



Lea County Board of County Commissioners



Regular Meeting
Thursday, July 22, 2021 9:00 A.M.

Lea County Courthouse – Commission Chambers
100 North Main
Lovington, New Mexico

An aerial night photograph of a bustling fairground. The scene is filled with numerous rides, including a roller coaster, a Ferris wheel, and several carousel-like structures. Brightly lit game booths and food stands are scattered throughout the fairground. Large parking lots are visible, packed with cars. The overall atmosphere is festive and brightly lit by the fair's own lights.

Lea County Board of County Commissioners Regular Meeting Thursday, July 22, 2021 9:00 A.M.

Lea County Courthouse ~ Commission Chambers
100 North Main, Lovington, New Mexico



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Notice of this Meeting has been given to the Public in Compliance with Section 10-15-4 NMSA 1978

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 Lea County Manager's office located in the Lea County Courthouse in Lovington, New Mexico 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 Lea County Manager's Office at the Lea County Courthouse if a summary or other type of accessible format is needed.

AGENDA

Call to Order ~ Roll Call ~ Pledge of Allegiance ~ Invocation

ITEM 01: COMMISSION

- Consideration of Lea County Resolution No. 21-JUL-130R Approving the June 10, 2021 Regular Meeting Minutes.
- Public Comments (*Non Agenda Items*).
- Commissioners and Manager Comments.
- Consideration of Lea County Resolution No. 21-JUL-131R Approving/Confirming Appointment(s) to the Lea County Planning & Zoning Board.
- Consideration of Lea County Resolution No. 21-JUL-132R Opposing the United States Federal Government's 30 X 30 Land Initiative. (*Vice Chair Dean Jackson, Commissioner – District 1*)
- Consideration of Lea County Resolution No. 21-JUL-133R Approving Submitting Comments to the United States Fish and Wildlife Services Regarding the Lesser Prairie Chicken. (*Chair Rebecca Long, Commissioner – District 2*)
- Consideration of Lea County Resolution No. 21-JUL-134R Approving Submitting Comments to the United States Fish and Wildlife Services Regarding the Dunes Sagebrush Lizard. (*Chair Rebecca Long, Commissioner – District 2*)

ITEM 02: ACTION ITEMS

- Consideration of Lea County Resolution No. 21-JUL-135R Appointing the Board of Registration Members for Lea County. (*Keith Manes, County Clerk*)
- Consideration of Lea County Resolution No. 21-JUL-136R Approving the 2020 – 2021 Final Quarter Financial Report Year Ending June 30, 2021. (*Susan Marinovich, County Treasurer*)

- Consideration of Lea County Resolution No. 21-JUL-137R Approving a Memorandum of Understanding between Lea County and the City of Hobbs Regarding Commercial Air Service/Airline Subsidy at the Lea County Regional Airport for Fiscal Year 2021 - 2022. *(Michael Gallagher, County Manager)*
- Consideration of Lea County Resolution No. 21-JUL-138R Approving Lea County's Annual Membership in the New Mexico Counties (NMC) for Fiscal Year 2021 - 2022. *(Michael Gallagher, County Manager)*
- Consideration of Lea County Resolution No. 21-JUL-139R Approving Lea County's Annual Membership in the Southeastern New Mexico Economic Development District/Council of Governments (SNMEDD/COG) for Fiscal Year 2021 - 2022. *(Michael Gallagher, County Manager)*
- Consideration of Lea County Resolution No. 21-JUL-140R Approving Lea County's Fiscal Year 2021 – 2022 Workers' Compensation Pool Contribution to the New Mexico County Insurance Authority (NMCIA). *(Craig Bova, Human Resources Director)*
- Consideration of Lea County Resolution No. 21-JUL-141R Approving Ratification of Grant Agreement between Lea County and the State of New Mexico Department of Finance and Administration – Local Government Division for the Enhanced 911 Act Grant Program Project No. 22-E-52 for Fiscal Year 2021 - 2022. *(Angela Martinez, Communication Authority Director)*
- Consideration of Lea County Resolution No. 21-JUL-142R Authorizing Out of State Travel July 23 – 30, 2021 to Columbus, Ohio to Attend the 2021 National Emergency Number Association (NENA) Conference. *(Angela Martinez, Communication Authority Director)*
- Consideration of Lea County Resolution No. 21-JUL-143R Authorizing Out of State Travel August 14 – 19, 2021 to San Antonio, Texas to Attend the 2021 Association of Public-Safety Communications Officials (APCO) Annual International Conference and EXPO. *(Angela Martinez, Communication Authority Director)*
- Consideration of Lea County Resolution No. 21-JUL-144R Authorizing Out of State Travel July 26 – 27, 2021 to Dallas/Fort Worth, Texas to Attend Annual Aircraft Rescue & Fire Fighting (ARFF) Training for the Lea County Regional Airport ARFF Fire Department. *(Lorenzo Velasquez, Environmental Services Director)*
- Consideration of Lea County Resolution No. 21-JUL-145R Approving a Professional Services Agreement Between Lea County and Superior Security Services, LLC for Security Services During the 2021 Lea County Fair & PRCA Rodeo, July 30 – August 7, 2021. *(Jim Kemp, Fairgrounds General Manager)*
- Consideration of Lea County Resolution No. 21-JUL-146R Approving a Cooperative Educational Services (CES) Proposal from Lasco Construction for Repairs to the Lea County Fairgrounds Related to Water Damage. *(Jim Kemp, Fairgrounds General Manager)*

- Consideration of Lea County Resolution No. 21-JUL-147R Approving a County Arterial Program Agreement between Lea County and the New Mexico Department of Transportation for the Local Government Road Fund Project No. 0000054388 Control No. L200538 (CAP Grant) for Fiscal Year 2021 – 2022. *(Corey Needham, Assistant County Manager)*
- Consideration of Lea County Resolution No. 21-JUL-148R Approving a County Cooperative Grant Agreement between Lea County and the New Mexico Department of Transportation for the Local Government Road Fund Project No. 0000054388 Control No. L200523 (CO-OP Grant) for Fiscal Year 2021 - 2022. *(Corey Needham, Assistant County Manager)*
- Consideration of Lea County Resolution No. 21-JUL-149R Approving a School Bus Route Agreement between Lea County and the New Mexico Department of Transportation for the Local Government Road Fund Project No. 0000054388 Control No. L200545 (SB Grant) for Fiscal Year 2021 – 2022. *(Corey Needham, Assistant County Manager)*
- Consideration of Lea County Resolution No. 21-JUL-150R Approving Award of Bid No. 07 2020 – 2021 Asphalt Emulsions Indefinite Quantity to Multiple Vendors for the Lea County Road Department. *(Corey Needham, Assistant County Manager)*
- Consideration of Lea County Resolution No. 21-JUL-151R Authorizing a Grant Application Between Lea County and the Federal Aviation Administration (FAA) for Runway 3-21 Extension and LOC Replacement PER and Preliminary Design at the Lea County Regional Airport. *(Corey Needham, Assistant County Manager)*
- Consideration of Lea County Resolution No. 21-JUL-152R Approving Task Order 2019-8 Between Lea County and Molzen-Corbin for Runway 3-21 Extension and LOC Replacement PER and Preliminary Design at the Lea County Regional Airport. *(Corey Needham, Assistant County Manager)*
- Consideration of Lea County Resolution No. 21-JUL-153R Authorizing a Grant Application Between Lea County and the Federal Aviation Administration (FAA) for the Lea County Jal Airport Masterplan Update. *(Corey Needham, Assistant County Manager)*
- Consideration of Lea County Resolution No. 21-JUL-154R Approving Task Order 2019-13 Between Lea County and Molzen-Corbin for the Lea County Jal Airport Masterplan Update. *(Corey Needham, Assistant County Manager)*
- Consideration of Lea County Resolution No. 21-JUL-155R Authorizing a Grant Application Between Lea County and the Federal Aviation Administration (FAA) for the Lea County Zip Franklin Memorial Airport Masterplan Update. *(Corey Needham, Assistant County Manager)*

- Consideration of Lea County Resolution No. 21-JUL-156R Approving Task Order 2019-12 Between Lea County and Molzen-Corbin for the Lea County Zip Franklin Memorial Airport Masterplan Update. *(Corey Needham, Assistant County Manager)*
- Consideration of Lea County Resolution No. 21-JUL-157R Approving a Recommendation from a Freeholders Committee Declaring the Vacation and Abandonment of Dedicated Alley in Air Base City Subdivision, Block 2 in Section 1, Township 18 South, Range 37 East, N.M.P.M. in Lea County, New Mexico. *(Bruce Reid, County Planner)*
- Consideration of Lea County Resolution No. 21-JUL-158R Approving a Cooperative Educational Services (CES) Proposal from Lasco Construction for Repairs to the Lea County Event Center Related to Water Damage. *(Edmundo Lara, Facilities Director)*
- Consideration of Lea County Resolution No. 21-JUL-159R Approving Proposal No. ARH067 from Otis Elevator Company for a Renewable Three Year Maintenance Agreement for Professional Preventative and Maintenance Services on Multiple Elevators Within Four Separate Lea County Facilities. *(Edmundo Lara, Facilities Director)*
- Consideration of Lea County Resolution No. 21-JUL-160R Approving the 3rd Option to Renew Revised Cooperative Educational Services (CES) Agreement between Lea County and Honeywell Building Solutions as the HVAC Service and Preventative Maintenance Provider for Lea County Facilities. *(Edmundo Lara, Facilities Director)*
- Consideration of Lea County Resolution No. 21-JUL-161R Approving the Lea County Indigent Claims Burial/Cremation Report. *(Chip Low, Finance Director)*
- Consideration of Lea County Resolution No. 21-JUL-162R Authorizing Lea County's Fiscal Year 2020 - 2021 4th Quarter Payment and Certification for the Safety Net Care Pool Fund. *(Chip Low, Finance Director)*
- Consideration of Lea County Resolution No. 21-JUL-163R Approving Final Budget Adjustments for Fiscal Year 2020 – 2021. *(Chip Low, Finance Director)*
- Consideration of Lea County Resolution No. 21-JUL-164R Approving Lea County's Fiscal Year 2021 – 2022 Final Budget. *(Michael Gallagher, County Manager)*

ITEM 03: DISCUSSION ITEMS

- Discussion of Permit to Utilize County Land and Right of Way by Dawson Geophysical. *(Rick Aldridge, Dawson Geophysical Permit Agent)*
- Discussion of Lea County's Financial Report (June 2021). *(Chip Low, Finance Director)*

- Discussion of Lea County's Accounts Payable (May – June 2021). (*Chip Low, Finance Director*)

ITEM 04: EXECUTIVE SESSION

- COMMISSION MAY CONVENE IN CLOSED SESSION to Discuss Threatened Litigation Involving County Records, Threatened Litigation Involving Land Use in Lea County, Threatened Litigation Involving a Performance Contract in Central Lea County, and Threatened Litigation Involving a Construction Contract in Central Lea County, as Authorized by NMSA 1978 § 10-15-1 H (7).

COMMISSION MAY CONVENE IN OPEN SESSION to take Action, if any, on the Closed Session Item(s).

ITEM 05: OTHER BUSINESS

ADJOURN

~ Please join us for our next regular meeting on Thursday, August 19, 2021 at 9:00 A.M. ~



Consideration of Lea County Resolution No. 21-JUL-130R Approving the June 10, 2021 Regular Meeting Minutes

Minutes of Meeting Lea County Board of Commissioners June 10, 2021

Chair Long called the meeting to order at 9:00 a.m. in the Lea County Courthouse

Commissioners present were, to wit: Vice Chair Dean Jackson, District 1, Chair Rebecca Long, District 2, Commissioner Gary G. Eidson, District 3, Jonathan Sena, District 4, and Commissioner Pat Sims, District 5 By Phone.

Also present were Lea County Manager Michael P. Gallagher II, and Lea County Attorney John W. Caldwell.

Commissioner Eidson led the Pledge of Allegiance followed by the Invocation by Commissioner Sena.

ITEM 01: COMMISSION

- Consideration of Lea County Resolution No. 21-JUN-117R Approving the May 20, 2021 Regular Meeting Minutes.

Chair Long requested approval. Chair Long asked if there were any public comments concerning this agenda item. Vice Chair Jackson moved to approve Lea County Resolution, No. 21-JUN-117R Approving the May 20, 2021 Regular Meeting Minutes. The motion was seconded by Commissioner Sena. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, absent. The motion passed.

- Public Comments

Talia Storch from NM Counties announced that Lea County was selected to host the 2021 NM Counties Summer Conference.

- Commissioners and Manager Comments

Commissioner Eidson made comments in regards to graduation being successful.

Commissioner Sena thanked Manager Gallagher and his employees for all the work they do.

Vice Chair Jackson made comments in regards to the Jr High and High School Rodeo Finals that were hosted in Lovington.

Chair Long invited everyone to the Flag Day Rally at Green Meadows this Saturday, June 12th.

STATE OF NEW MEXICO COUNTY OF LEA RESOLUTION NO. 21-JUL-130R A RESOLUTION APPROVING THE LEA COUNTY BOARD OF COUNTY COMMISSIONERS MEETING MINUTES

WHEREAS, Section 10-15-1 through 10-15-4 of the Open Meetings Act (NMSA 1978), states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission or other policy making body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times; and

WHEREAS the board, commission or other policy making body shall keep written minutes of all its meetings. The minutes shall include at a minimum the date, time and place of the meeting, the names of members in attendance and those absent, the substance of the proposals considered and a record of any decisions and votes taken that show how each member voted; and

WHEREAS all minutes are open to public inspection. Draft minutes shall be prepared within ten working days after the meeting and shall be approved, amended or disapproved at the next meeting where a quorum is present. Minutes shall not become official until approved by the policymaking body; and

WHEREAS, NMSA 1978, Section 4-38-12 as amended, allows the County Commission to establish rules and regulations to govern the transaction of county business in these meetings.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lea County that the attached minutes are hereby approved.

PASSED AND APPROVED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

MINUTES
OF
MEETING



**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: <p align="center">06/10/2021</p>		SUBMITTED BY Name, Title, Dept: <p>Hollye Shearer, Recording Secretary/Deputy Clerk, Clerk's Office</p>	
SUBJECT: <p>Minutes</p>		ATTACHMENT(S): <p>Resolution Draft Minutes</p>	
NO. OF ORIGINALS FOR SIGNATURE: <p>1 Resolution; 1 Set of Minutes</p>		ACTION REQUESTED: <p>Action Item</p>	
BUDGET LINE ITEM NUMBER: <p>N/A</p>		FISCAL BUDGET YEAR: <p>N/A</p>	
STRATEGIC PLAN Implementation of 5 Year Strategic Plan: <p>Section 2.6: Transparency and ethical decision making continue to be the framework in which the county operates.</p>			
SUMMARY: <p>See attached draft minutes submitted by Hollye Shearer, Recording Secretary/Deputy Clerk, for the following LCBCC meetings:</p> <p align="center">June 10, 2021 Regular Meeting</p>			
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> If checked; how many: Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other:		See Additional Summary Attached <input type="checkbox"/>	
SUBMITTER'S RECOMMENDATION(S): <p>Review & Approve Minutes</p>		Submitter's Signature Department Director, Etc. 	
FINANCE REVIEW Fiscal Impact/Cost: <p>ByPass Finance Review</p>		Reviewed by Finance Director ByPass Finance Review Digitally signed by ByPass Finance Review Date: 2021.07.20 09:51:09 -06'00'	
LEGAL REVIEW: (Note: Travel does not need legal review)		Reviewed by County Attorney	
COUNTY MANAGER REVIEW: <p>Draft minutes emailed to LCBCC on July 20, 2021 for review. Meeting minutes reviewed by LCBCC D3 (July 20, 2021)</p>		Approved by County Manager to be Placed on Agenda Digitally signed by Michael P. Gallagher II Date: 2021.07.20 09:51:24 -06'00'	
Item No. <u>0101</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN			
Approved: _____ Resolution No. <u>21-JUL-130R</u> Continued To: _____		Denied: _____ Policy No. _____ Referred To: _____	
		Other: _____ Ordinance No. _____ Comments: _____	

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-130R

A RESOLUTION APPROVING THE LEA COUNTY
BOARD OF COUNTY COMMISSIONERS MEETING MINUTES

WHEREAS, Section 10-15-1 through 10-15-4 of the Open Meetings Act (NMSA 1978), states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission or other policy making body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times; *and*

WHEREAS the board, commission or other policy making body shall keep written minutes of all its meetings. The minutes shall include at a minimum the date, time and place of the meeting, the names of members in attendance and those absent, the substance of the proposals considered and a record of any decisions and votes taken that show how each member voted; *and*

WHEREAS all minutes are open to public inspection. Draft minutes shall be prepared within ten working days after the meeting and shall be approved, amended or disapproved at the next meeting where a quorum is present. Minutes shall not become official until approved by the policymaking body; *and*

WHEREAS, NMSA 1978, Section 4-38-12 as amended, allows the County Commission to establish rules and regulations to govern the transaction of county business in these meetings.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lea County that the attached minutes are hereby approved.

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LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
 Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney

**Minutes of Meeting
Lea County Board of Commissioners
June 10, 2021**

Chair Long called the meeting to order at 9:00 a.m. in the Lea County Courthouse

Commissioners present were, to wit: Vice Chair Dean Jackson, District 1, Chair Rebecca Long, District 2, Commissioner Gary G. Eidson, District 3, Jonathan Sena, District 4, and Commissioner Pat Sims, District 5 By Phone.

Also present were Lea County Manager Michael P. Gallagher II, and Lea County Attorney John W. Caldwell.

Commissioner Eidson led the Pledge of Allegiance followed by the Invocation by Commissioner Sena.

ITEM 01: COMMISSION

- Consideration of Lea County Resolution No. 21-JUN-117R Approving the May 20, 2021 Regular Meeting Minutes.

Chair Long requested approval. Chair Long asked if there were any public comments concerning this agenda item. Vice Chair Jackson moved to approve Lea County Resolution. No. 21-JUN-117R Approving the May 20, 2021 Regular Meeting Minutes. The motion was seconded by Commissioner Sena. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, absent. The motion passed.

- Public Comments

Talia Storch from NM Counties announced that Lea County was selected to host the 2021 NM Counties Summer Conference.

- Commissioners and Manager Comments

Commissioner Eidson made comments in regards to graduation being successful.

Commissioner Sena thanked Manager Gallagher and his employees for all the work they do.

Vice Chair Jackson made comments in regards to the Jr High and High School Rodeo Finals that were hosted in Lovington.

Chair Long invited everyone to the Flag Day Rally at Green Meadows this Saturday, June 12th.

Some agenda items were readjusted.

ITEM 02: ACTION ITEMS

- Consideration of Lea County Resolution No. 21-JUN-119R Approving the Creation of New Precincts and Adjusting Precinct Boundaries. *(Keith Manes, County Clerk)*

Clerk Manes requested approval. Chair Long asked if there were any public comments concerning this agenda item. Commissioner Eidson moved to approve Lea County Resolution No. 21-JUN-119R Approving the Creation of New Precincts and Adjusting Precinct Boundaries. The motion was seconded by Commissioner Sena. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

- Consideration of Lea County Resolution No. 21-JUN-120R Approving Precincts and Polling Places for the 2022 – 2023 Elections. *(Keith Manes, County Clerk)*

Clerk Manes requested approval. Chair Long asked if there were any public comments concerning this agenda item. Vice Chair Jackson moved to approve Lea County Resolution No. 21-JUN-120R Approving Precincts and Polling Places for the 2022 – 2023 Elections. The motion was seconded by Commissioner Eidson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

- Consideration of Lea County Resolution No. 21-JUN-121R Approving the Equipment Recording Fee in the Lea County Clerk's Department. *(Keith Manes, County Clerk)*

Clerk Manes requested approval. Chair Long asked if there were any public comments concerning this agenda item. Vice Chair Jackson moved to approve Lea County Resolution No. 21-JUN-121R Approving the Equipment Recording Fee in the Lea County Clerk's Department. The motion was seconded by Commissioner Sena. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

- Consideration of Lea County Resolution No. 21-JUN-118R Approving/Confirming Appointment(s) to the Lea County Planning & Zoning Board.

Chair Long requested postponement. Chair Long asked if there were any public comments concerning this agenda item. Commissioner Sena moved to postpone Lea County Resolution No. 21-JUN-118R Approving/Confirming Appointment(s) to the Lea County Planning & Zoning Board. The motion was seconded by Vice Chair Jackson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes. The motion passed.

- Consideration of Lea County Resolution No. 21-JUN-122R Approving the Submittal of an Agreement to the U.S. Department of the Treasury for the Coronavirus Local Fiscal Recovery Fund. (*Michael Gallagher, County Manager*)

Manager Gallagher requested approval. Chair Long asked if there were any public comments concerning this agenda item. Commissioner Eidson moved to approve Lea County Resolution No. 21-JUN-122R Approving the Submittal of an Agreement to the U.S. Department of the Treasury for the Coronavirus Local Fiscal Recovery Fund. The motion was seconded by Vice Chair Jackson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

- Consideration of Lea County Resolution No. 21-JUN-123R Authorizing in State Travel to Attend the New Mexico Oil & Gas Association 2021 Annual Meeting/Conference, October 2 – 5, 2021 in Santa Fe, New Mexico. (*Michael Gallagher, County Manager*)

Manager Gallagher requested approval. Chair Long asked if there were any public comments concerning this agenda item. Vice Chair Jackson moved to approve Lea County Resolution No. 21-JUN-123R Authorizing in State Travel to Attend the New Mexico Oil & Gas Association 2021 Annual Meeting/Conference, October 2 – 5, 2021 in Santa Fe, New Mexico. The motion was seconded by Commissioner Sena. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

Commissioner Sims Absent.

- Consideration of Lea County Resolution No. 21-JUN-124R Approving a Recommendation from the Lea County Fair & Rodeo Board Approving the Entertainment Concert Line Up for the 2021 Lea County Fair & PRCA Rodeo. (*Larry Wheeler, Fair & Rodeo Board, Chair*)

Chair Wheeler requested approval. Chair Long asked if there were any public comments concerning this agenda item. Vice Chair Jackson moved to approve Lea County Resolution No. 21-JUN-124R Approving a Recommendation

from the Lea County Fair & Rodeo Board Approving the Entertainment Concert Line Up for the 2021 Lea County Fair & PRCA Rodeo. The motion was seconded by Commissioner Eidson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, absent. The motion passed.

- Consideration of Lea County Resolution No. 21-JUN-125R Approving Change Order No. 01 with Bixby Electric, Inc. for Electrical Service Upgrades to Install a Precision Approach Path Indicator (PAPI) at the Lea County Jal Airport. (*Corey Needham, Assistant County Manager*)

Assistant County Manager Needham requested approval. Chair Long asked if there were any public comments concerning this agenda item. Commissioner Eidson moved to approve Lea County Resolution No. 21-JUN-125R Approving Change Order No. 01 with Bixby Electric, Inc. for Electrical Service Upgrades to Install a Precision Approach Path Indicator (PAPI) at the Lea County Jal Airport. The motion was seconded by Vice Chair Jackson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, absent. The motion passed.

- Consideration of Lea County Resolution No. 21-JUN-126R Approving Award of Board No. 06 (2020 – 2021) Kansas Street Reconstruction to Constructors, Inc. (*Corey Needham, Assistant County Manager*)

Assistant County Manager Needham requested approval. Chair Long asked if there were any public comments concerning this agenda item. Commissioner Eidson moved to approve Lea County Resolution No. 21-JUN-126R Approving Award of Board No. 06 (2020 – 2021) Kansas Street Reconstruction to Constructors, Inc. The motion was seconded by Vice Chair Jackson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, absent. The motion passed.

- Consideration of Lea County Resolution No. 21-JUN-127R Approving a Cooperative Educational Services (CES) Task Order with Pettigrew & Associates for the Survey and Design of the Reconstruction of Alabama Street from NM 18/Lovington Highway to NM 132/Denver City Highway – Approximately 5.3 Miles. (*Corey Needham, Assistant County Manager*)

Assistant County Manager Needham requested approval. Chair Long asked if there were any public comments concerning this agenda item. Vice Chair Jackson moved to approve Lea County Resolution No. 21-JUN-127R Approving a Cooperative Educational Services (CES) Task Order with Pettigrew & Associates for the Survey and Design of the Reconstruction of Alabama Street

from NM 18/Lovington Highway to NM 132/Denver City Highway – Approximately 5.3 Miles. The motion was seconded by Commissioner Eidson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, absent. The motion passed.

- Consideration of Lea County Resolution No. 21-JUN-128R Appointing a Freeholders Committee to Evaluate the Vacation of Dedicated Alley in Air Base City Subdivision, Block 2 in Section 1, Township 18 South, Range 37 East, N.M.P.M. in Lea County, New Mexico. (*Bruce Reid, County Planner*)

Planner Reid requested approval. Chair Long asked if there were any public comments concerning this agenda item. Commissioner Eidson moved to approve Lea County Resolution No. 21-JUN-128R Appointing a Freeholders Committee to Evaluate the Vacation of Dedicated Alley in Air Base City Subdivision, Block 2 in Section 1, Township 18 South, Range 37 East, N.M.P.M. in Lea County, New Mexico. The motion was seconded by Vice Chair Jackson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, absent. The motion passed.

- Consideration of Lea County Resolution No. 21-JUN-129R Approving the Lea County Indigent Claims Burial/Cremation Report. (*Chip Low, Finance Director*)

Director Low requested approval. Chair Long asked if there were any public comments concerning this agenda item. Commissioner Sena moved to approve Lea County Resolution No. 21-JUN-129R Approving the Lea County Indigent Claims Burial/Cremation Report. The motion was seconded by Commissioner Eidson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, absent. The motion passed.

ITEM 03: DISCUSSION ITEMS

- Discussion of Environmental Operation and Litter Control. (*Lorenzo Velasquez, Environmental Services Director*)

Director Velasquez presented a discussion of Environmental Operation and Litter Control.

- Discussion of Lea Judicial Complex. (*Edmundo Lara, Facilities Director*)

Director Lara presented a discussion of Lea Judicial Complex.

- Discussion of Lea Historic Courthouse Remodel. (*Michael Gallagher, County Manager*)

Manager Gallagher presented a discussion of Lea Historic Courthouse Remodel.

ITEM 04: EXECUTIVE SESSION

- **Board of County Commissioners**

- Pursuant to Section 10-15-1 H (2) and (7) Respectively of the New Mexico Statutes Annotated (NMSA) 1978; to Discuss Limited Personnel Matters Involving the County Manager's Evaluation; and Pending Litigation *HB Construction V. Lea County et al.*, D-202-CV-2019-03467, and Threatened Litigation Involving a Contract in North Central Lea County, as Authorized by the NMSA 1978 § 10-15-1 H (2) and (7) Respectively.

• At 10:08 a.m. Vice Chair Jackson moved to convene in Executive Session pursuant to **Section 10-15-1 H (2) and (7) Respectively, of the New Mexico Statutes Annotated (NMSA) 1978; to Discuss Limited Personnel Matters Involving the County Manager's Evaluation; and Pending Litigation *HB Construction v. Lea County et al.*, D-202-CV-2019-03467, and Threatened Litigation Involving a Contract in North Central Lea County; as Authorized by the NMSA 1978 § 10-15-1 H (2) and (7) Respectively.** The motion was seconded by Commissioner Sena. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

The meeting reconvened at 11:50 a.m.

ITEM 05: OTHER BUSINESS

There was no other business.

The meeting was adjourned at 11:50 a.m.

**BOARD OF COUNTY COMMISSIONERS
LEA COUNTY, NEW MEXICO**

Rebecca Long, Chair

Dean Jackson, Vice Chair

Gary G. Eidson, Member

Jonathan Sena, Member

Pat Sims, Member

ATTEST: Keith Manes
Lea County Clerk

Hollye Shearer



Public Comments (Non Agenda Items)





Commissioners and Manager Comments





Consideration of Lea County Resolution No. 21-JUL-131R Approving/Confirming Appointment(s) to the Lea County Planning & Zoning Board

The Lea County Planning and Zoning Board is comprised of seven members; one member from each Commission District, one member from the Hobbs Extraterritorial Zoning Board, one member from the Lovington Extraterritorial Zoning Board and approved by the Lea County Board of County Commissioners.

On May 10, 2021, District 2 Member Michael Arnold resigned from the Lea County Planning & Zoning Board.

Lea County Planning and Zoning Board

District 1: Kay Hardin (Term 01/01/2020 - 12/31/2021)

District 2: Replace Michael Arnold with _____ For Term of 01/01/2020 - 12/31/2021

District 3: Jeremy Baker (Term 01/01/2021 - 12/31/2022)

District 4: Dickie Wall (Term of 01/01/2021 - 12/31/2022)

District 5: Daniel Johncox (Term 01/01/2020 - 12/31/2021)

Hobbs ETZ: Ben Donahue (Term 01/01/2021 - 12/31/2022)

Lovington ETZ: Blake Ovard (Term 01/01/2021 - 12/31/2022)





**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net
& cc the Executive Coordinator sstout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 07/20/2021	SUBMITTED BY Name, Title, Dept: Sandrea Brito, Executive Coordinator, Executive Department	
SUBJECT: Appointments to the Lea County Planning & Zoning Board	ATTACHMENT(S): Resolution	
NO. OF ORIGINALS FOR SIGNATURE: 1 Resolution	ACTION REQUESTED: Action Item	
BUDGET LINE ITEM NUMBER: N/A	FISCAL BUDGET YEAR: N/A	
STRATEGIC PLAN Implementation of 5 Year Strategic Plan: Section 2.3 Continuous communication with the public is beneficial and necessary. Section 2.4 Leverage resources to the fullest extent to maximize the return to the public and minimize cost to tax payer. Section 2.5 Public and employee involvement and participation is beneficial, needed and valued.		
SUMMARY: The Lea County Board of County Commissioners created the Lea County Planning and Zoning Board. The Lea County Planning and Zoning Board is comprised of seven members; one member from each Commission District, one member from the Hobbs Extraterritorial Zoning Board, one member from the Lovington Extraterritorial Zoning Board and approved by the Lea County Board of County Commissioners. The Lea County Board of County Commissioners review board/committee appointments at their first meeting of the year. <p align="center">See Next Page</p>		
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____ <small>If checked, how many:</small>	See Additional Summary Attached <input checked="" type="checkbox"/>	
SUBMITTER'S RECOMMENDATION(S): Reappoint, Replace or Confirm Appointments to the Lea County Planning & Zoning Board	Submitter's Signature Department Director, Etc. 	
FINANCE REVIEW Fiscal Impact/Cost: ByPass Finance Review	Reviewed by Finance Director ByPass Finance Review Digitally signed by ByPass Finance Review Date: 2021.07.20 09:51:09 -05'00'	
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney	
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda Digitally signed by Michael P. Gallagher II Date: 2021.07.20 09:51:24 -05'00'	
Item No. <u>0104</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN		
Approved: _____ Resolution No. <u>21-JUL-131R</u> Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____	Other: _____ Ordinance No. _____ Comments: _____

Summary Form Continued...

The Lea County Board of County Commissioners approved Lea County Resolution No. 21-JAN-009R on January 14, 2021 Approving/Confirming Appointment(s) to the Lea County Planning & Zoning Board.

The Lea County Board of County Commissioners postponed Lea County Resolution No. 21-FEB-028R on February 4, 2021 Approving/Confirming Appointment(s) to the Lea County Planning & Zoning Board.

The Lea County Board of County Commissioners approved Lea County Resolution No. 21-MAR-048R on March 4, 2021 Approving/Confirming Appointment(s) to the Lea County Planning & Zoning Board.

On May 10, 2021, District 2 Member Michael Arnold, resigned from the Lea County Planning and Zoning Board leaving a vacancy.

The Lea County Board of County Commissioners postponed Lea County Resolution No. 21-MAY-098R on May 20, 2021 Approving/Confirming Appointment(s) to the Lea County Planning & Zoning Board.

The Lea County Board of County Commissioners postponed Lea County Resolution No. 21-JUN-118R on June 10, 2021 Approving/Confirming Appointment(s) to the Lea County Planning & Zoning Board.

There is currently a need to fill vacancies to the Lea County Planning and Zoning Board.

Lea County Planning and Zoning Board

District 1: Kay Hardin (Term 01/01/2020 - 12/31/2021)
District 2: Replace Michael Arnold with _____ For Term of 01/01/2020 - 12/31/2021
District 3: Jeremy Baker (Term 01/01/2021 - 12/31/2022)
District 4: Dickie Wall (Term of 01/01/2021 - 12/31/2022)
District 5: Daniel Johncox (Term 01/01/2020 - 12/31/2021)

Hobbs ETZ: Ben Donahue (Term 01/01/2021 - 12/31/2022)

Lovington ETZ: Blake Ovard (Term 01/01/2021 - 12/31/2022)

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-131R

**A RESOLUTION APPROVING/CONFIRMING APPOINTMENT(S) TO THE
LEA COUNTY PLANNING & ZONING BOARD**

WHEREAS, the Lea County Board of County Commissioners created the Lea County Planning and Zoning Board; *and*

WHEREAS, the Lea County Planning and Zoning Board is comprised of seven members; one member from each Commission District, one member from the Hobbs Extraterritorial Zoning Board, one member from the Lovington Extraterritorial Zoning Board and approved by the Lea County Board of County Commissioners; *and*

WHEREAS, the Lea County Board of County Commissioners review board/committee appointments at their first meeting of the year; *and*

WHEREAS, the Lea County Board of County Commissioners approved Lea County Resolution No. 21-JAN-009R on January 14, 2021 Approving/Confirming Appointment(s) to the Lea County Planning & Zoning Board; *and*

WHEREAS, the Lea County Board of County Commissioners postponed Lea County Resolution No. 21-FEB-028R on February 4, 2021 Approving/Confirming Appointment(s) to the Lea County Planning & Zoning Board; *and*

WHEREAS, the Lea County Board of County Commissioners approved Lea County Resolution No. 21-MAR-048R on March 4, 2021 Approving/Confirming Appointment(s) to the Lea County Planning & Zoning Board; *and*

WHEREAS, on May 10, 2021, District 2 Member Michael Arnold, resigned from the Lea County Planning & Zoning Board leaving a vacancy; *and*

WHEREAS, the Lea County Board of County Commissioners postponed Lea County Resolution No. 21-MAY-098R on May 20, 2021 Approving/Confirming Appointment(s) to the Lea County Planning & Zoning Board; *and*

WHEREAS, the Lea County Board of County Commissioners postponed Lea County Resolution No. 21-JUN-118R on June 10, 2021 Approving/Confirming Appointment(s) to the Lea County Planning & Zoning Board; *and*

WHEREAS, there is currently a need to fill vacancies to the Lea County Planning and Zoning Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lea County that the following individuals be appointed, re-appointed or confirmed to the Lea County Planning and Zoning Board:

Lea County Planning and Zoning Board

District 1:	Kay Hardin (Term 01/01/2020 - 12/31/2021)
District 2:	Replace Michael Arnold with _____ For Term of 01/01/2020 - 12/31/2021

District 3: Jeremy Baker (Term 01/01/2021 - 12/31/2022)
District 4: Dickie Wall (Term of 01/01/2021 - 12/31/2022)
District 5: Daniel Johncox (Term 01/01/2020 - 12/31/2021)

Hobbs ETZ: Ben Donahue (Term 01/01/2021 - 12/31/2022)
Lovington ETZ: Blake Ovard (Term 01/01/2021 - 12/31/2022)

PASSED AND APPROVED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney



Consideration of Lea County Resolution No. 21-JUL-132R Opposing the United States Federal Government's 30 X 30 Land Initiative

6/24/2021 U.S. Department of the Interior

America the Beautiful | U.S. Department of the Interior

America the Beautiful

Our Work to Conserve at Least 30% of Lands and Waters by 2030

At the Department of the Interior, we are committed to the well-being, and prosperity of the people of the Great Plains and the Southwest and beyond, our nation, want to be.

Our communities deserve free, clean, and dependable economies, and change is putting everything

<https://www.doi.gov/priorities/america-the-beautiful>

CONSERVING AND RESTORING AMERICA THE BEAUTIFUL

2021

A preliminary report to the Nation recommending a ten-year, locally led effort to restore the lands and waters upon which we all depend that bind us together

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-132R

A RESOLUTION OPPOSING THE UNITED STATES FEDERAL GOVERNMENT'S 30 X 30 LAND INITIATIVE

WHEREAS, Lea County is a political subdivision of the State of New Mexico; and

WHEREAS, Lea County consists of approximately 2,811,494 acres; and

WHEREAS, the Federal government owns approximately 15% of the land within Lea County, and the Bureau of Land Management is responsible for managing over 422,842 acres of lands within Lea County; and

WHEREAS, State of New Mexico Trust Lands make up approximately 33.4% or 939,459 acres within Lea County; and

WHEREAS, designating lands as wilderness does not assure their preservation. Left in an undisturbed or natural state, these lands are highly susceptible to wildland wildfires, insect infestation, and disease, all of which degrade the natural and human environment; and

WHEREAS, because of the vast quantity of government owned lands in Lea County, the well-being, health, safety, welfare, economic condition, and culture of the County, its businesses, and its citizens depend on the manner in which these lands and their resources are used as well as the public right of access to these lands; and

WHEREAS, many of Lea County's businesses and its citizens are involved in or otherwise depend on industries that utilize Federal lands and their resources, including the oil and gas industry, livestock grazing, mining and mineral development, recreational industries, hunting, and other outdoor recreation; and

WHEREAS, these industries or activities are important components of the New Mexico economy, and are major contributors to the economic and social wellbeing of Lea County and its citizens; and

WHEREAS, on January 27, 2021, President Joseph R. Biden issued Executive Order 14008 entitled *Tackling the Climate Crisis at Home and Abroad* (86 Fed. Reg. 7,619); and

WHEREAS, in Section 216 of Executive Order 14008, President Biden directed the Secretary of the Interior, in consultation with the Secretary of Agriculture and other senior officials, to develop a program to conserve at least 30 percent of the lands and waters in the United States by 2030, which is called the "30 x 30" program; and

WHEREAS, under the 30x30 program, some 680 million acres of our Nation's lands would be set aside and permanently preserved in its natural state, preventing the productive use of these lands and their resources; and

Resolution No. 21-JUL-132R
LCBCC Regular Meeting 07-22-2021
Page 1 of 3

Federal Register / Vol. 86, No. 19 / Monday, February 1, 2021 / Presidential Documents

Presidential Documents

Executive Order 14008 of January 27, 2021

Tackling the Climate Crisis at Home and Abroad

The United States and the world face a profound climate crisis. We have a narrow moment to pursue action at home and abroad in order to avoid the most catastrophic impacts of that crisis and to seize the opportunity that tackling climate change presents. Domestic action must go hand in hand with United States international leadership, aimed at significantly enhancing global action. Together, we must listen to science and meet the moment.

By the authority vested in me as President by the Constitution and the laws of the United States of America, it is hereby ordered as follows:

PART I—PUTTING THE CLIMATE CRISIS AT THE CENTER OF UNITED STATES FOREIGN POLICY AND NATIONAL SECURITY

Section 101. Policy. United States international engagement to address climate change—which has become a climate crisis—is more necessary and urgent than ever. The scientific community has made clear that the scale and speed of necessary action is greater than previously believed. There is little time left to avoid setting the world on a dangerous, potentially catastrophic, climate trajectory. Responding to the climate crisis will require both significant short-term global reductions in greenhouse gas emissions and not-zero global emissions by mid-century or before.

It is the policy of my Administration that climate considerations shall be an essential element of United States foreign policy and national security. The United States will work with other countries and partners, both bilaterally and multilaterally, to put the world on a sustainable path. The United States will also move quickly to build resilience to the impacts of climate change, against the impacts of climate change.

Section 102. Purpose. This order is already taken to ensure that United States foreign policy and national security instruments—and budgetary objectives (a safe and sound fiscal and climate-resilient path to promote a just transition to a net-zero economy)—are making an early lead in making a positive contribution to the Conference of the Parties to the Paris Agreement.

United States will continue to begin with the numbers of that the United States will have an energy transition with the objective of financing, nature and ecosystems.

Help us fight the 30 x 30 Land Grab

You can download the guide online at: <https://fightthe30x30.amecanatewatch.com/download>

What is 30 x 30?

The 30 x 30 program is a plan advanced by radical environmental activists to permanently protect 30% of America's land and oceans by 2030. The program was adopted by the Biden Administration through Executive Order 14008, "Tackling the Climate Crisis at Home and Abroad" (86 Fed. Reg. 7,619), signed January 27, 2021.

Proponents argue climate impacts are human-caused, and permanently preserving 30 percent of America's land and oceans is necessary to reverse climate change. This action must be taken immediately, they claim, to avoid impacts on the ecosystem and wildlife. However, the science and data do not justify these extreme policy measures.

30 x 30 is an unconstitutional policy shift, moving us from a nation founded on private property principles to one controlled by the administrative state.

Learn more about this agenda and what you can do to protect your land and community.

**Thursday
July 22, 2021
at 6:00 p.m.**

Troy Harris Center
201 S. Main Street
Lovington, New Mexico

Invited by:
Lea County Commissioners
Dean Jackson & Patrick Sims

Attention Lea County Land Owners!

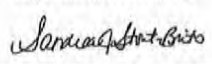
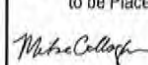


**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net
& cc the Executive Coordinator sstout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 07/20/2021	SUBMITTED BY Name, Title, Dept: Vice Chair Dean Jackson, Commissioner - District 1
SUBJECT: Oppose the United States Federal Government's 30 x 30 Land Initiative	ATTACHMENT(S): Resolution
NO. OF ORIGINALS FOR SIGNATURE: 1 Resolution	ACTION REQUESTED: Action Item
BUDGET LINE ITEM NUMBER: N/A	FISCAL BUDGET YEAR: N/A
STRATEGIC PLAN Implementation of 5 Year Strategic Plan: Section 1: Lea County shall be results-oriented, accountable to the public, with professional and regional leadership focused on economic vitality, healthy lifestyles, quality of life, and safety of the community.	
SUMMARY: On January 27, 2021, President Joseph R. Biden issued Executive Order 14008 entitled <i>Tackling the Climate Crisis at Home and Abroad</i> (86 Fed. Reg. 7,619). In Section 216 of Executive Order 14008, President Biden directed the Secretary of the Interior, in consultation with the Secretary of Agriculture and other senior officials, to develop a program to conserve at least 30 percent of the lands and waters in the United States by 2030, which is called the "30 x 30" program. See Next Page	
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____ <small>If checked, how many:</small>	See Additional Summary Attached <input checked="" type="checkbox"/>
SUBMITTER'S RECOMMENDATION(S): Review and approve resolution.	Submitter's Signature Department Director, Etc. 
FINANCE REVIEW Fiscal Impact/Cost:	Reviewed by Finance Director
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda  <small>Digitally signed by Michael P. Gallagher II Date: 2021.07.20 09:51:24 -0600</small>
Item No. 0105 RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN	
Approved: _____ Resolution No. <u>21-JUL-132R</u> Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____ Other: _____ Ordinance No. _____ Comments: _____

Summary Form Continued...

1. The Board opposes the 30 x 30 program, including its objective of permanently preserving 30 percent of the Nation's lands in its natural state by 2030, or any similar program that will set aside and prevent the productive use of millions of acres of our lands.

2. The Board further opposes the designation of lands whether private lands or government lands, in Lea County as wilderness, wilderness study areas, wildlife preserves, open space, or other conservation land, thereby restricting public access to such lands and preventing the development and productive use of the resources on or within such lands.

3. The Board supports the continued private ownership of land in the County, recognizing the Nation's need for domestic sources of minerals, energy, timber, food, and fiber.

4. The Board recognizes and supports the State of New Mexico's water rights system, and other state laws and programs governing water rights and water use and opposes any federal designation of waters and watercourses within the County that would impair or restrict water diversions and uses authorized under New Mexico law.

5. The Board supports reasonable national, regional, and global greenhouse gas emissions policies and goals that are comprehensive, practical, cost-effective, and do not unnecessarily single out specific industries or activities but opposes the use of global climate change as an excuse to set aside large tracts of land as preserves or open space to fulfill the 30 x 30 program's objectives.

6. The Board also maintains that any lands or other rights that are acquired to fulfill the 30 x 30 program's objectives should be acquired only from willing landowners and for the payment full and fair market value for all rights and interests acquired, and not through regulatory compulsion, and only after analyzing and considering the impacts of such land acquisitions on the well-being, health, safety, welfare, economy, and culture of Lea County, its businesses, and its citizens.

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-132R

A RESOLUTION OPPOSING THE UNITED STATES FEDERAL GOVERNMENT'S
30 X 30 LAND INITIATIVE

WHEREAS, Lea County is a political subdivision of the State of New Mexico; *and*

WHEREAS, Lea County consists of approximately 2,811,494 acres; *and*

WHEREAS, the Federal government owns approximately 15% of the land within Lea County, and the Bureau of Land Management is responsible for managing over 422,842 acres of lands within Lea County; *and*

WHEREAS, State of New Mexico Trust Lands make up approximately 33.4% or 939,459 acres within Lea County; *and*

WHEREAS, designating lands as wilderness does not assure their preservation. Left in an undisturbed or natural state, these lands are highly susceptible to wildland wildfires, insect infestation, and disease, all of which degrade the natural and human environment; *and*

WHEREAS, because of the vast quantity of government owned lands in Lea County, the well-being, health, safety, welfare, economic condition, and culture of the County, its businesses, and its citizens depend on the manner in which these lands and their resources are used as well as the public right of access to these lands; *and*

WHEREAS, many of Lea County's businesses and its citizens are involved in or otherwise depend on industries that utilize Federal lands and their resources, including the oil and gas industry, livestock grazing, mining and mineral development, recreational industries, hunting, and other outdoor recreation; *and*

WHEREAS, these industries or activities are important components of the New Mexico economy, and are major contributors to the economic and social wellbeing of Lea County and its citizens; *and*

WHEREAS, on January 27, 2021, President Joseph R. Biden issued Executive Order 14008 entitled *Tackling the Climate Crisis at Home and Abroad* (86 Fed. Reg. 7,619); *and*

WHEREAS, in Section 216 of Executive Order 14008, President Biden directed the Secretary of the Interior, in consultation with the Secretary of Agriculture and other senior officials, to develop a program to conserve at least 30 percent of the lands and waters in the United States by 2030, which is called the "30 x 30" program; *and*

WHEREAS, under the 30x30 program, some 680 million acres of our Nation's lands would be set aside and permanently preserved in its natural state, preventing the productive use of these lands and their resources; *and*

WHEREAS, there is no constitutional or statutory authority for the President, the Department of the Interior, the Department of Agriculture, or any other federal agency to set aside and permanently preserve 30 percent of all land and water in the United States, and no such authority is referenced in Executive Order 14008; *and*

WHEREAS, creating additional federal lands by placing private lands into permanent conservation status will cause dramatic and irreversible harm to the economies of many states, including New Mexico, and in particular rural counties such as Lea County whose citizens depend on private lands for their livelihoods; *and*

WHEREAS, the 30 x 30 program, if implemented, will conflict with the plans, policies and programs of Lea County as specified in Lea County's Comprehensive Plan; *and*

WHEREAS, Executive Order 14008 at 216(a) directs the Secretary of the Interior, in consultation with other relevant federal agencies to "submit a report to the Task Force within 90 days of the date of this order recommending steps that the United States should take, working with State, local, Tribal, and territorial governments, agricultural and forest landowners, fishermen, and other key stakeholders, to achieve the goal of conserving at least 30 percent of our lands and waters by 2030."

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County as follows:

1. The Board opposes the 30 x 30 program, including its objective of permanently preserving 30 percent of the Nation's lands in its natural state by 2030, or any similar program that will set aside and prevent the productive use of millions of acres of our lands.

2. The Board further opposes the designation of lands whether private lands or government lands, in Lea County as wilderness, wilderness study areas, wildlife preserves, open space, or other conservation land, thereby restricting public access to such lands and preventing the development and productive use of the resources on or within such lands.

3. The Board supports the continued private ownership of land in the County, recognizing the Nation's need for domestic sources of minerals, energy, timber, food, and fiber.

4. The Board recognizes and supports the State of New Mexico's water rights system, and other state laws and programs governing water rights and water use and opposes any federal designation of waters and watercourses within the County that would impair or restrict water diversions and uses authorized under New Mexico law.

5. The Board supports reasonable national, regional, and global greenhouse gas emissions policies and goals that are comprehensive, practical, cost-effective, and do not unnecessarily single out specific industries or activities but opposes the use of global climate change as an excuse to set aside large tracts of land as preserves or open space to fulfill the 30 x 30 program's objectives.

6. The Board also maintains that any lands or other rights that are acquired to fulfill the 30 x 30 program's objectives should be acquired only from willing landowners and for the payment full and fair market value for all rights and interests acquired, and not through regulatory compulsion, and only after analyzing and considering the impacts of such land acquisitions on the well-being, health, safety, welfare, economy, and culture of Lea County, its businesses, and its citizens.

BE IT FURTHER RESOLVED that the Commission shall send a copy of this Resolution to the Department of Interior and all other relevant Federal and State agencies.

PASSED, APPROVED AND ADOPTED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

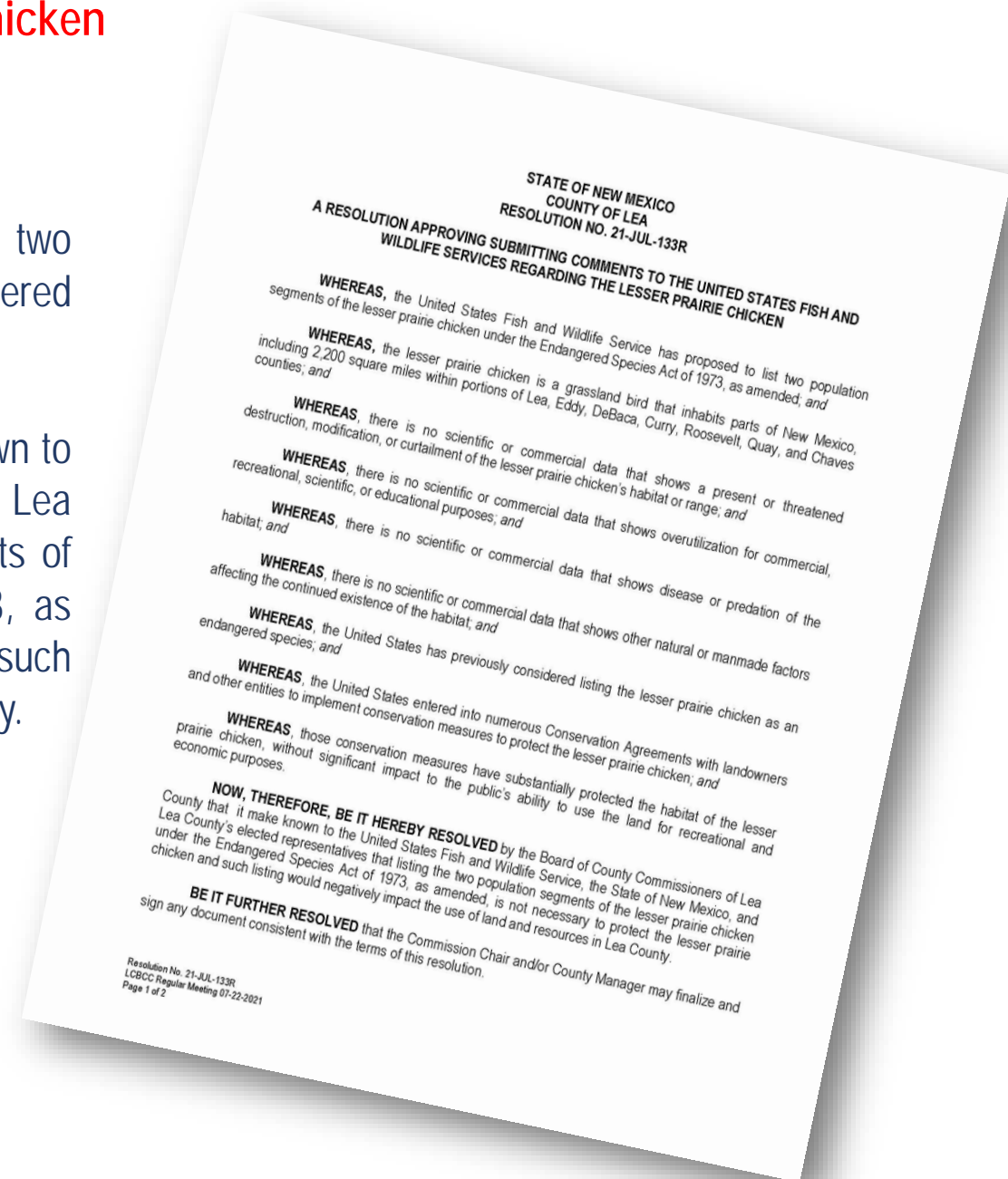
John W. Caldwell, County Attorney



Consideration of Lea County Resolution No. 21-JUL-133R Approving Submitting Comments to the United States Fish and Wildlife Services Regarding the Lesser Prairie Chicken

The United States Fish and Wildlife Service has proposed to list two population segments of the lesser prairie chicken under the Endangered Species Act of 1973, as amended.

