

CITY OF LOVINGTON
REGULAR MEETING OF THE CITY COMMISSION

Monday, May 13, 2024 5:30 PM
TO BE HELD AT 214 SOUTH LOVE STREET

AGENDA

Notice of this meeting has been given to the public in compliance with Section 10-15-4 NMSA 1978

OPEN MEETING

Call To Order

Roll Call

Invocation-Commissioner Scotty Gandy

Pledge of Allegiance and Zia- Commissioner Scotty Gandy

Approval of Agenda

Consideration of Minutes - April 22, 2024 and April 29, 2024

COMMISSIONERS AND STAFF REPORT

PUBLIC COMMENT

NON-ACTION ITEMS

- Discussion of Large Commercial Vehicles on Main Ave.-Joe Clark
- Discussion of Parks and Recreation Board Appointment-Shannon Lester
- Discussion of Impact of Local Traffic Patterns from Current NMDOT Projects-Robbie Roberts

ACTION ITEMS

- Resolution 2024-040-Adoption of Memorandum between City of Lovington whereby City of Lovington Accepts \$4.5 Million for Funding of Affordable Housing Projects
- Resolution 2024-033 - Approval of Records Destruction
- Resolution 2024-034 - Acceptance of \$350,000 from Maddox Foundation Youth Center Facilities Improvements and Summer Program
- Resolution 2024-035-Approve Professional Services Agreement between City of Lovington and Nor-Lea Hospital District Community Paramedicine Program
- Resolution 2024-036-Approve Advertising of Ordinance for Expenditure of up to \$60,000 LEDA Funds for 340 feet of sewer line on Gum and Dearduff
- Resolution 2024-037 - Approval of RFP - Insurance Broker for Liability, Property and Vehicle Coverage
- Resolution 2024-038-Appoint Senior Citizens Board Member for City Commissioner Seat
- NMDOT Main Street project Historical brick
- Resolution 2024-039 Final Remediation Plan approval for the Lovington 66 State -Lead

Remediation Site, Lovington, NM

- Resolution 2024-041-Approval of 24-25 IPA Recommendation for Office of the State Auditor
- Finance Report and Accounts Payable Approval

ADJOURNMENT

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the City Clerk at 575-396-2884 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk at 575-396-2884 if a summary or other type of accessible format is needed 72 HOURS PRIOR TO THE MEETING.

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 5/13/2024



Item Type: Ordinance

SUBJECT: Discussion of Large Commercial Vehicles on Main Ave.-Joe Clark
DEPARTMENT: City Managers Office
SUBMITTED BY: Joe Clark
DATE SUBMITTED: 5/2/2024

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

Police Chief Clark will present a proposed ordinance to control operations of large trucks and commercial vehicles on Main Ave., (HW 82).

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:

Description

Draft - Large Truck Ordinance

Type

Cover Memo

ORDINANCE NO. XX.XX.XXX

AN ORDINANCE OF THE CITY OF LOVINGTON ATTEMPTING TO ADOPT AND A NEW TO THE LOVINGTON CITY CODE TO ADD THE RESTRICTION OF THE OPERATION OF TRUCK AND OTHER COMMERCIAL VEHICLES ON A SECTION OF MAIN STREET (US 82); PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWJTH; PROVIDING FOR SEVERABILITY; AND FIXING AN EFFECTIVE DATE.

WHEREAS, downtown Main Street (US 82) has experienced substantial heavy truck traffic, and such traffic is considered a hazard to drivers of non-commercial vehicles and to pedestrians; and

WHEREAS, the subject section of Main Street (US 82) has become congested with and experienced pavement damage due to traffic of heavy trucks or other vehicles of similar size; and

WHEREAS, the subject section of Main Street (US 82) is described as follows: Main Street, between the intersections of North Main Street (US 82) and Commercial Street and South Main Street (US 82) and Brian Urlacher Avenue.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF LOVINGTON, that:

Section I. Section XX.XX.XXX of the Lovington City Code is hereby amended to add the following:

Section XX.XX.XXX: Pursuant to the provisions of Section 66-7-415 NMSA 1978, the section of Main Street (US 82) between the intersections of North Main Street (US 82) and Commercial Street and South Main Street (US 82) and Brian Urlacher is hereby subject to the following restrictions:

Operation of trucks or similar commercial vehicles in excess of two tons' load capacity is prohibited on Main Street (US 82) between the intersections of North Main Street (US 82) and Commercial Street and South Main Street (OS 82) and Brian Urlacher Avenue.

Exceptions: Delivery vehicles, including moving vans, making deliveries to specific addresses, vehicles providing public services (i.e., local public conveyances, sanitation, telephone, cable, gas, and electric), and recreational vehicles.

Section 2. Repealer. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent only of such conflict or inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

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

Section 4. Effective date. This ordinance shall be effective five days following its publication or such time later that appropriate signs have been erected indicating the ordinance's provisions.

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 5/13/2024



Item Type: Other Action

SUBJECT: Discussion of Parks and Recreation Board Appointment-Shannon Lester
DEPARTMENT: City Clerk
SUBMITTED BY: Shannon Lester
DATE SUBMITTED: 5/2/2024

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

Parks and Recreation Board needs to replace Bernard Butcher, who has resigned his position. The expiration date of the seat is Jan. 30, 2027.

FISCAL IMPACT:

RECOMMENDATION:

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 5/13/2024



Item Type: Other Action

SUBJECT: Discussion of Impact of Local Traffic Patterns from Current NMDOT Projects-Robbie Roberts
DEPARTMENT: City Managers Office
SUBMITTED BY: David Miranda
DATE SUBMITTED: 5/6/2024

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

Traffic is being detoured, causing problems for trucks accessing Main Ave.

FISCAL IMPACT:

RECOMMENDATION:

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 5/13/2024



Item Type: Resolution

SUBJECT: Resolution 2024-040-Adoption of Memorandum between City of Lovington whereby City of Lovington Accepts \$4.5 Million for Funding of Affordable Housing Projects

DEPARTMENT: City Managers Office

SUBMITTED BY: David Miranda

DATE SUBMITTED: 5/6/2024

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

Lea County is granting 4.5 million dollars to help fund housing incentive in the City of Lovington.

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:

Description	Type
MOA Affordable Housing	Cover Memo
2024-040 Housing Incentive	Cover Memo

**MEMORANDUM OF AGREEMENT BETWEEN
LEA COUNTY, NEW MEXICO AND THE
CITY OF LOVINGTON**

This Memorandum of Agreement is made on the date of the signatures below by and between Lea County, New Mexico, (hereinafter “County”) and the City of Lovington (hereinafter “City”).

PURPOSE

The purpose of this Memorandum of Agreement is to memorialize the terms and agreement, including changes thereto, between County and City regarding County’s grant of \$4,500,000.00 for funding of affordable housing projects.

WHEREAS, at its regular meeting on April 11, 2024, the Board of County Commissioners of Lea County heard a request from the City for funds for housing development; and

WHEREAS, the Board of County Commissioners of Lea County recognizes that there is a shortage of affordable housing in the City that impacts the quality of life for the residents of the City.

AGREEMENT

1. The County will provide a grant of \$4,500,000.00 to the City payable as follows:
 - a. \$900,000.00 by June 30, 2024;
 - b. \$900,000.00 by July 31, 2024;
 - c. \$900,000.00 by July 31, 2025;
 - d. \$900,000.00 by July 31, 2026; and
 - e. \$900,000.00 by July 31, 2027.

If the City request funds for earlier use, the County may in its sole discretion pay such funds on an earlier schedule.

2. The City shall use the grant funds as outlined in its letter and as presented by Mayor Roberts and City Manager Miranda to the County on April 11, 2024, at the County’s regularly scheduled meeting. *Exhibit 1: Letter; Exhibit 2: Minutes*
3. The City shall use the grant funds by September 30, 2029.
4. The City shall maintain the funds in a separate special revenue fund in which all expenditures shall also be recorded.

5. If the City wishes to use the funds for any other use than those as permitted in paragraph two above, it must first obtain the written approval of County prior to any other use of the funds.
6. If the City wishes to use additional funds beyond the yearly disbursement, the City shall submit a written request to the County for the additional funds. The total amount of the grant payments, scheduled or additional, shall not exceed \$4,500,000.00.
7. The City shall solely be responsible for compliance with State law governing the use of public funds for affordable housing projects.
8. The City shall provide a report on use of the funds to the Board of County Commissioners of Lea County no less than annually beginning September 2025.

SOVEREIGN IMMUNITY

County and City and their public employees (as defined in the New Mexico Tort Claims Act) do not waive sovereign immunity, do not waive any defense(s), and/or do not waive any limitation(s) pursuant to the New Mexico Tort Claims Act. No provision in this Memorandum of Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act as it relates to County and City and their public employees.

LIABILITY

Each party agrees to bear liability and responsibility for the negligent, reckless or deliberate acts or omissions of their own officers and employees, as limited by the New Mexico Tort Claims Act.

THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing the Memorandum of Agreement that it is not intended by any of the provisions of any part of the Memorandum of Agreement to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to the Memorandum of Agreement to maintain, pursuant to the provisions of the Memorandum of Agreement, a suit of any nature, including but not limited to suits alleging wrongful death, bodily and/or personal injury to person(s), damages to property(ies), and/or any cause of action.

INSURANCE

Both County and City shall maintain liability insurance or qualify as a self-insured entity, as required by law.

TERM

This Memorandum of Agreement shall continue in full force and effect, until the grant funds have been used or September 30, 2029, whichever occurs first.

SEVERABILITY

If any provision of this Memorandum of Agreement is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

NO ORAL MODIFICATION

The forgoing constitutes the entire agreement between the Parties and may be modified only in writing signed by both Parties. Amendments and alterations to this Memorandum of Agreement after execution may only be made in writing signed by both parties.

GOVERNING LAW

This Memorandum of Agreement shall be construed in accordance with the laws of the State of New Mexico.

EFFECTIVE DATE

This Memorandum of Agreement shall be in full force and effect upon execution and approval of the parties hereto. Each signing person affirms that such person has been authorized to do so by a formal act of his or her governing body.

ATTEST:

CITY OF LOVINGTON

BY: _____
Howard "Robbie" Roberts
Mayor

Date: _____

ATTEST:

LEA COUNTY, NEW MEXICO

BY: _____
Gary Eidson,
Chair

Date: _____

Approved as to Form:

By: _____
Patrick McMahon
City Attorney

Date: _____

By: _____
John W. Caldwell
County Attorney

Date: _____

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

RESOLUTION 2024-040

**A RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF LOVINGTON AND LEA COUNTY, NEW MEXICO FOR THE ACCEPTANCE OF
\$4,500,000 FOR FUNDING OF AFFORDABLE HOUSING PROJECTS**

WHEREAS, the City of Lovington is in need of additional housing to support our future economic development and realizes that incentives to developers can further those goals, and

WHEREAS, the City did make a request to the Lea County Board of Commissioners on April 11, 2024 for funds for housing development, and

WHEREAS, Lea County has proposed a Memorandum of Agreement between the City of Lovington and Lea County for the disbursement of those funds over a five-year period;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY LOVINGTON, NEW MEXICO TO APPROVE ACCEPTANCE OF \$4,500,000 FOR FUNDING OF AFFORDABLE HOUSING PROJECTS UNDER THE TERMS OF THE MEMORANDUM OF AGREEMENT ATTACHED HEREIN.

DONE THIS 13th DAY OF MAY, 2024.

City of Lovington
New Mexico

Howard Roberts, Mayor

ATTEST:

Shannon Lester, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 5/13/2024



Item Type: Resolution

SUBJECT: Resolution 2024-033 - Approval of Records Destruction
DEPARTMENT: City Managers Office
SUBMITTED BY: Annette Cooper
DATE SUBMITTED: 5/2/2024

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

Certain records may be destroyed after the final audit has been approved.

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:

Description

Res 2024-033-Records Disposal

Records Disposal List - Finance

Type

Cover Memo

Cover Memo

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

RESOLUTION 2024-033

A RESOLUTION AUTHORIZING DISPOSAL OF CERTAIN RECORDS PER THE CITY RETENTION SCHEDULE

WHEREAS, by virtue of Resolution 2019-003, adopted January 14, 2019, the City of Lovington declared its intent to follow schedules and policy for the disposition of records as set forth by the New Mexico Municipal Records Retention Schedule as prepared by the NM Municipal Clerks and Finance Officers Association; and

WHEREAS, certain municipal records have reached the point to where they can be disposed per the adopted policy.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Commission authorizes the disposal of the records identified in Exhibits attached hereto for reference.

PASSED, APPROVED, AND ADOPTED by the governing body at its meeting of the 13th day of May, 2024.

City of Lovington
New Mexico

HOWARD D. ROBERTS, MAYOR

ATTEST:

SHANNON LESTER, CITY CLERK

City of Lovington
Record Destruction Request

Box contains	Dates	CHECK #
Cash Reports	1-2-2019 to 3-29-2019	
Cash Reports	7-1-2018 to 9-24-2018	
GEN FUND	FY2017	#52484-53150
GEN FUND	OCT2014-FEB2015	
GEN FUND	NOV2014-JAN2015	
GEN FUND	JAN2015-MAY2015	
GEN FUND	JUN2015-APR2015	
GEN FUND	JUL2014-AUG2014	
GEN FUND	SEP2015-OCT2015	
GEN FUND	JUL2015-AUG2015	
GEN FUND	OCT2014-AUG-2014	
GEN FUND	JAN2016-MAR2016	
GEN FUND	NOV2015-JAN2016	
GEN FUND	MARCH-MAY	
JVS	FY2017	
GEN FUN	FY2017	#50775-50155
CASH REP	OCT2018-DEC2018	
CASH REP	JUL2019-SEP2019	
CASH REP	SEP2019-JAN2020	
CASH REP	APR2020-JUN2020	
GEN FUND	FY2017	#63049-53600
REC BOOKS	7/13-6/14	
BK RECS	2016-2017	
CASH REP	JUN2019-DEC2019	
GEN FUND	FY2017	#53599-54045
GEN FUND	FY2017	#52485-52048
FUND CHECK	2017	
BANK	2015	
WORK ORDER	2019	

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 5/13/2024



Item Type: Resolution

SUBJECT: Resolution 2024-034 - Acceptance of \$350,000 from Maddox Foundation Youth Center Facilities Improvements and Summer Program

DEPARTMENT: City Managers Office

SUBMITTED BY: David Miranda

DATE SUBMITTED: 5/2/2024

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

JF Maddox Foundation has remitted funding to renovate the Youth Center and reopen for Summer Programs and After School Programs.

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:

Description	Type
youth center 2024-034	Cover Memo
Youth Center Maddox Grant	Cover Memo

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

RESOLUTION 2024-034

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF \$350,000 OF FIXED GRANT FUNDS
FROM THE J.F. MADDOX FOUNDATION TO SUPPORT FACILITY IMPROVEMENTS AND SUMMER
PROGRAMMING AT THE LOVINGTON YOUTH CENTER**

WHEREAS, the City of Lovington Youth Center, located at 115 West Avenue O, Lovington, New Mexico 88260 has been mainly closed to youth activities since COVID, and

WHEREAS, the Youth Center currently needs facility repairs and has no permanent staffing, and

WHEREAS, the J.F. Maddox Foundation of Hobbs, New Mexico approved a \$350,000 grant to support facility improvements and summer programming for the Youth Center, and

WHEREAS, the youth of Lovington need a facility to engage in both summer and after-school activities and these activities could again take place in the Youth Center with the proper staffing and equipment upgrades to provide a structured, safe and nurturing environment for our children;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LOVINGTON, NEW MEXICO TO APPROVE THE ACCEPTANCE OF \$350,000 OF FUNDS FROM THE J.F. MADDOX FOUNDATION TO SUPPORT FACILITY IMPROVEMENTS AND SUMMER PROGRAMMING AT THE LOVINGTON YOUTH CENTER.

DONE THIS 13TH DAY OF MAY, 2024

City of Lovington
New Mexico

Howard D. Roberts, Mayor

ATTEST:

Shannon Lester, City Clerk

GRANT CONTRACT

APPROVAL DATE: April 3, 2024
GRANT NUMBER: 2007036
AMOUNT: \$350,000

GRANTOR: J. F Maddox Foundation, a New Mexico Nonprofit Corporation (Foundation)

GRANTEE: City of Lovington (Grantee)

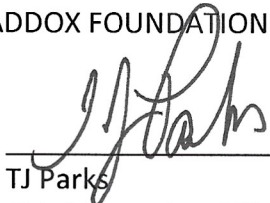
1. This fixed Grant of \$350,000 is to support facility improvements (\$315,000) and summer programming (\$35,000) at Grantee's Youth Center located at 115 W. Avenue O, in Lovington, New Mexico (Youth Center), as described in Grantee's proposal dated March 11, 2024 (Proposal).
2. Grantee agrees to the following terms:
 - A. Funds from this Grant will be disbursed to Grantee upon receipt by Foundation of the executed Grant Contract.
 - B. Although the Grant funds are not required to be physically segregated in a separate account, Grantee agrees to account for such funds separately on Grantee's books and records for ease of reference and verification.
 - C. Grantee agrees to spend the Grant funds as itemized in the budget submitted to the Foundation with the Grant Proposal. No substantial changes in the budget may be made without prior written approval from the Foundation.
3. The representations, warranties, requirements, terms and conditions set forth in Exhibit A are incorporated by reference and made a part of this Contract. Grantee understands that any breach of any provision of this Contract, including the provisions contained in Exhibit A, may result in termination of the Grant, the suspension of Grant payments, and/or an obligation to return Grant funds to the Foundation.
4. Reporting Requirements (Exhibit B):
 - A. Grantee agrees to submit to the Foundation a written report on the estimated timeline for 2024 summer programming at the Youth Center including the timeline for marketing registration, and schedule of expected start and end dates as well

as any expected closures for holidays or other events, due no later than May 31, 2024.

- B. Grantee agrees to submit written notification to the Foundation on the date facility improvements have been completed, due no later than July 1, 2024.
 - C. Grantee agrees to submit a report to the Foundation on the expenditure of Foundation funds no later than September 30, 2024, in a form reasonably satisfactory to the Foundation.
 - D. Grantee agrees to submit to the Foundation no later than September 30, 2024, a final written narrative report on summer programming at the Youth Center which shall include (1) lessons learned, (2) staffing, (3) number of youth in attendance for the summer 2024 program, and (4) an outline of programming and curriculum to be used in future programming.
5. The signature on this document, of the person authorized to execute legal agreements on behalf of Grantee, will serve as certification that the authorized signatory has read and understands the requirements, terms, and conditions of this Grant Contract.

J. F MADDOX FOUNDATION

By:


TJ Parks
Chief Executive Officer

CITY OF LOVINGTON

By:


David Miranda
City Manager


Date

Exhibit A

Requirements, Terms, and Conditions of Grant Contract

1. Grantee agrees that the Grant funds will only be expended for the purpose(s) as defined in Paragraph 1 above of this Grant Contract, and that any earnings accruing from these Grant funds prior to expenditure by Grantee shall also be used for such purpose(s), and that any funds not so used will be returned to the Foundation.
2. Grantee represents and warrants that it is an organization currently recognized by the Internal Revenue Service (IRS) as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code (Code) that it is not (i) a private foundation under Section 509 of the Code or (ii) a "supporting organization" described in Section 509(a)(3) of the Code; or in the absence of such determination, that Grantee is a tax-exempt state or political subdivision described in Section 170(c)(1) of the Code. Furthermore, Grantee attests that the Grant will not jeopardize Grantee's status as not a private foundation under Section 509 of the Code.
3. Grantee agrees to immediately notify the Foundation, in writing, if (i) Grantee's federal tax-exempt status or its classification under Section 509 of the Code is revoked or altered; (ii) Grantee has received notice from the IRS or otherwise has reasonable grounds to believe that its tax-exempt status or its classification under Section 509 of the Code may be revoked or altered; or (iii) Grantee has reason to believe that these Grant monies cannot be, or continue to be, expended for the specified purpose(s). In the event that Grantee's tax-exempt status is lost or is challenged by the IRS or if the Grant funds cannot be expended for the specified purpose, the Foundation reserves the right in its absolute discretion to terminate the Grant, in which event Grantee agrees to immediately return to the Foundation any remaining unexpended Grant monies plus any portion of the expended Grant funds not actually spent for the purpose(s) of the Grant.
4. For New Mexico corporations, Grantee represents and warrants that it is an organization in good standing with the New Mexico Secretary of State (NMSOS). Grantee agrees to immediately notify the Foundation, in writing, if Grantee's good standing with the NMSOS is revoked or altered.
5. The Foundation assumes no responsibility for any injuries, damages, or liabilities (including, but not limited to, attorney fees and costs) directly or indirectly resulting or arising from the project funded by this Grant. By accepting this Grant, Grantee agrees to indemnify and hold harmless the Foundation and each of its directors, officers, employees, representatives, and agents from and against any and all claims, liabilities, losses, and expenses resulting or arising from or in connection with this Grant.
6. Grantee will maintain adequate financial records related to the expenditure of Grant funds. Grantee will keep grant-related receipts and records of expenditures for at least four years. Grantee will make such records and receipts available upon request to the Foundation or its representatives for inspection at reasonable times and will allow the Foundation to make copies thereof.
7. Grantee agrees that there will be no commission or other similar compensation related to this Grant paid by Grantee to any employee, officer, or agent of Grantee.
8. Grantee agrees that no part of the funds received from this Grant will be used to carry on propaganda, support or oppose specific legislation, participate or intervene in any political campaign on behalf of or

in opposition to any candidate for public office, influence the outcome of any public election, or participate in any voter registration drive.

