

REGULAR MEETING OF THE CITY COMMISSION
MONDAY, JUNE 23, 2014 @ 5:30 P.M.
CITY COMMISSION CHAMBERS, 214 S. LOVE STREET

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

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

Also Present: City Manager James Williams, Assistant City Manager Jared Cobb, City Clerk Carol Ann Hogue, Administrative Assistant Imelda Gutierrez, City Attorney Patrick McMahon, and Lieutenant David Rodriguez

Invocation: Commissioner Butcher gave the invocation

Pledge of Allegiance: Commissioner Butcher led the pledge

Approval of Agenda: Mayor Gandy called for a motion to approve the agenda as submitted. Commissioner Bengé so moved to remove two action items: Consider Approval of Resolution 2014-19: Internal Controls Policy and Consider Approval of Resolution 2014-22: Budget Adjustments. Commissioner Butcher seconded and a roll call was taken: Commissioner Trujillo – Yes, Commissioner Bengé – Yes, Commissioner Butcher – Yes, Mayor Gandy – Yes and Commissioner Campos - Yes.

Approval of the Regular Minutes of June 9, 2014: Mayor Gandy called for a motion to approve the regular minutes of June 9, 2014. Commissioner Campos so moved. Commissioner Butcher seconded and a roll call was taken: Commissioner Bengé – Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Campos – Yes, and Mayor Gandy – Yes.

COMMISSIONER AND STAFF REPORTS:

- Commissioner Bengé mentioned that Lovington MainStreet did a fabulous Smokin' on the Plaza and congratulated them for an excellent job and great turn out.
- City Manager Williams mentioned that the 9th Street reconstruction project came across some problems with the water lines. The engineer is working on some alternatives solutions maybe will have to deepen the water lines. The shade structure pads at Chaparral Park are being constructed and should be completed before the July 4th event and will be built at the other parks in town as well. The Central Plaza Project pre-construction conference has been pushed back to July 1st due to that DOT wants to make sure it's in compliance with federal requirements. It has been moved to July 7, 2014. The Project Inspector (temporary) job position to monitor the central plaza project has been published. The City is making arrangements to schedule interviews but is waiting on confirmation on 2 individuals who might be interested in the Finance Director position. The NMML conference will be August 26 – 29, 2014. The City has received calls due to a smell coming from the Waste Water Treatment Plan.

NON-ACTION ITEMS:

Discussion of Employee Health Benefits: City Manager Williams addressed the Commissioners stating that city staff has been researching options for employee health benefits. With the current health plan the City utilizes, the City has been informed to expect at least 10% increase. The City currently pays 85% premium. There is an option called Self Insured for the employees. The City will act as its own insurer. Funds used to pay premiums instead are used to pay claims. The self- insured has wellness programs, customized packages, and cost increases can be minimized. Funds paid out when claim received. If claims are higher, cost will increase, claims make it more difficult to return to a fully insured plan in the future. No action was taken.

Discussion of Police Department Staffing: Mayor Gandy stated that he requested to the Commission to discuss Police Department staffing levels. His request was to see what it would cost to put more police officers in the community. City Manager Williams stated that the cost of police officers for certified and uncertified is:

<u>Certified Officer:</u>	<u>Uncertified Officer:</u>
Salary/Benefits - \$69,181.00	\$61,684.00
Pre-employment - \$2,286.00	\$2,286.00
Academy Cost - \$0	\$3,737.00
Vehicle/Equipment - \$41,000.00	\$41,000.00
Uniforms/Equipment - \$4,125.00	\$4,125.00
Total: \$116,592.00	\$112,832.00

ACTION ITEMS:

Consider Approval of SERTPO Representative Appointment: Mayor Gandy called for a motion to approve SERTPO Representative Appointment: City Manager Williams addressed the Commissioners stating that the Southeast Regional Transportation Planning Organization (SERTPO) has requested the City affirm or re-appoint a representative to their board committee. At present, the City Manager is the representative to the Policy & technical committee. Mayor Gandy re-appointed City Manager James Williams to serve as the representative. Commissioner Trujillo so moved. Commissioner Campos seconded and a roll call was taken: Commissioner Campos – Yes, Commissioner Butcher – Yes, Mayor Gandy – Yes, Commissioner Trujillo – Yes, and Commissioner Bengé – Yes. Motion was approved.

Consider Approval of Resolution 2014-17: Fixed Assets Inventory Policy: Mayor Gandy called for a motion to approve the resolution 2014-17: Fixed Assets Inventory Policy. City Manager Williams addressed the Commissioners stating that city staff has completed the fixed assets policy and commission adoption is required. The policy follows accepted standard accounting policies and addresses one of the audit findings. The purpose of this policy a fixed asset is defined as property, equipment, or construction project that has an initial value to the City of more than \$5,000. Commissioner Butcher so moved. Commissioner Bengé seconded and a roll call was taken: Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Campos – Yes, Commissioner Bengé – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Approval of Resolution 2014-18: Consumable Inventory Policy: Mayor Gandy called for a motion to approve the resolution 2014-18: Consumable Inventory Policy. City Manager Williams addressed the Commissioners stating that city staff has completed the consumable inventory policy and commission adoption is required. The policy follows accepted standard accounting policies and addresses one of the audit findings. The purpose of this policy consumable inventory is defined as raw materials, supplies held for consumption, and expendable medical supplies. Commissioner Campos so moved. Commissioner Bengé seconded and a roll call was taken: Commissioner Butcher – Yes, Commissioner Campos – Yes, Commissioner Trujillo – Yes, Commissioner Bengé – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Approval of Resolution 2014-20: Water Account Charge Offs: Mayor Gandy called for a motion to approve the resolution 2014-20: Water Account Charge Offs. City Manager Williams addressed the Commissioners stating that the resolution will allow the charge off on non-collectable or non-refundable accounts that are 5 years old. In addition, the resolution will allow the charge off and removal of inactive accounts as of June 30, 2013. Charge offs - \$15,376.39 and Inactive Accounts - \$23,969.78. Commissioner Bengé so moved. Commissioner Trujillo seconded and a roll call was taken: Commissioner Bengé – Yes, Commissioner Trujillo – Yes, Mayor Gandy – Yes, Commissioner Butcher – Yes, and Commissioner Campos – Yes. Motion was approved.

Consider Approval of Resolution 2014-21: Ambulance Account Charge Offs: Mayor Gandy called for a motion to approve the resolution 2014-21: Ambulance Account Charge Offs. City Manager Williams addressed the Commissioners stating that the EMS Division of the Fire Department have prepared the list of five year charge offs of non-collectable accounts. All efforts to collect have been exhausted. Charge off amount is: \$133,173.26. Commissioner Trujillo so moved. Commissioner Butcher seconded and a roll call was taken: Commissioner Campos – Yes, Commissioner Butcher – Yes, Mayor Gandy – Yes, Commissioner Trujillo – Yes, and Commissioner Bengé – Yes. Motion was approved.

Consider Approval of Temporary Street Closure July 1, 2014 at 1600 W. Ave I: Mayor Gandy called for a motion to approve the temporary street closure July 1, 2014 at 1600 W. Ave I. City Manager Williams addressed the Commissioners stating that the Lovington Good Samaritan has requested the temporary closure of Avenue I in front of the facility on July 1st from 3 – 9 p.m. The residents and staff are planning on hosting an Independence Day celebration for family and friends to have additional space. Commissioner Butcher so moved. Commissioner Campos seconded and a roll call was taken: Commissioner Bengé – Yes, Commissioner Campos – Yes, Commissioner Butcher – Yes, Commissioner Trujillo – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Approval of Temporary Street Closure July 4, 2014 at 503 W. Ave Q:

Mayor Gandy called for a motion to approve the temporary street closure July 4, 2104 at 503 W. Ave Q. Tim Boydston addressed the Commissioners stating that he is requesting that the street in front of 503 W. Ave Q be blocked off on July 4th from 9 – 12 p.m. for a fireworks display. Mr. Boydston has obtained signatures from some neighborhood residents. City Manager Williams addressed the Commissioners stating that the City code allows fireworks to be discharged until 11 p.m. There is a conflict with 8.20.055 – C in terms of restricted areas (residential areas). If it's a public display, Mr. Boydston is required to follow 8.20.070. Commissioner Campos so moved. Commissioner Butcher seconded and a roll call was taken: Commissioner Bengé – Yes, Commissioner Trujillo – No, Mayor Gandy – No, Commissioner Butcher – No, and Commissioner Campos – No. Motion was not approved.

Consider Approval to Advertise Ordinance 527: Annexation & Zoning Change of an 8.28 Acre Tract of Land located on the East Side of 17th Street between the 900 & 1200 Blocks:

Mayor Gandy called for a motion to approve to advertise ordinance 527: annexation and zoning change of an 8.28 acre tract of land located on the east side of 17th street between the 900 and 1200 blocks. Ryan Burkett, Agent on behalf of Hasbrook Living Trust & Safford Beeson Trust addressed the Commissioners stating that he is requesting to annex in 8.28 acre tract of land and change zoning classification to Zone C – Commercial. The intent is to construct a self-storage facility on a portion of the land and utilize the remaining property for residential and/or multi-family housing. City Manager Williams addressed the Commissioners stating that the Lovington Planning & Zoning Board recommended approving the annexation and assigning a zoning classification of Zone B – Multi-family (3 – 2 vote). The Board also recommends that the owner submit a variance request for the self-storage facility. Tim Jordan asked if streets were going to be developed in that area. Janis Noack mentioned that she thought the area was a Zone A – single family residential. City Manager Williams explained the ETZ (Extraterritorial Zoning) R-1 which is single family residential similar to the Zone A – single family residential. John Benard stated that he would like to see this area grow as a residential area not as a commercial area but is not against the growth of Lovington. Clint Laughrin asked if at this point someone can build corrals, pig pens store animals in this area as to how it is zoned right now. City Attorney McMahon mentioned that there is no enforcement in the ETZ but legally you cannot and practically it does happen. Jaycee Chesser mentioned that she has lived at the apartments across the Good Sam for 4 years and someone has broken in 3 times and her car 5 times. Ms. Chesser stated that the security lights and surveillance cameras could really help those apartments and she is all for the future plans. Commissioner Bengé mentioned that there is commercial property in this area up to Avenue D. The lack of housing is a supply and demand item and the more demand the higher the price. How they maintain their homes and the street have a negative impact on property values. The City has limited opportunities to develop large lots and if so, are we limiting ourselves. Jerry Domzalski stated that he wanted to buy this land six years ago and they wouldn't sell it. How is this self-storage facility considered to be a quality of life Mr. Domzalski asked? Mary McClure stated that she does not want a self-storage facility developed in that area. Commissioner Butcher stated that the City did not need more storage facilities.

Randy Pettigrew recommends sending it back to Planning & Zoning for other alternatives and options. Mayor Gandy stated that for 20 years no one has taken the opportunity or initiative to build on that property. He challenges the community to open up their thinking and visioning of the community. If the City continues to grow, the City will continue to have struggles and there will always be something that one person or a group of people don't think is going to fit there. City Manager Williams made clear that the request for approval of the Commissioners is to begin the ordinance advertisement and notify the public. Campos so moved. Commissioner Bengé seconded and a roll call was taken: Commissioner Bengé – Yes, Commissioner Trujillo – No, Mayor Gandy – Yes, Commissioner Butcher – No, and Commissioner Campos – Yes. Motion was approved.

Approval of Variance Request Application: Mayor Gandy called for a motion to approve the variance request application. City Manager Williams addressed the Commissioners stating that at the joint work session in which variance requests and guidelines were addressed. The City staff created a variance request application that will provide guidance to property owners as well as staff, boards, and the Commission. The Planning & Zoning Board recommended this application to be put into use at the June 16, 2014. Commissioner Bengé so moved. Commissioner Butcher seconded and a roll call was taken: Commissioner Trujillo – Yes, Mayor Gandy – Yes, Commissioner Butcher – Yes, and Commissioner Bengé – Yes and Commissioner Campos - Yes. Motion was approved.

PUBLIC COMMENT: Janis Noack mentioned that a fountain or park would be nice in that land.

ADJOURNMENT:

There being no further business the meeting adjourned at 7:03 p.m.

APPROVED:

SCOTTY GANDY, MAYOR

ATTEST:

CAROL ANN HOGUE, CITY CLERK

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 14, 2014



TYPE: ☐ RESOLUTION ☐ ORDINANCE ☐ PROCLAMATION ☒ INFORMATION ☐ OTHER ACTION

SUBJECT: Hold Harmless GRT
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: July 8, 2014

STAFF SUMMARY:

With the passage of HB641 at the end of the 2013 Legislative session, the City's Hold Harmless distribution will be eliminated over 15 years beginning July 1, 2015. This distribution averages \$449,000 per year in GRT, which is our primary source of revenue. The bill does allow for municipalities to enact a 3/8's tax by ordinance in order to make up for the revenue shortfall.

City staff would like to present you with information and a proposed plan to address the projected revenue shortfall and 3/8's tax.

FISCAL IMPACT:

REVIEWED BY: _____
(Finance Director)

See attached details. GRT projections do account for a 3% increase in base revenue per year.

ATTACHMENTS:

RECOMMENDATION:

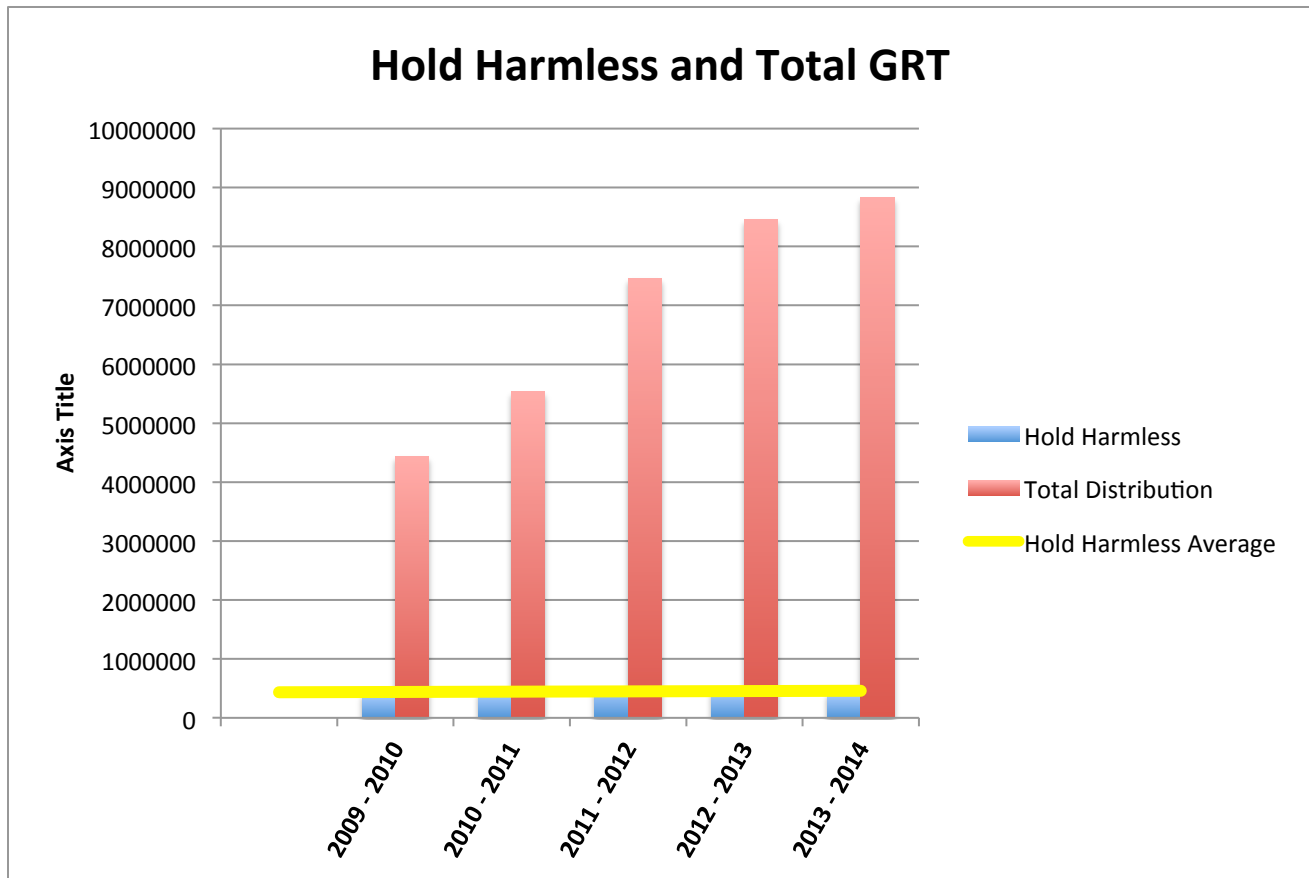
Department Head

James R. Williams

City Manager

5 Year Hold Harmless Received and Total GRT Distribution

Fiscal Year	Hold Harmless	Total Distribution	Hold Harmless Percentage
2009 - 2010	\$ 411,181	\$ 4,435,365	9.27%
2010 - 2011	\$ 437,859	\$ 5,530,372	7.92%
2011 - 2012	\$ 506,798	\$ 7,460,809	6.79%
2012 - 2013	\$ 470,784	\$ 8,460,607	5.56%
2013 - 2014	\$ 419,814	\$ 8,830,988	4.75%
AVERAGE	\$ 449,287		