The Board of County Commissioners of Lea County wishes to make known to the United States Fish and Wildlife Service, the State of New Mexico, and Lea County's elected representatives that listing the two population segments of the lesser prairie chicken under the Endangered Species Act of 1973, as amended, is not necessary to protect the lesser prairie chicken and such listing would negatively impact the use of land and resources in Lea County.





LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 07/20/2021		SUBMITTED BY Name, Title, Dept: Chair Rebecca Long, Commissioner - District 2	
SUBJECT: Submit Comments to the United States Fish and Wildlife Services Regarding the Lesser Prairie Chicken		ATTACHMENT(S): Resolution	
NO. OF ORIGINALS FOR SIGNATURE: 1 Resolution		ACTION REQUESTED: Action Item	
BUDGET LINE ITEM NUMBER: N/A		FISCAL BUDGET YEAR: N/A	
STRATEGIC PLAN Implementation of 5 Year Strategic Plan: Section 1: Lea County shall be results-oriented, accountable to the public, with professional and regional leadership focused on economic vitality, healthy lifestyles, quality of life, and safety of the community.			
SUMMARY: The United States Fish and Wildlife Service has proposed to list two population segments of the lesser prairie chicken under the Endangered Species Act of 1973, as amended. The Board of County Commissioners of Lea County wishes to makes known to the United States Fish and Wildlife Service, the State of New Mexico, and Lea County's elected representatives that listing the two population segments of the lesser prairie chicken under the Endangered Species Act of 1973, as amended, is not necessary to protect the lesser prairie chicken and such listing would negatively impact the use of land and resources in Lea County.			
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> If checked, how many: Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other:		See Additional Summary Attached <input type="checkbox"/>	
SUBMITTER'S RECOMMENDATION(S): Review & approve resolution.		Submitter's Signature Department Director, Etc. 	
FINANCE REVIEW Fiscal Impact/Cost:		Reviewed by Finance Director	
LEGAL REVIEW: (Note: Travel does not need legal review)		Reviewed by County Attorney	
COUNTY MANAGER REVIEW:		Approved by County Manager to be Placed on Agenda Digitally signed by Michael P. Gallagher II Date: 2021.07.20 09:51:24 -0600	
Item No. 0106 RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN			
Approved: _____ Resolution No. <u>21-JUL-133R</u> Continued To: _____		Denied: _____ Policy No. _____ Referred To: _____	
		Other: _____ Ordinance No. _____ Comments: _____	

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-133R

**A RESOLUTION APPROVING SUBMITTING COMMENTS TO THE UNITED STATES FISH AND
WILDLIFE SERVICES REGARDING THE LESSER PRAIRIE CHICKEN**

WHEREAS, the United States Fish and Wildlife Service has proposed to list two population segments of the lesser prairie chicken under the Endangered Species Act of 1973, as amended; *and*

WHEREAS, the lesser prairie chicken is a grassland bird that inhabits parts of New Mexico, including 2,200 square miles within portions of Lea, Eddy, DeBaca, Curry, Roosevelt, Quay, and Chaves counties; *and*

WHEREAS, there is no scientific or commercial data that shows a present or threatened destruction, modification, or curtailment of the lesser prairie chicken's habitat or range; *and*

WHEREAS, there is no scientific or commercial data that shows overutilization for commercial, recreational, scientific, or educational purposes; *and*

WHEREAS, there is no scientific or commercial data that shows disease or predation of the habitat; *and*

WHEREAS, there is no scientific or commercial data that shows other natural or manmade factors affecting the continued existence of the habitat; *and*

WHEREAS, the United States has previously considered listing the lesser prairie chicken as an endangered species; *and*

WHEREAS, the United States entered into numerous Conservation Agreements with landowners and other entities to implement conservation measures to protect the lesser prairie chicken; *and*

WHEREAS, those conservation measures have substantially protected the habitat of the lesser prairie chicken, without significant impact to the public's ability to use the land for recreational and economic purposes.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that it make known to the United States Fish and Wildlife Service, the State of New Mexico, and Lea County's elected representatives that listing the two population segments of the lesser prairie chicken under the Endangered Species Act of 1973, as amended, is not necessary to protect the lesser prairie chicken and such listing would negatively impact the use of land and resources in Lea County.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any document consistent with the terms of this resolution.

PASSED, APPROVED AND ADOPTED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
 Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

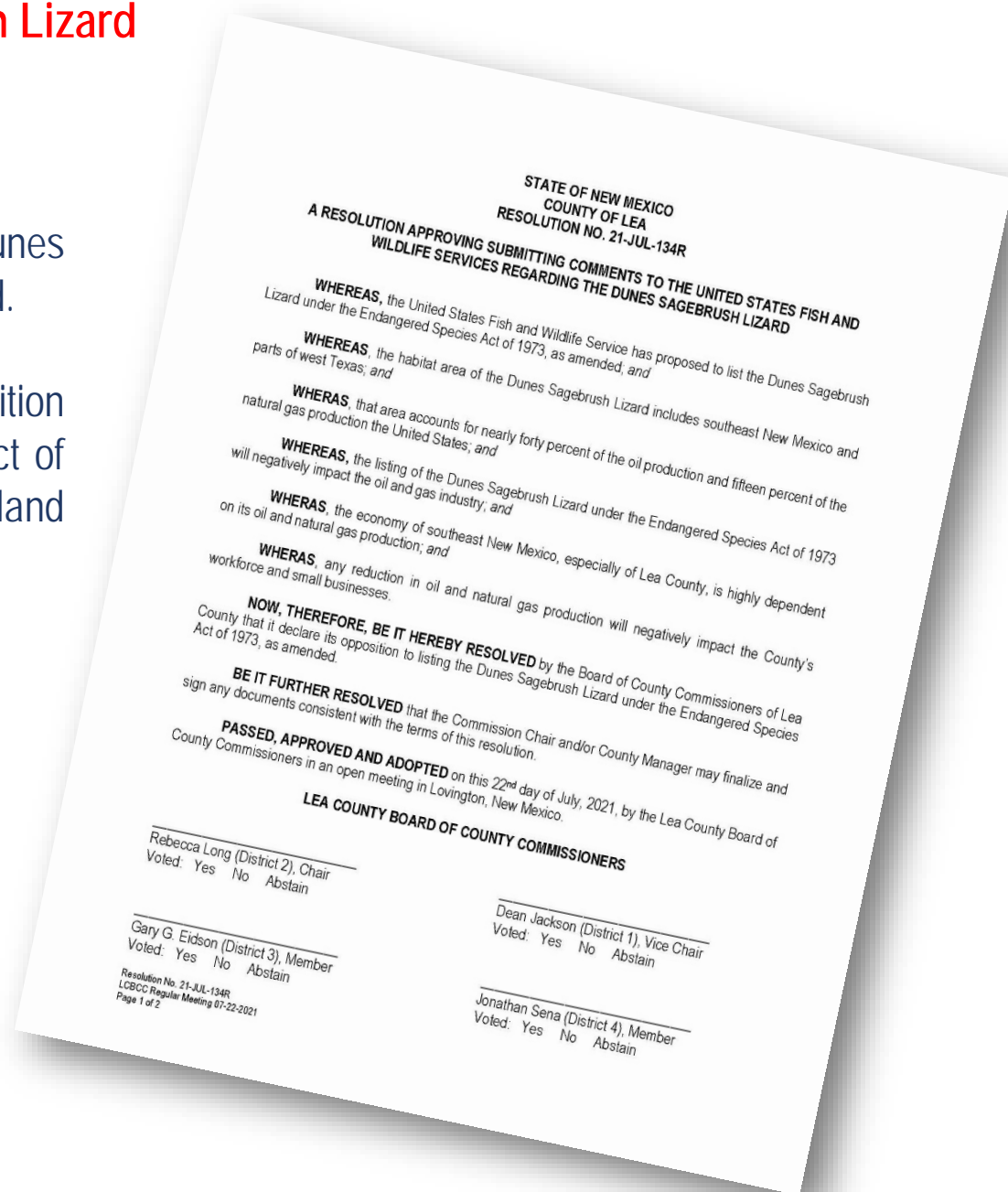
John W. Caldwell, County Attorney



Consideration of Lea County Resolution No. 21-JUL-134R Approving Submitting Comments to the United States Fish and Wildlife Services Regarding the Dunes Sagebrush Lizard

The United States Fish and Wildlife Service has proposed to list the Dunes Sagebrush Lizard under the Endangered Species Act of 1973, as amended.

The Board of County Commissioners of Lea County declares their opposition to listing the Dunes Sagebrush Lizard under the Endangered Species Act of 1973, as amended, and such listing would negatively impact the use of land and resources in Lea County.



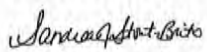
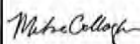


**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net
& cc the Executive Coordinator ssout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 07/20/2021	SUBMITTED BY Name, Title, Dept: Chair Rebecca Long, Commissioner - District 2	
SUBJECT: Submit Comments to the United States Fish and Wildlife Services Regarding the Dunes Sagebrush Lizard	ATTACHMENT(S): Resolution	
NO. OF ORIGINALS FOR SIGNATURE: 1 Resolution	ACTION REQUESTED: Action Item	
BUDGET LINE ITEM NUMBER: N/A	FISCAL BUDGET YEAR: N/A	
STRATEGIC PLAN Implementation of 5 Year Strategic Plan: Section 1: Lea County shall be results-oriented, accountable to the public, with professional and regional leadership focused on economic vitality, healthy lifestyles, quality of life, and safety of the community.		
SUMMARY: The United States Fish and Wildlife Service has proposed to list the Dunes Sagebrush Lizard under the Endangered Species Act of 1973, as amended. The Board of County Commissioners of Lea County declares their opposition to listing the Dunes Sagebrush Lizard under the Endangered Species Act of 1973, as amended, and such listing would negatively impact the use of land and resources in Lea County.		
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____ <small>If checked, how many:</small>	See Additional Summary Attached <input type="checkbox"/>	
SUBMITTER'S RECOMMENDATION(S): Review & approve resolution.	Submitter's Signature Department Director, Etc. 	
FINANCE REVIEW Fiscal Impact/Cost:	Reviewed by Finance Director	
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney	
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda  <small>Digitally signed by Michael P. Gallagher II Date: 2021.07.20 09:51:24 -0500</small>	
Item No. <u>0107</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN		
Approved: _____ Resolution No. <u>21-JUL-134R</u> Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____	Other: _____ Ordinance No. _____ Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-134R

**A RESOLUTION APPROVING SUBMITTING COMMENTS TO THE UNITED STATES FISH AND
WILDLIFE SERVICES REGARDING THE DUNES SAGEBRUSH LIZARD**

WHEREAS, the United States Fish and Wildlife Service has proposed to list the Dunes Sagebrush Lizard under the Endangered Species Act of 1973, as amended; *and*

WHEREAS, the habitat area of the Dunes Sagebrush Lizard includes southeast New Mexico and parts of west Texas; *and*

WHEREAS, that area accounts for nearly forty percent of the oil production and fifteen percent of the natural gas production the United States; *and*

WHEREAS, the listing of the Dunes Sagebrush Lizard under the Endangered Species Act of 1973 will negatively impact the oil and gas industry; *and*

WHEREAS, the economy of southeast New Mexico, especially of Lea County, is highly dependent on its oil and natural gas production; *and*

WHEREAS, any reduction in oil and natural gas production will negatively impact the County's workforce and small businesses.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that it declare its opposition to listing the Dunes Sagebrush Lizard under the Endangered Species Act of 1973, as amended.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any documents consistent with the terms of this resolution.

PASSED, APPROVED AND ADOPTED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
 Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney



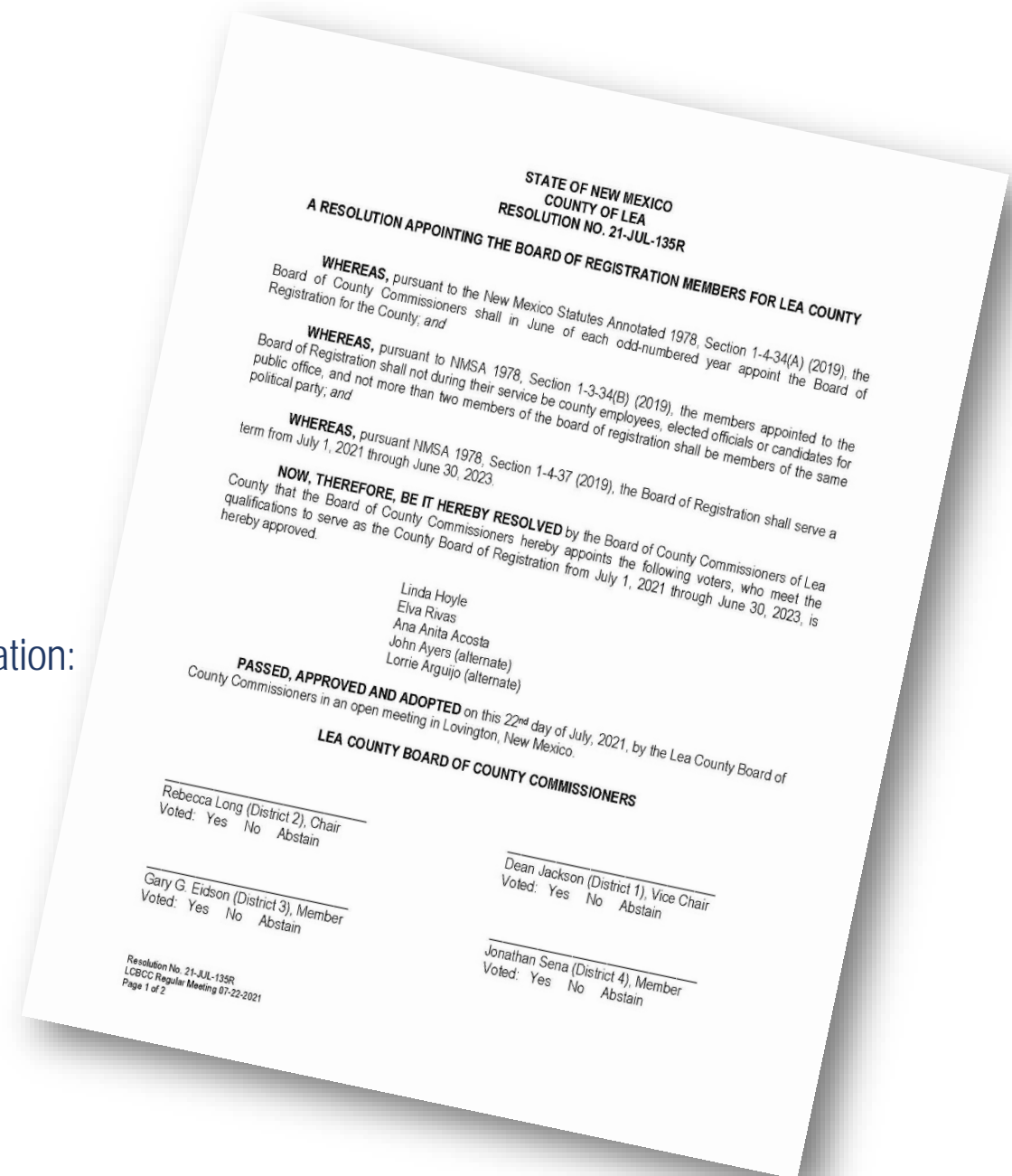
Consideration of Lea County Resolution No. 21-JUL-135R Appointing the Board of Registration Members for Lea County

The following individuals will serve as the board of registration:

1. Linda Hoyle
2. Elva Rivas
3. Ana Anita Acosta

The following individuals will serve as alternates to the board of registration:

1. John Ayers
2. Lorrie Arguijo





**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net
& cc the Executive Coordinator sstout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 06/23/2021	SUBMITTED BY Name, Title, Dept: Tryon Hassen, Chief Deputy Clerk, Lea County Clerk	
SUBJECT: Resolution Appointing the Board of Registration Members for Lea County	ATTACHMENT(S): Statute 1-4-34A, B, 1-4-37A, B & Resolution	
NO. OF ORIGINALS FOR SIGNATURE: 1 Resolution	ACTION REQUESTED: Action Item	
BUDGET LINE ITEM NUMBER: N/A	FISCAL BUDGET YEAR: N/A	
STRATEGIC PLAN Implementation of 5 Year Strategic Plan: New members must be appointed every two years.		
SUMMARY: Approval of recommended Board of Registration Members		
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> If checked, how many: Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other:	See Additional Summary Attached <input type="checkbox"/>	
SUBMITTER'S RECOMMENDATION(S): Approval of Recommended Board of Registration Members.	Submitter's Signature Department Director, Etc. Tryon Hassen Digitally signed by Tryon Hassen Date: 2021.06.23 07:50:22 -06'00'	
FINANCE REVIEW Fiscal Impact/Cost: There is no financial impact to Lea County with this agenda item.	Reviewed by Finance Director Henry C Low Jr Digitally signed by Henry C Low Jr Date: 2021.07.06 13:06:42 -06'00'	
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney	
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda Michael P. Gallagher II Digitally signed by Michael P. Gallagher II Date: 2021.07.20 19:05:58 -06'00'	
Item No. 0201 RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN		
Approved: _____ Resolution No. <u>21-JUL-135R</u> Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____	Other: _____ Ordinance No. _____ Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-135R

A RESOLUTION APPOINTING THE BOARD OF REGISTRATION MEMBERS FOR LEA COUNTY

WHEREAS, pursuant to the New Mexico Statutes Annotated 1978, Section 1-4-34(A) (2019), the Board of County Commissioners shall in June of each odd-numbered year appoint the Board of Registration for the County; *and*

WHEREAS, pursuant to NMSA 1978, Section 1-3-34(B) (2019), the members appointed to the Board of Registration shall not during their service be county employees, elected officials or candidates for public office, and not more than two members of the board of registration shall be members of the same political party; *and*

WHEREAS, pursuant NMSA 1978, Section 1-4-37 (2019), the Board of Registration shall serve a term from July 1, 2021 through June 30, 2023.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that the Board of County Commissioners hereby appoints the following voters, who meet the qualifications to serve as the County Board of Registration from July 1, 2021 through June 30, 2023, is hereby approved.

Linda Hoyle
Elva Rivas
Ana Anita Acosta
John Ayers (alternate)
Lorrie Arguijo (alternate)

PASSED, APPROVED AND ADOPTED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
 Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

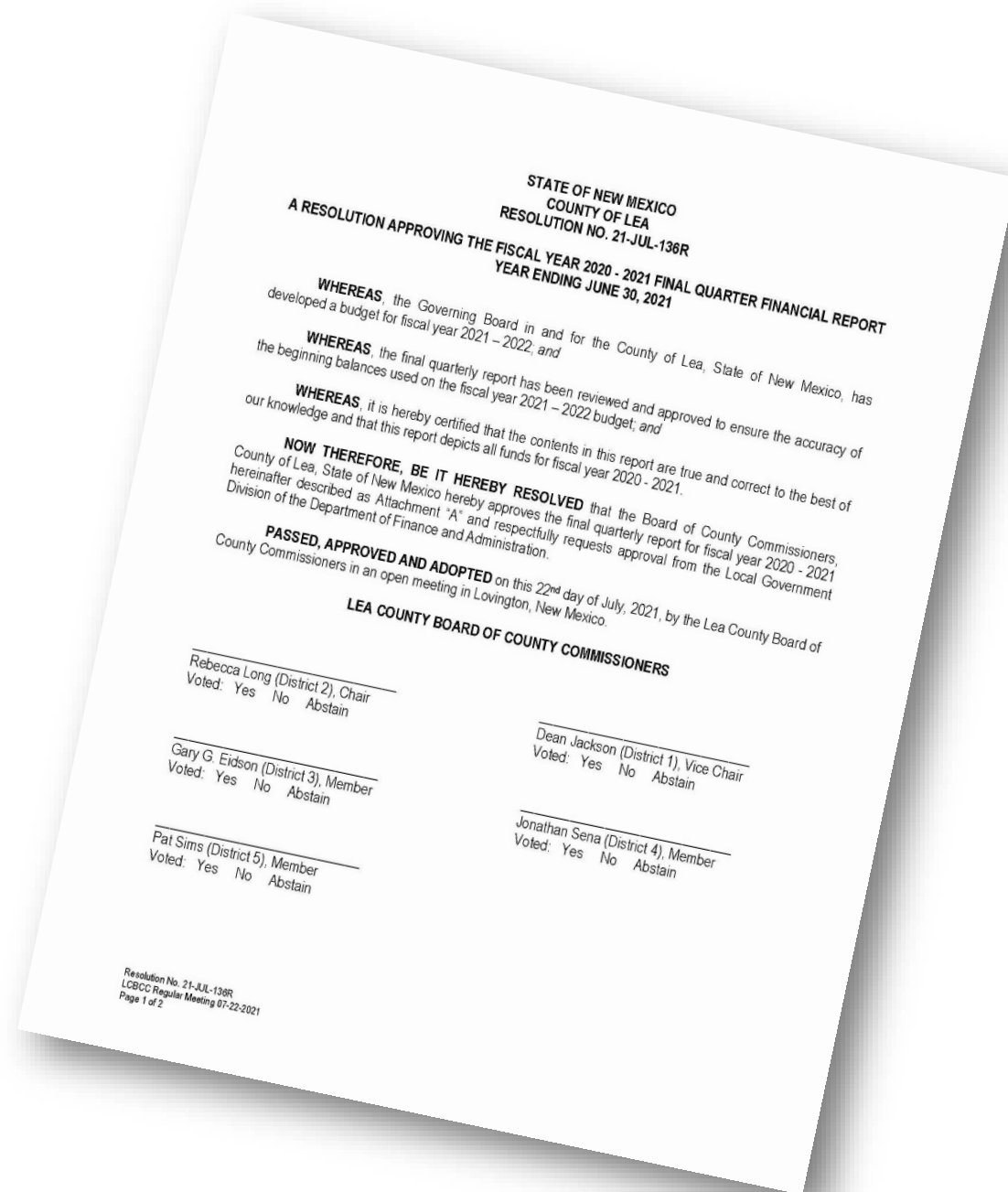
By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney



Consideration of Lea County Resolution No. 21-JUL-136R Approving the 2020 – 2021 Final Quarter Financial Report Year Ending June 30, 2021

Approval of the 4th Quarter Report for FY 20/21





**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net
& cc the Executive Coordinator sstout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 07/14/2021	SUBMITTED BY Name, Title, Dept: Susan Marinovich, Lea County Treasurer	
SUBJECT: FY 20/21 4th Quarter Report	ATTACHMENT(S): FY 20/21 4th Quarter Report	
NO. OF ORIGINALS FOR SIGNATURE: 1 Resolution	ACTION REQUESTED: Action Item	
BUDGET LINE ITEM NUMBER:	FISCAL BUDGET YEAR: 20/21	
STRATEGIC PLAN Implementation of 5 Year Strategic Plan:		
SUMMARY: Approval of the quarterly report for the 4th quarter of FY 20/21		
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> If checked, how many: Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other:	See Additional Summary Attached <input type="checkbox"/>	
SUBMITTER'S RECOMMENDATION(S):	Submitter's Signature Department Director, Etc. Susan Marinovich <small>Digitally signed by Susan Marinovich DN: cn = Susan Marinovich email = s.marinovich@leacounty.net c = US /O = Lea County Treasurer Date: 2021.07.14 12:05:09 -0500</small>	
FINANCE REVIEW Fiscal Impact/Cost: There is no financial impact to Lea County with this agenda item. This report satisfies the annual reporting requirements of the New Mexico Department of Finance and Administration.	Reviewed by Finance Director Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2021.07.15 13:56:17 -0600</small>	
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney	
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda <i>Michael Gallagher</i> <small>Digitally signed by Michael P. Gallagher II Date: 2021.07.20 19:42:20 -0600</small>	
Item No. <u>0202</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN		
Approved: _____ Resolution No. <u>21-JUL-136R</u> Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____	Other: _____ Ordinance No. _____ Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-136R

**A RESOLUTION APPROVING THE FISCAL YEAR 2020 - 2021 FINAL QUARTER FINANCIAL REPORT
YEAR ENDING JUNE 30, 2021**

WHEREAS, the Governing Board in and for the County of Lea, State of New Mexico, has developed a budget for fiscal year 2021 – 2022; *and*

WHEREAS, the final quarterly report has been reviewed and approved to ensure the accuracy of the beginning balances used on the fiscal year 2021 – 2022 budget; *and*

WHEREAS, it is hereby certified that the contents in this report are true and correct to the best of our knowledge and that this report depicts all funds for fiscal year 2020 - 2021.

NOW THEREFORE, BE IT HEREBY RESOLVED that the Board of County Commissioners, County of Lea, State of New Mexico hereby approves the final quarterly report for fiscal year 2020 - 2021 hereinafter described as Attachment "A" and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

PASSED, APPROVED AND ADOPTED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney

EXHIBIT A

**State of New Mexico
Local Government Budget Management System (LGBMS)**

Report Recap - Fiscal Year 2020-2021 - Lea County - FY2021 Q4

Printed from LGBMS on 2021-07-15 13:49:49

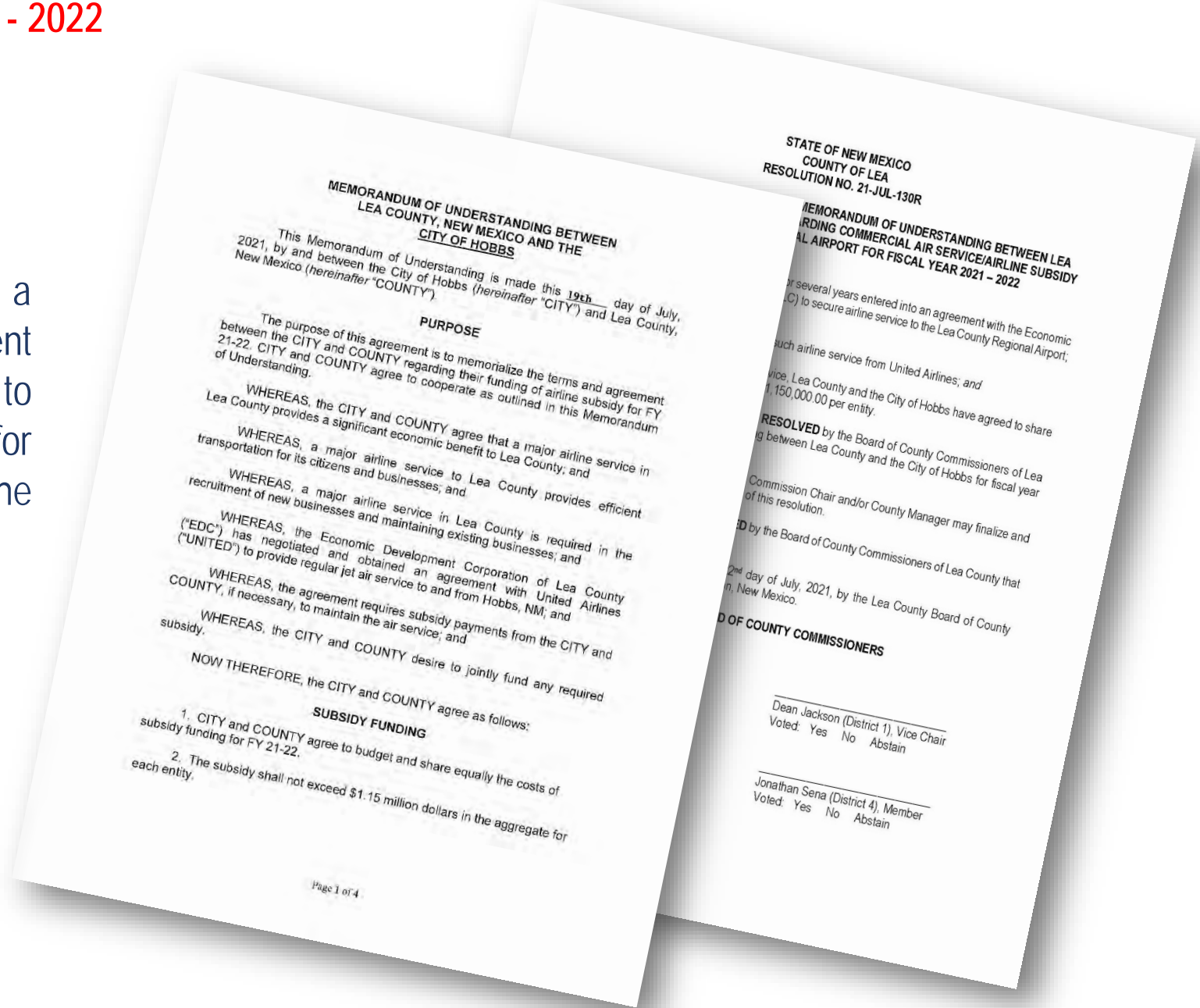
Fund	Cash	Investments	Revenues	Transfers	Expenditures	Adjustments	Balance	Reserves	Adjusted Balance
11000 General Operating Fund	80,455,004.00	22,043,125.00	99,163,740.86	-24,249,382.00	28,266,640.32	1,000,000.00	150,145,847.54	7,066,660.08	143,079,187.46
20100 Corrections	797,711.00	0.00	0.00	-797,711.00	0.00	0.00	0.00	0.00	0.00
20200 Environmental	7,815,925.00	0.00	0.00	-7,815,925.00	0.00	0.00	0.00	0.00	0.00
20300 County Property Valuation	1,164,062.00	0.00	674,837.77	0.00	571,505.38	0.00	1,267,394.39	0.00	1,267,394.39
20400 County Road	1,346,176.00	0.00	2,201,252.17	14,700,000.00	13,415,500.78	0.00	4,831,927.39	1,117,958.40	3,713,968.99
20600 Emergency Medical Services	30,271.00	0.00	5,006.00	0.00	2,524.00	0.00	32,753.00	0.00	32,753.00
20800 Farm & Range	51,839.00	0.00	14,557.81	75,000.00	118,559.96	0.00	22,836.85	0.00	22,836.85
20900 Fire Protection	585,389.00	0.00	354,328.00	270,000.00	518,954.84	0.00	690,762.16	0.00	690,762.16
21100 Law Enforcement Protection	1,450.00	0.00	61,400.00	0.00	60,932.48	0.00	1,917.52	0.00	1,917.52
21700 Recreation	21,438.00	0.00	0.00	0.00	16,449.87	0.00	4,988.13	0.00	4,988.13
21800 Intergovernmental Grants	458,957.00	0.00	2,116,449.45	-1,800.00	2,059,455.82	0.00	514,150.63	0.00	514,150.63
22000 Indigent Fund	105,250.00	0.00	6,711,033.59	3,550,448.00	8,812,540.58	0.00	1,554,191.01	0.00	1,554,191.01
22200 County Fire Gross Receipts Tax	75,283.00	0.00	0.00	-75,283.00	0.00	0.00	0.00	0.00	0.00
22300 DWI Fund	371,875.00	0.00	909,651.34	200,000.00	1,043,456.97	0.00	438,069.37	0.00	438,069.37
22500 Clerks Recording & Filing Fund	121,209.00	0.00	107,262.00	0.00	12,976.75	0.00	215,494.25	0.00	215,494.25
22600 Jail - Detention	504,804.00	0.00	1,654,459.66	7,700,000.00	8,674,486.86	0.00	1,184,776.80	0.00	1,184,776.80
29900 Other Special Revenue	44,870.00	100,145.00	48,275.51	0.00	24,641.77	0.00	168,648.74	0.00	168,648.74
39900 Other Capital Projects	914,944.00	0.00	0.00	5,500,000.00	5,655,940.57	0.00	759,003.43	0.00	759,003.43
40200 GRT Revenue Bond Debt Service	4,955,347.00	0.00	0.00	-4,955,347.00	0.00	0.00	0.00	0.00	0.00

50100 Water Enterprise	342,496.00	0.00	0.00	0.00	1,304.78	0.00	341,191.22	0.00	341,191.22
50400 Airport Enterprise	936,848.00	0.00	2,111,572.96	2,650,000.00	3,893,750.56	0.00	1,804,670.40	0.00	1,804,670.40
51300 Convention/Events Center	97,431.00	0.00	9,763.00	1,050,000.00	611,623.18	0.00	545,570.82	0.00	545,570.82
51500 Fairgrounds	691,948.00	0.00	241,562.88	2,200,000.00	2,039,705.95	0.00	1,093,804.93	0.00	1,093,804.93
79900 Other Trust & Agency	13,047,168.00	1,400,000.00	7,305,403.86	0.00	6,116,495.96	0.00	15,636,075.90	0.00	15,636,075.90
Totals	114,937,695.00	23,543,270.00	123,690,556.86	0.00	81,917,447.38	1,000,000.00	181,254,074.48	8,184,618.48	173,069,456.00



Consideration of Lea County Resolution No. 21-JUL-137R Approving a Memorandum of Understanding between Lea County and the City of Hobbs Regarding Commercial Air Service/Airline Subsidy at the Lea County Regional Airport for Fiscal Year 2021 - 2022

The Memorandum of Understanding is a continuation of the previous agreement between Lea County and the City of Hobbs to share equally the costs of subsidy funding for airline service to the Lea County Airport. The subsidy is capped at \$1.15M for each entity.





**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net
& cc the Executive Coordinator sstout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 07/20/2021		SUBMITTED BY Name, Title, Dept: Michael Gallagher, County Manager	
SUBJECT: Memorandum of Understanding Regarding Airline Subsidy Between Lea County and the City of Hobbs		ATTACHMENT(S): Resolution	
NO. OF ORIGINALS FOR SIGNATURE: 1 Resolution		ACTION REQUESTED: Action Item	
BUDGET LINE ITEM NUMBER: 401-00-2048		FISCAL BUDGET YEAR: FY 2021 - 2022	
STRATEGIC PLAN Implementation of 5 Year Strategic Plan: 3.2 Economic Growth & Vitality 3.4 Quality of Life			
SUMMARY: The Memorandum of Understanding is a continuation of the previous agreement between Lea County and the City of Hobbs to share equally the costs of subsidy funding for airline service to the Lea County Airport. The subsidy is capped at \$1.15M for each entity.			
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> If checked, how many: Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____		See Additional Summary Attached <input type="checkbox"/>	
SUBMITTER'S RECOMMENDATION(S): Review & approve resolution.		Submitter's Signature Department Director, Etc. 	
FINANCE REVIEW Fiscal Impact/Cost:		Reviewed by Finance Director	
LEGAL REVIEW: (Note: Travel does not need legal review)		Reviewed by County Attorney	
COUNTY MANAGER REVIEW:		Approved by County Manager to be Placed on Agenda Digitally signed by Michael P. Gallagher II Date: 2021.07.20 09:51:24 -0600	
Item No. 0203 RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN			
Approved: _____ Resolution No. <u>21-JUL-137R</u> Continued To: _____		Denied: _____ Policy No. _____ Referred To: _____ Other: _____ Ordinance No. _____ Comments: _____	

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-130R

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN LEA
COUNTY AND THE CITY OF HOBBS REGARDING COMMERCIAL AIR SERVICE/AIRLINE SUBSIDY
AT THE LEA COUNTY REGIONAL AIRPORT FOR FISCAL YEAR 2021 – 2022

WHEREAS, Lea County has for several years entered into an agreement with the Economic Development Corporation of Lea County (EDCLC) to secure airline service to the Lea County Regional Airport;
and

WHEREAS, the EDCLC has secured such airline service from United Airlines; *and*

WHEREAS, in order to secure that service, Lea County and the City of Hobbs have agreed to share the costs of an airline subsidy, not to exceed \$1,150,000.00 per entity.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that the Memorandum of Understanding between Lea County and the City of Hobbs for fiscal year 2021 - 2022 is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lea County that the attached minutes are hereby approved.

PASSED AND APPROVED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
 Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney

**MEMORANDUM OF UNDERSTANDING BETWEEN
LEA COUNTY, NEW MEXICO AND THE
CITY OF HOBBS**

This Memorandum of Understanding is made this 19th day of July, 2021, by and between the City of Hobbs (*hereinafter* "CITY") and Lea County, New Mexico (*hereinafter* "COUNTY").

PURPOSE

The purpose of this agreement is to memorialize the terms and agreement between the CITY and COUNTY regarding their funding of airline subsidy for FY 21-22. CITY and COUNTY agree to cooperate as outlined in this Memorandum of Understanding.

WHEREAS, the CITY and COUNTY agree that a major airline service in Lea County provides a significant economic benefit to Lea County; and

WHEREAS, a major airline service to Lea County provides efficient transportation for its citizens and businesses; and

WHEREAS, a major airline service in Lea County is required in the recruitment of new businesses and maintaining existing businesses; and

WHEREAS, the Economic Development Corporation of Lea County ("EDC") has negotiated and obtained an agreement with United Airlines ("UNITED") to provide regular jet air service to and from Hobbs, NM; and

WHEREAS, the agreement requires subsidy payments from the CITY and COUNTY, if necessary, to maintain the air service; and

WHEREAS, the CITY and COUNTY desire to jointly fund any required subsidy.

NOW THEREFORE, the CITY and COUNTY agree as follows:

SUBSIDY FUNDING

1. CITY and COUNTY agree to budget and share equally the costs of subsidy funding for FY 21-22.

2. The subsidy shall not exceed \$1.15 million dollars in the aggregate for each entity.

3. At the conclusion of each quarter, UNITED will provide an accounting to EDC determining subsidy requirements. CITY and COUNTY shall monitor and confirm the subsidy amounts.

4. Each entity shall pay one-half of each of the four (4) quarterly required subsidy payments.

MERGER OF AGREEMENT

This agreement incorporates all agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this Agreement. No prior statements, representations, promises or agreement of understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

SOVEREIGN IMMUNITY

CITY and COUNTY 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 the Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act as it relates to CITY and COUNTY 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 Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to the Agreement to maintain, pursuant to the provisions of the 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 CITY and COUNTY shall maintain liability insurance or qualify as a self-insured entity, as required by law.

TERM

This Memorandum of Understanding shall continue in full force and effect, for the four required quarterly payments to UNITED. Nothing in this agreement guarantees future airline subsidy funding by either entity beyond what this agreement contemplates.

SEVERABILITY

If any provision of this Memorandum of Understanding 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 Understanding 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 agreement after execution may only be made in writing signed by both parties.

GOVERNING LAW

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

EFFECTIVE DATE

This Memorandum of Understanding shall be in full force and effect upon execution and approval of the parties hereto.

ATTEST:

LEA COUNTY, NEW MEXICO

BY: _____
Rebecca Long,
Lea County Chair

Date: _____

ATTEST:

CITY OF HOBBS

BY: _____
Sam Cobb,
Mayor

Date: _____

Approved as to Form:

By: _____
John W. Caldwell
County Attorney

Date: _____

By: _____
Efren A. Cortez
City Attorney

Date: _____

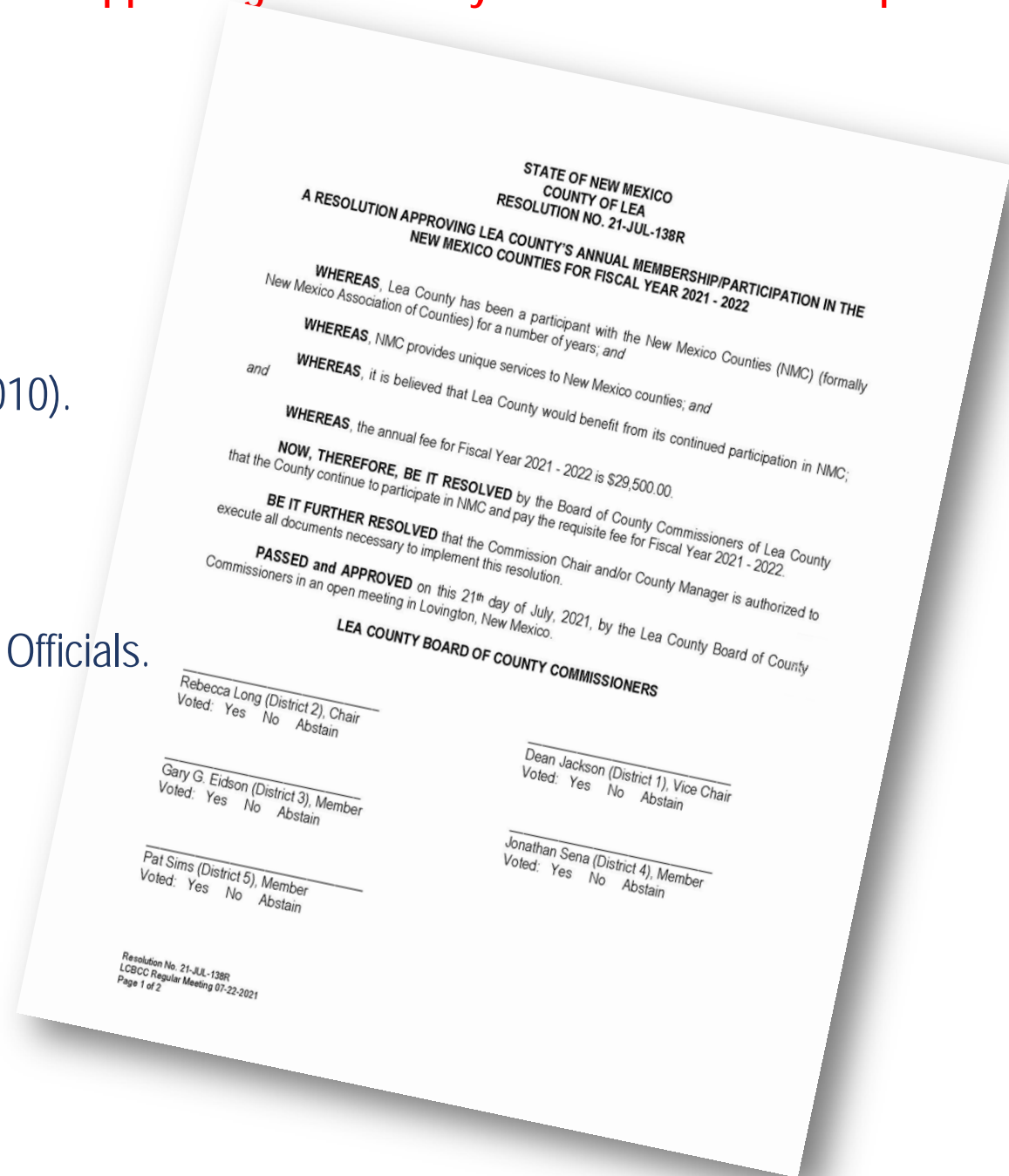


Consideration of Lea County Resolution No. 21-JUL-138R Approving Lea County's Annual Membership in the New Mexico Counties (NMC) for Fiscal Year 2021 - 2022

Lea County's annual NMC membership dues are \$29,500.00.
No increase from 2020 - 2021. (Fees have not been raised since 2010).

Broad Spectrum of Services to County Government:

1. Local, State and Federal Legislative Efforts.
2. Professional Development for County Employees & Elected Officials.
3. Grants & Other Opportunities for Counties.
4. Information & Networking.
5. Risk Management & Loss Prevention Services





**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 07/13/2021	SUBMITTED BY Name, Title, Dept: Chip Low - Finance Director
SUBJECT: FY 2021 - 2022 Membership in the New Mexico Counties Association	ATTACHMENT(S): 1. Resolution 2. Invoice
NO. OF ORIGINALS FOR SIGNATURE: 1 Resolution; 1 Invoice	ACTION REQUESTED: Action Item
BUDGET LINE ITEM NUMBER: 401-00-2069	FISCAL BUDGET YEAR: 2021 - 2022
STRATEGIC PLAN Implementation of 5 Year Strategic Plan: Section 2.1: Collaboration & partnership with local communities, agencies and government entities is essential for success. Section 2.8: Continuous interaction with the State of New Mexico and statewide organizations is required to protect the County's interests.	
SUMMARY: Lea County's annual New Mexico Counties membership dues are \$29,500.00. No increase from 2020 - 2021. (Fees have not been raised since 2010). <u>Broad Spectrum of Services to County Government, Including the Following:</u> 1. Local, State and Federal Legislative Efforts. 2. Professional Development for County Employees & Elected Officials. 3. Grants & Other Opportunities for Counties. 4. Information & Networking	
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____ <small>If checked, how many:</small>	See Additional Summary Attached <input type="checkbox"/>
SUBMITTER'S RECOMMENDATION(S): Recommend approval	Submitter's Signature Department Director, Etc. Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2021.07.13 11:51:18 -06'00'</small>
FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be expenditures from the General Fund of \$29,500.00. Funds are budgeted and available in 401-00-2069.	Reviewed by Finance Director Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2021.07.13 11:52:26 -06'00'</small>
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda <i>Michael Gallagher</i> <small>Digitally signed by Michael P. Gallagher II Date: 2021.07.20 21:38:00 -06'00'</small>
Item No. <u>0204</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN	
Approved: _____ Denied: _____ Other: _____ Resolution No. <u>21-JUL-138R</u> Policy No. _____ Ordinance No. _____ Continued To: _____ Referred To: _____ Comments: _____	

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-138R

A RESOLUTION APPROVING LEA COUNTY'S ANNUAL MEMBERSHIP/PARTICIPATION IN THE
NEW MEXICO COUNTIES FOR FISCAL YEAR 2021 - 2022

WHEREAS, Lea County has been a participant with the New Mexico Counties (NMC) (formally New Mexico Association of Counties) for a number of years; *and*

WHEREAS, NMC provides unique services to New Mexico counties; *and*

WHEREAS, it is believed that Lea County would benefit from its continued participation in NMC;
and

WHEREAS, the annual fee for Fiscal Year 2021 - 2022 is \$29,500.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lea County that the County continue to participate in NMC and pay the requisite fee for Fiscal Year 2021 - 2022.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager is authorized to execute all documents necessary to implement this resolution.

PASSED and APPROVED on this 21th day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

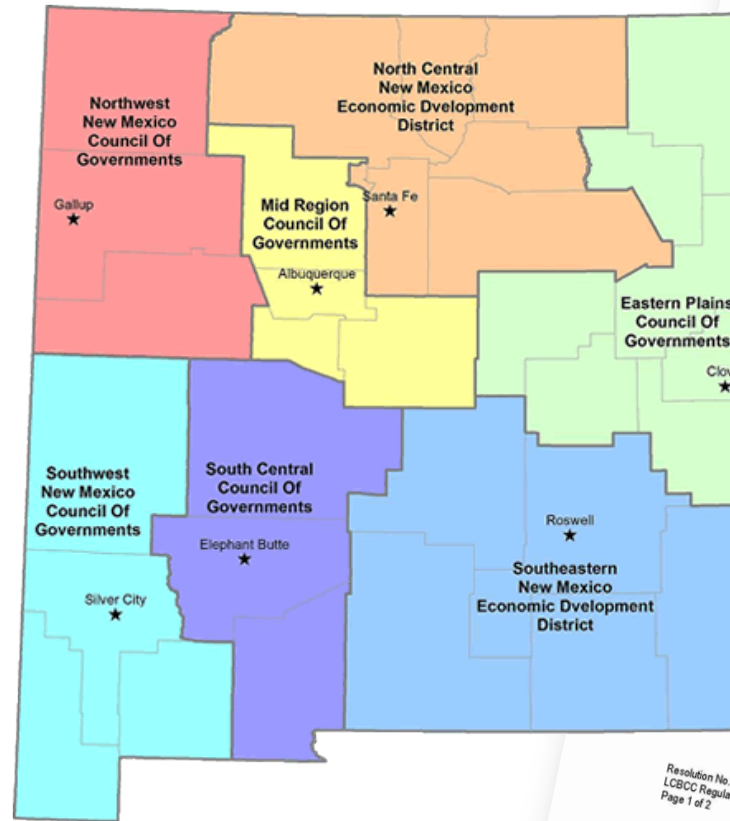
By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney



Consideration of Lea County Resolution No. 21-JUL-139R Approving Lea County's Annual Membership in the Southeastern New Mexico Economic Development District/Council of Governments (SNMEDD/COG) for Fiscal Year 2021 - 2022

Lea County's annual membership contribution for the Southeastern New Mexico Economic Development District Council of Governments for FY 2021 - 2022 is \$8,000.00. This is the same amount from FY 2020 – 2021.



STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-139R
A RESOLUTION APPROVING LEA COUNTY'S ANNUAL MEMBERSHIP IN THE
SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
COUNCIL OF GOVERNMENTS (SNMEDD/COG) FOR FISCAL YEAR 2021 - 2022

WHEREAS, the County of Lea, hereinafter referred to as the County, is a member of and desires the services of the Southeastern New Mexico Economic Development District/Council of Governments; and

WHEREAS, in accordance with Article 58, Section 4-58-1 to 4-58-6 NMSA 1978, an agreement setting forth the terms and conditions of active membership in the Southeastern New Mexico Economic Development District/Council of Governments is required; and

WHEREAS, it is the desire of the County to continue as an active member of the Southeastern New Mexico Economic Development District/Council of Governments.

that: **NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Lea County

1. The Agreement attached to this Resolution expresses the desires and intent of the County.
2. The Agreement attached is hereby ratified and approved and the proper official(s) of the County are hereby authorized and instructed to affix their signature(s) thereto.
3. A copy of this Resolution (together with the referenced Agreement) shall be filed with the State of New Mexico, Department of Finance and Administration, Local Government Division and the Southeastern New Mexico Economic Development District/Council of Governments; and shall be made part of the budget documentation of the County.

PASSED AND APPROVED on this 22nd day of July, 2021, by the Board of County Commissioners of Lea County in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Long (District 2), Chair
es No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain



LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 07/20/2021		SUBMITTED BY Name, Title, Dept: Michael Gallagher, County Manager	
SUBJECT: Southeastern New Mexico Economic Development District Council of Governments 2021 - 2020 Membership		ATTACHMENT(S): Resolution; Agreement; SNMEDD COG Letter; Invoice	
NO. OF ORIGINALS FOR SIGNATURE: 1 Resolution; 1 Agreement; 1 Invoice		ACTION REQUESTED: Action Item	
BUDGET LINE ITEM NUMBER: 401-00-2069		FISCAL BUDGET YEAR: FY 2021 - 2022	
STRATEGIC PLAN Implementation of 5 Year Strategic Plan: Section 2.1: Collaboration & partnership with local communities, agencies and government entities is essential for success. Section 2.8: Continuous interaction with the State of New Mexico and statewide organizations is required to protect the County's interests.			
SUMMARY: Lea County's annual membership contribution for the Southeastern New Mexico Economic Development District/Council of Governments for FY 2021 - 2022 is \$8,000.00. This is the same amount from past 5 years. If Lea County wishes to maintain their membership, the attached agreement and resolution will need to be approved and signed.			
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other:		See Additional Summary Attached <input type="checkbox"/>	
SUBMITTER'S RECOMMENDATION(S): Review & Approve Agreement and Resolution for SNMEDD COG Membership and Dues		Submitter's Signature Department Director, Etc. 	
FINANCE REVIEW Fiscal Impact/Cost:		Reviewed by Finance Director	
LEGAL REVIEW: (Note: Travel does not need legal review)		Reviewed by County Attorney	
COUNTY MANAGER REVIEW:		Approved by County Manager to be Placed on Agenda Digitally signed by Michael P. Gallagher II Date: 2021.07.20 09:51:24 -08'00'	
Item No. <u>0205</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN			
Approved: _____ Resolution No. <u>21-JUL-139R</u> Continued To: _____		Denied: _____ Policy No. _____ Referred To: _____	
		Other: _____ Ordinance No. _____ Comments: _____	

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-139R

**A RESOLUTION APPROVING LEA COUNTY'S ANNUAL MEMBERSHIP IN THE
SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
COUNCIL OF GOVERNMENTS (SNMEDD/COG) FOR FISCAL YEAR 2021 - 2022**

WHEREAS, the County of Lea, hereinafter referred to as the County, is a member of and desires the services of the Southeastern New Mexico Economic Development District/Council of Governments; *and*

WHEREAS, in accordance with Article 58, Section 4-58-1 to 4-58-6 NMSA 1978, an agreement setting forth the terms and conditions of active membership in the Southeastern New Mexico Economic Development District/Council of Governments is required; *and*

WHEREAS, it is the desire of the County to continue as an active member of the Southeastern New Mexico Economic Development District/Council of Governments.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Lea County that:

1. The Agreement attached to this Resolution expresses the desires and intent of the County.
2. The Agreement attached is hereby ratified and approved and the proper official(s) of the County are hereby authorized and instructed to affix their signature(s) thereto.
3. A copy of this Resolution (together with the referenced Agreement) shall be filed with the State of New Mexico, Department of Finance and Administration, Local Government Division and the Southeastern New Mexico Economic Development District/Council of Governments; and shall be made part of the budget documentation of the County.

PASSED AND APPROVED on this 22nd day of July, 2021, by the Board of County Commissioner of Lea County in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
 Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney

AGREEMENT

This Agreement, entered into by and between the Southeastern New Mexico Economic Development District/COG (hereinafter known as the "District") and the County of Lea a member of said District (hereinafter known as the "Member") is as follows:

I. The District agrees to provide the following services to the Member upon request and final approval of the District budget:

- A. Undertake studies, collect data and develop regional plans and programs pertaining to such subjects as human and natural resource development, community facilities and the general improvement of living and working environments.
- B. Furnish technical and management assistance in the development of planning activities.
- C. Coordinate local planning with that of other Members of the District and the State.
- D. Assist in community and economic development, transportation and public works projects.
- E. Assist member governments with their legislative activities.
- F. Assist in the preparation of applications for funding under various state, federal and private grant programs. Contracts for administration may be entered into between Member and District if Member requires or desires District to administrate project.
- G. Provide a Comprehensive Economic Development Strategy at the direction of the Board.
- H. Engage in such other activities as are necessary to improve area development and address regional problems.