9. Grantee will furnish to Foundation such additional information or reports concerning the Grant funds, the Grantee, or the project being funded as the Foundation may from time-to-time reasonably request. This Grant is subject to audit by the Foundation at the Foundation's expense. This Grant is also subject to monitoring and evaluation by Foundation staff and/or outside consultants at the Foundation's expense.
10. The foregoing terms and conditions are to comply with the obligations of the Foundation to make reasonable efforts and establish adequate procedures to ensure that its grant funds are spent for the charitable purposes for which granted. Changes in the applicable law, or in regulations interpreting the law, may require the Foundation to request changes or additions to such terms and conditions. The Foundation will promptly inform Grantee in such event and the parties agree to cooperate in a good faith effort to make any such changes or additions that may be required under applicable law.
11. Grantee shall not assign this Grant Contract or any payment due or to become due under this Grant Contract without the prior, express, and written consent of the Foundation.
12. Neither this Grant Contract, the Grant nor any action by the Foundation pursuant to this Grant Contract shall make the Foundation liable to Grantee or to any other party as a joint venturer, partner, or other participant with respect to the activities of Grantee funded by the Grant. No parties other than Grantee and Foundation shall have any rights, claims, or causes of action pursuant to this Grant Contract or the Grant.
13. Grantee agrees that the Foundation has no contractual obligation to or with any service provider engaged by Grantee for the purposes of this Grant.
14. If any provision of this Grant Contract is judicially determined to be void or unenforceable, such provision shall be construed to be severable from the other provisions hereof, which shall retain full force and effect.
15. This Grant Contract shall be construed in accordance with and governed by the laws of the State of New Mexico. Should a dispute arise as to the contents or construction of the Grant Contract, the parties agree to submit to the jurisdiction and venue of the District Court of Lea County, New Mexico.
16. This Grant is conditional upon Grantee's acceptance of all of the terms and conditions set forth in this Grant Contract. Upon receipt of an original signed and dated Grant Contract, the Foundation will make payment subject to the terms stated herein.


Initial

Exhibit B

Deliverables

May 31, 2024	A written report on the estimated timeline for 2024 summer programming at the Youth Center including the timeline for marketing registration, and schedule of expected start and end dates as well as any expected closures for holidays or other events, due no later than May 31, 2024
July 1, 2024	Written notification to the Foundation on the date facility improvements have been completed
September 30, 2024	Expenditure of Foundation funds report
September 30, 2024	A final written narrative report on summer programming at the Youth Center which shall include (1) lessons learned, (2) staffing, (3) number of youth in attendance for the summer 2024 program, and (4) an outline of programming and curriculum to be used in future programming

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 5/13/2024



Item Type: Resolution

SUBJECT: Resolution 2024-035-Approve Professional Services Agreement between City of Lovington and Nor-Lea Hospital District Community Paramedicine Program
DEPARTMENT: City Managers Office
SUBMITTED BY:
DATE SUBMITTED: 5/2/2024

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:

Description
Res 2024-035 - Agreement COL and Nor-Lea Paramedicine
Draft Agreement - COL and Nor-Lea - Paramedicine

Type
Cover Memo
Cover Memo

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

RESOLUTION 2024-035

**A RESOLUTION APPROVING THE COMMUNITY PARAMEDICINE PROGRAM
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOVINGTON AND
NOR-LEA HOSPITAL DISTRICT**

WHEREAS, the City of Lovington operations include a Fire Department which has an Emergency Medical Services (EMS) Division, and

WHEREAS, Nor-Lea Hospital District (NLHD) operates medical facilities including clinics and the Nor-Lea General Hospital as a Special Hospital District, created pursuant to legislation NMSA §§ 4-48A-1 et. seq. and 4-48A-3.2, and

WHEREAS, the City of Lovington EMS Division employs licensed Emergency Medicine Technicians (EMTs), Paramedics and a Registered Nurse, pursuant to State Regulations in the New Mexico Annotated Code and the New Mexico Emergency Medical Services Guidelines, and

WHEREAS, the City of Lovington and NLHD seek to create a Community Paramedicine Program for purposes including, but not limited to improving the continuity of care for Emergency Room (ER/ED), Inpatients and Chronic Care patients who are either discharged home from NLHD and /or its Emergency Department and also patients seen in the NLHD outpatient clinics, as may be indicated, and

WHEREAS, the City of Lovington seeks to increased staffing for its EMS Division services to better serve the community and to transfer NLHD patients who are in critical condition, who have medical needs, who may require emergency medical care and including admission at NLHD, if not other facilities, for certain patients who may require a higher level of care, and

WHEREAS, the City of Lovington has not had sufficient funding to recruit EMS Division personnel and to increase salaries of EMS Division personnel to market rates and, due to financial limitations, Lovington has frozen hiring positions in Lovington, including the EMS Division, making it impossible to adequately staff and provide additional shifts for EMS Division to carry out ambulance transfers, and

WHEREAS, NLHD seeks additional resources to undertake in-home assessments of higher risk patients of NLHD and other patients and individuals within the territorial boundaries of the Lovington EMS Service Area and

WHEREAS, the City of Lovington EMS Division, with adequate staffing, can provide services of a Community Paramedicine Program pursuant to this Agreement and pursuant to a working relationship between Lovington and NLHD;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LOVINGTON, NEW MEXICO TO APPROVE PARTICIPATION IN THE COMMUNITY PARAMEDICINE PROGRAM PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOVINGTON AND NOR-LEA HOSPITAL DISTRICT.

DONE THIS 13TH DAY OF MAY, 2024

City of Lovington
New Mexico

Howard D. Roberts, Mayor

ATTEST:

Shannon Lester, City Clerk

WORKING DRAFT

PROFESSIONAL SERVICES AGREEMENT COMMUNITY PARAMEDICINE PROGRAM

This Professional Services Agreement for Community Paramedicine Program (“Agreement”) is entered into and effective on July 1, 2024 (the “Effective Date”) by and between The CITY OF LOVINGTON (Lovington), a political subdivision of the State of New Mexico and NOR-LEA HOSPITAL DISTRICT (NLHD), a political subdivision of the State of New Mexico, to establish and fund an operational Community Paramedicine Program for the benefit of the residents of Lovington and surrounding communities and the for the benefits of the residents of and the patients of the NLHD. Lovington and NLHD are jointly referred to as the Parties.

RECITALS

A. The City of Lovington operations include a Fire Department which has an Emergency Medical Services (EMS) Division.

B. NLHD operates medical facilities including clinics and the Nor-Lea General Hospital as a Special Hospital District, created pursuant to legislation NMSA §§ 4-48A–1 et. seq. and 4-48A-3.2.

C. Lovington EMS Division employs licensed Emergency Medicine Technicians (EMTs), Paramedics and a Registered Nurse, pursuant to State Regulations in the New Mexico Annotated Code and the New Mexico Emergency Medical Services Guidelines.

D. Lovington and NLHD seek to create a Community Paramedicine Program for purposes including, but not limited to improving the continuity of care for Emergency Room (ER/ED), Inpatients and Chronic Care patients who are either discharged home from NLHD and /or its Emergency Department and also patients seen in the NLHD outpatient clinics, as may be indicated.

E. Lovington seeks to increased staffing for its EMS Division services to better serve the community and to transfer NLHD patients who are in critical condition, who have medical needs, who may require emergency medical care and including admission at NLHD, if not other facilities, for certain patients who may require a higher level of care.

F. Lovington has not had sufficient funding to recruit EMS Division personnel and to increase salaries of EMS Division personnel to market rates and, due to financial limitations, Lovington has frozen hiring positions in Lovington, including the EMS Division, making it impossible to adequately staff and provide additional shifts for EMS Division to carry out ambulance transfers.

G. NLHD seeks additional resources to undertake in-home assessments of higher risk patients of NLHD and other patients and individuals within the territorial boundaries of the Lovington EMS Service Area.

H. Lovington EMS Division, with adequate staffing, can provide services of a Community Paramedicine Program pursuant to this Agreement and pursuant to a working relationship between Lovington and NLHD.

I. The purpose of this Agreement is to set forth the terms and conditions by which NLHD, pursuant to the New Mexico Special Hospital District Act, and Lovington engage in establishing and operating a Community Paramedicine Program and its support of:

1. the employment of and training of additional personnel by Lovington EMS Division, so that the Lovington EMS Division can expand and develop its capacity and reduce non-Lovington EMS ground transports within the NLHD, which will generate revenue for Lovington EMS Division;
2. increasing the number of personnel of Lovington EMS Division;
3. increasing the salaries for personnel of the Lovington EMS Division;
4. improvement of resources for healthcare and wellness for individuals who reside within the territory boundaries of the Lovington EMS Service Area and patients of NLHD, by providing in-home, or in-residence assessments of higher risk patients and certain chronically ill patients;
5. provide the services of a Community Paramedicine Program without seeking reimbursement for these services.

J. Establishing and operating this Community Paramedicine Program, pursuant to this Agreement is mutually beneficial to the mission, purpose, and operations of NLHD and Lovington, while also improving health and wellness in Lovington and its surrounding communities, including but not limited to within the territorial boundaries of the Lovington EMS Service Area which in turn benefits the residents of the NLHD.

K. Lovington and NLHD recognize that establishing this program will take time and resources and certain goals and expectations are included in this Agreement because Lovington and NLHD recognize that the ability to perform the agreed terms and conditions is vital for the Community Paramedicine Program to operate in an effective manner; and, failure to meet certain goals and expectations may require reformation of this Agreement, claw back of funding provided by NLHD and/or termination of the Agreement.

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. SERVICES AND RESPONSIBILITIES

1.1 Provision of Services By Lovington. Lovington agrees to direct its EMS Division and its personnel to provide Community Paramedicine Program Services, as described in **Exhibit A**, attached hereto, and incorporated herein by reference. Lovington's EMS Division personnel, operating from Lovington Fire Department EMS Division, will provide Community Paramedicine Services in response to scheduling and dispatch by NLHD, also as described in **Exhibit A**.

Lovington will provide the personnel and services needed to accomplish the following, in pursuit of the goals and expectations stated in this Agreement and in pursuit of establishing an effective Community Paramedicine Program:

- 1.1.1 Lovington will open hiring of frozen EMS positions and work diligently to fill positions with qualified applicants for its EMS division. NLHD will reimburse recruitment costs, as provided in **Exhibit B**.
- 1.1.2 Lovington will increase EMS staff salaries as indicated on **Exhibits A and C** and provide proof of payroll receipts to NLHD's finance office, on a quarterly basis, per **Exhibit B**.
- 1.1.3 Lovington EMS will actively engage with NLHD to develop and participate in the Community Paramedicine program.
- 1.1.4 Specific expectations of this Agreement include that following "Effective Date" and starting at a time when the Community Paramedicine Program is go live, projected to be July 1, 2024, Lovington EMS will see initially up to 20 patients per month for the first 3 months and steadily increase the number of patients seen per month throughout the first ten (10) months of the program to 40 plus patients monthly, per **Exhibit A**.
- 1.1.5 Lovington's EMS Division personnel, operating from Lovington Fire Department EMS Division, will provide Community Paramedicine Program services in response to scheduling and dispatch initiated by NLHD, also as described in **Exhibit A**.
- 1.1.5 Lovington will designate a liaison for its dealings with NLHD and the Community Paramedicine Program.

1.2 **Provision of Services By NLHD**. NLHD agrees to provide funding for the first year of the Agreement at the rate set in Exhibit A, subject to re-evaluation and renegotiation of the funding obligations no later than ten (10) months after Effective Date, NLHD will also assist with scheduling and communication to support the Community Paramedicine Program and its services, as provided in **Exhibits A and B**, and NLHD will provide the personnel and services needed to accomplish the following, in pursuit of the goals and expectations stated in this Agreement and in pursuit of establishing an effective Community Paramedicine Program:

- 1.2.1 Establish, with the cooperation of Lovington, a training program and train the EMS Division personnel to provide the services required for the Community Paramedicine Program.
- 1.2.2 Fund the training program and the training of Lovington EMS Division personnel for the Community Paramedicine Program.
- 1.2.3 Establish a communication system for the Community Paramedicine Program, with cooperative/collaborative input from Lovington EMS Division.
- 1.2.4 Establish a system for documenting patient encounters and patient services provided by the Community Paramedicine Program.
- 1.2.5 Funding of the Community Paramedicine Program as provided in greater detail in **Exhibit B**.
- 1.2.6 NLHD will provide a community health worker as liaison with Lovington EMS Division for the Community Paramedicine Program.

1.3 Communication Mutual Obligations. As a mutual obligation under this Agreement, Lovington and NLHD shall establish and ensure throughout the term of this Agreement that the Community Paramedicine Program is supported by adequate and compatible communication systems and ongoing communication between personnel designated by Lovington and personnel designated by NLHD, with the goal to establish and encourage effective communication to facilitate, support and improve the functions of the Community Paramedicine Program, with a further goal to serve the community through the Community Paramedicine Program in a cooperative team spirit conducive to quality patient care and a quality-working environments.

1.4 Service Standards and Certification. Lovington agrees that its EMS Division and its personnel meet New Mexico State Licensing requirements for EMS services and otherwise comply with the State Regulations in the New Mexico Annotated Code and New Mexico Emergency Medical Services Guidelines. NLHD agrees that its personnel, as indicated, will be licensed and qualified, as may be required for NLHD to carry out its obligations under this Agreement. Lovington and NLHD agree and understand that there are no New Mexico or national certifications or “standards” for Community Paramedicine Program services, and Lovington and NLHD will cooperate in establishing the training program for Lovington EMS Division personnel and NLHD personnel, as needed, to establish an effective and high-quality Community Paramedicine Program.

II. GOALS AND EXPECTATIONS FOR COMMUNITY PARAMEDICINE PROGRAM.

2.1 The Parties to this Agreement have stated goals for the Community Paramedicine Program, including but not limited to, by end of year one of Agreement, 12 months following Effective Date:

2.1.1 Lovington EMS will reduce the non-Lovington EMS ground transports required by 50%; and,

2.1.2 NLHD bounce back rate to its Emergency Department will be reduced by 10%.

2.2 The population to be served by the Community Paramedicine Program will benefit from in-home/in-residence assessments and care, as indicated, deliverable by the Community Paramedicine Program and will likely include:

2.2.1 Patients recently discharged from Nor-Lea General Hospital Emergency Department, as designated by NLHD, who have a higher risk of re-admission to the Emergency Department or Hospital;

2.2.2 Patients recently discharged from Nor-Lea General Hospital in-patient care, as designated by NLHD, who have a higher risk of re-admission to the Emergency Department of Hospital;

2.2.3 Patients described as Chronic Care patients, typically 65 years or older with multiple diagnoses, who have chronic medical conditions that do not typically require hospital based or skilled nursing care but who are at high risk for admission to the Emergency Department or Hospital.

2.3 Within the first ten (10) months following Effective Date the parties have set a goal and expectation that the Community Paramedicine Program will become more financially sustaining, due to reduction of non-Lovington EMS ground transports, as noted in 2.1.1.

III. QUALIFICATIONS OF LOVINGTON EMS PERSONNEL

3.1 General Qualifications. Lovington will provide fully trained EMS personnel with at least training consistent with New Mexico EMS Division certification and licensure standards, at its sole cost and expenses, except as specifically stated herein. NLHD, in consultation with Lovington, will provide qualified personnel to establish and carry out the training required for the EMS Division personnel to provide the services within the Community Paramedicine Program.

3.2 Personnel and Employment Matters. NLHD and Lovington will retain full control and management of its employees and their job performance.

IV. RELATIONSHIP OF PARTIES

4.1 Lovington and NLHD are in acting solely as independent contractors within the formation and operation of the Community Paramedicine Program and no employment relationship and no shared employment relationships shall be established by any aspects of this Agreement and the Community Paramedicine Program, generally.

4.2 Lovington shall operate and conduct its individual obligations hereunder in a manner consistent with and as authorized by Lovington, including through its Mayor and City Commission and pursuant to its charter and NLHD shall operate and conduct its individual obligations hereunder in a manner consistent with and as authorized by Statute, through the NLHD Board of Trustees, and the NLHD Chief Executive Officer.

4.3 The parties understand and agree that this provision about the relationships between the parties is intended to fulfill requirements of state law and is not intended to modify the independent contractor relationship nor create any indemnification requirements between the parties to this Agreement, not expressly included below.

4.4 The Parties to this Agreement understand and agree that the provisions of services pursuant to the terms of this Agreement does not in any way constitute an exclusive arrangement and that either party may contract for similar services at any time.

4.5 Mutual indemnification provided, as independent contractors under this Agreement, Lovington and NLHD agree to mutually indemnify the other for any claims or causes of action that may arise based upon the conduct under and/or performance of this Agreement. Indemnification shall be limited and restricted as provided under the New Mexico Tort Claims Act and shall be limited and restricted to insurance coverage as may be available to Lovington and NLHD pursuant to the Tort Claims Act. In no event shall one of the Parties to this agreement be responsible for the conduct of the other Party as may be the subject of claims or causes of action by any person or party. Both Lovington and NLHD shall maintain applicable workers' compensation insurance and related protections for their respective employees.

4.6 Lovington shall bear exclusively without any contribution from NLHD and without contribution from funding under the Agreement, all costs and expenses associated with funding the Public Employees Retirement Association (PERA) contributions, and employment related benefits for its employees.

V. INVESTMENT, FUNDING, AND CONSIDERATION

5.1 Payments by NLHD. NLHD agrees to fund the Community Paramedicine Program, as stated in Exhibit B.

5.2 Investments by Lovington. No later than Effective Date, Lovington agrees to open positions for hire in its EMS Division, and will work diligently to recruit and hire qualified candidates to staff its EMS Division and Lovington will raise salaries in its EMS Division pursuant to the statements and guidance as set forth in Exhibit C.

5.3 Manner of Payment for Community Paramedicine Program. Lovington shall submit to NLHD a monthly invoice for the Community Paramedicine Program, as provided in Exhibit A, dated the first business day of each month for the duration of this Agreement, with the first invoice to be dated on or about July 1, 2024, with invoices for the periodic funding to be paid by NLHD in exchange for Lovington fulfilling its obligations under the Agreement and meeting the goals and expectations stated herein. NLHD may request, as part of monthly invoicing, that Lovington provide with the next monthly invoice to NLHD adequate information about the status of salaries, hiring, and staffing levels of EMS Division and its personnel. NLHD shall pay its monthly funding within fifteen (15) days of receipt of the invoice, assuming there is no dispute about the funding amount as invoiced.

5.4 Reimbursement of Lovington's Recruitment Costs. Lovington shall submit, separate from the monthly invoices for funding the Community Paramedicine Program (above), invoices for reimbursement, not more frequently than monthly as of the first business day of each month, supported by receipts, for the Lovington EMS Division recruitment costs incurred and paid by Lovington. Lovington shall not submit an invoice for reimbursement prior to Lovington's payment of the recruitment cost/expenses and Lovington shall not submit an invoice for reimbursement without the required supporting documentation, including receipts. If Lovington submits an invoice for reimbursement without the required supporting documentation, including actual receipts, NLHD will not pay the invoice for reimbursement, which Lovington will have to resubmit with the required supporting documentation, including receipts, on the monthly cycle. NLHD will make payment on invoices for reimbursement within thirty (30) days of receipt.

5.5 Disputed Amount. NLHD may, without triggering a default under this Agreement, and without incurring interest, withhold disputed amounts from any invoice submitted by Lovington, provided that NLHD immediately informs Contractor in writing, within five (5) days of receipt of an invoice, the disputed amount, and the basis for such assertion.

5.6 Suspension of Funding and Claw Back. The failure of Lovington EMS to meet any of the goals and expectations, including but not limited those listed in this section 1.1, may result in either, or both, suspension of funding or claw back of funding by NLHD for the Community

Paramedicine Program upon first a 15 day written First Notice to Lovington, after which Lovington shall have no more than 30 days to address and cure the deficiency(-ies) in performance noted in the written First Notice from NLHD. Pursuant to this Section 4.4, NLHD may first suspend monthly funding payments, in order to promote the goals and expectations of this Agreement. After a suspension of funding and failing Lovington effectively curing the noted deficiency(-ies) within a reasonable period not to exceed 60 days from the First Notice, NLHD may give a 15-day written notice to claw back any NLHD funding and/or reimbursement payments made within 15 days prior to the First Notice. After the First Notice, NLHD and Lovington shall confer and document the necessary steps to cure any listed deficiency(-ies) in the pending First Notice. Upon clearing and resolving any deficiency(-ies) noted in a First Notice, the Parties shall document the resolution of the deficiency(-ies) stated in the First Notice. Suspension and claw back of funding and/or reimbursement may be undertaken pursuant to this Section 4.4 based upon non-performance of the goals and expectations under this Agreement and including but not limited to:

5.6.1 Initially within the first 30 days following Effective Date Lovington EMS Division will see up to 20 patients per month, and will meet the goal of 20 patient per month within the first three (3) months following Effective Date, and steadily increase the number of patients seen per month throughout the first ten (10) months of the program to a level of 40 plus patients per month;

5.6.2 Reasonable and consistent development of the Community Paramedicine Program as an effective service for the patients of NLHD and the community;

5.6.3 Reasonable and consistent progress toward an increased capacity for Lovington to have greater self-sufficiency in funding the Community Paramedicine Program, with less reliance on funding by NLHD over time, including by the first anniversary of Effective Date and continuing thereafter.

VI. TERM AND TERMINATION

6.1 Term. The term of this Agreement shall begin on Effective Date for a period of one year and, unless terminated pursuant to the terms of this Agreement, shall renew annually for up to three (3) successive years. This is a pilot program to initiate a new service and program in the territorial boundaries of the Lovington EMS Service Area for the benefit of Lovington, the patients of NLHD and the community as a whole. Depending upon the effectiveness of this pilot program over the first 10 months, the parties contemplate renegotiating the funding for the Community Paramedicine Program as it becomes more self-sustaining, reducing the financial contributions for NLHD.