Revenue Impact of Hold Harmless Reduction

	Hold Harmless Reduction %	Est. Hold Harmless Received	Projected Revenue Less Hold Harmless
June 30, 2015	100%	\$ 449,287	\$ 9,109,635
June 30, 2016	94%	\$ 422,330	\$ 9,355,967
June 30, 2017	88%	\$ 395,373	\$ 9,610,497
June 30, 2018	82%	\$ 368,415	\$ 9,873,472
June 30, 2019	76%	\$ 341,458	\$ 10,145,146
June 30, 2020	70%	\$ 314,501	\$ 10,425,778
June 30, 2021	63%	\$ 283,051	\$ 10,711,144
June 30, 2022	56%	\$ 251,601	\$ 11,006,016
June 30, 2023	49%	\$ 220,151	\$ 11,310,677
June 30, 2024	42%	\$ 188,701	\$ 11,625,421
June 30, 2025	35%	\$ 157,250	\$ 11,950,551
June 30, 2026	28%	\$ 125,800	\$ 12,286,379
June 30, 2027	21%	\$ 94,350	\$ 12,633,225
June 30, 2028	14%	\$ 62,900	\$ 12,991,419
June 30, 2029	7%	\$ 31,450	\$ 13,361,303
June 30, 2030	0%	\$ -	\$ 13,743,228

Total Revenue Lost	-\$3,481,974
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3/8's Tax Implementation

End of Fiscal Year	Hold Harmless Reduction %	Projected Revenue with Hold Harmless	Projected Hold Harmless Received	Projected 3/8's Revenue Received	Total GRT Received
June 30, 2015	100%	\$ 9,109,635	\$ 449,287	\$ 1,313,890	\$ 10,423,525
June 30, 2016	94%	\$ 9,355,967	\$ 422,330	\$ 1,349,418	\$ 10,705,385
June 30, 2017	88%	\$ 9,610,497	\$ 395,373	\$ 1,386,129	\$ 10,996,627
June 30, 2018	82%	\$ 9,873,472	\$ 368,415	\$ 1,424,059	\$ 11,297,531
June 30, 2019	76%	\$ 10,145,146	\$ 341,458	\$ 1,463,242	\$ 11,608,388
June 30, 2020	70%	\$ 10,425,778	\$ 314,501	\$ 1,503,718	\$ 11,929,496
June 30, 2021	63%	\$ 10,711,144	\$ 283,051	\$ 1,544,877	\$ 12,256,021
June 30, 2022	56%	\$ 11,006,016	\$ 251,601	\$ 1,587,406	\$ 12,593,422
June 30, 2023	49%	\$ 11,310,677	\$ 220,151	\$ 1,631,348	\$ 12,942,024
June 30, 2024	42%	\$ 11,625,421	\$ 188,701	\$ 1,676,743	\$ 13,302,164
June 30, 2025	35%	\$ 11,950,551	\$ 157,250	\$ 1,723,637	\$ 13,674,188
June 30, 2026	28%	\$ 12,286,379	\$ 125,800	\$ 1,772,074	\$ 14,058,453
June 30, 2027	21%	\$ 12,633,225	\$ 94,350	\$ 1,822,100	\$ 14,455,324
June 30, 2028	14%	\$ 12,991,419	\$ 62,900	\$ 1,873,762	\$ 14,865,182
June 30, 2029	7%	\$ 13,361,303	\$ 31,450	\$ 1,927,111	\$ 15,288,414
June 30, 2030	0%	\$ 13,743,228	\$ -	\$ 1,982,196	\$ 15,725,424

Total Hold Harmless Revenue Lost	-\$3,481,974
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Total 3/8's Revenue Received	\$25,981,710
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3/8's Tax Implementation
General Fund Distribution and Capital Improvement Fund Established

End of Fiscal Year	Hold Harmless Reduction %	Total Projected GRT Received	Projected Hold Harmless Received	Projected 3/8's Revenue Received	General Fund Distribution	Capital Improvement Fund
June 30, 2015	100%	\$ 9,109,635	\$ 449,287	\$ 1,313,890	\$ -	\$ 1,313,890
June 30, 2016	94%	\$ 9,382,924	\$ 422,330	\$ 1,349,418	\$ 26,957	\$ 1,322,461
June 30, 2017	88%	\$ 9,664,412	\$ 395,373	\$ 1,386,129	\$ 53,914	\$ 1,332,215
June 30, 2018	82%	\$ 9,954,344	\$ 368,415	\$ 1,424,059	\$ 80,872	\$ 1,343,187
June 30, 2019	76%	\$ 10,252,974	\$ 341,458	\$ 1,463,242	\$ 107,829	\$ 1,355,413
June 30, 2020	70%	\$ 10,560,564	\$ 314,501	\$ 1,503,718	\$ 134,786	\$ 1,368,932
June 30, 2021	63%	\$ 10,877,381	\$ 283,051	\$ 1,544,877	\$ 166,236	\$ 1,378,640
June 30, 2022	56%	\$ 11,203,702	\$ 251,601	\$ 1,587,406	\$ 197,686	\$ 1,389,720
June 30, 2023	49%	\$ 11,539,813	\$ 220,151	\$ 1,631,348	\$ 229,136	\$ 1,402,211
June 30, 2024	42%	\$ 11,886,007	\$ 188,701	\$ 1,676,743	\$ 260,586	\$ 1,416,157
June 30, 2025	35%	\$ 12,242,588	\$ 157,250	\$ 1,723,637	\$ 292,037	\$ 1,431,601
June 30, 2026	28%	\$ 12,609,865	\$ 125,800	\$ 1,772,074	\$ 323,487	\$ 1,448,587
June 30, 2027	21%	\$ 12,988,161	\$ 94,350	\$ 1,822,100	\$ 354,937	\$ 1,467,163
June 30, 2028	14%	\$ 13,377,806	\$ 62,900	\$ 1,873,762	\$ 386,387	\$ 1,487,376
June 30, 2029	7%	\$ 13,779,140	\$ 31,450	\$ 1,927,111	\$ 417,837	\$ 1,509,274
June 30, 2030	0%	\$ 14,192,515	\$ -	\$ 1,982,196	\$ 449,287	\$ 1,532,909

3/8's Tax Implementation
Capital Improvement Fund Established

End of Fiscal Year	Hold Harmless Reduction %	Total Projected GRT Received	Projected Hold Harmless Received	Projected 3/8's Revenue Received	Capital Improvement Fund
June 30, 2015	100%	\$ 9,109,635	\$ 449,287	\$ 1,313,890	\$ 1,313,890
June 30, 2016	94%	\$ 9,355,967	\$ 422,330	\$ 1,349,418	\$ 1,349,418
June 30, 2017	88%	\$ 9,610,497	\$ 395,373	\$ 1,386,129	\$ 1,386,129
June 30, 2018	82%	\$ 9,873,472	\$ 368,415	\$ 1,424,059	\$ 1,424,059
June 30, 2019	76%	\$ 10,145,146	\$ 341,458	\$ 1,463,242	\$ 1,463,242
June 30, 2020	70%	\$ 10,425,778	\$ 314,501	\$ 1,503,718	\$ 1,503,718
June 30, 2021	63%	\$ 10,711,144	\$ 283,051	\$ 1,544,877	\$ 1,544,877
June 30, 2022	56%	\$ 11,006,016	\$ 251,601	\$ 1,587,406	\$ 1,587,406
June 30, 2023	49%	\$ 11,310,677	\$ 220,151	\$ 1,631,348	\$ 1,631,348
June 30, 2024	42%	\$ 11,625,421	\$ 188,701	\$ 1,676,743	\$ 1,676,743
June 30, 2025	35%	\$ 11,950,551	\$ 157,250	\$ 1,723,637	\$ 1,723,637
June 30, 2026	28%	\$ 12,286,379	\$ 125,800	\$ 1,772,074	\$ 1,772,074
June 30, 2027	21%	\$ 12,633,225	\$ 94,350	\$ 1,822,100	\$ 1,822,100
June 30, 2028	14%	\$ 12,991,419	\$ 62,900	\$ 1,873,762	\$ 1,873,762
June 30, 2029	7%	\$ 13,361,303	\$ 31,450	\$ 1,927,111	\$ 1,927,111
June 30, 2030	0%	\$ 13,743,228	\$ -	\$ 1,982,196	\$ 1,982,196

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 14, 2014



TYPE: ☐ RESOLUTION ☐ ORDINANCE ☐ PROCLAMATION ☐ INFORMATION ☒ OTHER ACTION

SUBJECT: Solid Waste Authority Appointment
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: July 8, 2014

STAFF SUMMARY:

The City has been contacted by the Solid Waste Authority and have requested we appoint an individual to the board to replace Neil Granath. This board meets once per quarter.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

ATTACHMENTS:

RECOMMENDATION:

Motion to appoint one Commissioner to this board.

Department Head

James R. Williams
City Manager

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 14, 2014



TYPE: ☐ RESOLUTION ☐ ORDINANCE ☐ PROCLAMATION ☐ INFORMATION ☒ OTHER ACTION

SUBJECT: Water User Association Appointment
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: July 8, 2014

STAFF SUMMARY:

The City has been contacted by the Lea County Water Users Association and have requested the appointment of a replacement for Neil Granath on the Board.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

ATTACHMENTS:

RECOMMENDATION:

Motion to appoint

Department Head

James R. Williams

City Manager

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 14, 2014



TYPE: ☒ RESOLUTION ☐ ORDINANCE ☐ PROCLAMATION ☐ INFORMATION ☐ OTHER ACTION

SUBJECT: Resolution 2014-22: Fiscal Agent for Irrigation System
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams
DATE SUBMITTED: June 27, 2014

STAFF SUMMARY:

Staff have prepared Resolution 2014-22 that will authorize the Mayor to sign a fiscal agent agreement with the SNMEDD for Project No. 14-1937. This project is a 2014 Capital Outlay appropriation through NM DFA for the Chaparral Park irrigation system.

The agreement is the same format and language utilized for the water meter installation project.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

\$1,000

ATTACHMENTS:

Resolution 2014-22
Fiscal Agent Agreement

RECOMMENDATION:

Motion to adopt Resolution 2014-22

Department Head

James R. Williams
City Manager

RESOLUTION 2014-22

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

Whereas, the Agreement is for fiscal agent services for Project No. 14-1937 to purchase and install and irrigation system at Chaparral Park in the City of Lovington.

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

Scotty Gandy, Mayor, is authorized to sign the fiscal agent agreement for this project.

PASSED, APPROVED, AND ADOPTED: July 14, 2014.

Scotty Gandy, Mayor

ATTEST:

Carol Ann Hogue, City Clerk

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

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

RECITALS:

The **CITY** has received funds and entered into an agreement with the State of New Mexico for funding from the 2014 Legislative Capital Outlay Appropriation in the amount **\$50,000.00** for **Project No: 14-1937 to purchase and install an irrigation system at Chaparral Park in the City of Lovington.** As a government member of the **SNMEDD/COG**, the **CITY** desires the **SNMEDD/COG** to provide certain fiscal agent services.

AGREEMENT:

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

1. **Payment:** The **CITY** shall pay **SNMEDD/COG** the sum of \$ **1,000.00** (2%, of Project funded amount.) for the purpose of providing fiscal agent services to project. The fiscal agent fee shall be paid from the **CITY'S** general fund or other funds but shall not be paid from the funding awarded for the project from Legislative Capital Outlay funds.
2. **Compensation and method of payment:** Payments will be requested by the **SNMEDD/COG** and shall be made by the **CITY** according to the following schedule:
4 quarterly installments with the remaining installment paid upon close out of the project
3. **Term of agreement:** This agreement shall be from _____ to **June 30, 2018**, or completion of project, whichever comes first, and may be renewed or terminated upon the written agreement of both parties. Termination may be affected upon 30 days written notice from the date of agreement by both parties. Such early termination shall not nullify obligations incurred for performance or failure to perform prior to termination
4. **Indemnification and Claims:** The **SNMEDD/COG** shall defend, indemnify and hold the **CITY** harmless from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of performance of this agreement, but only to the extent caused by the tortuous acts of omissions of the **SNMEDD/COG** or its agents or employees. The **CITY** shall hold harmless the **SNMEDD/COG** from claims that might arise in connection with work the **SNMEDD/COG** will perform under this contract. The **CITY** also agrees to pay for staff time at standard hourly billing rates, plus expenses at costs that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that

might arise because of the **SNMEDD/COG's** involvement in this assignment, whether subpoenaed by the **SNMEDD/COG** or any other group.

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

12. Applicable Law: This agreement shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, THE PARTIES HERETO EXECUTED THIS AGREEMENT
THIS _____ DAY OF _____, 2014.

CITY OF LOVINGTON
LEA COUNTY, NEW MEXICO

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

By: _____
Chief Elected Official or
Authorized Staff

By: _____
Executive Director, SNMEDD/COG

Date: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES

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

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

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 14, 2014



TYPE: ☒ RESOLUTION ☐ ORDINANCE ☐ PROCLAMATION ☐ INFORMATION ☐ OTHER ACTION

SUBJECT: Resolution 2014-23: Housing Production Services
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: July 8, 2014

STAFF SUMMARY:

KM Partners has submitted an application for reimbursement for Housing Production Services. This reimbursement authorized through RFP 011513 and allows for reimbursement of off site public infrastructure for developments of 4 housing units or more. This developer will be constructing a 64 unit market rate apartment complex to the west of Nor Lea Hospital.

The Lovington EDC Due Diligence and Board of Directors recommend funding as specified below.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

\$242,070.46 (\$3,782.35 per unit) from Local Economic Development Act Funds

\$121,035.23 will be reimbursed to the City from Lea County.

ATTACHMENTS:

Resolution 2014-23
Developer Proposal
Housing Production Services Agreement

RECOMMENDATION:

Motion to approve Resolution 2014-23.

Department Head

James R. Williams

City Manager

RESOLUTION NO. 2014-23

WHEREAS, the City of Lovington issued RFP #011513 on January 15, 2013 to solicit proposals from qualified developers to provide market rate housing to the City and Citizens of Lovington; and

WHEREAS, the RFP allows for the reimbursement up to \$6,000 per completed unit for the cost of installation of off site public infrastructure; and

WHEREAS, KM Partners, LLC has submitted an application for infrastructure reimbursements for the Lovington Trails Apartments project; and

WHEREAS, the Lovington Economic Development Corporation Due Diligence Committee and full Board of Directors have recommended funding the infrastructure reimbursements in the amount of \$242,070.46.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF LOVINGTON THAT:

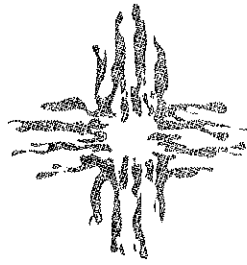
1. The Mayor is authorized to sign an agreement between the City of Lovington and KM Partners, LLC .
2. The City of Lovington will provide a reimbursement of \$242,070.46 (\$3,782.35 per unit) for the installation of public infrastructure at the 64 unit Lovington Trails Apartments Project to KM Partners, LLC.