II. The Member agrees to the following:

- A. To remain an active member of the District.
- B. To make an annual contribution of \$ 8,000.00 to the District as recognition of active membership.

Entered into this _____ day of _____, 2021, at

ATTEST:

Clerk

ATTEST:

Dora Batista
Dora Batista, Secretary

New Mexico

Manager/Commission Chairman

SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT/COG

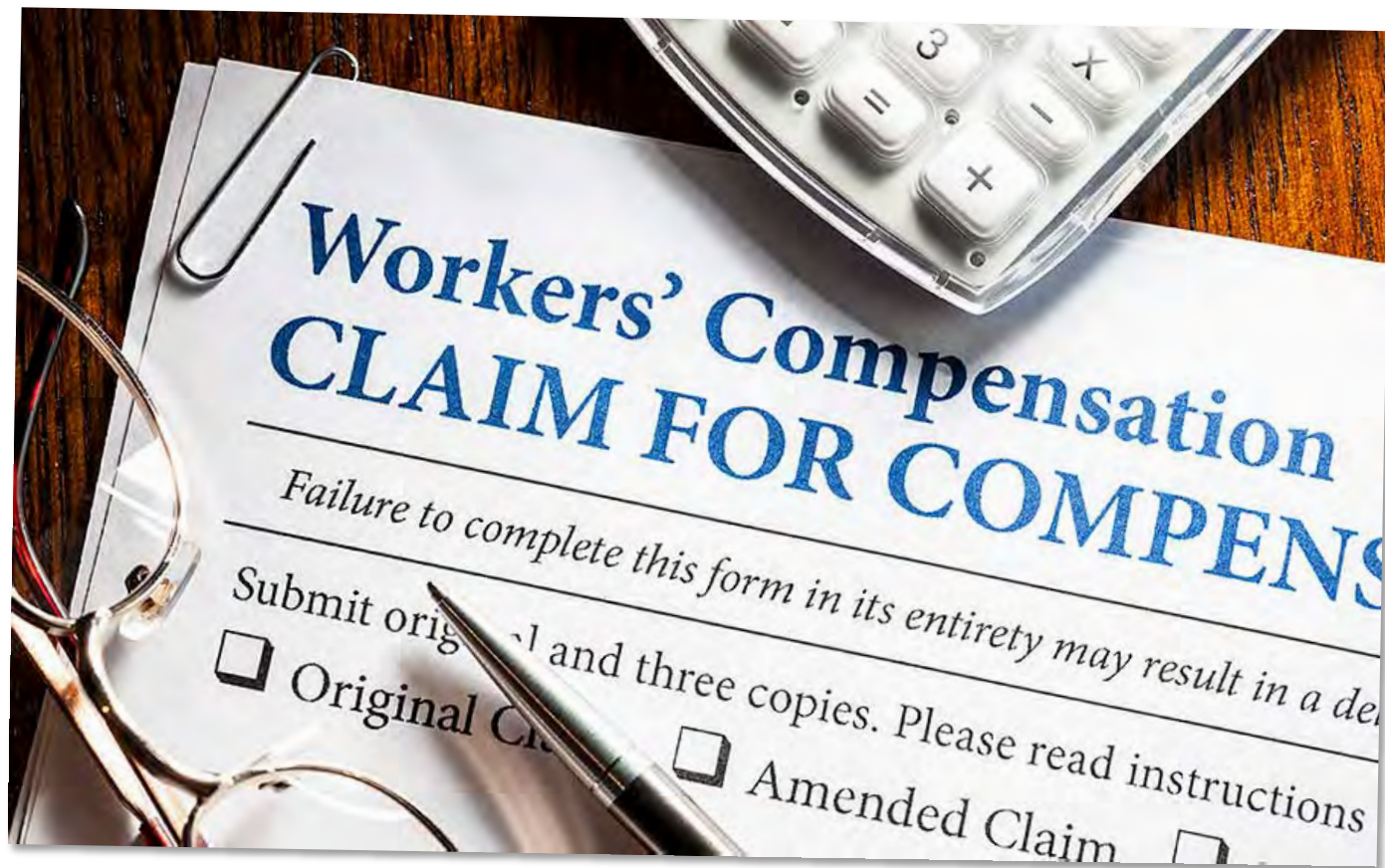
Raye Miller
Raye Miller, President



Consideration of Lea County Resolution No. 21-JUL-140R Approving Lea County's Fiscal Year 2021 – 2022 Workers' Compensation Pool Contribution to the New Mexico County Insurance Authority (NMCIA).

Workers' Compensation Insurance Pool

Fiscal Year 2021 - 2022 Contribution - \$247,486





**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator ssout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 07/19/2021	SUBMITTED BY Name, Title, Dept: Craig Bova, HR Director, Human Resources
SUBJECT: Approval of Workers' Compensation Pool Contribution for July 2021-June 2022	ATTACHMENT(S): New Mexico County Insurance Authority Invoice
NO. OF ORIGINALS FOR SIGNATURE: 1 Resolution, 1 Invoice	ACTION REQUESTED: Action Item
BUDGET LINE ITEM NUMBER: 401-00-2066	FISCAL BUDGET YEAR: 21/22
STRATEGIC PLAN Implementation of 5 Year Strategic Plan: Section 2 - Approach & Strategies: 2. County employees are valued	
SUMMARY: Lea County participates in the New Mexico County Insurance Authority's Workers' Compensation Program. Annual contributions are required and are based upon the number of approved County employees and the claim history and performance of the underlying insurance pool. The contribution for Lea County for the July 2021 through June 2022 plan year is \$247,486.00.	
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____ <small>If checked, how many:</small>	See Additional Summary Attached <input type="checkbox"/>
SUBMITTER'S RECOMMENDATION(S): Approve the contribution to the NMCIA Workers' Compensation Pool	Submitter's Signature Department Director, Etc. <i>Craig Bova</i> <small>Digitally signed by Craig Bova Date: 2021.07.19 07:54:55 -05'00'</small>
FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be expenditures from the County Operations Fund of \$247,486.00. Funds are budgeted and available in 401-00-2066.	Reviewed by Finance Director
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda <i>Michael P. Gallagher II</i> <small>Digitally signed by Michael P. Gallagher II Date: 2021.07.21 10:48:20 -05'00'</small>
Item No. <u>0206</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN	
Approved: _____ Denied: _____ Other: _____ Resolution No. <u>21-JUL-140R</u> Policy No. _____ Ordinance No. _____ Continued To: _____ Referred To: _____ Comments: _____	

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-140R

A RESOLUTION APPROVING LEA COUNTY'S FISCAL YEAR 2021 – 2022
WORKERS' COMPENSATION POOL CONTRIBUTION TO THE
NEW MEXICO COUNTY INSURANCE AUTHORITY (NMCIA)

WHEREAS, Lea County provides its employees a comprehensive benefit program including workers' compensation coverage; *and*

WHEREAS, the contribution amount of \$247,486 to the New Mexico County Insurance Authority will continue workers' compensation coverage for July 2021 - June 2022.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that the contribution amount of \$247,486 to the New Mexico County Insurance Authority is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

PASSED, APPROVED AND ADOPTED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney



Consideration of Lea County Resolution No. 21-JUL-141R Approving Ratification of Grant Agreement between Lea County and the State of New Mexico Department of Finance and Administration – Local Government Division for the Enhanced 911 Act Grant Program Project No. 22-E-52 for Fiscal Year 2021 - 2022

Fiscal Year 2022 911 Grant Agreement

- 911 Related Training
- GIS Training for Lea County and City of Hobbs GIS
- Minor Equipment
- Language line
- Recurring 911 Network/Circuit Maintenance (911 Trunks)

Number of Funded Positions 14

Exhibit C
Expenditure Budget

New Mexico E-911 Program Grant
Local Government Division
Department of Finance and Administration

Grantee:	County of Lea	Grant Award:	288,898
Address:	3720 College Lane	Project Number:	22-E-52
	Hobbs, New Mexico 88240	Grant Period:	July 1, 2021 - June 30, 2022
Telephone:	(575) 397-9391		
Number of Funded PSAP Positions:		14	

Budget Line Items	Total Budgeted Amount
Capital	
E-911 Equipment Upgrades	
Firewall and Router Equipment	
Dispatch Software	
Recorder	
UPS/Generator	
Capital Subtotal	-
Recurring Network/Managed Services	
Voice Network	128,887
Data MPLS Network	12,335
Wireless Cost Recovery	1,893
Recurring Network/Circuit Subtotal	143,115
Recurring Maintenance	
System Maintenance	87,970
Recurring Maintenance Subtotal	87,970
Services/Training	
911 Related Training	21,000
911 Related GIS	3,000
911 Consulting Services	9,852
GIS Consulting Services	13,861
Interpretive Services	4,300
Minor Equipment	5,600
Services/Training Subtotal	57,813
TOTAL	288,898



**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator ssout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 06/30/2021	SUBMITTED BY Name, Title, Dept: Angela R. Martinez, Director, LCCA
SUBJECT: DFA Grant	ATTACHMENT(S): Grant, Power Point, Agenda Summary Form, Resolution
NO. OF ORIGINALS FOR SIGNATURE: One	ACTION REQUESTED: Action Item
BUDGET LINE ITEM NUMBER:	FISCAL BUDGET YEAR:
STRATEGIC PLAN Implementation of 5 Year Strategic Plan: Section 2.8 - Continuous interaction with the State of New Mexico and statewide organizations is required to protect the County's interests	
SUMMARY: Request approval to ratify DFA grant in the amount of \$288,898.00. LCCA received the grant from DFA after the last scheduled commission meeting on June 10th, the grant was due back to DFA by June 30th. The grant will fund recurring network and 911 circuit maintenance, 911 related training, language line, GIS training for both Lea County and the City of Hobbs, and minor equipment.	
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> If checked, how many: Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____	See Additional Summary Attached <input type="checkbox"/>
SUBMITTER'S RECOMMENDATION(S): Approval	Submitter's Signature Department Director, Etc. Angela R. Martinez <small>Digitally signed by Angela R. Martinez Date: 2021.06.29 14:40:16 -06'00'</small>
FINANCE REVIEW Fiscal Impact/Cost: The financial impact to LCCA will be state grant funding for various 911 services of \$288,898.00.	Reviewed by Finance Director Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2021.07.07 09:24:52 -06'00'</small>
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda <i>Michael P. Gallagher</i> <small>Digitally signed by Michael P. Gallagher II Date: 2021.07.21 17:43:46 -06'00'</small>
Item No. 0207 RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN	
Approved: _____ Denied: _____ Other: _____ Resolution No. <u>21-JUL-141R</u> Policy No. _____ Ordinance No. _____ Continued To: _____ Referred To: _____ Comments: _____	

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-141R

**A RESOLUTION APPROVING RATIFICATION OF GRANT AGREEMENT BETWEEN LEA COUNTY
AND THE STATE OF NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION – LOCAL
GOVERNMENT DIVISION FOR THE ENHANCED 911 ACT GRANT PROGRAM
PROJECT NO. 22-E-52 FOR FISCAL YEAR 2021 - 2022**

WHEREAS, this grant agreement is made by and between the State of New Mexico Department of Finance and Administration and Lea County for the Lea County Communication Authority, the 911 Consolidated Center; *and*

WHEREAS, the Grant Agreement was received for county signature after the last Board of County Commissioners Meeting that was held on June 10, 2021 and was due back to the Department of Finance and Administration no later than June 30, 2021; *and*

WHEREAS, the County Manager signed the agreement in order to comply with the Department of Finance and Administration; *and*

WHEREAS, the funds associated to this grant will go to the various 911 related items such as recurring maintenance for the 911 trunks, 911 related training, GIS training for Lea County and the City of Hobbs, and minor equipment; *and*

WHEREAS, this grant agreement funds the Public Safety Answering Point (PSAP) which also provides 911 related services to all of Lea County to include the Municipalities in Lea County.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that the agreement for Enhanced 911 Act Grant Program Project No. 22-E-52 for Fiscal Year 2021 – 2022 is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

PASSED, APPROVED AND ADOPTED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
ENHANCED 911 ACT GRANT PROGRAM

GRANT AGREEMENT

Project No. 22-E-52

THIS GRANT AGREEMENT made and entered into by and between the Department of Finance and Administration (DFA) acting through the Local Government Division, Bataan Memorial Building, Suite 202, Santa Fe, New Mexico 87501, hereinafter called the “**Division**”, and the **County of Lea**, hereinafter called the “**Grantee**”, and collectively referred to as the “**Parties**”.

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the DFA, acting through the Division, and the Grantee, pursuant to the authority in the Enhanced 911 Act, Sections 63-9D-1 *et seq.* NMSA 1978, (hereinafter referred to as the “**Act**”) as amended, and the Enhanced 911 Rules, Section 10.6.2 NMAC (hereinafter referred to as the “**Enhanced 911 Requirements**” or “**E-911 Rules.**”); and

WHEREAS, an enhanced 911 telephone emergency system is necessary to expand the benefits of the basic 911 emergency telephone number, to achieve a faster response time which minimizes the loss of life and property, provides automatic routing to the appropriate public safety answering point (“**PSAP**”), provides immediate visual display of the location and telephone number of the caller and curtails abuse of the emergency system by documenting callers; and

WHEREAS, this Grant Agreement funds the Public Safety Answering Points (PSAPs) at the County of Lea, which also provides E-911 related services to Lea County, as well as E-911 related reimbursements for travel, training, and Geographic Information Systems (GIS) software and hardware; and

WHEREAS, the Grantee and the Division have the authority, pursuant to the Act, NMSA 1978, Sections 63-9D-1 *et seq.*, and the E-911 Rules, to enter into this Grant Agreement; and

WHEREAS, the Grantee complies with the definition of “**Grantee**” in Section 10.6.2.7(HH) NMAC, of the E-911 Rules; and

WHEREAS, the Division has the authority, pursuant to NMSA 1978, Section 63-9D-8, to administer the Enhanced 911 fund; and

WHEREAS, on **May 18, 2021**, the State Board of Finance awarded the Grantee **\$288,898** for enhanced 911 services and equipment.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I - LENGTH OF GRANT AGREEMENT

A. Unless terminated earlier pursuant to Article IV herein, the term of this Grant Agreement, upon being duly executed by the Division, shall be from **July 1, 2021**, through **June 30, 2022**.

B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in

Paragraph A above, the Grantee shall so notify the Division in writing at least thirty (30) days prior to the termination date of this Grant Agreement, for the purpose of allowing the Grantee and the Division to review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement and to provide additional time for completing the same. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

ARTICLE II – REPORTS

A. PSAP Annual Report: No later than June 30th of each year, the Grantee shall submit to the Division a PSAP Annual Report, in the form attached hereto as Exhibit A, as may be changed from time to time upon the Division's written notice to the Grantee. The PSAP Annual Report shall include information described in Section 10.6.2.11.D NMAC, of the E-911 Rules, and any such other information as the Division may request, in sufficient detail to evaluate the effectiveness of the 911 equipment and services provided by the equipment vendor.

B. Federal 911 Resource Center Report: No later than January 30th of each year, the Grantee shall submit to the Division a Federal 911 Resource Center Report, in the form attached hereto as Exhibit B, as may be changed from time to time upon the Division's written notice to the Grantee.

ARTICLE III - CONSIDERATION AND METHOD OF PAYMENT

A. In consideration of the Grantee's satisfactory completion of all work, purchase and maintenance of the equipment and services required to be performed in compliance with all the terms and conditions of this Grant Agreement, the Division shall pay the Grantee a sum not to exceed **\$288,898** from the Enhanced 911 fund in accordance with Article III (D). The funds are to be expended in accordance with the approved Expenditure Budget ("Budget"), attached to and incorporated by reference as Exhibit C, and in accordance with Section 10.6.2.11 NMAC of the E-911 Rules, "PSAP Equipment, Acquisition, and Disbursement of Funds." It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the Budget without the prior written approval of the Division, and the funds shall not be expended for ineligible costs via Section 10.6.2.11(F) NMAC of the E-911 Rules.

B. The funds mentioned in Paragraph A above shall constitute full and complete payment of monies to be received by the Grantee from the Division.

C. It is understood and agreed that if any portion of the funds set forth in Paragraph A above is not expended for the purpose of this Grant Agreement, after all conditions of this Grant Agreement have been satisfied or it has been demonstrated that the conditions of the Grant Agreement, for whatever reason, cannot be satisfied, the unexpended funds shall be reverted by the Division in accordance with the Act and the E-911 Rules.

D. Pursuant to NMSA 1978, Section 63-9D-8, as amended, payments will be made from the Enhanced 911 fund to, or on behalf of, participating local governing bodies or their fiscal agents upon vouchers signed by the director of the Division solely for the purpose of reimbursing local governing bodies or their fiscal agents, commercial mobile radio service providers or telecommunications companies for their costs of providing enhanced 911 service.

E. Payments may be made by the Division as follows: 1) on behalf of the Grantee to telecommunications companies, vendors and equipment providers; or 2) reimbursements to

the Grantee for actual costs or expenditures after the Division receives a completed Request for Payment Form, or an invoice certified correct by the Grantee and/or the Division for the E-911 equipment, equipment maintenance, and upgrades billed by the equipment provider. All purchases made by the Grantee for equipment, equipment maintenance, and upgrades require prior written approval by the Division to be eligible for reimbursement.

F. Payments will not be made to the Grantee for work, equipment, maintenance or services not specified in this Grant Agreement or in violation of or ineligible under the E-911 Rules.

ARTICLE IV - MODIFICATION, TERMINATION AND MERGER

A. Early Termination. Except as provided in Article IV (D) below, this Grant Agreement may be terminated by either Party upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Grant Agreement, the Division's sole liability upon termination shall be to pay for eligible budget items purchased prior to the Grantee's receipt of the notice of termination, if the Division is the terminating party, or upon the Grantee sending a notice of termination, if the Grantee is the terminating party. A notice of termination will not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Grant Agreement. The Grantee shall submit an invoice for such eligible budget items within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Grant Agreement may be terminated immediately upon written notice to the Grantee if the Grantee becomes unable to or fails to perform the terms of this Agreement, as determined by the Division or if, during the term of this Grant Agreement, the Grantee or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DIVISION'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE GRANTEE'S DEFAULT/BREACH OF THIS GRANT AGREEMENT, INCLUDING BUT NOT LIMITED TO, RETURN OF MISSPENT GRANT FUNDS BY THE GRANTEE TO THE DIVISION.

B Termination Management. Immediately upon receipt by either the Division or the Grantee of a notice of termination of this Grant Agreement, the Grantee shall: 1) not incur any further obligations for expenditure of funds under this Grant Agreement without written approval of the Division; and 2) comply with all directives issued by the Division in the notice of termination as to the performance under this Grant Agreement.

C. This Grant Agreement incorporates all agreements, covenants and understandings between the parties concerning the subject matter of this Grant Agreement and all such agreements, covenants and understandings have been merged into this written Grant Agreement. No prior agreements, covenants, or understandings oral or otherwise, of the parties or their agents shall be valid and enforceable unless embodied in this Grant Agreement.

D. The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third-party contracts entered into by or between the Grantee and a third party, by giving the Grantee written notice of such immediate early termination. The Division's decision as to whether sufficient appropriations are available shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or in

part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the termination date or early termination date.

ARTICLE V - CERTIFICATION

The Grantee assures and certifies that it will comply with all state laws, the E-911 Rules, and all other laws, rules, policies and procedures with respect to the acceptance and use of State funds. Further and without limiting the foregoing, the Grantee gives assurances and certifies with respect to the Grant that:

- A. It will comply with the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199.
- B. It will adhere to all financial and accounting requirements of the DFA.
- C. It will comply with all requirements set forth in the Act and prescribed by the Division in its E-911 Rules, or other guidelines and procedures in relation to receipt and use of State Enhanced 911 Grant Funds.
- D. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for other than the uses specified, without the prior written approval of the Division.
- E. It will comply with NMSA 1978, Section 63-9D-4D and provide GIS addressing and digital mapping data to the appropriate PSAP and to the Division.
- F. It accepts responsibility for coordinating and providing accurately maintained GIS addressing, road centerline, boundary and other data in the service area to the Division per Section 10.6.2 NMAC. This information will be compliant with the statewide dataset used by the local PSAPs.
- G. It agrees and acknowledges that all GIS data provided to the Division's statewide dataset in support of the E-911 program is public data and shall be shared with other governmental agencies.
- H. It will finance any amount exceeding the approved funding for the 911 equipment costs.
- I. It will not make any changes in the E-911 system configuration without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change(s).
- J. It will provide to the Division documentation of total insurance coverage for all hardware and software and other equipment purchased with E-911 funds. Insurance should, at a minimum, cover non-routine maintenance defects including, but not limited to, all acts of God, floods, fire, lightning strikes and water damage.
- K. It will provide all the necessary qualified personnel, material, and facilities to run the E-911 PSAP.
- L. It will submit all project related contracts, subcontracts, and agreements to the Division for administrative review and approval prior to execution for compliance with the E-911 program requirements and not for legal sufficiency. Amendments to existing contracts also must be submitted to the Division for review and approval prior to execution.

M. It will comply with the PSAP consolidation requirement pursuant to Section 10.6.2.15 NMAC of the E-911 Rules.

ARTICLE VI - RETENTION OF RECORDS

The Grantee shall keep and preserve such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for a period of six (6) years from the termination of the Grant Agreement, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

ARTICLE VII – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

A. The Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or in part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) Grant Agreement. Should the Division or the [insert name of Grantee] terminate the Grant Agreement, the [insert name of Grantee] may terminate this contract by providing the Contractor written notice of the termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the Grantee’s only liability shall be to pay the Contractor for acceptable goods/equipment and/or services delivered and accepted prior to the termination date.”

ARTICLE VIII - REPRESENTATIVES

A. The Grantee hereby designates the person listed below as the official Grantee representative responsible for the overall supervision of this Grant Agreement:

Name: **Angela Martinez**
Title: **Director, Lea County Communications Authority**
Address: **3720 West College Lane**
Hobbs, New Mexico 88240

Phone: **575-397-9391**
Fax: **575-397-9249**
Email: **amartinez@leacounty.net**

B. The Division designates the person listed below responsible for the overall administration of this Grant Agreement, including compliance and monitoring of the Grantee:

Name: **Stephen Weinkauff, or his successor**
Title: **E-911 Bureau Chief**
Address: **Department of Finance and Administration**
Local Government Division
Bataan Memorial Building, Suite 202
Santa Fe, New Mexico 87501

Phone: **505-827-8060**
Fax: **505-827-4948**
Email: Stephen.Weinkauff@state.nm.us

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

GRANTEE


Authorized Signatory

06/07/2021
Date

Mike Gallagher
(Printed Name)

County Manager, Lee County
(Title, Organization)

DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION

By: Donnie Quintana
Donnie Quintana, Local Government Division Director

14 June 2021
Date

Exhibit A**PSAP Annual Report Form For:** FY2022**Date of Report:** _____

Section	PSAP Input
Section 10.6.2.11 D(8)	
PSAP Name	Lea County Communication Authority
Date of PSAP Report	June 07, 2021
Exact address of the PSAP (No P. O. boxes)	3720 W. College Lane Hobbs, NM 88242
Number make and model of E911 and Radio Dispatch positions (if a position is used for both call taking and dispatching, list it as such);	14 fully equipped call taker and radio positions
Type of equipment to include make and model of:	Motorola CallWorks CallStation Ver. 4.2.8.8.92942
Telephone switching equipment	Mitel PBX
MIS System	Motorola CallWorks DecisionStation Ver. 4.2.8.8.92942
Mapping server	Motorola CallWorks CallStation Map Ver. 4.2.8.8.92942
Radio System	MiaCom 800-Trunked Radio System
UPS (for 911 Equipment)	Caterpillar UPS 150/300
Back-up Generator	Caterpillar 3512C Generator
Version of E911 operating system software	MS Windows 10
Number and type of dedicated/ switched voice/data circuits;	Three landline 911 trunks Albuquerque East Tandem, Three Landline 911 Las Cruces tandem, four wireless 911 trunk Albuquerque East Tandem, four Wireless 911 trunk Las Cruces tandem, Three make busy, Two ANI/ ALI circuits. MPLS Mapping Circuits
Routing central office and PSAP end office;	Las Cruces Main, Albuquerque East PSAP end office Hobbs Main
Maintenance control center to include name of company, physical address, telephone number, Email address, and your point of contact for E911 equipment and voice logging recorder, if different from E911 equipment maintainer;	Gosserco 1345 E Main #104 Mesa, AZ 85203 (800) 285-0108

PSAP manager or coordinator and alternate: contact names, addresses, phone numbers, and their PSAP Email address;	Director: Angela R. Martinez Lea County Communication Authority 3720 W. College Lane Hobbs, NM 88242 (575) 397-9265 amartinez@leacounty.net
MSAG coordinator name, address, phone number, and Email address;	Mitchell Tuckness I.T. Administrator Lea County Communication Authority 3720 W. College Lane Hobbs, NM 88242 (575) 397-9265 amartinez@leacounty.net
GIS representative to include physical address, telephone number, and Email address.	Mitchell Tuckness I.T. Administrator Lea County Communication Authority 3720 W. College Lane Hobbs, NM 88242 (575) 397-9265 mtuckness@leacounty.net

Section	PSAP Input
Type and manufacturer of CAD system, if any, and type and manufacturer of voice logging recorder;	CAD: Spillman RECORDER: Audiolog Recorder by Mercom
Section 10.6.2.11 D(9)	
Each PSAP Shall Maintain at least one 10-digit administrative number. This number shall also be used to receive incoming emergency calls transferred to the PSAP by other PSAPs for certain alternate and default routing arrangements. The preferred way to transfer an emergency call is via one-button transfer via 911 trunk, but the above method can be used for PSAPs that do not have one-button transfers the above mentioned PSAP.	N/A
Number	(575) 397-9265 and (575) 396-3611
Section 10.6.2.11 D(14)	
The PSAP shall maintain a list of fixed and auto-dial transfer features:	
Fixed transfers:	Fixed Transfers built into Positron E911
Auto-dial transfers	Auto-dials are built into Positron E911
Section 10.6.2.11 D(18)	
Special circumstances.	
(a) In accordance with ADA each PSAP shall establish procedures to handle calls from speech and hearing impaired individuals. Include a copy of your procedures.	See Attachment: SOG' s Section 5 .11, 5 .12 Call Processing
(b) PSAPs shall develop procedures for handling unanswered or silent 911 calls. Include a copy of your procedures.	See Attachment: SOG's Section 5.13 Call Processing
Miscellaneous Section	
List the PSAP insurance provider name, POC, and policy numbers as proof of hazard and liability insurance for the PSAP facility	Daniels Insurance Agency Inc. Guy Kesner (575) 393-5191 Policy number - 791000683000
List any back-up PSAP(s) and attach any MOU(s) documenting agreement(s)	REDA (Regional Emergency Dispatch Authority) Eddy County. See MOU attached.



Consideration of Lea County Resolution No. 21-JUL-142R Authorizing Out of State Travel July 23 – 30, 2021 to Columbus, Ohio to Attend the 2021 National Emergency Number Association (NENA) Conference



- Growth and Development Opportunities
 - Education Sessions
 - Networking
 - NENA Meetings
 - NM NENA President
 - PSAP Tours



**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net
& cc the Executive Coordinator ssout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 06/23/2021	SUBMITTED BY Name, Title, Dept: Angela R. Martinez / Director / LCCA	
SUBJECT: Out of State Travel	ATTACHMENT(S): NENA Conference Schedule / Supporting Documents	
NO. OF ORIGINALS FOR SIGNATURE:	ACTION REQUESTED: Action Item	
BUDGET LINE ITEM NUMBER: N/A	FISCAL BUDGET YEAR: N/A	
STRATEGIC PLAN Implementation of 5 Year Strategic Plan: Section 2.1 - Collaboration & Partnership with local communities, agencies and government entities is essential for success Section 2.8 - Continuous interaction with the State of New Mexico and statewide organizations is required to protect the County's interests		
SUMMARY: The National Emergency Number Association (NENA) will be having their annual National Conference in Columbus, OH July 24 -29, 2021. LCCA is a member of NENA with our Training Administrator Dannette Flores as the elected President of the NM NENA Board. There are several training courses, meetings and an expo hall / networking at this conference that Dannette will be attending. The NENA Board will pay for her conference registration, travel and lodging.		
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____ <small>If checked, how many:</small>	See Additional Summary Attached <input type="checkbox"/>	
SUBMITTER'S RECOMMENDATION(S): Request Approval	Submitter's Signature Department Director, Etc. Angela R. Martinez <small>Digitally signed by Angela R. Martinez Date: 2021.06.29 15:29:10 -06'00'</small>	
FINANCE REVIEW Fiscal Impact/Cost: The financial impact to LCCA will be for expense not covered by the NENA board. Funds are available in 808-78-2010 and 808-78-2016.	Reviewed by Finance Director Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2021.07.07 09:19:38 -06'00'</small>	
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney	
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda <small>Digitally signed by Michael P. Gallagher II Date: 2021.07.21 18:10:55 -06'00'</small>	
Item No. <u>0208</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN		
Approved: _____ Resolution No. <u>21-JUL-142R</u> Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____	Other: _____ Ordinance No. _____ Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-142R

**A RESOLUTION AUTHORIZING OUT OF STATE TRAVEL JULY 23 – 30, 2021 TO COLUMBUS, OHIO
TO ATTEND THE 2021 NATIONAL EMERGENCY NUMBER ASSOCIATION (NENA) CONFERENCE**

WHEREAS, the National Emergency Number Association (NENA) is having their Annual National Conference and EXPO in Columbus, Ohio this year; *and*

WHEREAS, there will be an expo hall, meetings, PSAP tours and several training courses held during this conference; *and*

WHEREAS, LCCA's Training Administrator is the President of the New Mexico NENA Board and will attend at no expense to Lea County.

WHEREAS, on September 15, 2016, the Lea County Board of County Commissioners adopted Lea County Resolution No. 16-SEP-188R approving Travel, Per Diem, Mileage, and Reimbursement Policies for Lea County Employees; *and*

WHEREAS, Paragraph 7 Section A of the Travel, Per Diem, Mileage, and Reimbursement Policies provides procedures for all Out of State Travel for Lea County Employees; *and*

WHEREAS, the following out of state travel voucher for authorization has been submitted:

Traveler(s):	Dannette Flores
Department:	Lea County Communication Authority
Travel Dates:	July 23 - 30, 2021
Location:	Columbus, Ohio
Purpose:	Attend National Emergency Number Association (NENA) Annual National Conference and EXPO

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that the above listed travel is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any documents consistent with the terms of this resolution.

PASSED AND APPROVED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney



Consideration of Lea County Resolution No. 21-JUL-143R Authorizing Out of State Travel August 14 – 19, 2021 to San Antonio, Texas to Attend the 2021 Association of Public-Safety Communications Officials (APCO) Annual International Conference and EXPO



APCO 2021

August 15-18 | San Antonio, TX

- PROFESSIONAL DEVELOPMENT TRACKS
 - PSAP TOURS

BEXAR METRO 9-1-1 REGIONAL OPERATIONS CENTER
SAN ANTONIO POLICE DEPARTMENT COMMUNICATIONS

- APCO MEETINGS
- NM APCO VICE PRESIDENT
- NETWORKING



**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator ssout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 06/23/2021	SUBMITTED BY Name, Title, Dept: Angela R. Martinez / Director / LCCA
SUBJECT: Out of State Travel	ATTACHMENT(S): APCO Conference Schedule / Supporting Documents
NO. OF ORIGINALS FOR SIGNATURE:	ACTION REQUESTED: Action Item
BUDGET LINE ITEM NUMBER: N/A	FISCAL BUDGET YEAR: N/A

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:

Section 2.1 - Collaboration & Partnership with local communities, agencies and government entities is essential for success
Section 2.8 - Continuous interaction with the State of New Mexico and statewide organizations is required to protect the County's interests

SUMMARY:

The Association of Public-Safety Communications Officials (APCO) will be having their annual National Conference in San Antonio, TX August 15-18, 2021. LCCA is a member of APCO with our Training Administrator Dannette Flores as the elected Vice President of the NM APCO Board. There are several training courses, meetings and an expo hall / networking at this conference that Dannette will be attending. The APCO Board will pay for her conference registration, travel and lodging.

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____ <small>If checked, how many:</small>	See Additional Summary Attached <input type="checkbox"/>
SUBMITTER'S RECOMMENDATION(S): Request Approval	Submitter's Signature Department Director, Etc. Angela R. Martinez <small>Digitally signed by Angela R. Martinez Date: 2021.06.29 15:32:51 -08'00'</small>
FINANCE REVIEW Fiscal Impact/Cost: The financial impact to LCCA will be expenditures for registration, travel and per diem. Funds are budgeted and available in 808-78-2010 and 808-78-2016.	Reviewed by Finance Director Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2021.07.07 09:17:23 -06'00'</small>
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda <small>Digitally signed by Michael P. Gallagher II Date: 2021.07.21 18:25:48 -08'00'</small>

Item No. 0209

RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN

Approved: _____	Denied: _____	Other: _____
Resolution No. <u>21-JUL-143R</u>	Policy No. _____	Ordinance No. _____
Continued To: _____	Referred To: _____	Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-143R

A RESOLUTION AUTHORIZING OUT OF STATE TRAVEL AUGUST 14 – 19, 2021 TO SAN ANTONIO, TEXAS TO ATTEND THE 2021 ASSOCIATION OF PUBLIC-SAFETY COMMUNICATIONS OFFICIALS (APCO) ANNUAL INTERNATIONAL CONFERENCE AND EXPO

WHEREAS, the Association of Public-Safety Communications Officials (APCO) is having their Annual National Conference and EXPO in San Antonio, Texas this year; *and*

WHEREAS, there will be an expo hall, meetings, PSAP tours and several training courses held during this conference; *and*

WHEREAS, LCCA's Training Administrator is the Vice President of the New Mexico APCO Board and will attend at no expense to Lea County; *and*

WHEREAS, on September 15, 2016, the Lea County Board of County Commissioners adopted Lea County Resolution No. 16-SEP-188R approving Travel, Per Diem, Mileage, and Reimbursement Policies for Lea County Employees; *and*

WHEREAS, Paragraph 7 Section A of the Travel, Per Diem, Mileage, and Reimbursement Policies provides procedures for all Out of State Travel for Lea County Employees; *and*

WHEREAS, the following out of state travel voucher for authorization has been submitted:

Traveler(s):	Dannette Flores
Department:	Lea County Communication Authority
Travel Dates:	August 14 - 19, 2021
Location:	San Antonio, Texas
Purpose:	Attend Association of Public-Safety Communications Officials (APCO) Annual National Conference and EXPO

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that the above listed travel is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any documents consistent with the terms of this resolution.

PASSED AND APPROVED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney



Consideration of Lea County Resolution No. 21-JUL-144R Authorizing Out of State Travel July 26 – 27, 2021 to Dallas/Fort Worth, Texas to Attend Annual Aircraft Rescue & Fire Fighting (ARFF) Training for the Lea County Regional Airport ARFF Fire Department

Request approval for out of state travel to Dallas/Fort Worth for ARFF annual fire burns recertification.

This is a requirement for Part 139 Certification for Lea Regional Airport.

Training is mandated by FAA to maintain current credentials.

This will not interfere with the daily operations of the ARFF Fire station, Emergency Management and coverage during the flights will be covered at all times.

Firefighters listed:

FF Reese Stanford

Dates 7/27/2021

Funding is budgeted for this training (\$700.00 cost)



**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 07/12/2021	SUBMITTED BY Name, Title, Dept: Lorenzo Velasquez Director Emergency Management	
SUBJECT: Out of State Travel	ATTACHMENT(S): two	
NO. OF ORIGINALS FOR SIGNATURE: two	ACTION REQUESTED: Action Item	
BUDGET LINE ITEM NUMBER: 409-16-2010	FISCAL BUDGET YEAR: 2021-2022	
STRATEGIC PLAN Implementation of 5 Year Strategic Plan: Section 3.5		
SUMMARY: Request approval for out of state travel to Dallas Fort Worth for ARFF annual fire burns certification. This is a requirement for Part 139 Certification for Lea Regional Airport. Training is mandated by FAA to maintain current credentials. This will not interfere with the daily operations of the ARFF Fire station and Emergency Management coverage during the flights will be covered at all times. There is funding in budget to cover out of state travel and cost.		
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____ <small>If checked, how many:</small>	See Additional Summary Attached <input type="checkbox"/>	
SUBMITTER'S RECOMMENDATION(S): Request approval for two firefighters to travel to DFW for their annual Fire Burns	Submitter's Signature Department Director, Etc. Lorenzo Velasquez <small>Digitally signed by Lorenzo Velasquez Date: 2021.07.12 07:42:53 -05'00'</small>	
FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be expenditures from the Airport Fire Fund of approximately \$700. Funds are budgeted and available in 409-16-2010.	Reviewed by Finance Director Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2021.07.12 09:13:59 -05'00'</small>	
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney	
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda <i>Michael P. Gallagher II</i> <small>Digitally signed by Michael P. Gallagher II Date: 2021.07.21 18:34:36 -05'00'</small>	
Item No. <u>0210</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN		
Approved: _____ Resolution No. <u>21-JUL-144R</u> Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____	Other: _____ Ordinance No. _____ Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-144R

A RESOLUTION AUTHORIZING OUT OF STATE TRAVEL JULY 26 – 27, 2021 TO DALLAS/FORT WORTH, TEXAS TO ATTEND ANNUAL AIRCRAFT RESCUE & FIRE FIGHTING (ARFF) TRAINING FOR THE LEA COUNTY REGIONAL AIRPORT ARFF FIRE DEPARTMENT

WHEREAS, Lea Regional Airport ARFF Fire Station personnel are required to maintain current credentials for the Part 139 Certification Burns; *and*

WHEREAS, ARFF firefighter assigned to Lea Regional Airport Reese Stanford is scheduled to conduct his required burns at Dallas Fort Worth Airport; *and*

WHEREAS, On September 15, 2016, the Lea County Board of County Commissioners adopted Lea County Resolution No. 16-SEP-188R approving Travel, Per Diem, Mileage, and Reimbursement Policies for Lea County Employees; *and*

WHEREAS, Paragraph 7 Section A of the Travel, Per Diem, Mileage, and Reimbursement Policies provides procedures for all Out of State Travel for Lea County Employees; *and*

WHEREAS, the following out of state travel voucher for authorization has been submitted:

Traveler(s): Reese Stanford
Department: Lea Regional Airport ARFF Fire Department
Travel Dates: July 26 - 27, 2021
Location: Dallas/ Fort Worth, Texas
Purpose: Attend ARFF Annual Training Burns

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that the above listed travel is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any documents consistent with the terms of this resolution.

PASSED AND APPROVED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
 Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney



Consideration of Lea County Resolution No. 21-JUL-145R Approving a Professional Services Agreement Between Lea County and Superior Security Services, LLC for Security Services During the 2021 Lea County Fair & PRCA Rodeo, July 30 – August 7, 2021

TRAINING PROGRAM

Superior Security Services training division is designed to meet all training requirements set forth by the State of New Mexico. We set our standards high, allowing us to give our clients the best possible security services available. In most areas of training our in-house training program exceeds the requirements set forth by the State of New Mexico. We utilize training instructors that are certified through the State of New Mexico to ensure our officers are trained according to state laws, guidelines, and standards. It should be noted that we will utilize trained unarmed and armed security officers for this event.

PRICE QUOTE (Lea C

The security bid presents the Lea County Fair & Rodeo August 08, 2021. Please

Superior Security Service

Hourly Rate Per Man Ho

- \$36.50 per hour

Estimated Work Hours

- 1032 Man Hours

Attachments:

- Staffing Schedule
- References
- Billing Estimate

Please feel free to contact quality services should we

Sincerely,

Clint Agnew

superiorssnm@gmail.com

www.sssnm.net

SUPERIOR SECURITY SERVICES

726 E. MICHIGAN, SUITE 111

HOBBS, NM, 88240

575-631-5282



Welcome to Superior Security Services, LLC Lea County Fair & Rodeo Security Bid

The "Superior" Security Advantage
Choosing the right security firm requires careful consideration and extensive research. With over 35 years of experience in the security industry, Superior Security Services provides security officer solutions where our customers live and work. Superior Security has a reputation for providing security services of the highest quality. From security officers to security consulting, our security firm is the right choice to meet all your organization's security needs. We have established an excellent reputation within the industry through our commitment to customer service and production expectations. We strive to not only meet but exceed our customer's expectations. Furthermore, Superior Security currently provides security services for the Lea County rental halls.

EVENT SECURITY

Our staff focuses on the safety of you and your attendees. All too often events can present security challenges based on the unique requirements of each event's program and location. Superior Security begins each commitment with client meetings to carefully review event needs at each stage: event-set up, attendance capacity, alcohol rules or monitoring of participants. Based on the client's needs, we develop an event security plan and select an event team with the right experience/training for each task and post. Contact is made with the jurisdictional law enforcement agency advising them of our scheduled presence.

WE TAKE CARE OF THE FOLLOWING TO ENSURE A POSITIVE EVENT EXPERIENCE

1. Assessing Risks and Developing a Plan
2. Building the Security Team
3. Controlling Access
4. Managing Transportation and Traffic
5. Managing Logistical Needs
6. Communication to Key Personnel (Informing and Staying Informed)

Superior Security will ensure clear communication is maintained for the entire event closely with the Lea County Management team for quality assurance purposes. Immediate corrective action as necessary.

STATE OF NEW MEXICO COUNTY OF LEA RESOLUTION NO. 21-JUL-145R

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN LEA COUNTY AND SUPERIOR SECURITY SERVICES, LLC FOR SECURITY SERVICES DURING THE 2021 LEA COUNTY FAIR & PRCA RODEO, JULY 30 – AUGUST 7, 2021

WHEREAS, the Board of Commissioners of Lea County, as governing body of Lea County, owns and operates the Lea County Fairgrounds; and

WHEREAS, the Board of Commissioners of Lea County has appointed a General Manager to advise the Commission on certain aspects of the annual Fair & Rodeo; and

WHEREAS, the General Manager recommends that the agreement between Superior Security Services, LLC be approved for the 2021 Lea County Fair & PRCA Rodeo.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that Superior Security Services, LLC's agreement is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

PASSED AND APPROVED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

Superior Security Services, LLC

Lea County Fair & Rodeo

Commercial
88260



ESTIMATE # 1024
DATE 07/05/2021

QTY	RATE	AMOUNT
1,032	36.50	37,668.00
SUBTOTAL		37,668.00
TAX (7.25%)		2,730.93
TOTAL		\$40,398.93

Accepted Date



**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 07/16/2021	SUBMITTED BY Name, Title, Dept: Jim Kemp/General Manager/Lea County Fairgrounds	
SUBJECT: Security Services for the 2021 Lea County Fair & PRCA Rodeo, July 30 through August 7, 2021.	ATTACHMENT(S): 1. Superior Security Services, LLC Agreement 2. Resolution	
NO. OF ORIGINALS FOR SIGNATURE: 2	ACTION REQUESTED: Action Item	
BUDGET LINE ITEM NUMBER: 461-33-2152	FISCAL BUDGET YEAR: 2021-2022	
STRATEGIC PLAN Implementation of 5 Year Strategic Plan: 3.4 "Quality of Life" 4. Exposure to entertainment/# of entertainment options at County facilities 3.5 "Safety"		
SUMMARY: April 14, 2021, letters were sent to four (4) prospective security service organizations for the purpose of securing estimates of services during the 2021 Lea County Fair & PRCA Rodeo. Only two (2) responses were received, with one company declining, due to labor shortage. Superior Security Service, LLC of Hobbs, NM responded with an estimate cost of \$40,398.93. Superior Security's estimate included a detailed schedule of coverage for the annual event. Superior Security Services, LLC is very respected in the security field with trained personnel at different levels of security. This company has provided security for Lea County Fairgrounds for the past 2 years, not only for the Fair and Rodeo, but also many private events held at the Fairgrounds facility. The owner of the company, Mr. Clint Agnew, has and will continue to use personal RV and stay at the facility during the Fair and Rodeo in order to deal with any issues that arise. Mr. Agnew is well versed in our Fair and Rodeo activities and layout of the grounds.		
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> If checked, how many: Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other:	See Additional Summary Attached <input type="checkbox"/>	
SUBMITTER'S RECOMMENDATION(S): It is the recommendation of General Manager Kemp that this resolution be approved.	Submitter's Signature Department Director, Etc. Digitally signed by Jim Kemp Date: 2021.07.16 11:13:51 -06'00' Jim Kemp	
FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be expenditures from the Fair & Rodeo Fund of approximately \$40,398.93. Funds are budgeted and available in 461-33-2152.	Reviewed by Finance Director Digitally signed by Henry C Low Jr Date: 2021.07.16 16:14:52 -06'00' Henry C Low Jr	
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney	
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda Digitally signed by Michael P. Gallagher II Date: 2021.07.21 18:55:45 -06'00' <i>Michael Gallagher</i>	
Item No. <u>0211</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN		
Approved: _____ Resolution No. <u>21-JUL-145R</u> Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____	Other: _____ Ordinance No. _____ Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-145R

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN LEA COUNTY
AND SUPERIOR SECURITY SERVICES, LLC FOR SECURITY SERVICES DURING THE 2021 LEA
COUNTY FAIR & PRCA RODEO, JULY 30 – AUGUST 7, 2021**

WHEREAS, the Board of Commissioners of Lea County, as governing body of Lea County, owns and operates the Lea County Fairgrounds; *and*

WHEREAS, the Board of Commissioners of Lea County has appointed a General Manager to advise the Commission on certain aspects of the annual Fair & Rodeo; *and*

WHEREAS, the General Manager recommends that the agreement between Superior Security Services, LLC be approved for the 2021 Lea County Fair & PRCA Rodeo.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that Superior Security Services, LLC's agreement is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

PASSED AND APPROVED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney



Welcome to Superior Security Services, LLC

Lea County Fair & Rodeo Security Bid

The "Superior" Security Advantage

Choosing the right security firm requires careful consideration and extensive research. With over 35 years of experience in the security industry, Superior Security Services provides security officer solutions where our customers live and work. Superior Security has a reputation for providing security services of the highest quality. From security officers to security consulting, our security firm is the right choice to meet all your organization's security needs. We have established an excellent reputation within the industry through our commitment to customer service and product expectations. We strive to not only meet but exceed our customer's expectations. Furthermore, Superior Security currently provides security services for the Lea County rental halls.

EVENT SECURITY

Our staff focuses on the safety of you and your attendees. All too often events can present distinct security challenges based on the unique requirements of each event's program and location. Superior Security begins each commitment with client meetings to carefully review event security needs at each stage: event-set up, attendance capacity, alcohol rules or monitoring of prohibited acts. Based on the client's needs, we develop an event security plan and select an event security team with the right experience/training for each task and post. Contact is made with the jurisdictional law enforcement agency advising them of our scheduled presence.

WE TAKE CARE OF THE FOLLOWING TO ENSURE A POSITIVE EVENT EXPERIENCE

1. Assessing Risks and Developing a Plan
2. Building the Security Team
3. Controlling Access
4. Managing Transportation and Traffic
5. Managing Logistical Needs
6. Communication to Key Personnel (Informing and Staying Informed)

Superior Security will ensure clear communication is maintained for the entire event and will work closely with the Lea County Management team for quality assurance purposes. We believe communication is key for this project. Should any issues arise during the event, we will take immediate corrective action as necessary.

TRAINING PROGRAM

Superior Security Services training division is designed to meet all training requirements set forth by the State of New Mexico. We set our standards high, allowing us to give our clients the best possible security services available. In most areas of training our in-house training program exceeds the requirements set forth by the State of New Mexico. We utilize training instructors that are certified through the State of New Mexico to ensure our officers are trained according to state laws, guidelines, and standards. It should be noted that we will utilize trained unarmed and armed security officers for this event.

PRICE QUOTE (Lea County Fair & Rodeo)

The security bid presented below is based on the RFP guidelines that details the event schedule for the Lea County Fair & Rodeo scheduled to begin on July 30, 2021 and concludes on the morning of August 08, 2021. Please see the developed attached schedule that details our projected staffing.

Superior Security Services hourly rate and projections are listed below:

Hourly Rate Per Man Hour:

- \$36.50 per hour

Estimated Work Hours

- 1032 Man Hours-

Attachments:

- Staffing Schedule
- References
- Billing Estimate

Please feel free to contact us should you have any questions. We look forward to providing you quality services should we be provided the opportunity.

Sincerely,

Clint Agnew

superiorssnm@gmail.com

www.sssnm.net

SUPERIOR SECURITY SERVICES

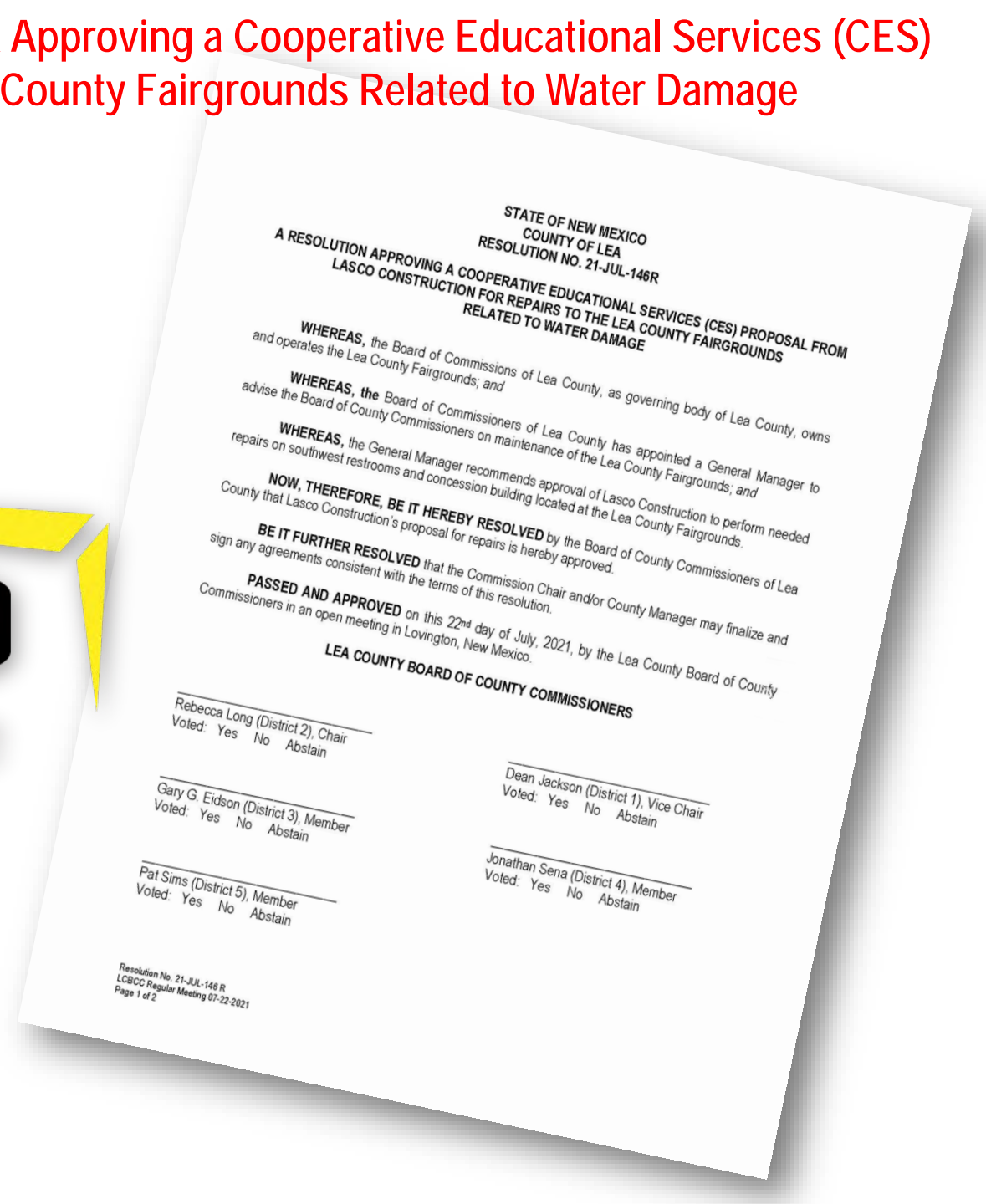
726 E. MICHIGAN, SUITE 110-E

HOBBS, NM, 88240

575-631-5282



Consideration of Lea County Resolution No. 21-JUL-146R Approving a Cooperative Educational Services (CES) Proposal from Lasco Construction for Repairs to the Lea County Fairgrounds Related to Water Damage





LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator [sstout@leacounty.net](mailto:ssstout@leacounty.net) by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 07/16/2021	SUBMITTED BY Name, Title, Dept: Jim Kemp/General Manager/Lea County Fairgrounds
SUBJECT: Approval of Lasco Construction to make necessary repairs due to freezing temperatures of restrooms/concession building at Fairgrounds.	ATTACHMENT(S): 1. Lasco Construction estimate 3. Resolution 2. Kirkmeyer Electric estimate
NO. OF ORIGINALS FOR SIGNATURE: 1	ACTION REQUESTED: Action Item
BUDGET LINE ITEM NUMBER: 460-32-4125	FISCAL BUDGET YEAR: 2021-2022

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:
3.3 "Infrastructure & Facilities"
"County shall provide.....and county facilities shall be maintained and shall meet the changing needs of the public."

