mexico | Solid Waste-Roll Off Dumping 6/15 | 11,150.26 |
| Windstream | Water-Phone Bill 6/15 | 459.10 |
| Windstream | WasteWater-Phone Line For Scada 7/15 | 60.08 |
| | | |
| Grand Total | | <u>63,050.76</u> |