6.2 Termination without Cause. Either party may terminate this Agreement at any time and for any reason upon at least thirty (90) days prior written notice to the other party.

6.3 Termination for Cause. The parties may terminate for cause in the event of material breach or impossibility of performance with forty-five (45) days' prior written notice, unless mutually agreed in writing to a shorter or longer period of time, to permit cure of any alleged material breach or to permit other cure. The party giving such written notice shall set forth in the

written notice the facts underlying its claim/concern for breach and/or impossibility, for the other party to address and correct. Notwithstanding the foregoing provisions of Section 5.3, this Agreement shall not terminate in the event that the breaching party cures the breach to the satisfaction of the non-breaching party within thirty (30) days of the receipt of such written notice.

VII. ANTI-REFERRAL LAWS

7.1 The parties to this Agreement acknowledge their obligation to comply with applicable federal, state, and local laws respecting the conduct of their respective operations. The parties acknowledge certain federal and state laws governing referral of patients, as may be in effect or amended from time to time. Nothing in this Agreement, nor any other written or oral agreement, nor any consideration in connection with this Agreement contemplates or requires the admission or referral of patients to NLHD or otherwise. This Agreement is not intended to influence independent judgment exercised in choosing or encouraging the utilization of a medical facility appropriate for the proper care and treatment of patients.

7.2 The parties to this Agreement acknowledge and agree that (i) this Agreement covers all of the Services provided by within the Community Paramedicine Program, and (ii) the overall value of the services and any consideration provided by and between the parties are substantially equivalent.

VIII. GENERAL PROVISIONS, COMMUNICATION, AND RECORD KEEPING

8.1 Communication systems and records and records keeping policy will be developed cooperatively by and between Lovington and NLHD, including as specified in Exhibits A, for forms and format of communication in written format. The parties agree to designate liaisons to the Community Paramedicine Program as the first line of communication related to Section IV and Section V of this Agreement, in order to facilitate communication between the parties related to the Community Paramedicine Program. NLHD shall designate for Lovington one individual EMS Division employee who will be given authorization and access to record information in the NLHD electronic health record, as may be needed and available, for the Community Paramedicine Program.

8.1.2 Notwithstanding any provision herein to the contrary, any and all patient records and charts produced as a result of either party's performance under this Agreement shall be created, maintained and kept as required by law, and shall remain the property of either Lovington and/or NLHD, and the parties to this Agreement shall be responsible for maintaining patient confidentiality with respect to any information obtained pursuant to this Section.

8.1.3 The parties to this Agreement will execute, as needed, a Business Associates Agreement in a suitable form.

8.2 HIPAA Confidentiality. The parties to this Agreement and each of their employees and contractors, agents, etc. shall comply with all applicable laws regarding the confidentiality of

patient information including but not limited to the regulations under the Health Insurance Portability and Accountability Act (“HIPAA”). This provision shall survive the expiration or termination of this Agreement.

8.3 Quality Improvement/Utilization Review. The parties may request cooperation and participation in quality improvement/utilization review programs with respect to the Community Paramedicine Program and the parties represents and warrants that it has established procedures necessary to assure the consistence and quality of Services, and agree mutually to provide on a routine basis, and at a minimum quarterly, with quality improvement activities and outcomes consistent with NLHD's quality improvement policies and to address the operations and goals of the Community Paramedicine Program.

8.4 Assignment. Contractor shall not subcontract, assign its rights, or delegate its duties under this Agreement without the prior written consent of NLHD. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

8.5 Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement. The parties agree to amend this Agreement to the extent reasonably necessary for NLHD or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

8.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

8.7 Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by a nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

Lovington: City of Lovington
 214 South Love Street
 Lovington, NM 88260
 Attn: David Miranda, City Manager

NLHD: Nor Lea Hospital District
 1600 North Main
 Lovington, NM 88260
 Attn: David Shaw, CEO

8.8 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

8.9 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Mexico. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Lea County, New Mexico.

8.10 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

8.11 Captions. Captions used herein as headings of various articles and sections are for convenience only and shall not be construed to be part of this Agreement or used in construing this Agreement.

8.12 Execution and E-signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

Signature Page Follows

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

CITY OF LOVINGTON

By: _____
David Miranda

Its: City Manager

EIN:

NOR LEA HOSPITAL DISTRICT

By: _____
David Shaw
Its: Chief Executive Officer
EIN: 85-0278235

Dated: _____

EXHIBIT A

SERVICES

NLHD's deliverables for the Community Paramedicine Program shall include but are not limited to:

- NLHD will design and training program and provide training of Lovington's qualified and employed EMS Division personnel for the Community Paramedicine Program;
- NLHD will fund the training program for the Community Paramedicine Program;
- In collaboration with Lovington, NLHD will establish a communication system for the Community Paramedicine Program, including (i) immediate access communication through phone and email, (ii) scheduling, dispatch and reporting forms as may be needed, (iii) medical records access for documentation, (iv) a communication system for continuity of care and assessment, and all other general communication needs and policy(-ies);
- NLHD as indicated may implement a confidential quality review program and related communications;
- NLHD will provide Funding and Reimbursement of certain expenses, as described, and stated in Exhibit B and subject to the terms and conditions of the Agreement.

Lovington Deliverables for the Community Paramedicine Program shall include but are not limited to:

- Lovington will actively engage with NLHD to develop and participate in the Community Paramedicine Program through its EMS Division;
- Lovington will open frozen hiring for EMS positions and will work diligently to fill positions with qualified applicants;
- Lovington will increase EMS Division personnel salaries consistent with the statement and guidance from Exhibit C.
- Lovington will provide proof of payroll receipts to NLHD's finance department on 10-day verbal or written notice;
- Lovington will make available its trained and employed EMS personnel and EMS Division mobile units for in-home/in-residence assessments and in-home/in-residence care of certain patients as designated by NLHD and through the Community Medicine Program consistent with the goals of the Community Paramedicine Program;
- Lovington EMS Division, with support from NLHD, will see up to 20 patients per month in the first three (3) months after Effective Date and the Community Paramedicine Program is go live, projected to be July 1, 2024, and steadily increase the rate to 40 plus patients per month within the first 10 months of the program;
- By first anniversary of Effective Date, Lovington EMS Division will reduce non-Lovington EMS ground transports by 50% - meaning that Lovington EMS will be able to handle a greater number of calls for transport, including specifically to tertiary care centers;
- By the first anniversary of Effective Date, NLHD's bounce back rate, applicable to emergency department and hospital discharge combined, will be reduced by 10%.

EXHIBIT B

FUNDING AND REIMBURSEMENT

NLHD will fund the Community Paramedicine Program and make reimbursements to Lovington consistent with the statements agreed to in the body of this Agreement and this Exhibit B:

- NLHD will pay to Lovington Funding Amount, for the initial first year term of the Agreement, of up to Four Hundred Fifty Thousand Dollars (\$450,000.00), per year, payable only on a monthly basis (Thirty-Seven Thousand Five Hundred Dollars, \$37,500.00, per month), with plans to fund \$360,000 in year two, and NLHD will provide funding only while this Agreement is in force and in place between the parties and subject to the provisions related to renegotiation of funding obligations, suspension of funding, claw back and termination;
- Funding Amount payments shall be made in equal monthly installments only as indicated, for any applicable partial calendar year under this Agreement;
- Payments of the Funding Amount, on a monthly basis, will commence within 15 days of the Effective Date, subject to the provision for invoicing and the Agreement generally;
- Lovington will use this Funding Amount to open hiring positions in its EMS Division, hire effective and qualified candidates, and to increase salaries for EMS Division personnel by approximately 25% based on Exhibit C in consultation with NLHD;
- Lovington will provide proof of payroll outlays and receipts to NLHD's finance office for Lovington EMS personnel;
- Lovington and NLHD will collaborate on the planning for the number of hires and though this collaboration have arrived at the figures stated in Exhibit C for the planned/projected salaries for EMS Division personnel;
- Lovington will bear solely all costs of employment associated with PERA retirement contributions for all its employees and the EMS Division personnel, separate and apart from the Funding Amount and any reimbursements payable under this Agreement;
- For recruitment costs associated with recruiting and hiring EMS Division personnel, Lovington may seek up to Twenty-Five Thousand Dollars (\$25,000.00) per calendar year for reimbursement of those recruitment costs, submitted to NLHD and supported by appropriate documentation and receipts;
- Lovington will pay for its own costs incurred in its role in developing and participating in the Community Paramedicine Program;
- Neither Lovington nor NLHD will seek reimbursement for services provided by the community Paramedicine Program, as it is not intended to generate reimbursement revenue for its paramedicine services.

- No later than the tenth month following the Effective Date, the parties will renegotiate the funding obligations and funding amount, as the Community Paramedicine Program reaches a goal and expectation of becoming more financially sustaining for Lovington EMS, as the Community Paramedicine Program reaches its goal of reducing the non-Lovington EMS ground transports (by 50%) will generate revenue for the Livingston EMS division.

EXHIBIT C

Name	Position	Annual Rate	Hourly Rate	Annual Rate w/ 25% Increase	Hourly Rate w/ 25% Increase	PERA 10%	PERA City Contribution
	EMT-I	\$47,916.96	\$23.03	\$59,896.20	\$28.80	\$5,989.62	\$2,286.03
	Student	\$42,307.35	\$15.35	\$52,884.19	\$19.19	\$5,288.42	\$2,018.40
	EMT-I	\$58,367.94	\$21.18	\$72,959.93	\$26.47	\$7,295.99	\$2,784.62
	EMT-B	\$45,060.60	\$16.35	\$56,325.75	\$20.44	\$5,632.58	\$2,149.76
	EMT-I	\$57,470.86	\$20.85	\$71,838.58	\$26.07	\$7,183.86	\$2,741.83
	Student	\$42,307.35	\$15.35	\$52,884.19	\$19.19	\$5,288.42	\$2,018.40
	EMT-I	\$61,985.20	\$22.49	\$77,481.50	\$28.11	\$7,748.15	\$2,957.20
	Medic	\$71,563.67	\$25.96	\$89,454.59	\$32.46	\$8,945.46	\$3,414.17
	EMT-I	\$57,884.23	\$21.00	\$72,355.29	\$26.25	\$7,235.53	\$2,761.55
	Student	\$42,307.35	\$15.35	\$52,884.19	\$19.19	\$5,288.42	\$2,018.40
	Student	\$42,307.35	\$15.35	\$52,884.19	\$19.19	\$5,288.42	\$2,018.40
	Student	\$42,307.35	\$15.35	\$52,884.19	\$19.19	\$5,288.42	\$2,018.40
	EMT-I	\$85,261.05	\$40.99	\$106,576.31	\$51.24	\$10,657.63	\$4,067.64
	EMT-I	\$65,610.09	\$23.80	\$82,012.61	\$29.76	\$8,201.26	\$3,130.13
	EMT-B	\$57,717.66	\$27.75	\$72,147.08	\$34.69	\$7,214.71	\$2,753.60
	Medic	\$75,254.91	\$26.94	\$94,068.64	\$34.13	\$9,406.86	\$3,590.27
	Student	\$42,307.35	\$15.35	\$52,884.19	\$19.19	\$5,288.42	\$2,018.40
	EMT-B	\$45,060.60	\$16.35	\$56,325.75	\$20.44	\$5,632.58	\$2,149.76
Position 1	Student	\$42,307.35	\$15.35	\$52,884.19	\$19.19	\$5,288.42	\$2,018.40
Position 2	Student	\$42,307.35	\$15.35	\$52,884.19	\$19.19	\$5,288.42	\$2,018.40
Position 3	Student	\$42,307.35	\$15.35	\$52,884.19	\$19.19	\$5,288.42	\$2,018.40
Position 4	Student	\$42,307.35	\$15.35	\$52,884.19	\$19.19	\$5,288.42	\$2,018.40
Position 5	Student	\$42,307.35	\$15.35	\$52,884.19	\$19.19	\$5,288.42	\$2,018.40

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 5/13/2024



Item Type:

SUBJECT: Resolution 2024-036-Approve Advertising of Ordinance for Expenditure of up to \$60,000 LEDA Funds for 340 feet of sewer line on Gum and Dearduff
DEPARTMENT: City Managers Office
SUBMITTED BY: David Miranda
DATE SUBMITTED: 5/2/2024

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

LEDA funds require an Ordinance to be enacted in order to expend 60,000 for sewer line to support housing for economic development

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:

Description	Type
EDC Request	Cover Memo
Ord 605 Ad	Cover Memo
Res 2024-036 - Advertise Ord 605	Cover Memo



LOVINGTON
Economic Development Corporation

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

Re: Utility Extension-LEDA Request

The Lovington EDC (LEDC) at their April 18th board meeting reviewed a request from the City of Lovington for potential funding using LEDA funds for the installation of 340 feet of sewer line up to the property of Marquez Mobile Home Park.

The LEDC reviewed the site plans and approved the request with some conditions making sure this is a turnkey project. They approved the request for up to \$60,000 with an expiration date of April 30, 2025, with no change orders, they are requesting the City to fund the project and when occupancy permits are granted the LEDA will reimburse the City. The LEDC is aware that this landowner has had this project in the works for over 2 years. If you have any additional questions or concerns, please feel free to contact me.

Regards,

Evelyn Holguin

Evelyn C. Holguin
Executive Director

LEGAL NOTICE

ORDINANCE NO. 605

Notice is hereby given that the City of Lovington will consider the following captioned ordinance at its regular meeting on June 10, 2024 at 5:30 p.m., in the Commission Chambers of Lovington City Hall, 214 S. Love Street, Lovington, New Mexico to wit:

Ordinance 605: An Ordinance of the City of Lovington authorizing a Project Participation Agreement providing funding to the Lovington Economic Development Corporation of up to \$60,000 for the construction of a sewer line extension measuring approximately 340 feet along Dearduff and Gum Streets in the City of Lovington, N.M.

The Ordinance may be examined by any interested person during regular business hours at the office of the City Clerk at City Hall or on the City website at www.lovington.org. A copy of the Ordinance will be provided upon payment of a reasonable charge.

Shannon Lester, City Clerk

City of Lovington

Published in the Lovington Leader – Thursday, May 16, 2024

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

RESOLUTION 2024-036

**A RESOLUTION AUTHORIZING TO ADVERTISE ORDINANCE 605: AUTHORIZING
A PROJECT PARTICIPATION AGREEMENT PROVIDING FUNDING FROM LEDA FUNDS
OF UP TO \$60,000 FOR THE INSTALLATION OF 340 FEET OF SEWER LINE ON GUM
AND DEARDUFF STREETS**

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

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

WHEREAS, the City of Lovington City Commission wishes to enter into an agreement with the Lovington Economic Development Corporation, in the form of a Project Participation Agreement, as provided for in Ordinance No. 495; and

WHEREAS, the purpose of the agreement is to provide up to \$60,000 funds for the construction and installation of approximately 340 feet of sewer line along Dearduff and Gum Streets to the curb of a new mobile home park currently under construction which will provide housing for upcoming economic development in the area;

NOW, THEREFORE, BE IT RESOLVED, by the Lovington City Commission that the City Clerk is directed to advertise the intent to adopt an Ordinance that allows a project participation agreement providing funding of up to \$60,000 from LEDA funds for the construction of approximately 340 feet of sewer line on Gum and Dearduff Streets to facilitate new housing for economic development.

DONE THIS 13th DAY OF MAY, 2024.

City of Lovington
New Mexico

Howard Roberts, Mayor

ATTEST:

Shannon Lester, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 5/13/2024



Item Type: Resolution

SUBJECT: Resolution 2024-037 - Approval of RFP - Insurance Broker for Liability, Property and Vehicle Coverage
DEPARTMENT: City Managers Office
SUBMITTED BY: David Miranda
DATE SUBMITTED: 4/12/2024

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

After going out for RFP for Insurance Broker, the evaluation committee recommends to the City Commission to contract with:
New Mexico Self-Insurers Fund
Golden-Reid Insurance Agency

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:

Description
Res 2024-037 - Approval of Ins Broker

Type
Cover Memo

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

RESOLUTION 2024-037

**A RESOLUTION AUTHORIZING THE SELECTION OF AN INSURANCE BROKER
FOR THE CITY'S PROPERTY, GENERAL LIABILITY AND OTHER
SPECIFIED INSURANCE CATEGORIES**

WHEREAS, the City of Lovington Board of Commissioners did task the city administration with conducting an insurance broker and coverage review, and

WHEREAS, a solicitation process was undertaken by the City insurance review board which included an RFP (Request for Proposal) issuance and review, and

WHEREAS, the review board received four (4) applicants, and eliminated two (2) of them, and

WHEREAS, the review board has met and arrived at a recommendation for an insurance broker for the Commission's consideration;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY LOVINGTON, NEW MEXICO TO APPROVE THE SELECTION OF _____ AS THE CITY'S INSURANCE AGENT/BROKER.

DONE THIS 13th DAY OF MAY, 2024.

City of Lovington
New Mexico

Howard Roberts, Mayor

ATTEST:

Shannon Lester, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 5/13/2024



Item Type: Resolution

SUBJECT: Resolution 2024-038-Appoint Senior Citizens Board Member for City Commissioner Seat
DEPARTMENT: City Managers Office
SUBMITTED BY: David Miranda
DATE SUBMITTED: 5/2/2024

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

Commissioner Liz White, City Commissioner board member, has resigned her seat, leaving a vacancy for another City Commissioner to fill.

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:

Description
Res 2024-038 - Appoint City Commissioner to Sen Citz Bd

Type
Cover Memo

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

RESOLUTION 2024-038

**A RESOLUTION APPROVAL TO APPOINT A COMMISSIONER AS A REPRESENTATIVE
TO THE SENIOR CENTER ADVISORY BOARD**

WHEREAS, the Lovington Senior Center Advisory Board provides advice and assistance to the Director of the Senior Citizens Center Director; and

WHEREAS, the Senior Center Advisory Board by-laws were amended on July 11, 2022; and

WHEREAS, the amendments in the by-laws included to appoint a City Commissioner as a Representative and a community member who advocates for seniors to the Lovington Senior Center Advisory Board; and

WHEREAS, the City Commissioner will serve as the Representative for their Commission term, and

WHEREAS, Commissioner Lizabeth White wishes to step down as the City Commissioner Representative,

NOW, THEREFORE, BE IT RESOLVED, by the Lovington City Commission that the following Commissioner be appointed as the City Commissioner seated on the board:

Elisha Bixby (term will expire December 31, 2025)
Carolyn Whittington (term will expire December 31, 2025)
Pat Rice (term will expire December 31, 2025)
Timothy Boydston (term will expire December 31, 2024)
Sharon Grigsby (term will expire December 31, 2024)
Mary James (term will expire December 31, 2024)
Mary McClure (term will expire December 31, 2024)
Randall Pettigrew (term will expire July 25, 2024)

DONE THIS 13TH DAY OF MAY, 2024 at

City of Lovington
New Mexico

Howard D. Roberts, Mayor

ATTEST:

Shannon Lester, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 5/13/2024



Item Type: Other Action

SUBJECT: NMDOT Main Street project Historical brick
DEPARTMENT: Planning and Zoning
SUBMITTED BY: Crystal R Ball, CFM, CZO
DATE SUBMITTED: 5/2/2024

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

Historical Brick in the downtown plaza area on Main Street, from Avenue A to Washington.
Constructors Inc is asking if they have a special stamp made to match the historical brick can the work be change to use special stamped colored concrete instead of the historical brick?
The existing historical brick is not true ADA compliant do we want colored concrete ADA sidewalks with stamped brick accents (this would be the brick pattern already being used) or colored ADA sidewalks with the historical brick accents?