SUMMARY:
Due to the hard freezing temperatures earlier in 2021, the southwest restrooms and concession building located at the Lea County Fairgrounds suffered damage from the bursting of pipes. On February 17, 2021, a claim was filed with Travelers Insurance. Lasco Construction was available to give estimate of the damages to provide to the insurance carrier, which resulted in estimated \$77,243.86. On or about March 7, 2021, the estimate was forwarded to insurance representative. On April 5, 2021, after not hearing from insurance, I emailed representative asking for direction. With Fair and Rodeo in mind, GM Kemp contacted plumbing company to begin repair work on water pipes. April 23, 2021, insurance adjuster made site visit to determine cost. On May 21, 2021, conference call was held with insurance representatives and adjuster. At this time, it was determined that \$23,811.67 would be paid on claim. During conversation, GM Kemp stated that the amount determined did not reasonably include all affected repair work needed. Insurance representative stated that \$100,000 would be sent to County to "get us started". Plumbing company completed repairs and insurance company sent out adjuster to re-assess damages further. At this time, GM Kemp proceeded to have Lasco Construction make necessary repairs to affected areas of the building in order to complete and be usable for the 2021 Fair and Rodeo. At this time, Lasco has worked diligently on building and will have ready for the annual event.

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____ <small>If checked, how many:</small>	See Additional Summary Attached <input type="checkbox"/>
--	---

SUBMITTER'S RECOMMENDATION(S): GM Kemp recommends approving Lasco Construction to make needed repairs.	Submitter's Signature Department Director, Etc. Digitally signed by Jim Kemp Jim Kemp Date: 2021.07.16 12:55:28 -0600
--	---

FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be expenditures from the Fairgrounds Fund of approximately \$77,243.86. Insurance proceeds will pay for a majority of the costs. Funds are budgeted in 460-32-4125.	Reviewed by Finance Director Henry C Low Jr Digitally signed by Henry C Low Jr Date: 2021.07.16 16:12:22 -0600
--	---

LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney
--	------------------------------------

COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda Digitally signed by Michael P. Gallagher II Michael Gallagher Date: 2021.07.21 19:25:22 -0600
-------------------------------	---

Item No. <u>0212</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN		
Approved: _____ Resolution No. <u>21-JUL-146R</u> Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____	Other: _____ Ordinance No. _____ Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-146R

**A RESOLUTION APPROVING A COOPERATIVE EDUCATIONAL SERVICES (CES) PROPOSAL FROM
LASCO CONSTRUCTION FOR REPAIRS TO THE LEA COUNTY FAIRGROUNDS
RELATED TO WATER DAMAGE**

WHEREAS, the Board of Commissions of Lea County, as governing body of Lea County, owns and operates the Lea County Fairgrounds; *and*

WHEREAS, the Board of Commissioners of Lea County has appointed a General Manager to advise the Board of County Commissioners on maintenance of the Lea County Fairgrounds; *and*

WHEREAS, the General Manager recommends approval of Lasco Construction to perform needed repairs on southwest restrooms and concession building located at the Lea County Fairgrounds.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that Lasco Construction's proposal for repairs is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

PASSED AND APPROVED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney



PHONE (575) 393-9161
FAX (575) 397-4993

BOX 877

314 W. MARLAND

HOBBS, N.M. 88241

March 5, 2021

Lea County
100 N. Main St.
Suite 12
Lovington, NM 88260

Attn: Jim Kemp

Re: Fairgrounds Restroom Water Damage

Lasco Construction, Inc. is pleased to present you with a proposal for the following:

Fix all water damage at the Fairgrounds Restroom

1. Demo all damaged sheetrock
2. Demo all damaged Ceramic tile
3. Tape/Bed/Paint
4. Lay new tile in unisex restroom
5. Re-place damaged shelving
6. Re-paint all painted walls
7. Caulk all cracks in corners of walls and ceilings
8. Re-place eight (8) light fixtures

Price	\$65,588.00
Tax 7.25%	<u>4,755.13</u>
Total	<u>\$70,343.13</u>

If you have any questions please let me know.

John Ragsdal

Digitally signed by John Ragsdal
DN: cn=John Ragsdal, o=Lasco Construction, Inc.,
ou, email=JohnRagsdal@lasco.biz, c=US
Location: Lasco Construction, Inc. PO Box 877,
Hobbs, NM 88241
Date: 2021.03.05 15:46:55 -07'00'
Adobe Acrobat version: 2021.001.20142

John Ragsdal, President

Date: 03/05/2021

Date: _____

LASCO

CONSTRUCTION, INC.

License No. 13641

PHONE (575) 393-9161
FAX (575) 397-4993

BOX 877

314 W. MARLAND

HOBBS, N.M. 88241

July 9, 2021

Lea County
100 N. Main St.
Suite 12
Lovington, NM 88260

Attn: Jim Kemp

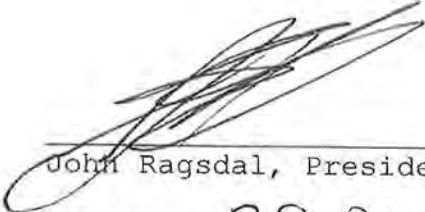
Re: Fairground Restroom, Storage and Kitchen Lights
Change Order Request 1 Change lights

Below is the cost for the above mentioned project:

1. 16- demo lights
2. 10 - 1x4 LED wraps surface 49watt 4000lumens
3. Six (6) 12" LED surface round

Price	\$6,434.25
Tax 7.25%	<u>466.48</u>
Total	<u>\$6,900.73</u>

If you have any questions please let me know.



John Ragsdal, President

Date: _____

7-9-21

Lea County

Date: _____



Consideration of Lea County Resolution No. 21-JUL-147R Approving a County Arterial Program Agreement between Lea County and the New Mexico Department of Transportation for the Local Government Road Fund Project No. 0000054388 Control No. L200538 (CAP Grant) for Fiscal Year 2021 – 2022

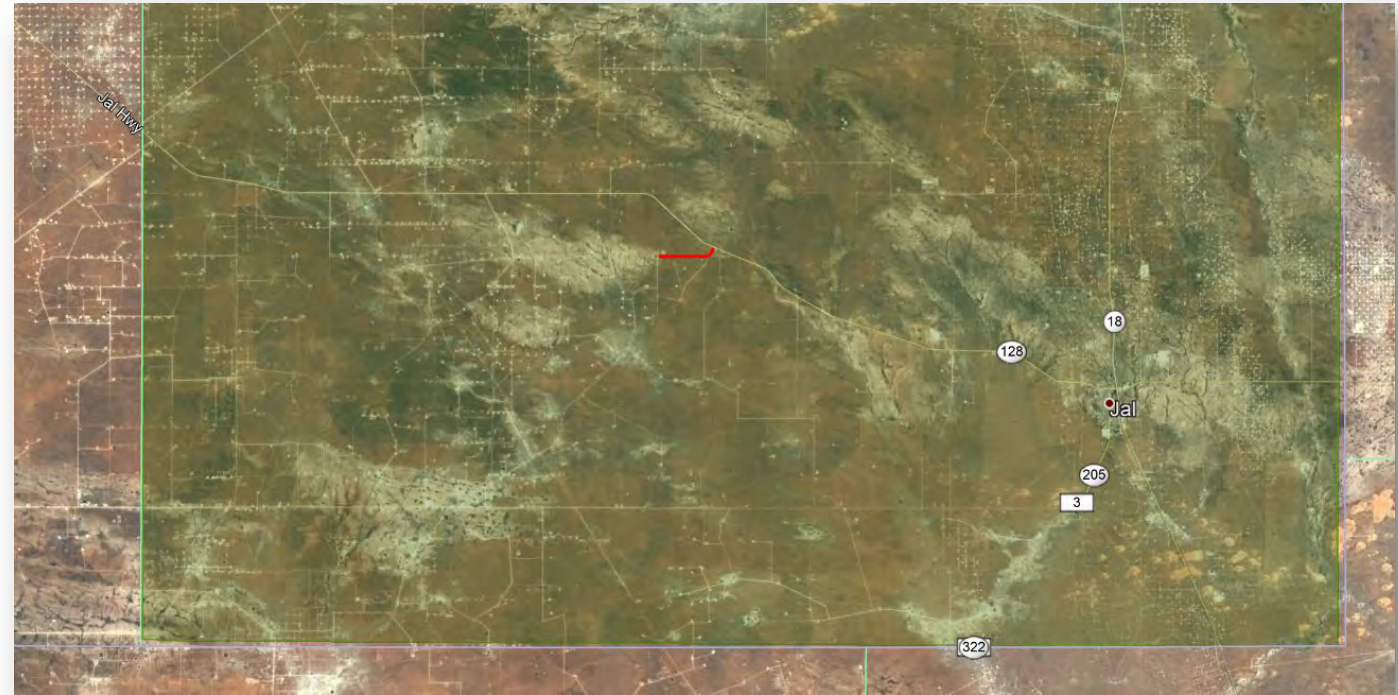
NMDOT and Lea County request to enter into an agreement to fund a portion of the Pavement Rehabilitation/Improvements-

Overlay with PMBP on Battle Axe Road within Lea County. The CAP Grant Project would fund up to \$297,448.00.

Proportional Shares are as follows:

NMDOT - 75% = \$223,086.00

Lea County- 25% = \$74,362.00





**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Per County Manager's May 22nd Email - Only Submit Items That Are Time Sensitive For This Meeting. Please submit this form & all attachments to the Finance Director clow@leacounty.net; cc the Executive Coordinator ssout@leacounty.net & County Manager mcallagher@leacounty.net by:

DATE SUBMITTED mm-dd-yyyy: 06/15/2021	SUBMITTED BY Name, Title, Dept: Corey Needham/ACM	
SUBJECT: Approving an Agreement between Lea County and NMDOT for the Project #: L200538 (CAP) LGRF Grant	ATTACHMENT(S): Resolution, Agreement	
NO. OF ORIGINALS FOR SIGNATURE: 3 Agreements, 1 Resolution	ACTION REQUESTED: Action Item	
BUDGET LINE ITEM NUMBER: 402-10-4764 402-10-4765	FISCAL BUDGET YEAR: FY 21/22	
STRATEGIC PLAN Implementation of 5 Year Strategic Plan; 1. % of chip sealed county roads vs. caliche roads (goal: each year chip seal more roads)		
SUMMARY: NMDOT and Lea County request to enter into an agreement to fund a portion of the Pavement Rehabilitation/Improvements- Overlay with PMBP on Battle Axe Road within Lea County. The CAP Grant Project would fund up to \$297,448.00. Proportional Shares are as follows: NMDOT - 75% = \$223,086.00 Lea County- 25% = \$74,362.00		
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____ <small>If checked, how many:</small>	See Additional Summary Attached <input type="checkbox"/>	
SUBMITTER'S RECOMMENDATION(S): Staff recommends the LCBCC accept and sign agreement as presented and allow staff to execute all documents related to completing the project.	Submitter's Signature Department Director, Etc. Corey Needham <small>Digitally signed by Corey Needham Date: 2021.06.28 14:55:25 -08'00'</small>	
FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be expenditures from the Road Fund of \$297,448.00. A state CAP grant will pay \$223,086.00 (75%) of the cost and Lea County will be responsible for \$74,362.00 (25%). Funds are budgeted and available in 402-10-4764 and 402-10-4765.	Reviewed by Finance Director Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2021.07.07 09:52:17 -06'00'</small>	
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney	
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda <i>Michael P. Gallagher II</i> <small>Digitally signed by Michael P. Gallagher II Date: 2021.07.21 20:12:50 -06'00'</small>	
Item No. 0213 RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN		
Approved: _____ Resolution No. <u>21-JUL-147R</u> Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____	Other: _____ Ordinance No. _____ Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JULY-147R

**A RESOLUTION APPROVING PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM
ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, Lea County and the New Mexico Department of Transportation enter into a County Arterial Agreement; *and*

WHEREAS, the total cost of the project will be \$297,448.00 to be funded in proportional share by the parties hereto as follows;

a) *New Mexico Department of Transportation's share shall be 75% or \$223,086.00*

b) *Lea County's required proportional matching share shall be 25% or \$74,362.00*

Total Project Cost = \$297,448.00

WHEREAS, Lea County shall pay all costs which exceed the total amount of three hundred five thousand two hundred seventy-one dollars and zero cents (**\$297,448.00**).

NOW, THEREFORE, BE IT HEREBY RESOLVED, in official session that Lea County determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing. The agreement terminates on December 31, 2022 and Lea County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW THEREFORE, BE IT RESOLVED by the Lea County Board of County Commissioners to enter into the County Arterial Agreement Project Number: **0000054388** Control Number: **L200538** with the New Mexico Department of Transportation for the LGRF Project for year 2021-2022 to perform a Pavement Rehabilitation/Improvements- Overlay with PMBP in southern Lea County starting at **Battle Axe Road**, starting at NM HWY 128, going south approximately 1.0 mile within the control of Lea County in Jal/Lea, New Mexico.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

PASSED, APPROVED AND ADOPTED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney

Contract No. _____
Vendor No. 0000054388
Control No. L200538

LOCAL GOVERNMENT ROAD FUND COUNTY ARTERIAL PROGRAM AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Lea County** (Public Entity), collectively referred as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Pavement Rehabilitation/Improvements**, as described in Control No. **L200538**, and the Public Entity’s resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. For purpose stated above, the estimated total cost for the Project is **two hundred ninety-seven thousand, four hundred forty-eight dollars and zero cents (\$297,448.00)** to be funded in proportional share by the parties as follows:

1. Department’s share shall be 75%: **\$223,086.00**

Pavement Rehabilitation/Improvements

2. Public Entity’s required proportional matching share shall be 25%: **\$74,362.00**

3. Total Project Cost: **\$297,448.00**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of **two hundred ninety- seven thousand, four hundred forty-eight dollars and zero cents (\$297,448.00)**
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
- d. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.
- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and

an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.

- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. The provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2022**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

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

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, and any other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

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

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the

State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

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

18. Applicable Law.

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

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

<<Add below sentence if page is quarter or more blank>>

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Lea County

By: _____

Date: _____

Title: _____

Attest: _____
County Clerk or Designee

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District 2 LGRF Coordinator

Cooperative Agreement No. _____ Control No. L200538
Joint Powers Agreement No. _____ Control No. _____

Entity: Lea County

Scope of Work (Including Routes and Termini):

The project will consist of applying a single Thin Overlay Mix (TOM) with a 1-inch TOM over the existing chip seal surface as well as widening the existing roadway from 26' to 32' foot wide. Lea County has successfully implemented the installation of TOM-C mixtures over chip seal surfaces into the Lea County Pavement Management Program.

I, the undersigned, in my capacity as Road Superintendent of Lea County state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Local Government Road Fund Project Handbook (Current Edition);
2. Construction of the project was performed in accordance with standards and specifications set forth in:
NM State Department of Transportation Standard specifications for Highway and Bridge Construction, 2007 Edition.
and completed on _____, 20____; and
3. That the total project cost of \$297,448.00, with New Mexico Department of Transportation 75% share of \$223,086.00 and the Public Entity share of 25 % \$75,362.00 (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

ESTIMATED SUMMARY COSTS & QUANTITIES

ENTITY: Lea County

TERMINI: Battle Axe: South beginning at NM HWY 128

SCOPE OF WORK: The project will consist of applying a single Thin Overlay Mix (TOM) with a 1 inch TOM over the existing chip seal surface as well as widening the existing roadway from 26' to 32' foot wide. Lea County has successfully implemented the installation of TOM-C mixtures over chip seal surfaces into the Lea County Pavement Management program.

The work will be completed utilizing a 3rd party asphalt construction company versed in TOM mix designs and installations. All necessary roadway failures and shoulder work will be completed with this project. CAP grant funding will be utilized for the purchase and installation of the TOM and any miscellaneous repairs necessary to complete the project.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COSTS	FINAL COSTS
1	Clearing/Grubbing	ACRE	3.64		\$1,100.00	\$ 13,200.00
2	Unclassified Excavation	C.Y.	978.65		\$12.10	\$ 12,433.78
3	Subgrade Prep	S.Y.	3,520.56		\$1.38	\$ 5,349.04
5	Borrow for Base	C.Y.	1,075.56		\$25.30	\$ 31,293.29
7	Asphalt for Tack	S.Y.	12,906.67		\$0.17	\$ 2,236.08
8	Asphalt for Prime, Owner Furnished, Contractor Installed complete in place	S.Y.	12,906.67		\$0.44	\$ 5,962.88
9	Single Penetration Chip Seal	S.Y.	18,773.33		\$1.65	\$ 30,976.00
10	TOM asphalt in place	TON	2,154.24		\$93.50	\$ 221,563.58
12	Traffic Control	MILE	6.00		\$2,750.00	\$ 16,500.00
13	3/8" Aggregate	TON	300.37		\$25.85	\$ 7,764.65
	SUBTOTAL					\$347,279.31
	NMGRT				5.5%	\$19,100.36
	Total					\$366,379.67
	75% State Participating					\$223,086.00
	25% Matching County Funds					\$75,362.00
	Additional County Funds					\$67,931.67



Consideration of Lea County Resolution No. 21-JUL-148R Approving a County Cooperative Grant Agreement between Lea County and the New Mexico Department of Transportation for the Local Government Road Fund Project No. 0000054388 Control No. L200523 (CO-OP Grant) for Fiscal Year 2021 - 2022

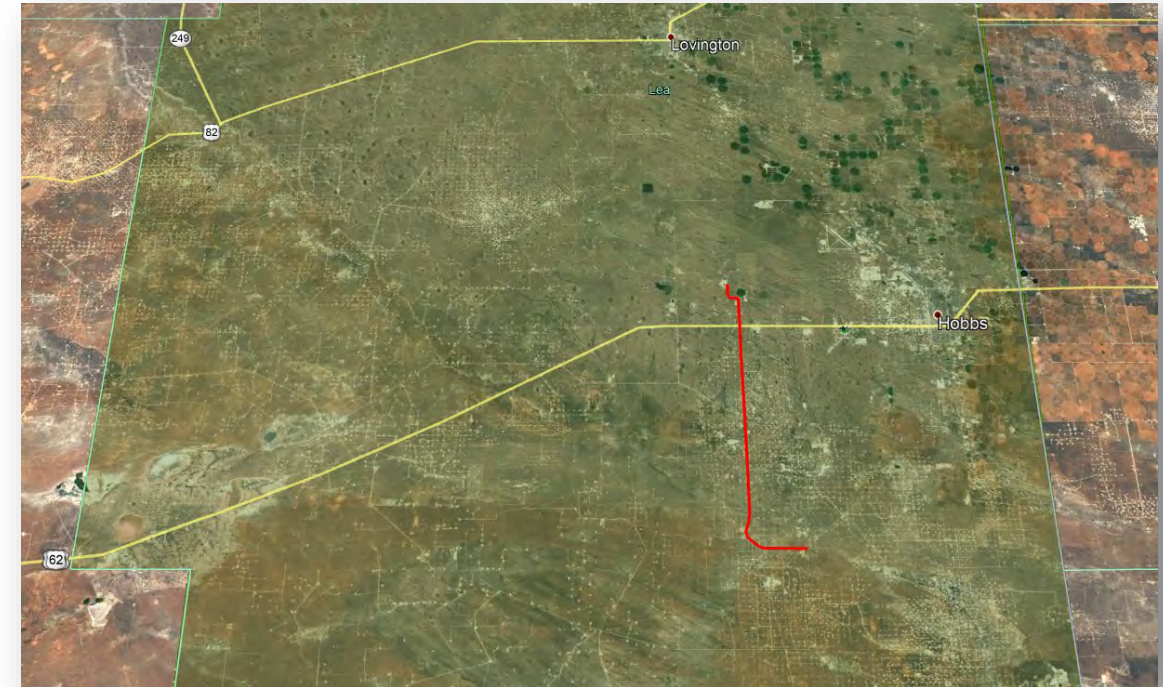
NMDOT and Lea County request to enter into an agreement to fund a portion of the Pavement Rehabilitation/Improvements (Chip Seal) on 15.1 miles of Maddox Road within Lea County.

The CO-OP Grant Project would fund up to \$133,333.33.

Proportional Shares are as follows:

NMDOT - 75% = \$100,00.00

Lea County- 25% = \$33,333.33





**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Per County Manager's May 22nd Email - Only Submit Items That Are Time Sensitive For This Meeting. Please submit this form & all attachments to the Finance Director clow@leacounty.net; cc the Executive Coordinator sstout@leacounty.net & County Manager mgallagher@leacounty.net by:

DATE SUBMITTED mm-dd-yyyy: 06/15/2021	SUBMITTED BY Name, Title, Dept: Corey Needham/ACM
SUBJECT: Approving an Agreement between Lea County and NMDOT for the Project #: L200523 (CO-OP) LGRF Grant	ATTACHMENT(S): Resolution, Agreement
NO. OF ORIGINALS FOR SIGNATURE: 3 Agreements, 1 Resolution	ACTION REQUESTED: Action Item
BUDGET LINE ITEM NUMBER: 402-10-4766 402-10-4767	FISCAL BUDGET YEAR: FY21/22
STRATEGIC PLAN Implementation of 5 Year Strategic Plan: 1. % of chip sealed county roads vs. caliche roads (goal: each year chip seal more roads)	
SUMMARY: NMDOT and Lea County request to enter into an agreement to fund a portion of the Pavement Rehabilitation/Improvements (Chip Seal) on 15.1 miles of Maddox Road within Lea County. The CO-OP Grant Project would fund up to \$133,333.33. Proportional Shares are as follows: NMDOT - 75% = \$100,000.00 Lea County- 25% = \$33,333.33	
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> If checked, how many: Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	See Additional Summary Attached <input type="checkbox"/>
SUBMITTER'S RECOMMENDATION(S): Staff recommends the LCBCC accept and sign agreement as presented and allow staff to execute all documents related to completing the project.	Submitter's Signature Department Director, Etc. Corey Needham <small>Digitally signed by Corey Needham Date: 2021.06.28 15:10:12 -06'00'</small>
FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be expenditures from the Road Fund of \$133,333.33. \$100,000.00 (75%) will be paid for by an NMDOT COOP Grant and Lea County will be responsible for \$33,333.33 (25%). Funds are budgeted and available in 402-10-4766 and 402-10-4767.	Reviewed by Finance Director Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2021.07.07 09:47:45 -06'00'</small>
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda <i>Michael P. Gallagher II</i> <small>Digitally signed by Michael P. Gallagher II Date: 2021.07.21 20:32:53 -06'00'</small>
Item No. <u>0214</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN	
Approved: _____ Resolution No. <u>21-JUL-148R</u> Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____ Other: _____ Ordinance No. _____ Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JULY-148R

**A RESOLUTION APPROVING PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM
ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, Lea County and the New Mexico Department of Transportation enter into a Cooperative Agreement; *and*

WHEREAS, the total cost of the project will be \$133,333.33 to be funded in proportional share by the parties hereto as follows;

- a) New Mexico Department of Transportation's share shall be 75% or \$100,000.00*
- b) Lea County's required proportional matching share shall be 25% or \$33,333.33*

Total Project Cost = \$133,333.33

WHEREAS, Lea County shall pay all costs which exceed the total amount of one hundred thirty-three thousand three hundred thirty-three dollars and thirty-three cents (**\$133,333.33**).

NOW, THEREFORE, BE IT HEREBY RESOLVED, in official session that Lea County determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing. The agreement terminates on December 31, 2022 and Lea County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW THEREFORE, BE IT RESOLVED by the Lea County Board of County Commissioners to enter into the Cooperative Agreement Project Number: **0000054388** Control Number: **L200523** with the New Mexico Department of Transportation for the LGRF Project for year 2020-2021 to perform a Pavement Rehabilitation/Improvements (chip seal) in southern Lea County starting at **Maddox – starting at Twombly, going south for 15.1 miles to the end of this project** within the control of Lea County in Jal/Lea, New Mexico.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

PASSED, APPROVED AND ADOPTED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney

Contract No. _____
Vendor No. 0000054388
Control No. L200523

LOCAL GOVERNMENT ROAD FUND COUNTY COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Lea County** (Public Entity), collectively referred as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Pavement Rehabilitation/Improvements**, as described in Control No. **L200523**, and the Public Entity’s resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. For purpose stated above, the estimated total cost for the Project is **one hundred thirty-three thousand three hundred thirty-three dollars and thirty-three cents (\$133,333.33)** to be funded in proportional share by the parties as follows:

1. Department’s share shall be 75%: **\$100,000.00**

Pavement Rehabilitation/Improvements

2. Public Entity’s required proportional matching share shall be 25%: **\$33,333.33**

3. Total Project Cost: **\$133,333.33**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of **one hundred thirty-three thousand three hundred thirty-three dollars and thirty-three cents (\$133,333.33)**
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
- d. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.
- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should

reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost** form.

- m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. The provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2022**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

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

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As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, and any other applicable law.

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The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

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

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

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The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

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There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

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

18. Applicable Law.

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

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

<<Add below sentence if page is quarter or more blank>>
The remainder of this page in intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Lea County

By: _____

Date: _____

Title: _____

Attest: _____
County Clerk or Designee

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District 2 LGRF Coordinator

Cooperative Agreement No. _____ Control No. L200523
Joint Powers Agreement No. _____ Control No. _____

Entity: Lea County

Scope of Work (Including Routes and Termini):

The project will consist of applying a single course chip seal over the existing chip seal surface. Lea County's pavement management program calls for chips sealed roadways to be resurfaced on an 8-10 year basis. This is in accordance with National Cooperation Highway Research Program Chip Seal Best Practices. The work will be completed utilizing Lea County Road Department personnel.

I, the undersigned, in my capacity as Road Superintendent of Lea County state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Local Government Road Fund Project Handbook (Current Edition);
2. Construction of the project was performed in accordance with standards and specifications set forth in:
NM State Dept. of Transportation Standard specifications for Highway and Bridge Construction, 2007 Edition and completed on _____, 20____; and
3. That the total project cost of \$133,333.33, with New Mexico Department of Transportation 75% share of \$100,000.00 and the Public Entity share of 25% \$33,333.33 (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

ESTIMATED SUMMARY COSTS & QUANTITIES

ENTITY: Lea County

TERMINI:

Maddox- starting at Twombly, going south for 15.1 miles to the end of this project.

SCOPE OF WORK: The project will consist of applying a single course chip seal over the existing chip seal surface. Lea County's pavement management program calls for chips sealed roadways to be resurfaced on an 8-10 year basis. This is in accordance with National Cooperation Highway Research Program Chip Seal Best Practices.

The work will be completed utilizing Lea County Road Department personnel. All necessary roadway failures and shoulder work will be completed with this project. CO-OP grant funding will be utilized to purchase the necessary High Float Emulsion Asphalt Material and will as the aggregate (chips) necessary to complete the project.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COSTS	FINAL COSTS
1	HFE 100P	TON	453		\$409.18	\$185,358.54
2	CHIPS	TON	2,793.5		\$32.50	\$90,788.75
	Total					\$276,147.29
	75 % State Participating					\$100,000.00
	25 % Matching County Funds					\$33,333.33
	Additional County Funds					\$142,813.96



Consideration of Lea County Resolution No. 21-JUL-149R Approving a School Bus Route Agreement between Lea County and the New Mexico Department of Transportation for the Local Government Road Fund Project No. 0000054388 Control No. L200545 (SB Grant) for Fiscal Year 2021 – 2022

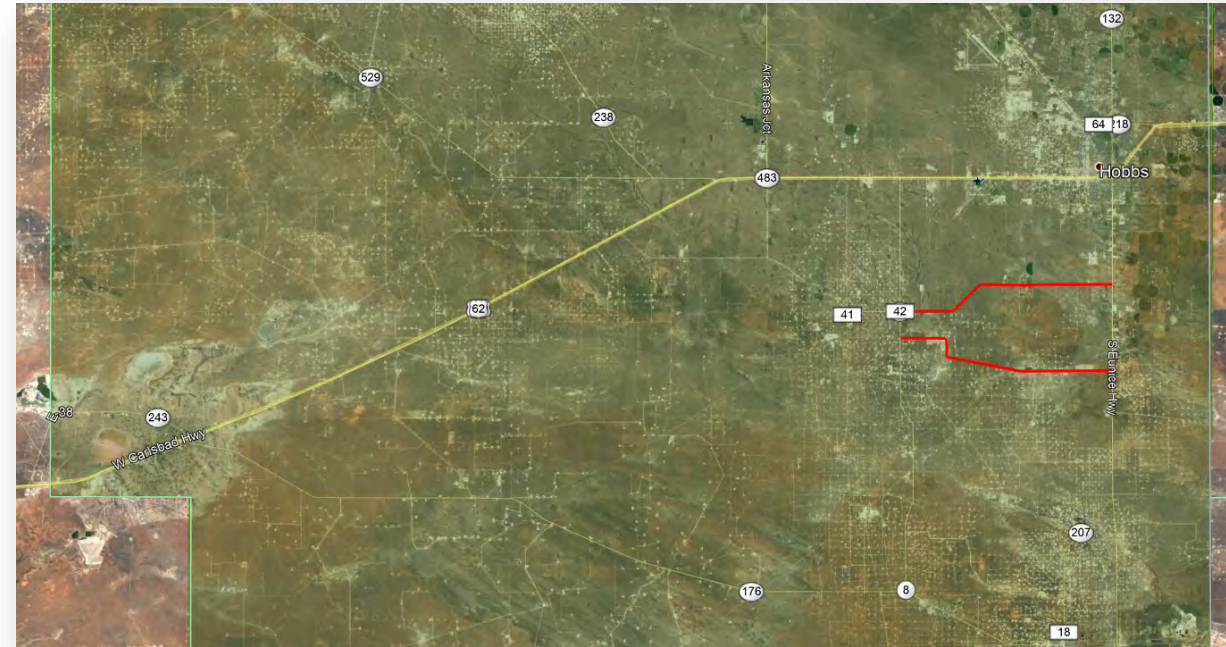
NMDOT and Lea County request to enter into an agreement to fund a portion of the Pavement Rehabilitation/Improvements (Chip Seal) on 8.5 miles of Monument and 8.9 miles of Billy Walker Roads within Lea County.

The CO-OP Grant Project would fund up to \$243,930.67.

Proportional Shares are as follows:

NMDOT - 75% = \$182,948.00

Lea County- 25% = \$60,982.67





**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Per County Manager's May 22nd Email - Only Submit Items That Are Time Sensitive For This Meeting. Please submit this form & all attachments to the Finance Director clow@leacounty.net; cc the Executive Coordinator ss Stout@leacounty.net & County Manager mgallagher@leacounty.net by:

DATE SUBMITTED mm-dd-yyyy: 06/15/2021		SUBMITTED BY Name, Title, Dept: Corey Needham/ACM	
SUBJECT: Approving an Agreement between Lea County and NMDOT for the Project #: L200545 (SB) LGRF Grant		ATTACHMENT(S): Resolution, Agreement	
NO. OF ORIGINALS FOR SIGNATURE: 3 Agreements, 1 Resolution		ACTION REQUESTED: Action Item	
BUDGET LINE ITEM NUMBER: 402-10-4768 402-10-4769		FISCAL BUDGET YEAR: FY 21/22	
STRATEGIC PLAN Implementation of 5 Year Strategic Plan: 1. % of chip sealed county roads vs. caliche roads (goal: each year chip seal more roads)			
SUMMARY: NMDOT and Lea County request to enter into an agreement to fund a portion of the Pavement Rehabilitation/Improvements (Chip Seal) on 8.5 miles of Monument and 8.9 miles of Billy Walker Roads within Lea County. The CO-OP Grant Project would fund up to \$243,930.67. Proportional Shares are as follows: NMDOT - 75% = \$182,948.00 Lea County- 25% = \$60,982.67			
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> If checked, how many: Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____		See Additional Summary Attached <input type="checkbox"/>	
SUBMITTER'S RECOMMENDATION(S): Staff recommends the LCBCC accept and sign agreement as presented and allow staff to execute all documents related to completing the project.		Submitter's Signature Department Director, Etc.	
FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be expenditures from the Road Fund of \$243,930.67. A state grant will pay for \$182,948.00 (75%) of the cost and Lea County will be responsible for \$60,982.67 (25%). Funds are budgeted and available in 402-10-4768 and 402-10-4769.		Reviewed by Finance Director Henry C Low Jr Digitally signed by Henry C Low Jr Date: 2021.07.07 09:35:01 -06'00'	
LEGAL REVIEW: (Note: Travel does not need legal review)		Reviewed by County Attorney	
COUNTY MANAGER REVIEW:		Approved by County Manager to be Placed on Agenda Mike Colloff Digitally signed by Michael P. Gallagher II Date: 2021.07.21 20:47:20 -06'00'	
Item No. <u>0215</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN			
Approved: _____ Resolution No. <u>21-JUL-149R</u> Continued To: _____		Denied: _____ Policy No. _____ Referred To: _____ Other: _____ Ordinance No. _____ Comments: _____	

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JULY-149R

**A RESOLUTION APPROVING PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM
ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, Lea County and the New Mexico Department of Transportation enter into a School Bus Route Agreement; *and*

WHEREAS, the total cost of the project will be \$243,930.67 to be funded in proportional share by the parties hereto as follows;

a) New Mexico Department of Transportation's share shall be 75% or \$182,948.00

b) Lea County's required proportional matching share shall be 25% or \$60,982.67

Total Project Cost = \$243,930.67

WHEREAS, Lea County shall pay all costs which exceed the total amount of two hundred forty-three thousand nine hundred thirty dollars and sixty-seven cents (**\$243,930.67**).

NOW, THEREFORE, BE IT HEREBY RESOLVED, in official session that Lea County determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing. The agreement terminates on December 31, 2022 and Lea County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW THEREFORE, BE IT RESOLVED by the Lea County Board of County Commissioners to enter into the Cooperative Agreement Project Number: **0000054388** Control Number: **L200545** with the New Mexico Department of Transportation for the LGRF Project for year 2020-2021 to perform a Pavement Rehabilitation/Improvements (chip seal) in southern Lea County starting at **Monument- starting at nm-18, going east for 8.5 miles to end of this project and Billy Walker- starting at NM-18, going east for 8.9 miles to the end of this project** within the control of Lea County in Hobbs/Lea, New Mexico.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

PASSED, APPROVED AND ADOPTED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney

Contract No. _____
Vendor No. 0000054388
Control No. L200545

LOCAL GOVERNMENT ROAD FUND SCHOOL BUS ROUTE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Lea County** (Public Entity), collectively referred as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Pavement Rehabilitation/Improvements**, as described in Control No. **L200545**, and the Public Entity’s resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. For purpose stated above, the estimated total cost for the Project is **two hundred forty-three thousand, nine hundred thirty dollars and sixty-seven cents (\$243,930.67)** to be funded in proportional share by the parties as follows:

1. Department’s share shall be 75%: **\$182,948.00**

Pavement Rehabilitation/Improvements

2. Public Entity’s required proportional matching share shall be 25%: **\$60,982.67**

3. Total Project Cost: **\$243,930.67**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of **two hundred forty-three thousand, nine hundred thirty dollars and sixty-seven cents (\$243,930.67)**
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
- d. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.
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- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
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- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. The provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

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NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Lea County

By: _____

Date: _____

Title: _____

Attest: _____
County Clerk or Designee

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District 2 LGRF Coordinator

Cooperative Agreement No. _____ Control No. L200545
Joint Powers Agreement No. _____ Control No. _____

Entity: Lea County

Scope of Work (Including Routes and Termini):

The project will consist of applying a single course chip seal over the existing chip seal surface. Lea County's pavement management program calls for chips sealed roadways to be resurfaced on an 8-10 year basis. This is in accordance with National Cooperation Highway Research Program Chip Seal Best Practices. The work will be completed utilizing Lea County Road Department personnel

I, the undersigned, in my capacity as Road Superintendent of Lea County state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Local Government Road Fund Project Handbook (Current Edition);
2. Construction of the project was performed in accordance with standards and specifications set forth in:
NM State Dept. of Transportation Standard specifications for Highway and Bridge construction, 2007 Edition and completed on _____, 20____; and
3. That the total project cost of \$297,448.00, with New Mexico Department of Transportation 75% share of \$223,086.00 and the Public Entity share of 25% \$74,362.00 (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

ESTIMATED SUMMARY COSTS & QUANTITIES

ENTITY: Lea County

TERMINI: Monument- starting at NM-18, going east for 8.5 miles to the end of this project.

Billy Walker- starting at NM-18, going east for 8.9 miles to the end of this project.

SCOPE OF WORK: The project will consist of applying a single course chip seal over the existing chip seal surface. Lea County's pavement management program calls for chips sealed roadways to be resurfaced on an 8-10 year basis. This is in accordance with National Cooperation Highway Research Program Chip Seal Best Practices.

The work will be completed utilizing Lea County Road Department personnel. All necessary roadway failures and shoulder work will be completed with this project. SB grant funding will be utilized to purchase the necessary High Float Emulsion Asphalt Material and will as the aggregate (chips) necessary to complete the project.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COSTS	FINAL COSTS
1	HFE 100P	TON	536		\$490.70	\$263,015.20
2	CHIPS	TON	3,220		\$24.60	\$79,212.00
	Total					\$342,227.20
	75% State Participating					\$182,948.00
	25% Matching County Funds					\$60,982.67
	Additional County Funds					\$98,296.53



Consideration of Lea County Resolution No. 21-JUL-150R Approving Award of Bid No. 07 2020 – 2021 Asphalt Emulsions Indefinite Quantity to Multiple Vendors for the Lea County Road Department

Asphalt emulsions are an oil product with an emulsifier, water, asphalt, and polymers that are used to install chip seal without the use of hot oil.

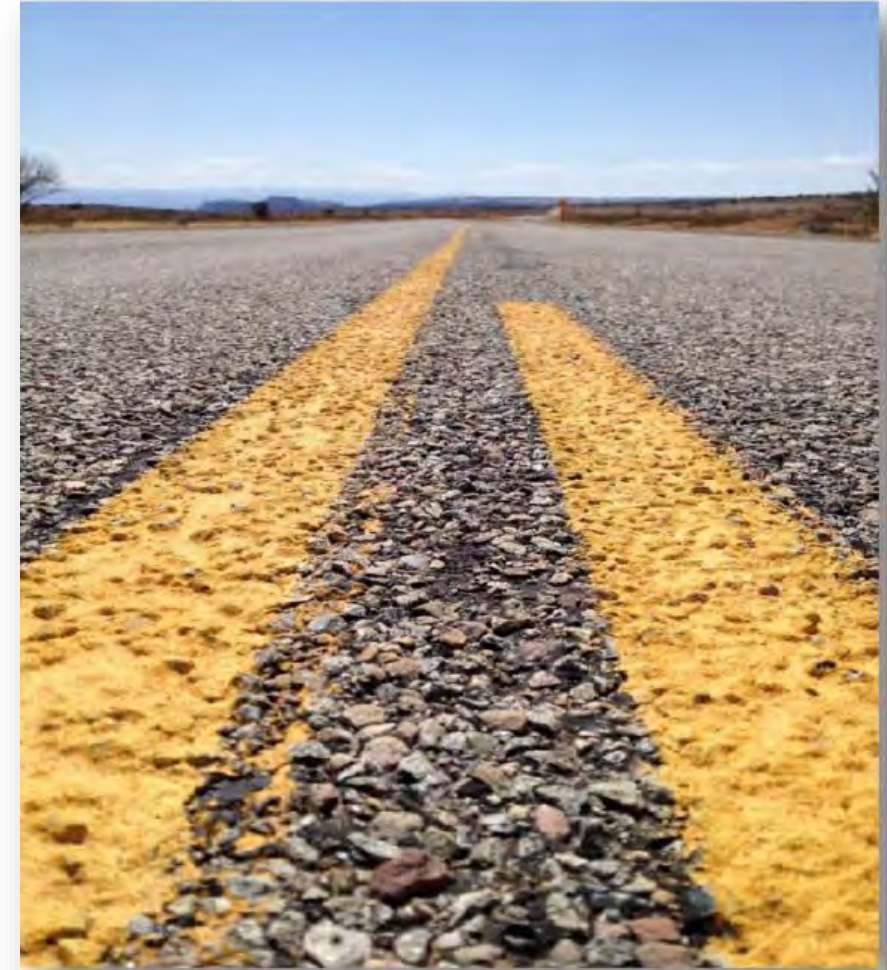
Lea County advertised and received 3 qualified bidders for the products requested.

Sometimes a single supplier is not able to supply the different types of oils, asphalts and emulsions to meet the needs of Lea County. For this reason, Lea County issued this RFP with the ability to award single items to the low bidder for that item.

Staff recommends utilizing the method of award in the bid and award each item listed to the low bidder (vendor).

These vendors include: Holly Frontier and Quality Emulsions

Purchase is currently budgeted in FY 21/22 in 402-10-2051





**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 07/06/2021	SUBMITTED BY Name, Title, Dept: Corey Needham, ACM
SUBJECT: AWARD RFP- Bid #07 (20-21) ASPHALT EMULSIONS-indefinite quantity	ATTACHMENT(S): Resolution, Powerpoint, Bid Tab Spreadsheet, Holly Frontier bid documents, Quality Emulsions bid documents
NO. OF ORIGINALS FOR SIGNATURE: 1 Resolution	ACTION REQUESTED: Action Item
BUDGET LINE ITEM NUMBER: 402-10-2051	FISCAL BUDGET YEAR: fy 21-22

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:
% of chip sealed county roads vs. caliche roads (goal: end year chip seal more roads)

SUMMARY:

Asphalt emulsions is an oil product with an emulsifier, water, asphalt, and polymers that are used to install chip seal without the use of hot oil. Lea County utilizes asphalt emulsions during the chip seal process that is used on county roadways for both existing maintenance of paved roadways and the surfacing of a new chip sealed roadways. Lea County advertised these bids and received 3 qualified bidders and recommends awarding each item to the low bidder. Holly Frontier Refining & Marketing, LLC. Ergon Asphalt & Emulsions, INC. Quality Emulsions, LLC.

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____ <small>If checked, how many:</small>	See Additional Summary Attached <input type="checkbox"/>
SUBMITTER'S RECOMMENDATION(S): Staff recommends that LCBC award the RFP by line item to the lowest bidder for each items and allow staff to sign and execute all documents related to the project.	Submitter's Signature Department Director, Etc. Corey Needham <small>Digitally signed by Corey Needham Date: 2021.07.06 15:35:02 -06'00'</small>
FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be expenditures from the Road Department that will be dependent upon the type of product used and the amount used at the bid price. Funds are budgeted and available in 402-10-2051	Reviewed by Finance Director Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2021.07.07 08:55:44 -06'00'</small>
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda <i>Michael Collopy</i> <small>Digitally signed by Michael P. Gallagher II Date: 2021.07.21 21:00:50 -06'00'</small>

Item No. 0216

RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN

Approved: _____	Denied: _____	Other: _____
Resolution No. <u>21-JUL-150R</u>	Policy No. _____	Ordinance No. _____
Continued To: _____	Referred To: _____	Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-150R

**A RESOLUTION APPROVING AWARD OF BID NO. 07 2020 - 2021 ASPHALT EMULSIONS
INDEFINITE QUANTITY TO MULTIPLE VENDORS FOR THE LEA COUNTY ROAD DEPARTMENT**

WHEREAS, the chip seal surfacing process is used on county roadways for both existing maintenance of existing paved roadways and the surfacing of new chip sealed roadways; *and*

WHEREAS, various asphalt emulsions are used during the chip sealing process; *and*

WHEREAS, Lea County staff recommends awarding the bid per item to the vendor with the lowest bid per item; *and*

WHEREAS, Lea County staff recommends awarding portions of the bid to Holly Asphalt and Quality Emulsions for items in which each company was the low bid.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that the award of asphalt emulsions be awarded to multiple vendors is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

PASSED AND APPROVED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney

ASPHALT EMULSIONS --
BID #07 – (20-21)

Item	Approx Quantity	Unit	Article & Description	UNIT PRICE		
				Quality	HollyFrontier	Ergon
1	2000	TON	Asphalt Emulsified Prime (AEP) - Delivered to Lea County	502-	479.86	560-
2	500	TON	Penetrating Emulsified Prime (PEP) - Delivered to Lea County	306-	344.86	440-
3	100	TON	High Float Emulsion 90 – Delivered to Lea County	490-	424.86	480-
4	3500	TON	High Float Emulsion 100P, 1:1 Dilute - Delivered to Lea County	295-	304.86	350-
5	100	TON	High Float Emulsion 100P – Delivered to Lea County	524-	479.86	540-
6	100	HOUR	Demurrage Charge County Wide – (See clause for specific details)	95-	90-	80-
7	100	TON	Freight for Returns – This item applies to costs incurred by the Supplier and shall be quantified and paid by the number of tons returned and includes pump and hose charges. Freight for returns may be charged by the vendor in the event a fully or partially loaded tanker is returned back to the supplier's plant by the County Public Works Director or their designee (see the freight for return clause for specific detail)	35-	45-	80-
TOTAL						

BID FORM
 ASPHALT EMULSIONS
 LEA COUNTY ROAD DEPARTMENT
 BID #07 – (20-21)

Item	Approx Qty	Unit	Article and Description	Unit Price
001	2000	TON	Asphalt Emulsified Prime (AEP) -Delivered to Lea County.	<u>\$ 479.86</u>
002	500	TON	Penetrating Emulsified Prime (PEP) – Delivered To Lea County.	<u>\$ 344.86</u>
003	100	TON	High Float Emulsion 90 – Delivered to Lea County.	<u>\$ 424.86</u>
004	3500	TON	High Float Emulsion 100P, 1:1 Dilute – Delivered to Lea County.	<u>\$ 304.86</u>
005	100	TON	High Float Emulsion 100P – Delivered to Lea County.	<u>\$ 479.86</u>
006	100	HOUR	Demurrage Charge County Wide – (See clause for specific detail).	<u>\$ 90.00</u>
007	100	TON	Freight For Returns – This item applies to costs incurred by The supplier and shall be quantified and paid by the number Of tons returned and includes pump and hose charges. Freight For returns may be charged by the vendor in the event a fully or Partially loaded tanker is returned back to the supplier's plant by The County Public Works Director of their designee (see the Freight For Return clause for specific detail).	<u>\$ 45.00</u>
TOTAL				<u>\$ 2,303,132.00</u>

PRICE PROPOSAL
BID FOR LUMP SUM CONTRACT

Date of Bid: 6/22/21

New Mexico State Contractor's License No. 389846 ATTACH A COPY

Resident Contractor's Preference Certificate No. L0385397168 ATTACH A COPY

Public Works Registration No. 002432220121212 ATTACH A COPY

Contractor's New Mexico Gross Receipts Tax No. 03-145917-00-0

Contractor's Federal Employee Identification No. 75-1056913

Attached forms have been completed & signed: ☒ Yes Campaign Contribution
Debarment Certification
Resident Preference Form
Non-Collusion Affidavit

**Also attached is Lea County's sample Contract.

State of New Mexico, County of Lea,
BID #07-(20-21)

Project Name: ASPHALT EMULSIONS – Indefinite Quantity
LEA COUNTY ROAD DEPARTMENT

Bid of (company name): HollyFrontier Refining & Marketing, LLC
(Hereinafter called the "Contractor") organized and existing under the laws of the State of New Mexico, doing business as a (Corporation) Partnership or Individual. (Circle correct one).

To: County of Lea, Lovington, New Mexico (hereinafter called the "Owner"):

The undersigned, as an authorized representative for the Contractor named above, in compliance with the Invitation to Bid #07-(20-21) – ASPHALT EMULSIONS

The undersigned Contractor's representative also acknowledges receipt of the following Addenda:

Addendum No: 1, dated 6/8/21, Addendum No: , dated

Addendum No: , dated , Addendum No: , dated

Addendum No: , dated , Addendum No: , dated

Addendum No: , dated , Addendum No: , dated

Base Price (excluding NM GRT): The Contractor agrees to perform/provide all estimated services/work & materials as requested and described in this Bid for a total amount determined as follows:

Total Base Price Lump Sum without Tax

\$ 2,303,132.00

Two million Three hundred and three thousand One hundred thirty two Dollars
(Total Base Price written in words)

(Total amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words will govern - **please print**). All sums shall **exclude NM Gross Receipts Tax**.

The Contractor understands that the contract will be awarded in accordance with the provisions of the Bid and that the Owner reserves the right to reject any or all bids and to waive any formalities in the bidding.

The Contractor agrees that these prices will be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this Price, Contractor will execute the final contract and deliver surety bonds as required by the Instructions to Bidders within seven calendar days.

The Bid Security attached in the sum of 5% of the amount proposed is: 5% of tabulation
Dollars, (\$ _____)

and shall become the property of the Owner in the event the contract and bonds are not executed within the time set forth herein, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

Respectfully Submitted,

By : (Authorized Signature) R.E. Clark Date: 6/21/21

By : (Same Name, Printed or Typed) Randall E. Clark

Title: Director of Asphalt Marketing

Company: HollyFrontier Refining & Marketing, LLC

Address: P.O. Box 26743 Phone: (505) 344-3526

Albuquerque, NM Zip: 87125

Fax: (505) 344-0181 Email: diana.bradley@hollyfrontier.com

(Affix Corporate Seal if bid by Corporation):



Finance Department
100 North Main, Suite 11
Lovington, NM 88260

Phone: (575) 396-8521
Fax: (575) 396-5684
e-mail: kferguson@leacounty.net

ADDENDUM ONE

ASPHALT EMULSIONS – Indefinite Quantity
LEA COUNTY ROAD DEPARTMENT
NIGP Codes: 745-08, 745-10
BID #07 – (20-21)

DUE DATE: JUNE 22, 2021 – 2:00 P.M. (MST)

POSTED TO WEBSITE:
JUNE 8, 2021

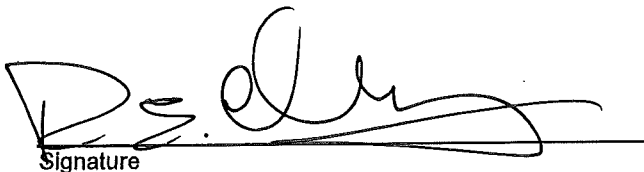
The following information is hereby made part of this BID. **This form must be SIGNED and returned with your initial offer.**

Q: Is there a budget for the above mentioned project?

A: Budget depends on revenues and needs. Range \$10,000 - \$1.5 million annually.

All other items remain the same.

This signed addendum must accompany your offer.


Signature

6/18/21
Date

Randall E Clark
Printed Name

HollyFrontier Refining & Marketing, LLC
Company

BID BOND

**Travelers Casualty and Surety Company of America
Hartford, CT 06183**

KNOWN ALL BY THESE PRESENTS, That we, HollyFrontier Refining & Marketing LLC,
as Principal, and Travelers Casualty and Surety Company of America, as Surety, are
held and firmly bound unto Lea County Board of County Commissioners, as
Obligee, in the sum of Five percent of amount proposed
Dollars (5% of amount proposed) for the payment of which we bind ourselves, and our
successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a
contract for Asphalt Emulsions - Indefinite Quantity - Bid #07-(20-21)
("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid,
and Principal enters into a contract with Obligee in conformance with the terms of the
bid and provides such bond or bonds as may be specified in the bidding or contract
documents, then this obligation shall be void; otherwise Principal and Surety will pay to
Obligee the difference between the amount of Principal's bid and the amount for which
Obligee shall in good faith contract with another person or entity to perform the work
covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed
the penal sum of this bond.

Signed this 22nd day of June, 2021.

HollyFrontier Refining & Marketing LLC

(Principal)

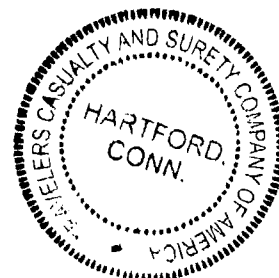
By: 

Travelers Casualty and Surety Company of America

By: 

Mary Ann Garcia,

, Attorney-in-Fact





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Mary Ann Garcia of Houston, Texas, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 22nd day of June, 2021



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Marsh

Susana Martinez
Governor

Pat McMurray
Director

Robert "Mike" Unthank
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **HOLLYFRONTIER REFINING &
PERMANENT LICENSE #389846**

Located at: P.O. BOX 26743, ALBUQUERQUE, NM 87125

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:

GA01

And to permit or contract projects singly in New Mexico of a dollar amount up to:

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on


Signature of Contractor

09/26/2016



Pat McMurray
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable

Company Details

Company Name	HOLLYFRONTIER REFINING & MARKETING, LLC	License Number	389846
Phone Number	5053443526	License Status	Active
Issue Date	09/26/2016	Expiry Date	09/30/2022
Volume	\$1000000.00 +		
Principal Place of Business Address			
P.O. BOX 26743			
City	ALBUQUERQUE		
State	NM	Zip Code	87125

QP Details

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **HOLLYFRONTIER REFINING &
MARKETING LLC**

DBA: **HOLLYFRONTIER REFINING &
MARKETING LLC
4949 EDITH BLVD NE
ALBUQUERQUE, NM 87107-4128**

Expires: **05-Mar-2024**

Certificate Number:

L0385397168

A handwritten signature in black ink, appearing to read 'Stephanie Schardin Clarke', is written over a horizontal line.