DONE THIS 14th DAY OF JULY, 2014.

Scotty Gandy, Mayor

ATTEST:

Carol Ann Hogue, City Clerk



LOVINGTON

Economic Development Corporation

July 9, 2014

Lovington City Commission
213 S. Love
Lovington, NM 88260

Dear Commissioners,

The Lovington EDC makes the recommendation to reimburse the Lovington Trails Apartment Project located west of Nor-Lea General Hospital in the amount of \$ 242,070.46 for their project. **PLEASE NOTE:** Lovington Trails submitted the required information and information was verified. No reimbursement will be given until receipts of actual work are presented.

The Lovington Trails Apartments submitted for infrastructure reimbursements for: Labor bedding, backfill and trenching up to the property line, Survey Work, Curb & Gutters, Sewer and Water tap to property line, fire hydrants and asphalt.

Project Description

This is a 64 unit market rate apartment project called "Lovington Trails Apartments" it contains 32 one bedroom/one bath and 32- two bedroom/two bath configurations ranging in size from 652 SF to 1, 147 SF.

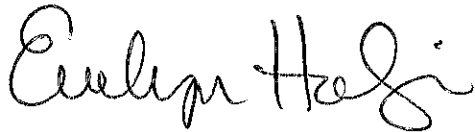
These units will have granite counter tops in the kitchen and all electric appliances with washers and dryers. The air conditioning unit will be an energy efficient 14 SEER model and all appliances will be "Energy Star" rated that can be. All bedrooms will have ceiling fans.

This apartment project will be fenced and gated for security. There will be a swimming pool, tot lot and a dog park along with outside picnic tables. The club house will also have an exercise area with modern, up to date equipment along with a business center and meeting area.

Lovington Trails is expected to be improved with four two story garden apartment buildings. Ancillary improvements include a (32) garage and storage unit (20) buildings, and six carports (32 spaces). The gross area is 70,707 square feet, total land area is 6.516 acres, with 3.67 acres being the primary site, plus 2.866 acres of excess land. Developer plans to do a phase II in which an additional 64 units will be developed when phase I is filled.

Attached are various maps, floor plans and civil estimates for your review. Please note page 2 are all the items the Due Diligence Committee carefully reviewed.

Thank you for your consideration and time,

A handwritten signature in black ink, reading "Evelyn Holguin". The signature is fluid and cursive, with the first name "Evelyn" and last name "Holguin" clearly distinguishable.

Evelyn Holguin
Executive Director



April 29, 2014

Evelyn Holguin
Lovington Economic Development Corporation
201 South main
Lovington, NM 88260

Re: RFP No. 011513

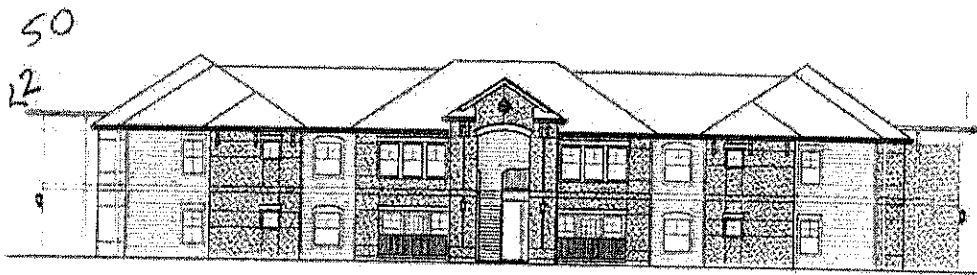
Dear Ms. Holguin,

Per your "Request for Proposal No. 011513," we are enclosing 3 full packages and 5 CD's which all include the following:

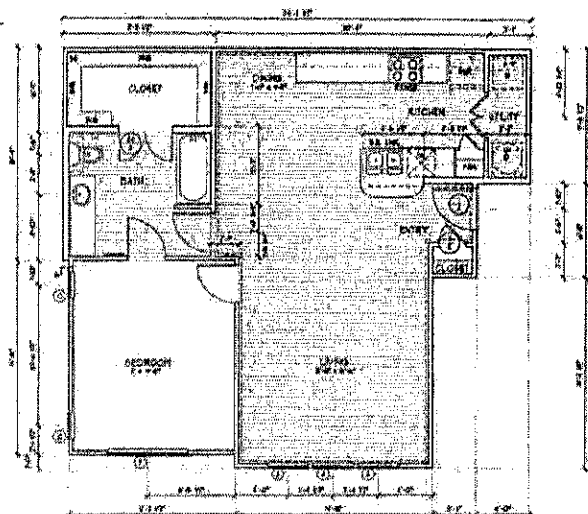
1. Site Plan
2. Floor Plans and Elevations
3. Cost Estimate/Financials
4. Financial Statement of Developer
5. Appraisal
6. Engineering Cost Estimate
7. Applicant Information
8. Resumes
9. EIN No.
10. Project Scope
11. Furnish Family Housing Form/Campaign Contribution Disclosure
12. Project Narrative

A handwritten signature in black ink, appearing to read "Robert W. Keener", is written over a horizontal line.

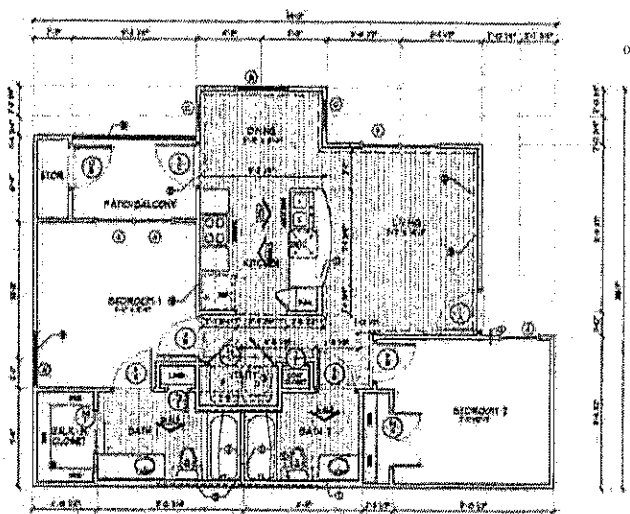
Robert W. Keener-Manager
CC: Eduardo Valencia



ELEVATION



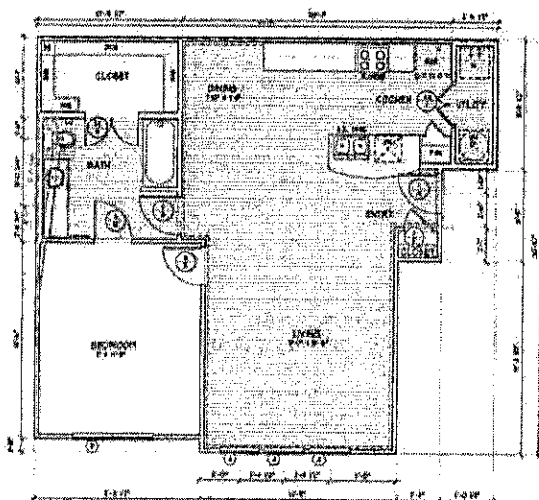
03 | UNIT 'A2-ALT', CONDITION AT 2ND FLOOR PLAN, END OF BUILDING



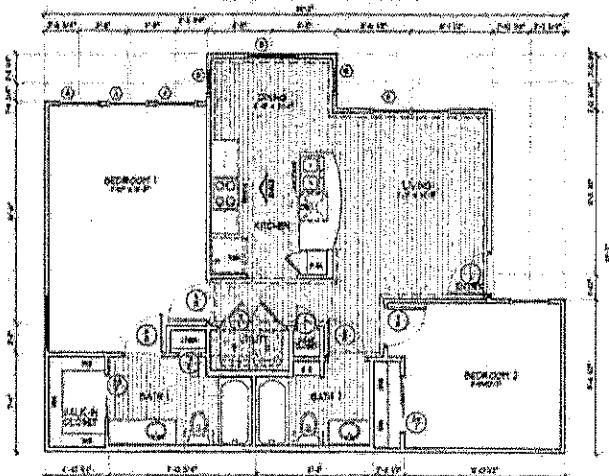
01 | UNIT 'B1', CONDITION AT 1ST FLOOR PLAN

PLAN LEGEND:

- ◻ ROOM TO BE PLANNED FROM THIS PLAN
- ◻ UNIT, ROOM PLANNED FROM OTHER PLAN
- ◻ CLIPPING THE FLOOR
- BB: 0 ROOM, 1 BATH, 1 KITCHEN, 1 LIVING AREA
- BC: 0 ROOM, 1 BATH, 1 KITCHEN, 1 LIVING AREA, 1 BEDROOM



01 | UNIT 'A2-ALT', CONDITION AT 2ND FLOOR PLAN, MIDDLE OF BUILDING



03 | UNIT 'B1-ALT', CONDITION AT 2ND FLOOR PLAN, END OF BUILDING

Beginning at the northwest corner of Section 18, Township 22 South, Range 27 East, N.M.P.M., then N89°40'03"E along the north line of Section 18 for 1343.70'; then N00°22'29"W for 98.27', then N44°07'15"E for 721.17', then N41°19'41"E for 408.18', then N53°15'58"E for 272.29', then N52°48'04"E for 279.24', then N59°01'27"E for 129.59' to a point in San Jose Boulevard, then S00°14'29"E for 1300.10' to the south 1/4 corner of Section 7, then S00°02'19"E for 765.03' to a point on the north R-O-W of the C.I.D main canal, the M=S78°42'11"W (R=S78°42'18"W) for M=433.48' (R=433.58') along the north R-O-W of the C.I.D main canal, then M=S70°28'45"W (R=S70°31'25"W) for M=39 (R=395.73'), then S61°47'44"W for 2147.59' then S61°26'49"W for 859.77', then S68°19'34"W for 1247.5' to a point on the west line of Section 18, then N00°03'44"E for 1951.66' along the west line of Section 18 to the Point of Beginning and containing 101.32 acres more or less.

and less

Tract One of the Old Rose Subdivision as described in Deed 3217759 containing 6.98 acres more or less

Aggregately containing 94.35 acres more or less.

Tract 2 per plat, Cabinet 2, Slide 125-1, Old Rose Farm No. 2

Tract 3 and 4 per plat, Cabinet 3, Slide 341-1, Old Rose Farm No. 3

Tract 5 per plat, Cabinet 3, Slide 749-1, also described in Book 661, Page 0276, Old Rose Farm No. 4

Tract 6 per plat, Cabinet 5, Slide 29-1, Old Rose Farm No. 4 Replat

Tract 7 and 8 per plat Cabinet 5, Slide 415-2 also described in Book 866, Page 1183, Old Rose Farm No. 6,

Tract 7 and 8 per plat, Cabinet 5, Slide 48D-1, Old Rose Farm No. 7,

Note:
Record
mathem

1

LEGEND

● Found as noted

○ Set 5/8" rebar with red plastic cap



PETTIGREW & ASSOCIATES PA

ENGINEERING | SURVEYING | TESTING

Ted Trout Architect & Assoc.
Lovington Trails

Civil Estimate - City of Lovington / EDC Reimbursement

Date: June 19, 2014
Prepared By: William R. Reiser, EI

ITEM	ITEM DESCRIPTION	UNIT	UNIT PRICE	USE QUANTITY	ESTIMATED AMOUNT
621000	MOBILIZATION	L.S.	\$25,000.00	1	\$25,000.00
201000	CLEARING AND GRUBBING	ACRE	\$1,400.00	0.45	\$630.00
207000	SUBGRADE PREPARATION	SQ.YD.	\$3.50	110	\$385.00
203000	UNCLASSIFIED EXCAVATION	CU.YD.	\$12.00	603	\$7,233.60
601002	REMOVE AND DISPOSE OF CURB AND GUTTER	LIN.FT.	\$4.00	240	\$960.00
303160	BASE COURSE 6"	SQ.YD.	\$4.50	175	\$787.50
423270	PLANT MIX BITUMINOUS PAVEMENT (PMBP) SP IV	SQ.YD.	\$16.00	175	\$2,800.00
609200	HEADER CURB	LIN.FT.	\$12.50	8	\$100.00
609424	CONCRETE BARRIER CURB AND GUTTER TYPE B 6" X 24"	LIN.FT.	\$17.50	60	\$1,050.00
609636	CONCRETE VALLEY GUTTER 6" X 36"	LIN.FT.	\$28.00	35	\$980.00
602010	RIPRAP CLASS B	CU.YD.	\$190.00	1	\$190.00
663908	SANITARY SEWER LINE-8"	LIN.FT.	\$34.00	456	\$15,502.64
662001	MANHOLE TYPE C-4' DIAMETER 0' TO 6' DEPTH	EACH	\$2,400.00	2	\$4,800.00
663950	CONNECTION OF NEW SEWER LINE TO EXISTING MANHOLE	EACH	\$3,200.00	1	\$3,200.00
663608	POLYVINYL CHLORIDE PIPE-8"	LIN.FT.	\$48.00	659	\$31,615.68
663606	POLYVINYL CHLORIDE PIPE-6"	LIN.FT.	\$45.00	4	\$191.25
663625	POLYVINYL CHLORIDE PIPE-2 1/2"	LIN.FT.	\$22.00	13	\$286.00
663100	FIRE HYDRANT	EACH	\$3,750.00	1	\$3,750.00
663722	BACKFLOW PREVENTER	EACH	\$4,500.00	4	\$18,000.00
663898	GATE VALVE-8"	EACH	\$1,800.00	4	\$7,200.00
663862	WATER METER-2"	EACH	\$2,100.00	3	\$6,300.00
663864	WATER METER-3"	EACH	\$8,200.00	1	\$8,200.00
663887	WET CONNECTION	EACH	\$5,000.00	1	\$5,000.00
	Inspections and Engineer's Certification				\$4,250.00
	Civil Engineering				\$26,700.00
	Construction Staking				\$6,500.00
	Boundary Survey				\$3,500.00
	Materials Testing				\$7,000.00
	Geotechnical Investigation				\$6,685.00
	NMGRT			TOTAL	\$198,796.67
	Contingency: 12%				\$13,543.02
	Total Estimated Cost of Improvements				\$25,480.76
					\$242,070.46

**HOUSING DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF LOVINGTON
AND FAMILY HOUSING DEVELOPER**

THIS AGREEMENT is entered into on this 14th day of July, 2013

by and between the City of Lovington, New Mexico, a municipal corporation (hereinafter

"City"); and KM Partners, LLC

(hereinafter "Developer") for the purpose of completing Housing Development services to be provided to the City.

RECITALS:

- **** The City requires to contract with a Housing Development Company to provide services for providing Market Rate Housing to the City and Citizens of Lovington, New Mexico. The City has issued RFP # 011513 dated January 15, 2013 to solicit Developer proposals.
- **** Developer has submitted a written proposal to the City to complete the required Housing Developer Services work for market rate apartments, pursuant to the Developer proposal dated April 29, 2014.