FISCAL IMPACT:

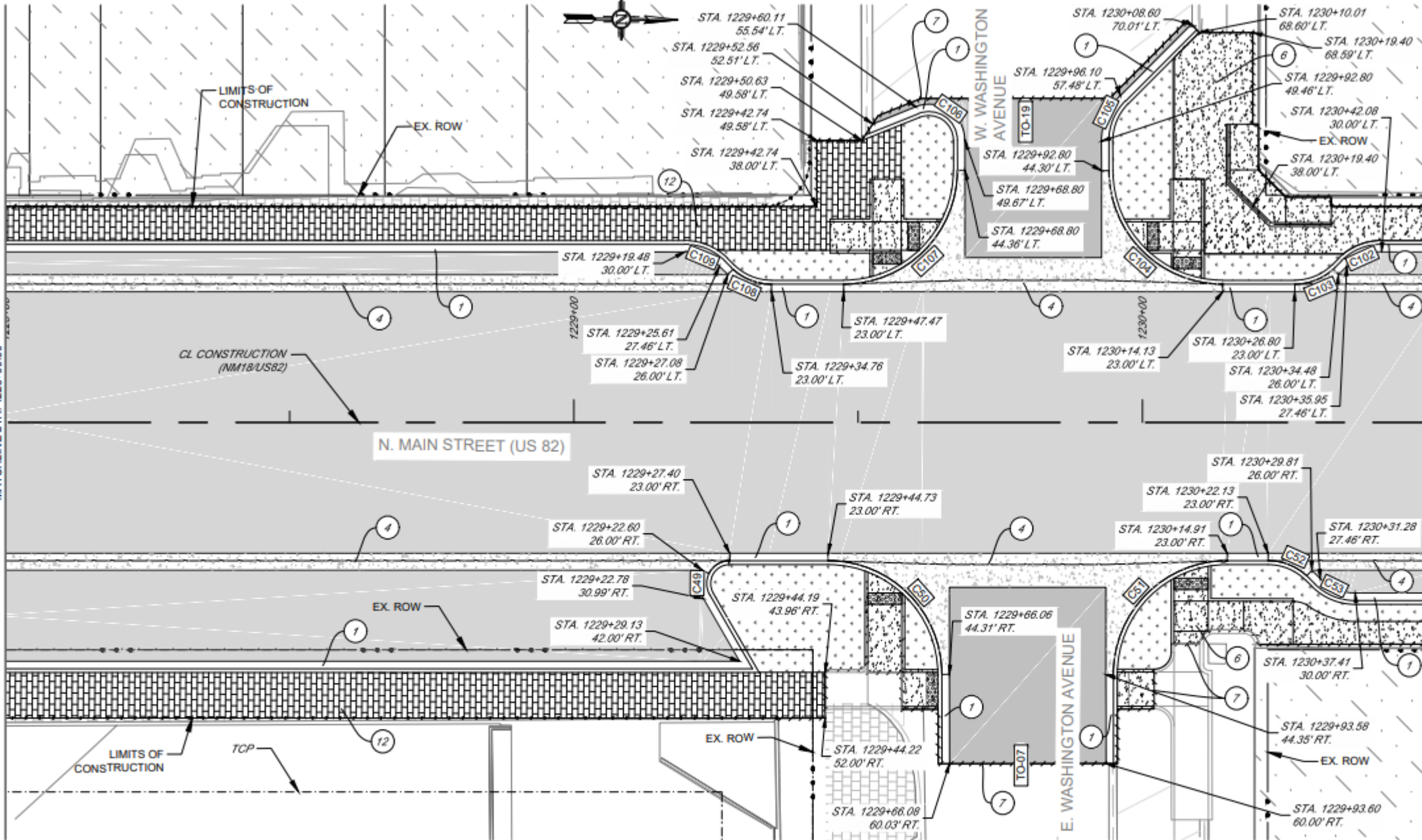
If the historical brick removed and salvaged is not sufficient to replace all areas of work???
If stamp is used we would retain the historical brick.
Due to the cost of the special stamp Constructors will only purchase it if we use it for the entire area of historical brick.

RECOMMENDATION:

Constructors Inc needs a decision to proceed on this work. A stamp can be made by matching the historical brick and Constructor has offered to sell it to us after the project is over.

ATTACHMENTS:

Description	Type
area of work	Cover Memo
area of work	Cover Memo
area of work	Cover Memo
area of work	Cover Memo



- LEGEND**
- NEW ASPHALT PAVING
 - MINOR PAVEMENT (TURNOUTS)
 - NEW CONCRETE PAVING
 - NEW CONCRETE SIDEWALK
 - REPLACE EXIST. BRICK SIDEWALK
 - NEW CONCRETE DRIVEWAY
 - NEW CONCRETE PAVEMENT (COLORED)
 - NEW LANDSCAPING
 - EXISTING BUILDING

NOTES

1. SEE SHEETS 2-29 TO 2-34 FOR ROADWAY REMOVAL DETAILS
2. SEE SHEETS 2-37 TO 2-70 FOR CURB RAMP GRADING DETAILS
3. SEE SHEETS 3-16 TO 3-23 FOR LIP OF CURB ALIGNMENT DETAILS
4. SEE SECTION 7 FOR EXISTING SIGNAGE REMOVAL DETAILS
5. SEE SECTION 8 FOR EXISTING LIGHT POLE REMOVAL DETAILS
6. SEE SECTION 8 & 9 FOR SIGNAL AND LIGHTING EQUIPMENT DETAILS
7. SEE SECTION 11 FOR UTILITY DETAILS

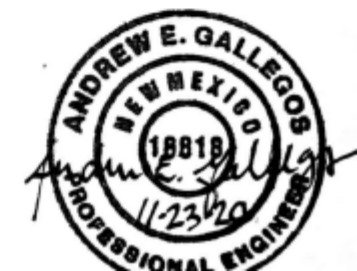
KEYED NOTES

1. BUILD CONCRETE BARRIER CURB AND GUTTER TYPE "B", 6"x24". SEE NMOT STD. DWG. 609-01-1/1.
2. BUILD CONCRETE BARRIER CURB AND GUTTER TYPE "D", 6"x18". SEE NMOT STD. DWG. 609-01-1/1.
3. BUILD CONCRETE LAYDOWN CURB TYPE "E", 6"x24". SEE NMOT STD. DWG. 609-01-1/1.
4. BUILD CONCRETE VALLEY GUTTER SEE NMOT STD. DWG. 609-01-1/1.
5. BUILD HEADER CURB. SEE DETAIL, SHEET 2-14.
6. BUILD CONCRETE SIDEWALK.
7. NEAT SAWCUT - MATCH EXISTING ELEVATION.
8. BUILD NEW DRIVEPAD, TYPE 2. SEE NMOT STD. DWG. 608-001-9/12.
9. BUILD NEW DRIVEPAD, TYPE 3A. SEE NMOT STD. DWG. 608-001-9/12.
10. BUILD SIDEWALK CULVERT PER DETAIL, SHEET 2-15
11. BUILD CONCRETE MOUNTABLE CURB AND GUTTER TYPE "A", 4"x24". SEE NMOT STD. DWG. 609-01-1/1.
12. REMOVE EXISTING BRICK PAVERS AND REBUILD BRICK PAVEMENT SIDEWALK PER DETAIL ON SHT. 2-16 UP TO THE LIMITS OF CONSTRUCTION.

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C49	8.38	4.00	120.00	N60°28'25"W	6.93
C50	31.40	20.00	89.94	S44°29'52"W	28.27
C51	31.44	20.00	90.06	N45°30'08"W	28.30
C52	7.45	10.00	42.67	S20°51'50"W	7.28
C53	7.85	10.00	45.00	N22°01'35"E	7.65
C102	7.85	10.00	45.00	S22°58'25"E	7.65
C103	7.85	10.00	45.00	N22°58'25"W	7.65
C104	31.39	20.00	89.92	N44°29'10"E	28.26
C105	7.85	10.00	45.00	S68°03'15"E	7.65

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C106	9.75	5.00	111.71	S33°33'47"W	8.28
C107	31.44	20.00	90.08	N45°30'50"W	28.30
C108	7.85	10.00	45.00	N22°01'35"E	7.65
C109	7.85	10.00	45.00	N22°01'35"E	7.65

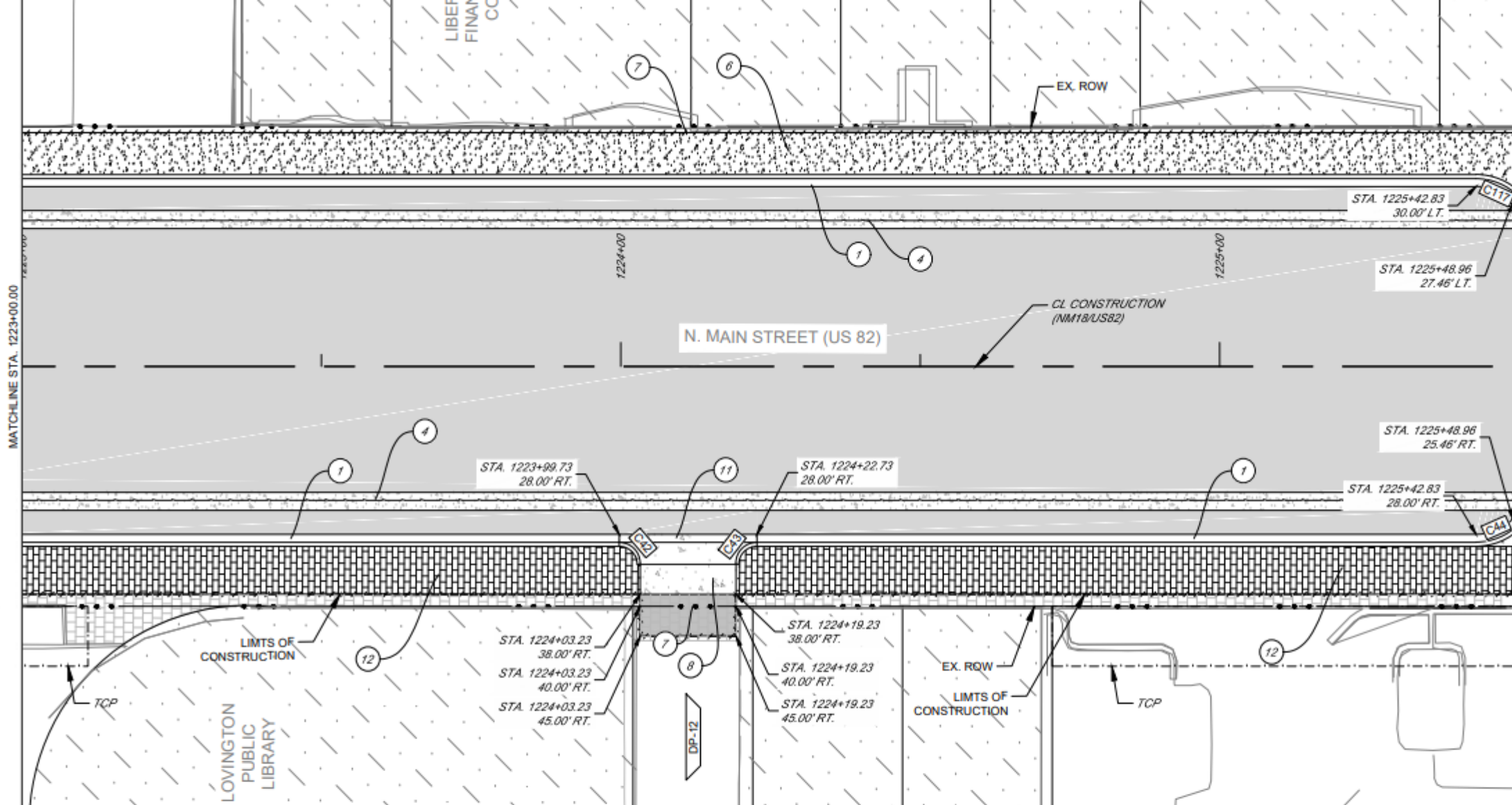
NOTE: CURVE DATA REFERENCES TO FLOWLINE OF CURB



4			
3			
2			
1			
NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTICES)			
NEW MEXICO DEPARTMENT OF TRANSPORTATION			
US 82 & NM 18 ROADWAY IMPROVEMENTS			
NM18 & US82			
ROADWAY LAYOUT PLAN			

MATCHLINE STA. 1223+00.00

MATCHLINE STA. 1225+50.00



- LEGEND
- NEW CONCRETE SIDEWALK
 - REPLACE EXIST. BRICK SIDEWALK
 - NEW CONCRETE DRIVEPAD
 - NEW CONCRETE PAVEMENT (COLORED)
 - NEW LANDSCAPING
 - EXISTING BUILDING
- NOTES
- SEE SHEETS 2-29 TO 2-34 FOR ROADWAY REMOVAL DETAILS
 - SEE SHEETS 2-37 TO 2-70 FOR CURB RAMP GRADING DETAILS
 - SEE SHEETS 3-16 TO 3-23 FOR LIP OF CURB ALIGNMENT DETAILS
 - SEE SECTION 7 FOR EXISTING SIGNAGE REMOVAL DETAILS
 - SEE SECTION 8 FOR EXISTING LIGHT POLE REMOVAL DETAILS
 - SEE SECTION 8 & 9 FOR SIGNAL AND LIGHTING EQUIPMENT DETAIL
 - SEE SECTION 11 FOR UTILITY DETAILS
- KEYED NOTES
- BUILD CONCRETE BARRIER CURB AND GUTTER TYPE "B", 6"x24". SEE NMDOT STD. DWG. 609-01-1/1.
 - BUILD CONCRETE BARRIER CURB AND GUTTER TYPE "D", 6"x18". SEE NMDOT STD. DWG. 609-01-1/1.
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 - REMOVE EXISTING BRICK PAVERS AND REBUILD BRICK PAVER SIDEWALK PER DETAIL ON SHT. 2-16 UP TO THE LIMITS OF CONSTRUCTION.

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C42	5.50	3.50	90.00	S44°31'35"W	4.95
C43	5.50	3.50	90.00	S45°28'25"E	4.95
C44	7.85	10.00	45.00	N22°58'25"W	7.65
C117	7.85	10.00	45.00	N22°01'35"E	7.65

NOTE: CURVE DATA REFERENCES TO FLOWLINE OF CURB

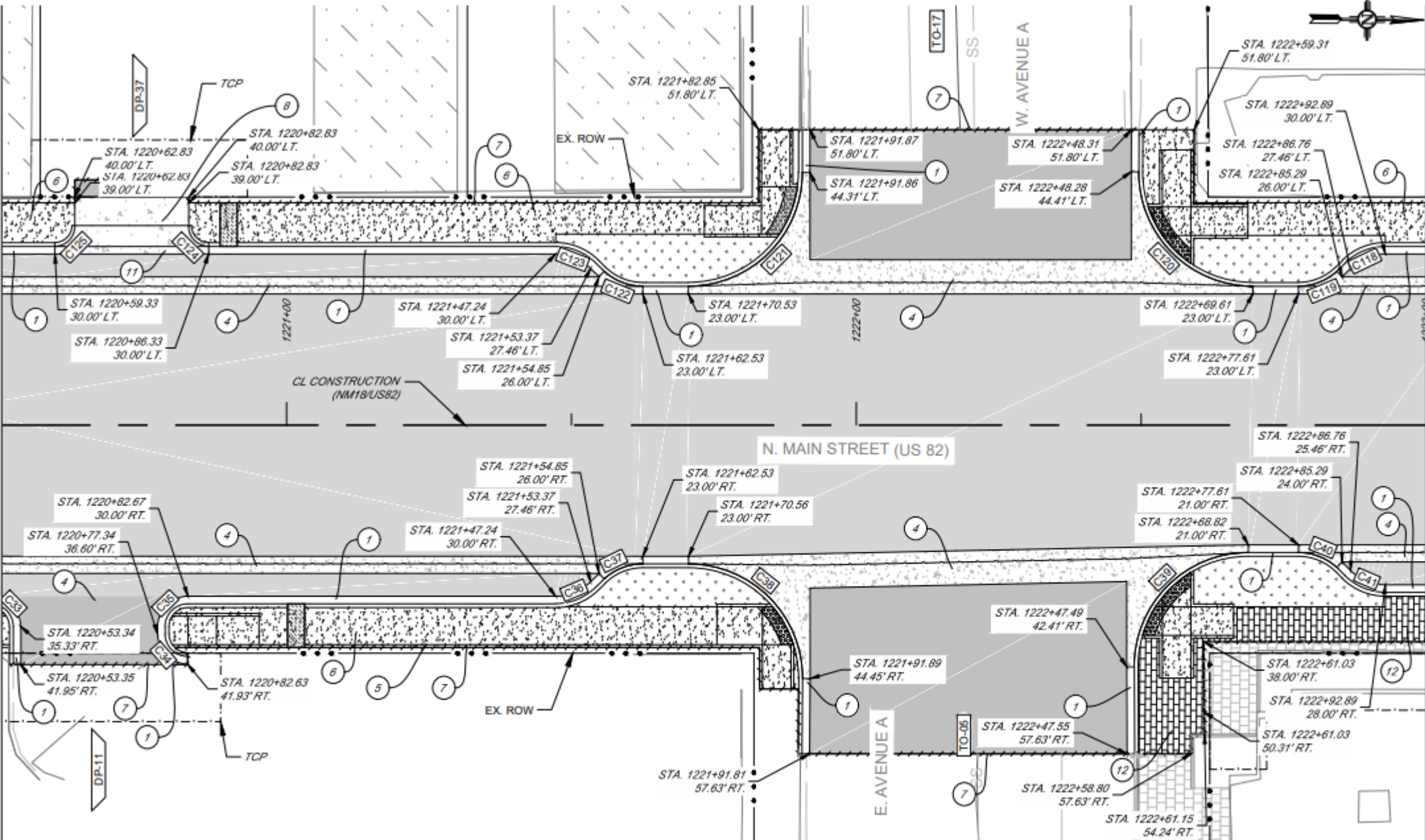


NO.	DESCRIPTION	DATE
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REVISIONS (OR CHANGE NOTICES)

NEW MEXICO DEPARTMENT
OF TRANSPORTATION

US 82 & NM 18 ROADWAY IMPROVEMENTS
NM18 & US82
ROADWAY LAYOUT PLAN



- LEGEND**
- NEW ASPHALT PAVING
 - MINOR PAVEMENT (TURNOUTS)
 - NEW CONCRETE PAVING
 - NEW CONCRETE SIDEWALK
 - REPLACE EXIST. BRICK SIDEWALK
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 7. SEE SECTION 11 FOR UTILITY DETAILS

- KEYED NOTES**
1. BUILD CONCRETE BARRIER CURB AND GUTTER TYPE "B", 6"x24". SEE NMDOT STD. DWG. 609-01-1/1.
 2. BUILD CONCRETE BARRIER CURB AND GUTTER TYPE "D", 6"x18". SEE NMDOT STD. DWG. 609-01-1/1.
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Curve Table					
#	Length	Radius	Delta	Chord Direction	Chord Length
	6.28	4.00	89.97	N44°30'46"E	5.66
	6.25	4.00	89.53	S44°45'48"W	5.63
	6.28	4.00	90.00	N45°28'25"W	5.66
	7.85	10.00	45.00	N22°58'25"W	7.65
	7.85	10.00	45.00	N22°58'25"W	7.65
	31.52	20.00	90.31	N44°40'57"E	28.36

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C118	7.85	10.00	45.00	N22°58'25"W	7.65
C119	7.85	10.00	45.00	N22°58'25"W	7.65
C120	31.49	20.00	90.22	S44°38'16"W	28.34
C121	31.39	20.00	89.94	N45°26'31"W	28.27
C122	7.85	10.00	45.00	N22°01'35"E	7.65
C123	7.85	10.00	45.00	N22°01'35"E	7.65



NO.	DESCRIPTION	DATE
4		
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2		
1		

REVISIONS (OR CHANGE NOTICES)

NEW MEXICO DEPARTMENT OF TRANSPORTATION

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 5/13/2024



Item Type: Resolution

SUBJECT: Resolution 2024-039 Final Remediation Plan approval for the Lovington 66 State -Lead Remediation Site, Lovington, NM

DEPARTMENT: Planning and Zoning

SUBMITTED BY: Crystal R Ball, CFM, CZO

DATE SUBMITTED: 5/3/2024

COMPREHENSIVE PLAN IMPLEMENTATION:

UT 4.0 Improve water system efficiencies

STAFF SUMMARY:

This is the remediation by the New Mexico Petroleum Storage Tank Bureau, to remove contaminations under the ground. This project was stalled in 2023 but now ready to proceed. The Horizontal SVE well installation will take place around June 15-18, depending on how the drilling progresses. The Ave C road closure will only be necessary for two 4-6 hour periods during this time and the Contractors will coordinated that with us.

We have moved this to July due to the current Main Street closure of NMDOT project but Constructor Inc has stated this area will be completed by the end of May.

FISCAL IMPACT:

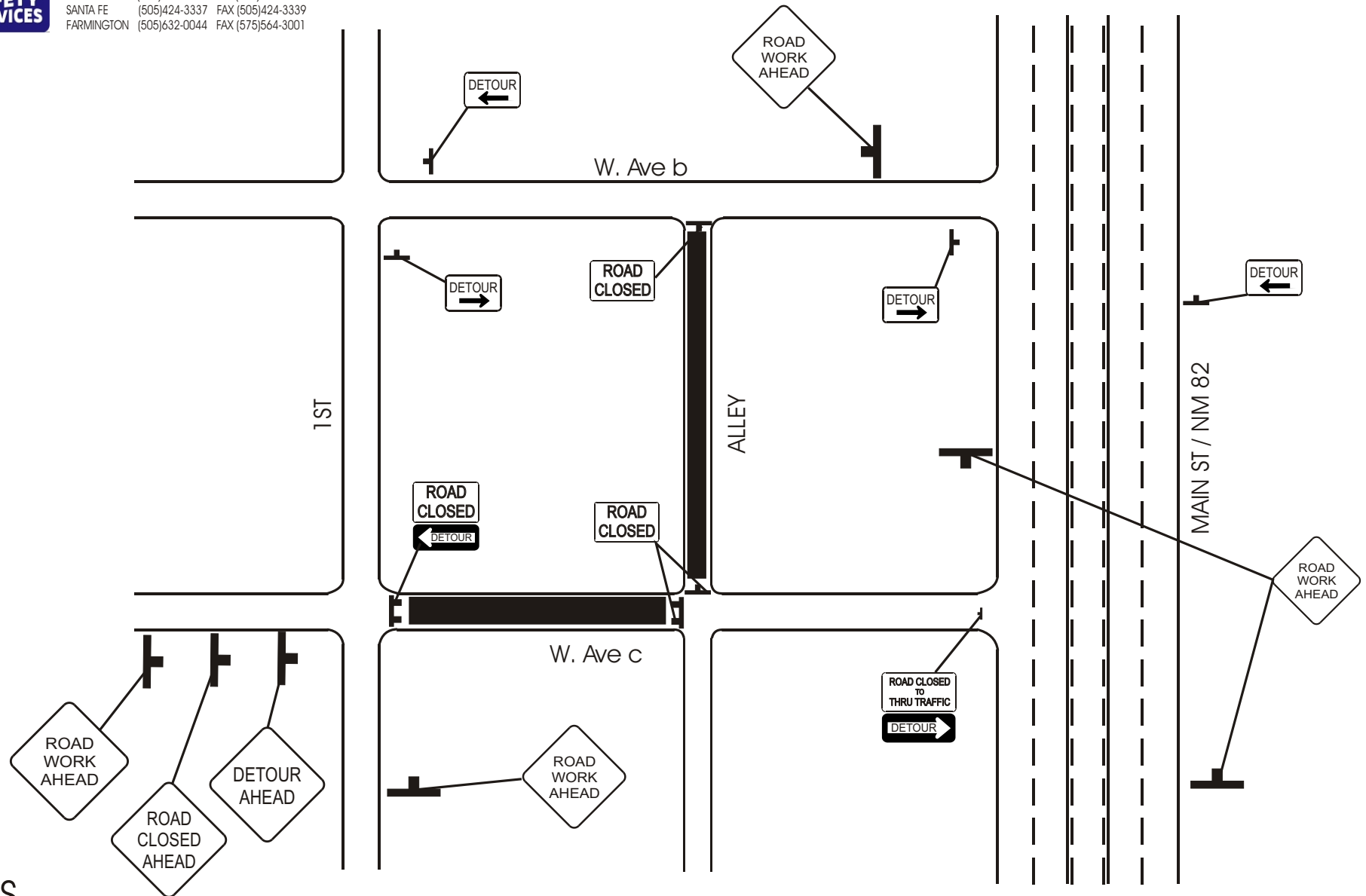
RECOMMENDATION:

Approve Resolution 2024-039 and sign consent.