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Certificate of Contractor Registration



This is to certify that

HollyFrontier Refining & Marketing, LLC

4949 EDITH BLVD NE

ALBUQUERQUE, NM, 87107-4128

has registered with the Department of Workforce Solutions

Registration Date: 11/2/2020

Registration Number: 002432220121212

**This certificate does not show the current status of the company.
To see the current status for this company please go to the Public Works
and Apprenticeship Application (PWAA) at
<https://www.dws.state.nm.us/pwaa>**

ASPHALT EMULSIONS
OPTIONS, EXCEPTIONS OR VARIATIONS

LEA COUNTY ROAD DEPARTMENT
NIGP Codes: 745-08, 745-10
BID #07-(20-21)

DUE DATE: June 22, 2021 – 2:00 P.M. (LOCAL TIME)

Please state each and every option, exception, or variation to the specifications (if any) for the products or services offered (use additional pages if necessary). *If bid deviates significantly from the specifications, please provide further documentation showing that bid is capable of meeting the performance requirements shown in the specifications.*

Please sign below and return with your offer.

1) THERE **ARE** OPTIONS, EXCEPTIONS OR VARIATIONS. _____
Signature

--OR--

2) THERE **ARE NO** OPTIONS, ETC. LISTED. This Invitation to Bid, meets or exceeds all Specifications, Terms and Conditions as described in said Invitation to Bid without exceptions. I bids not meeting all Specifications, Terms and Conditions will be rejected and all costs will be borne by the seller.



Signature

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) :

Board Of County Commissioners: Rebecca Long, Dean Jackson, Jonathan Sena, Pat Sims, Gary Eidson; Assessor Sharla Kennedy; Clerk Keith Manes; Probate Judge Sandra Goad; Treasurer Susan Marinovich; Sheriff Corey Helton.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

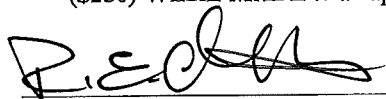
Signature

Date

Title (position)

-- OR --

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.



Signature

6/18/21

Date

Director of Marketing

Title (Position)

LEA COUNTY RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM

Holly Frontier Refining & Marketing LLC (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident / resident veterans' preference to this procurement:

Please check one box only:

Resident Veteran Business:

☐ I declare under penalty of perjury that my business annual gross revenues did not exceed three million dollars (\$3,000,000) in the preceding tax year. I also declare that my business or myself has not benefited from this preference for more than ten consecutive years.

Resident Business:

☒ I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 5% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

Resident Business/Veteran Business Certificate Number: L0385397168

R. E. Delm
(Signature of Business Representative)*

6/18/21
(Date)

*Must be an authorized signatory for the Business.

*The representations made in checking the boxes constitutes a material representation by the business that is subject to protect and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

**** A copy of a valid New Mexico Resident Business or New Mexico Veteran's Resident Business Certificate must be provided in order to receive preference.**

Related Party Disclosure Form

1. Are you indebted to or have a receivable from any member of the Board of County Commissioners; elected county officials, administration officials, department heads, and key management supervisors with the County of Lea?

Yes _____ No X

2. Are you, or any officer of your company related to any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors of the County of Lea and have you had any of the following transactions since January 1, 2008, to which Lea County was, is to be, a party?

	Yes	No
Sales, Purchase or leasing of property ?	_____	<u>X</u>
Receiving, furnishing of goods, services or facilities?	_____	<u>X</u>
Commissions or royalty payments	_____	<u>X</u>

3. Does any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Lea, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the County of Lea?

Yes _____ No _____ unknown

unknown - publicly traded company

4. At any time from January 2008 through the present, did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Lea?

Yes _____ No X

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of County of Lea?

Yes _____ No X

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Authorized Signatory
Signature of Owner or Company President: R. E. Clark Date 6/18/21
(Print Name and Title): Randall E Clark Director of Asphalt Marketing

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.



Signature of Authorized Representative

6/18/21

Date

Randall E Clark Director of Marketing

Typed Name & Title of Authorized Representative

NON-COLLUSION AFFIDAVIT

STATE OF New Mexico)

County OF Bernalillo)

Randall E Clark (name) being first duly sworn, deposes and says

that he/she is (title) Director of Asphalt Marketing

of (organization) HollyFrontier Refining & Marketing, LLC

who submits herewith to the County of Lea, a proposal:

That all statements of fact in such proposal are true:

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the County of Lea, or of any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal, said bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual of group of individuals, except that County of Lea, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

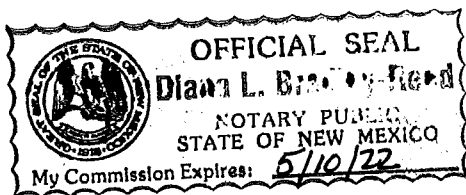
By: R. E. Clark

Title Director of Asphalt Marketing

SUBSCRIBED and sworn to before me this 18 day of June, 2021.

Notary Public: Diana Bradley-Reed

My Commission Expires: 5-10-22



Quality

BID FORM
 ASPHALT EMULSIONS
 LEA COUNTY ROAD DEPARTMENT
 BID #07 – (20-21)

Item	Approx Qty	Unit	Article and Description	Unit Price
001	2000	TON	Asphalt Emulsified Prime (AEP) -Delivered to Lea County.	<u>\$ 502.00</u>
002	500	TON	Penetrating Emulsified Prime (PEP) – Delivered To Lea County.	<u>\$ 306.00</u>
003	100	TON	High Float Emulsion 90 – Delivered to Lea County.	<u>\$ 490.00</u>
004	3500	TON	High Float Emulsion 100P, 1:1 Dilute – Delivered to Lea County.	<u>\$ 295.00</u>
005	100	TON	High Float Emulsion 100P – Delivered to Lea County.	<u>\$ 524.00</u>
006	100	HOURL	Demurrage Charge County Wide – (See clause for specific detail).	<u>\$ 95.00</u>
007	100	TON	Freight For Returns – This item applies to costs incurred by The supplier and shall be quantified and paid by the number Of tons returned and includes pump and hose charges. Freight For returns may be charged by the vendor in the event a fully or Partially loaded tanker is returned back to the supplier's plant by The County Public Works Director or their designee (see the Freight For Return clause for specific detail).	<u>\$ 35.00</u>
TOTAL				<u><u>\$ 2,247.00</u></u>

Payments and Invoicing:

Within fifteen days after the date LEA COUNTY receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, LEA COUNTY shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the County finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with details of how the Contractor may proceed to provide remedial action. Upon certification by the County that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the purchase order to the Contractor at the rate of 1 1/2 percent per month. For purchases funded by state or federal grants to local public bodies, if the public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Contractor within five working days of receipt of funds from that funding agency.

Final payment shall be made within thirty days after the work has been approved and accepted by the Lea County Road Department or their authorized representative. The Contractor agrees to comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If Contractor fails to comply with the workers' compensation act and applicable rules when required to do so the purchase order may be canceled effective immediately.

Invoice To:

Lea County Road Department
5915 N. Lovington
Hwy. Hobbs, NM
88240

Quantities:

The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the County Public Works Director or their designee and quantities may be increased or decreased as necessary to meet actual field requirements. The County does not guarantee any amount of work.

PRICE PROPOSAL
BID FOR LUMP SUM CONTRACT

Date of Bid: 6/18/21

New Mexico State Contractor's License No. N/A ATTACH A COPY

Resident Contractor's Preference Certificate No. N/A ATTACH A COPY

Public Works Registration No. N/A ATTACH A COPY

Contractor's New Mexico Gross Receipts Tax No. APPLIED FOR

Contractor's Federal Employee Identification No. 20-8078618

Attached forms have been completed & signed: ☒ Yes Campaign Contribution
Debarment Certification
Resident Preference Form
Non-Collusion Affidavit

**Also attached is Lea County's sample Contract.

State of New Mexico, County of Lea,
BID #07-(20-21)

Project Name: ASPHALT EMULSIONS – Indefinite Quantity
LEA COUNTY ROAD DEPARTMENT

Bid of (company name): QUALITY EMULSIONS LLC
(Hereinafter called the "Contractor") organized and existing under the laws of the State of New Mexico, doing business
as a Corporation, Partnership or Individual. (Circle correct one). AZ

To: County of Lea, Lovington, New Mexico (hereinafter called the "Owner"):

The undersigned, as an authorized representative for the Contractor named above, in compliance with the Invitation to
Bid #07-(20-21) – ASPHALT EMULSIONS

The undersigned Contractor's representative also acknowledges receipt of the following Addenda:

Addendum No: 1, dated 6/18/21, Addendum No: , dated

Addendum No: 2, dated 6/21/21, Addendum No: , dated

Addendum No: , dated , Addendum No: , dated

Addendum No: , dated , Addendum No: , dated

after
overnight
mailing
cc by
email
KF

Base Price (excluding NM GRT): The Contractor agrees to perform/provide all estimated services/work & materials as requested and described in this Bid for a total amount determined as follows:

Total Base Price Lump Sum without Tax \$ 2,247.00

TWO THOUSAND TWO HUNDRED FORTY SEVEN AND ~~0~~/100 Dollars
(Total Base Price written in words)

(Total amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words will govern - please print). All sums shall exclude NM Gross Receipts Tax.

The Contractor understands that the contract will be awarded in accordance with the provisions of the Bid and that the Owner reserves the right to reject any or all bids and to waive any formalities in the bidding.

The Contractor agrees that these prices will be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this Price, Contractor will execute the final contract and deliver surety bonds as required by the Instructions to Bidders within seven calendar days.

The Bid Security attached in the sum of 5% of the amount proposed is: ONE HUNDRED TWELVE
435/100 Dollars, (\$ 112.35)
and shall become the property of the Owner in the event the contract and bonds are not executed within the time set forth herein, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

Respectfully Submitted,

By : (Authorized Signature) Keith Ryan Date: 6/18/21

By : (Same Name, Printed or Typed) KEITH RYAN

Title: MB MEM

Company: QUALITY EMULSIONS LLC

Address: 308 S. LeBARON Phone: 480-619-4100

MEGA AZ Zip: 85210

Fax: 480-619-4104 Email: KEITH.RYAN@QUALITYEMULSIONS.COM

(Affix Corporate Seal if bid by Corporation):

ASPHALT EMULSIONS
OPTIONS, EXCEPTIONS OR VARIATIONS

LEA COUNTY ROAD DEPARTMENT
NIGP Codes: 745-08, 745-10
BID #07-(20-21)

DUE DATE: June 22, 2021 – 2:00 P.M. (LOCAL TIME)

Please state each and every option, exception, or variation to the specifications (if any) for the products or services offered (use additional pages if necessary). *If bid deviates significantly from the specifications, please provide further documentation showing that bid is capable of meeting the performance requirements shown in the specifications.*

Please sign below and return with your offer.

1) THERE **ARE** OPTIONS, EXCEPTIONS OR VARIATIONS. _____
Signature

--OR--

2) THERE **ARE NO** OPTIONS, ETC. LISTED. This Invitation to Bid, meets or exceeds all Specifications, Terms and Conditions as described in said Invitation to Bid without exceptions. I bids not meeting all Specifications, Terms and Conditions will be rejected and all costs will be borne by the seller.

Signature

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

LEA COUNTY RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM

N/A (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident / resident veterans' preference to this procurement:

Please check one box only:

Resident Veteran Business:

☐ I declare under penalty of perjury that my business annual gross revenues did not exceed three million dollars (\$3,000,000) in the preceding tax year. I also declare that my business or myself has not benefited from this preference for more than ten consecutive years.

Resident Business:

☐ I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 5% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

Resident Business/Veteran Business Certificate Number: _____

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

*The representations made in checking the boxes constitutes a material representation by the business that is subject to protect and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

**** A copy of a valid New Mexico Resident Business or New Mexico Veteran's Resident Business Certificate must be provided in order to receive preference.**

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) :

Board Of County Commissioners: Rebecca Long, Dean Jackson, Jonathan Sena, Pat Sims, Gary Eidson; Assessor Sharla Kennedy; Clerk Keith Manes; Probate Judge Sandra Goad; Treasurer Susan Marinovich; Sheriff Corey Helton.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By:

Relation to Prospective Contractor:

Date Contribution(s) Made:

Amount(s) of Contribution(s)

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)

Keith Ryan
Signature
Manager Member
Title (position)

6/18/21
Date

-- OR --

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

McMem
Signature
McMem
Title (Position)

6/18/21
Date

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Offeror certifies to the best of its knowledge and belief that it and its principals:

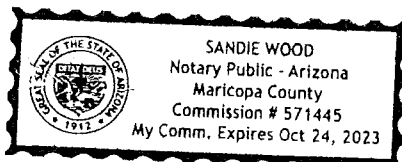
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Signature of Authorized Representative

Date

Typed Name & Title of Authorized Representative



Related Party Disclosure Form

1. Are you indebted to or have a receivable from any member of the Board of County Commissioners; elected county officials, administration officials, department heads, and key management supervisors with the County of Lea?

Yes _____ No ☒

2. Are you, or any officer of your company related to any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors of the County of Lea and have you had any of the following transactions since January 1, 2008, to which Lea County was, is to be, a party?

Sales, Purchase or leasing of property ?

Yes _____ No ☒

Receiving, furnishing of goods, services
or facilities?

Yes _____ No ☒

Commissions or royalty payments

Yes _____ No ☒

3. Does any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Lea, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the County of Lea?

Yes _____ No ☒

4. At any time from January 2008 through the present, did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Lea?

Yes _____ No ☒

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of County of Lea?

Yes _____ No ☒

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company President: _____

Date 6/18/21

(Print Name and Title): _____

KEITH RYAN

MC mem

NON-COLLUSION AFFIDAVIT

STATE OF AZ)

County OF MARICOPA)

KEITH RYAN (name) being first duly sworn, deposes and says

that he/she is (title) MG MEM

of (organization) QUALITY EMULSIONS LLC

who submits herewith to the County of Lea, a proposal:

That all statements of fact in such proposal are true:

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the County of Lea, or of any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal, said bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual of group of individuals, except that County of Lea, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: Keith Ryan

Title MG MEM

SUBSCRIBED and sworn to before me this 18TH day of JUNE, 2021.

Notary Public: Andie Wood

My Commission Expires:

CONTRACT # _____
Effective Date: _____

LEA COUNTY CONTRACT FOR GOODS AND SERVICES

This Contract is entered into between Lea County, hereinafter referred to as the "County," and "Contractor" described below, collectively the "Parties", to provide services on behalf of Lea County.

Contractor Legal Name: QUALITY EMULSIONS LLC

Services Summary Description: ASPHALT EMULSIONS

Initial Period of Performance shall be through: _____

Pre-GRT, Total Annual Charges to this contract may not exceed: _____

This Contract complies with New Mexico and County procurement requirements as follows:

- ☐ RFP # _____, ☐ BOCC approval date _____
☐ Bid # 01-(20-21), ☐ BOCC approval date _____
☐ "Qualified" Professional Service, \$60,000 or less annually. Qualifications attached.
☐ Three Written Quotes \$60,000 or less annually. ☐ \$20,000 or less annually.
☐ Sole – Source ☐ Emergency Procurement
☐ Other: Revenue; non-financial MOA; or _____

No services shall be rendered nor shall any goods be provided until this contract has been executed by all parties, regardless of the indicated effective date.

NOTICES: All correspondence regarding this contract shall be sent to:

Lea County Government	Contractor:
Department:	ATTN:
ATTN:	Title:
Street: 100 N. Main, Ste 4	Street:
City, State, Zip: Lovington, NM 88260	City, State, Zip:
Phone:	Phone:
Fax:	Fax:
Cell:	Cell:
Email:	Email:

ARTICLE 1 - SERVICES AND/OR GOODS TO BE PROVIDED: For RFP or Professional Services contracts, the Contractor shall provide services to the County on matters relating to the contractor's specialized areas of expertise as defined in this Contract and its referenced or incorporated Attachments. Negotiated fees are fixed for the first year. Price adjustments thereafter are subject to review and written determination on an individual contract basis.

For Sealed Bid / Indefinite Quantity contracts, the Contractor shall have the item(s) or service(s) available, as defined in this contract, on an "as ordered" basis. No funds are obligated under



Finance Department
100 North Main, Suite 11
Lovington, NM 88260

Phone: (575) 396-8521
Fax: (575) 396-5684
e-mail: kferguson@leacounty.net

ADDENDUM ONE

ASPHALT EMULSIONS – Indefinite Quantity
LEA COUNTY ROAD DEPARTMENT
NIGP Codes: 745-08, 745-10
BID #07 – (20-21)

DUE DATE: JUNE 22, 2021 – 2:00 P.M. (MST)

**POSTED TO WEBSITE:
JUNE 8, 2021**

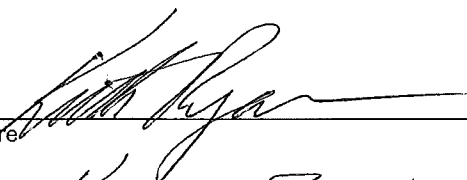
The following information is hereby made part of this BID. **This form must be SIGNED and returned with your initial offer.**

Q: Is there a budget for the above mentioned project?

A: Budget depends on revenues and needs. Range \$10,000 - \$1.5 million annually.

All other items remain the same.

This signed addendum must accompany your offer.

Signature  Date 6/18/21
Printed Name KEITH RYAN
Company QUALITY EMULSIONS, LLC



Finance Department
100 North Main, Suite 11
Lovington, NM 88260

Phone: (575) 396-8521
Fax: (575) 396-5684
e-mail: kferguson@leacounty.net

ADDENDUM TWO

ASPHALT EMULSIONS – Indefinite Quantity
LEA COUNTY ROAD DEPARTMENT
NIGP Codes: 745-08, 745-10
BID #07 – (20-21)

DUE DATE: JUNE 22, 2021 – 2:00 P.M. (MST)

**POSTED TO WEBSITE:
JUNE 21, 2021**

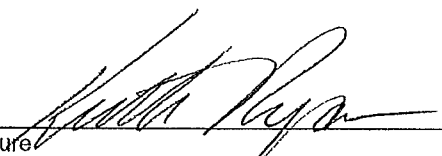
The following information is hereby made part of this BID. **This form must be SIGNED and returned with your initial offer.**

Q: Is a Public Works Registration # required?

A: It has been determined that in this case, as no construction is involved, it is not required.

All other items remain the same.

This signed addendum must accompany your offer.

Signature  Date 6/21/21

Printed Name KEITH RYAN

Company QUALITY EMULSIONS, LLC

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Quality Emulsions, LLC

308 S. Lebaron
Mesa, AZ 85210

OWNER:

(Name, legal status and address)

Lea County

4th Floor, Court House
100 N. Main Street, Suite 11, Lovington, NM 88260

BOND AMOUNT: Five Percent (5%) Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

Asphalt Emulsions

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company

11490 Westheimer Rd., Ste. 300
Houston, TX 77252-2807

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

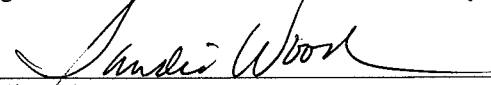
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of June, 2021


(Witness)


(Witness) Cindy Kleiner, Accounts Manager

Quality Emulsions, LLC

(Principal)

(Title)

United States Fire Insurance Company

(Surety)

(Title) Taylor J. Willstead, Attorney-In-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@ala.org.

081110

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

0378321

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Taylor J. Winstead, Alec Kleiner, Chris Morrow

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2022.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz

Anthony R. Slimowicz, President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 21st day of June 2021

UNITED STATES FIRE INSURANCE COMPANY



Al Wright

Al Wright, Senior Vice President



Consideration of Lea County Resolution No. 21-JUL-151R Authorizing a Grant Application Between Lea County and the Federal Aviation Administration (FAA) for Runway 3-21 Extension and LOC Replacement PER and Preliminary Design at the Lea County Regional Airport

Lea County Regional Airport (HOB) has the need to keep improving and expanding its runways, taxiways and navigational aids to meet the needs of the current and future aircraft.

The greatest need on the aircraft operating area is an increased length to its primary runway so that HOB can fully utilize the current mix of commercial aircraft as well as increase opportunity to expand into future commercial aircraft.

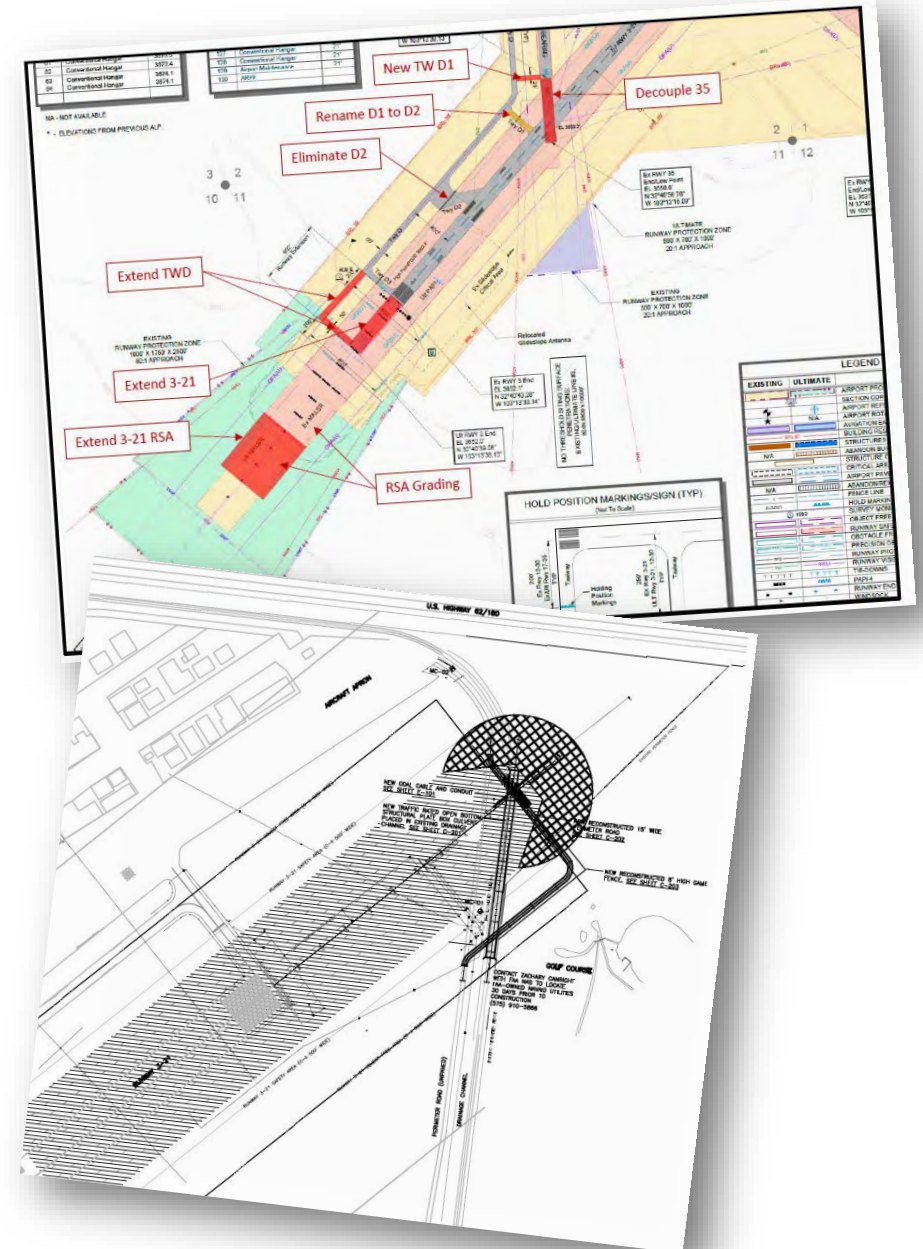
Lea County intends on utilizing Molzen-Corbin and reimbursable agreements with the FAA to fund the design for a series of projects to Runway 3-21 and taxiway Delta.

Estimated total design cost: \$642,867

FAA: \$602,689

State: \$20,089

Lea County: \$20,089





**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net
& cc the Executive Coordinator sstout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 07/05/2021	SUBMITTED BY Name, Title, Dept: Corey Needham, ACM	
SUBJECT: FAA Grant Application - RW 3-21 Extension and LOC Relocation PER and Design	ATTACHMENT(S): FAA Grant application for RW 3-21 design	
NO. OF ORIGINALS FOR SIGNATURE: 1	ACTION REQUESTED: Action Item	
BUDGET LINE ITEM NUMBER: 454-18-4743	FISCAL BUDGET YEAR: FY 21/22	
STRATEGIC PLAN Implementation of 5 Year Strategic Plan: 3. Airports that are maintained and improved with new facilities (goal: increase capacity for changing commercial aircraft)		
SUMMARY: Lea County Regional Airport (HOB) has the need to keep improving and expanding its runways, taxiways and navigational aids to meet the needs of the current and future aircraft. The greatest need on the aircraft operating area is an increased length to its primary runway so that HOB can fully utilize the current mix of commercial aircraft as well as increase opportunity to expand into future commercial aircraft. Lea County intends on utilizing Molzen-Corbin and reimbursable agreements with the FAA to fund the design for a series of projects to Runway 3-21 and taxiway Delta. Estimated total design cost: \$642,867 FAA: \$602,689 State: \$20,089 Lea County: \$20,089		
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: <input type="checkbox"/> <small>If checked, how many:</small>	See Additional Summary Attached <input type="checkbox"/>	
SUBMITTER'S RECOMMENDATION(S): Approve as submitted	Submitter's Signature Department Director, Etc.	
FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County is estimated to be \$642,867. \$622,778 will be paid from FAA and State grant funds with the remaining \$20,089 paid by Lea County. Funds are budgeted and available in 454-18-4743.	Reviewed by Finance Director Henry C Low Jr Digitally signed by Henry C Low Jr Date: 2021.07.06 15:18:03 -06'00'	
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney	
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda Digitally signed by Michael P. Gallagher II Date: 2021.07.21 21:23:26 -0600	
Item No. 0217 RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN		
Approved: _____ Resolution No. 21-JUL-151R Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____	Other: _____ Ordinance No. _____ Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-151R

**A RESOLUTION AUTHORIZING A GRANT APPLICATION BETWEEN LEA COUNTY AND THE
FEDERAL AVIATION ADMINISTRATION (FAA) FOR RUNWAY 3-21 EXTENSION AND LOC
REPLACEMENT PER AND PRELIMINARY DESIGN AT THE LEA COUNTY REGIONAL AIRPORT**

WHEREAS, Lea County Regional Airport plays an important role within the Lea County Airport System for economic development, connectivity, and emergency services; *and*

WHEREAS, Lea County Regional Airport has a need extend the length of Runway 3/21 in order to accommodate existing and future aircraft; *and*

WHEREAS, these improvements will include moving navigational aids as well as extending pavement; *and*

WHEREAS, Lea County submit an application to the FAA to fund a minimum of 93% of the project.

BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that Lea County has the necessary funds to complete this project and enter a grant agreement for the project.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County, that the FAA grant application is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

PASSED, APPROVED AND ADOPTED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
 Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

Lea County Regional (HOB)

5a. Federal Entity Identifier:

3-35-0022

5b. Federal Award Identifier:

3-35-0022

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

Lea County

* b. Employer/Taxpayer Identification Number (EIN/TIN):

85-6000226

* c. Organizational DUNS:

0104853080000

d. Address:

* Street1:

100 N. Main Ave

Street2:

* City:

Lovington

County/Parish:

* State:

NM: New Mexico

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

88260

e. Organizational Unit:

Department Name:

Lea County

Division Name:

Airports

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

Corey

Middle Name:

* Last Name:

Needham

Suffix:

PE

Title:

Assistant County Manager

Organizational Affiliation:

* Telephone Number:

575-605-3497

Fax Number:

575-392-6904

* Email:

cneedham@leacounty.net

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration - Southwest Region

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

N/A

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Design only, RW 321 Extension

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant NM-2

* b. Program/Project NM-2

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: 07/02/2020

* b. End Date: 03/02/2021

18. Estimated Funding (\$):

* a. Federal	602,689.00
* b. Applicant	20,089.00
* c. State	20,089.00
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	642,867.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Corey

Middle Name:

* Last Name: Needham

Suffix: PE

* Title: Assistant County Manager

* Telephone Number: 575-605-3497 Fax Number: 575-396-2093

* Email: cneedham@leacounty.net

* Signature of Authorized Representative:

* Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to	% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The County has land use zoning.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

Not applicable.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

An ODO was submitted for the project and the project is listed on the airport CIP.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Consideration has been given to the interest of the community.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

The County will notify users that will be potentially affected by the project.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Not applicable.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Not applicable.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Not applicable.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Not applicable.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Not applicable.

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Federal Domestic Assistance Catalog Number: 20.106
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			541,868
5. Other Architectural engineering fees			1,000
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			100,000
14. Subtotal (Lines 1 through 13)			\$ 642,868
15. Estimated Income (if applicable)			0
16. Net Project Amount (Line 14 minus 15)			642,868
17. Less: Ineligible Exclusions (Section C, line 23 g.)			0
18. Subtotal (Lines 16 through 17)			\$ 642,868
19. Federal Share requested of Line 18			602,689
20. Grantee share			20,089
21. Other shares			20,089
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 642,869

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	20,089
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 20,089
25. Other Shares	Amount
a. State	20,089
b. Other	
c. TOTAL - Other Shares	\$ 20,089
26. TOTAL NON-FEDERAL FINANCING	\$ 40,178

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Runway 3-21 Extension and LOC Relocation

AIRPORT: Lea County Regional Airport (HOB)

1. Objective:

The objective of this project is to extend Runway 3-21 to the southwest along with Taxiway D. In addition, RW 35 will be decoupled from RW 321, TW D2 will be eliminated, a new TW D1 to RW 35 will be added and TW D1 will be renamed D2. Also, on the north end the LOC will be relocated to a point some 1,020 feet from the runway end to enable a full 1,000' RSA to be achieved.

2. Benefits Anticipated:

A full 8,000 feet of Runway 3-21 will be achieved, two runways will be decoupled (safety) and the connector taxiways will be cleaned up insofar as FAA geometric standards. A full 1,000' RSA will exist on the north. The south end will still have a displaced threshold.

3. Approach: (See approved Scope of Work in Final Application)

Design, bid and construct through traditional project development. Design to be performed in 2021 and construction to take place in 2021.

Coordination with FAA facilities and engineering will be crucial to this project. Reimbursable agreements will be necessary for the LOC and the MALSR's on the south. Meetings have already occurred and will continue to occur throughout the design and construction process.

4. Geographic Location:

The Lea County Regional Airport is located three miles west of the City of Hobbs, New Mexico in Lea County. This is located in the far southeast corner of the State. It is one of the nations leaders in oil and gas production which attracts both commercial service and large business jets for this industry.

5. If Applicable, Provide Additional Information:

This project was derived and prioritized based increasing commercial traffic at the airport. The County is expanding the terminal building and parking lot areas to accommodate the passenger loadings. The larger aircraft needed will be able to utilize this lengthened runway.

6. Sponsor's Representative: (include address & telephone number)

Corey Needham, Airports Supervisor
100 N. Main, Lovington, NM 88260
575-605-6567

SOUTHWEST REGION, DOT FAA
SUPPLEMENT TO PREAPPLICATION FOR FEDERAL ASSISTANCE

DATED: June 29, 2021

SUBMITTED BY: Lea County

TO IMPROVE: Lea County Regional Airport

DESCRIPTION OF WORK TO BE ACCOMPLISHED (list by principal work item) (Use nearest dollar)					
ITEM OF WORK A		TOTAL ESTIMATED COST	SPONSOR'S FUNDS	FAA FUNDS REQUESTED	ESTIMATED DATE WORK WOULD COMMENCE
NO.	DESCRIPTION	B	C	D	E
1	RW 3-21 Ext Design	\$541,868	\$33,867	\$508,001	July, 2021
2	DBE Maintenance	\$1,000	\$63	\$937	July, 2021
3	FAA Reimbursable Agreement	\$100,000	\$6,250	\$93,750	July, 2021
TOTALS		\$642,868	\$40,180	\$602,688	

SPONSORS BUDGET ANALYSIS

LOCATION	Lea County Regional Airport
AIP PROJECT NUMBER	3-35-0022-32-2020

LAND ACQUISITION	
CONSTRUCTION	\$ -
ENGINEERING DESIGN SERVICES	\$ 541,868
OBSERVATION AND QA TESTING	\$ -
ADMINISTRATIVE (DBE)	\$ 1,000
INSPECTION	-
TESTING	-
EQUIPMENT	-
FAA Reimbursable Agreement	100,000
TOTAL	\$ 642,868

REMARKS:

Runway 3-21 Extension, LOC relocation

All costs include applicable NMGR T Rates

PROJECT COSTS:	\$	<u>642,868</u>
FAA share (93.75%)	\$	<u>602,689</u>
STATE share (3.125%)	\$	<u>20,089</u>
SPONSOR share (3.125%)	\$	<u>20,090</u>

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

Lea County

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Middle Name:
* Last Name: Suffix:
* Title:

* SIGNATURE:



* DATE:



Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: Lea County

Airport: Lea County Regional Airport (HOB)

Project Number: 3-35-0022-030-2021

Description of Work: RW 3-21 Extension Design and LOC Relocation

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☐ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this ____ day of _____, 2021 .

Name of Sponsor: Lea County

Name of Sponsor's Authorized Official: Corey Needham, PE

Title of Sponsor's Authorized Official: Assistant County Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor: Lea County

Airport: Lea County Regional Airport (HOB)

Project Number: 3-35-0022-030-2021

Description of Work: RW 3-21 Extension Design and LOC Relocation

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has ~~or will have~~ good and sufficient title as well as title evidence on property in the project.
☐ Yes ☐ No ☒ N/A
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been ~~or will be~~ extinguished, modified, or subordinated.
☐ Yes ☐ No ☒ N/A
3. If property for airport development is or will be leased, the following conditions have been met:
 - a. The term is for 20 years or the useful life of the project;
 - b. The lessor is a public agency; and
 - c. The lease contains no provisions that prevent full compliance with the grant agreement.☐ Yes ☐ No ☒ N/A

4. Property in the project is ~~or will be~~ in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.
- ☐ Yes ☐ No ☒ N/A
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was ~~or will be~~ obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
- ☐ Yes ☐ No ☒ N/A
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was ~~or will be~~ obtained for the following:
- a. The right of flight;
 - b. The right of ingress and egress to remove obstructions; and
 - c. The right to restrict the establishment of future obstructions.
- ☐ Yes ☐ No ☒ N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include ~~or will include~~ the following:
- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
 - b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.
- ☐ Yes ☐ No ☒ N/A
8. Each appraisal has been ~~or will be~~ reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.
- ☐ Yes ☐ No ☒ N/A
9. A written offer to acquire each parcel was ~~or will be~~ presented to the property owner for not less than the approved amount of just compensation.
- ☐ Yes ☐ No ☒ N/A
10. Effort was ~~or will be~~ made to acquire each property through the following negotiation procedures:
- a. No coercive action to induce agreement; and
 - b. Supporting documents for settlements included in the project files.
- ☐ Yes ☐ No ☒ N/A

11. If a negotiated settlement is not reached, the following procedures were ~~or will be~~ used:
- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and
 - b. Supporting documents for awards included in the project files.

☐ Yes ☐ No ☒ N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was ~~or will be~~ established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

☐ Yes ☐ No ☒ N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were ~~or will be~~ provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

☐ Yes ☐ No ☒ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this ____ day of _____, 2021.

Name of Sponsor: Lea County

Name of Sponsor's Authorized Official: Corey Needham, PE

Title of Sponsor's Authorized Official: Assistant County Manager

Signature of Sponsor's Designated Official Representative: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Lea County

Airport: Lea County Regional Airport (HOB)

Project Number: 3-35-0022-030-2021

Description of Work: RW 3-21 Extension Design and LOC Relocation

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is ~~or will be~~ in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel ~~are or~~ will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- ☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA ~~have included or~~ will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- ☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA ~~have implemented or~~ will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). ~~was or~~ will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor ~~has requested or~~ will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☒ Yes ☐ No ☐ N/A
7. For construction and equipment installation projects, the bid solicitation ~~includes or~~ will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

8. Concurrence ~~was or~~ will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
 - b. Award is to be made to other than the lowest responsible bidder; and
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- ☒ Yes ☐ No ☐ N/A
9. All construction and equipment installation contracts ~~contain or~~ will contain provisions for:
- a. Access to Records (§ 200.336)
 - b. Buy American Preferences (Title 49 U.S.C. § 50101)
 - c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
 - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
 - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
 - f. Seismic Safety – building construction (49 CFR part 41)
 - g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
 - h. U.S. Trade Restriction (49 CFR part 30)
 - i. Veterans Preference (49 USC § 47112(c))
- ☒ Yes ☐ No ☐ N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
 - b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)
- ☐ Yes ☐ No ☐ N/A
11. All construction and equipment installation contracts exceeding \$3,000 ~~contain or~~ will contain a contract provision that discourages distracted driving (E.O. 13513).
- ☒ Yes ☐ No ☐ N/A
12. All contracts exceeding \$10,000 ~~contain or~~ will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
 - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
 - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
 - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures ~~are in place or~~ will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) ~~include or~~ will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this ____ day of _____, 2021.

Name of Sponsor: Lea County

Name of Sponsor's Authorized Official: Corey Needham, PE

Title of Sponsor's Authorized Official: Assistant County Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Lea County

Airport: Lea County Regional Airport (HOB)

Project Number: 3-35-0022-030-2021

Description of Work: RW 3-21 Extension Design and LOC Relocation

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing ~~were or~~ will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, ~~were or~~ will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications ~~were or~~ will be performed and documented. (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A

4. Sponsor ~~has taken or~~ will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications ~~were applied or~~ will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
☒ Yes ☐ No ☐ N/A
6. Sponsor ~~has notified or~~ will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance ~~were or~~ will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor ~~were or~~ will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection ~~was or~~ will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project ~~was or~~ will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor ~~has taken or~~ will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor ~~has revised or~~ will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, 2021.

Name of Sponsor: Lea County

Name of Sponsor's Authorized Official: Corey Needham, PE

Title of Sponsor's Authorized Official: Assistant County Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Lea County

Airport: Lea County Regional Airport (HOB)

Project Number: 3-35-0022-030-2021

Description of Work: RW 3-21 Extension Design and LOC Relocation

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications ~~were or~~ will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☒ Yes ☐ No ☐ N/A
2. Specifications ~~incorporate or~~ will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☒ Yes ☐ No ☐ N/A

3. The development that is included ~~or will be included~~ in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or ~~will be omitted~~ from the plans and specifications (FAA Order 5100.38, par. 3-43).
☒ Yes ☐ No ☐ N/A
5. The specification ~~does not use or~~ will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
6. The specification ~~does not impose or~~ will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products ~~include or~~ will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates ~~include or~~ will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☒ Yes ☐ No ☐ N/A
9. Concurrence ~~was or~~ will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☒ Yes ☐ No ☐ N/A
10. The plans and specifications ~~incorporate or~~ will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☐ Yes ☐ No ☐ N/A
12. The project specification ~~include or~~ will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor ~~has or~~ will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions ~~has been or~~ will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project ~~was or~~ will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this ____ day of _____, 2021 .

Name of Sponsor: Lea County

Name of Sponsor's Authorized Official: Corey Needham, PE

Title of Sponsor's Authorized Official: Assistant County Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Lea County

Airport: Lea County Regional Airport (HOB)

Project Number: 3-35-0022-030-2021

Description of Work: RW 3-21 Extension Design and LOC Relocation

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure ~~or will ensure~~ full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded ~~or will exclude~~ any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes ~~or will describe~~ specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized ~~or will publicize~~ a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
6. Sponsor has based ~~or will base~~ selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
7. Sponsor has verified ~~or will verify~~ that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to ~~or will agree to~~:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated ~~or will negotiate~~ a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies ~~or will identify~~ costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared ~~or will prepare~~ a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated ~~or will incorporate~~ mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established ~~or will establish~~:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using ~~or will not use~~ the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this ____ day of _____, 2021 .

Name of Sponsor: Lea County

Name of Sponsor's Authorized Official: Corey Needham, PE

Title of Sponsor's Authorized Official: Assistant County Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Lea County

Airport: Lea County Regional Airport (HOB)

Project Number: 3-35-0022-030-2021

Description of Work: RW 3-21 Extension Design

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been ~~or will be~~ published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been ~~or will be~~ established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been ~~or will be~~ given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been ~~or will be~~ notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
- Abide by the terms of the statement; and
 - Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☐ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
- Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
 - Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☐ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Lea County Regional Airport

Address: Hobbs, NM

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this ____ day of _____, 2021.

Name of Sponsor: Lea County

Name of Sponsor's Authorized Official: Corey Needham, PE

Title of Sponsor's Authorized Official: Assistant County Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

NGS SURVEY CONTROL STATIONS			
DESIGNATION	PERMANENT IDENTIFIER	LATITUDE	LONGITUDE
HOB D	ACT050	32° 41' 25.157" N	103° 12' 54.434" W
HOB E	ACT051	32° 40' 45.814" N	103° 13' 35.124" W
HOB F	ACT052	32° 41' 01.629" N	103° 12' 37.978" W

HOB D SETTING: SET IN ROCK OUTCROP
HOB E SETTING: SET IN ROCK OUTCROP
HOB F SETTING: SET IN ROCK OUTCROP

GENERAL NOTES:

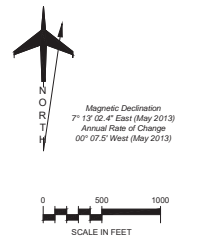
- UNLESS NOTED OTHERWISE, EXISTING AIRPORT PROPERTY DATA FROM THE LEA COUNTY NEW MEXICO ADDRESSING & MAPPING DEPARTMENT.
- NO SUPPORTING RECORDS AVAILABLE FOR EXISTING AIRPORT EASEMENT.
- HORIZONTAL DATUM: NORTH AMERICAN DATUM 1983 - NAD83.
VERTICAL DATUM: NORTH AMERICAN DATUM 1988 - NAVD88.
- MAGNETIC DECLINATION FROM NOAA NATIONAL GEOPHYSICAL DATA CENTER.

PROPERTY LEGEND	
	Ultimate Property Line
	Existing Property Line
	Existing Airport Property
	Parcel Boundary Line
	Existing Airport Easement
	Ultimate Airport Easement

ULTIMATE PROPERTY DATA		
ID	ACREAGE	REMARKS
A		
B		
C		
D		
E		
F		
G		
H		
I		
J		
K		
L		
M		
N		

LEA COUNTY SAYS THIS TRIANGULAR PIECE OF PROPERTY IS PART OF A STATE LEASE, NUMBER R1-4072-0000, ISSUED 11/26/1957

EXISTING PROPERTY DATA						
TRACT	ACREAGE	OWNERSHIP	UPC #	DATE ACQUIRED	BOOK, PAGE	REMARKS
1	+07.21a	FEE	4221108804291		BOOK 1738, PAGE 277	ANNEXATION
2	+023.66a	FEE	4221108804291		ANNEXATION	ANNEXATION
3	+6.67a	FEE	4220108237561		NOT AVAILABLE	
4	+07.11a	FEE	4220101841026			
5	+4.77a	FEE	4219110574204	2005	BOOK 1414, PAGE 84	
6	+33.66a	FEE	4220108237561			
7	+12.47a	FEE	4221101812295			
8	+4.24a	FEE	4221108237561		BOOK 1738, PAGE 277	ANNEXATION
9	+2.55a	FEE	4221108237561		BOOK 1738, PAGE 277	ANNEXATION
10	+1.77a	FEE	4221108237561		BOOK 1738, PAGE 277	ANNEXATION
11	+2.27a	FEE	4221108116462		BOOK 1738, PAGE 277	ANNEXATION
12	+1.58a	FEE	4221108237561		BOOK 1738, PAGE 277	ANNEXATION
13	+2.27a	FEE	4221108237561		BOOK 1738, PAGE 277	ANNEXATION
14	+2.09a	FEE	4221108237561		BOOK 1738, PAGE 277	ANNEXATION
15	+2.27a	FEE	4221108116462		BOOK 1738, PAGE 277	ANNEXATION
16	+0.79a	FEE	4221108116462	2011	BOOK 1738, PAGE 277	ANNEXATION
17	+0.79a	FEE	4221108116462		BOOK 1738, PAGE 277	ANNEXATION
18	+4.24a	FEE	4220413360001		BOOK 1738, PAGE 277	ANNEXATION (FROM LEA COUNTY ASSESSMENT INFORMATION)
19	+4.24a	FEE	4220413370001		BOOK 1738, PAGE 277	ANNEXATION (FROM LEA COUNTY ASSESSMENT INFORMATION)



LEA COUNTY REGIONAL
AIRPORT PROPERTY MAP
HOBBS, NEW MEXICO

PLANNED BY: Matt E. Quirk
APPROVED BY: Susan L. Hopkins
August 2014
SHEET 17 OF 18



No.	REVISIONS	DATE	BY	APPD

THE PREPARATION OF THESE DOCUMENTS HAS INVOLVED IN PART THROUGH A PLANNING GRANT FROM THE FEDERAL AVIATION ADMINISTRATION AS PROVIDED UNDER SECTION ONE OF THE AIRPORT AND AIRWAY REVENUE ACT OF 1946, AS AMENDED. THE CONTENTS DO NOT NECESSARILY REFLECT THE OPINION, OR CONSENT OF THE FAA. ACCEPTANCE OF THESE DOCUMENTS BY THE FAA DOES NOT IN ANY MANNER CONSTITUTE A COMMITMENT OF THE PART OF THE AIRPORT TO PARTICIPATE IN ANY DOCUMENTS DURING THE REVIEW AND DOES NOT IMPLY THAT THE AIRPORT'S STATEMENT IS FINANCIALLY ACCEPTABLE IN ACCORDANCE WITH THE APPROPRIATE PUBLIC LAW.

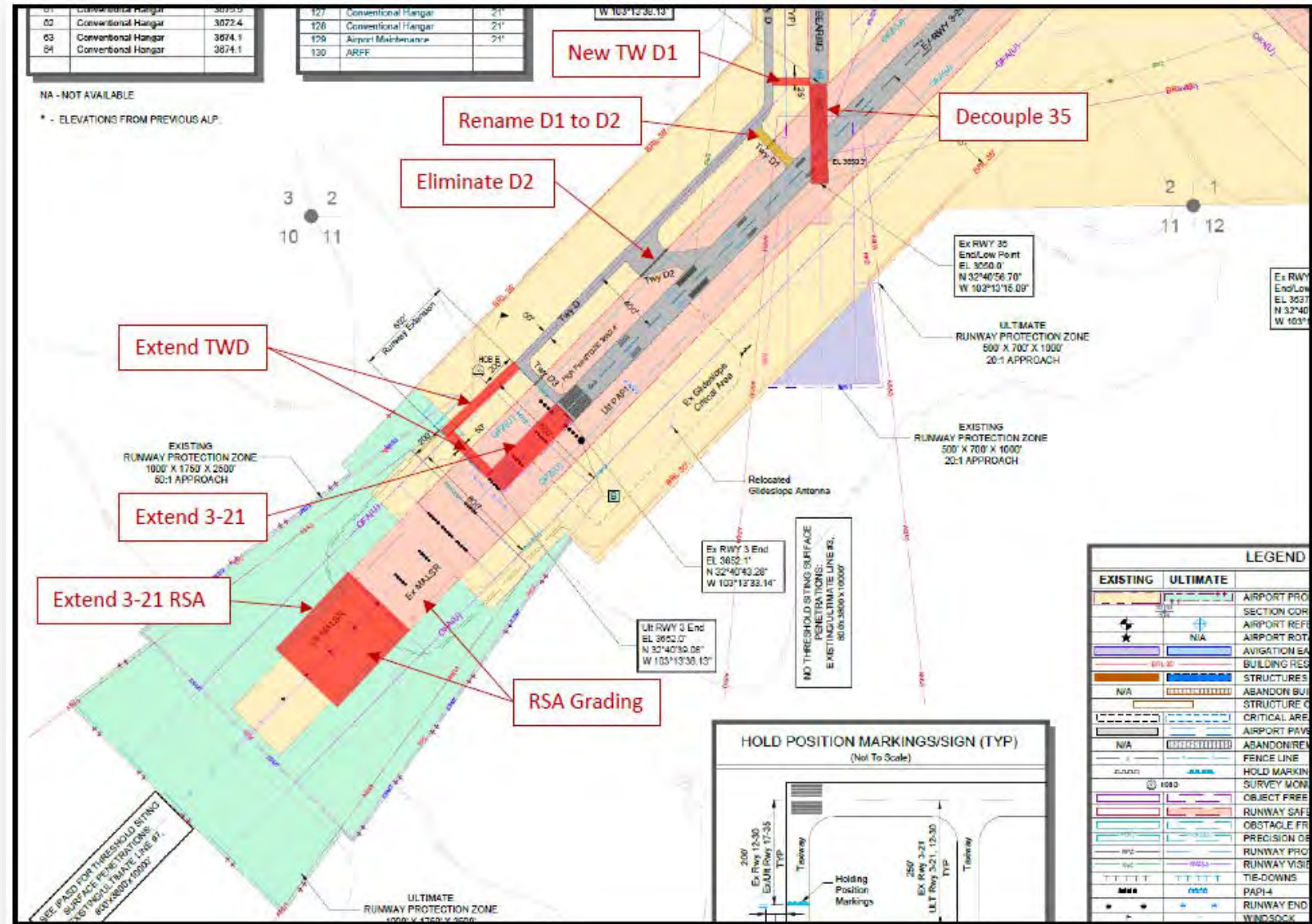


Consideration of Lea County Resolution No. 21-JUL-152R Approving Task Order 2019-8 Between Lea County and Molzen-Corbin for Runway 3-21 Extension and LOC Replacement PER and Preliminary Design at the Lea County Regional Airport

Lea County Regional Airport (HOB) has the need to keep improving and expanding its runways, taxiways and navigational aids to meet the needs of the current and future aircraft.

The greatest need on the aircraft operating area is an increased length to its primary runway so that HOB can fully utilize the current mix of commercial aircraft as well as increase opportunity to expand into future commercial aircraft.

Airport staff, the FAA, and our consultants have worked together to develop a suite of projects that will accomplish a variety of different improvements to reach this goal.





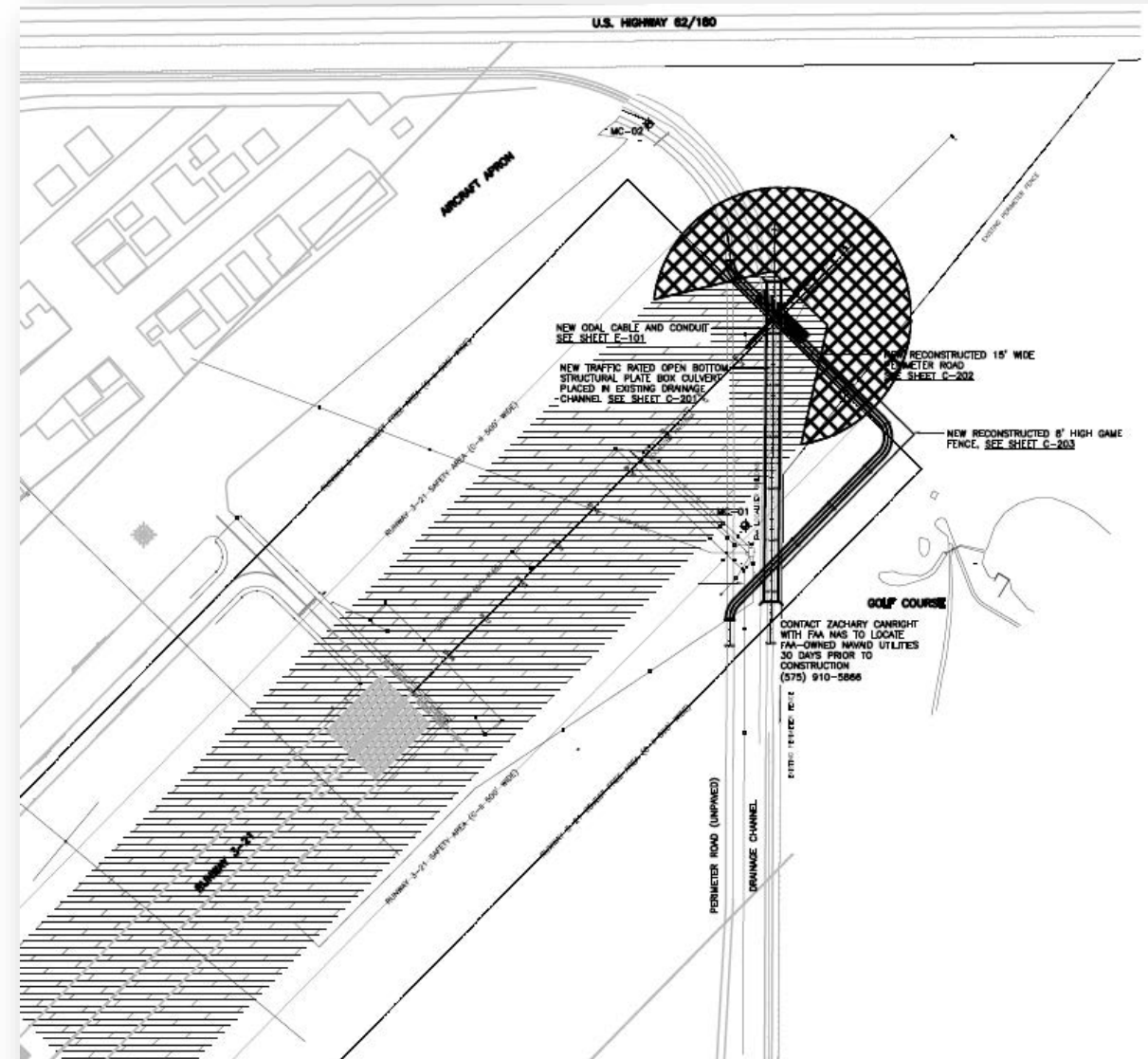
Consideration of Lea County Resolution No. 21-JUL-152R Approving Task Order 2019-8 Between Lea County and Molzen-Corbin for Runway 3-21 Extension and LOC Replacement PER and Preliminary Design at the Lea County Regional Airport

They will include diverting Monument Draw, extending RW 3, extending Taxiway D, removing Taxiway D2, adding a Taxiway D1, decoupling RW 17-35 from RW 3/21, extending the drainage ditch culvert and relocating the ILS localizer antenna on RW 21.