NOW, THEREFORE, the City of Lovington and Developer do hereby agree as follows:

A. Work To Be Performed

1. The Developer shall furnish to the City its Professional Housing Developer Services for certain work regarding the Lovington Additional Family Housing Project, as requested by the City. All work completed under this agreement shall be pursuant to the City's RFP # 011513 which is attached hereto and made a part of this Agreement as Exhibit #1; and pursuant to Developers response proposal to that RFP, which is attached hereto and made a part of this Agreement as Exhibit #2, to the extent that its provisions are not inconsistent with the RFP and applicable laws. Both of these said documents are attached hereto and made a part of this agreement.
2. Developer shall furnish to City its professional Housing Developer Services as requested by City and as provided by this Agreement. The specific duties include all assistance as necessary to produce and operate Family Housing Development in Lovington. According to the RFP #011513 and Developer's Proposal, Developer is required to begin construction of additional family housing and associated infrastructure to serve the intended development property located on North Main Street, west of Nor Lea General Hospital. The Developer shall build a sixty-four (64) unit market rate apartment complex on the property identified in the Developer's Proposal. Developer shall raise sufficient funds to acquire real property and develop family housing in Lovington per Developer's attached proposal response to RFP 011513.
3. Specific activities required are to provide privately owned real property in the City including designing, building and operating market rate housing projects. For proposals deemed to best meet the needs of the City, the City shall provide financial incentives to assist with financing those family housing development proposals. The City's participation may include any or all of the following funding assistance from the City:

 - a. The City shall provide funding to the developer for the actual cost, up to the maximum grant amount of public infrastructure of newly constructed streets, sidewalk, and utilities, with these infrastructure items to be designed and installed by the developer.

Type of Infrastructure Project:

1.	Water Utility Extensions	SEE ATTACHED CIVIL ESTIMATE
2.	Sewer Utility	_____
3.	Street Extensions	_____
4.	Street or Driveway work access	_____
5.	Drainage Construction	_____
6.	Utility Taps	_____
7.	Engineering & Survey	_____
8.	Other _____	_____
9.	Other _____	_____
10.	Other _____	_____

Based on quantities of required publicly owned infrastructure installed with the project, the City shall determine if the value of the infrastructure is adequate as an equal exchange of value for the amount of City subsidy contributed to the housing project. The City shall resolve any issues concerning value or extent of infrastructure and amount of square footage of constructed housing units.

- b. Cash payments to the Developer shall be paid by the City on basis, up to the Maximum Grant Amount, and per Developer's proposal, based on the following maximum subsidy schedule: **\$3,782.35 per completed unit. Maximum total award is \$242,070.46.**

c. Payment For Services

City subsidy shall be paid when the project is complete and certificate of occupancy is issued. If project proposal is for the construction of more than four (4) units, payment will be paid after completion of every four units. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.

- d. Program features and requirements are detailed in the City RFP # 011513 and the Developer's response proposal.

1. The Minimum Project Development Size is 4 housing units per project location. Each approved project must be fully served by infrastructure when complete. Subsidy of privately owned on-site infrastructure is not permitted.
2. The City encourages infill property development. Infill infrastructure improvements will be funded to provide new or replacement water or sewer facilities, curbing, sidewalk, street improvements and paving, if additional housing is proposed as the project.
3. Full Developer Financing for 100% of a project must be in place prior to award of proposals. The design of the project must be complete within 90 days of award of the contract with the City.
4. Construction/Installation must be 50% complete within six months of award, with total completion within 1 year following award of the contract. Completion date may be extended for projects exceeding 20 units.

5. Construction and installation of housing units and public infrastructure will meet currently adopted State of New Mexico regulations and requirements and APWA standards.
 6. Construction/Installation shall be of energy-efficient design per New Mexico Energy Conservation Code 2009, utilizing either stucco, brick/stone or hardwood siding on all exterior surfaces.
- e. Performance Schedule of Actions Required of the Developer. Following are general guidelines of milestones or target dates for significant work items to begin. Specific dates established below which are firm dates not to be missed are 1) the date for completion of "dried in" status at Day 180, and 2) the date for Project 100% completion at Day 365. Nothing prohibits the Developer from starting or finishing these activities earlier than the following dates following.

Day	1	Development Agreement approved by City and executed by all parties.
Day	5	Developer submits draft site plan to City
Day	90	Developer submits final design and building plans.
Day	110	Developer complies with State of New Mexico and Building Code and receives Building Permit.
Day	130	Site grading complete. Survey started on building locations. Plumbing & Utility work started. Foundations and footers started. (Site Grading on or before 120 days
Day	150	Framing crews start.
Day	180	Project is "dried-in" with finished roofing, and all doors and windows installed, and exterior finishes completed.
Day	360	Project 100% completed. The City Manager may grant a one-time sixty (60) day extension for projects containing more than twenty (20) units.

B. ASSIGNMENT OF AGREEMENT

This Section refers to assignability of this Agreement, and not to assignability of the Project to be developed for housing. Developer shall not assign or transfer any interest in this Agreement. Except that Developer is permitted, upon City approval, to assign its interest to a Partnership or Corporation in which the Developer is the principal party or to an affiliated company, working with the Developer on the Project. Subject to the foregoing provision, this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns; provided that upon any assignment of this Agreement by either party, the other party shall not be released from any obligation under, or liability accruing pursuant to this Agreement. Consent shall not unreasonably be withheld by either party.

C. INSURANCE REQUIREMENTS AND HOLD HARMLESS PROVISION

1. Developer agrees to obtain and maintain appropriate insurance during the course of the work program with the City of Lovington, as follows, and shall indemnify, defend and hold

harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities resulting from the conduct, negligence, errors or omissions of Developer or any employee or agent of Developer while engaged in performing the services called for herein. Developer will provide a current Certificate of Insurance to be attached to this agreement, with the City of Lovington as shown as an additional insured party.

2. The Developer shall maintain insurance coverage for General Liability, Automobile Liability, Errors and Omissions Insurance, and Workers' Compensation, subject to review and approval of the City Attorney.

D. GOVERNING LAW AND PROVISIONS

1. This Agreement shall be governed by the laws of the State of New Mexico. Jurisdiction and venue relating to any litigation or dispute arising out of this Agreement shall be in the District Court of Lea County, New Mexico, only. If any part of this contract shall be deemed in violation of the laws or Constitution of New Mexico, only such part thereof shall be thereby invalidated, and all other parts hereof shall remain valid and enforceable.
2. If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by another party in enforcing any covenant or provision of this Agreement, including the expenses of in house counsel.

E. FINAL PAYMENT AND RELEASE OF CLAIMS

1. Developer, upon final payment of all amounts due under this Agreement, releases the City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.
2. City, upon Developer's final completion of all work items and covenants required of the Developer under this Agreement, shall release the Developer from all liabilities, claims and obligations whatsoever arising from or under this Agreement, on the day that is one (1) year following the date of the issuance of a final certificate of occupancy on the Project.

F. AMENDMENTS

This Agreement shall not be altered, changed, or amended except by written instrument approved and executed by both parties hereto.

G. BREACH

1. The following events constitute a breach of this Agreement by Developer:
 - a. Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement, including RFP # 011513.
 - b. Developer's failure to complete design plans and obtain a Building Permit within the initial thirty (30) day period following the execution of this Agreement.

- c. Developer's failure to complete the "dried-in" construction (finished roofing, and all doors and windows installed, and exterior finishes completed) within the initial one hundred eighty (180) day period following the execution of this Agreement.
 - d. Developer's failure to complete the construction of the entire project within the initial three hundred sixty five (365) day period following the execution of this Agreement.
- 2. The following events constitute a breach of this Agreement by City:
 - a. City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement, including making timely and appropriate payments to the Developer.

H. REMEDIES UPON BREACH

- 1. Any party may sue to collect any and all damages that may accrue by virtue of the breach of this Agreement.
- 2. If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by another party in enforcing any covenant or provision of this Agreement.
- 3. If Developer fails to complete design plans and obtain a Building Permit within the initial ninety (90) day period following the execution of this Agreement, this Agreement shall be automatically terminated.
- 4. If Developer fails to complete the "dried-in" construction (finished roofing, and all doors and windows installed, and exterior finishes completed) within the initial one hundred eighty (180) day period following the execution of this Agreement, the City Manager may authorize one thirty (30) day extension period. If the project is still not completed to the dried-in stage at the end of the thirty day extension, this Agreement shall be automatically terminated.
- 5. If Developer fails to complete the construction of the entire project within the initial three hundred sixty five (365) day period following the execution of this Agreement, the Manager may grant a one-time sixty (60) day extension of the completion date.

I. NOTICE

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Manager, 214 S. Love St., Lovington, NM 88260; to Developer ATTN: KM Partners, 2420 Nantucket Unit C , Houston , TX, 77057, and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

J. ENTIRE AGREEMENT

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

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

City of Lovington

Developer

By: Scotty Gandy, Mayor

By: Robert W. Keener

ATTEST:

APPROVED AS TO FORM:

Carol Ann Hogue, City Clerk

Patrick McMahon, City Attorney

City Manager

By: James R. Williams

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 14, 2014



TYPE: ☒ RESOLUTION ☐ ORDINANCE ☐ PROCLAMATION ☐ INFORMATION ☐ OTHER ACTION

SUBJECT: Resolution 2014-24: PERA Municipal Plan
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: July 10, 2014

STAFF SUMMARY:

P.E.R.A. has provided the City the Resolution needed in order to adopt the PERA Municipal Plan 1. The attached documentation describes the contributions required from the employee and employer, as well as retirement eligibility. At this time, the City does provide a match of 7% for employees participating in the Union Central program. Employees can provide a 3% or 6% match with the current program.

Current employees would have the option of remaining with Union Central or joining PERA. All new hires after the effective date would be required to participate in PERA.

The adoption of this plan does not affect Fire or Police retirement plans.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

See attached documentation

ATTACHMENTS:

Resolution 2014-24
Letter from PERA

RECOMMENDATION:

Motion to approve Resolution 2014-24.

Department Head

James R. Williams

City Manager

RESOLUTION NO. 2014-24

**A RESOLUTION APPROVING
PARTICIPATION IN MUNICIPAL GENERAL MEMBER COVERAGE PLAN 1**

WHEREAS, the Public Employees Retirement Act, NMSA 1978, Sections 10-11-1, et seq. (1995), establishes the Public Employees Retirement Association and provides for retirement benefits for employees of affiliated public employers; and,

WHEREAS, the City of Lovington is presently an affiliated public employer; and

WHEREAS, the governing board of the City of Lovington has determined that the interests of the City of Lovington and its municipal general employees will best be served by affiliation with the Public Employees Retirement Association for purposes of providing City of Lovington general (non-police and non-fire) employees with the benefits of a retirement program; and

WHEREAS, the governing board of the City of Lovington understands that affiliation with the Public Employees Retirement Association is irrevocable; and

WHEREAS, the Public Employees Retirement Act authorizes Municipal General Member Coverage Plan 1 (NMSA 1978, Section 10-11-45 through Section 10-11-49) which provides a plan for retirement of two percent (2%) of final average salary per year of service for both TIER 1 and TIER 2 members which would then provide for fifty percent (50%) of final average salary after 25 years of service with a maximum of ninety percent (90%) of final average salary after 45 years of service, under which the municipal employer contributes eight and one-half percent (8.5%) of the member's salary to the state retirement fund and the member employee contributes seven and four tenths percent (7.4%) of salary; and

WHEREAS, the governing board of the City of Lovington has determined that the adoption of PERA Municipal General Member Coverage Plan 1 is in the best interest of the City of Lovington and of its municipal member employees; and

WHEREAS, the governing board of the City of Lovington has made and will make necessary budgetary provisions to comply with the Public Employees Retirement Act; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LOVINGTON:

That the City of Lovington shall be an affiliated public employer as provided for in the Public Employees Retirement Act, as amended, or any successor act or acts, such affiliation to be effective the 1st day of August, 2014; and,

That the Public Employees Retirement Association Municipal General Coverage Plan 1 be, and the same hereby is, irrevocably adopted as the retirement plan for municipal employees of the City of Lovington.

PASSED, SIGNED, APPROVED AND ADOPTED this 14th day of July, 2014.

Scotty Gandy, Mayor

ATTEST: _____
Carol Ann Hogue, City Clerk



PUBLIC EMPLOYEES RETIREMENT ASSOCIATION OF NEW MEXICO

PUBLIC EMPLOYEES RETIREMENT BOARD

2500 Louisiana Blvd. NE Suite#420, Albuquerque, New Mexico 87110

(505) 383-6550 Voice (505) 883-4573 Fax

www.pera.state.nm.us

July 9, 2014

James R. Williams
City of Lovington
214 S. Love
Lovington, NM 88260

Re: PERA Municipal Plan Adoption

Dear Mr. Williams:

Thank you for your request for information concerning changing PERA municipal coverage plans for the City of Lovington. The City is presently affiliated under Municipal Police Plan 1 and Municipal Fire Plan 5. PERA currently has two options available for adoption at this time: Municipal General Plan 1 and Municipal General Plan 2.

The differences between the two plans are outlined below:

MUNICIPAL GENERAL PLAN 1:

- Employee Contribution 7.0% for members with an Annual Salary of \$20,000 or less; or
- Employee Contribution 8.5% for members with an Annual Salary greater than \$20,000
- Employer Contribution 7.4% effective the agency's first full pay period July 2014
- Pension Factor: 2.0% for both TIER 1 & TIER 2 members

Maximum Pension as a Percent of Final Average Salary (FAS): 90%

Years of Service to Reach Maximum Pension: 45 years / 90% of FAS

TIER 1: Years of Service for First Eligibility to Retire: 25 years/ 50% of FAS

TIER 2: Years of Service for First Eligibility to Retire: Rule of 85 or a minimum of 8 years of service and 65 years of age.

The pension factor for both TIER 1 and TIER 2 under Plan 1 is 2.0% per year of service credit with a maximum pension payable of 90% of final average salary after 45 years of service (2.0% X 45 years = 90%). A TIER 1 member may retire with as few as 25 years of service, but the resulting pension will be 50% of final average salary (2.0% X 25 years = 50%).

MUNICIPAL GENERAL PLAN 2:

- Employee Contribution 9.15% for members with an Annual Salary of \$20,000 or less; or
- Employee Contribution 10.65% for members with an Annual Salary greater than \$20,000
- Employer Contribution 9.55% effective the agency's first full pay period July 2014
- TIER 1 Pension Factor: 2.5%
- TIER 2 Pension Factor: 2.0%

Maximum Pension as a Percent of Final Average Salary (FAS): 90%

TIER 1 Years of Service to Reach Maximum Pension: 36 years / 90% of FAS

TIER 2 Years of Service to Reach Maximum Pension: 45 years/ 90% of FAS

TIER 1 Years of Service for First Eligibility to Retire: 25 years / 62.5% of FAS

TIER 2 Years of Service for First Eligibility to Retire: Rule of 85 or a minimum of 8 years with 65 years of age.

The TIER 1 pension factor under Plan 2 is 2.5% per year of service credit with a maximum pension payable of 90% of final average salary. A TIER 1 member may retire with as few as 25 years of service, but the resulting pension will be a blended percentage of final average.

FOR ALL PLANS:

Final Average Salary (FAS) is the average of the highest 36 consecutive months of salary for TIER 1 members. Final Average Salary (FAS) is the average of the highest 60 consecutive months of salary for TIER 2 members.

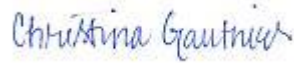
If the governing body determines that it wants to adopt either Municipal General Plan 1 or Municipal General Plan 2, City Council will need to pass the appropriate resolution. Once it is signed and returned to PERA, the resolution will be placed on PERA's Board consent agenda. The plan would become active the first full pay period of the month after the aforementioned steps had been completed. Sample resolutions are being enclosed for your reference.

The municipal members of the City of Lovington will have the option at the time of affiliation to either join PERA by completing an Application for PERA Membership or exclude at the time of the City's affiliation by completing a PERA Exclusion Form. We can discuss this in greater detail once the City has selected a plan and passed a resolution.

Affiliated PERA entities also have the ability to submit a resolution concerning the tax treatment of contributions withheld from employee's gross earnings. If a resolution is passed and submitted to PERA, employees will have an additional benefit of having their contributions withheld in a pre-tax manner. If the City of Lovington elects not to pass/submit the tax deferral resolution, payroll will need to withhold employee contributions in an after-tax manner. Please note that one resolution can be passed to cover Municipal General, Municipal Fire and Municipal Police. A sample resolution is enclosed for your review.

Please review this material and contact me at (505) 383-6554 or pera-albuquerque@state.nm.us if you have any questions or additional information.