ATTACHMENTS:

Description	Type
areas of work	Cover Memo
Road closure	Cover Memo
Work plan	Cover Memo
Lovington 66	Cover Memo
Lovington Access Agreement	Cover Memo
Resolution 2024-039	Cover Memo










NOTES

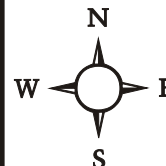
- 1) DRAWING NOT TO SCALE
- 2) 36" SIGNS WITH FLAGS AND BAGS
- 3) WORK HOURS 0800 TO 1700
- 4) TAPER LENGTH
- 5) BUFFER LENGTH
- 6) DEVICE SPACING TAPER
- 7) DEVICE SPACING TANGENT

-  ARROW BOARD
-  ATTENUATOR
-  MESSAGE BOARD
-  FLAGGER
-  POLICE

-  BARREL
-  CONE
-  SIGN
-  TYPE III BARRICADE
-  VERTICAL PANEL

POSTED
SPEED

SPEED
LIMIT
25



Owner CITY OF LOVINGTON		
Project Name	Project Number	
Prime Contractor DANIEL B STEPHENS	Traffic Control Contractor SOUTHWEST SAFETY SERVICES	
Start Date TBD	Sheet Number 1 OF 1	DURATION TBD
Prepared By DANIEL VELASQUEZ	DATE DRAWN 6/30/23	CERTIFICATION Number 169931



January 12, 2024

Ms. Renee Romero
New Mexico Environment Department
Petroleum Storage Tank Bureau
1914 West Second Street
Roswell, New Mexico 88201

Re: Work Plan for Phase 4 Implementation of Final Remediation Plan
Lovington 66 State Lead Site, 424 South Main, Lovington, New Mexico
Facility #1489, Release ID #1182

Dear Ms. Romero:

Daniel B. Stephens & Associates, Inc. (DBS&A) is pleased to submit the enclosed work plan and cost estimate for implementation of the final remediation plan (FRP) for the subject site. The work plan was prepared in cooperation with the New Mexico Environment Department (NMED) Petroleum Storage Tank Bureau (PSTB) project manager, and is consistent with the approved FRP for the site, approved by the PSTB on October 20, 2020, as well as the terms and conditions of the Sole Source Procurement # 40-66700-23-CP464 executed on December 12, 2023.

Please contact us at (505) 822-9400 if you have any questions or require additional information regarding the enclosed work plan and cost estimate.

Sincerely,

DANIEL B. STEPHENS & ASSOCIATES, INC.

Jason J. Raucci, P.G.
Project Geologist/Project Manager

Thomas A. Golden, P.E.
Senior Engineer

JJR/TG/rpf

cc: Jim Gibb, NMED PSTB
Katherine MacNeil, NMED PSTB
Lorena Goerger, NMED-PSTB

Work Plan for Phase 4 Implementation of Final Remediation Plan Lovington 66 State-Lead Remediation Site Lovington, New Mexico Facility #1489, Release ID #1182

1. Introduction

Daniel B. Stephens & Associates, Inc. (DBS&A) has prepared this work plan and cost estimate for the Lovington 66 State-Lead Remediation Site in Lovington, New Mexico (the site). DBS&A intends to finalize implementation of the final remediation plan (FRP) for corrective action at the site, which was submitted to the New Mexico Environment Department (NMED) Petroleum Storage Tank Bureau (PSTB) on August 28, 2020, submitted in revised form on September 21, 2020, and accepted on October 20, 2020. The site is located at 424 South Main Street, in Lovington, New Mexico (Figure 1).

Implementation of the FRP was delayed due to an extended period of access negotiations between PSTB and affected property owners. Upon the apparent resolution of these negotiations, PSTB requested a revised work plan for FRP implementation, which was submitted by DBS&A on May 19, 2023 and approved on May 23, 2023 under work plan identification (WPID) #4327. Implementation of the FRP was then placed on indefinite hold in mid-July 2023 due to an impasse in the final access negotiations. On December 12, 2023, PSTB executed a sole-source procurement to continue and complete implementation of the selected remedial strategy. The sole-source procurement expires on December 9, 2024.

The work plan was prepared with direction from the NMED PSTB project manager and in accordance with the requirements of Part 119 of the New Mexico Petroleum Storage Tank Regulations and DBS&A standard operating procedures (SOPs), and encompasses the scope of work specified under Professional Services Contract # 24-667-8250-42029, Sole Source Procurement # 40-66700-23-CP464.

2. Site History

In 1991, AEI Tank, Inc. (AEI) was contracted to perform a minimum site assessment (MSA) on the existing underground storage tank (UST) system at the Phillips 66 gasoline station as part of a proposed property transaction between Jack Walstad Oil Company, Inc. (Walstad) and Queen Oil and Gas Company. At that time, AEI discovered contamination in soil samples collected near the five USTs and associated conveyance and dispensers. Walstad then contracted AEI to remove the USTs and ancillary piping and overexcavate the contaminated piping trenches and tank pits. AEI provided the results of shallow soil sampling to NMED in December 1991. Per request from NMED, in February and March 1992, AEI coordinated installation of three monitor wells at the site, designated W-1 through W-3 (Figure 2). NMED received the revised report April 3, 1992 (AEI did not change the date of the report).

During the MSA investigations conducted by AEI, hydrocarbon impacts to soil and groundwater at concentrations above New Mexico Water Quality Control Commission (NMWQCC) standards were discovered on-site and extending off-site downgradient to the southeast. Soil impacts were noted in association with the tank pit on the north side of the station building, the diesel dispenser on the west side of the station building, and the gasoline conveyance and dispensers to the southeast of the station building; these locations are presumed to be primary release sites (Figure 3). AEI reported removing approximately 90 percent of the impacted shallow soil from the vicinity of the identified release sites (AEI, 1991).

Soil and groundwater investigations completed by Billings & Associates, Inc. (BAI) in 1992 and 1993 revealed soil contamination to a depth of at least 40 feet below ground surface (bgs), a large light nonaqueous-phase liquid (LNAPL) plume, and a dissolved-phase plume migrating off-site to the southeast, under the intersection of Main Street and Avenue D. BAI coordinated installation of monitor wells W-4 through W-18 during these initial characterization efforts (Figure 2).

Previous consultants coordinated investigation and monitoring activities from 2006 to 2018, including installation of three additional monitor wells (W-19 through W-21) 400 to 600 feet southeast of the Allsup's site. In 2015, a vertical multiphase extraction well (MPE-1) was installed on-site and subsequently included in dual-phase extraction (DPE) pilot testing. In addition, DPE quick tests and LNAPL bail-down and recovery testing were completed on wells W-1, W-2, and W-3.

The McDonald's restaurant on-site was torn down in October 2018, which resulted in destruction of all the on-site surface completions. The construction contractor hired Atkins Engineering, Inc. (AEA) of Roswell, New Mexico to replace the surface completions. At that time, well W-4 (previously paved over) was recovered and repaired. In July 2020, AEA also recovered W-7, which had been paved over in the street adjacent to the curb. To date, 25 groundwater monitor wells (W-1 through W-21, MPE-1, and MW-1 through MW-3) have been installed on-site and in the vicinity of the former Lovington 66 and Allsup's sites (Figure 2). Based on field reconnaissance conducted by PSTB and DBS&A in March and November 2019, respectively, as well as recent repair work, 21 of these wells remain in service. Wells MW-2, W-6, and W-10 appear to have been paved over, and well W-2 was found by NMED to be obstructed above the water table. Efforts will be made to clear the obstruction in W-2 in a future groundwater monitoring event.

The site was included in a Responsible Party (RP)-Lead solicitation for remediation services dated March 19, 2018. Although DBS&A was chosen as the winner of that solicitation, the RFP was revoked when the designated representative for the RP (Walstad) stated that he no longer wished to participate in the cleanup process. The site was designated a State Lead site on November 1, 2018, and on April 22, 2019, PSTB issued a new request for proposals (RFP) for State-Lead remediation services for the site. DBS&A responded to the RFP with a proposal submitted to the PSTB on May 28, 2019. In a letter dated October 23, 2019, PSTB requested preparation of an FRP to address the confirmed petroleum hydrocarbon release at the site. A draft FRP was submitted to the NMED-PSTB on August 28, 2020, and was resubmitted with revisions on September 21, 2020. The draft FRP was accepted as final by PSTB on October 20, 2020.

A baseline groundwater monitoring and LNAPL recovery event was conducted at the site in February 2021. Results indicated that the overall LNAPL and dissolved-phase plume extent had remained largely stable since 2006, with some local temporal variability. A sharp increase in contaminant concentrations in monitor well W-9 may suggest downgradient movement of residual hydrocarbon mass.

As noted above, extended access negotiations delayed implementation of the FRP through May 2023, at which time implementation activities were initiated on an accelerated timetable, before being placed on indefinite pause in July 2023. During May to September 2023, DBS&A completed the following elements of the FRP implementation:

- New major remediation equipment was procured by DBS&A and delivered directly to the long-term storage facility at the New Mexico Department of Transportation (NMDOT) District 2 Yard in Roswell, New Mexico on September 11, 2023. Equipment includes an Intellishare Environmental, Inc. (Intellishare) 550 standard cubic feet per minute (scfm) soil vapor extraction (SVE) system assembled within a modified shipping container. The SVE system includes an SVE blower, vapor-liquid separator, condensate transfer pump, condensate storage tank, instrumentation, controls, telemetry, and a spare parts package.
- Purchase and delivery of various custom-fabricated remediation system components, including four 2-foot by 2-foot by 3-foot steel traffic-rated well vaults, and an electrical power pole. Remediation system components were delivered directly to the long-term storage facility at the Roswell NMDOT yard on September 5, 2023 by Enviroworks, LLC. System components were received by a DBS&A authorized representative and placed into long-term storage.
- Purchase and delivery of 1,600 feet of custom-fabricated high-density polyethylene (HDPE) well casing and screen. Well casing and screen materials were delivered directly to the long-term storage facility at the Roswell NMDOT yard on September 5, 2023. Well materials were received by a DBS&A authorized representative and wrapped with heavy-gauge black plastic to mitigate effects of ultraviolet (UV) exposure during storage.
- Removal and transportation of the thermal oxidizer unit from the temporary storage yard on property owned by Pearson Oil Company at 501 Main Street (southwest corner of Main Street and Avenue D) in Lovington (Figure 2) to the long-term storage area at the Roswell NMDOT yard.
- A second baseline groundwater monitoring event was conducted in August 2023 to provide updated water quality data for the site. The results of the baseline event continue to support the selected remediation approach.

3. Scope of Work

The scope of work consists of implementing the FRP for corrective action at the site consisting of installation of a centralized SVE remediation system. The scope of work has been divided into seven tasks:

- Task 1: Project planning

- Task 2: Horizontal SVE well installation
- Tasks 3 and 4: Remediation system installation
- Task 5: As-built report
- Task 6: Contingency
- Task 7: Fencing

Details of these tasks are provided in the following subsections. Tasks 1 through 5 represent Phase 4 activities associated with remediation system installation. Major remediation equipment for the planned corrective action system includes an SVE system package, with an SVE blower and vapor-liquid separator enclosed in a modified shipping container and a thermal oxidizer for treatment of extracted vapors. These items have already been procured and placed into storage at the NMDOT District 2 Yard in Roswell. During the final site walk at the conclusion of system installation, DBS&A will work with the PSTB project manager and the general contractor to determine whether any additional items should be added to the fixed asset list, which will be provided with the as-built report.

3.1 Task 1: Project Planning

Project planning includes the completion of the following items:

- Develop a work plan based on the scope of work specified under the December 2023 sole-source procurement
- Obtain subcontractor agreements
- Support access negotiations with affected property owners on behalf of PSTB
- Develop a traffic control plan (TCP), obtain required permits from NMDOT, the City of Lovington, and any other pre-construction permits
- Site visits or other travel necessary to support these tasks

To ensure a focus on project objectives, an authorized representative of DBS&A will monitor compliance with the approved work plan. The construction contractor is solely responsible for construction means, methods, sequence and techniques, and jobsite safety. For the purposes of the scope of work detailed in this work plan, it is assumed that access to the proposed drilling and remediation system locations will be granted by the various property owners.

Subcontractor services will be negotiated and agreements will be obtained for drilling and well

installation, investigation-derived waste (IDW) disposal, major remediation equipment, remediation system installation, and laboratory analysis.

The path of the horizontal wells will cross underneath the intersection of Main Street and Avenue D (U.S. Highway 82 [US 82] and New Mexico State Highways 18 and 83 [NM 18 and NM 83]). This activity will require permits from the NMDOT. A utility permit will be submitted to NMDOT for the proposed horizontal wells and, if requested, a work permit will be submitted prior to the work being performed. A TCP will be developed for the proposed wells, which is expected to include primarily pedestrian activity as the drill bit is tracked at the surface. DBS&A will also coordinate with the City for permits and/or access across the highway intersection. Copies of the permits will be provided with the as-built report.

Due to the potential effect of well construction on vehicular access into and out of the McDonald's employee parking lot, DBS&A intends to conduct a site visit at least two weeks prior to commencement of field activities to discuss the schedule and plan with representatives from affected properties. The site-specific HASP will be updated as necessary to address health and safety issues associated with the proposed project activities.

DBS&A has already had lengthy discussions with property owners affected by proposed remediation activities and will continue to communicate with these owners who have already signed access agreements as the work progresses. However, as of the date of this work plan, access for the remediation equipment installation and drilling of the horizontal wells is still not resolved. DBS&A will coordinate with PSTB to help resolve these conflicts, and will convey potential requests for modifications to standard access documents directly to PSTB. DBS&A has budgeted for one trip to Lovington during the project planning period to speak with affected property owners and/or regulatory agencies, and will coordinate that trip with the PSTB project manager.

Once each task in this work plan is scheduled, the affected property owners and the NMED PSTB project manager will be notified a minimum of four days prior to commencement of field activities. After completion of field activities, DBS&A will ensure that locations where project activities occurred are restored as close as possible to their original condition.

Task 1 will be billed following submittal of a letter report documenting project planning activities.

3.2 Task 2: Horizontal SVE Well Installation

The custom-fabricated well casing has already been delivered to the PSTB storage facility in Roswell, and the estimated budget for this task is adjusted accordingly. Costs to transport the well materials to the site from the storage facility will be requested using contingency set-aside budget. Task 2 will be billed following submittal of a report documenting drilling and well installation.

3.2.1 SVE Well Installation

DBS&A will install two new horizontal SVE wells at the site, to be designated SVE-1 and SVE-2. Approximately 275 feet of well screen will be installed in each of the two wells at a depth of approximately 50 feet bgs to address the LNAPL plume. The proposed locations of the well screens are shown on Figure 4. As discussed in the FRP, the target screen sections for the new wells have been selected to accomplish mass removal along the full length of the comingled LNAPL plume. The horizontal well boring pit will be located on the vacant lot south of the Crosswinds Lovington Church parking lot. This area will also be the staging area for drilling equipment and well materials (Figure 4). The well exits will be located in the southwest corner of the McDonald's employee parking lot. HDPE well piping will be laid out and welded north of this location along the sidewalk before being pulled through the boreholes.

The horizontal wells will be constructed of 4-inch-diameter HDPE materials with 0.020-inch minimum machine-cut, horizontally-slotted screen, with a total of 0.25 percent open area. Following installation of the wells, surface completions will be installed at borehole entrance and exit points within a 2-foot by 2-foot flush-mounted, hinged, traffic-rated steel well vault, surrounded by a 6-inch-thick concrete pad. A sample port will be installed within each well vault to facilitate vapor and vacuum monitoring, and wye fittings will be used to provide a clean-out for each SVE well, if needed, as specified in the FRP.

Drilling and horizontal well installation will be performed by Ellingson-DTD of Port Orchard, Washington (DTD). DTD intends to mobilize a Ditch Witch JT40AT drill rig designed for anticipated difficult drilling conditions, including the caliche layer expected for the first 40 feet bgs. DTD also intends to use state-of-the-art walkover locating instrumentation designed for the maximum depth of 50 feet bgs. Well installation will require temporary closure of certain lanes of traffic within the NM 83 and US 82 intersection as the wells are tracked across the intersection. A shadow truck will be used to expedite multiple lane closures for each well. Signal control wiring in the intersection is expected to cause localized interference, but not

enough to require more expensive wireline navigation. If required, DTD can provide that service for additional cost.

Wells will be completed based on the specific well construction details that were provided in the FRP. No sampling will be performed from the horizontal well borings, as the drilling method makes sampling infeasible. Unexpected conditions may be encountered during horizontal well installation. For budgeting purposes, DBS&A assumes that horizontal drilling activities will be completed in 16 working days.

3.2.2 IDW Management

Drilling operations are expected to produce IDW, including drill cuttings and drilling fluids needed to complete each boring. DTD intends to mobilize a recycling system, which will allow removal of the drill cuttings and reuse of the drilling fluids. This will reduce the overall volume of IDW. For budgeting purposes, DBS&A assumes that 12 20-cubic yard roll-off containers will be required for the project for disposal of IDW. Following completion of drilling activities, any remaining IDW will be removed in the roll-off bins and transported to a licensed facility by a subcontractor for proper disposal.

3.3 Tasks 3 and 4: Remediation System Installation

EnviroWorks of Edgewood, New Mexico has been selected to serve as the general contractor at the site, and will coordinate earthwork services for conveyance line trenching and backfill, as well as installation of the remediation system in coordination with the primary equipment manufacturer, Intellishare. DBS&A will coordinate with EnviroWorks to have major remediation equipment and associated materials required for system installation, which are currently located at the PSTB storage facility in Roswell (see Section 2), transported to the site. This work will require access to contingency set-aside budget.

Lea County Electric Cooperative is the electric service provider in Lovington. A new three-phase electric service will be required for the remediation system, which will be supplied through aboveground power lines and utility poles located within the alley west of the remediation system (Figure 4). The contractor will install a new pole and meter base to facilitate the electric service tie-in, similar to other recent remediation system installations. Permitting and connection of the equipment to the electric service will be coordinated by the EnviroWorks electrician, McNiel Electric of Peralta, New Mexico.

New Mexico Gas Company (NM Gas) is the natural gas provider in Lovington. NM Gas will install the new connection and gas meter after the service line is installed to the remediation equipment by a licensed plumber subcontracted by EnviroWorks. This line will also be run to the alley west of the remediation system (Figure 4).

SVE system design and specifications were provided in the FRP. System installation will include (1) limited conveyance line installation in buried trenches, (2) installation of wellhead vaults, (3) installation of the thermal oxidizer, SVE system package and associated plumbing connections, and (4) utility connections. Pipes will be installed in open trenches from the wellhead vaults to the treatment compound, after which the trenches will be backfilled with flowable fill. Because the well vaults are in close proximity to the treatment compound, open trenching will be limited in extent, and will be secured with temporary fencing during installation activities. Equipment will be located in a fenced equipment compound on the west side of the vacant lot to the south of the Crosswinds Lovington church parking area. A DBS&A professional engineer or their representative will be on-site to provide oversight and verify that the system installation conforms to the design as approved by PSTB in the FRP.

Documentation of remediation system installation work been split into two monthly letter reports, which will document progress of system installation over a total of approximately six weeks. Documentation will also include weekly updates provided by e-mail to the PSTB project manager and engineer during remediation system installation. The e-mail will provide updates on progress achieved during the current week and work anticipated for the next week. Photographs will be attached to the e-mails to document progress. Tasks 3 and 4 will be billed following submittal and acceptance of the two monthly progress reports. After installation, trenching, and construction activities have been completed, disturbed areas will be restored using appropriate materials.