The necessary environmental studies and surveys has been completed and accepted by the FAA over the last 18 months.

A task order has been prepared to completed the necessary engineering and surveying to complete the Preliminary Engineering Report and preliminary design for the extension of Runway 3-21 to the southwest, by a distance of 602 feet. Decouple 17-35 from 321, removal of taxiway D2 and inclusion of a new connector taxiway D1 to the new 35 threshold and removal/relocation of LOC Antenna.

Total cost of engineering design: \$541,867.99





**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 07/05/2021	SUBMITTED BY Name, Title, Dept: Corey Needham, ACM
SUBJECT: TO 2019-8 RW 3-21 Extension and LOC Relocation PER and Preliminary Design	ATTACHMENT(S): Molzen-Corbin Task Order
NO. OF ORIGINALS FOR SIGNATURE: 1	ACTION REQUESTED: Action Item
BUDGET LINE ITEM NUMBER: 454-18-4743	FISCAL BUDGET YEAR: FY 21/22

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:
3. Airports that are maintained and improved with new facilities (goal: increase capacity for changing commercial aircraft)

SUMMARY:
Lea County Regional Airport (HOB) has the need to keep improving and expanding its runways, taxiways and navigational aids to meet the needs of the current and future aircraft.

The greatest need on the aircraft operating area is an increased length to its primary runway so that HOB can fully utilize the current mix of commercial aircraft as well as increase opportunity to expand into future commercial aircraft.

Airport staff, the FAA, and our consultants have worked together to develop a suite of projects that will accomplish a variety of different improvements to reach this goal.

They will include diverting Monument Draw, extending RW 3, extending Taxiway D, removing Taxiway D2, adding a

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____ <small>If checked, how many:</small>	See Additional Summary Attached <input type="checkbox"/>
--	---

SUBMITTER'S RECOMMENDATION(S): Approve as submitted	Submitter's Signature Department Director, Etc.
---	---

FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be expenditures of \$541,867.99 from the Lea Regional Airport Fund. Grant funding may be made available at a future date to offset the cost. Funds are budgeted and available in 454-18-4743.	Reviewed by Finance Director Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2021.07.06 15:28:19 -06'00'</small>
--	--

LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney
--	------------------------------------

COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda <i>Michael Gallagher II</i> <small>Digitally signed by Michael P. Gallagher II Date: 2021.07.21 21:41:52 -06'00'</small>
-------------------------------	--

Item No. <u>0218</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN		
Approved: _____	Denied: _____	Other: _____
Resolution No. <u>21-JUL-152R</u>	Policy No. _____	Ordinance No. _____
Continued To: _____	Referred To: _____	Comments: _____

Summary Form Continued...

Taxiway D1, decoupling RW 17-35 from RW 3/21, extending the drainage ditch culvert and relocating the ILS localizer antenna on RW 21.

The necessary environmental studies and surveys has been completed and accepted by the FAA over the last 18 months.

A task order has been prepared to completed the necessary engineering and surveying to complete the Preliminary Engineering Report and preliminary design for the extension of Runway 3-21 to the southwest, by a distance of 602 feet. Decouple 17-35 from 321, removal of taxiway D2 and inclusion of a new connector taxiway D1 to the new 35 threshold and removal/relocation of LOC Antenna.

Total cost of engineering design: \$541,867.99

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-152R

**A RESOLUTION APPROVING TASK ORDER 2019-8 BETWEEN LEA COUNTY AND MOLZEN-CORBIN
FOR RUNWAY 3-21 EXTENSION AND LOC REPLACEMENT PER AND PRELIMINARY DESIGN AT
THE LEA COUNTY REGIONAL AIRPORT**

WHEREAS, Lea County Regional Airport plays an important role within the Lea County Airport System for economic development, connectivity, and emergency services; *and*

WHEREAS, Lea County Regional Airport has a need extend the length of Runway 3/21 in order to accommodate existing and future aircraft; *and*

WHEREAS, these improvements will include moving navigational aids as well as extending pavement; *and*

WHEREAS, Lea County wishes to issue a task order to Molzen-Corbin for the engineering services related to this project.

BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that Lea County has the necessary funds to complete this project and enter a grant agreement for the project.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that Task Order 2019-8 is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

PASSED AND APPROVED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
 Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney

**TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN CORBIN (ENGINEER)
AND LEA COUNTY (OWNER), DATED June 13, 2019.**

TASK ORDER NO. 2019-8

TASK TITLE: RW 3-21 Extension and LOC Relocation PER and Preliminary Design

The Owner directs the Engineer/Architect to provide services as described below:

Preliminary Engineering Report and preliminary design for the extension of Runway 3-21 to the southwest, by a distance of 602 feet. Decouple 17-35 from 321, removal of taxiway A2 and inclusion of a new connector taxiway D1 to the new 35 threshold and removal/relocatin of LOC Antenna as further described by the attached work plan.

The Engineer/Architect estimates the period of performance to be as follows:

Services to be rendered within 200 days after receipt of written notice to proceed from Airport Manager. The intent is to have documents ready to bid in the next FAA funding cycle, anticipated to be May, 2022.

The Engineer/Architect will be paid on a lump sum basis, as stated as based upon the following estimates the level of effort as follows:

Manhours: (specify estimated manhours per position and billing rate)

Manhour & Fee Estimate:

<u>Senior Engineer</u>	<u>355 Hrs.</u>	<u>\$ 195.00 /hr =</u>	<u>69,225.00</u>
<u>Professional Engineer</u>	<u>434 Hrs.</u>	<u>\$ 130.00 /hr =</u>	<u>56,420.00</u>
<u>Engineer Intern I</u>	<u>380 Hrs.</u>	<u>\$ 95.00 /hr =</u>	<u>36,100.00</u>
<u>Engineering Design Specialist</u>	<u>723 Hrs.</u>	<u>\$ 120.00 /hr =</u>	<u>86,760.00</u>
<u>Administrative Aide</u>	<u>34 Hrs.</u>	<u>\$ 65.00 /hr =</u>	<u>2,210.00</u>
<u>Administrative Support</u>	<u>92 Hrs.</u>	<u>\$ 90.00 /hr =</u>	<u>8,280.00</u>
<u>Senior Electrical Engineer</u>	<u>532 Hrs.</u>	<u>\$ 190.00 /hr =</u>	<u>101,080.00</u>
<u>Professional Electrical Engineer</u>	<u>80 Hrs.</u>	<u>\$ 135.00 /hr =</u>	<u>10,800.00</u>
<u>Electrical Engineering Design Specialist</u>	<u>401 Hrs.</u>	<u>\$ 110.00 /hr =</u>	<u>44,110.00</u>
<u>Administrative Support (Elec)</u>	<u>38 Hrs.</u>	<u>\$ 90.00 /hr =</u>	<u>3,420.00</u>
<u>Design/Topo Survey</u>	<u>1 LS</u>	<u>\$ N/A /hr =</u>	<u>22,536.00</u>

Subconsultants and Other Reimbursable Expenses:

<u>Copies 10,000 @ \$0.11</u>	<u>1,100.00</u>
<u>Color Copies 1,000 @ \$1.00</u>	<u>1,000.00</u>
<u>11X17 Color Copies 200 @ \$2.00</u>	<u>400.00</u>
<u>In House Large Format Plots 200 @ \$3.00</u>	<u>600.00</u>
<u>Mileage 12,000 @ \$0.575</u>	<u>6,900.00</u>
<u>Lodging, \$94/night at 30 nights</u>	<u>2,820.00</u>
<u>Meals, \$55/day at 50</u>	<u>2,750.00</u>
<u>Postage</u>	<u>300.00</u>
<u>Supplies</u>	<u>500.00</u>
<u>Testing Laboratory, Geotech Investigation</u>	<u>25,000.00</u>
<u>Structural Engineer,QPEC</u>	<u>20,000.00</u>

SUBTOTAL	<u>502,311.00</u>
NMGRT @ <u>7.8750</u> %	<u>39,556.99</u>
ESTIMATED TASK ORDER TOTAL	<u>\$ 541,867.99</u>

Proposed by ENGINEER

Recommended By

Approved by COUNTY

Date _____

Date _____

Date _____

Department	Project	P.O. No.	Account Number

For Client Use Only

MOLZENCORBIN**PROJECT INFORMATION SHEET****HOB RW 3-21 Ext and LOC Replace/Relocate PER and Prelim Design****Lea County****Kent Freier**

6/1/2021

Is this a new budget or a revision?	
	New
If revision give number of revision	
Project Number Assigned: (If revision, enter number here)	

CLIENT INFORMATION

Client Name	Lea County		
Client Contact Name	Corey Needham		
Client Email Address (ONLY IF NEW CLIENT)			
Client Address (ONLY IF NEW CLIENT)			
Client City, State and Zip (ONLY IF NEW CLIENT)			
Client Phone Number (ONLY IF NEW CLIENT)			

PROJECT INFORMATION

Start Date:	04/01/20	Approx. End Date:	
Project Description:	Runway 3-21 Extension PER and Preliminary Design. 602' extension to the southwest. Include TW Dextension, removal of connector TW D2, include a new connector D1 to the new 35 threshold, decouple 1735 from 321, MALSR to include at least two in pavement lights, extend RSA 602' for RW Extension, grading at 5%, FAA coordination and reimbursable agreements. Also, RW 3-21 LOC antenna replacement, relocation and related appurtenance associated with LOC relocation		
Customer Needs:	Design for future construction funding		
Funding Agency:		Funding Agency No.:	
AGREEMENT INFORMATION			
Type of Agreement:	Lump Sum	Calculated Contract Amount	\$502,311.00
If Multiplier, give multiplier:			

CIVIL MANHOUR ESTIMATE
HOB RW 3-21 Ext and LOC Replace/Relocate PER :
Lea County
Kent Freier

MOLZENCORBIN

		CIVIL										ADMINISTRATION						
No.	Project Task	Principal Engineer	Senior Engineer	Professional Engineer	Engineering Intern II	Engineering Intern I	Senior Design Specialist	Engineering Design Specialist	Design Technician	Associate Design Technician	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	ADMIN - Grants/ Tech. Administrator	ADMIN - Computer Tech.	ADMIN. Totals	Grand Totals	
I. Pre-Design/Study/Programming																		
1	Kickoff meeting		8.00	4.00		4.00		2.00			18.00	1.00				1.00	19.00	
2	Survey data coordination		8.00	4.00		4.00		10.00			26.00	1.00				1.00	27.00	
3	Fleet mix/pavement design		20.00	10.00		10.00		4.00			44.00	1.00				1.00	45.00	
4	Base mapping from Lidar		8.00	4.00		10.00		40.00			62.00	1.00				1.00	63.00	
5	Scope description and layouts		20.00	10.00		4.00		10.00			44.00	1.00	2.00			3.00	47.00	
6	Coordination with FAA facilities		30.00	15.00				4.00			49.00	1.00				1.00	50.00	
7	Preliminary Engineering Report		30.00	60.00		40.00		20.00			150.00	1.00	20.00			21.00	171.00	
8	CADD Management										0.00					0.00	0.00	
9	Project Management										0.00					0.00	0.00	
10	Quality Assurance										0.00					0.00	0.00	
Subtotal Hours Pre-Design/Study/Programming		0.00	124.00	107.00	0.00	72.00	0.00	90.00	0.00	0.00	393.00	7.00	22.00	0.00	0.00	29.00	422.00	
Subtotal Fees Pre-Design/Study/Programming		\$0.00	\$24,180.00	\$13,910.00	\$0.00	\$6,840.00	\$0.00	\$10,800.00	\$0.00	\$0.00	\$55,730.00	\$455.00	\$1,980.00	\$0.00	\$0.00	\$2,435.00	\$58,165.00	
II. Preliminary Design/Schematics (30%)																		
1											0.00					0.00	0.00	
2	CADD Management										0.00					0.00	0.00	
3	Project Management										0.00					0.00	0.00	
4	Quality Assurance										0.00					0.00	0.00	
Subtotal Hours Preliminary Design/Schematics (30%)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subtotal Fees Preliminary Design/Schematics (30%)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
III. Design Development (60%)																		
1	Overhead sheets		1.00	2.00				4.00			7.00	1.00				1.00	8.00	
2	ALP		2.00	4.00		1.00		4.00			11.00					0.00	11.00	
3	Geometry Layout		2.00	4.00		1.00		40.00			47.00	1.00				1.00	48.00	
4	Grading and Drainage		2.00	4.00		16.00		40.00			62.00					0.00	62.00	
5	Drainage Analysis/Report		4.00	16.00		40.00		2.00			62.00	1.00				1.00	63.00	
6	Plan and Profile		4.00	8.00		8.00		40.00			60.00					0.00	60.00	
7	Electrical layout/MIRL, signs		1.00	2.00				24.00			27.00	1.00				1.00	28.00	
8	Marking Plans		4.00	8.00		4.00		20.00			36.00					0.00	36.00	
9	Pavement design		8.00	16.00		16.00		2.00			42.00	1.00				1.00	43.00	
10	Typical Sections		4.00	8.00		6.00		6.00			24.00					0.00	24.00	
11	CSPP		2.00	2.00		1.00		8.00			13.00	1.00				1.00	14.00	
12	FAA facilities coordination and review		16.00	16.00				2.00			34.00					0.00	34.00	
13	FAA review and coordination		16.00	16.00				2.00			34.00	1.00				1.00	35.00	
14	Detail sheets		4.00	4.00				30.00			38.00					0.00	38.00	
15	Estimates		2.00	4.00		15.00		10.00			31.00	1.00				1.00	32.00	
16	Specifications and contract documents		10.00	4.00		40.00					54.00		30.00			30.00	84.00	
17	Air Spacing		1.00	2.00				20.00			23.00	1.00				1.00	24.00	
18	Grants Administration		1.00	2.00							3.00					0.00	3.00	
19											0.00					0.00	0.00	
20											0.00					0.00	0.00	
21											0.00					0.00	0.00	
22	CADD Management										0.00					0.00	0.00	
23	Project Management										0.00					0.00	0.00	
24	Quality Assurance										0.00					0.00	0.00	
Subtotal Hours Design Development (60%)		0.00	84.00	122.00	0.00	148.00	0.00	254.00	0.00	0.00	608.00	9.00	30.00	0.00	0.00	39.00	647.00	
Subtotal Fees Design Development (60%)		\$0.00	\$16,380.00	\$15,860.00	\$0.00	\$14,060.00	\$0.00	\$30,480.00	\$0.00	\$0.00	\$76,780.00	\$585.00	\$2,700.00	\$0.00	\$0.00	\$3,285.00	\$80,065.00	
IV. Construction Documents (90%)																		
1	Overhead sheets		1.00	1.00				4.00			6.00	1.00				1.00	7.00	
2	ALP		2.00	3.00		1.00		4.00			10.00					0.00	10.00	
3	Geometry Layout		2.00	3.00		1.00		40.00			46.00	1.00				1.00	47.00	
4	Grading and Drainage		2.00	3.00		16.00		40.00			61.00					0.00	61.00	
5	Drainage Analysis/Report		4.00	10.00		16.00		2.00			32.00	1.00				1.00	33.00	
6	Plan and Profile		4.00	6.00		8.00		40.00			58.00					0.00	58.00	
7	Electrical layout/MIRL, signs		1.00	2.00				40.00			43.00	1.00				1.00	44.00	
8	Marking Plans		4.00	6.00		4.00		20.00			34.00					0.00	34.00	
9	Pavement design		8.00	10.00		16.00		2.00			36.00	1.00				1.00	37.00	
10	Typical Sections		2.00	2.00		2.00		6.00			12.00					0.00	12.00	
11	CSPP		2.00	2.00		1.00		8.00			13.00	1.00				1.00	14.00	

CIVIL MANHOUR ESTIMATE
HOB RW 3-21 Ext and LOC Replace/Relocate PER :
Lea County
Kent Freier

MOLZENCORBIN

		CIVIL									ADMINISTRATION						
Project Task		Principal Engineer	Senior Engineer	Professional Engineer	Engineering Intern II	Engineering Intern I	Senior Design Specialist	Engineering Design Specialist	Design Technician	Associate Design Technician	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	ADMIN - Grants/ Tech. Administrator	ADMIN - Computer Tech.	ADMIN. Totals	Grand Totals
12	FAA facilities coordination and review		16.00	16.00				2.00			34.00					0.00	34.00
13	FAA review and coordination		16.00	16.00				2.00			34.00	1.00				1.00	35.00
14	Detail sheets		4.00	4.00				10.00			18.00					0.00	18.00
15	Estimates		2.00	4.00		15.00		10.00			31.00	1.00				1.00	32.00
16	Specifications and contract documents		10.00	24.00		4.00					38.00		30.00			30.00	68.00
17	Air Spacing		1.00	2.00				15.00			18.00	1.00				1.00	19.00
18	Grants Administration		1.00	2.00							3.00					0.00	3.00
19	Coordination with FAA facilities										0.00					0.00	0.00
20											0.00					0.00	0.00
21											0.00					0.00	0.00
22	CADD Management										0.00					0.00	0.00
23	Project Management										0.00					0.00	0.00
24	Quality Assurance										0.00					0.00	0.00
Subtotal Hours Construction Documents (90%)		0.00	82.00	116.00	0.00	84.00	0.00	245.00	0.00	0.00	527.00	9.00	30.00	0.00	0.00	39.00	566.00
Subtotal Fees Construction Documents (90%)		\$0.00	\$15,990.00	\$15,080.00	\$0.00	\$7,980.00	\$0.00	\$29,400.00	\$0.00	\$0.00	\$68,450.00	\$585.00	\$2,700.00	\$0.00	\$0.00	\$3,285.00	\$71,735.00
V. Final Design (100%)																	
1	Overhead sheets		1.00	2.00				4.00			7.00	1.00				1.00	8.00
2	ALP		1.00	1.00		1.00		4.00			7.00					0.00	7.00
3	Geometry Layout		1.00	2.00		1.00		20.00			24.00	1.00				1.00	25.00
4	Grading and Drainage		1.00	2.00		16.00		20.00			39.00					0.00	39.00
5	Drainage Analysis/Report		2.00	8.00		16.00		2.00			28.00	1.00				1.00	29.00
6	Plan and Profile		4.00	8.00		8.00		20.00			40.00					0.00	40.00
7	Electrical layout/MIRL, signs		1.00	2.00				4.00			7.00	1.00				1.00	8.00
8	Marking Plans		2.00	4.00		4.00		10.00			20.00					0.00	20.00
9	Pavement design		2.00	2.00		4.00		2.00			10.00	1.00				1.00	11.00
10	Typical Sections		4.00	8.00		6.00		6.00			24.00					0.00	24.00
11	CSPP		2.00	2.00		1.00		8.00			13.00	1.00				1.00	14.00
12	FAA facilities coordination and review		16.00	16.00				2.00			34.00					0.00	34.00
13	FAA review and coordination		16.00	16.00				2.00			34.00	1.00				1.00	35.00
14	Detail sheets		4.00	4.00				10.00			18.00					0.00	18.00
15	Estimates		2.00	4.00		15.00		10.00			31.00	1.00				1.00	32.00
16	Specifications and contract documents		4.00	4.00		4.00					12.00		10.00			10.00	22.00
17	Air Spacing		1.00	2.00				10.00			13.00	1.00				1.00	14.00
18	Grants Administration		1.00	2.00							3.00					0.00	3.00
19	Coordination with FAA facilities										0.00					0.00	0.00
20											0.00					0.00	0.00
21											0.00					0.00	0.00
22	CADD Management										0.00					0.00	0.00
23	Project Management										0.00					0.00	0.00
24	Quality Assurance										0.00					0.00	0.00
Subtotal Hours Final Design (100%)		0.00	65.00	89.00	0.00	76.00	0.00	134.00	0.00	0.00	364.00	9.00	10.00	0.00	0.00	19.00	383.00
Subtotal Fees Final Design (100%)		\$0.00	\$12,675.00	\$11,570.00	\$0.00	\$7,220.00	\$0.00	\$16,080.00	\$0.00	\$0.00	\$47,545.00	\$585.00	\$900.00	\$0.00	\$0.00	\$1,485.00	\$49,030.00
VI. Bidding/Award																	
1	Not Included										0.00					0.00	0.00
2											0.00					0.00	0.00
3	Project Management										0.00					0.00	0.00
4	Quality Assurance										0.00					0.00	0.00
Subtotal Hours Bidding/Award		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Fees Bidding/Award		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
VII. Construction Admin. Services																	
1	Not Included										0.00					0.00	0.00
2											0.00					0.00	0.00
3	Project Management										0.00					0.00	0.00
4	Quality Assurance										0.00					0.00	0.00
Subtotal Hours Construction Admin. Services		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Fees Construction Admin. Services		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
VIII. Closeout																	
1	Not Included										0.00					0.00	0.00
2											0.00					0.00	0.00

CIVIL MANHOUR ESTIMATE
HOB RW 3-21 Ext and LOC Replace/Relocate PER :
Lea County
Kent Freier

MOLZENCORBIN

		CIVIL										ADMINISTRATION					
No.	Project Task	Principal Engineer	Senior Engineer	Professional Engineer	Engineering Intern II	Engineering Intern I	Senior Design Specialist	Engineering Design Specialist	Design Technician	Associate Design Technician	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	ADMIN - Grants/ Tech. Administrator	ADMIN - Computer Tech.	ADMIN. Totals	Grand Totals
3	Project Management										0.00					0.00	0.00
4	Quality Assurance										0.00					0.00	0.00
Subtotal Hours Closeout		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Fees Closeout		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Labor Hours		0.00	355.00	434.00	0.00	380.00	0.00	723.00	0.00	0.00	1,892.00	34.00	92.00	0.00	0.00	126.00	2,018.00
Standard Billing Rate or Fee		\$215.00	\$195.00	\$130.00	\$105.00	\$95.00	\$140.00	\$120.00	\$110.00	\$85.00		\$65.00	\$90.00	\$95.00	\$105.00		
Fee Dollars		\$0.00	\$69,225.00	\$56,420.00	\$0.00	\$36,100.00	\$0.00	\$86,760.00	\$0.00	\$0.00	\$248,505.00	\$2,210.00	\$8,280.00	\$0.00	\$0.00	\$10,490.00	\$258,995.00

ELECTRICAL MANHOUR ESTIMATE
HOB RW 3-21 Ext and LOC Replace/Relocate PER :
Lea County
Kent Freier

MOLZENCORBIN

		ELECTRICAL					ADMINISTRATION					ADMIN.. Totals	Grand Totals
No.	Project Task	Principal Engineer	Senior Engineer	Professional Engineer	Engineering Intern I	Engineering Design Specialist	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	ADMIN - Grants/ Tech. Administrator	ADMIN - Computer Tech.		
I. Pre-Design/Study/Programming													
1	Kickoff meeting		8.00				8.00					0.00	8.00
2	Survey data coordination						0.00					0.00	0.00
3	Fleet mix/pavement design						0.00					0.00	0.00
4	Base mapping from Lidar						0.00					0.00	0.00
5	Scope description and layouts						0.00					0.00	0.00
6	Coordination with FAA facilities		8.00			8.00	16.00					0.00	16.00
7	Preliminary Engineering Report		16.00			4.00	20.00					0.00	20.00
8	CADD Management						0.00					0.00	0.00
9	Project Management						0.00					0.00	0.00
10	Quality Assurance						0.00					0.00	0.00
Subtotal Hours Pre-Design/Study/Programming		0.00	32.00	0.00	0.00	12.00	44.00	0.00	0.00	0.00	0.00	0.00	44.00
Subtotal Fees Pre-Design/Study/Programming		\$0.00	\$6,080.00	\$0.00	\$0.00	\$1,320.00	\$7,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,400.00
II. Preliminary Design/Schematics (30%)													
1							0.00					0.00	0.00
2	CADD Management						0.00					0.00	0.00
3	Project Management						0.00					0.00	0.00
4	Quality Assurance						0.00					0.00	0.00
Subtotal Hours Preliminary Design/Schematics (30%)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Fees Preliminary Design/Schematics (30%)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
III. Design Development (60%)													
1	Overhead sheets						0.00					0.00	0.00
2	ALP						0.00					0.00	0.00
3	Geometry Layout		8.00			16.00	24.00					0.00	24.00
4	Grading and Drainage						0.00					0.00	0.00
5	Drainage Analysis/Report						0.00					0.00	0.00
6	Plan and Profile		8.00			25.00	33.00					0.00	33.00
7	Electrical layout/MIRL, signs		30.00			40.00	70.00					0.00	70.00
8	Marking Plans						0.00					0.00	0.00
9	Pavement design						0.00					0.00	0.00
10	Typical Sections						0.00					0.00	0.00
11	CSPP						0.00					0.00	0.00
12	FAA facilities coordination and review		40.00			40.00	80.00					0.00	80.00
13	FAA review and coordination		40.00			20.00	60.00					0.00	60.00
14	Detail sheets		8.00			40.00	48.00					0.00	48.00
15	Estimates		16.00			16.00	32.00					0.00	32.00
16	Specifications and contract documents		40.00	40.00		16.00	96.00		8.00			8.00	104.00
17	Air Spacing						0.00					0.00	0.00
18	Grants Administration						0.00					0.00	0.00
19		0					0.00					0.00	0.00
20		0					0.00					0.00	0.00
21							0.00					0.00	0.00
22	CADD Management						0.00					0.00	0.00
23	Project Management						0.00					0.00	0.00
24	Quality Assurance						0.00					0.00	0.00
Subtotal Hours Design Development (60%)		0.00	190.00	40.00	0.00	213.00	443.00	0.00	8.00	0.00	0.00	8.00	451.00
Subtotal Fees Design Development (60%)		\$0.00	\$36,100.00	\$5,400.00	\$0.00	\$23,430.00	\$64,930.00	\$0.00	\$720.00	\$0.00	\$0.00	\$720.00	\$65,650.00

ELECTRICAL MANHOUR ESTIMATE
HOB RW 3-21 Ext and LOC Replace/Relocate PER :
Lea County
Kent Freier

MOLZENCORBIN

		ELECTRICAL					ADMINISTRATION					ADMIN.. Totals	Grand Totals
No.	Project Task	Principal Engineer	Senior Engineer	Professional Engineer	Engineering Intern I	Engineering Design Specialist	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	ADMIN - Grants/ Tech. Administrator	ADMIN - Computer Tech.		
IV.	Construction Documents (90%)												
1	Overhead sheets						0.00					0.00	0.00
2	ALP						0.00					0.00	0.00
3	Geometry Layout		20.00			40.00	60.00					0.00	60.00
4	Grading and Drainage						0.00					0.00	0.00
5	Drainage Analysis/Report						0.00					0.00	0.00
6	Plan and Profile		20.00			20.00	40.00					0.00	40.00
7	Electrical layout/MIRL, signs		40.00			40.00	80.00					0.00	80.00
8	Marking Plans						0.00					0.00	0.00
9	Pavement design						0.00					0.00	0.00
10	Typical Sections						0.00					0.00	0.00
11	CSPP						0.00					0.00	0.00
12	FAA facilities coordination and review		40.00				40.00					0.00	40.00
13	FAA review and coordination		40.00				40.00					0.00	40.00
14	Detail sheets					8.00	8.00					0.00	8.00
15	Estimates		20.00			20.00	40.00					0.00	40.00
16	Specifications and contract documents		40.00	20.00			60.00		20.00			20.00	80.00
17	Air Spacing						0.00					0.00	0.00
18	Grants Administration						0.00					0.00	0.00
19	Coordination with FAA facilities						0.00					0.00	0.00
20	0						0.00					0.00	0.00
21	0						0.00					0.00	0.00
22	CADD Management						0.00					0.00	0.00
23	Project Management						0.00					0.00	0.00
24	Quality Assurance						0.00					0.00	0.00
Subtotal Hours Construction Documents (90%)		0.00	220.00	20.00	0.00	128.00	368.00	0.00	20.00	0.00	0.00	20.00	388.00
Subtotal Fees Construction Documents (90%)		\$0.00	\$41,800.00	\$2,700.00	\$0.00	\$14,080.00	\$58,580.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$1,800.00	\$60,380.00
V.	Final Design (100%)												
1	Overhead sheets						0.00					0.00	0.00
2	ALP						0.00					0.00	0.00
3	Geometry Layout		10.00			10.00	20.00					0.00	20.00
4	Grading and Drainage						0.00					0.00	0.00
5	Drainage Analysis/Report						0.00					0.00	0.00
6	Plan and Profile		10.00			10.00	20.00					0.00	20.00
7	Electrical layout/MIRL, signs		10.00			10.00	20.00					0.00	20.00
8	Marking Plans						0.00					0.00	0.00
9	Pavement design						0.00					0.00	0.00
10	Typical Sections						0.00					0.00	0.00
11	CSPP						0.00					0.00	0.00
12	FAA facilities coordination and review		20.00				20.00					0.00	20.00
13	FAA review and coordination		20.00				20.00					0.00	20.00
14	Detail sheets					8.00	8.00					0.00	8.00
15	Estimates		10.00	10.00		10.00	30.00					0.00	30.00
16	Specifications and contract documents		10.00	10.00			20.00		10.00			10.00	30.00
17	Air Spacing						0.00					0.00	0.00
18	Grants Administration						0.00					0.00	0.00
19	Coordination with FAA facilities						0.00					0.00	0.00

ELECTRICAL MANHOUR ESTIMATE
HOB RW 3-21 Ext and LOC Replace/Relocate PER :
Lea County
Kent Freier

MOLZENCORBIN

		ELECTRICAL					ADMINISTRATION					ADMIN.. Totals	Grand Totals
No.	Project Task	Principal Engineer	Senior Engineer	Professional Engineer	Engineering Intern I	Engineering Design Specialist	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	ADMIN - Grants/ Tech. Administrator	ADMIN - Computer Tech.		
20	0						0.00					0.00	0.00
21							0.00					0.00	0.00
22	CADD Management						0.00					0.00	0.00
23	Project Management						0.00					0.00	0.00
24	Quality Assurance						0.00					0.00	0.00
Subtotal Hours Final Design (100%)		0.00	90.00	20.00	0.00	48.00	158.00	0.00	10.00	0.00	0.00	10.00	168.00
Subtotal Fees Final Design (100%)		\$0.00	\$17,100.00	\$2,700.00	\$0.00	\$5,280.00	\$25,080.00	\$0.00	\$900.00	\$0.00	\$0.00	\$900.00	\$25,980.00
VI. Bidding/Award													
1	Not Included						0.00					0.00	0.00
2							0.00					0.00	0.00
3							0.00					0.00	0.00
4							0.00					0.00	0.00
5							0.00					0.00	0.00
6	Project Management						0.00					0.00	0.00
7	Quality Assurance						0.00					0.00	0.00
Subtotal Hours Bidding/Award		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Fees Bidding/Award		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
VII. Construction Admin. Services													
1	Not Included						0.00					0.00	0.00
2							0.00					0.00	0.00
3							0.00					0.00	0.00
4							0.00					0.00	0.00
5							0.00					0.00	0.00
6							0.00					0.00	0.00
7							0.00					0.00	0.00
8							0.00					0.00	0.00
9	Project Management						0.00					0.00	0.00
10	Quality Assurance						0.00					0.00	0.00
Subtotal Hours Construction Admin. Services		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Fees Construction Admin. Services		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
VIII. Closeout													
1	Not Included						0.00					0.00	0.00
2							0.00					0.00	0.00
3	Project Management						0.00					0.00	0.00
4	Quality Assurance						0.00					0.00	0.00
Subtotal Hours Closeout		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Fees Closeout		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Labor Hours		0.00	532.00	80.00	0.00	401.00	1,013.00	0.00	38.00	0.00	0.00	38.00	1,051.00
Standard Billing Rate or Fee		\$215.00	\$190.00	\$135.00	\$95.00	\$110.00		\$65.00	\$90.00	\$95.00	\$105.00		
Fee Dollars		\$0.00	\$101,080.00	\$10,800.00	\$0.00	\$44,110.00	\$155,990.00	\$0.00	\$3,420.00	\$0.00	\$0.00	\$3,420.00	\$159,410.00

Yes/No

Enter Budget using Phases

Breakdown of Hours by Phase and Department

Hours	Architectural Hours	Civil Hours	Electrical Hours	Mechanical Hours	Water Resources Hours	ADMIN. Hours	Total Hours
Pre-Design/Study/Programming	0.00	393.00	44.00	0.00	0.00	29.00	466.00
Preliminary Design/Schematics (30%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Design Development (60%)	0.00	608.00	443.00	0.00	0.00	47.00	1,098.00
Construction Documents (90%)	0.00	527.00	368.00	0.00	0.00	59.00	954.00
Final Design (100%)	0.00	364.00	158.00	0.00	0.00	29.00	551.00
Bidding/Award	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Admin. Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Closeout	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	1,892.00	1,013.00	0.00	0.00	164.00	3,069.00

Breakdown of Fees by Phase and Department

Cost	Architectural Fees	Civil Fees	Electrical Fees	Mechanical Fees	Water Resources Fees	ADMIN. Fees	Total Fees
Pre-Design/Study/Programming	\$0.00	\$55,730.00	\$7,400.00	\$0.00	\$0.00	\$2,435.00	\$65,565.00
Preliminary Design/Schematics (30%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design Development (60%)	\$0.00	\$76,780.00	\$64,930.00	\$0.00	\$0.00	\$4,005.00	\$145,715.00
Construction Documents (90%)	\$0.00	\$68,450.00	\$58,580.00	\$0.00	\$0.00	\$5,085.00	\$132,115.00
Final Design (100%)	\$0.00	\$47,545.00	\$25,080.00	\$0.00	\$0.00	\$2,385.00	\$75,010.00
Bidding/Award	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin. Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Closeout	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$248,505.00	\$155,990.00	\$0.00	\$0.00	\$13,910.00	\$418,405.00

TOTAL SUBS-BASIC FEE	\$45,000.00
TOTAL OTHER DIRECT EXPENSES	\$16,370.00
TOTAL BASIC FEE	\$479,775.00

				COST	PROJECTED FEE
SURVEY					
Estimated Field Survey Days			10		\$19,680.00
REIMBURSABLE SUBCONSULTANTS					
			Task		
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
Subconsultant Subtotal				\$0.00	\$0.00
Mark-up (if any)			10%		\$0.00
SUBTOTAL REIMBURSABLE SUBCONSULTANTS					\$0.00
REIMBURSABLE EXPENSES					
			Quantity		
In-House Copies	\$0.11	100.00		\$11.00	
In-House Color Copies (8 1/2 x 11)	\$1.00	10.00		\$10.00	
In-House Color Copies (11 x 17)	\$2.00	10.00		\$20.00	
In-House Large Format Plots	\$3.00			\$0.00	
Mileage	\$0.575	1,000.00		\$575.00	
Commercial Travel					
Lodging - Per Diem (Survey Crew /night)	\$94.00	10.00		\$940.00	
Meals - Per Diem (per person /day)	\$55.00	10.00		\$1,100.00	
Photo					
Postage					
Supplies/Misc.				\$200.00	
Reimbursables Subtotal				\$2,856.00	\$2,856.00
Reimbursable Markup (if any)			0%		\$0.00
SUBTOTAL REIMBURSABLE EXPENSES				\$2,856.00	\$2,856.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES				\$2,856.00	\$22,536.00
NMGRT			7.8750%	INFO ONLY LC 8.3125	\$1,774.71
TOTAL				INFO ONLY Carlsbad 7.6458	\$24,310.71

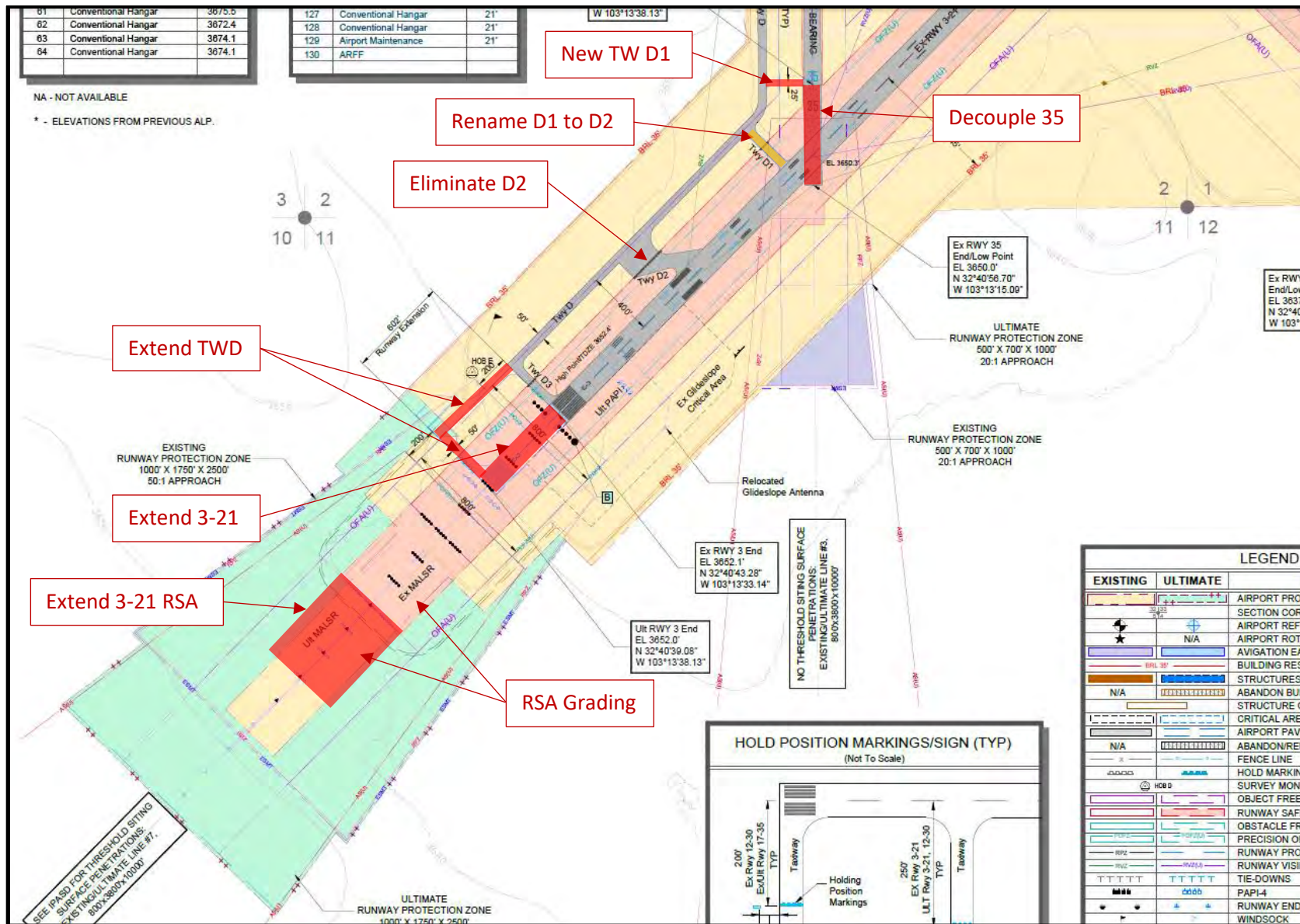
CONTRACT AMOUNT

HOB RW 3-21 Ext and LOC Replace/Relocate PER and Prelim Design
Lea County

MOLZENCORBIN**Kent Freier****COST****CALCULATED
CONTRACT AMOUNT****BASIC FEE (Labor)**

SUBTOTAL LABOR				\$418,405.00
OTHER DIRECT SUBCONSULTANTS				
	Sub Type	Phase		
Geotest	Geotech		\$25,000.00	
QPEC	Structural		\$20,000.00	
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				\$45,000.00
Reimbursable Markup (if any)				0%
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				\$45,000.00
OTHER DIRECT EXPENSES (ODE'S)				
		Quantity		
In-House Copies		\$0.11	10,000.00	\$1,100.00
In-House Color Copies (8 1/2 x 11)		\$1.00	1,000.00	\$1,000.00
In-House Color Copies (11 x 17)		\$2.00	200.00	\$400.00
In-House Large Format Plots		\$3.00	200.00	\$600.00
Commercial Copies		\$0.06		\$0.00
Commercial Prints		\$1.02		\$0.00
Commercial Color Copies		\$1.50		\$0.00
In-House or Commercial Mylars		\$10.50		\$0.00
Mileage		\$0.575	12,000.00	\$6,900.00
Commercial Travel				
Lodging-Per Diem (Verify With Accounting)		\$94.00	30.00	\$2,820.00
Meals - Per Diem (per person /day) (Verify With Accounting)		\$55.00	50.00	\$2,750.00
Photo				
Postage				\$300.00
Supplies				\$500.00
SUBTOTAL OTHER DIRECT EXPENSES				\$16,370.00
TOTAL BASIC FEE				\$479,775.00
REIMBURSABLE SUBCONSULTANTS				
		Phase		
Subconsultant Subtotal			\$0.00	\$0.00
Mark-up (if any)		10%		\$0.00
Observation Total From Observation Contract Amount (Excluding GRT)				\$0.00
In House Survey From Survey Contract Amount (Excluding GRT)				\$22,536.00
SUBTOTAL ADDITIONAL SERVICES				\$0.00
REIMBURSABLES				
		Quantity		
In-House Copies		\$0.11		\$0.00
In-House Color Copies (8 1/2 x 11)		\$1.00		\$0.00
In-House Color Copies (11 x 17)		\$2.00		\$0.00
In-House Large Format Prints		\$3.00		\$0.00
In-House Large Format Plots		\$3.00		\$0.00
Commercial Copies		\$0.06		\$0.00
Commercial Prints		\$1.02		\$0.00
Commercial Color Copies		\$1.50		\$0.00
In-House or Commercial Mylars		\$10.50		\$0.00
Mileage		\$0.575		\$0.00
Bidding Documents (Specs & Plans)				
Commercial Travel				
Lodging-Per Diem (per person/per day)		\$89.00		\$0.00
Meals - Per Diem (per person /per day)		\$51.00		\$0.00
Photo				
Postage				
Supplies/Misc.				
SUBTOTAL REIMBURSABLES				\$0.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES				\$502,311.00
NMGRT				\$39,556.99
TOTAL				\$541,867.99

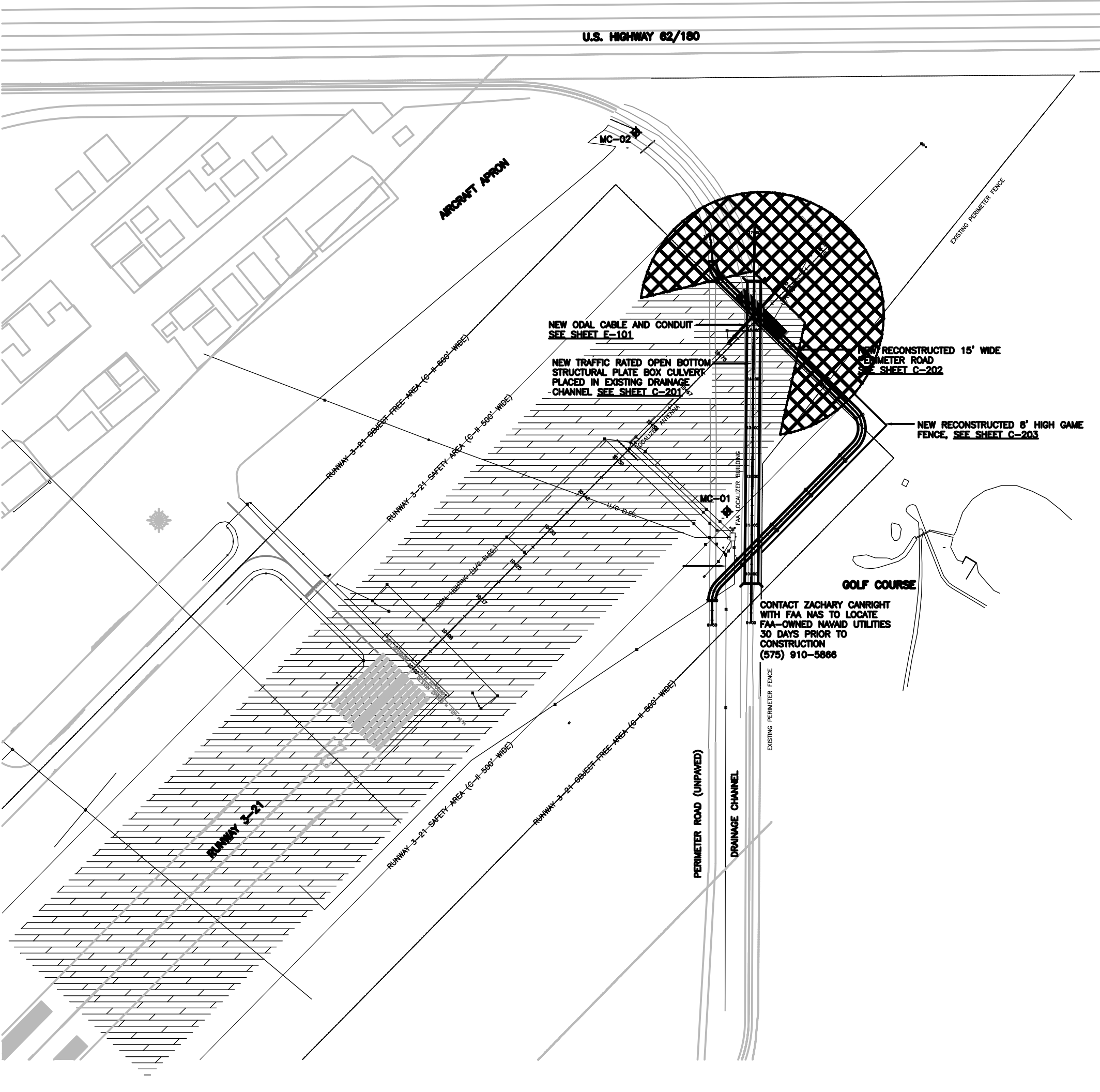
7.8750% INFO ONLY LC 8.3125
INFO ONLY Carlsbad 7.6458



Project Layout



Project Layout, Existing



Lea County Regional Airport
Runway 3-21 Extension and LOC Replacement

Summary of Costs:

RW 3-21 Extension Engineering Design	428,252.02
RW 3-21 Extension Construction	4,876,622.90
RW 3-21 Extension Observation and Testing	142,211.73
LOC Relocation/Replacement Design	89,339.38
LOC Relocation/Replacement Construction	803,949.56
LOC Relocation/Replacement O&T	61,114.27
Total	6,401,489.86

ENGINEER'S OPINION OF PROBABLE COST**Lea County Regional Airport****Runway 3-21 and Taxiway D Extension (602')**

Project No: AIP 3-35-0022-XX-2020

28-Mar-19

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	ESTIM. QUANT.	UNIT PRICE	AMOUNT
1	P-101	Mobilization, Complete	LS	1.00	100,000.00	100,000.00
2	P-102	Airport Safety and Security	LS	1.00	75,000.00	75,000.00
3	P-151	Clearing and Grubbing	AC	8.12	2,000.00	16,235.08
4	P-152	Unclassified Excavation	CY	3,894.44	5.00	19,472.22
5	P-152	On site Borrow Excavation, Removal and Replacement of Existing Unsuitable Material	CY	198,093.83	4.00	792,375.31
6	P-156	Temporary Pollution/Erosion Control	LS	1.00	25,000.00	25,000.00
7		Sawcut Existing Asphalt Pavement, Complete	LF	1,425.00	1.50	2,137.50
8	P-104	Bituminous Pavement Removal, 4" to 7" Depth, Pulverization to a Depth of 10", Hauling, Stockpiling, Complete	SY	13,000.00	5.00	65,000.00
9	P-152	Subgrade Preparation	SY	19,494.44	1.50	29,241.67
10	P-154	Subbase, Complete in Place, 8" Thickness	CY	4,332.10	40.00	173,283.95
11	P-209	Crushed Aggregate Base Course, 8" Thickness	CY	4,332.10	55.00	238,265.43
12	P-401	Bituminous Surface Course	TON	11,146.88	135.00	1,504,828.13
13	P-602	Bituminous Prime Coat	GAL	5,848.33	1.00	5,848.33
14	P-603	Bituminous Tack Coat	GAL	1,364.61	1.00	1,364.61
15		Linear Grading Along Pavement Edge to Maintain 1.5" Max Drop, Complete in Place	LF	3,948.00	2.00	7,896.00
16	P-620	Pavement Marking Eradication	SF	51,182.50	4.00	204,730.00
17	P-620	Runway and Taxiway Painting	SF	86,073.00	1.10	94,680.30
18	T-901	Seeding with Hydromulch	AC	16.28	3,000.00	48,842.98
19	L-100	Demolition and Salvage of Edge Lights	LS	1.00	10,000.00	10,000.00
20	L-108	L-824, Type C, 1/C #8 5KV Cable	LF	4,378.00	1.00	4,378.00
21	L-110	Multi-way Duct, 4 Way, 4" Conduit, Concrete Encased	LF	115.00	90.00	10,350.00
22	L-110	Single way 2" Conduit, Direct Bury	LF	4,378.00	12.00	52,536.00
23	L-110	Single way 2" Conduit, Temporary above ground	LF	1,000.00	9.00	9,000.00
24		Trench and Backfill for 2" Conduit, Complete in Place	LF	4,378.00	2.00	8,756.00
25		Ground Wire (#6 Counterpoise) in Separate Trench, Complete in Place	LF	4,378.00	2.00	8,756.00
26	L-861	Medium Intensity Taxiway Edge Lights (MITL), Blue Lens, Can Mounted, L-830 Transformers, Complete in Place	EA	80.00	1,100.00	88,000.00
27	L-861	High Intensity Runway Edge Lights (HIRL), , Amber/Clear, Can Mounted, L-830 Transformers, Complete in Place	EA	8.00	1,200.00	9,600.00
28	L-861	High Intensity Runway Threshold Lights (HIRL), LED with Arctic Kit, Red/Green Lens, Can Mounted, L-830 Transformers, Complete in Place	EA	8.00	1,500.00	12,000.00
29		Install Pull Box, Complete in Place	EA	10.00	350.00	3,500.00
30	L-858	L-858 Guidance Signs, 3 module, Complete in Place	EA	5.00	4,000.00	20,000.00

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	ESTIM. QUANT.	UNIT PRICE	AMOUNT
31	L-858	Remove and Dispose of Existing Guidance Sign, at City Maintenance Yard on airport, Complete.	EA	3.00	400.00	1,200.00
32		36" Diameter Culvert Pipe, Including Trench and Backfill and End Sections, Complete in Place	LF	4,500.00	100.00	450,000.00
33		Riprap, Complete in Place	CY	200.00	200.00	40,000.00
34		New In Pavement MALSR, Complete Including Lights, Cans, Conduits and Wiring	LS	1.00	20,000.00	20,000.00
35		Existing MALSR Towers, Adjust to Grade, Complete	LS	1.00	100,000.00	100,000.00
36	GP's	Construction Staking, Complete	LS	1.00	75,000.00	75,000.00
37	GP's	Contractor Quality Control Testing, Complete	LS	1.00	75,000.00	75,000.00
		<i>Subtotal Construction</i>				4,402,277.50
		<i>Contingencies</i>	%	1.00	5.00%	220,113.88
		<i>Subtotal Construction w/Contingencies</i>				4,622,391.38
		<i>NMGRT (County)</i>	%	1.00	5.5000%	254,231.53
		Total Construction				4,876,622.90
		<i>Preliminary Engineering Design</i>	%	1.00	8.000%	369,791.31
		<i>Design Survey</i>	LS	1.00	15,000.00	15,000.00
		<i>Geotechnical Investigation</i>	LS	1.00	12,000.00	12,000.00
		<i>Environmental Documentation</i>	LS	1.00	2,000.00	2,000.00
		<i>Right-of-Way Survey</i>	LS	1.00	-	-
		<i>Right-of-Way Mapping</i>	LS	1.00	-	-
		<i>Subtotal Engineering</i>				398,791.31
		<i>NMGRT (Albuquerque, City)</i>	%	1.00	7.3875%	29,460.71
		Total Engineering				428,252.02
		<i>Construction Observation</i>	DAYS	180.00	680.00	87,428.57
		<i>Observation Support</i>	LS	1.00	10,000.00	10,000.00
		<i>Construction Materials Testing</i>	LS	1.00	35,000.00	35,000.00
		<i>Subtotal Construction Engineering</i>				132,428.57
		<i>NMGRT</i>	%	1.00	7.3875%	9,783.16
		Total Construction Engineering				142,211.73
		Summary:				
		Construction				4,876,622.90
		Design Engineering				428,252.02
		Construction Engineering				142,211.73
		Total Project				5,447,086.65