Sincerely,



CHRISTINA GAUTHIER

Public Relations Specialist

Enclosures as stated

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 14, 2014



TYPE: ☒ RESOLUTION ☐ ORDINANCE ☐ PROCLAMATION ☐ INFORMATION ☐ OTHER ACTION

SUBJECT: Resolution 2014-25 - Uniform Agreement
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: July 8, 2014

STAFF SUMMARY:

Resolution 2014-25 will authorize the City Manager to enter into an agreement with Unifirst that will provide uniforms and cleaning of said uniforms for employees in the parks, recreation, cemetery, street, water, and wastewater departments.

The agreement is for a five year term. The cost for this service has been incorporated into the City budget.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

Approximately \$260.00 year/employee.

Pricing for this agreement is through the NJPA (National Joint Powers Alliance) of which the City is a member and does not require a bid process.

ATTACHMENTS:

Resolution 2014-25
Customer Service Agreement

RECOMMENDATION:

Motion to approve Resolution 2014-25.

Department Head

James R. Williams

City Manager

RESOLUTION NO. 2014-25

WHEREAS, the City of Lovington desires the services of Unifirst Corporation to provide employees with uniforms and the cleaning and maintenance of said uniforms; and

WHEREAS, the City of Lovington is a member of the National Joint Powers Alliance and the price for the services provided by Unifirst Corporation conforms with the established price agreements; and

WHEREAS, the City recognizes that this agreement will be for a five year period.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF LOVINGTON THAT the City Manager is authorized to sign a Customer Service Agreement with Unifirst Corporation on behalf of the City of Lovington.

DONE THIS 14th day of July, 2014

Scotty Gandy, Mayor

ATTEST:

Carol Ann Hogue, City Clerk

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) City of Lexington
ADDRESS 214 S. ROY
Lexington, Md. 88260
PHONE 575-396-2884
LOC. NO. 832
ROUTE NO. _____
DATE 7-2-14
SIC/NAICS _____

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED

ITEM DESCRIPTION	LOST PRODUCT	MERCH. BUYOUT	WEEKS BETWEEN DELIVERY	NO. OF PERSONS/ISSUE PER PERSON	TOTAL NO. OF CHANGES/PIECES	PRICE PER CHANGE/PIECE	STANDARD/ NON-STANDARD ¹	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE ²
03um Nikeoback shirt 4/5	13.59					.20	STD		
04um Nikeoback shirt 5/5	10.93					.165	STD		
0335 Nikeoback 65/35 shirt 2/5	10.22					.154	STD		
0436 Nikeoback 65/35 shirt 5/5	8.27					.125	STD		
0101 Cotton shirt 4/5	12.30					.224	STD		
0201 Cotton shirt 5/5	11.69					.21.3	STD		
1091 Nikeoback Reg Fit 5/5	13.77					.25.1	STD		
1040 Nikeoback Relax Tee	16.33					.29.8	STD		
71040 345 Impression Mat	31.37					1.22	STD		
71042 426 Impression Mat	48.27					1.96	STD		
5388 345 Scarape Mat	40.55					1.22	STD		

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

CHARGE		AMOUNT
Garment preparation per piece		.50
Name emblem per piece		.35
Company emblem per piece		1.25
Direct Embroidery:	Wearer name per piece	1.50
	Company name per piece	2.50 - 3.75
DEFE (See description on reverse side)		2.00 per Location
OR 3% volume discount is greater		

CHARGE		AMOUNT
Non-stock sizes per piece		1.50 - 3.00
Special cuts per piece		1.50 - 3.00
Restock/Exchange per piece		1.50
Automatic Wiper Replacement		3.00 .35
Automatic Linen Replacement		

COMMENTS

All Prep & Exhibition Charges ARE WAIVED ON THE INITIAL SET UP ONLY.
NTPA-600 (Health Agreement)

Approved change: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.⁴

The undersigned agrees to all terms on the reverse and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization—including logos or brand identities—that has been requested.

SALES REP: _____

ACCEPTED: _____

ACCEPTED: _____

LOCATION MANAGER (Signature)	DATE	CUSTOMER (Print Name and Title)
_____	_____	_____

LOCATION MANAGER (Print Name and Title)

EMAIL:

1. Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.
2. Merchandise which is Van-U-Leased is not cleaned by UniFirst.
3. Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.
4. All returned checks and declined credit/draft cards subject to \$35 processing fee.
5. This agreement is effective only upon acceptance by UniFirst Location Manager.

REQUIREMENTS SUPPLIED. The Customer orders from UniFirst Corp. ("UniFirst") rental and related services for all of Customer's requirements for garments and other items ("Merchandise") of the type listed on the reverse, at the prices and upon the terms and conditions outlined. Additional Merchandise requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed its quality standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and set-up charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in services and/or quality of Merchandise unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least sixty (60) days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within sixty (60) days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst providing that all previous balances due UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the service provided for in this Agreement, by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after its date of Merchandise (for new customers) or of any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60 month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. All charges are based upon the total Merchandise covered by this Agreement and may change as the amount of such Merchandise is increased or decreased. Any Merchandise payments required pursuant to this Agreement will be at UniFirst's list replacement price(s) then in effect. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges invoices.

On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series "D," CUIR0000SAC, other goods and services or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within ten days after receipt of such notice or notation.

Prices are based on fifty-two weeks of service per year. Customer agrees to pay all charges on receipt of invoice or, if a pre-approved charge customer, per standard terms. A late charge of 1 1/2% per month (18% per year) will be added to all amounts not paid within thirty days of invoice. If Customer fails to make timely payment, UniFirst may at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may include a DEFE charge to cover all or portions of certain expenses including:

- D = DELIVERY, or expenses associated with the actual delivery of services and products to customers' places of business, primarily Route Sales Representative communications, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.
- E = ENVIRONMENTAL, or expenses (past, present and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation and overall regulatory compliance.
- F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.
- E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections.

Flame Resistant. If the Merchandise supplied is designated as flame resistant ("FR"), it is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR garments will not provide significant protection from burns in the immediate area of high heat contact, due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR garments are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility. If the Merchandise supplied is visibility wear, it is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that the garments alone do not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The garments supplied satisfied particular Class I, Class II or Class III ANSI/SEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of visibility Merchandise will adversely affect its conspicuity.

Healthcare/Food-Related. Healthcare and food-related customers acknowledge that (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for Customer's needs, and (2) optional poly-bagging is recommended to reduce the risk of cross-contamination of Merchandise and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process. (* Poly-bag services incur additional charges.)

Customer agrees to notify all employees that the Merchandise is for general occupational use and, except for FR or visibility garments, affords no special wearer protections. Customer further agrees to notify all employees who will be wearing FR or visibility garments that such garments provide only limited protection as set forth herein and only under certain conditions. In addition, Customer acknowledges that (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty or covenant regarding the performance of the Merchandise (including without limitation FR and visibility garments); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employee while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Customer agrees not to contaminate any Merchandise with ashtrays, heavy metals, solvents, inks or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair.

If any Merchandise supplied hereunder is Merchandise that (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand), (2) consists of non-UniFirst manufactured or customized FR garments, or (3) consists of garments that have been permanently personalized (in all cases known as "Non-Standard Merchandise"), then upon the discontinuance of any service hereunder, at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's service program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all Standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

All disputes of whatever kind between Customer and UniFirst based upon past, present or future acts, whether known or unknown, and arising out of or relating to the negotiation, formation or performance of this Agreement shall be resolved exclusively by final and binding arbitration. The arbitration shall be conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed to by Customer and UniFirst) pursuant to the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association and shall be governed by the Federal Arbitration Act. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding. This paragraph is governed by New York law (exclusive of choice of law). The arbitrators shall award to the substantially prevailing party, if any, as determined by the arbitrators, all of its costs and fees. Costs and fees are defined as all reasonable pre-award expenses of the arbitration including the arbitrator's fees, administrative costs, travel expenses, out-of-pocket expenses, such as copying and telephone expenses, court costs, witness fees, and attorneys' fees.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. UniFirst may in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement provided that such assumption shall not relieve Customer of its liabilities hereunder and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special or punitive damages, in no event shall UniFirst's aggregate liability to a Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction, or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager, in Texas and certain other locations. UniFirst's business is conducted by and the term "UniFirst" as used herein, means UniFirst Holdings, Inc. d.b.a. UniFirst.

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: _____

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

SUBJECT:

DEPARTMENT:

SUBMITTED BY:

DATE SUBMITTED:

STAFF SUMMARY:

Ordinance 527 will allow for the annexation of an 8.28 acre tract of land located on south 17th street, between the 900 and 1200 blocks (legal description is listed within the Ordinance). The annexation will bring this property into the City limits. In addition, the ordinance specifies that when this tract of land is annexed, it will be given a zoning classification of Zone B - Multifamily.

The ordinance has been advertised and adjacent property owners have been notified of the potential zoning change as required by law.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

ATTACHMENTS:

Ordinance 527

RECOMMENDATION:

Staff recommend limiting public comment regarding this issue to 3 minutes per individual prior to action being taken.

Department Head

James R. Williams
City Manager

ORDINANCE NO. 527

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

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

A tract of land located in the Southwest Quarter of the Northwest Quarter (SW/4NW/4) of Section 9, Township 16 South, Range 36 East, N.M.P>M. , Lea County, New Mexico, and being more particularly described as follows:

Beginning at the Southwest corner of the J.L. Reed Addition to the City of Lovington, New Mexico, a point being S.0°06'00"E., 538.00 feet from the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 9; thence N.89°39'31"E., 50.0 feet; thence S.00°06'00"E., 126.00 feet; thence N.89°39'31"E., 473.71 feet; thence N.00°00'57"E., 125.44 feet; thence N.89°14'09"E., 59.63 feet; thence S.00°16'35"E., 146.00 feet; thence S.89°48'03"W., 60.38 feet; thence S.00°16'35"E., 518.03 feet; thence N.89°47'29"E., 6.31 feet; thence S.00°16'36"E., 120.36 feet to the Southwest corner of Unit Three of the J.L. Reed Addition to the City of Lovington, New Mexico; thence S.89°47'11"W., 531.94 feet to the West Quarter corner and the Northwest corner of the Dimsha Addition to the City of Lovington, New Mexico; thence N.00°06'00"W., 783.35 feet to the point of beginning.

Per City of Lovington Municipal Code 17.12.040, when territory is annexed into the City, each tract is assigned a zoning classification. The above tract will be rezoned from R-1 – Residential to Zone B – Multifamily.

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

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

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

ADOPTED BY THE GOVERNING BODY OF THE CITY OF LOVINGTON ON THE 14th DAY of July, 2014.

ATTEST:

Scotty Gandy, Mayor

CAROL ANN HOGUE, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 14, 2014



TYPE: ☐ RESOLUTION ☐ ORDINANCE ☐ PROCLAMATION ☐ INFORMATION ☒ OTHER ACTION

SUBJECT: Lodgers Tax Funding
DEPARTMENT: Lodgers Tax Board
SUBMITTED BY:
DATE SUBMITTED: July 2, 2014

STAFF SUMMARY:

The Lodgers Tax Board convened on July 1, 2014 to review funding requests for July - September, 2014. Attached are the recommended funding amounts for each project and entity.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

\$21,185.89 from Lodgers Tax Revenue

ATTACHMENTS:

Lodgers Tax Board Recommendations

RECOMMENDATION:

Motion to approve Lodgers Tax Board Recommendations.

Department Head

James R. Williams
City Manager

Lodgers Tax Board Funding Recommendation
July 1, 2014

Funding Quarter: July - September 2014

Estimated Funding Available:	\$	28,185.89
Dedicated Chamber Funding:	\$	3,000.00
Adjusted Estimated Funding:	\$	25,185.89
Funding Cap:	\$	21,185.89
Estimated Remaining:	\$	4,000.00

	Project	Organization	Funding Request	Evaluation Average	Percentage Weight	Potential Funding	Maximum Recommended Funding	Lodgers Tax Board Recommendation
1	Art Openings	Lea County Museum	\$ 7,821.68	33	47.14%	\$ 3,687.36	1,986.88	1,986.88
2	Lea Writers Roundup	Lea County Museum	\$ 7,821.68	24.75	35.36%	\$ 2,765.52	1,490.16	1,490.16
3	Wolberg Lectures	Lea County Museum	\$ 7,821.68	20.5	29.29%	\$ 2,290.63	1,234.27	1,234.27
4	Courthouse Open Mike Jam Sessions	Lea County Museum	\$ 7,821.68	32.5	46.43%	\$ 3,631.49	1,956.78	1,956.78
5	LCM Advertising	Lea County Museum	\$ 7,821.68	26	37.14%	\$ 2,905.20	1,565.42	1,565.42
6	Fair and Rodeo Parade Decorations	City of Lovington	\$ 7,717.80	57.25	81.79%	\$ 6,312.06	3,401.16	3,401.16
7	Wildbunch Classic	Wildbunch Softball	\$ 3,480.00	42	60.00%	\$ 2,088.00	1,125.09	1,125.09
8	Farmers Market	Lovington MainStreet	\$ 5,943.68	46	65.71%	\$ 3,905.85	2,104.61	2,104.61
9	Summer Concert Series	Lovington MainStreet	\$ 17,289.00	47.5	67.86%	\$ 11,731.82	6,321.52	6,321.52
			\$ 73,538.88			\$ 39,317.94	21,185.89	21,185.89

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 14, 2014



TYPE: ☐ RESOLUTION ☐ ORDINANCE ☐ PROCLAMATION ☐ INFORMATION ☒ OTHER ACTION

SUBJECT: Accounts Payable
DEPARTMENT: Finance
SUBMITTED BY: Tracy Rodriguez
DATE SUBMITTED: July 10, 2014

STAFF SUMMARY:

Finance Department Staff have prepared the accounts payable for your review and approval.

Please note that this accounts payables series includes payables to close out the end of FY2014 and payables from the beginning of FY2015.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

See accounts payable detail.