3.4 Task 5: As-Built Report

DBS&A assumes that startup activities will not be conducted under this remediation contract, and they are not included in the scope of work or cost estimate provided in this document. At the completion of remediation system installation, a final site inspection will be scheduled with the DBS&A engineer of record or their representative, the NMED PSTB project manager, and the NMED PSTB engineer. Record drawings, signed and sealed by the DBS&A engineer of record, will be prepared and submitted to the NMED PSTB project manager as part of an as-built report. A draft of the record drawings will be provided to the PSTB engineer prior to the final walkthrough for evaluation of the system during startup. The as-built report will conform to the

requirements of 20.5.119.1925.D NMAC. The report will be submitted to PSTB in both electronic and hard copy formats (two hardcopies for the PSTB project manager and engineer) and will include, but not be limited to, the following:

- Area/vicinity map
- Detailed site diagram with locations of underground utilities and other subsurface structures on or adjacent to the site's property boundaries, buildings, monitor wells, storage tanks and lines, sumps, impoundments, pit areas, water lines, and other relevant structures
- Summary of site conditions
- Any deviations from the drawings and specifications included in the FRP
- Tabulation of pertinent data including, but not limited to, flow rates, pressures, temperatures, contaminant concentrations, and groundwater elevations at startup
- Boring logs and well completion diagrams
- Inventory of purchased equipment
- Discussion of the data collection methods
- Laboratory results with chain-of-custody records and laboratory quality assurance/quality control (QA/QC)
- Photographic documentation of critical construction junctures
- Characterization of wastes, including handling and disposal
- Elevation survey results
- Detailed description of remediation system and as-built drawings
- Discussion of system startup and shakedown
- Identification and explanation of operational adjustments made for optimum system performance
- Discussion of the observed performance of the remedial system, including handling, treatment, or disposal of byproducts generated by the remedial system implementation
- Discussion of the remedial system's performance criteria
- Summary and recommendations
- Familiarity statement by the DBS&A qualified representative

3.5 Task 6: Contingency

Contingency funds are included to cover unforeseen circumstances encountered in implementation of the scope of work. Unforeseen circumstances may include additional drilling costs due to unexpected drilling conditions, unforeseen utility crossings during system installation, additional analytical costs associated with collection of out of scope samples, subcontractor standby, any modifications to the system design based on access or other considerations, or additional costs associated with mobilizing previously procured equipment and materials from the storage facility. In the event of the need for changes in the scope that necessitate use of the contingency, DBS&A will work with the NMED PSTB to identify a cost-effective alternative. The contingency will be accessed only with prior written approval of the NMED PSTB Project Manager.

3.6 Task 7: Fencing

Fencing will be required to secure remediation equipment from pedestrian and vehicular disturbance. An 8-foot-tall chain link fence will be procured for the project and installed with buried metal posts, together with a two-panel, swinging gate (12-foot total width). The gates will be secured with a hasp and coded, heavy duty lock to allow access by DBS&A, contractors, and PSTB staff. This task provides for procurement of fencing materials. For budgeting purposes, the total length of fence is anticipated to be 120 feet.

4. Cost Estimate

A cost estimate for completing the scope of work is presented in Table 1.

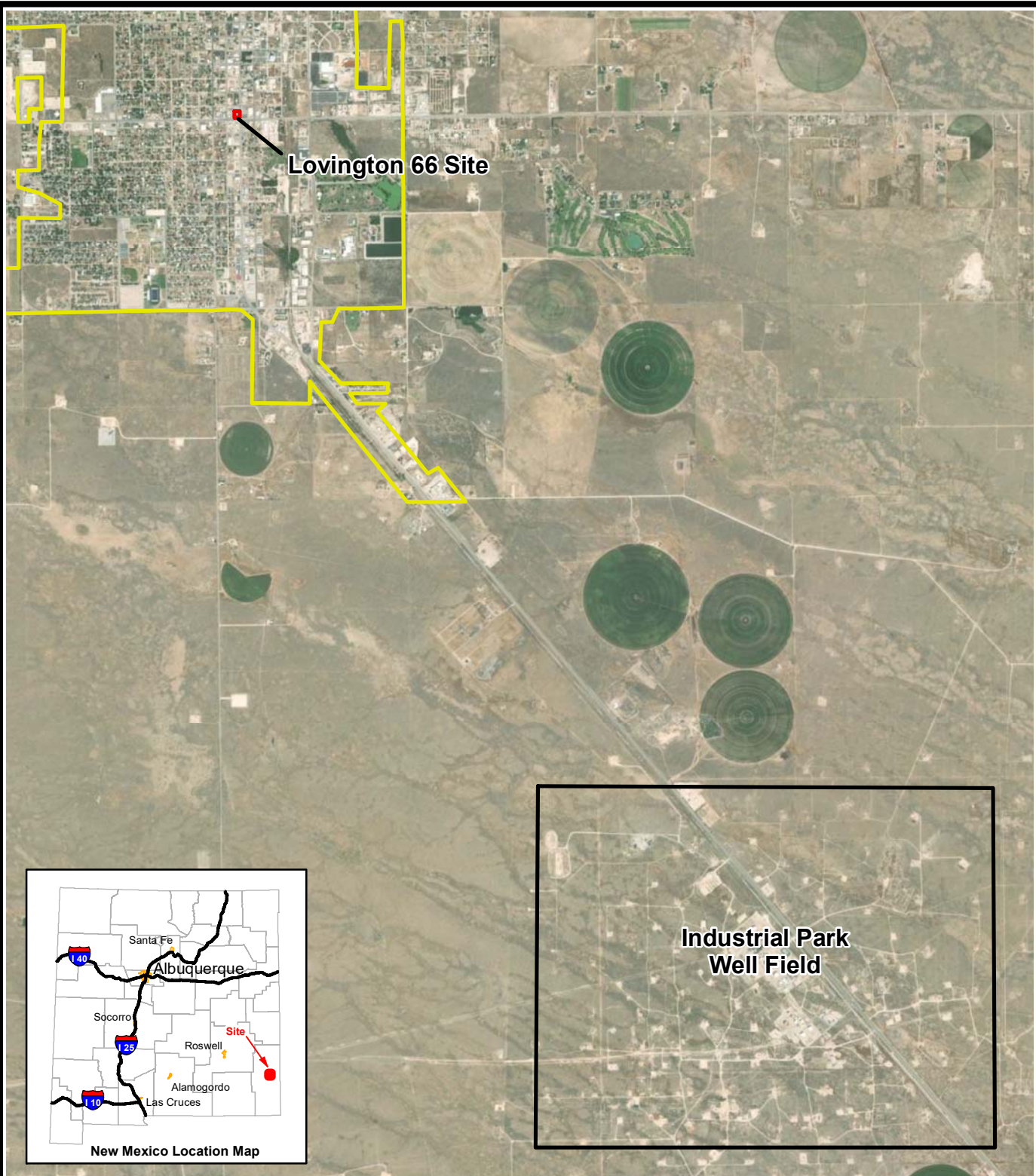
Task 1 will be billed following submittal of a letter report documenting project planning activities. Task 2 will be billed following submittal of a report documenting drilling and well installation. Remediation system installation (Tasks 3 and 4) has been split into two monthly letter reports, which will document progress of system installation over a total of six weeks. Estimated costs provided here are consistent with those specified in the December 2023 sole-source procurement.

Table 1. Anticipated Deliverables and Proposed Costs

Proposed Tasks and Deliverables	Amount Proposed (pre-tax)	7.625% NMGR	Task Total	Proposed Deliverable Date
Project Planning and Access Support				4/30/2024
SVE Well Installation and Report				6/30/2024
First Month System Installation				7/30/2024
Second Month System Installation				8/30/2024
As-Built Report				10/15/2024
Contingency				11/15/2024
Fencing				9/30/2024
Total				

Figures

S:\PROJECTS\B19.1395_LOVINGTON_66\GIS\MXD\AREA_MAP_2023.MXD



Source: ESRI, et al.



0 2000 4000
Feet

Explanation

 Lovington city limits



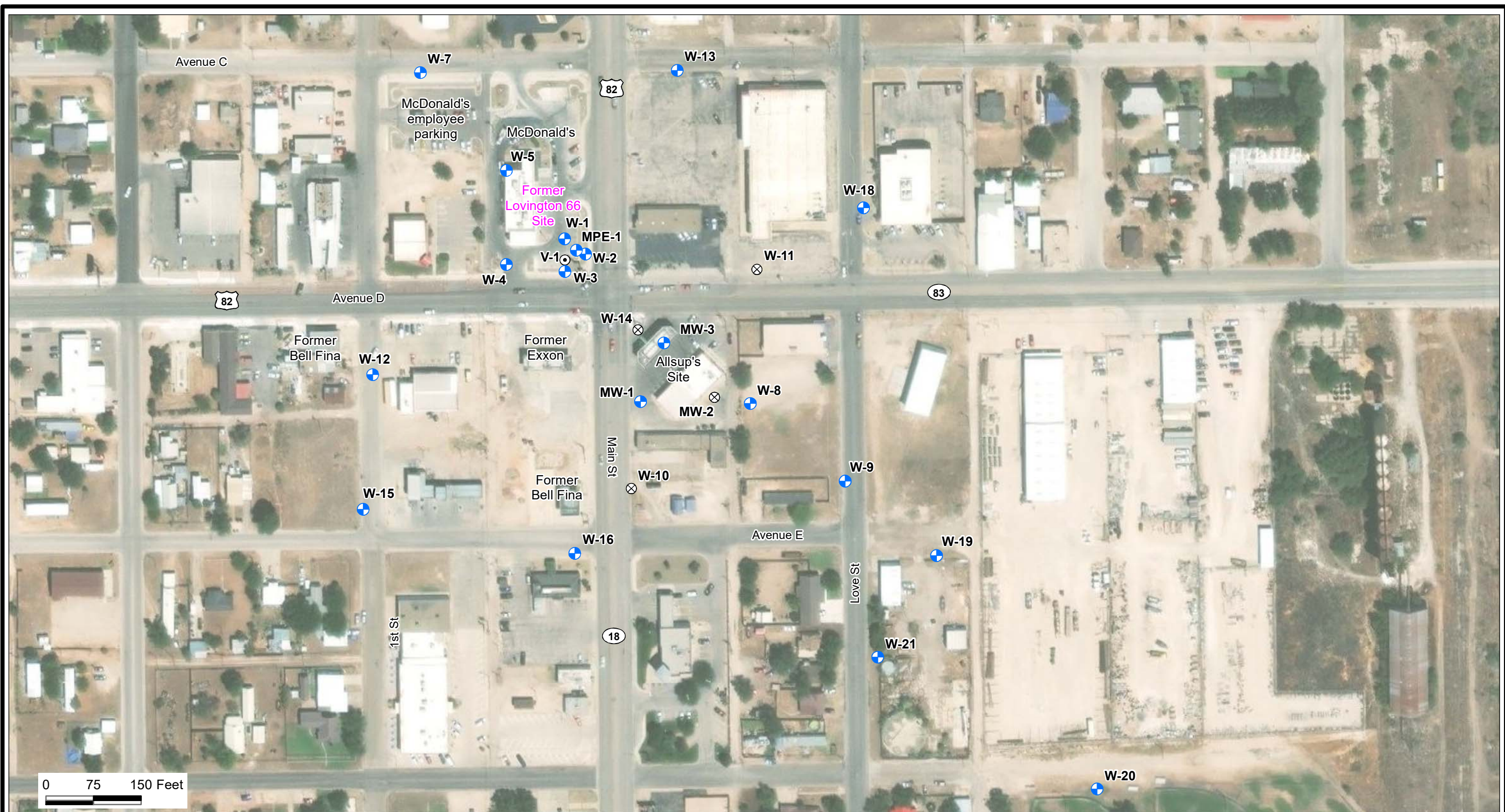
10/6/2023

a Geo-Logic Company
JN DB19.1395

LOVINGTON 66
424 SOUTH MAIN STREET
LOVINGTON, NEW MEXICO
Area Map

Figure 1

S:\PROJECTS\DB19.1395_LOVINGTON_66\GIS\MXDS\SITE_MAP.MXD



Aerial image: Maxar, Vivid 7/16/2020

Explanation

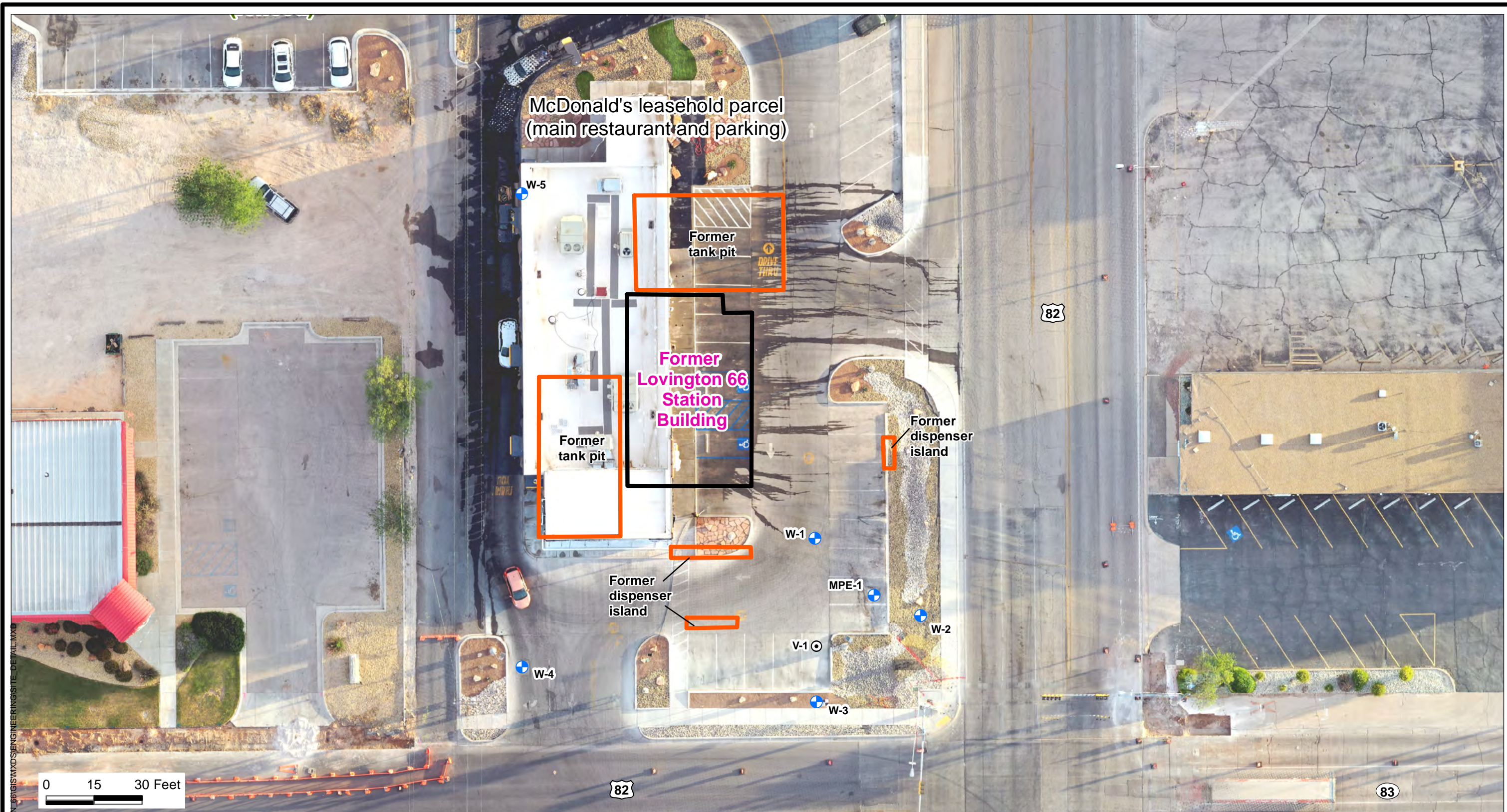
- Monitor well
- ⊗ Monitor well - destroyed or inaccessible
- ⊙ Monitor well - plugged and abandoned



10/11/2023 JN DB19.1395

LOVINGTON 66
424 SOUTH MAIN STREET
LOVINGTON, NEW MEXICO
Site Map

Figure 2



Source: AEA: 5/12/2020

Explanation

- Monitor well
- ⊗ Monitor well - destroyed or inaccessible
- ⊙ Monitor well - plugged and abandoned

Figure 3

S:\PROJECTS\B19.1395_LOVINGTON_66\GIS\MXDS\ENGINEERING\TECHNICAL_APPROACH2.MXD



Source: AEA: 5/12/2020
Google Earth Pro: 11/2/2020



Explanation

- Monitor well
- Monitor well - destroyed or inaccessible
- Monitor well - plugged and abandoned
- 30-foot SVE radius of influence
- Proposed horizontal well (dashes indicate screen section)
- Approximate LNAPL thickness (feet)



Daniel B. Stephens & Associates, Inc.
8/21/2020 JN DB19.1395

LOVINGTON 66
424 SOUTH MAIN STREET
LOVINGTON, NEW MEXICO
Technical Approach

Figure 4



January 26, 2024

Jason J. Raucci
Daniel B. Stephens & Associates, Inc.
jraucci@geo-logic.com

Re: Phase 4 Fixed-Price Workplan Approval for Lovington 66, 424 South Main, Lovington, New Mexico

Facility #: 1489

Release ID #: 1182

WPID #: 4368

Dear Jason J. Raucci,

The New Mexico Environment Department (Department) approves the fixed-price workplan dated January 12, 2024. This workplan is for Phase 4 activities consisting of implementation of the final remediation plan for horizontal SVE well installation and remediation system installation and associated reports. Work shall be performed in accordance with contract number 24-667-8250-42029 and the workplan provided.

The total budget approved for this workplan shall not exceed \$902,996.22, which includes New Mexico Gross Receipts Tax. Please refer to the following table for a breakdown of the expected deliverables and dates of completion. The dates listed in the table are the current deadlines in the applicable portion of the corrective action timeline for the subject site. These deliverables document completion of individual performance criteria.

<u>Deliverable Name</u>	<u>\$ Approved</u>	<u>Estimated Date of Deliverable</u>	<u>Deliverable ID</u>
Project Planning including Permitting, Access Support and Letter Report	\$10,762.50	04/30/2024	4368-1
Horizontal SVE Well Installation and Report	\$383,023.89	06/30/2024	4368-2
Remediation System Installation 1 st Month and Letter Report	\$193,957.04	07/30/2024	4368-3
Remediation System Installation 2 nd Month and Letter Report	\$193,957.04	08/30/2024	4368-4
As-Built Report	\$13,377.79	10/15/2024	4368-5
*Contingency Set Aside	\$91,774.22	11/15/2024	4368-6

**NOTE: Daniel B. Stephens & Associates, Inc. shall notify the Department in writing or by electronic mail and receive Department approval prior to expenditure of any contingency set-aside funds. The approved budgets for these deliverables are not-to-exceed amounts for the period covered by the subject workplan.*

Purchase of the following **major remediation equipment** is approved:

<u>Item Description</u>	<u>\$ Approved</u>	<u>Estimated Date of Deliverable</u>	<u>Deliverable ID</u>
Procurement of Equipment and Fixed Assets – 8 Foot Tall, Gated Chain Link Security Fencing and Letter Report	\$16,143.75	09/30/2024	4368-7

You may begin work immediately. Approval of this workplan is contingent upon all work being performed on this site in accordance with all local, state, and federal regulations, including 29 CFR 1910 governing occupational health and safety. The Department expects Daniel B. Stephens & Associates, Inc. to complete the work as outlined within the approved budget. All change orders must be approved in writing prior to the work being performed.

Please submit electronic copies of all deliverables to PSTB.Inbox@env.nm.gov with a copy to the project manager identified below. Also, please mail hard copies of deliverables to the attention of the project manager. Electronic copies of claims and invoices or other submittals to the Petroleum Storage Tank Bureau should also be sent to PSTB.Inbox@env.nm.gov with a copy to the appropriate staff contact if known.

To facilitate payment, if a deliverable represents a reduced scope of work that requires a reduction in the amount to be claimed, the notification of the modified costs must be submitted to the Department with the deliverable.

If you have any questions, please contact the project manager, D. Renee Romero at (505) 372-8332 or d.renee.romero@env.nm.gov.

Sincerely,

Lorena
Goerger

Digitally signed by Lorena
Goerger
Date: 2024.01.26 12:56:39
-07'00'

Lorena Goerger
Bureau Chief
Petroleum Storage Tank Bureau

LG:DRR:kr

cc: Thomas Golden, Daniel B. Stephens & Associates, Inc. (via email)
billing@geo-logic.com, Daniel B. Stephens & Associates, Inc. (via email)
Jim Gibb, Manager, Remedial Action Program (via email)
D. Renee Romero, Project Manager (via email)
Katherine MacNeil, P.E., Environmental Engineer (via email)

cc w/encl: PSTB Master File Santa Fe

CONSENT FOR ACCESS TO PROPERTY

Name of Property Owner: City of Lovington

Location of Property: Alley between Main Street and 1st Street, between Avenue B and C; AND
Avenue C between the Alley and 1st Street,
Lovington, New Mexico 88260

This is my consent to the New Mexico Environment Department (Department) and its authorized officers, employees, contractors, and representatives for access to the above-described Property which is located within City of Lovington "Right of Way", from May 29, 2024 until June 28, 2024 for corrective action consistent with the requirements of 20.5.119 NMAC and approved by the Department. Closure of Avenue C will only be necessary for two, 4- to 6-hour periods during this time period. Activities include and are limited to the following:

- In the Alley, lay-out and assembly of 250-foot-long well casing sections for the horizontal soil vapor extraction wells being installed underneath the intersection of Main Street and Avenue D.
- During installation of the horizontal wells, well casing assemblies will be transported across Avenue C. This activity will require a 4 to 6-hour closure of Avenue C on two separate days during the time period cited above.
- Closure of Avenue C will be conducted under a traffic control plan provided to the City.
- All work will be conducted in an efficient, courteous manner and with minimal disruption and inconvenience to the patrons, employees, agents, and representative of the Owner.