FAA	5,174,732.32
Lea County	136,177.17
NMDOT-AD	136,177.17

	Existing	Proposed			
Runway Extension, ft.	-	602.00	ft		
Runway Width, ft.	150.00	150.00	ft		
Taxiway D Length, ft.	-	1,002.00	Far SE End for seal		
Taxiway D Width, ft.		50.00	ft		
Hold Apron L, ft	-	240.00	for shoulder sealing		
Hold Apron W, ft	-	120.00	ft		
New TW D1, L		250.00	ft		
New TW D1, W		25.00	ft		
Exist TW D2		6,500.00	sy, google earth trace		
Decouple 35, L		300.00	ft		
Decouple 35, W		150.00	ft		
Earthwork Depth		120.00	in		
Subbase Thickness		8.00	in		
Subbase Unit Weight		135.00	pcf		
Base Course Thickness		8.00	in		
Base Course Unit Weight		145.00	pcf		
Asphalt thickness		5.00	in		
Asphalt Unit Weight		150.00	pcf		
Asphalt Oil		6.00	%		
Hydrated Lime		1.50	%		
Prime Coat	0.15	gpsy to	0.30	gpsy	240 g/ton
Tack Coat	0.03	gpsy to	0.07	gpsy	240 g/ton

ACAD area of removal
ACAD area of new

Saw Cut Existing Asphalt	L, ft	W, ft	Area, Ac
RW 321	150.00		-
TW D	50.00		-
TW D2 along TW D	300.00		
TW D2 along RW 321	270.00		
New TW D1 along TW D	100.00		
New TW D1 along RW 35	100.00		
RW 35 for decouple	150.00		
RW 35 along RW 321	305.00		
	-		
	-		
	-		
	-		
Total	1,425.00		

Existing Pavement Removal,	R, ft	L, ft	W, ft	Area, SY	
Exist TW D2		-		6,500.00	Google Earth area
RW 35 Decouple				5,200.00	Google Earth area
RW 35 Decouple				1,300.00	Google Earth area
Total				13,000.00	

Clearing & Grubbing	L, ft	W, ft	Area, Ac
Runway 3	602.00	250.00	3.46
TaxiwayD	1,002.00	150.00	3.45
Apron	240.00	220.00	1.21
New TW D1	250.00	75.00	0.43
RSA	1,000.00	500.00	11.48
Total			8.12

Unclassified Excavation	R, ft	L, ft	W, ft	Depth, in.	Vol., cy
Runway 3		602.00	150.00	-	-
Taxiway D		1,002.00	50.00	-	-
Apron		240.00	120.00	36.00	3,200.00
RSA		1,000.00	500.00	-	-
New TW D1		250.00	25.00	36.00	694.44

Total	3,894.44
-------	----------

On-Site Borrow	Don't know.	L, ft	W, ft	Depth, in.	Vol., cy
Runway		602.00	150.00	36.00	10,033.33
Taxiway		1,002.00	50.00	36.00	5,566.67
Apron		240.00	120.00	36.00	3,200.00
RSA		1000	500.00	52.00	80,246.91

Total	99,046.91
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Seeding w/Hydromulch	L, ft	W, ft	Area, Ac
Runway 3	602.00	50.00	0.69
TaxiwayD	1,002.00	50.00	1.15
Apron	240.00	50.00	0.28
RSA	1,000.00	500.00	11.48
TW A2			1.34
RW 35 Decouple			1.07
RW 35 Decouple			0.27
Total			16.28

RipRap, totally unknown at this point	L, ft	W, ft	Thick., in.	Area, sy	Vol., cy
	-	50.00		-	-
	-	50.00		-	-
	-	50.00		-	-
Total				-	-

Subgrade Preparation	R, ft	L, ft	W, ft	Area, sy
Runway 3		602.00	150.00	10,033.33
Taxiway D		1,002.00	50.00	5,566.67
Apron		240.00	120.00	3,200.00
New TW D1		250.00	25.00	694.44

Total	19,494.44
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Subbase	R, ft	L, ft	W, ft	Thick., in.	Un. Wgt., pcf	Volume, cy	Tons
Runway 3		602.00	150.00	8.00	135.00	2,229.63	4,063.50
Taxiway D		1,002.00	50.00	8.00	135.00	1,237.04	2,254.50
Apron		240.00	120.00	8.00	135.00	711.11	1,296.00
New TW D1		250.00	25.00	8.00	135.00	154.32	281.25

Total	4,332.10	7,895.25
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Crushed Aggregate Base Cou	R, ft	L, ft	W, ft	Thick., in.	Un. Wgt., pcf	Volume, cy	Tons
Runway 3		602.00	150.00	8.00	145.00	2,229.63	4,364.50
Taxiway D		1,002.00	50.00	8.00	145.00	1,237.04	2,421.50
Apron		240.00	120.00	8.00	145.00	711.11	1,392.00
New TW D1		250.00	25.00	8.00	145.00	154.32	302.08

Total	4,332.10	8,480.08
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Bituminous Surface Course	L, ft	W, ft	Thick., in.	Un. Wgt., pcf	Area, sy	Tons
Runway 3	602.00	150.00	5.00	150.00	10,033.33	2,821.88
Taxiway D	1,002.00	50.00	5.00	150.00	5,566.67	1,565.63
Apron	240.00	120.00	5.00	150.00	3,200.00	900.00
New TW D1	250.00	25.00	150.00	150.00	694.44	5,859.38

Total	19,494.44	11,146.88
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Bituminous Material	Tons	% Oil	Tons
	11,146.88	6.00	668.81

Total	668.81
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Hydrated Lime		Tons	% Lime		Tons
	All	11,146.88	1.50		167.20
Total					167.20

Prime Coat	L, ft	W, ft	Area, sy	Lifts	Rate, gpsy	Gallons	Gal/ton	Tons
Runway 3	602.00	150.00	10,033.33	1	0.30	3,010.00	240.15	12.53
Taxiway D	1,002.00	50.00	5,566.67	1	0.30	1,670.00	240.15	6.95
Apron	240.00	120.00	3,200.00	1	0.30	960.00	240.15	4.00
New TW D1	250.00	25.00	694.44	1	0.30	208.33	240.15	0.87
Total						5,848.33		24.35

Tack Coat	L, ft	W, ft	Area, sy	Lifts	Rate, gpsy	Gallons	Gal/ton	Tons
Runway 3	602.00	150.00	10,033.33	1	0.0700	702.33	240.15	2.92
Taxiway D	1,002.00	50.00	5,566.67	1	0.0700	389.67	240.15	1.62
Apron	240.00	120.00	3,200.00	1	0.0700	224.00	240.15	0.93
New TW D1	250.00	25.00	694.44	1	0.07	48.61	240.15	0.20
Total						1,364.61		5.68

Marking	L, ft	W, ft	Number	Area, sf
RW CL,	120.00	3.00	27.00	9,720.00
2	1.00	652.00	1.00	652.00
1	1.00	320.00	1.00	320.00
3	1.00	635.00	1.00	635.00
5	1.00	750.00	1.00	750.00
3	1.00	635.00	1.00	635.00
Threshold Bars	150.00	5.75	12.00	10,350.00
Threshold Bars	150.00	5.75	12.00	10,350.00
	1.00	318.00	-	-
	1.00	652.00	-	-
3	1.00	633.00	-	-
	1.00	800.00	-	-
Aiming point	150.00	30.00	4.00	18,000.00
ILS Marking	75.00	6.00	18.00	8,100.00
Edge Stripes	8,000.00	1.50	2.00	24,000.00
TW Leadoffs	360.00	0.50	7.00	1,260.00
TW CL	1,002.00	0.50	1.00	501.00
SPHS	20.00	20.00	2.00	800.00
Total				86,073.00

Linear Grading	L, ft	#	Total
Runway 3	602.00	2	1,204.00
Taxiway D	1,002.00	2	2,004.00
Apron	240.00	1	240.00
new TW D1	250.00	2	500.00
Total			3,948.00

Eradication	L, ft	W, ft	Number	Area, sf
RW CL,	120.00	3.00	27.00	9,720.00
2	60.00	30.00	1.00	1,800.00
1	60.00	30.00	1.00	1,800.00
3	60.00	30.00	-	-
5	60.00	30.00	-	-
3	60.00	30.00	-	-

Threshold Bars		150.00	5.75	12.00	10,350.00
		150.00	5.75	-	-
		1.00	318.00	-	-
		1.00	652.00	-	-
	3	1.00	633.00	-	-
		1.00	800.00	-	-
Aiming point		150.00	30.00	4.00	18,000.00
ILS Marking		75.00	6.00	18.00	8,100.00
Edge Stripes		603.00	1.50	-	-
TW Leadoffs		360.00	0.50	7.00	1,260.00
TW CL		305.00	0.50	1.00	152.50
SPHS		20.00	20.00	-	-

Total					51,182.50
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New 2" Conduit	LF
RW 3	1,374.00
TW D	2,004.00
Apron	500.00
New TW D1	500.00
Total	4,378.00

T&B for Conduit	LF
RW 3	1,374.00
TW D	2,004.00
Apron	500.00
New TW D1	500.00
Total	4,378.00

Cable	LF
RW 3	1,374.00
TW D	2,004.00
Apron	500.00
New TW D1	500.00
Total	4,378.00

Counterpoise	LF
RW 3	1,374.00
TW D	2,004.00
Apron	500.00
New TW D1	500.00
Total	4,378.00

New HIRL with Can/Conduit	EA
MIRL	8.00
Threshold	8.00
Total	16.00

New MITL with Can/Conduit	EA
TW D	70.00
New TW D1	10.00
Total	80.00

4" 4 Way Conc. Encased Banl EA

New TW A at 21	70.00
New TW D1 at 35	45.00
Total	115.00

Guidance Signs EA

A/21 Hold	1.00
New D1 at 35 Hold	1.00
Repl D1 with D2, Hold	1.00
A1/21 with 3-21	1.00
Total	4.00

New In Pavement ILS LS

Can, Conduit, wire	1.00
--------------------	------

36" Culverts In Monument D	LF	#	Total
36" Culvert	500.00	9.00	4,500.00

SCOPE AND NOTES:

- 1 Extend RW 3-21 602' to southwest
- 2 Extend TW D 602' to southwest
- 3 Connector, D, to new end 03
- 4 Decouple RW17 from RW 321, 300'
- 5 Eliminate TW D2
- 6 Construct New TW D1 to 35 threshold
- 7 Rename TW D1 to D2
- 8 Extend RSA 602'
- 9 Grading all of 500' X 1000' RSA
- 10 Edge lighting, MIRL, MITL as required
- 11 Guidance signs as required
- 12 Eradicate marking on 3-21
- 13 New Marking on 3-21 and associated taxiways
- 14 FAA reimburseable agreement coordination

ENGINEER'S OPINION OF PROBABLE COST

Lea County Regional Airport

HOB LOC Relocation

Project No: AIP 3-35-0022-XX-2020

25-Sep-20

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	ESTIM. QUANT.	UNIT PRICE	AMOUNT
1		New LOC Array, 14 Element LPD Mark 1F	LS	1.00	125,000.00	125,000.00
2		Site Work, Grading, Gravel for Parking Lot	SY	500.00	10.00	5,000.00
3		New LOC Array Foundation (including grounding)	LS	1.00	20,000.00	20,000.00
4		New Shelter with Equipment Pre Loaded	LS	1.00	120,000.00	120,000.00
5		New Coax Cable from Shelter to LOC Including T&B	LF	450.00	35.00	15,750.00
6		PE-39 Cable (Minimum Order	LF	6,000.00	7.00	42,000.00
7		New Trench, Backfill and Conduit	LF	450.00	35.00	15,750.00
8		Power Supply to Shelter Including T&B	LF	550.00	25.00	13,750.00
9		Xcel Energy Allowance (meter drop)	ALL	1.00	7,500.00	7,500.00
10		Misc. Equip. Relocate, Wiring for Shelter	LS	1.00	10,000.00	10,000.00
11		DME Relocation	LS	1.00	10,000.00	10,000.00
12		Parking at Shelter & Walkpath to Array	LS	1.00	10,000.00	10,000.00
13		Flight Inspection	LS	1.00	20,000.00	20,000.00
14		Small Scale Reimbursable Agreement	LS	1.00	95,000.00	95,000.00
15		RA for FAA RE, Installers, Drafting	LS	1.00	100,000.00	100,000.00
16		Extend Culvert	LF	100.00	1,060.00	106,000.00
17		Removal/Reconstruct Headwall	LS	1.00	10,000.00	10,000.00
Subtotal						725,750.00
Contingencies			%	1.00	5.00%	36,287.50
Subtotal w/Contingencies						762,037.50
NMGRT			%	1.00	5.5000%	41,912.06
Total Construction						803,949.56
Engineering Design (Bidding and CPS)			%	1.00	9.000%	65,317.50
Design Survey			LS	1.00	15,000.00	15,000.00
Geotechnical Investigation			LS	1.00	-	-
Environmental Documentation			LS	1.00	2,500.00	2,500.00
Right-of-Way Survey			LS	1.00	-	-
Right-of-Way Mapping			LS	1.00	-	-
Subtotal Engineering						82,817.50
NMGRT (Albuquerque, City)			%	1.00	7.8750%	6,521.88
Total Engineering						89,339.38
Construction Observation			DAYS	60.00	680.00	29,142.86
Observation Support			LS	1.00	12,510.00	12,510.00
Construction Materials Testing			LS	1.00	15,000.00	15,000.00
Subtotal Construction Engineering						56,652.86
NMGRT (Albuquerque, City)			%	1.00	7.8750%	4,461.41
Total Construction Engineering						61,114.27
Summary:						
Construction						803,949.56
Design Engineering						89,339.38
Construction Engineering						61,114.27

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	ESTIM. QUANT.	UNIT PRICE	AMOUNT
		Total Project				954,403.21

FAA	894,753.01
Lea County	29,825.10
NMDOT-AD	29,825.10

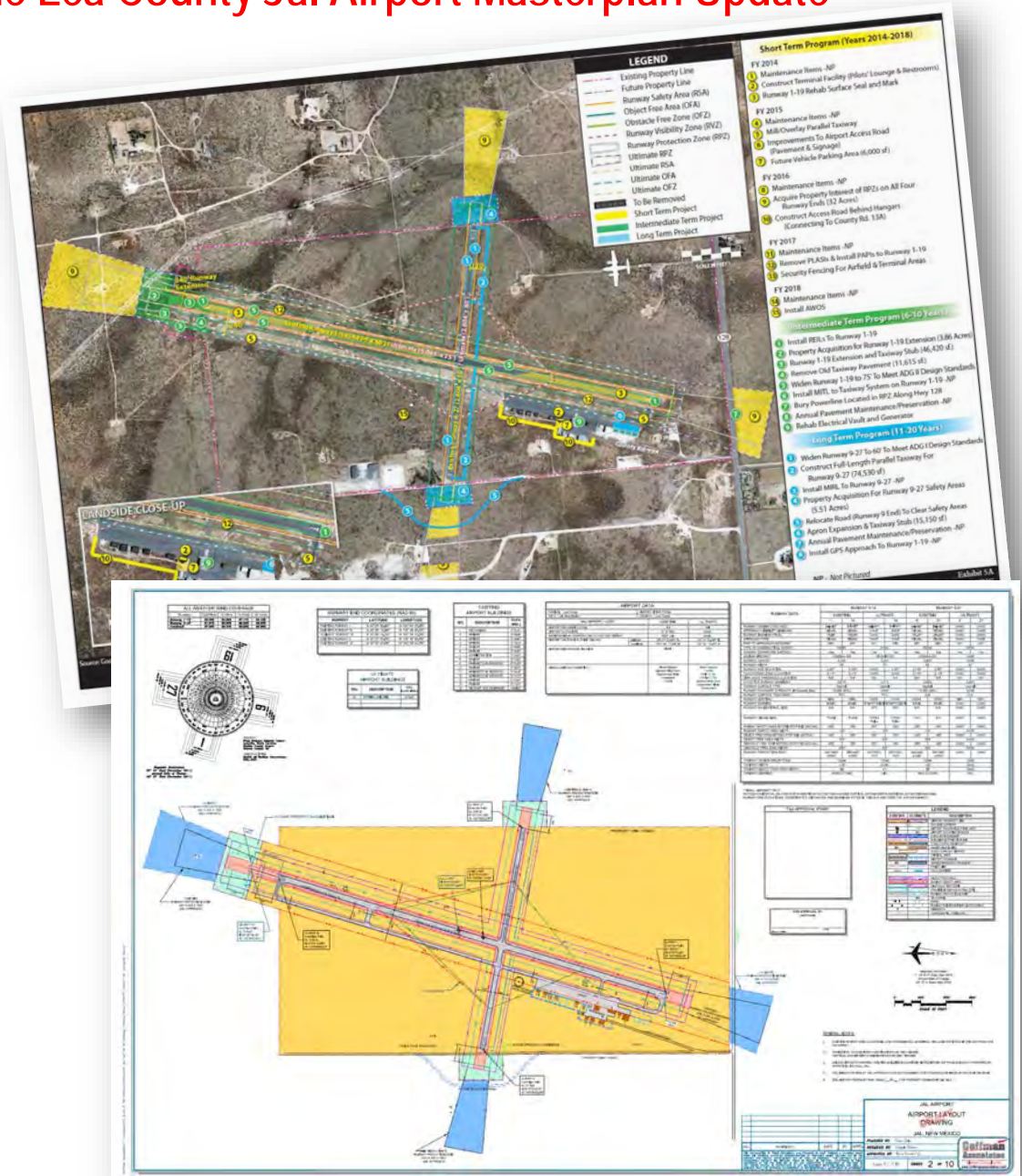
Notes	
For CIP 2021	
Design	89,339.38
Small Scale	95,000.00
	184,339.38
For CIP 2022	
Construction and all the rest	770,063.83



Consideration of Lea County Resolution No. 21-JUL-153R Authorizing a Grant Application Between Lea County and the Federal Aviation Administration (FAA) for the Lea County Jal Airport Masterplan Update

The objective of this effort is to update the Jal Airport (the Airport) Airport Layout Plan (ALP) drawing set and provide a Focused Narrative Report supporting the proposed changes and/or revisions to the ALP.

Total Cost of AMP update: \$ 95,903
FAA Grant: \$ 86,313
NMDOT Grant: \$ 4,795
Lea County: \$ 4,795





**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net
& cc the Executive Coordinator ssout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 07/06/2021	SUBMITTED BY Name, Title, Dept: Corey Needham, ACM	
SUBJECT: FAA Grant Application - Lea County Jal Airport Master Plan Update	ATTACHMENT(S): FAA Grant Application - Lea County Jal Airport Master Plan Update	
NO. OF ORIGINALS FOR SIGNATURE: 1	ACTION REQUESTED: Action Item	
BUDGET LINE ITEM NUMBER: 456-18-4104	FISCAL BUDGET YEAR: FY 21/22	
STRATEGIC PLAN Implementation of 5 Year Strategic Plan: 3. Airports that are maintained and improved with new facilities (goal: increase capacity for changing commercial aircraft)		
SUMMARY: The objective of this effort is to update the Jal Airport (the Airport) Airport Layout Plan (ALP) drawing set and provide a Focused Narrative Report supporting the proposed changes and/or revisions to the ALP. Total Cost of AMP update: \$95,903 FAA Grant: \$86,313 NMDOT Grant: \$ 4,795 Lea County: \$ 4,795		
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____ <small>If checked, how many:</small>	See Additional Summary Attached <input type="checkbox"/>	
SUBMITTER'S RECOMMENDATION(S): Approval	Submitter's Signature Department Director, Etc. Corey Needham <small>Digitally signed by Corey Needham Date: 2021.07.01 14:19:22 -0600</small>	
FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be expenditures of \$95,903. \$91,108 will be paid for by FAA and State grant funds. Lea County will fund the remaining \$4,795 of the project. Funds are budgeted and available in 456-18-4104.	Reviewed by Finance Director Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2021.07.06 15:21:26 -0600</small>	
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney	
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda <i>Michael P. Gallagher II</i> <small>Digitally signed by Michael P. Gallagher II Date: 2021.07.21 21:57:06 -0600</small>	
Item No. <u>0219</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN		
Approved: _____ Resolution No. <u>21-JUL-153R</u> Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____	Other: _____ Ordinance No. _____ Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-153R

A RESOLUTION AUTHORIZING A GRANT APPLICATION BETWEEN LEA COUNTY AND THE
FEDERAL AVIATION ADMINISTRATION (FAA) FOR THE LEA COUNTY JAL AIRPORT
MASTERPLAN UPDATE

WHEREAS, Lea County Jal Airport plays an important role within the Lea County transportation system for economic development, connectivity, and emergency services; *and*

WHEREAS, Lea County is committed to the continued maintenance and improvement of its airport facilities; *and*

WHEREAS, Lea County wishes apply for a grant with the FAA to fund a minimum of 90% of the cost of the Jal Airport Master Plan Update.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that FAA grant application for Jal Airport Master Plan Update is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

PASSED, APPROVED AND ADOPTED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

Lea County Jal Municipal (E26)

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

3-35-0023-013-2021

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

Lea County Jal Municipal Airport

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

85-6000226

*** c. Organizational DUNS:**

0104853080000

d. Address:

*** Street1:**

100 N. Main Street

Street2:

*** City:**

Lovington

County/Parish:

Lea

*** State:**

NM: New Mexico

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

88260

e. Organizational Unit:

Department Name:

Airports

Division Name:

Airports

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

*** First Name:**

Corey

Middle Name:

*** Last Name:**

Needham

Suffix:

PE

Title:

Assistant County Manager of Operations

Organizational Affiliation:

*** Telephone Number:**

575-605-6587

Fax Number:

575-392-6904

*** Email:**

cneedham@leacounty.net

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

DOT/FAA Southwest Region, Fort Worth, TX 76177

11. Catalog of Federal Domestic Assistance Number:

20-106

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

N/A

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Lea County Jal Municipal Airport: Airport Master Plan Update

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

2

* b. Program/Project

2

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

06/01/2021

* b. End Date:

11/01/2021

18. Estimated Funding (\$):

* a. Federal	86,313.00
* b. Applicant	4,795.00
* c. State	4,795.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	95,903.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

Mr.

* First Name:

Corey

Middle Name:

* Last Name:

Needham

Suffix:

PE

* Title:

Assistant County Manager of Operations

* Telephone Number:

575-605-3497

Fax Number:

575-605-3497

* Email:

cneedham@leacounty.net

* Signature of Authorized Representative:

* Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to	% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The County has land use zoning.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes, an ODO was submitted for the project and the project was listed on the airport CIP.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes, fair consideration has been given to the interest of the community

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

The County will notify any users who could potentially be affected by the project

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Not applicable.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Not applicable.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Not applicable.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Not applicable.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Not applicable.

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			95,903
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 95,903
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			95,903
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 95,903
19. Federal Share requested of Line 18			86,313
20. Grantee share			4,795
21. Other shares			4,795
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 95,903

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	4,795
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 4,795
25. Other Shares	Amount
a. State	4,795
b. Other	
c. TOTAL - Other Shares	\$ 4,795
26. TOTAL NON-FEDERAL FINANCING	\$ 9,590

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Airport Master Plan Update

AIRPORT: Lea County Jal Municipal Airport

1. Objective:

The Airport Master Plan was completed in 2015. Since that time, nearly all of the capital improvements that were outlined have been completed. In addition, several new buildings, hangars and an access road have been construction. This Action Plan will act as a supplement to that Master Plan by updating the master plan data accordingly. This will include an update to the airport layout plan. Special focus on the Exhibit A, airport property map which will be very essential for future Section 163 decisions.

2. Benefits Anticipated:

Updated Airport Layout Plan and a new capital improvement program.

3. Approach: (See approved Scope of Work in Final Application)

The existing engineering services agreement will be used to contract for the work. The existing Airport Master Plan will be reviewed and meeting will be conducted with Lea County staff to outline the changes. A new Capital Improvement Program will be developed.

4. Geographic Location:

The Lea County Jal Municipal Airport is located two miles east of the City of Jal, New Mexico in Lea County.

5. If Applicable, Provide Additional Information:

This project was derived and prioritized based on the 2014 Airport Master Plan.

6. Sponsor's Representative: (include address & telephone number)

Corey Needham, PE
Assistant County Manager of Operations
100 N. Main, Lovington, NM 88260 575-605-6567

SOUTHWEST REGION, DOT FAA
SUPPLEMENT TO PREAPPLICATION FOR FEDERAL ASSISTANCE

DATED: March 18, 2021

SUBMITTED BY: Lea County

TO IMPROVE: Lea County Zip Franklin Memorial Airport

DESCRIPTION OF WORK TO BE ACCOMPLISHED (list by principal work item) (Use nearest dollar)					
ITEM OF WORK A		TOTAL ESTIMATED COST	SPONSOR'S FUNDS	FAA FUNDS REQUESTED	ESTIMATED DATE WORK WOULD COMMENCE
NO.	DESCRIPTION	B	C	D	E
1	Jal M. Airport Master Plan Update	\$95,903	\$9,590	\$86,313	June,1 2021
TOTALS		\$95,903	\$9,590	\$86,313	

SPONSORS BUDGET ANALYSIS

LOCATION	Jal Municipal
AIP PROJECT NUMBER	3-35-0023-013-2021

LAND ACQUISITION	-
CONSTRUCTION	
ENGINEERING	\$ 95,903
ADMINISTRATIVE (DBE)	
INSPECTION	-
TESTING	-
EQUIPMENT	-
OTHER (SPECIFY)	-
TOTAL	\$ 95,903

REMARKS:

Update Airport Master Plan w/new ALP and Action Plan

All costs include applicable NMGR T Rates

PROJECT COSTS:	\$	95,903
FAA share (90%)	\$	86,313
STATE share (5%)	\$	4,795
SPONSOR share (5%)	\$	4,795

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

Lea County

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: Mr. * First Name: Corey Middle Name:
* Last Name: Needham Suffix: PE
* Title: Assistant County Manager

* SIGNATURE:

* DATE:

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: Lea County

Airport: Lea County Jal Municipal

Project Number: 3-35-0023-013-2021

Description of Work: Lea County Jal Municipa Airport Master Plan Update

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☐ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of 2021 , .

Name of Sponsor: Lea County

Name of Sponsor's Authorized Official: Corey Needham, PE

Title of Sponsor's Authorized Official: Assistant County Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Lea County

Airport: Lea County Jal Municipal Airport (E26)

Project Number: 3-35-0023-013-2021

Description of Work: Lea County Jal Municipal Airport Master Plan Update

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure ~~or will ensure~~ full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded ~~or will exclude~~ any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes ~~or will describe~~ specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized ~~or will publicize~~ a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
6. Sponsor has based ~~or will base~~ selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
7. Sponsor has verified ~~or will verify~~ that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to ~~or will agree to~~:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated ~~or will negotiate~~ a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies ~~or will identify~~ costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared ~~or will prepare~~ a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated ~~or will incorporate~~ mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established ~~or will establish~~:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using ~~or will not use~~ the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of 2021 , .

Name of Sponsor: Lea County

Name of Sponsor's Authorized Official: Corey Needham, PE

Title of Sponsor's Authorized Official: Assistant County Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Lea County

Airport: Lea County Jal Municipal Airport

Project Number: 3-35-0023-013-2021

Description of Work: Airport Master Plan Update

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been ~~or will be~~ published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been ~~or will be~~ established prior to commencement of project to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The sponsor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been ~~or will be~~ given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been ~~or will be~~ notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☐ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Jal Municipal Airport

Address: Jal, NM

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of 2021 , .

Name of Sponsor: Lea County

Name of Sponsor's Authorized Official: Corey Needham, PE

Title of Sponsor's Authorized Official: Assistant County Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Lea County

Airport: Lea County Jal Municipal

Project Number: 3-35-0023-013--2021

Description of Work: Lea County Jal Municipal Airport Master Plan Update

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is ~~or will be~~ in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are ~~or will be~~ engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- ☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included ~~or will include~~ clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- ☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented ~~or will implement~~ monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was ~~or will be~~:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested ~~or will request~~ FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☒ Yes ☐ No ☐ N/A
7. For construction and equipment installation projects, the bid solicitation includes ~~or will include~~ the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

8. Concurrence was ~~or will be~~ obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain ~~or will contain~~ provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain ~~or will contain~~ the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain ~~or will contain~~ a contract provision that discourages distracted driving (E.O. 13513).

☒ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain ~~or will contain~~ the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place ~~or will be in place~~ (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include ~~or will include~~ provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2021 .

Name of Sponsor: Lea County

Name of Sponsor's Authorized Official: Corey Needham, PE

Title of Sponsor's Authorized Official: Assistant County Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Lea County

Airport: Lea County Jal Municipal (E26)

Project Number: 3-35-0023-013-2021

Description of Work: Lea County Jal Municipal Airport Master Plan Update

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were ~~or will be~~ determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were ~~or will be~~ kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were ~~or will be~~ performed and documented. (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A

4. Sponsor has taken ~~or will take~~ appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied ~~or will be applied~~ in computing final payments with a summary made available to the FAA (AC 150/5370-10).
☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, ~~or will promptly notify~~ the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were ~~or will be~~ submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were ~~or will be~~ made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was ~~or will be~~ conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was ~~or will be accomplished~~ without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied ~~or will comply~~ with the seismic construction requirements of 49 CFR § 41.120.

☒ Yes ☐ No ☐ N/A

12. For development projects, sponsor has taken ~~or will take~~ the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor ~~has revised or~~ will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2021 .

Name of Sponsor: Lea County

Name of Sponsor's Authorized Official: Corey Needham, PE

Title of Sponsor's Authorized Official: Assistant County Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

Lea County

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: Mr.

* First Name: Corey

Middle Name:

* Last Name: Needham

Suffix: PE

* Title: Assistant County Manager

* SIGNATURE:

* DATE:

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Lea County

Airport: Lea County Jal Municipal (E26)

Project Number: 3-35-0023-013-2021

Description of Work: Lea County Jal Municipal Airport Master Plan Update

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications ~~were or~~ will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☒ Yes ☐ No ☐ N/A
2. Specifications ~~incorporate or~~ will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding ~~have been or~~ will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☒ Yes ☐ No ☐ N/A
5. The specification ~~does not use or~~ will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
6. The specification ~~does not impose or~~ will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products ~~include or~~ will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates ~~include or~~ will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☒ Yes ☐ No ☐ N/A
9. Concurrence ~~was or~~ will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☒ Yes ☐ No ☐ N/A
10. The plans and specifications ~~incorporate or~~ will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☐ Yes ☐ No ☒ N/A
12. The project specification ~~include or~~ will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor ~~has or~~ will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions ~~has been or~~ will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project ~~was or~~ will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2021 .

Name of Sponsor: Lea County

Name of Sponsor's Authorized Official: Corey Needham, PE

Title of Sponsor's Authorized Official: Assistant County Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor: Lea County

Airport: Lea County Jal Municipal (E26)

Project Number: 3-35-0023-013-2021

Description of Work: Lea County Jal Municipal Airport Master Plan Update

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has ~~or will have~~ good and sufficient title as well as title evidence on property in the project.
☐ Yes ☐ No ☒ N/A
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been ~~or will be~~ extinguished, modified, or subordinated.
☐ Yes ☐ No ☒ N/A
3. If property for airport development is or will be leased, the following conditions have been met:
 - a. The term is for 20 years or the useful life of the project;
 - b. The lessor is a public agency; and
 - c. The lease contains no provisions that prevent full compliance with the grant agreement.☐ Yes ☐ No ☒ N/A

4. Property in the project is ~~or will be~~ in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.
- ☐ Yes ☐ No ☒ N/A
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was ~~or will be~~ obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
- ☐ Yes ☐ No ☒ N/A
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was ~~or will be~~ obtained for the following:
- a. The right of flight;
 - b. The right of ingress and egress to remove obstructions; and
 - c. The right to restrict the establishment of future obstructions.
- ☐ Yes ☐ No ☒ N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include ~~or will include~~ the following:
- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
 - b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.
- ☐ Yes ☐ No ☒ N/A
8. Each appraisal has been ~~or will be~~ reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.
- ☐ Yes ☐ No ☒ N/A
9. A written offer to acquire each parcel was ~~or will be~~ presented to the property owner for not less than the approved amount of just compensation.
- ☐ Yes ☐ No ☒ N/A
10. Effort was ~~or will be~~ made to acquire each property through the following negotiation procedures:
- a. No coercive action to induce agreement; and
 - b. Supporting documents for settlements included in the project files.
- ☐ Yes ☐ No ☒ N/A

11. If a negotiated settlement is not reached, the following procedures were ~~or will be~~ used:
- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and
 - b. Supporting documents for awards included in the project files.

☐ Yes ☐ No ☒ N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was ~~or will be~~ established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

☐ Yes ☐ No ☒ N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were ~~or will be~~ provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

☐ Yes ☐ No ☒ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2021 .

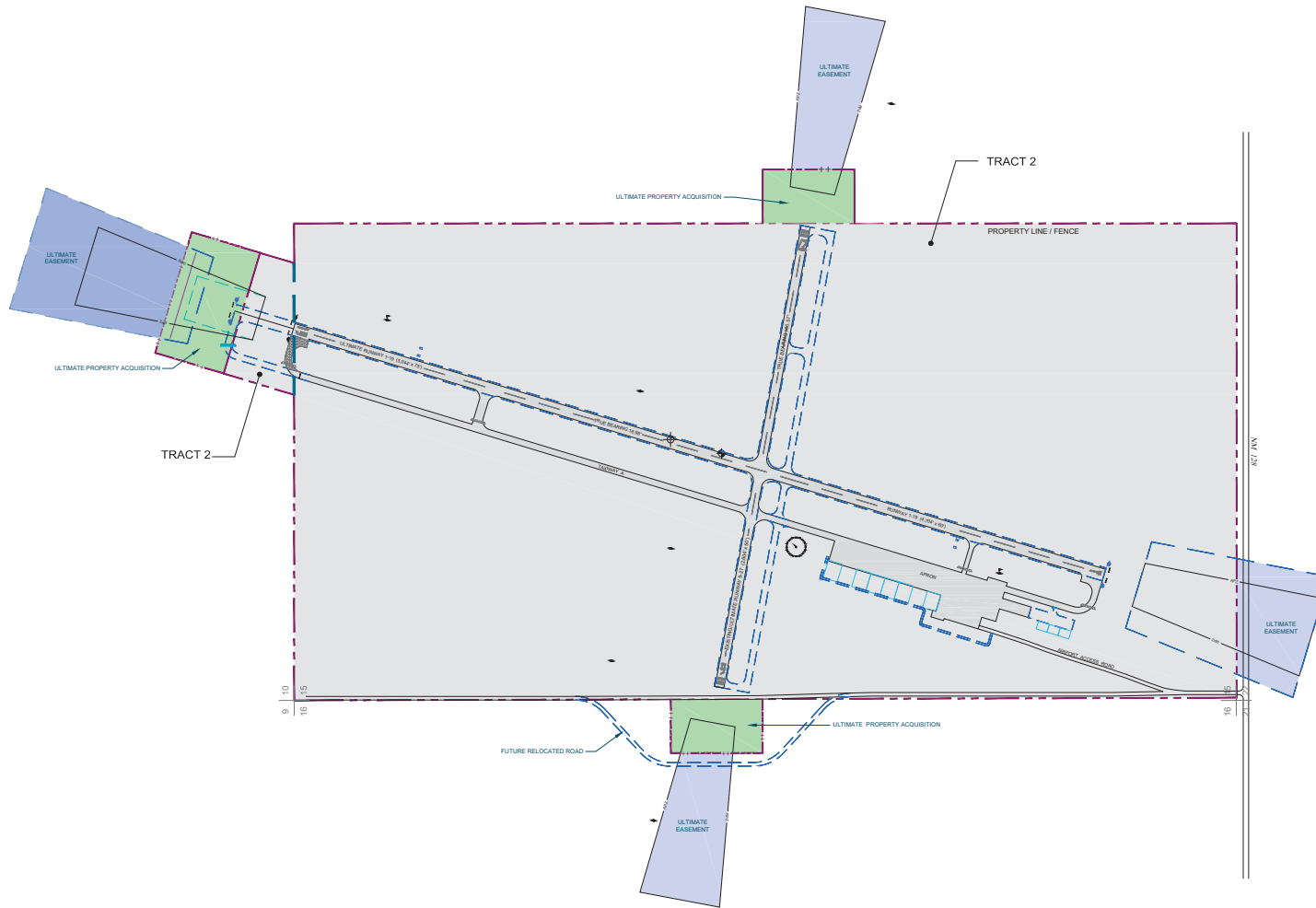
Name of Sponsor: Lea County

Name of Sponsor's Authorized Official: Corey Needham, PE

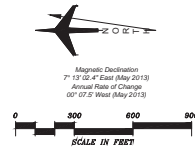
Title of Sponsor's Authorized Official: Assistant County Manager

Signature of Sponsor's Designated Official Representative: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



PROPERTY LEGEND	
	Ultimate Property Line
	Existing Property Line
	Existing Airport Property
	Parcel Boundary Line
	Ultimate Airport Easement
	Ultimate Airport Property



GENERAL NOTES:

1. UNLESS NOTED OTHERWISE, EXISTING AIRPORT PROPERTY DATA FROM THE LEA COUNTY NEW MEXICO ADDRESSING & MAPPING DEPARTMENT.
2. NO SUPPORTING RECORDS AVAILABLE FOR EXISTING AIRPORT EASEMENT.
3. HORIZONTAL DATUM: NORTH AMERICAN DATUM 1983 - NAD83. VERTICAL DATUM: NORTH AMERICAN DATUM 1988 - NAVD88.
4. NO PACS OR SACS PUBLISHED FOR LEA COUNTY JAL AIRPORT.
5. MAGNETIC DECLINATION FROM NOAA NATIONAL GEOPHYSICAL DATA CENTER.

EXISTING PROPERTY DATA						
DESIGNATION	ACREAGE	ACQUISITION	UPC #	DATE ACQUIRED	BOOK, PAGE	REMARKS
1	320.001s	ANNEXATION	4000517720001		BOOK, PAGE 0	
2	5.02s	ANNEXATION	4000751170001		ANNEXATION	
3	46.67s		4220108237561		NOT AVAILABLE	

REVISIONS				
No.	REVISIONS	DATE	BY	APPROVED

JAL AIRPORT
AIRPORT PROPERTY MAP
JAL, NEW MEXICO

PLANNED BY: Matt R. Quack
DESIGNED BY: Miquel P. Quack
APPROVED BY: Steven G. Brown
April 2014

SHEET 10 OF 10

Coffman Associates
Airport Consultants
www.coffmanassociates.com



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-133, Real Property Acquisition – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has ~~or will have~~ good and sufficient title as well as title evidence on property in the project.

YesNoN/A

2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been ~~or will be~~ extinguished, modified, or subordinated.

YesNoN/A

3. If property for airport development is or will be leased, the following conditions have been met:
 - a. The term is for 20 years or the useful life of the project;
 - b. The lessor is a public agency; and
 - c. The lease contains no provisions that prevent full compliance with the grant agreement.

YesNoN/A

4. Property in the project is ~~or will be~~ in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.

Yes No N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was ~~or will be~~ obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.

Yes No N/A

6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was ~~or will be~~ obtained for the following:

- a. The right of flight;
- b. The right of ingress and egress to remove obstructions; and
- c. The right to restrict the establishment of future obstructions.

Yes No N/A

7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include ~~or will include~~ the following:

- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
- b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.

Yes No N/A

8. Each appraisal has been ~~or will be~~ reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.

Yes No N/A

9. A written offer to acquire each parcel was ~~or will be~~ presented to the property owner for not less than the approved amount of just compensation.

Yes No N/A

10. Effort was ~~or will be~~ made to acquire each property through the following negotiation procedures:

- a. No coercive action to induce agreement; and
- b. Supporting documents for settlements included in the project files.

Yes No N/A

11. If a negotiated settlement is not reached, the following procedures were ~~or will be~~ used:

- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and
- b. Supporting documents for awards included in the project files.

Yes No N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was ~~or will be~~ established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

Yes No N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were ~~or will be~~ provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Designated Official Representative: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



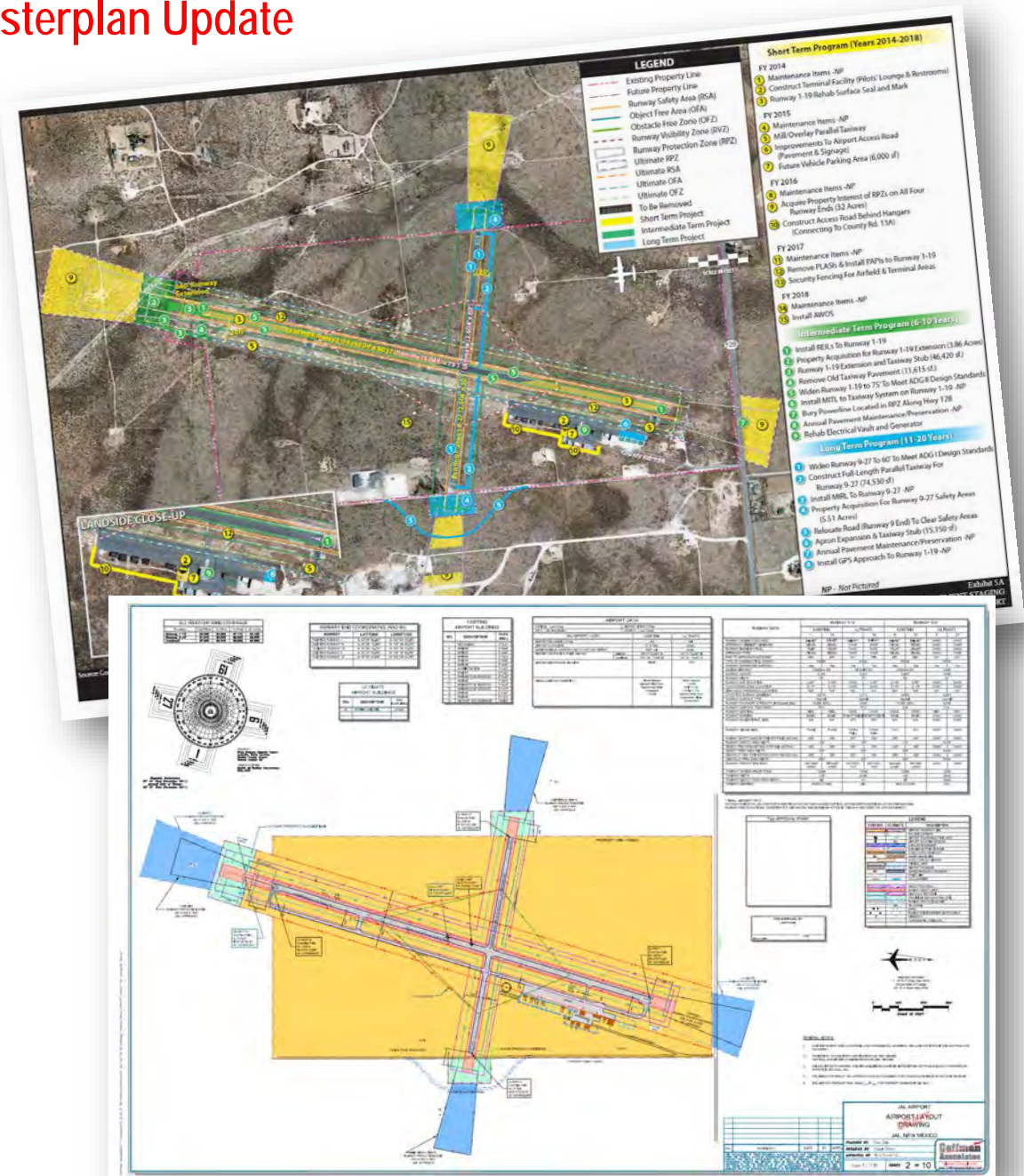
Consideration of Lea County Resolution No. 21-JUL-154R Approving Task Order 2019-13 Between Lea County and Molzen-Corbin for the Lea County Jal Airport Masterplan Update

The Airport Master Plan update and report will focus on the facility changes and development direction of the Jal Airport that has occurred since the preparation of the 2015 master plan and subsequent ALP update approved by the Federal Aviation Administration in May 2015.

The Focused Narrative Report will include basic aeronautical forecasts; the identification of future facility needs; recommended development concept and basis for proposed items; and capital improvement program (CIP) project scheduling and costs for a five-year planning horizon.

Molzen Corbin and Coffman and Associates will perform all necessary tasks.

Task Order 2019-13: \$95,903.03





**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator ssout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 07/01/2021	SUBMITTED BY Name, Title, Dept: Corey Needham, ACM	
SUBJECT: Molzen-Corbin Task Order 2019-13 Lea County Jal Airport Master Plan Update	ATTACHMENT(S): Task Order 2019-13	
NO. OF ORIGINALS FOR SIGNATURE: 1	ACTION REQUESTED: Action Item	
BUDGET LINE ITEM NUMBER: 456-18-4104	FISCAL BUDGET YEAR: FY 21/22	
STRATEGIC PLAN Implementation of 5 Year Strategic Plan: 3. Airports that are maintained and improved with new facilities (goal: increase capacity for changing commercial aircraft)		
SUMMARY: <p>The objective of this effort is to update the Jal Airport (the Airport) Airport Layout Plan (ALP) drawing set and provide a Focused Narrative Report supporting the proposed changes and/or revisions to the ALP. The Narrative Report will focus on the facility changes and development direction of the Airport that has occurred since the preparation of the 2015 master plan and subsequent ALP update approved by the Federal Aviation Administration in May 2015.</p> <p>The Focused Narrative Report will include basic aeronautical forecasts; the identification of future facility needs; recommended development concept and basis for proposed items; and capital improvement program (CIP) project scheduling and costs for a five-year planning horizon.</p>		
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____ <small>If checked, how many:</small>	See Additional Summary Attached <input type="checkbox"/>	
SUBMITTER'S RECOMMENDATION(S): Approval	Submitter's Signature Department Director, Etc. Corey Needham <small>Digitally signed by Corey Needham Date: 2021.07.01 14:19:22 -05'00'</small>	
FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be expenditures from the Jal Airport Fund of \$95,903.03. Funds are budgeted and available in 456-18-4104.	Reviewed by Finance Director Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2021.07.07 09:06:46 -05'00'</small>	
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney	
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda <small>Digitally signed by Michael P. Gallagher II Date: 2021.07.21 22:11:51 -05'00'</small>	
Item No. <u>0220</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN		
Approved: _____ Resolution No. <u>21-JUL-154R</u> Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____	Other: _____ Ordinance No. _____ Comments: _____

Summary Form Continued...

The Focused Narrative Report and the updated ALP drawing set will also reflect new policies and development direction provided by Lea County (the Sponsor).

The Consultant (Coffman Associates), in association with the Airport's on-call engineer (Molzen Corbin) will prepare the Focused Narrative Report and the ALP drawing set in accordance with Federal Aviation Administration (FAA) requirements, including Advisory Circular (AC) 150/5070-6B, *Airport Master Plans* (as amended), AC 150/5300-13A, *Airport Design* (as amended), and guidelines for the preparation of an Airport Layout Plan as defined by the FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans* (October 1, 2013).

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-154R

A RESOLUTION APPROVING TASK ORDER 2019-13 BETWEEN LEA COUNTY AND MOLZEN-CORBIN FOR THE LEA COUNTY JAL AIRPORT MASTERPLAN UPDATE

WHEREAS, Lea County Jal Airport plays an important role within the Lea County transportation system for economic development, connectivity, and emergency services; *and*

WHEREAS, Lea County is committed to the continued maintenance and improvement of its airport facilities; *and*

WHEREAS, Lea County wishes to contract with Molzen Corbin Engineering through our multi-services contract to complete an Airport Master Plan Update to aid in planning and funding future airport projects.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that Task Order 2019-13 Jal Airport Master Plan Update is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

PASSED AND APPROVED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney

**TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN CORBIN (ENGINEER)
AND LEA COUNTY (OWNER), DATED June 13, 2019.**

TASK ORDER NO. 2019-13

TASK TITLE: Lea County Jal Municipal Airport Airport Master Plan Update

The Owner directs the Engineer/Architect to provide services as described below:

Update Airport Layout Plan Drawing Set and provide Narrative Report. Detail Scope in attachments.

The Engineer/Architect estimates the period of performance to be as follows:

Services to be rendered within 90 days after receipt of written notice to proceed from Airport Manager. The intent is to have Task Order executed and grant application submitted by April, 2021. Anticipated project completion date is April, 2022.