ATTACHMENTS:

Accounts Payable: General Fund and Utility Fund

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 7/1/2014 Through 7/30/2014

101 - General Fund

Vendor Name	Dept Code	Current Balance
Alsco		379.93
B- Line Filter & Supply, Inc		103.11
Baja Broadband		1.50
Blaine Industrial Supply		233.14
Bob's Thriftway		370.24
C & S Motor Parts Co.		149.95
Cowboys Corner		31.95
Farmer Brothers Company		121.08
Federal Express Services		346.94
Forrest Tire Co.		55.58
General Welding Supply		85.00
H & K Pest Control Co.		117.32
Higginbotham-Bartlett Co.		378.61
Kenzie Plumbing		320.28
Lea County Roadside		105.50
Lea County Treasurer		5,272.75
Lovington Auto Supply		164.05
Lovington Chamber of Commerce		9,750.00
Lowe's RV		655.15
Lyle Signs		681.66
Master Printers		629.85
Mr. Key's Locksmith		265.02
New Mexico Municipal League		16,725.00
NM Mun Clerk & Finance Officer		60.00
NM Mun Court Clerks Assoc.		60.00
NM Mun Judges Assoc.		150.00
P & D Petroleum, Inc		14,805.04
Porter Lee Corp.		767.00
Pro Vision Video Systems		5,054.07
Roberts Oil & Lube		108.00

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - General
From 7/1/2014 Through 7/30/2014

Science Spectrum	217.00
Southwest Polygraph	267.03
Staples Advantage	850.76
Sunbird Home Resort Products	415.27
SWAT, LLC	136.19
Tom's Sharp Shop	481.24
Travelers	144.62
Triple H Engine Service	470.53
U S Food Service	675.62
WTG Fuels, Inc	5,973.91
Zia Consulting, Inc.	<u>605.00</u>
Report Balance	<u><u>68,184.89</u></u>

City of Lovington (New)
Summary A/P Ledger - A/P Summary CMeeting - General
From 7/1/2014 Through 7/30/2014

Payee	Transaction Description	Check Amount
3 M Cogent	Police-Law Enforcement Applicant/emplo yee/J Dominguez	8.30
4River Equipment	Streets-Repair on JD Blade	11,781.83
4River Equipment	Streets-orings	29.04
A-Tech Air Cond. & Heating	Police-Checked A/C replaced belt	388.69
A-Tech Air Cond. & Heating	Troy Harris- Check and Repairs to AC	725.68
ABSW	Senior Center- Repairs to A/C	343.40
Action Express Steam Cleaning	Swimming Pool- Steam Cleaning Machine	853.97
AG Equipment Co.	Streets-Bush hog mower	5,678.00
ALCO Stores, Inc	Cemetery- Supplies	13.17
ALCO Stores, Inc	Fire-Iron	25.99
ALCO Stores, Inc	Fire-Supplies	27.75
ALCO Stores, Inc	Museum- Supplies	152.10
ALCO Stores, Inc	Streets-Sharpie	13.06
ALCO Stores, Inc	Swimming Pool- Supplies	112.58
ALCO Stores, Inc	Swimming Pool- Tape	2.99
ALCO Stores, Inc	Vet/Animal Control-Tidy Cat/Bleach/Gain	56.27
ALCO Stores, Inc	Cemetery- Supplies	28.11

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - General
From 7/1/2014 Through 7/30/2014

ALCO Stores, Inc	Finance-Commission	15.96
ALCO Stores, Inc	Meeting Vet/Animal Control-Cat	28.17
ALCO Stores, Inc	Scoop Vet/Animal Control-Supplies	98.11
ALCO Stores, Inc	Vet/Animal Control-Supplies	165.45
Alsco	Ambulance-Linen Contract	759.86
Amazing Bodinni (Benny Bodo)	Library-Summer Reading programs SRP Peformance 6-19-14	350.00
American Library Sales	Library-Books	279.29
American Medical Group, Inc	Fire-Dot Drug Screen/T Gleaves/W Ganaway	138.86
American Medical Group, Inc	Motor Vehicle-Drug Sceen/S Willingham	69.45
American Medical Group, Inc	Parks-Drug Screen/D martin/R Davis	154.88
American Medical Group, Inc	Police-Drug Screen/M Martinez/V Valenzuela	138.86
American Medical Group, Inc	Recreation-Alcohol/Drug Screen/R Juarez	96.13
American Medical Group, Inc	Senior Center-Drug Screen-Norma Vejil	69.43
American Medical Group, Inc	Streets-Drug Screen C Weaver	70.11

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - General
From 7/1/2014 Through 7/30/2014

American Medical Group, Inc	Vet/Animal Control-Drug Screen/B Bartlett Roofing Project: Bid Bond Refund 06.03.14	69.43 4,115.00
Artesia Fire Equipment	Fire-Collar brace	78.42
Artesia Fire Equipment	Fire-Williams Thunderstorm Gal	1,499.96
Asbestos Consulting	Finance- Asbestos Inspections of Lea Theater Gen-Cellular Phone Bill-May 2014	2,753.55 2,252.54
Atco International	Cemetery- Supplies	260.00
BeGeo Investment LLC	Ambulance- Uniform Cleaning April 2014	57.50
BeGeo Investment LLC	Police-Uniform Cleaning Dominguez	25.00
BeGeo Investment LLC	Police-Uniform Cleaning- Sandoval	65.00
BeGeo Investment LLC	Police-Uniform Cleaning- Buford	17.50
BeGeo Investment LLC	Police-Uniform Cleaning-Clark	60.00
BeGeo Investment LLC	Police-Uniform Cleaning- Herweg	35.00
BeGeo Investment LLC	Police-Uniform Cleaning- Hooper	15.00

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - General
From 7/1/2014 Through 7/30/2014

BeGeo Investment LLC	Police-Uniform	27.50
	Cleaning-Lynch	
BeGeo Investment LLC	Police-Uniform	12.50
	Cleaning-	
	Martinez	
BeGeo Investment LLC	Police-Uniform	50.00
	Cleaning-	
	Miranda	
BeGeo Investment LLC	Police-Uniform	57.50
	Cleaning-	
	Neblett	
BeGeo Investment LLC	Police-Uniforms	22.50
	Cleaning-	
	Gomez	
BeGeo Investment LLC	Ambulance-	22.50
	Uniform	
	Cleaning J	
	Myers May	
	2014	
BeGeo Investment LLC	Ambulance-	5.00
	Uniform	
	Cleaning M	
	Ontiveros May	
	2014	
BeGeo Investment LLC	Ambulance-	20.00
	Uniform	
	Cleaning May	
	2014 C Trujillo	
BeGeo Investment LLC	Ambulance-	40.00
	Uniform	
	Cleaning S	
	Moorehead May	
	2014	
BeGeo Investment LLC	Ambulance-	27.50
	Uniform	
	Cleaning T	
	Lizardo May	
	2014	
BeGeo Investment LLC	Police-Uniform	184.50
	Cleaning May	
	2014	

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - General
From 7/1/2014 Through 7/30/2014

BeGeo Investment LLC	Police-Uniforms Cleaning May 2014	112.50
Benchmark	Library-B/w & Color Prints	87.49
Big Sky Communications	Police-Cordless Headset/dispatch h	1,398.00
Blaine Industrial Supply	Ambulance- Cleaning Supplies	359.56
Blaine Industrial Supply	Denton- Cleaning Supplies	8.01
Blaine Industrial Supply	Library-Gloves	17.35
Blaine Industrial Supply	Library-Paper Towels	26.30
Blaine Industrial Supply	Parks-Tissue	213.43
Blaine Industrial Supply	Police-Cleaning Supplies	221.05
Blaine Industrial Supply	Police-Nit glo	8.77
Blaine Industrial Supply	Senior Center- Cleaning Supplies	139.97
Blaine Industrial Supply	Senior Center- Lock Handle/Frame	27.08
Blaine Industrial Supply	Senior Center- Sheila Shine	121.14
Blaine Industrial Supply	Swimming Pool- Cleaning Supplies	329.42
Blaine Industrial Supply	Cemetery- Supplies	105.18
Blaine Industrial Supply	Parks-Cleaning Supplies	690.23
Blaine Industrial Supply	Parks-Towels	60.50
Blaine Industrial Supply	Police-Cleaning Supplies	324.28
Blaine Industrial Supply	Recreation- Cleaning Supplies	274.86

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - General
From 7/1/2014 Through 7/30/2014

Blaine Industrial Supply	Senior Center- Cleaning	20.59
Blaine Industrial Supply	Supplies Streets-Cleaning Supplies	115.16
Blaine Industrial Supply	Troy Harris- Cleaning	106.66
Blaine Industrial Supply	Supplies Youth Center- Cleaning	169.71
Blaine Industrial Supply	Supplies Youth Center- Supplies	416.49
Blaine Industrial Supply	Cemetery- Cleaning	39.67
Blooming Gardens	Supplies Swimming Pool- Cyress	45.00
Blooming Gardens	Swimming Pool- Pampas Grass	45.00
Blooming Gardens	Swimming Pool- Salvia Trees	64.98
Blooming Gardens	Swimming Pool- Trees	59.96
Blooming Gardens	Swimming Pool- Trees	179.90
Bob's Thriftway	Finance- Cookies	36.82
Bob's Thriftway	Finance-Food	20.18
Bob's Thriftway	Parks-Bottled Water	31.92
Bob's Thriftway	Senior Center- food	260.58
Bob's Thriftway	Swimming pool- ice	2.99
Bob's Thriftway	Swimming Pool- Supplies	152.37
Bob's Thriftway	Swimming Pool- Water/Ice	32.91
Bob's Thriftway	Youth Center- Food	49.07

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - General
From 7/1/2014 Through 7/30/2014

Bob's Thriftway	Cemetery- Water/Powerade	61.87
Bob's Thriftway	Fire-Drano Max	28.82
Bob's Thriftway	Parks-Bottled water	47.88
Bob's Thriftway	Police-Dividers	3.80
Bob's Thriftway	Police-Smokin on the plaza supplies	25.95
Bob's Thriftway	Senior Center- Food	191.40
Bob's Thriftway	Senior Center- Green Cabbage	6.25
Bob's Thriftway	Streets-Coffee Filters	4.16
Bob's Thriftway	Streets- Water/Coffee Supplies	69.33
Bob's Thriftway	Swimming Pool- Bag of Ice	8.97
Bob's Thriftway	Swimming Pool- Hefty Bags	41.42
Bob's Thriftway	Swimming pool- ice	8.96
Bob's Thriftway	Swimming Pool- Ice/Water	61.85
Bob's Thriftway	Swimming Pool- Supplies	95.79
Bob's Thriftway	Swimming Pool- Water/Bag of Ice	10.97
Bob's Thriftway	Swimming Pool- Water/Ice	89.34
Bob's Thriftway	Swimming Pool- bags of ice/water	67.48
Bob's Thriftway	Youth Center- Food for Swimming Party 2014	79.44

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - General
From 7/1/2014 Through 7/30/2014

BSN Sports	Parks-	332.13
	Volleyball/Basketball Nets	
C & S Motor Parts Co.	Parks-Tractor	37.79
	Battery	
C & S Motor Parts Co.	Recreation-Oil	10.98
	Dry	
C & S Motor Parts Co.	Recreation-	676.83
	Supplies	
C & S Motor Parts Co.	Streets-Fuel	7.02
	Filters	
C & S Motor Parts Co.	Streets-Rubber	30.00
	Undercoat	
C & S Motor Parts Co.	Streets-Supplies	224.93
C & S Motor Parts Co.	Cemetery-10w	14.32
	30 Motor Oil	
C & S Motor Parts Co.	Cemetery-Screw	4.20
C & S Motor Parts Co.	Cemetery-	12.24
	Supplies	
C & S Motor Parts Co.	Parks-Pennzoil	15.75
	Oil	
C E S	Finance-	9,818.01
	Material for	
	Comprehensive	
	Plan	
C E S	Recreation-	9,042.76
	Erect Restroom	
	Pay App #1	
C E S	Recreation-	9,898.93
	Parks Restrooms	
	Billing #2	
C E S	Streets-9th	14,365.00
	Street	
	Reconstruction-	
	Engineer Fees	
	2014	
C. W. Associates	Library-Book	88.81
Caprock Air Cond/Heating	Library-	80.11
	Diagnostic for	
	AC	
Casco Industries	Fire-Gear Bags	410.00

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - General
From 7/1/2014 Through 7/30/2014

Casco Industries	Fire-Uniforms	1,888.00
Certified Air Cond. & Appliance	Finance-Repair to Ice Machine	266.42
Christopher L. Harrell	Library-SRP	165.00
	Performance Summer Reading Programs 2014	
Cisco Equipment	Streets-Cable	62.39
City of Lovington/General Fund	Reimb Gen Fund for June, 2014 Design Franchise salaries	(3,846.98)
Comp-Ray, Inc	Vet/Animal Control-Processor	69.55
Constructors, Inc	Cleaning Streets-cold Mix	1,700.40
Constructors, Inc	Streets-Ton Cold Mix	4,250.40
ContentWatch, Inc	Library-Filtering Software	99.95
Copies, Inc.	Finance-B/W Prints/Color	960.60
Copies, Inc.	Printer Copier Senior center-Sharp Toner	119.99
Copies, Inc.	Youth Center-Yellow Ink	199.00
Copies, Inc.	Finance-Excess Copies	784.73
Copies, Inc.	Motor Vehicle-Toner for Copier	87.73
Cowboys Corner	Vet/Animal Control-hay	30.00
Cowboys Corner	Vet/Animal Control-Permethin	39.90

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - General
From 7/1/2014 Through 7/30/2014

Cowboys Corner	Animal	96.90
	Control/Vet-Dog	
	food	
Crop Production Service	Cemetery-Credit	(216.24)
Crop Production Service	Cemetery-Soil	320.00
	Sample Basic	
Dailey-Wells Communications	Police-Replace	178.75
	channel	
	knobs/Screws	
Deans, Inc	Police-Repairs	193.39
	to Unit 15	
	Lights	
Farmer Brothers Company	Gen-Coffee	106.33
	Supplies	
Farmer Brothers Company	Police-Coffee	93.15
	Supplies	
Farmer Brothers Company	Gen-Coffee	51.15
	Supplies	
Farmer Brothers Company	Police-Coffee	225.68
	Supplies	
Forrest Tire Co.	Ambulance-	207.76
	New Front Tire	
Forrest Tire Co.	Ambulance-Tire	205.50
	Replacement	
Forrest Tire Co.	CREDIT ON	(454.88)
	INVOICE	
	#567571	
Forrest Tire Co.	Police-Flat	18.70
	Repair Unit 1	
Forrest Tire Co.	Police-Tire for	179.14
	unit 4	
Forrest Tire Co.	Police-Tires	246.06
Forrest Tire Co.	Police-Tires unit	237.44
	18	
Forrest Tire Co.	Police-Valve	10.00
	Stem	
Forrest Tire Co.	Recreation-Tires	76.84
Forrest Tire Co.	Streets-Flat	94.45
	Repair	
Forrest Tire Co.	Vet/Animal	228.05
	Control-Tire	

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - General
From 7/1/2014 Through 7/30/2014

Forrest Tire Co.	Police-Flat	16.03
	Repair on unit	
	20	
Forrest Tire Co.	Police-New	493.43
	Tires unit 25	
Forrest Tire Co.	Police-Tire	604.32
Forrest Tire Co.	Police-Tires for	132.65
	unit 10	
Forrest Tire Co.	Police-Tires for	123.36
	unit 9	
Forrest Tire Co.	Recreation-Flat	18.70
	Repair	
Forrest Tire Co.	Streets-Flat	18.70
	Repair	
Forrest Tire company	Police-Tire	125.27
	Repair	
G & G Roofing, Inc.	Roofing	112,093.07
	Project:Lib,Fire,	
	Police,Denton &	
	Chamber	
Galls/Quartermaster	Fire-Mens EMS	91.31
	Pants	
Galls/Quartermaster	Fire-	741.69
	Uniforms/Leath	
	er Belts	
Galls/Quartermaster	Vet/Animal-	347.18
	Uniforms	
Gardner Media, LLC	Library-Books	273.22
Gasco Mfg. Corp.	Streets-	21.23
	Lube/Orings	
Gebo Credit Corporation	Cemetery-	9.79
	Supplies	
Gebo Credit Corporation	Streets-Gloves	84.74
Gebo Credit Corporation	Fire-Weed	20.98
	Killer/Blue	
	Spray Pattern	
Gebo Credit Corporation	Vet/Animal	380.62
	Control-	
	Supplies	
Gebo Credit Corporation	Police-Supplies	744.79
Gebo Credit Corporation	Vet/Animal	159.94
	Control-	
	Supplies	

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - General
From 7/1/2014 Through 7/30/2014

Gempler's, Inc	Cemetery-	211.35
	Supplies	
Gempler's, Inc	Parks-	203.00
	Helmet/Window	
	Shield/Rachet/V	
	isor Bracket	
Gempler's, Inc	Parks-Supplies	218.40
General Welding Supply	Ambulance-	145.00
	Oxygen Bottles	
General Welding Supply	Ambulance-	365.00
	Oxygen	
	Compressed	
General Welding Supply	Parks-Cylinder	34.00
	Rntal	
General Welding Supply	Streets-Tank	51.00
	Rental	
General Welding Supply	Ambulance-	225.00
	Oxygen	
	Compressed	
Grandview Veterinary Clinic	Vet/Animal	25.00
	Control-	
	Sterilization	
	Certif	
Grey House Publishing	Library-Book	237.50
Grey House Publishing	Library-Books	295.70
H & K Pest Control Co.	Gen-Spraying	469.28
	offices for Pest	
	Control May	
	2014	
Haarmeyer Electric	Recreation-	86.28
	Light Repair to	
	Tball Field	
Haarmeyer Electric	Troy Harris-	384.04
	Replaced	
	lights/Switch	
Higginbotham-Bartlett Co.	Ambulance-	62.93
	Bulb	
Higginbotham-Bartlett Co.	Cemetery-Caulk	15.87
	Silcn	
Higginbotham-Bartlett Co.	Cemetery-	46.96
	foggers	
Higginbotham-Bartlett Co.	Cemetery-	6.79
	Respirator	

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - General
From 7/1/2014 Through 7/30/2014