The Department and its authorized officers, employees, contractors, and representatives will provide the Property Owner written or oral notice prior to each entrance onto the Property. This notice shall be given to:

Property Owner: City of Lovington
c/o Crystal Ball
Planning and Zoning Department
Telephone: (575) 396-2884
Email: cball@lovington.org.

It may be possible for the Property Owner to observe activities on the Property; however, all operations shall be conducted in accordance with the Occupational Health and Safety Regulations (see 29 CFR § 1910.120) and should any potential fire, explosion, health, safety or other hazards of the hazardous waste operation be identified, the Property Owner will not be allowed to observe.

Activities on the Property will be conducted to minimize interference with the movement of vehicles and regular activities surrounding the Property. Following completion of the project, the Department and its authorized officers, employees, contractors, and representatives will remove equipment, all materials, trash, and other associated items. The Department and its authorized officers, employees, contractors, and representatives will otherwise return the property to the pre-entrance condition.

This permission is given by me voluntarily with knowledge of my right to refuse and without coercion. I have had an opportunity to ask questions and all my questions have been answered to my satisfaction.

Signature-Property Owner

Date

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

**RESOLUTION NO. 2024-039
AUTHORIZING THE CONSENT FOR ACCESS TO CITY RIGHTOF WAY**

WHEREAS, the New Mexico Environment Department (Department) and its authorized officers, employees, contractors, and representatives for access to the above-described Property which is located within City of Lovington “Right of Way”, from May 29, 2024 until June 28, 2024 for corrective action consistent with the requirements of 20.5.119 NMAC and approved by the Department.; and

WHEREAS, Location of Property: Alley between Main Street and 1st Street, between Avenue B and Avenue C between the Alley and 1st Street, Lovington, New Mexico 88260; and

WHEREAS, Closure of Avenue C will only be necessary for two, 4- to 6-hour periods during this time period.; and

WHEREAS, Activities include and are limited to the following:

- In the Alley, lay-out and assembly of 250-foot-long well casing sections for the horizontal soil vapor extraction wells being installed underneath the intersection of Main Street and Avenue D.
- During installation of the horizontal wells, well casing assemblies will be transported across Avenue C. This activity will require a 4 to 6-hour closure of Avenue C on two separate days during the time period cited above.
- Closure of Avenue C will be conducted under a traffic control plan provided to the city.

All work will be conducted in an efficient, courteous manner and with minimal disruption and inconvenience to the patrons, employees, agents, and representative of the Owner; and

WHEREAS, The Department and its authorized officers, employees, contractors, and representatives will provide the Property Owner written or oral notice prior to each entrance onto the Property. This notice shall be given to: City of Lovington, C/o Crystal R Ball, Planning and Zoning Department.

NOW, THEREFORE, BE IT RESOLVED the City Commission approves the consent for access as described here in and in attached consent form.

PASSED, APPROVED, AND ADOPTED by the governing body at this meeting the 13th day of May 2024.

City of Lovington New Mexico

Howard Roberts, Mayor

ATTEST:

Shannon Lester, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 5/13/2024



Item Type: Resolution

SUBJECT: Resolution 2024-041-Approval of 24-25 IPA Recommendation for Office of the State Auditor
DEPARTMENT: City Managers Office
SUBMITTED BY: Annette Cooper
DATE SUBMITTED: 5/7/2024

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

RFP opening for audit services was held Monday, May 6 at 10:00, at which time one proposal was received: Pattillo, Brown & Hill of Albuquerque. Staff recommends accepting the proposal from Pattillo, Brown & Hill.

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:

Description
Res 2024-041 Auditor FY2025

Type
Cover Memo

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

RESOLUTION 2024-041

A RESOLUTION APPROVING FINANCIAL AUDIT SERVICES FY2024

WHEREAS, the City is required to have an annual audit conducted by a third party each year;
and

WHEREAS, The City advertised an RFP for audit services in April; and

WHEREAS, one proposal was received from Pattillo, Brown and Hill to perform the audit for
\$49,450; and

WHEREAS, staff recommends accepting the proposal from said audit company,

NOW THEREFORE, BE IT RESOLVED by the Lovington City Commission that the City audit will be
performed by Pattillo, Brown and Hill.

DONE THIS 13TH DAY OF MAY, 2024.

Howard D. Roberts, Mayor

ATTEST:

Shannon Lester, City Clerk



Lovington, NM

Expense Approval Report

By Vendor Name

Payment Dates 4/22/2024 - 5/10/2024

Vendor Name	Description (Item)	Amount
Vendor: 10057 - Admn. Office of the Courts		
Admn. Office of the Courts	Judicial - April 2024 JEC Fees	45.00
Admn. Office of the Courts	Judicial - April 2024 Auto Fees	91.00
Vendor 10057 - Admn. Office of the Courts Total:		136.00
Vendor: 10130 - American Library Sales		
American Library Sales	Library Inv#2833 4/25/2024 1...	34.99
American Library Sales	Library Inv#2834 4/25/2024 2...	81.87
Vendor 10130 - American Library Sales Total:		116.86
Vendor: 14746 - AMY'S ABSOLUTE BEST		
AMY'S ABSOLUTE BEST	APS- cleaning services April	1,000.00
Vendor 14746 - AMY'S ABSOLUTE BEST Total:		1,000.00
Vendor: 10157 - Animal Care Equip. & Serv.		
Animal Care Equip. & Serv.	APS- catch poles county G	731.39
Vendor 10157 - Animal Care Equip. & Serv. Total:		731.39
Vendor: 13079 - AXON ENTERPRISE, INC		
AXON ENTERPRISE, INC	Police INUS246127 A la Carte	168.81
AXON ENTERPRISE, INC	Police INUS246127 sales tax	209.72
AXON ENTERPRISE, INC	Police INUS246127-2021 Taser..	17,955.06
Vendor 13079 - AXON ENTERPRISE, INC Total:		18,333.59
Vendor: 13936 - Battle Energy Services		
Battle Energy Services	Water- H2S monitors	1,120.00
Battle Energy Services	WW H2S MONITERS	980.00
Vendor 13936 - Battle Energy Services Total:		2,100.00
Vendor: 10264 - Ben E Keith Amarillo		
Ben E Keith Amarillo	SC-food for meals/supplies-FF	16.83
Ben E Keith Amarillo	SC-food for meals/supplies-FF	8.42
Ben E Keith Amarillo	SC-food for meals/supplies-FF	8.42
Ben E Keith Amarillo	SC-food for meals/supplies-FF	274.83
Ben E Keith Amarillo	SC-food for meals/supplies-FF	274.83
Ben E Keith Amarillo	SC-food for meals/supplies-FF	549.65
Ben E Keith Amarillo	SC-food for meals/supplies-FF	85.25
Ben E Keith Amarillo	SC-food for meals/supplies-FF	85.25
Ben E Keith Amarillo	SC-food for meals/supplies-FF	170.49
Vendor 10264 - Ben E Keith Amarillo Total:		1,473.97
Vendor: 10268 - BenMark Supply Company Inc.		
BenMark Supply Company Inc.	Parks- Parts for sprinklers	911.43
BenMark Supply Company Inc.	water-clamp	354.34
Vendor 10268 - BenMark Supply Company Inc. Total:		1,265.77
Vendor: 14375 - BJ Pipe & Supply, LLC		
BJ Pipe & Supply, LLC	ww parts	70.45
Vendor 14375 - BJ Pipe & Supply, LLC Total:		70.45
Vendor: 10293 - Blaine Industrial Supply		
Blaine Industrial Supply	paper towels for city hall	99.27
Blaine Industrial Supply	Police janitorial supplies	380.57
Blaine Industrial Supply	cleaning supplies for youth ce...	75.96
Vendor 10293 - Blaine Industrial Supply Total:		555.80
Vendor: 10309 - Bob's Thriftway		
Bob's Thriftway	APS-LAUNDRY SOAP, TRASH B...	384.73
Bob's Thriftway	SC-food for meals-FF	59.87
Bob's Thriftway	SC-food for meals-FF	119.74
Bob's Thriftway	SC-food for meals-FF	59.87

Expense Approval Report

Payment Dates: 4/22/2024 - 5/10/2024

Vendor Name	Description (Item)	Amount
Bob's Thriftway	SC-food for meals-FF	42.81
Bob's Thriftway	SC-food for meals-FF	85.61
Bob's Thriftway	SC-food for meals-FF	42.81
Bob's Thriftway	SC-food for meals-FF	7.23
Bob's Thriftway	SC-food for meals-FF	14.46
Bob's Thriftway	SC-food for meals-FF	7.23
Bob's Thriftway	ww water	73.65
Bob's Thriftway	SC-food for meals-FF	37.18
Bob's Thriftway	SC-food for meals-FF	37.18
Bob's Thriftway	SC-food for meals-FF	74.35
Bob's Thriftway	SC-food for meals-FF	7.60
Bob's Thriftway	SC-food for meals-FF	7.60
Bob's Thriftway	SC-food for meals-FF	15.20
Bob's Thriftway	SC-food for meals-FF	95.93
Bob's Thriftway	SC-food for meals-FF	47.96
Bob's Thriftway	SC-food for meals-FF	47.96
Vendor 10309 - Bob's Thriftway Total:		1,268.97
Vendor: 10326 - Bound Tree Medical, LLC		
Bound Tree Medical, LLC	EMS-replacement PO for a par...	104.99
Bound Tree Medical, LLC	EMS-replacement PO for a par...	56.13
Bound Tree Medical, LLC	EMS-NRB,electrodes, BVM,ora...	697.54
Vendor 10326 - Bound Tree Medical, LLC Total:		858.66
Vendor: 14380 - C AND C SUPPLY HOUSE LLC		
C AND C SUPPLY HOUSE LLC	ww belts for blowers	564.62
Vendor 14380 - C AND C SUPPLY HOUSE LLC Total:		564.62
Vendor: 10378 - C E S		
C E S	Grant-23-H3052	19,682.30
Vendor 10378 - C E S Total:		19,682.30
Vendor: 10403 - Cardinal Laboratories		
Cardinal Laboratories	ww lab analysis	129.00
Cardinal Laboratories	ww lab analysis	974.00
Cardinal Laboratories	ww lab analysis	660.00
Cardinal Laboratories	ww lab analysis	35.00
Cardinal Laboratories	ww lab analysis	660.00
Cardinal Laboratories	ww lab analysis	229.00
Cardinal Laboratories	ww lab analysis	229.00
Cardinal Laboratories	ww lab analysis	660.00
Cardinal Laboratories	ww lab analysis	229.00
Cardinal Laboratories	ww lab analysis	1,024.00
Vendor 10403 - Cardinal Laboratories Total:		4,829.00
Vendor: 10436 - Center Point Large Print		
Center Point Large Print	Library April2024 2 Western b...	44.94
Vendor 10436 - Center Point Large Print Total:		44.94
Vendor: 14897 - CENTURY SIGN BUILDERS		
CENTURY SIGN BUILDERS	Magistrate Court Signage	2,880.93
Vendor 14897 - CENTURY SIGN BUILDERS Total:		2,880.93
Vendor: 10506 - CNM Electric LLC		
CNM Electric LLC	FIRE-electrical work at station...	143.60
Vendor 10506 - CNM Electric LLC Total:		143.60
Vendor: 10549 - Constructors, Inc		
Constructors, Inc	Street,cold mix in bulk	1,397.04
Vendor 10549 - Constructors, Inc Total:		1,397.04
Vendor: 15064 - Darrell Keith Elder		
Darrell Keith Elder	Police Garcia Firearms Instruc...	875.00
Vendor 15064 - Darrell Keith Elder Total:		875.00

Expense Approval Report

Payment Dates: 4/22/2024 - 5/10/2024

Vendor Name	Description (Item)	Amount
Vendor: 14748 - DASH ELECTRIC LLC		
DASH ELECTRIC LLC	ww electrical work plant and lif...	471.09
Vendor 14748 - DASH ELECTRIC LLC Total:		471.09
Vendor: 14707 - DBA; PIONEER ATHELTICS DBA: REVERSE PRODUCTS		
DBA; PIONEER ATHELTICS DB...	Parks- weed spray and fertilize..	3,630.00
Vendor 14707 - DBA; PIONEER ATHELTICS DBA: REVERSE PRODUCTS Total:		3,630.00
Vendor: 13808 - Dealers First Financial LLC		
Dealers First Financial LLC	FIN-MONTHLY BASE RENTAL	116.24
Dealers First Financial LLC	Police April Ricoh Base Rental ...	124.84
Dealers First Financial LLC	printer C6010	86.44
Dealers First Financial LLC	printer C6010	172.88
Dealers First Financial LLC	printer C6010	86.44
Vendor 13808 - Dealers First Financial LLC Total:		586.84
Vendor: 14625 - EVERSOLVE TECHNOLOGIES		
EVERSOLVE TECHNOLOGIES	Eversolve Open PO for March ...	960.00
Vendor 14625 - EVERSOLVE TECHNOLOGIES Total:		960.00
Vendor: 14475 - Fierro & Fierro, P.A.		
Fierro & Fierro, P.A.	FIN- BILL#6-FY24 CONTRACT #3	1,489.70
Vendor 14475 - Fierro & Fierro, P.A. Total:		1,489.70
Vendor: 10904 - Forrest Tire Co.		
Forrest Tire Co.	Police 4/1-4/30 Tire Services	21.40
Forrest Tire Co.	Street,flat on red dump truck	42.80
Forrest Tire Co.	Street,tire for red dump truck	425.01
Vendor 10904 - Forrest Tire Co. Total:		489.21
Vendor: 10934 - Gale/Cengage Learning		
Gale/Cengage Learning	Library April2024 2 Mys. bks ...	51.73
Gale/Cengage Learning	Library April2024 5 ChrFic bks...	129.70
Vendor 10934 - Gale/Cengage Learning Total:		181.43
Vendor: 10954 - Gary's Lock and Key		
Gary's Lock and Key	Rekey & Door lock repairs	1,112.80
Vendor 10954 - Gary's Lock and Key Total:		1,112.80
Vendor: 10960 - Gebo Credit Corporation		
Gebo Credit Corporation	APS-CAN DOG FOOD	301.41
Gebo Credit Corporation	APS-WATER HOSE, BOOTS, ECT	293.34
Gebo Credit Corporation	past dues	368.67
Vendor 10960 - Gebo Credit Corporation Total:		963.42
Vendor: 10971 - General Welding Supply		
General Welding Supply	Ambulance-Oxygen	150.00
General Welding Supply	Ambulance- Medical grade ox...	150.00
Vendor 10971 - General Welding Supply Total:		300.00
Vendor: 11010 - Grainger Parts		
Grainger Parts	ww belt tension tool	84.22
Vendor 11010 - Grainger Parts Total:		84.22
Vendor: 11022 - Great Plains Veterinary Clinic		
Great Plains Veterinary Clinic	APS- Scoop check up	47.51
Vendor 11022 - Great Plains Veterinary Clinic Total:		47.51
Vendor: 11046 - GWC Construction, Inc.		
GWC Construction, Inc.	Fire- Mold Removal station 1	5,992.00
Vendor 11046 - GWC Construction, Inc. Total:		5,992.00
Vendor: 14588 - H2O To Go		
H2O To Go	water for city hall	35.70
H2O To Go	Police Inv 29024 (8) 5 gal water	47.60
H2O To Go	water for city hall	23.80
Vendor 14588 - H2O To Go Total:		107.10
Vendor: 11096 - Higginbotham-Bartlett Co.		
Higginbotham-Bartlett Co.	WW SUPPLIES FOR LIFT STATI...	13.29

Expense Approval Report

Payment Dates: 4/22/2024 - 5/10/2024

Vendor Name	Description (Item)	Amount
Higginbotham-Bartlett Co.	Supplies	192.15
Higginbotham-Bartlett Co.	Fire- Supplies for Vertical venti..	296.31
Higginbotham-Bartlett Co.	Fire- Supplies for Vertical venti..	65.57
Higginbotham-Bartlett Co.	WW SUPPLIES FOR LIFT STATI...	69.90
Higginbotham-Bartlett Co.	Water- parts for wells	168.07
Higginbotham-Bartlett Co.	Fire- Supplies for Vertical venti..	481.73
Higginbotham-Bartlett Co.	Fire- Supplies for Vertical venti..	22.78
Higginbotham-Bartlett Co.	Water- caps for wells	11.35
Higginbotham-Bartlett Co.	Fire- Supplies for Vertical venti..	87.05
Higginbotham-Bartlett Co.	Fire- Supplies for Vertical venti..	28.54
Higginbotham-Bartlett Co.	Fire- Supplies for Vertical venti..	7.98
Higginbotham-Bartlett Co.	Fire- Supplies for Vertical venti..	7.79
Higginbotham-Bartlett Co.	WW- SUPPLY HOSE	31.80
Higginbotham-Bartlett Co.	WW SUPPLIES FOR LIFT STATI...	52.58
Higginbotham-Bartlett Co.	Parks- parts for broken sprinkl...	93.35
Higginbotham-Bartlett Co.	WW SUPPLIES FOR LIFT STATI...	74.42
Higginbotham-Bartlett Co.	WW SUPPLIES FOR LIFT STATI...	15.73
Higginbotham-Bartlett Co.	WW SUPPLIES FOR LIFT STATI...	8.67
Higginbotham-Bartlett Co.	Water- pvc parts	15.34
Higginbotham-Bartlett Co.	Water- sawzall blades	66.75
Higginbotham-Bartlett Co.	FIRE-OilDri absorbent for the t...	32.98
Higginbotham-Bartlett Co.	hose supplies	38.88
Higginbotham-Bartlett Co.	drill bits and hose adapter	18.97
Higginbotham-Bartlett Co.	water supplies for senior cent...	38.95
Higginbotham-Bartlett Co.	WW SUPPLIES FOR LIFT STATI...	46.27
Higginbotham-Bartlett Co.	Water- drill	155.99
Higginbotham-Bartlett Co.	Water- drill, bits, hammers an...	385.54
Higginbotham-Bartlett Co.	WW SUPPLIES FOR LIFT STATI...	81.45
Higginbotham-Bartlett Co.	water supplies for senior cent...	79.55
Higginbotham-Bartlett Co.	water supplies for senior cent...	21.99
Higginbotham-Bartlett Co.	WW SUPPLIES FOR LIFT STATI...	87.42
Higginbotham-Bartlett Co.	ww toilet	197.41
Higginbotham-Bartlett Co.	Parks- Mark it blue for sprayin...	525.80
Higginbotham-Bartlett Co.	WW SUPPLIES FOR LIFT STATI...	42.85
Higginbotham-Bartlett Co.	SC-repair plumbing and add f...	12.11
Higginbotham-Bartlett Co.	SC-repair plumbing and add f...	12.11
Higginbotham-Bartlett Co.	SC-repair plumbing and add f...	12.10
Higginbotham-Bartlett Co.	SC-repair plumbing and add f...	12.11
Higginbotham-Bartlett Co.	WW SUPPLIES FOR LIFT STATI...	40.83
Higginbotham-Bartlett Co.	Water- 2x1 reducer	7.29
Higginbotham-Bartlett Co.	ww supplies	685.97
Higginbotham-Bartlett Co.	ww supplies	29.12
Higginbotham-Bartlett Co.	FIRE: Repair supplies for old st...	108.29
Higginbotham-Bartlett Co.	Parks- rods to make stakes	31.94
Higginbotham-Bartlett Co.	valve repair and faucet	99.57
Higginbotham-Bartlett Co.	ww supplies	23.48
Higginbotham-Bartlett Co.	valve repair and faucet	9.79
Higginbotham-Bartlett Co.	Water- solder kit	108.56
Higginbotham-Bartlett Co.	ww supplies	52.99
Higginbotham-Bartlett Co.	SC-wall repair-FF	9.96
Higginbotham-Bartlett Co.	SC-wall repair-FF	9.96
Higginbotham-Bartlett Co.	SC-wall repair-FF	9.96
Higginbotham-Bartlett Co.	SC-wall repair-FF	9.96
Higginbotham-Bartlett Co.	parks- parts for splashpad	33.96
Higginbotham-Bartlett Co.	ww supplies	70.25
Higginbotham-Bartlett Co.	ww supplies	5.94
Higginbotham-Bartlett Co.	ww supplies	2.97
Higginbotham-Bartlett Co.	ww supplies	18.27
Higginbotham-Bartlett Co.	ww supplies	17.29