Higginbotham-Bartlett Co.	Cemetery-Supplies	35.93
Higginbotham-Bartlett Co.	Finance-Staples	2.99
Higginbotham-Bartlett Co.	Finance-Surge Strip	24.99
Higginbotham-Bartlett Co.	Fire-Supplies	118.43
Higginbotham-Bartlett Co.	Library-Supplies	9.16
Higginbotham-Bartlett Co.	Parks-Supplies	103.96
Higginbotham-Bartlett Co.	Recreation-Marking Paint	122.22
Higginbotham-Bartlett Co.	Recreation-Spray paint	81.48
Higginbotham-Bartlett Co.	Recreation-Supplies	226.49
Higginbotham-Bartlett Co.	Recreation-Tape	10.99
Higginbotham-Bartlett Co.	Recreation-Tape Rule	26.99
Higginbotham-Bartlett Co.	Recreation-Trim lIne	9.99
Higginbotham-Bartlett Co.	Senior Center-Supplies	81.97
Higginbotham-Bartlett Co.	Streets-Gloves/Spray Paint	44.56
Higginbotham-Bartlett Co.	Streets-Supplies	345.60
Higginbotham-Bartlett Co.	Swimming Pool-Broom	67.96
Higginbotham-Bartlett Co.	Swimming Pool-Rope	7.00
Higginbotham-Bartlett Co.	Swimming Pool-Supplies	812.82
Higginbotham-Bartlett Co.	Swimming Pool-Ties Cable	7.99
Higginbotham-Bartlett Co.	Swimming Pool-Wrench Set	61.98
Higginbotham-Bartlett Co.	Swimmng Pool-Supplies	60.65
Higginbotham-Bartlett Co.	Vet/Animal Control-Supplies	117.48

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - General
From 7/1/2014 Through 7/30/2014

Higginbotham-Bartlett Co.	Youth Center-Supplies	74.98
Higginbotham-Bartlett Co.	Cemetery-Drain Boiler	7.49
Higginbotham-Bartlett Co.	Cemetery-Handle	21.29
Higginbotham-Bartlett Co.	Cemetery-Supplies	198.81
Higginbotham-Bartlett Co.	Fire-Supplies	323.37
Higginbotham-Bartlett Co.	Motor Vehicle-Supplies	11.48
Higginbotham-Bartlett Co.	Parks-Ace Poly Scoops	39.98
Higginbotham-Bartlett Co.	Parks-Fender Washers box	19.99
Higginbotham-Bartlett Co.	Parks-Supplies	521.95
Higginbotham-Bartlett Co.	Recreation-Supplies	84.44
Higginbotham-Bartlett Co.	Rereation-Supplies	208.68
Higginbotham-Bartlett Co.	Streets-Rake	33.98
Higginbotham-Bartlett Co.	Streets-Supplies	154.66
Higginbotham-Bartlett Co.	Swimming Pool-Dry/Wet Vac	82.99
Higginbotham-Bartlett Co.	Swimming Pool-Keys	3.38
Higginbotham-Bartlett Co.	Swimming Pool-Supplies	687.73
Higginbotham-Bartlett Co.	Vet/Animal Control-Keys	6.23
Higginbotham-Bartlett Co.	Vet/Animal Control-Supplies	141.96
Higginbotham-Bartlett Co.	Cemetery-Key Accessories	3.38
Higginbotham-Bartlett Co.	Cemetery-Supplies	88.26
Higginbotham-Bartlett Co.	Cemetery-Suppliesd	33.16
Higginbotham-Bartlett Co.	Parks-Supplies	69.56
Higginbotham-Bartlett Co.	Swimming Pool-Supplies	38.94

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - General
From 7/1/2014 Through 7/30/2014

High Plains Refrigeration, Inc	Fire-Ice machine Rental	128.18
High Plains Refrigeration, Inc	June 2014 Fire-Ice Machine Rental	128.18
Hobbs News-Sun	May 2014 Finance- Advertising Finance Director	166.62
Hobbs News-Sun	5/14 Finance-LN Bidders: Weeds/ Brush abatement	60.11
Hobbs News-Sun	Finance-LN Notice to Bidders	60.11
Hospital Services Corporation	Recreation- Background Checks-R Juarez	34.24
Hospital Services Corporation	Cemetery- Criminal History Check/D Gomez/I Hernandez	67.95
Hospital Services Corporation	Swimming Pool- Criminal history Check/N Bustamante/R Haley	67.93
Hospital Services Corporation	Youth Center- Drug Screen L Smith/T Astudillo	67.93
Image Perspectives	Handcheck	75.81
In The Swim	Swimming pool- Immobilizer	442.94
Inventory Trading Company	Board Police-Brigade Polo	500.00

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - General
From 7/1/2014 Through 7/30/2014

Jim Trujillo	Judicial-Hrs	64.12
Ketch-All Co.	Alternate Judge Vet/Animal Control-Ketch all pole	256.75
Kidsplace Designs, LLC	Parks-Mulch for Ave D And chaparal Parks	11,388.00
KLEA Radio	Finance-Senior Graducation/Co ngrats	199.00
Krames Staywell	Swimming Pool- CPR Mask	220.76
Kustom Signals, Inc.	Police-Radar Diagnostic Assess	133.00
Kustom Signals, Inc.	Police-Radar Labor	145.50
Larry Mahan's Paint & Body	Police-Repair to Unit 2	371.29
Larry Mahan's Paint & Body	Police-Repairs to Unit 31	892.56
Laura Brock	Vet/Animal Control-Reimb for Dish pan for litter box	28.38
Lea County Electric	Gen-Utility Electric bill May 2014	22,884.06
Lea County Museum	Museum-Reimb for Advertising- Concerts/Marath on	2,970.61
Lea County Museum	Museum-Reimb for Supplies for Office/Cleaning	179.41
Lea County Museum	Museum-Reimb for Supplies from Higginbotham	133.50

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - General
From 7/1/2014 Through 7/30/2014

Lea County Roadside	Police-Towing Charge- Investigation report #0293	168.80
Lea County Roadside	Police-Towing Unit 21	184.62
Lea County Septic Tank Service	Recreation- Portable Potty Rental	390.35
Lea County Septic Tank Service	Finance- Portable Potty	126.60
Lea County Septic Tank Service	Parks-Portable Potty	211.00
Lea County Septic Tank Service	Recreation- Portable Potty/Baseball Fields	506.40
Lea County Treasurer	Judicial-Inmate housing May 2014	5,371.00
LightHouse BIS, LLC	Finance- Agreement CA Renewal August 2014	275.00
LightHouse BIS, LLC	Cemetery- Repairs to Computer	224.50
Lovington Auto Supply	Ambulance- Battery	87.58
Lovington Auto Supply	Fire-Clamp	5.24
Lovington Auto Supply	Fire-Supplies	38.55
Lovington Auto Supply	Police-bulb for unit 12	1.94
Lovington Auto Supply	Police-ENR Elect Battery	4.99
Lovington Auto Supply	Police-Mirror Adhesive	11.10
Lovington Auto Supply	Police-tape	8.38
Lovington Auto Supply	Streets-Fuel system Cleaner	7.92
Lovington Auto Supply	Streets-Grease Gun	699.00

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - General
From 7/1/2014 Through 7/30/2014

Lovington Auto Supply	Streets- Hose/Hose Clamps	35.85
Lovington Auto Supply	Streets-hoses	25.02
Lovington Auto Supply	Fire-Battery	75.96
Lovington Auto Supply	Fire- Battery/Cooler	60.61
Lovington Auto Supply	Fire-Control	9.12
Lovington Auto Supply	Police-Battery for Unit 21	3.99
Lovington Auto Supply	Police-Spark Plugs	27.02
Lovington Auto Supply	Police-Supplies	166.10
Lovington Auto Supply	Police-Wiper blades for Unit 15	23.24
Lovington Auto Supply	Streets-Regal Tool Blue	4.97
Lovington Auto Supply	Streets-Supplies	90.39
Lovington Basketball Booster	Finance-Subsidy for HTE 2014 Summer Program 2014	2,400.00
Lovington Chamber of Commerce	Lodgers Tax- Vistitor Upkeep June 2014	1,000.00
Lovington Leader	Finance- Advertising for City Agenda/Meeting s	713.39
Lovington Leader	Finance- Employment Advertising/Fin ance Director	224.44
Lovington Leader	Finance-LN Adoption of ordinance 524 04/19/14	260.57

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - General
From 7/1/2014 Through 7/30/2014

Lovington Leader	Finance-LN	29.63
	Adoption of	
	Ordinance 525	
	04/17/14	
Lovington Leader	Finance-LN	30.30
	Adoption of	
	Ordinance 526	
Lovington Leader	Finance-LN bid	29.63
	#14-0429 N 9th	
Lovington Leader	Library-	59.85
	Devotional Pg	
Lovington Leader	Swimming Pool-	576.06
	Advertising for	
	Cashiers 5-14	
Lovington Leader	Swimming Pool-	576.06
	Advertising for	
	Lifeguards 5-14	
Lovington Leader	Swimming Pool-	576.06
	Advertising for	
	Pool Managers	
Lovington Leader	Cemetery-	224.44
	Employment Ad-	
	Summer Helper	
	2014	
Lovington Leader	Finance-Ad	261.84
	Finance Director	
	May/June 2014	
Lovington Leader	Finance-LN	20.87
	Annexation	
	request S. 17th	
Lovington Leader	Parks-Ad	224.44
	Summer Help 5-	
	2014	
Lovington Leader	Youth Center-	192.38
	Employment ad	
	Summer Help	
	2014	
Lovington Leader	Finance-Ad for	64.13
	Project inspector	
Lovington Leader	Finance-LN	7.41
	Lodger's Tax	
	Board 07-01-14	

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - General
From 7/1/2014 Through 7/30/2014

Lovington Leader	Finance-LN	8.08
	P&Z Board 06-14-14	
Lovington Leader	Finance-LN	7.41
	Parks & Rec board 6/17/14	
Lovington Veterinary Clinic	Police-Medical treatment for	137.00
	Dar	
Lovington Veterinary Clinic	Police-Vaccines	123.00
	For Dar	
Lyle Signs	Streets-Street Signs	13,743.00
Marker Services, LLC	Youth Center-Replaced	73.74
	Thermostat on	
	System	
Marker Services, LLC	Youth Center-Repairs to A/C	897.66
	in tutoring	
	Room	
Marker Services, LLC	youth Center-Repairs to Ac in	2,309.57
	ged room	
MAS Modern Marketing	Police-Evidence	211.34
	Bags	
Master Plumbers	Swimming Pool-New line for	406.13
	Plumbing	
Master Plumbers	Swimming pool-Repairs to Flow	3,594.98
	Preventer	
Master Plumbers	Swimming Pool-Blower Room	347.34
	had a Leak	
Master Printers	Fire-Stationery	79.90
Master Printers	Judicial-	89.95
	Business Cards	
Master Printers	Finance-	92.95
	Business Cards	
	C Hogue	
Master Printers	Finance-	129.00
	Employee	
	History Cards	

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - General
From 7/1/2014 Through 7/30/2014

Master Printers	Vet/Animal Control-Citation Tickets	229.00
Master Printers	Vet/Animal Control- Warning Tickets	389.65
Med-Vet International	Vet/Animal Control-Medical Supplies for Pets	701.81
Michael's Prescription Corner	Ambulance- Medical Supplies	149.08
Michael's Prescription Corner	Finance-Finance Charge	1.50
Michael's Prescription Corner	Ambulance- Medicine for Ambulances	700.39
MicroMarketing LLC	Library-Books	783.80
Moreno Roofing	Vet/Animal Control-Final Payment on roof Project	36,658.13
Movie Licensing USA	Library-Book	295.00
Mr. Key's Locksmith	Troy Harris- Lock work	687.12
Mr. Key's Locksmith	Swimming Pool- New Locks for Doors	158.17
Mueller, Inc.	Streets-Sheet Metal for Fence	23,965.81
Mustang Country	Senior Center- Repairs to uplander	85.55
Nancy Marquez	Police-Reimb for Fuel for Generator	18.00
NM Environment Dept.	Senior Center- Field Operations/annu al Regular Institution	200.00

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - General
From 7/1/2014 Through 7/30/2014

Noble Industrial Supply Corp	Cemetery-Weed Killer	656.15
Odessa Pumps & Equipment	Swimming Pool-Checked Cirulating Pump	360.00
Odessa Pumps & Equipment	Swimming Pool-Circulating Pump Repair	560.00
P & D Petroleum, Inc	Cemetery-Fuel	907.95
P & D Petroleum, Inc	Finance-Fuel	180.79
P & D Petroleum, Inc	Fire-Fuel	5,519.84
P & D Petroleum, Inc	Parks-fuel	742.32
P & D Petroleum, Inc	Police-Fuel	2,093.24
P & D Petroleum, Inc	Recreation	16.62
P & D Petroleum, Inc	Recreation-Fuel	1,155.06
P & D Petroleum, Inc	Senior Center-Fuel	299.22
P & D Petroleum, Inc	Streets-Fuel	2,007.50
P & D Petroleum, Inc	Vet/Animal Control-Fuel	774.75
P & D Petroleum, Inc	Youth Center-Fuel	58.51
Padge's Flower Shop	Finance-Sympathy arrangement Joe Lewis	92.98
Phillips 66 Co.	Gen-Fuel Card June 2014	209.43
Premier Electric	Motor Vehicle-Hadicap Acessibel for Door	374.06
Premier Electric	Recreation-Checked Power/Lights	164.59
Pro-Treat Power Equipment	Parks-Supplies	748.34
Pro-Treat Power Equipment	Cemetery-Blade	104.68
Pro-Treat Power Equipment	Cemetery-Blade Bolt/Washer	4.79
Pro-Treat Power Equipment	Cemetery-Supplies	254.48

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - General
From 7/1/2014 Through 7/30/2014

Pro-Treat Power Equipment	Parks-Dolmar Blower PB-2514	219.95
Pro-Treat Power Equipment	Parks-Weed Eater Part	10.00
Professional Communications	Fire-Mobile in chief Vehicle	5,434.77
Professional Communications	Fire-Voice Pager	900.00
Professional Communications	Fire/Ambulance- Feature Field Upgrade EDACS	25,000.00
Professional Communications	Fire-Antenna	64.00
Professional Communications	Fire-Equipment	6,017.52
Professional Communications	Fire-Install	213.63
	Crossband System	
Professional Communications	Fire-mobile Radio	393.53
Professional Communications	Fire-Voice Pager	2,250.00
Proquest	Library-Online	850.00
RDJ Specialties, Inc.	Police-Jr Police Badge Stickers	480.45
Red Bud Supply, Inc	Streets-Supplies	622.95
Red Bud Supply, Inc	Streets-Traffic Cones	6,879.39
Reid Insurance Group, Inc.	Motor Vehicle- Renew Notary Bond	70.00
Reliable Chevrolet	Streets-2015 Chevrolet Solverado 3500 4x4	36,735.00
Robert's Anesthesia Repair LLC	Vet/Animal Control-Service 2 Machine	418.80
Roberts Oil & Lube	Ambulance-Oil Change EMS2	139.00
Roberts Oil & Lube	Police-Oil change on Unit 1	69.50

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - General
From 7/1/2014 Through 7/30/2014

Roberts Oil & Lube	Police-Oil/Lube on Unit 21	85.50
Roberts Oil & Lube	Police-Oil/Lube Unit 10	106.00
Roberts Oil & Lube	Police-Oil/Lube unit 8	101.00
Roberts Oil & Lube	Senior Center- Oil Change	47.00
Roberts Oil & Lube	Vet/Animal Control-Oil Change	101.00
Roberts Oil & Lube	Ambulance-Oil Change EMS 2	74.00
Roberts Oil & Lube	Ambulance-Oil Change EMS 4	139.00
Roberts Oil & Lube	Fire-Oil Change on Tahoe	71.00
Roberts Oil & Lube	Police-Change Oil	94.00
Roberts Oil & Lube	Police-Oil Change For unit 23	83.00
Roberts Oil & Lube	Police-Oil Change Unit 25	85.50
Roberts Oil & Lube	Police-Oil/Lube Unit 31	106.00
Roswell Daily Record	Finance- Advertising for Finance Dir	213.90
Sam's Club	Economic Development- Supplies	1,360.04
Santex Truck Center, Ltd	Street-2015 New dump truck	108,839.00
Southwest Polygraph	Police- Polygraph Services Paula Dossev	267.03
Southwest Polygraph	Police- Polygraph Service/Karina Tello	267.03

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - General
From 7/1/2014 Through 7/30/2014

Squeaky Clean	Gen-Office	4,547.53
	Cleaning May	
	2014	
Squeaky Clean	Gen-Office	4,547.53
	Cleaning June	
	2014	
Staples	Finance-Office	1,084.44
	Supplies	
Staples	Police-Office	1,146.28
	Supplies	
Staples	Senior Center-	505.89
	Office Supplies	
Staples	Swimming Pool-	256.82
	Office Supplies	
Staples Advantage	Finance-Office	589.80
	Supplies	
Staples Advantage	Fire-Office	829.37
	Supplies	
Staples Advantage	Gen-Copy Paper	289.80
Staples Advantage	Gen-Office	40.54
	Supplies	
Staples Advantage	Judicial-Office	144.54
	Supplies	
Staples Advantage	Motor Vehicle-	113.98
	Office Supplies	
Staples Advantage	Police-Office	729.53
	Supplies	
Staples Advantage	Vet/Animal	199.98
	Control-Cabinet	
	File	
Staples Advantage	Judicial-Monitor	509.97
Staples Advantage	Judicial-Office	148.99
	Supplies	
Staples Advantage	Finance-Back	16.59
	Support Belt	
Staples Advantage	Finance-Brother	299.99
	Printer	
Staples Advantage	Finance/Streets-	133.89
	Office Supplies	
Staples Advantage	Gen-Office	340.68
	Supplies	

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - General
From 7/1/2014 Through 7/30/2014

Staples Advantage	Judicial-Office	216.63
	Supplies	
Staples Advantage	Judicial-	28.38
	Wireless moblie	
	Mouse 3500	
Staples Advantage	Library-office	1,106.81
	Supplies	
Staples Advantage	Police-Office	423.01
	Supplies	
Staples Advantage	Finance-Office	182.88
	Supplies	
Staples Advantage	Finance-Offie	27.94
	Supplies	
Steel Depot-Hobbs	Streets-Supplies	1,540.62
Steel Depot-Hobbs	Streets-Supplies	67.61
Stericycle, Inc.	Ambulance-	696.54
	Linen Contract	
Strong Electric	Recreation-	115.43
	Changed out	
	Control	
	Box/Sprinkler	
Strong Electric	Swimming Pool-	447.02
	Pump	
Strong Electric	Swimming Pool-	402.28
	Wire new pump	
Strong Electric	Swimming Pool-	562.90
	Worked on 3	
	Vacuums	
Strong Electric	Swimming Pool-	154.00
	Motor Was	
	Connected and	
	Running	
Sunbelt Pools, Inc.	Swimming Pool-	1,977.00
	Pulsar II	
	Briquettes	
Sunbelt Pools, Inc.	Swimming Pool-	377.29
	Pump	
Sunbelt Pools, Inc.	Swimming Pool-	5,651.43
	Pump EQ 15hp	
Sunbelt Pools, Inc.	Swimming pool-	3,468.25
	Supplies	

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - General
From 7/1/2014 Through 7/30/2014

Sunbelt Pools, Inc.	Swimming Pool-Transformer/Solenoid	271.29
Sunbird Home Resort Products	Swimming Pool-Pool Patch for Plaster/Test Kits	392.28
Sunbird Home Resort Products	Swimming Pool-Supplies	538.72
Sunbird Home Resort Products	Swimming Pool-Vaccum Poles for Pool	79.98
Sunbird Home Resort Products	Swimming Pool-Supplies	698.33
Surveillance-Video.Com	Senior Center/Youth Center-Surveillance Cameras	876.00
SWAT, LLC	Judicial-Install 3 Monitors	181.58
SWAT, LLC	Judicial-Setup server, domain & Workstations	953.30
SWAT, LLC	Police-Install Software on Dispatch	90.79
SWAT, LLC	Police-New Workstations for Dispatch	272.37
SWAT, LLC	Police-Removed Virus/Spyware	226.98
SWAT, LLC	Police-removed Virus/Spyware/Clarks	136.19
SWAT, LLC	Judicial-Cyberpower UPS Batteries	305.04
SWAT, LLC	Police-Issue With Dispatcher # 1 Computer	226.98

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - General
From 7/1/2014 Through 7/30/2014

SWAT, LLC	Cemetery- Replace print drive	181.58
Tate Branch Dodge	Police-Repair to Control Module/Transmi ssion Module	120.63
Tom's Sharp Shop	Parks-Chainsaw Chains	49.98
Travelers	Finance-Claim Kurt Porter #EXW3155	419.39
U S Food Service	Senior Center- Food	3,892.95
U S Food Service	Senior Center- Food	6,094.42
U S Food Service	Senior Center- Food	2,111.73
U.S. Postal Service	Library-Postage Stamps	147.00
University of Missouri	Vet/Animal Control- Training Prefess Invest Level I/B Bartlet	600.00
Valentine Auto Service	Police-Repair on unit 25	620.23
Valentine Auto Service	Police-Repairs to Unit 18	380.93
Valentine Auto Service	Police-Repairs to unit 22	2,387.97
Valentine Auto Service	Police-Repairs to unit 23	70.43
Valentine Auto Service	Police-Repairs to unit 9	489.71
Valentine Auto Service	Vet/Animal Control-Repairs to A/c	476.36
Valentine Auto Service	Police-repair on unit 12	1,062.37
Valentine Auto Service	Police-Repairs to Unit 15	707.26

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - General
From 7/1/2014 Through 7/30/2014

Valentine Auto Service	Police-Repairs to unit 24	1,048.97
Valentine Auto Service	Police-Repairs to Unit 26	2,186.70
Valentine Auto Service	Police-Repairs To Unit 3	1,065.64
Valentine Auto Service	Police-Repairs to unit 6	459.92
Villar Plumbing	Swimming Pool- Clean out Toilet	84.40
Visa	Visa Orig Travel- 4158 Youth Center Supplies for Summer Programs	690.20
Visa	Visa-Orig Travel- 4158 Ambulance Plane ticket to get new Ambulance	205.00
Visa	Visa-Orig Travel- 4158 Finanac P Campos Fuel for Meeting in Santa Fe	166.43
Visa	Visa-Orig Travel- 4158 Finance P Campos Hotel and Meals for Meeting in Santa fe	441.85
Visa	Visa-Orig Travel- 4158 Police Refund from Paypal PJT00L.Sunpl	(20.00)

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - General
From 7/1/2014 Through 7/30/2014

Visa	Visa-Orig Travel- 4158 Vet/Animal Control booking fee for flight to Florida for Training	25.00
Visa	Visa-orig travel- 4158 Vet/Animal Control-Hotel and meals for Training in Florida	456.55
Visa	Visa-7326 New Travel Card- Pool Battery Operated Pool Cleaner	580.99
Visa	Visa-7326 New Travel Card- Cemetery- Lifeproof Belt Clip for Iphone and shinning	42.85
Visa	Visa-7326 New Travel Card- Police usps Packages	22.75
Visa	Visa-7326 New Travel Card- Finance Hotel and meals for B Butcher meeting in Santa Fe	669.73
Visa	VISA-7326 New Travel Card Vet/Animal Control-Hoses and trimer line	87.16

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - General
From 7/1/2014 Through 7/30/2014

Visa	Visa-JC 7334- Finance Hotel and Meals for J Cobb for ICSA Conf in Las Vegas	317.49
Visa	Visa-JC-7334- Finance Registration for J Williams/J Cobb for ICSA Conf. in Las Vegas	1,440.00
Visa	Visa-JC-7334 Vet/Animal Control door training kennels	550.01
Visa	VISA-JC-7334 MVD Supplies for Planting Plants	98.59
Visa	Landscaping VISA JW 6047- Parks Supplies to repair ticket booth at Lea Theater	214.02
Visa	VISA JW 6047- Ambulance Diesel Fuel	50.00
Visa	VISA-JW-6047 Finance Hotel and meals for J Williams/J Cobb ICSC Confer in Las Vegas	661.73
Visa	VISA-JW 6047 5/14-Police Windows Upgrade.	96.13
Watermaster Irrigation Supply	Cemetery-Belt	43.68
Watermaster Irrigation Supply	Cemetery- Nozzle	78.53

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - General
From 7/1/2014 Through 7/30/2014

Watermaster Irrigation Supply	Parks-Adjustable Sprinkler	75.53
Watermaster Irrigation Supply	Swimming Pool-Supplies	2,556.56
Watermaster Irrigation Supply	Parks-Sprinklers	151.05
Western Fire Extinguisher	Fire-Extinguisher	62.31
Western Fire Extinguisher	Check Police-Fire Extinguisher	311.82
Windstream	Chamber of Commerce	238.34
Windstream	Phone Bill May 2014	
Windstream	Main Phone Bill 5-14	133.78
Windstream	EDC-Phone Bill for May 2014	175.22
Windstream	Gen-Phone Bill May 2014	4,492.77
Windstream	Gen-Phone Bill for Main 6/14	133.83
Windstream Communications, Inc	Finance-Maint on Phones reprogram names for users	203.06
WTG Fuels, Inc	Police-Fuel	<u>6,225.87</u>
		<u><u>1,054,831.73</u></u>

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - Water
From 7/1/2014 Through 7/30/2014

505 - Water & WasteWater

Vendor Name	Current Balance
BlueTrap Financial, Inc.	59.41
C & S Motor Parts Co.	120.67
Certified Laboratories	198.00
Culligan Water Conditioning	49.00
Dana Kepner Co.	128.61
DPC Industries Inc.	1,082.21
General Welding Supply	42.50
Haarmeyer Electric	228.45
Higginbotham-Bartlett Co.	204.36
J & L Equipment	148.00
M & R Tire Service, LLC	138.94
Master Printers	469.50
Mid-American Research Chemical	1,851.06
NMWWA, West Central Section	0.00
NMWWA-SE Section	72.00
Odessa Pumps & Equipment	1,503.00
P & D Petroleum, Inc	4,389.29
Padge's Flower Shop	75.00
Polydyne Inc.	504.00
Solid Waste Authority	7,275.69
Star Welding Service	69.72
Strong Electric	680.92
Utility Operator Certification	0.00
Waste Management of New Mexico	<u>10,962.27</u>
Report Balance	<u><u>30,252.60</u></u>

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - Water
From 7/1/2014 Through 7/30/2014

Payee	Transaction Description	Check Amount
American Medical Group, Inc	Solid Waste-Drug Screen-K chisum	96.13
American Medical Group, Inc	WasteWater-Drug Screen/S	69.43
	Hernandez	
American Medical Group, Inc	Water-Drug Screen/J Patterson/R	191.55
	Herrera	
AT&T Mobility	Water-Cell Phone Bill for May 2014	584.90
Blaine Industrial Supply	WasteWater-Cleaning Supplies	190.76
Bob's Thriftway	Solid Waste-Water/Powerade	41.96
C & S Motor Parts Co.	WasteWater-Battery	223.95
Cardinal Laboratories	WasteWater-Monthly Effluent	112.15
	Analysis	
Certified Air Cond. & Applianc	Water-Diagnostics of Booster	195.80
Certified Laboratories	WasteWater-Cleaning Supplies	585.65
CLS Sewer Equipment Co Inc	WasteWater-Lids	38.68
Dana Kepner Co.	Water-Meters and Supplies	26,877.50
Dana Kepner Co.	Water-Supplies	4,232.36
DPC Industries Inc.	WasteWater-Chlorine Cylinder	36.00
DPC Industries Inc.	Water-Demurrage/Rental Chlorine	42.00
EKA, INC	Water-Ditch Witch Val System	73,709.99
Farmer Brothers Company	Water-Coffee Supplies	51.15
Gebo Credit Corporation	WasteWater-Supplies	26.74
Gebo Credit Corporation	Water-Water Bottles	25.00
Haarmeyer Electric	WasteWater-Polymer Machine	236.90
Haarmeyer Electric	WasteWater-Repairs to Burnt Up	883.13
	Disconnect	
Haarmeyer Electric	WasteWater-Repairs to Pivots pump	526.16
Harris Wholesale Nursery Inc	Solid Waste-Trees	1,960.00
Higginbotham-Bartlett Co.	Solid Waste-Supplies	49.93
Higginbotham-Bartlett Co.	WasteWater-Supplies	95.67
Higginbotham-Bartlett Co.	Water-Supplies	330.49
Higginbotham-Bartlett Co.	Solid Waste-Supplies	319.71
Higginbotham-Bartlett Co.	WasteWater-Supplies	75.52
Higginbotham-Bartlett Co.	Water-Supplies	14.18
Hospital Services Corporation	Solid Waste-Criminal Check/G	60.93
	Castillo/J Gutierrez	
Hospital Services Corporation	WasteWater-Criminal History	35.93
	Checks/S Hamilton	
Industrial Muncipal Products	WasteWater-KEG nozzles and Parts	1,720.00
IPM	WasteWater-Activation chamber	959.92
	Paradyne Mixer	
IPM	WasteWater-Flow Serve Mechanical	37.34

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - Water
From 7/1/2014 Through 7/30/2014

John Shomaker & Associates, IN	Water-40 yr Water Plan Fees 5/1-5/31/14	374.50
Lea County Electric	Water-Utility Electric Bill 05/14	27,446.14
Lovington Auto Supply	Water-Filter/Oil	42.96
Lovington Auto Supply	Water-Supplies	134.61
Lovington Leader	Water-Ad for Summer Help 2014	224.44
M & R Tire Service, LLC	Water-Flat	17.10
Marker Services, LLC	WasteWater-Serviced System reset Breaker	96.19
Master Printers	Solid Waste-Dumping Fees Tickets	489.50
Master Printers	Water-Envelopes	469.50
Master Printers	Water-Statements	641.00
McJunkin Red Man Corporation	Water-Thread tape	28.16
New Mexico 811	Water/WasteWater-2014 Membership Due 811	471.73
Odessa Pumps & Equipment	WasteWater-Supplies	871.43
Patriot Pipe & Supply LTD	WasteWater-Supplies	118.31
Pipeline Solutions Inc.	Water-Inserta Valve for Water Towers	35,055.00
Polydyne Inc.	WasteWater-Clarifloc	504.00
Polydyne Inc.	WasteWater-Clarifloc Drum	504.00
Reliable Chevrolet	Water-2015 Chevrolet Silverado 3500	38,941.00
Shell Oil Co.	Water-Fuel Card	57.42
Steel Depot-Hobbs	Solid Waste-Supplies	647.34
Strong Electric	Water-Install new wire and Pipe to scada	782.81
SWAT, LLC	Water-Cleaned windows on water Computer Martha	226.98
Visa	Visa-New Travel Card-7326	15.34
	WasteWater Meal in Lubbock to pick up Wash Trailer	
Visa	Visa-New Travel Card-7326	609.25
	WasteWater Supplies for Repairs to tractor	
Visa	Visa-New Travel Card-7326 Water	624.59
Visa	Visa-JW 6047 WasteWater Fuel for Training in Ruidosa NM	68.20
Visa	Visa-JW 6047 Water Fuel to Albuq	69.00
Visa	Visa-JW 6047 Water Lunch trip to Albuq to pickup new trucks	103.57
Waste Management of New Mexico	Solid Waste-Roll offs May 2014	10,962.27
Waste Management of New Mexico	Solid Waste-Polycarts 5/14-Res\$64420.94 Comm \$51848.69	116,269.63
Western Fire Extinguisher	Water-Recharge Fire Extinguisher	43.07
Windstream	Water-Phone Bill May 2014	458.31

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - Water
From 7/1/2014 Through 7/30/2014

Windstream	WasteWater-Internet June 2014	<u>123.75</u>
GRAND TOTAL		<u><u>413,235.67</u></u>