Expense Approval Report

Payment Dates: 4/22/2024 - 5/10/2024

Vendor Name	Description (Item)	Amount
Higginbotham-Bartlett Co.	Water- chipping hammer, chis...	56.70
Vendor 11096 - Higginbotham-Bartlett Co. Total:		5,056.68
Vendor: 11100 - High Plains Refrigeration, Inc		
High Plains Refrigeration, Inc	Fire-Ice Machine Rental	200.00
Vendor 11100 - High Plains Refrigeration, Inc Total:		200.00
Vendor: 14962 - Hobbs Truck and Trailer LLC		
Hobbs Truck and Trailer LLC	EMS-EMS4 diagnostics	238.70
Vendor 14962 - Hobbs Truck and Trailer LLC Total:		238.70
Vendor: 15054 - INTERNATIONAL BOARD OF CREDENTIALING AND CONTINUING EDUCATION STANDARDS, LLC		
INTERNATIONAL BOARD OF C...	Police Inv301428 Certified Aut...	2,500.00
INTERNATIONAL BOARD OF C...	Police Inv301428 LE Autism Tr...	1,200.00
Vendor 15054 - INTERNATIONAL BOARD OF CREDENTIALING AND CONTINUING EDUCATION STANDARDS, LLC Total:		3,700.00
Vendor: 14957 - IT Works, LLC		
IT Works, LLC	IT Works - set up new comput...	351.66
IT Works, LLC	Police Inv 15240 Dowload .Net..	146.52
Vendor 14957 - IT Works, LLC Total:		498.18
Vendor: 14951 - J & S Supply LLC		
J & S Supply LLC	EMS-radio installation for EM...	575.00
Vendor 14951 - J & S Supply LLC Total:		575.00
Vendor: 11242 - James, Cooke & Hobson, Inc		
James, Cooke & Hobson, Inc	ww pump repair	2,500.00
James, Cooke & Hobson, Inc	WW PUMP REBUILD POLK LIFT..	5,527.08
James, Cooke & Hobson, Inc	ww service call to ww plant	813.20
Vendor 11242 - James, Cooke & Hobson, Inc Total:		8,840.28
Vendor: 11471 - Lea County Board of Commission		
Lea County Board of Commiss...	Police Inv 1/1/24 - 3/31/24 Da...	400.50
Lea County Board of Commiss...	Fire Dept Half-Software License	400.50
Vendor 11471 - Lea County Board of Commission Total:		801.00
Vendor: 11492 - Lea County Veterinary Service		
Lea County Veterinary Service	APS - surgeies april 16	762.38
Vendor 11492 - Lea County Veterinary Service Total:		762.38
Vendor: 11498 - LEACO		
LEACO	Police May Misc Circuit Ether...	771.00
Vendor 11498 - LEACO Total:		771.00
Vendor: 11518 - Life-Assist, Inc.		
Life-Assist, Inc.	EMS-IV start kits and syringes	632.00
Life-Assist, Inc.	EMS-fiscal year end supplies	1,441.99
Life-Assist, Inc.	EMS-Fiscal year end supply or...	1,496.00
Life-Assist, Inc.	EMS-closed circuit CPAP masks	252.18
Vendor 11518 - Life-Assist, Inc. Total:		3,822.17
Vendor: 11529 - LOCKIN STITCH EMBROIDERY		
LOCKIN STITCH EMBROIDERY	FIRE: Uniform embroidery for ...	28.89
Vendor 11529 - LOCKIN STITCH EMBROIDERY Total:		28.89
Vendor: 11544 - Lovington Auto Supply		
Lovington Auto Supply	EMS: Ambulance Coolant	55.14
Lovington Auto Supply	parts for wastewater	113.94
Lovington Auto Supply	EMS: Engine Air Filters for Am...	248.00
Lovington Auto Supply	ww-grinder	449.99
Lovington Auto Supply	parts for wastewater	39.99
Lovington Auto Supply	Street,J B weld for reservoir s...	23.78
Lovington Auto Supply	Street,J B weld for reservoir s...	5.84
Lovington Auto Supply	parts for wastewater	104.80
Lovington Auto Supply	parts for wastewater	32.38
Lovington Auto Supply	fire pump trailer parts, wire fo...	147.17
Lovington Auto Supply	fire pump trailer parts, wire fo...	9.02
Lovington Auto Supply	tools	249.26

Expense Approval Report

Payment Dates: 4/22/2024 - 5/10/2024

Vendor Name	Description (Item)	Amount
Lovington Auto Supply	battery cables, invertor	117.45
Lovington Auto Supply	Fire- Parts for Rescue	55.12
Vendor 11544 - Lovington Auto Supply Total:		1,651.88
Vendor: 11564 - Lovington Tire Service, Inc.		
Lovington Tire Service, Inc.	ww tires Jesus truck	584.00
Lovington Tire Service, Inc.	ww tire repair	160.00
Lovington Tire Service, Inc.	Ambulance - Oil Change - EMS...	159.00
Vendor 11564 - Lovington Tire Service, Inc. Total:		903.00
Vendor: 14992 - M & W WATER WELL SERVICE		
M & W WATER WELL SERVICE	water well 8	12,595.67
Vendor 14992 - M & W WATER WELL SERVICE Total:		12,595.67
Vendor: 11646 - Master Plumbers		
Master Plumbers	Fire-Water Heater	449.40
Vendor 11646 - Master Plumbers Total:		449.40
Vendor: 14895 - Michael P. Steininger		
Michael P. Steininger	OPEN P.O. FOR DFA CONSULT...	1,132.89
Vendor 14895 - Michael P. Steininger Total:		1,132.89
Vendor: 11704 - Michael's Prescription Corner		
Michael's Prescription Corner	Ambulace-Medication	319.85
Vendor 11704 - Michael's Prescription Corner Total:		319.85
Vendor: 11729 - Miller Waldrop Furniture		
Miller Waldrop Furniture	Fire- New Mattresses for Dor...	10,987.32
Vendor 11729 - Miller Waldrop Furniture Total:		10,987.32
Vendor: 11736 - Modern Marketing		
Modern Marketing	Fire- Fire prevention material	1,547.27
Modern Marketing	Fire- Fire prevention material	1,510.95
Modern Marketing	Fire- Fire prevention material	1,139.36
Modern Marketing	Fire- Fire prevention material	1,277.83
Modern Marketing	Fire- Fire prevention material	1,681.64
Modern Marketing	Fire- Fire prevention material	1,867.10
Modern Marketing	Fire- Fire prevention material	1,183.15
Vendor 11736 - Modern Marketing Total:		10,207.30
Vendor: 11773 - MWI Veterinary Supplies		
MWI Veterinary Supplies	APS -meds	37.75
MWI Veterinary Supplies	APS -meds	118.96
MWI Veterinary Supplies	APS -meds	93.50
MWI Veterinary Supplies	APS -meds	935.08
MWI Veterinary Supplies	APS- supplies	46.27
MWI Veterinary Supplies	APS meds surgery	177.06
MWI Veterinary Supplies	APS- supplies	178.44
MWI Veterinary Supplies	APS meds surgery	225.00
MWI Veterinary Supplies	APS- supplies	618.45
MWI Veterinary Supplies	APS- vaccines, surgery supplies..	3,027.32
MWI Veterinary Supplies	APS- vaccines, surgery supplies..	280.70
MWI Veterinary Supplies	APS- flea tick treatment	296.40
MWI Veterinary Supplies	APS- flea tick treatment	2,794.40
MWI Veterinary Supplies	APS_ meds, supplies	300.30
MWI Veterinary Supplies	APS_ meds, supplies	380.70
Vendor 11773 - MWI Veterinary Supplies Total:		9,510.33
Vendor: 13222 - New Mexico Environment Department		
New Mexico Environment De...	SC-Food permit-FF	66.71
New Mexico Environment De...	SC-Food permit-FF	66.54
New Mexico Environment De...	SC-Food permit-FF	66.75
Vendor 13222 - New Mexico Environment Department Total:		200.00
Vendor: 13283 - New Mexico League of Zoning Officials		
New Mexico League of Zoning...	Police L Guerra Registration	300.00
Vendor 13283 - New Mexico League of Zoning Officials Total:		300.00

Expense Approval Report

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Vendor Name	Description (Item)	Amount
Vendor: 14989 - NEW MEXICO PUBLIC REGULATION COMMISSION		
NEW MEXICO PUBLIC REGULA...	WAT/WW- PENANLTY/WARN...	405.50
NEW MEXICO PUBLIC REGULA...	WAT/WW- PENANLTY/WARN...	405.50
Vendor 14989 - NEW MEXICO PUBLIC REGULATION COMMISSION Total:		811.00
Vendor: 11890 - NM EMS Bureau		
NM EMS Bureau	EMS-Zach Crank EMT-B initial l...	130.00
Vendor 11890 - NM EMS Bureau Total:		130.00
Vendor: 11891 - NM EMS Bureau		
NM EMS Bureau	EMS: Eddy Burkett EMT-I Lice...	40.00
Vendor 11891 - NM EMS Bureau Total:		40.00
Vendor: 11953 - Nor-Lea General Hospital		
Nor-Lea General Hospital	EMS-Dominguez and Crank pr...	125.00
Vendor 11953 - Nor-Lea General Hospital Total:		125.00
Vendor: 12063 - Permian GMC		
Permian GMC	Tailgate latch	145.51
Vendor 12063 - Permian GMC Total:		145.51
Vendor: 12075 - Pettigrew & Associates, P. A.		
Pettigrew & Associates, P. A.	Utility Easement W Washingt...	2,024.69
Pettigrew & Associates, P. A.	MAP Grant HW2L200620 Desi...	19,393.14
Pettigrew & Associates, P. A.	MAP Grant HW2L200620 Desi...	14,137.98
Vendor 12075 - Pettigrew & Associates, P. A. Total:		35,555.81
Vendor: 14999 - PVS DX INC		
PVS DX INC	ww chlorine	1,905.04
PVS DX INC	Water- Chlorine for April	544.30
Vendor 14999 - PVS DX INC Total:		2,449.34
Vendor: 12190 - Ram Software Systems		
Ram Software Systems	Ambulance-Aim Software	309.00
Vendor 12190 - Ram Software Systems Total:		309.00
Vendor: 14905 - RENEW CONSTRUCTION LLC		
RENEW CONSTRUCTION LLC	23-H3052 Remodel of Fire Offi...	14,541.08
Vendor 14905 - RENEW CONSTRUCTION LLC Total:		14,541.08
Vendor: 12250 - Roberts Oil & Lube		
Roberts Oil & Lube	Police 4/1-4/30 Unit Oil Chan...	107.00
Roberts Oil & Lube	Police 4/1-4/30 Unit Oil Chan...	118.00
Roberts Oil & Lube	Police 4/1-4/30 Unit Oil Chan...	110.47
Roberts Oil & Lube	Police 4/1-4/30 Unit Oil Chan...	109.00
Roberts Oil & Lube	Police 4/1-4/30 Unit Oil Chan...	135.00
Vendor 12250 - Roberts Oil & Lube Total:		579.47
Vendor: 12326 - Sage Publications Inc.		
Sage Publications Inc.	Library Inv#982704KI 4/15/20...	349.30
Vendor 12326 - Sage Publications Inc. Total:		349.30
Vendor: 12412 - Siddons-Martin Emergency Group		
Siddons-Martin Emergency Gr...	EMS-additional repairs to EMS...	4,781.38
Vendor 12412 - Siddons-Martin Emergency Group Total:		4,781.38
Vendor: 12438 - Solid Waste Authority		
Solid Waste Authority	Street,sweepings hauled blan...	962.39
Vendor 12438 - Solid Waste Authority Total:		962.39
Vendor: 12475 - Squeaky Clean		
Squeaky Clean	office cleaning	1,285.50
Vendor 12475 - Squeaky Clean Total:		1,285.50
Vendor: 15015 - SQUIRREL ENGRAVING LLC		
SQUIRREL ENGRAVING LLC	Fire- Decals for safety trailer	2,944.35
Vendor 15015 - SQUIRREL ENGRAVING LLC Total:		2,944.35
Vendor: 12516 - Stryker Sales Corp.		
Stryker Sales Corp.	EMS-capital purchases for EMS..	519.39

Expense Approval Report

Payment Dates: 4/22/2024 - 5/10/2024

Vendor Name	Description (Item)	Amount
Stryker Sales Corp.	EMS-capital purchases for EMS..	1,214.52
Stryker Sales Corp.	EMS-capital purchases for EMS..	26,897.79
Stryker Sales Corp.	EMS-capital purchases for EMS..	25,706.96
Stryker Sales Corp.	EMS-capital purchases for EMS..	600.00
Stryker Sales Corp.	EMS-capital purchases for EMS..	16,435.07
Vendor 12516 - Stryker Sales Corp. Total:		71,373.73
Vendor: 12526 - Sunguard Tinting & Accessories		
Sunguard Tinting & Accessories ww safety lights		1,923.85
Vendor 12526 - Sunguard Tinting & Accessories Total:		1,923.85
Vendor: 12555 - SYSCO West Texas, Inc.		
SYSCO West Texas, Inc.	SC-food for meals/supplies-FF	710.84
SYSCO West Texas, Inc.	SC-food for meals/supplies-FF	355.42
SYSCO West Texas, Inc.	SC-food for meals/supplies-FF	355.42
SYSCO West Texas, Inc.	SC-food for meals/supplies-FF	104.69
SYSCO West Texas, Inc.	SC-food for meals/supplies-FF	52.34
SYSCO West Texas, Inc.	SC-food for meals/supplies-FF	52.34
SYSCO West Texas, Inc.	SC-food for meals/supplies-FF	909.98
SYSCO West Texas, Inc.	SC-food for meals/supplies-FF	455.00
SYSCO West Texas, Inc.	SC-food for meals/supplies-FF	455.00
Vendor 12555 - SYSCO West Texas, Inc. Total:		3,451.03
Vendor: 12704 - Tom's Sharp Shop		
Tom's Sharp Shop	Street,pole saw chain	27.99
Tom's Sharp Shop	ww repairs	352.25
Vendor 12704 - Tom's Sharp Shop Total:		380.24
Vendor: 14972 - TRACY PHILLIPS		
TRACY PHILLIPS	APS- March 20 surgeries	1,050.00
TRACY PHILLIPS	APS - March 27 surgeries	1,050.00
TRACY PHILLIPS	APS -surgeries/vaccines april ...	1,162.50
TRACY PHILLIPS	APS- surgeries'/vaccines	900.00
Vendor 14972 - TRACY PHILLIPS Total:		4,162.50
Vendor: 15034 - TRUE NORTH SOFTWARE LLC		
TRUE NORTH SOFTWARE LLC	Police May Capers Maintenanc...	236.00
Vendor 15034 - TRUE NORTH SOFTWARE LLC Total:		236.00
Vendor: 14638 - UNITED SUPERMARKETS, LLC		
UNITED SUPERMARKETS, LLC	Fire-Wildland Day Meal	149.70
Vendor 14638 - UNITED SUPERMARKETS, LLC Total:		149.70
Vendor: 12826 - Valentine Auto Service		
Valentine Auto Service	Alignment	159.80
Valentine Auto Service	ww repair Jerrys Truck	1,105.36
Vendor 12826 - Valentine Auto Service Total:		1,265.16
Vendor: 12833 - Vanguard Health & Safety Servi		
Vanguard Health & Safety Servi	FIRE: Two post accident UAs	268.36
Vendor 12833 - Vanguard Health & Safety Servi Total:		268.36
Vendor: 10266 - VISUAL EDGE IT		
VISUAL EDGE IT	Library April2024 Xerox cys DM	54.95
Vendor 10266 - VISUAL EDGE IT Total:		54.95
Vendor: 12951 - Western Fire & Safety		
Western Fire & Safety	inspection of fire extinguishers	1,433.48
Western Fire & Safety	station 2- inspection of fire ext..	120.12
Western Fire & Safety	inspection of fire extinguishers	234.75
Western Fire & Safety	inspection of fire extinguishers	543.54
Western Fire & Safety	inspection of fire extinguishers..	150.92
Western Fire & Safety	inspection of fire extinguishers	602.58
Western Fire & Safety	inspection of fire extinguishers	363.23
Western Fire & Safety	inspection of fire extinguishers	212.54
Western Fire & Safety	ww safety equipment	837.21

Expense Approval Report

Payment Dates: 4/22/2024 - 5/10/2024

Vendor Name	Description (Item)	Amount
Western Fire & Safety	water yard maintenance	83.87
Vendor 12951 - Western Fire & Safety Total:		4,582.24
Vendor: 14769 - WILSON INDEPENDENT OPS LLC		
WILSON INDEPENDENT OPS L...	ww consultant fees	4,183.70
Vendor 14769 - WILSON INDEPENDENT OPS LLC Total:		4,183.70
Vendor: 12989 - Xerox Corporation		
Xerox Corporation	SC-copier charges-FF	6.67
Xerox Corporation	SC-copier charges-FF	6.69
Xerox Corporation	SC-copier charges-FF	6.69
Xerox Corporation	SC-copier charges-FF	6.69
Vendor 12989 - Xerox Corporation Total:		26.74
Vendor: 13011 - Zia Consulting, Inc.		
Zia Consulting, Inc.	Police A Zepeda pre-employ p...	600.00
Vendor 13011 - Zia Consulting, Inc. Total:		600.00
Grand Total:		305,963.46

Report Summary

Fund Summary

Fund	Payment Amount
101 - General Fund	26,303.43
110 - Motor Vehicle	234.75
116 - Cemetery	150.92
209 - Fire Protection Grant	29,365.33
211 - Law Enforcement Grant	18,333.59
213 - Police Special	3,700.00
217 - Special Recreation	678.54
218 - Federal COVID	960.00
219 - Sr Citz Multi Purpose Grant	6,159.96
226 - Facilities - Magistrate Court	4,166.43
230 - Judicial Education Fees	45.00
231 - Court Automation Fees	91.00
236 - AC County Grant Spay & Neuter	11,675.76
301 - Capital Projects	69,779.19
501 - Water Fund	17,842.47
504 - Solid Waste	86.44
505 - WasteWater	29,960.97
509 - Ambulance	83,335.63
704 - Fire Dept-Trust & Agency	3,094.05
Grand Total:	305,963.46

Account Summary

Account Number	Account Name	Payment Amount
101-0200-45030	Professional Services - J...	1,112.80
101-1210-44020	Maintenance:Contracts	116.24
101-1210-45030	Professional Services - Fi...	2,622.59
101-1210-46010	Supplies-Office,Field,Edu...	158.77
101-1210-47225	Penalties	368.67
101-1220-44040	Rep/Maint:Equipment/V...	159.80
101-1400-44010	Rep/Maint:Building/Stru...	543.54
101-1400-46010	Supplies-Office,Field,Edu...	5,226.48
101-1620-46915	Library Books - Library	692.53
101-1620-47080	Printing,Publishing,Adve...	54.95
101-1660-43025	Carol Peachte spay/neu...	1,097.51
101-1660-45033	Veterinary Services - Vet...	2,709.45
101-1660-46010	Supplies-Office,Field,Edu...	979.48
101-1660-46030	Safety Equipment - Vet/...	731.39
101-1953-44020	Maintenance:Contracts -...	907.86
101-1953-44040	Rep/Maint:Equipment/V...	600.87
101-1953-45030	Professional Services	647.60
101-1953-46010	Supplies-Office,Field,Edu...	380.57
101-1953-47010	Communications/Repair ...	771.00
101-1953-47040	Employee Training - Poli...	1,175.00
101-2000-44010	Rep/Maint:Building/Stru...	1,586.58
101-2000-46040	Uniform/Linen Expense -...	28.89
101-2000-47010	Communications/Repair	400.50
101-2000-47140	Subscriptons & Dues - Fi...	200.00
101-2160-44030	Rep/Maint:Grounds/Ro...	1,397.04
101-2160-44040	Rep/Maint:Equipment/V...	642.94
101-2160-45900	Other Contractual Servic...	962.39
101-2160-46010	Supplies-Office,Field,Edu...	27.99
110-1012-44010	Rep/Maint:Building/Stru...	234.75
116-1640-44010	Rep/Maint:Building/Stru...	150.92
209-2202-44010	Rep/Maint:Building/Stru...	17,680.61
209-2202-44040	Rep/Maint:Equipment/V...	211.31
209-2202-46010	Supplies-Office,Field,Edu...	10,207.30
209-2202-47040	Employee Training	1,266.11

Account Summary

Account Number	Account Name	Payment Amount
211-0000-37130	Grant-State:Law Enforc...	18,333.59
213-1953-47053	Police Special Account	3,700.00
217-2150-44010	Rep/Maint:Building/Stru...	602.58
217-2150-47140	Subscriptions & Dues - S...	75.96
218-1210-46011	COVID - Supplies	960.00
219-1610-44020	Maintenance:Contracts -...	26.74
219-1610-46010	Supplies-Office,Field,Edu...	397.63
219-1610-46901	Kitchen Supplies	243.04
219-1610-46902	Raw Food Senior Citizen ...	5,492.55
226-2225-44010	Rep/Maint;Building/Stru...	4,166.43
230-2255-45915	Judicial Education Fees - ...	45.00
231-0200-45925	Court Automation Fees - ...	91.00
236-1660-45030	Professional Services	1,000.00
236-1660-45033	236166045033	10,675.76
301-1640-48080	Roadways - Cemetery	33,531.12
301-2400-45030	Professional Services - C...	36,248.07
501-1210-45030	Professional Services	351.66
501-2125-44010	Rep/Maint:Building/Stru...	13,015.60
501-2125-44020	Maintenance:Contracts -...	83.87
501-2125-46010	Supplies-Office,Field,Edu...	2,511.50
501-2125-46030	Safety Equipment - Wate...	1,120.00
501-2125-47225	Penalties & Interest	405.50
501-2125-48020	Equipment & Machinery ...	354.34
504-1210-46010	Supplies-Office,Field,Edu...	86.44
505-1210-46010	Supplies-Office,Field,Edu...	172.88
505-2130-44010	Rep/Maint:Building/Stru...	212.54
505-2130-46010	Supplies-Office,Field,Edu...	29,170.05
505-2130-47225	Penalties	405.50
509-2010-43030	Transportation (Gas,Oil,E...	214.14
509-2010-44040	Rep/Maint:Equipment/V...	5,029.38
509-2010-45100	Software Contract - Am...	309.00
509-2010-46010	Supplies-Office,Field,Edu...	76,913.11
509-2010-47010	Communications/Repair ...	575.00
509-2010-47040	Employee Training - Am...	255.00
509-2010-47140	Subscriptions & Dues - ...	40.00
704-0000-36010	Contributions/Donation ...	2,944.35
704-0000-36020	State Grass Fire Reimb	149.70
Grand Total:		305,963.46

Project Account Summary

Project Account Key	Payment Amount
None	232,158.36
2024 - HW2L200620	33,531.12
23-H3052-PS	34,223.38
FY18CONG	1,529.21
FY18HD	2,963.24
FY18MULTI	1,529.42
FY18TRANS	28.73
Grand Total:	305,963.46