The Engineer/Architect will be paid on a lump sum basis, as stated as based upon the following estimates the level of effort as follows:

Manhours: (specify estimated manhours per position and billing rate)

Manhour & Fee Estimate:

<u>Senior Civil Engineer</u>	<u>33</u> Hrs. \$ <u>195.00</u> /hr = <u>6,435.00</u>
<u>Engineering Intern I</u>	<u>28</u> Hrs. \$ <u>95.00</u> /hr = <u>2,660.00</u>
<u>Engineering Design Specialist</u>	<u>6</u> Hrs. \$ <u>120.00</u> /hr = <u>720.00</u>
<u>Aerial (Harcrow Surveying</u>	<u>1</u> LS \$ <u>4,000</u> = <u>4,000.00</u>
<u>Airport Planning (Coffman Associates)</u>	<u>1</u> LS \$ <u>74,996</u> = <u>74,996.00</u>

Subconsultants and Other Reimbursable Expenses:

<u>Copies 100 @ \$0.11</u>	<u>11.00</u>
<u>Color Copies 10 @ \$1.00</u>	<u>10.00</u>
<u>11X17 Color Copies 10 @ \$2.00</u>	<u>20.00</u>
<u>Commercial Copy 0 @ \$0.06</u>	<u>0.00</u>
<u>Commemrcial Prints 0 @ \$1.02</u>	<u>0.00</u>
<u>Mileage 0 @ \$0.545</u>	<u>0.00</u>
<u>Lodging, \$89/night at 0 nights</u>	<u>0.00</u>
<u>Meals, 0 @ \$51</u>	<u>0.00</u>
<u>Postage</u>	<u>50.00</u>
<u>Supplies</u>	<u>0.00</u>

SUBTOTAL	<u>88,902.00</u>
NMGRT @ <u>7.8750</u> %	<u>7,001.03</u>
ESTIMATED TASK ORDER TOTAL	\$ <u>95,903.03</u>

Proposed by ENGINEER

Recommended By

Approved by COUNTY

Date 03/09/2021

Date _____

Date _____

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Department	Project	P.O. No.	Account Number
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For Client Use Only

MOLZENCORBIN**PROJECT INFORMATION SHEET****Jal Airport AMP Update****Lea County****Kent freier**

	3/1/2021

Is this a new budget or a revision?	
	New
If revision give number of revision	
Project Number Assigned: (If revision, enter number here)	

CLIENT INFORMATION

Client Name	Lea County			
Client Contact Name	Corey Needham			
Client Email Address (ONLY IF NEW CLIENT)				
Client Address (ONLY IF NEW CLIENT)				
Client City, State and Zip (ONLY IF NEW CLIENT)				
Client Phone Number (ONLY IF NEW CLIENT)				

PROJECT INFORMATION

Start Date:	05/01/21		Approx. End Date:	12/31/21	
Project Description:	Revise ALP and provide ALP Narrative for the AMP Update				
Customer Needs:	Updated ALP and CIP				
Funding Agency:	FAA		Funding Agency No.:		
AGREEMENT INFORMATION					
Type of Agreement:	Lump Sum		Calculated Contract Amount	\$88,902.00	
If Multiplier, give multiplier:					

CIVIL MANHOUR ESTIMATE
Jal Airport AMP Update
Lea County
Kent freier

MOLZENCORBIN

No.	Project Task	CIVIL									Departmental Totals	ADMINISTRATION				ADMIN. Totals	Grand Totals
		Principal Engineer	Senior Engineer	Professional Engineer	Engineering Intern II	Engineering Intern I	Senior Design Specialist	Engineering Design Specialist	Design Technician	Associate Design Technician		ADMIN - Aide 2	ADMIN - Support	ADMIN - Grants Tech. Administrator	ADMIN - Computer Tech.		
I.	Narrative Report																
1	Inventory Airport and Environs		2.00								2.00					0.00	2.00
2	Obtain Available Aerial Photography and Topographic/Planimetric Mapping		2.00					2.00			4.00					0.00	4.00
3	Revalidate Aviation Demand Forecasts		1.00								1.00					0.00	1.00
4	Update Airfield and Landside Facility Requirements		2.00			4.00		2.00			8.00					0.00	8.00
5	Update the Airports Recommended Development Concept		4.00					2.00			6.00					0.00	6.00
6	Prepare the Capital Improvement Program		4.00			20.00					24.00					0.00	24.00
7	Prepare Focused Narrative Report (5 hard copies and PDF)		2.00								2.00					0.00	2.00
8	Coordination Meeting		4.00			4.00					8.00					0.00	8.00
9	Grants Administration		4.00								4.00					0.00	4.00
10											0.00					0.00	0.00
11	CADD Management										0.00					0.00	0.00
12	Project Management										0.00					0.00	0.00
13	Quality Assurance										0.00					0.00	0.00
Subtotal Hours Pre-Design/Study/Programming		0.00	25.00	0.00	0.00	28.00	0.00	6.00	0.00	0.00	59.00	0.00	0.00	0.00	0.00	0.00	59.00
Subtotal Fees Pre-Design/Study/Programming		\$0.00	\$4,875.00	\$0.00	\$0.00	\$2,660.00	\$0.00	\$720.00	\$0.00	\$0.00	\$8,255.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,255.00
II.	Airport Layout Plan Drawing Set																
1	Prepare Title Sheet, Data Sheet and ALP Drawing		1.00								1.00					0.00	1.00
2	Prepare Terminal Area Drawing		1.00								1.00					0.00	1.00
3	Prepare Part 77 Airspace Drawing										0.00					0.00	0.00
4	Prepare Approach Surface Drawings										0.00					0.00	0.00
5	Prepare Land Use Drawing										0.00					0.00	0.00
6	Prepare Departure Surface Drawings										0.00					0.00	0.00
7	Prepare Airport Property Map		2.00								2.00					0.00	2.00
8	Prepare Draft ALP Drawing Set (5 Copies)										0.00					0.00	0.00
9	Prepare Final Drawing Set (5 Copies)										0.00					0.00	0.00
10	Grants Administration		4.00								4.00					0.00	4.00
11											0.00					0.00	0.00
12	CADD Management										0.00					0.00	0.00
13	Project Management										0.00					0.00	0.00
14	Quality Assurance										0.00					0.00	0.00
Subtotal Hours Preliminary Design/Schematics (30%)		0.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00	0.00	0.00	0.00	0.00	0.00	8.00
Subtotal Fees Preliminary Design/Schematics (30%)		\$0.00	\$1,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,560.00
III.	N/A																
1											0.00					0.00	0.00
2											0.00					0.00	0.00
3	CADD Management										0.00					0.00	0.00
4	Project Management										0.00					0.00	0.00
5	Quality Assurance										0.00					0.00	0.00
Subtotal Hours Design Development (60%)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Fees Design Development (60%)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
IV.	N/A																
1											0.00					0.00	0.00
2											0.00					0.00	0.00
3	CADD Management										0.00					0.00	0.00
4	Project Management										0.00					0.00	0.00
5	Quality Assurance										0.00					0.00	0.00
Subtotal Hours Construction Documents (90%)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Fees Construction Documents (90%)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
V.	N/A																
1											0.00					0.00	0.00
2											0.00					0.00	0.00
3	CADD Management										0.00					0.00	0.00
4	Project Management										0.00					0.00	0.00
5	Quality Assurance										0.00					0.00	0.00
Subtotal Hours Final Design (100%)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

		CIVIL									ADMINISTRATION						
No.	Project Task	Principal Engineer	Senior Engineer	Professional Engineer	Engineering Intern II	Engineering Intern I	Senior Design Specialist	Engineering Design Specialist	Design Technician	Associate Design Technician	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	ADMIN - Grants Tech. Administrator	ADMIN - Computer Tech.	ADMIN. Totals	Grand Totals
Subtotal Fees Final Design (100%)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
VI.	N/A																
1											0.00					0.00	0.00
2											0.00					0.00	0.00
3	Project Management										0.00					0.00	0.00
4	Quality Assurance										0.00					0.00	0.00
Subtotal Hours Bidding/Award		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Fees Bidding/Award		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
VII.	N/A																
1											0.00					0.00	0.00
2											0.00					0.00	0.00
3	Project Management										0.00					0.00	0.00
4	Quality Assurance										0.00					0.00	0.00
Subtotal Hours Construction Admin. Services		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Fees Construction Admin. Services		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
VIII.	N/A																
1											0.00					0.00	0.00
2											0.00					0.00	0.00
3	Project Management										0.00					0.00	0.00
4	Quality Assurance										0.00					0.00	0.00
Subtotal Hours Closeout		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Fees Closeout		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Labor Hours		0.00	33.00	0.00	0.00	28.00	0.00	6.00	0.00	0.00	67.00	0.00	0.00	0.00	0.00	0.00	67.00
Standard Billing Rate or Fee		\$215.00	\$195.00	\$130.00	\$105.00	\$95.00	\$140.00	\$120.00	\$110.00	\$85.00		\$65.00	\$90.00	\$95.00	\$105.00		
Fee Dollars		\$0.00	\$6,435.00	\$0.00	\$0.00	\$2,660.00	\$0.00	\$720.00	\$0.00	\$0.00	\$9,815.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,815.00

Yes/No

Enter Budget using Phases

Breakdown of Hours by Phase and Department

Hours	Architectural Hours	Civil Hours	Electrical Hours	Mechanical Hours	Water Resources Hours	ADMIN. Hours	Total Hours
Pre-Design/Study/Programming	0.00	59.00	0.00	0.00	0.00	0.00	59.00
Preliminary Design/Schematics (30%)	0.00	8.00	0.00	0.00	0.00	0.00	8.00
Design Development (60%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Documents (90%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Final Design (100%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bidding/Award	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Admin. Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Closeout	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	67.00	0.00	0.00	0.00	0.00	67.00

Breakdown of Fees by Phase and Department

Cost	Architectural Fees	Civil Fees	Electrical Fees	Mechanical Fees	Water Resources Fees	ADMIN. Fees	Total Fees
Pre-Design/Study/Programming	\$0.00	\$8,255.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,255.00
Preliminary Design/Schematics (30%)	\$0.00	\$1,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,560.00
Design Development (60%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction Documents (90%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Final Design (100%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bidding/Award	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin. Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Closeout	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$9,815.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,815.00

TOTAL SUBS-BASIC FEE

\$78,996.00

TOTAL OTHER DIRECT EXPENSES

\$91.00

TOTAL BASIC FEE

\$88,902.00

MOLZENCORBIN

CONTRACT AMOUNT
Jal Airport AMP Update
Lea County

Kent freier

COST

CALCULATED
CONTRACT AMOUNT

BASIC FEE (Labor)

SUBTOTAL LABOR					\$9,815.00
-----------------------	--	--	--	--	------------

OTHER DIRECT SUBCONSULTANTS

	Sub Type	Phase		
Coffman Associates	Airport Planning		\$74,996.00	
Harcrow Surveying	Survey		\$4,000.00	

SUBTOTAL OTHER DIRECT SUBCONSULTANTS

Reimbursable Markup (if any)	0%		\$78,996.00	\$0.00
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SUBTOTAL OTHER DIRECT SUBCONSULTANTS

			\$78,996.00	\$78,996.00
--	--	--	-------------	-------------

OTHER DIRECT EXPENSES (ODE'S)

		Quantity		
In-House Copies	\$0.11	100.00	\$11.00	
In-House Color Copies (8 1/2 x 11)	\$1.00	10.00	\$10.00	
In-House Color Copies (11 x 17)	\$2.00	10.00	\$20.00	
In-House Large Format Plots	\$3.00		\$0.00	
Commercial Copies	\$0.06		\$0.00	
Commercial Prints	\$1.02		\$0.00	
Commercial Color Copies	\$1.50		\$0.00	
In-House or Commercial Mylars	\$10.50		\$0.00	
Mileage	\$0.580		\$0.00	
Commercial Travel				
Lodging-Per Diem (Verify With Accounting)	\$94.00		\$0.00	
Meals - Per Diem (per person /day) (Verify With Accounting)	\$55.00		\$0.00	
Photo				
Postage			\$50.00	
Supplies				

SUBTOTAL OTHER DIRECT EXPENSES

				\$91.00
--	--	--	--	---------

TOTAL BASIC FEE

				\$88,902.00
--	--	--	--	-------------

REIMBURSABLE SUBCONSULTANTS

		Phase		
Subconsultant Subtotal			\$0.00	\$0.00

Mark-up (if any)	10%			\$0.00
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Observation Total From Observation Contract Amount (Excluding GRT)				\$0.00
---	--	--	--	--------

In House Survey From Survey Contract Amount (Excluding GRT)				\$0.00
--	--	--	--	--------

SUBTOTAL ADDITIONAL SERVICES			\$0.00	\$0.00
-------------------------------------	--	--	--------	--------

REIMBURSABLES

		Quantity		
In-House Copies	\$0.11		\$0.00	
In-House Color Copies (8 1/2 x 11)	\$1.00		\$0.00	
In-House Color Copies (11 x 17)	\$2.00		\$0.00	
In-House Large Format Prints	\$3.00		\$0.00	
In-House Large Format Plots	\$3.00		\$0.00	
Commercial Copies	\$0.06		\$0.00	
Commercial Prints	\$1.02		\$0.00	
Commercial Color Copies	\$1.50		\$0.00	
In-House or Commercial Mylars	\$10.50		\$0.00	
Mileage	\$0.545		\$0.00	
Bidding Documents (Specs & Plans)				
Commercial Travel				
Lodging-Per Diem (per person/per day)	\$89.00		\$0.00	
Meals - Per Diem (per person /per day)	\$51.00		\$0.00	
Photo				
Postage				
Supplies/Misc.				

SUBTOTAL REIMBURSABLES

				\$0.00
--	--	--	--	--------

SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES

				\$88,902.00
--	--	--	--	-------------

NMGRT

				\$7,001.03
--	--	--	--	------------

TOTAL

				\$95,903.03
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7.8750% INFO ONLY LC 8.3125
 INFO ONLY Carlsbad 7.6458

EXHIBIT A
SCOPE OF SERVICES
FOCUSED NARRATIVE REPORT
AND
AIRPORT LAYOUT PLAN DRAWING SET UPDATE
FOR
LEA COUNTY – JAL AIRPORT
LEA COUNTY, NEW MEXICO

INTRODUCTION

The objective of this effort is to update the Jal Airport (the Airport) Airport Layout Plan (ALP) drawing set and provide a Focused Narrative Report supporting the proposed changes and/or revisions to the ALP. The Narrative Report will focus on the facility changes and development direction of the Airport that has occurred since the preparation of the 2015 master plan and subsequent ALP update approved by the Federal Aviation Administration in May 2015.

The Focused Narrative Report will include basic aeronautical forecasts; the identification of future facility needs; recommended development concept and basis for proposed items; and capital improvement program (CIP) project scheduling and costs for a five-year planning horizon. The Focused Narrative Report and the updated ALP drawing set will also reflect new policies and development direction provided by Lea County (the Sponsor).

The Consultant (Coffman Associates), in association with the Airport's on-call engineer (Molzen Corbin) will prepare the Focused Narrative Report and the ALP drawing set in accordance with Federal Aviation Administration (FAA) requirements, including Advisory Circular (AC) 150/5070-6B, *Airport Master Plans* (as amended), AC 150/5300-13A, *Airport Design* (as amended), and guidelines for the preparation of an Airport Layout Plan as defined by the FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans* (October 1, 2013).

ELEMENT 1 – FOCUSED NARRATIVE REPORT

Task 1.1 - Inventory Airport and Environs

Description: Perform complete inventory of airport facilities, land uses, and the surrounding environs. The inventory will include an examination of plans and documents as well as a thorough on-site inspection of facilities to determine its type, size, and use with specific emphasis on facilities that have changed since the preparation of the 2015 master plan. The work effort

will make maximum use of existing information available at the Airport and through Sponsor departments. The following relevant areas are included as a minimum:

Airfield: Record of pavement strengths and conditions (all runways, taxiways, and aprons); lighting and NAVAID systems.

Fixed Base Operator (FBO)/General Aviation (GA) Services Complex: Square footage of structures and use; fuel storage capacity (by fuel grade) and location of tanks.

Ancillary Facilities: Other businesses and support services on the Airport (define type of business and building size); aircraft rescue and firefighting (ARFF) and maintenance facilities and description of equipment.

Air Traffic Activity: Air traffic activity data for the Airport will be assembled and organized from various sources. Relevant data on general aviation (private and corporate) activity will be collected. Data will be obtained from Lea County, the FAA Regional and District Offices, NMDOT, and the FAA *Terminal Area Forecasts* (TAF). The assembled data will include historical operations and based aircraft by type.

Task 1.2 - Obtain Available Aerial Photography and Topographic/Planimetric Mapping

Description: Available digital color aerial photography and topographic/planimetric mapping (estimated one-foot contours) of the Airport and surrounding environs will be obtained from the Sponsor and/or Molzen Corbin for input into the Focused Narrative Report and ALP drawing set.

Task 1.3 - Revalidate Aviation Demand Forecasts

Description: Revalidate aviation demand forecasts prepared as part of the 2015 master plan using simple methodologies and taking into consideration forecasts from other sources such as the 2015 master plan, FAA TAF, and NMDOT. A final refinement of activity forecasts will be conducted to integrate the effects of changing technology and will result in estimates of aviation demand for the short term (5 Years), intermediate term (10 Years), and long term (20 Years), which will be presented as follows:

- a) Based aircraft totals and mix.
- b) Annual operations by type (local, itinerant).
- c) Current and future critical design aircraft (based on FAA AC 150/5000-17, *Critical Aircraft and Regular Use Determination*).

The revalidation of forecasts prepared in this task will be submitted to the FAA for review and approval.

Task 1.4 – Update Airfield and Landside Facility Requirements

Description: Update a list of facility requirements needed to meet demands for the Airport for existing, short-term, intermediate-term, and long-term timeframes based on the revalidated forecasts in Task 1.3, facility requirements identified in the 2015 master plan, and physical planning and safety design criteria associated with the critical design aircraft.

Facility requirements to meet aviation demand for the airfield will include (but not be limited to) runways, taxiways, lighting, navigational aids, and marking and signage. Landside facilities necessary to support the airfield and its related activity such as the general aviation terminal building, fuel/fuel farm, airport maintenance, hangars, automobile parking, and revenue support facilities will be developed under this task. These facility requirements will be compared to those that presently exist to identify the future development items needed to maintain adequate service, function, and operations of the Airport.

Task 1.5 - Update the Airport's Recommended Development Concept

Description: Based on the information developed in previous tasks, the 2015 master plan, and considering the input of the Sponsor, a single recommended development concept for the airport facilities will be updated. The recommendation for the most prudent and feasible development concept will become the basis for the development of airport plans and capital programming.

Task 1.6 – Prepare the Capital Improvement Program

Description: Based upon the previous evaluations and 2015 master plan, prepare a recommended five-year CIP based on safety, demand, and maintenance needs. Cost estimates for each project will be prepared to reflect the funds needed from federal and state grant-in-aid programs and to determine the net amount of capital funds required by the Sponsor to accomplish the proposed improvements for the Airport.

Task 1.7 - Prepare Focused Narrative Report

Description: A draft Focused Narrative Report will be prepared based on information included in the preceding tasks. An electronic draft copy (PDF format) of the report will be provided for the initial review by the Sponsor. Review comments and revisions received from the Sponsor will be incorporated as appropriate into a final Focused Narrative Report. Five (5) copies of the final Focused Narrative Report will be provided to the Sponsor along with an electronic copy (PDF format). It will be the responsibility of the Sponsor to coordinate the Narrative Report with the FAA and NMDOT.

Task 1.8 - Coordination Meeting

Description: One (1) coordination meeting is budgeted for the project. The meetings can be used for coordination with, or presentations to, the Sponsor, airport users, and/or FAA or other agencies as necessary. **It is anticipated that this coordination meeting will be held in**

conjunction with the coordination meeting associated with the Focused Narrative Report and ALP Update for Zip Franklin Memorial (Lovington) Airport.

ELEMENT 2 - AIRPORT LAYOUT PLAN DRAWING SET UPDATE

The purpose of this study element is to update the ALP drawing set for the Airport. All plans will be prepared in a format which complies with the content contained within FAA's current guidelines for the preparation of an ALP as defined by the FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans (October 1, 2013)*, and which is readily acceptable to the FAA and can be utilized by the Sponsor in carrying out implementation. The drawings will be a deliverable item to the Sponsor at the completion of this project. The ALP drawing set will be included as an appendix in the final Focused Narrative Report document. A narrative will also be included in the appendix to better describe the intended functions of the proposed drawings. Available topographic/planimetric mapping of the Airport and surrounding environs will be obtained from the Sponsor and/or Molzen Corbin as well as the ALP approved in 2015 for input into ALP drawing set.

Task 2.1 - Prepare Title Sheet, Data Sheet, and Airport Layout Plan Drawing

Description: Following the Recommended Development Concept developed under the preceding element, and FAA AC 150/5070.6B, *Airport Master Plan*, an ALP for the Airport will be prepared. The ALP will reflect updated physical features, location of airfield facilities (runways, taxiways, nav aids, etc.), and existing landside development. Development of recommended landside and airfield facilities, including runways and taxiways; property and runway protection zone boundaries; and revenue support areas will also be shown. Guidelines for the preparation of the ALP as defined by the FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans (October 1, 2013)* will be followed.

Task 2.2 - Prepare Terminal Area Drawing(s)

Description: Update the Terminal Area Drawing(s) reflecting recommended development on the landside development areas as resulting from the recommendations of this study in conformance with SOP 2.00, Appendix A, Section A.8.

Task 2.3 - Prepare Part 77 Airspace Drawing(s)

Description: Update the existing and ultimate Airport Airspace Drawing(s) in conformance with 14 CFR Part 77 and SOP 2.00, Appendix A, Section A.5. The set will include an identification of obstructions and an obstruction data table. Obstruction information will be obtained from existing approach plans, currently published obstruction surveys, and the current Airport Obstruction (OC) chart (as available). U.S.G.S. base maps will be superimposed on the airspace drawing. A plan for the disposition of the obstructions, as identified, will also be included as part of the obstruction data table.

Task 2.4 - Prepare Inner Approach Surface Drawing(s)

Description: Update the existing inner portion of the approach surface drawing in accordance with SOP 2.00, Appendix A, Section A.6. Obstruction information will be obtained from existing approach plans, obstruction surveys, new aerial surveys, and the current Airport Obstruction (OC) chart (as available).

Task 2.5 - Prepare Land Use Drawing

Description: A land use plan reflecting both on- and off-airport land use and zoning in proximity to the airport will be prepared. This will include airfield development areas, general aviation areas, ground access and vehicular circulation system service areas, and distinctions between aeronautical and non-aeronautical uses (if any). Guidelines for the preparation of the On-Airport Land Use Drawing will follow SOP 2.00, Appendix A, Section A.9. Noise contours will not be prepared as part of this study. Noise contours prepared during the 2015 Master Plan will be utilized as appropriate.

Task 2.6 - Prepare Departure Surface Drawings

Description: Prepare new departure surface drawings in accordance with SOP 2.00, Appendix A, Section A.7. Obstruction information will be obtained from existing approach plans, obstruction surveys, new aerial surveys, and the current Airport Obstruction (OC) chart (as available).

Task 2.7 - Prepare Airport Property Map – Exhibit A

Description: Update the Exhibit A - Airport Property Map, including the appropriate graphics and information to indicate the type of acquisition (i.e., federal funds, surplus property, local funds only, etc.) of various land areas within the Airport's boundaries. The primary intent of the drawing is to identify and/or delineate all designated airport property owned or to be acquired by the airport owner. The drawing will provide an inventory all of the parcels which currently make up the Airport, or are proposed for acquisition by the Sponsor. The drawing will inventory all of the parcels, which currently make up the Airport, or are proposed for acquisition by the airport sponsor. Details will be limited to the depiction of existing and future facilities (i.e., runways, taxiways, runway protection zones, and terminal facilities) which would indicate aeronautical need for airport property. This work effort will utilize information obtained from the current "Exhibit A - Property Map" as well as other sources. The Property Map will be updated in conformance with the guidelines outlined in FAA Airports ARP SOP 3.00 *Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps (October 1, 2013)*. **The Sponsor will provide historical information, including deeds, regarding the acquisition of existing Airport property and easements, as well as boundary surveys, as needed. In addition, this work effort will utilize information obtained from the current Airport Property Map dated February 2015. In the event a Title Survey is needed to gather more information**

for the preparation of the Exhibit “A” Property Map, the associated expenses will be covered by the Sponsor.

Task 2.8 - Prepare Draft ALP Drawing Set

Description: Preparation of up to five (5) copies of the full drawing sets for submission to the Sponsor, and subsequent comprehensive agency review by FAA and NMDOT. Drawings will be a minimum size of 24” x 36”. The Sponsor will provide up to three (3) unsigned copies of the full ALP drawing set to the FAA for review. The Sponsor will also provide one (1) full set of drawings to the NMDOT for review. It is anticipated that the FAA and NMDOT reviews will be based upon FAA ARP SOPs 2.00 and 3.00.

Task 2.9 - Prepare Final ALP Drawing Set

Description: Revise the draft ALP drawing set prepared in Task 2.8 to reflect comments received from the FAA and NMDOT review. Upon approval from the Sponsor, provide up to five (5) copies of the revised ALP drawing set to the Sponsor for their signature. The Sponsor will forward the signed drawings to the FAA for final approval. A final copy of the ALP drawing set will be provided to the Sponsor, FAA, and NMDOT in both paper and electronic (PDF) format.

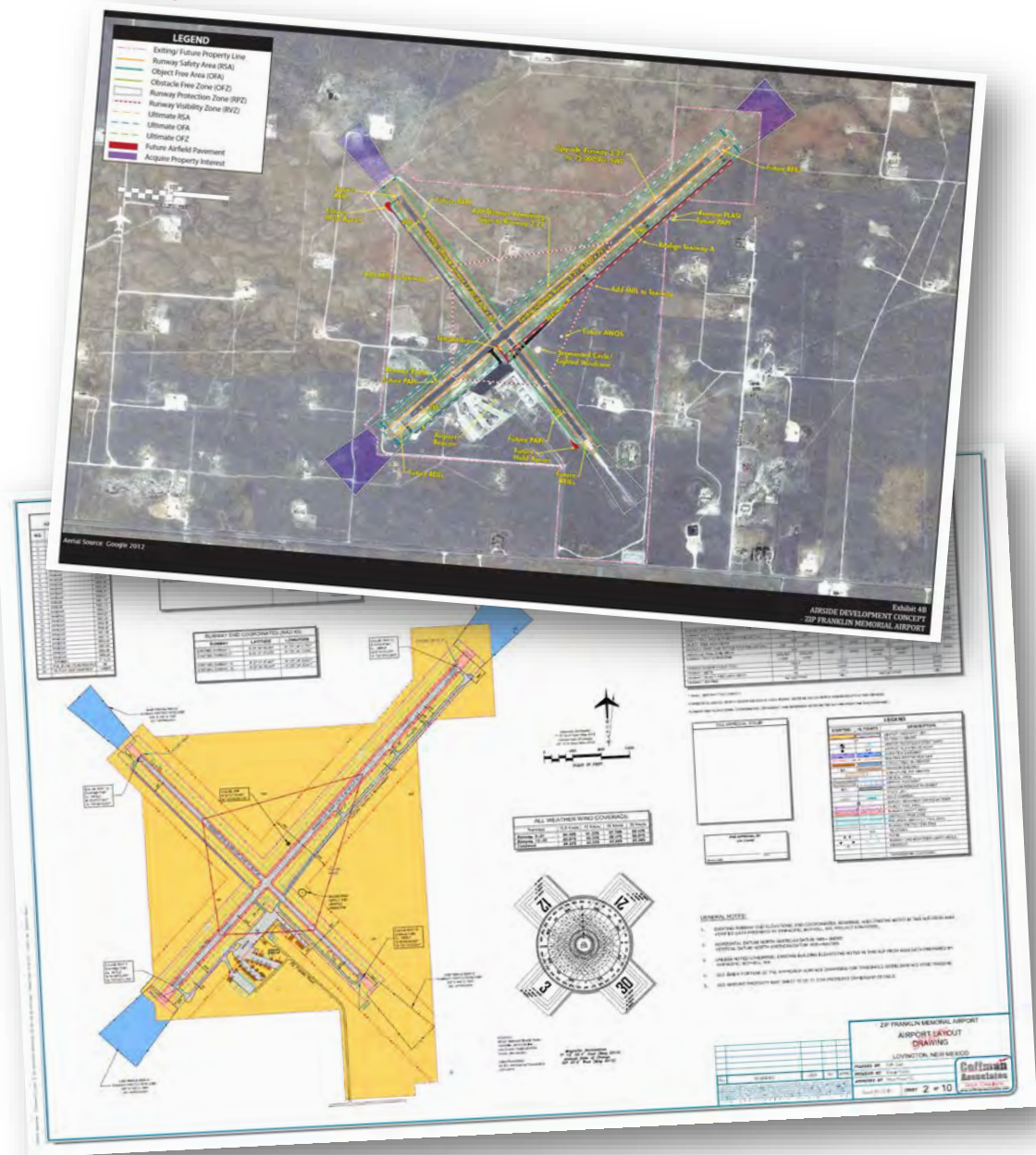
EXHIBIT B							
COST SUMMARY							
FOCUSED NARRATIVE REPORT AND AIRPORT LAYOUT PLAN DRAWING SET UPDATE							
LEA COUNTY - JAL AIRPORT							
LEA COUNTY, NEW MEXICO							
PREPARED BY: COFFMAN ASSOCIATES, INC.							
MARCH 2021							
	PERSON HOURS			COSTS			
	PRINCIPAL	PROFESSIONAL	TECHNICAL	TOTAL		TASK	
ELEMENT/TASK	\$290	\$164	\$112	LABOR	EXPENSES	TOTAL	
ELEMENT 1 - FOCUSED NARRATIVE REPORT							
1.1	Inventory Airport and Environs	8	12	0	\$4,288	\$1,000	\$5,288
1.2	Obtain Available Aerial Photography and Topographic/Planimetric Mapping	0	0	8	\$896	\$0	\$896
1.3	Revalidate Aviation Demand Forecasts	4	16	4	\$4,232	\$0	\$4,232
1.4	Update Airfield and Landside Facility Requirements	0	12	4	\$2,416	\$0	\$2,416
1.5	Update the Airport's Recommended Development Concept	4	16	8	\$4,680	\$0	\$4,680
1.6	Prepare the Capital Improvement Program	4	16	4	\$4,232	\$0	\$4,232
1.7	Prepare Focused Narrative Report (5 Hard Copies and PDF)	4	16	16	\$5,576	\$500	\$6,076
1.8	Coordination Meeting (1)	8	8	4	\$4,080	\$1,000	\$5,080
SUBTOTAL - ELEMENT 1		32	96	48	\$30,400	\$2,500	\$32,900
ELEMENT 2 - AIRPORT LAYOUT PLAN DRAWING SET UPDATE							
2.1	Prepare Title Sheet, Data Sheet, and Airport Layout Plan Drawing	4	12	72	\$11,192	\$0	\$11,192
2.2	Prepare Terminal Area Drawing(s)	0	8	12	\$2,656	\$0	\$2,656
2.3	Prepare Part 77 Airspace Drawing(s)	0	8	12	\$2,656	\$0	\$2,656
2.4	Prepare Inner Approach Surface Drawing(s)	0	8	12	\$2,656	\$0	\$2,656
2.5	Prepare Land Use Drawing	0	8	8	\$2,208	\$0	\$2,208
2.6	Prepare Departure Surface Drawings	0	8	12	\$2,656	\$0	\$2,656
2.7	Prepare Airport Property Map - Exhibit A	4	12	16	\$4,920	\$0	\$4,920
2.8	Prepare Draft ALP Drawing Set (5 Copies)	4	16	16	\$5,576	\$1,000	\$6,576
2.9	Prepare Final ALP Drawing Set (5 Copies)	4	16	16	\$5,576	\$1,000	\$6,576
SUBTOTAL - ELEMENT 2		16	96	176	\$40,096	\$2,000	\$42,096
PROJECT TOTAL		48	192	224	\$70,496	\$4,500	\$74,996



Consideration of Lea County Resolution No. 21-JUL-155R Authorizing a Grant Application Between Lea County and the Federal Aviation Administration (FAA) for the Lea County Zip Franklin Memorial Airport Masterplan Update

The objective of this effort is to update the Zip Franklin Memorial Airport Layout Plan (ALP) drawing set and provide a Focused Narrative Report supporting the proposed changes and/or revisions to the ALP.

Total Cost of AMP update:	\$ 96,442
FAA Grant:	\$ 86,798
NMDOT Grant:	\$ 4,822
Lea County:	\$ 4,822





**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net
& cc the Executive Coordinator sstout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 07/01/2021	SUBMITTED BY Name, Title, Dept: Corey Needham	
SUBJECT: FAA Grant Application for Zip Franklin Memorial Airport Masterplan Update	ATTACHMENT(S): FAA Grant Application for Zip Franklin Memorial Airport Masterplan Update	
NO. OF ORIGINALS FOR SIGNATURE: 1	ACTION REQUESTED: Action Item	
BUDGET LINE ITEM NUMBER: 455-18-4104	FISCAL BUDGET YEAR: FY 21/22	
STRATEGIC PLAN Implementation of 5 Year Strategic Plan: 3. Airports that are maintained and improved with new facilities (goal: increase capacity for changing commercial aircraft)		
SUMMARY: The objective of this effort is to update the Zip Franklin Memorial Airport Layout Plan (ALP) drawing set and provide a Focused Narrative Report supporting the proposed changes and/or revisions to the ALP. Total Cost of AMP update: \$ 96,442 FAA Grant: \$ 86,798 NMDOT Grant: \$ 4,822 Lea County: \$ 4,822		
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____ <small>If checked, how many:</small>	See Additional Summary Attached <input type="checkbox"/>	
SUBMITTER'S RECOMMENDATION(S): approval	Submitter's Signature Department Director, Etc. Corey Needham <small>Digitally signed by Corey Needham Date: 2021.07.01 15:38:52 -08'00'</small>	
FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be expenditures from the Zip Franklin Airport Fund of \$96,442. FAA and State Grants will pay for \$91,620 of the costs. Lea County will be responsible for \$4,822 of the total cost. Funds are budgeted and available in 455-18-4104.	Reviewed by Finance Director Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2021.07.07 09:00:11 -06'00'</small>	
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney	
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda <i>Michael P. Gallagher II</i> <small>Digitally signed by Michael P. Gallagher II Date: 2021.07.21 22:25:08 -06'00'</small>	
Item No. <u>0221</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN		
Approved: _____ Resolution No. <u>21-155R</u> Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____	Other: _____ Ordinance No. _____ Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-155R

A RESOLUTION AUTHORIZING A GRANT APPLICATION BETWEEN LEA COUNTY AND THE
FEDERAL AVIATION ADMINISTRATION (FAA) FOR THE LEA COUNTY ZIP FRANKLIN MEMORIAL
AIRPORT MASTERPLAN UPDATE

WHEREAS, Lea County Zip Franklin Memorial Airport plays an important role within the Lea County transportation system for economic development, connectivity, and emergency services; *and*

WHEREAS, Lea County is committed to the continued maintenance and improvement of its airport facilities; *and*

WHEREAS, Lea County wishes apply for a grant with the FAA to fund a minimum of 90% of the cost of the Zip Franklin Memorial Airport Master Plan Update.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that FAA grant application for Zip Franklin Memorial Airport Master Plan Update is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

PASSED, APPROVED AND ADOPTED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

Zip Franklin Memorial (E06)

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

3-35-0027-013-2021

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

Zip Franklin Memorial Airport

* b. Employer/Taxpayer Identification Number (EIN/TIN):

85-6000226

* c. Organizational DUNS:

0104853080000

d. Address:

* Street1:

100 N. Main Street

Street2:

* City:

Lovington

County/Parish:

Lea

* State:

NM: New Mexico

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

88260

e. Organizational Unit:

Department Name:

Airports

Division Name:

Airports

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

Corey

Middle Name:

* Last Name:

Needham

Suffix:

PE

Title: Assistant County Manager

Organizational Affiliation:

* Telephone Number: 575-605-6587

Fax Number: 575-392-6904

* Email: cneedham@leacounty.net

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

DOT/FAA Southwest Region, Fort Worth, TX 76177

11. Catalog of Federal Domestic Assistance Number:

20-106

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

N/A

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Lea County Zip Franklin Memorial Airport: Airport Action Plan

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="86,798.00"/>
* b. Applicant	<input type="text" value="4,822.00"/>
* c. State	<input type="text" value="4,822.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="96,442.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:



* Date Signed:



Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to	% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The County has land use zoning.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes, an ODO was submitted for the project and the project was listed on the airport CIP.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes, fair consideration has been given to the interest of the community

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

The County will notify any users who could potentially be affected by the project

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Not applicable.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Not applicable.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Not applicable.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Not applicable.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Not applicable.

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			96,442
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 96,442
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			96,442
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 96,442
19. Federal Share requested of Line 18			86,798
20. Grantee share			4,822
21. Other shares			4,822
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 96,442

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	4,822
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 4,822
25. Other Shares	Amount
a. State	4,822
b. Other	
c. TOTAL - Other Shares	\$ 4,822
26. TOTAL NON-FEDERAL FINANCING	

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Airport Master Plan Update

AIRPORT: Lea County Zip Franklin Memorial Airport

1. Objective:

The Airport Master Plan was completed in 2015. Since that time, nearly all of the capital improvements that were outlined have been completed. In addition, several new buildings, hangars and an access road have been construction. This Action Plan will act as a supplement to that Master Plan by updating the master plan data accordingly. This will include an update to the airport layout plan. Special focus on the Exhibit A, airport property map which will be very essential for future Section 163 decisions.

2. Benefits Anticipated:

Updated Airport Layout Plan and a new capital improvement program.

3. Approach: (See approved Scope of Work in Final Application)

The existing engineering services agreement will be used to contract for the work. The existing Airport Master Plan will be reviewed and meeting will be conducted with Lea County staff to outline the changes. A new Capital Improvement Program will be developed.

4. Geographic Location:

The Lea County Zip Franklin Memorial Airport is located five miles west of the City of Lovington, New Mexico in Lea County.

5. If Applicable, Provide Additional Information:

This project was derived and prioritized based on the 2014 Airport Master Plan.

6. Sponsor's Representative: (include address & telephone number)

Corey Needham, PE
Assistant County Manager of Operations
100 N. Main, Lovington, NM 88260 575-605-6567

SOUTHWEST REGION, DOT FAA
SUPPLEMENT TO PREAPPLICATION FOR FEDERAL ASSISTANCE

DATED: March 17, 2021

SUBMITTED BY: Lea County

TO IMPROVE: Lea County Zip Franklin Memorial Airport

DESCRIPTION OF WORK TO BE ACCOMPLISHED (list by principal work item) (Use nearest dollar)					
ITEM OF WORK A		TOTAL ESTIMATED COST	SPONSOR'S FUNDS	FAA FUNDS REQUESTED	ESTIIMATED DATE WORK WOULD COMMENCE
NO.	DESCRIPTION	B	C	D	E
1	Zip F. Airport Master Plan Update	\$96,442	\$9,644	\$86,798	June,1 2021
TOTALS		\$96,442	\$9,644	\$86,798	

SPONSORS BUDGET ANALYSIS

LOCATION	Zip Franklin Memorial
AIP PROJECT NUMBER	3-35-0027-013-2021

LAND ACQUISITION	-
CONSTRUCTION	
ENGINEERING	\$ 96,442
ADMINISTRATIVE (DBE)	
INSPECTION	-
TESTING	-
EQUIPMENT	-
OTHER (SPECIFY)	-
TOTAL	\$ 96,442

REMARKS:

Update Airport Master Plan w/new ALP and Action Plan

All costs include applicable NMGR T Rates

PROJECT COSTS:	\$	96,442
FAA share (90%)	\$	86,798
STATE share (5%)	\$	4,822
SPONSOR share (5%)	\$	4,822

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

Lea County

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: Mr.

* First Name: Corey

Middle Name:

* Last Name: Needham

Suffix: PE

* Title: Assistant County Manager

* SIGNATURE:

* DATE:

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: Lea County

Airport: Lea County Zip Franklin Memorial Airport (E06)

Project Number: 3-35-0027-013-2021

Description of Work: Airport Master Plan Update

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☐ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of 2021 , .

Name of Sponsor: Lea County

Name of Sponsor's Authorized Official: Corey Needham, PE

Title of Sponsor's Authorized Official: Assistant County Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Lea County

Airport: Lea County Zip Franklin Memorial Airport (E06)

Project Number: 3-35-0027-013-2021

Description of Work: Airport Master Plan Update

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been ~~or will be~~ published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been ~~or will be~~ established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been ~~or will be~~ given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been ~~or will be~~ notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
- a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☐ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Jal Municipal Airport

Address: Jal, NM

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of 2021 , .

Name of Sponsor: Lea County

Name of Sponsor's Authorized Official: Corey Needham, PE

Title of Sponsor's Authorized Official: Assistant County Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Lea County

Airport: Lea County Zip Franklin Memorial Airport (E06)

Project Number: 3-35-0027-013-2021

Description of Work: Airport Master Plan Update

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure ~~or will ensure~~ full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded ~~or will exclude~~ any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes ~~or will describe~~ specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized ~~or will publicize~~ a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
6. Sponsor has based ~~or will base~~ selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
7. Sponsor has verified ~~or will verify~~ that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to ~~or will agree to~~:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated ~~or will negotiate~~ a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies ~~or will identify~~ costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared ~~or will prepare~~ a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated ~~or will incorporate~~ mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established ~~or will establish~~:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using ~~or will not use~~ the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of 2021 , .

Name of Sponsor: Lea County

Name of Sponsor's Authorized Official: Corey Needham, PE

Title of Sponsor's Authorized Official: Assistant County Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Lea County

Airport: Lea County Zip Franklin Memorial (E06)

Project Number: 3-35-0027-013-2021

Description of Work: Airport Master Plan Update

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications ~~were or~~ will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☒ Yes ☐ No ☐ N/A
2. Specifications ~~incorporate or~~ will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding ~~have been or~~ will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☒ Yes ☐ No ☐ N/A
5. The specification ~~does not use or~~ will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
6. The specification ~~does not impose or~~ will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products ~~include or~~ will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates ~~include or~~ will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☒ Yes ☐ No ☐ N/A
9. Concurrence ~~was or~~ will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☒ Yes ☐ No ☐ N/A
10. The plans and specifications ~~incorporate or~~ will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☐ Yes ☐ No ☒ N/A
12. The project specification ~~include or~~ will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor ~~has or~~ will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions ~~has been or~~ will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project ~~was or~~ will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2021 .

Name of Sponsor: Lea County

Name of Sponsor's Authorized Official: Corey Needham, PE

Title of Sponsor's Authorized Official: Assistant County Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Lea County

Airport: Lea County Zip Franklin Memorial (E06)

Project Number: 3-35-0023-013-2021

Description of Work: Airport Master Plan Update

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were ~~or will be~~ determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were ~~or will be~~ kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were ~~or will be~~ performed and documented. (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A

4. Sponsor has taken ~~or will take~~ appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied ~~or will be applied~~ in computing final payments with a summary made available to the FAA (AC 150/5370-10).
☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, ~~or will promptly notify~~ the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were ~~or will be~~ submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were ~~or will be~~ made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was ~~or will be~~ conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was ~~or will be accomplished~~ without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied ~~or will comply~~ with the seismic construction requirements of 49 CFR § 41.120.

☒ Yes ☐ No ☐ N/A

12. For development projects, sponsor has taken ~~or will take~~ the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor ~~has revised or~~ will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2021 .

Name of Sponsor: Lea County

Name of Sponsor's Authorized Official: Corey Needham, PE

Title of Sponsor's Authorized Official: Assistant County Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Lea County

Airport: Lea County Zip Franklin Memorial Airport (E06)

Project Number: 3-35-0027-013--2021

Description of Work: Airport Master Plan Update

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is ~~or will be~~ in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are ~~or will be~~ engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- ☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included ~~or will include~~ clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- ☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented ~~or will implement~~ monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was ~~or will be~~:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested ~~or will request~~ FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☒ Yes ☐ No ☐ N/A
7. For construction and equipment installation projects, the bid solicitation includes ~~or will include~~ the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

8. Concurrence was ~~or will be~~ obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
 - b. Award is to be made to other than the lowest responsible bidder; and
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- ☒ Yes ☐ No ☐ N/A
9. All construction and equipment installation contracts contain ~~or will contain~~ provisions for:
- a. Access to Records (§ 200.336)
 - b. Buy American Preferences (Title 49 U.S.C. § 50101)
 - c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
 - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
 - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
 - f. Seismic Safety – building construction (49 CFR part 41)
 - g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
 - h. U.S. Trade Restriction (49 CFR part 30)
 - i. Veterans Preference (49 USC § 47112(c))
- ☒ Yes ☐ No ☐ N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain ~~or will contain~~ the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
 - b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)
- ☒ Yes ☐ No ☐ N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain ~~or will contain~~ a contract provision that discourages distracted driving (E.O. 13513).
- ☒ Yes ☐ No ☐ N/A
12. All contracts exceeding \$10,000 contain ~~or will contain~~ the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
 - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
 - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
 - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place ~~or will be in place~~ (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include ~~or will include~~ provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2021 .

Name of Sponsor: Lea County

Name of Sponsor's Authorized Official: Corey Needham, PE

Title of Sponsor's Authorized Official: Assistant County Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor: Lea County

Airport: Lea County Jal Municipal (E26)

Project Number: 3-35-0023-013-2021

Description of Work: Lea County Jal Municipal Airport Master Plan Update

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has ~~or will have~~ good and sufficient title as well as title evidence on property in the project.
☐ Yes ☐ No ☒ N/A
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been ~~or will be~~ extinguished, modified, or subordinated.
☐ Yes ☐ No ☒ N/A
3. If property for airport development is or will be leased, the following conditions have been met:
 - a. The term is for 20 years or the useful life of the project;
 - b. The lessor is a public agency; and
 - c. The lease contains no provisions that prevent full compliance with the grant agreement.☐ Yes ☐ No ☒ N/A

4. Property in the project is ~~or will be~~ in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.
- ☐ Yes ☐ No ☒ N/A
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was ~~or will be~~ obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
- ☐ Yes ☐ No ☒ N/A
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was ~~or will be~~ obtained for the following:
- a. The right of flight;
 - b. The right of ingress and egress to remove obstructions; and
 - c. The right to restrict the establishment of future obstructions.
- ☐ Yes ☐ No ☒ N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include ~~or will include~~ the following:
- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
 - b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.
- ☐ Yes ☐ No ☒ N/A
8. Each appraisal has been ~~or will be~~ reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.
- ☐ Yes ☐ No ☒ N/A
9. A written offer to acquire each parcel was ~~or will be~~ presented to the property owner for not less than the approved amount of just compensation.
- ☐ Yes ☐ No ☒ N/A
10. Effort was ~~or will be~~ made to acquire each property through the following negotiation procedures:
- a. No coercive action to induce agreement; and
 - b. Supporting documents for settlements included in the project files.
- ☐ Yes ☐ No ☒ N/A

11. If a negotiated settlement is not reached, the following procedures were ~~or will be~~ used:
- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and
 - b. Supporting documents for awards included in the project files.

☐ Yes ☐ No ☒ N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was ~~or will be~~ established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

☐ Yes ☐ No ☒ N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were ~~or will be~~ provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

☐ Yes ☐ No ☒ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2021 .

Name of Sponsor: Lea County

Name of Sponsor's Authorized Official: Corey Needham, PE

Title of Sponsor's Authorized Official: Assistant County Manager

Signature of Sponsor's Designated Official Representative: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Consideration of Lea County Resolution No. 21-JUL-156R Approving Task Order 2019-12 Between Lea County and Molzen-Corbin for the Lea County Zip Franklin Memorial Airport Masterplan Update

The Airport Master Plan update and report will focus on the facility changes and development direction of the Zip Franklin Memorial Airport that has occurred since the preparation of the 2015 master plan and subsequent ALP update approved by the Federal Aviation Administration in May 2015.

The Focused Narrative Report will include basic aeronautical forecasts; the identification of future facility needs; recommended development concept and basis for proposed items; and capital improvement program (CIP) project scheduling and costs for a five-year planning horizon.

Molzen-Corbin and Coffman and Associates will perform all necessary tasks.

Task Order 2019-13: \$96,442.41





**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator ssout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 07/01/2021	SUBMITTED BY Name, Title, Dept: Corey Needham	
SUBJECT: Task Order 2019-12 Zip Franklin Memorial Airport Masterplan Update	ATTACHMENT(S): Task Order 2019-12	
NO. OF ORIGINALS FOR SIGNATURE: 1	ACTION REQUESTED: ***Selection Action Requested***	
BUDGET LINE ITEM NUMBER: 455-18-4104	FISCAL BUDGET YEAR: FY 21/22	
STRATEGIC PLAN Implementation of 5 Year Strategic Plan: 3. Airports that are maintained and improved with new facilities (goal: increase capacity for changing commercial aircraft)		
SUMMARY: <p>The objective of this effort is to update the Zip Franklin Memorial Airport Layout Plan (ALP) drawing set and provide a Focused Narrative Report supporting the proposed changes and/or revisions to the ALP. The Narrative Report will focus on the facility changes and development direction of the Airport that has occurred since the preparation of the 2015 master plan and subsequent ALP update approved by the Federal Aviation Administration in May 2015.</p> <p>The Focused Narrative Report will include basic aeronautical forecasts; the identification of future facility needs; recommended development concept and basis for proposed items; and capital improvement program (CIP) project scheduling and costs for a five-year planning horizon.</p>		
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____ <small>If checked, how many:</small>	See Additional Summary Attached <input checked="" type="checkbox"/>	
SUBMITTER'S RECOMMENDATION(S): approval	Submitter's Signature Department Director, Etc. Corey Needham <small>Digitally signed by Corey Needham Date: 2021.07.01 15:36:52 -06'00'</small>	
FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be expenditures from the Zip Franklin Airport Fund of \$96,442.41. Funds are budgeted and available in 455-18-4104.	Reviewed by Finance Director Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2021.07.07 09:03:41 -06'00'</small>	
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney	
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda <small>Digitally signed by Michael P. Gallagher II Date: 2021.07.21 17:38:04 -06'00'</small>	
Item No. <u>0222</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN		
Approved: _____ Resolution No. <u>21-JUL-156R</u> Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____	Other: _____ Ordinance No. _____ Comments: _____

Summary Form Continued...

The Focused Narrative Report and the updated ALP drawing set will also reflect new policies and development direction provided by Lea County (the Sponsor).

The Consultant (Coffman Associates), in association with the Airport's on-call engineer (Molzen Corbin) will prepare the Focused Narrative Report and the ALP drawing set in accordance with Federal Aviation Administration (FAA) requirements, including Advisory Circular (AC) 150/5070-6B, *Airport Master Plans* (as amended), AC 150/5300-13A, *Airport Design* (as amended), and guidelines for the preparation of an Airport Layout Plan as defined by the FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans* (October 1, 2013).

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-156R

A RESOLUTION APPROVING TASK ORDER 2019-12 BETWEEN LEA COUNTY AND MOLZEN-CORBIN FOR THE LEA COUNTY ZIP FRANKLIN MEMORIAL AIRPORT MASTERPLAN UPDATE

WHEREAS, Lea County Zip Franklin Memorial Airport plays an important role within the Lea County transportation system for economic development, connectivity, and emergency services; *and*

WHEREAS, Lea County is committed to the continued maintenance and improvement of its airport facilities; *and*

WHEREAS, Lea County wishes to contract with Molzen Corbin Engineering through our multi-services contract to complete an Airport Master Plan Update to aid in planning and funding future airport projects.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that Task Order 2019-12 Zip Franklin Memorial Airport Master Plan Update is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

PASSED AND APPROVED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney

**TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN CORBIN (ENGINEER)
AND LEA COUNTY (OWNER), DATED June 13, 2019.**

TASK ORDER NO. 2019-12

TASK TITLE: Lea County Zip Franklin Memorial Airport Airport Master Plan Update

The Owner directs the Engineer/Architect to provide services as described below:

Update Airport Layout Plan Drawing Set and provide Narrative Report. Detail Scope in attachments.

The Engineer/Architect estimates the period of performance to be as follows:

Services to be rendered within 90 days after receipt of written notice to proceed from Airport Manager. The intent is to have Task Order executed and grant application submitted by April, 2021. Anticipated project completion date is April, 2022.

The Engineer/Architect will be paid on a lump sum basis, as stated as based upon the following estimates the level of effort as follows:

Manhours: (specify estimated manhours per position and billing rate)

Manhour & Fee Estimate:

<u>Senior Civil Engineer</u>	<u>33 Hrs.</u>	<u>\$ 195.00 /hr =</u>	<u>6,435.00</u>
<u>Engineering Intern I</u>	<u>28 Hrs.</u>	<u>\$ 95.00 /hr =</u>	<u>2,660.00</u>
<u>Engineering Design Specialist</u>	<u>6 Hrs.</u>	<u>\$ 120.00 /hr =</u>	<u>720.00</u>
<u>Aerial (Harcrow Surveying</u>	<u>1 LS</u>	<u>\$ 4,000 =</u>	<u>4,500.00</u>
<u>Airport Planning (Coffman Associates)</u>	<u>1 LS</u>	<u>\$ 133,508 =</u>	<u>74,996.00</u>

Subconsultants and Other Reimbursable Expenses:

<u>Copies 100 @ \$0.11</u>	<u>11.00</u>
<u>Color Copies 10 @ \$1.00</u>	<u>10.00</u>
<u>11X17 Color Copies 10 @ \$2.00</u>	<u>20.00</u>
<u>Commercial Copy 0 @ \$0.06</u>	<u>0.00</u>
<u>Commemrcial Prints 0 @ \$1.02</u>	<u>0.00</u>
<u>Mileage 0 @ \$0.545</u>	<u>0.00</u>
<u>Lodging, \$89/night at 0 nights</u>	<u>0.00</u>
<u>Meals, 0 @ \$51</u>	<u>0.00</u>
<u>Postage</u>	<u>50.00</u>
<u>Supplies</u>	<u>0.00</u>

SUBTOTAL	<u>89,402.00</u>
NMGRT @ <u>7.8750</u> %	<u>7,040.41</u>
ESTIMATED TASK ORDER TOTAL	<u>\$ 96,442.41</u>

Proposed by ENGINEER

Recommended By

Approved by COUNTY

Date 03/09/2021

Date _____

Date _____



Department

Project

P.O. No.

Account Number

For Client Use Only

MOLZENCORBIN**PROJECT INFORMATION SHEET****Zip Franklin Mem Airport AMP Update****Lea county****Kent freier**

3/1/2021

Is this a new budget or a revision?	
New	
If revision give number of revision	
Project Number Assigned: (If revision, enter number here)	

CLIENT INFORMATION

Client Name	Lea county		
Client Contact Name	Corey Needham		
Client Email Address (ONLY IF NEW CLIENT)			
Client Address (ONLY IF NEW CLIENT)			
Client City, State and Zip (ONLY IF NEW CLIENT)			
Client Phone Number (ONLY IF NEW CLIENT)			

PROJECT INFORMATION

Start Date:	10/01/19	Approx. End Date:	12/31/20
Project Description:	Revise ALP and provide ALP Narrative for the AMP Update		
Customer Needs:	Updated ALP and CIP		
Funding Agency:	FAA	Funding Agency No.:	
AGREEMENT INFORMATION			
Type of Agreement:	Lump Sum	Calculated Contract Amount	\$89,402.00
If Multiplier, give multiplier:			

CIVIL MANHOUR ESTIMATE
Zip Franklin Mem Airport AMP Update
Lea county
Kent freier

MOLZENCORBIN

		CIVIL									ADMINISTRATION					ADMIN. Totals	Grand Totals
No.	Project Task	Principal Engineer	Senior Engineer	Professional Engineer	Engineering Intern II	Engineering Intern I	Senior Design Specialist	Engineering Design Specialist	Design Technician	Associate Design Technician	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	ADMIN - Grants Tech. Administrator	ADMIN - Computer Tech.		
I.	Narrative Report																
1	Inventory Airport and Environs		2.00								2.00					0.00	2.00
2	Obtain Available Aerial Photography and Topographic/Planimetric Mapping		2.00					2.00			4.00					0.00	4.00
3	Revalidate Aviation Demand Forecasts		1.00								1.00					0.00	1.00
4	Update Airfield and Landside Facility Requirements		2.00			4.00		2.00			8.00					0.00	8.00
5	Update the Airports Recommended Development Concept		4.00					2.00			6.00					0.00	6.00
6	Prepare the Capital Improvement Program		4.00			20.00					24.00					0.00	24.00
7	Prepare Focused Narrative Report (5 hard copies and PDF)		2.00								2.00					0.00	2.00
8	Coordination Meeting		4.00			4.00					8.00					0.00	8.00
9	Grants Administration		4.00								4.00					0.00	4.00
10											0.00					0.00	0.00
11	CADD Management										0.00					0.00	0.00
12	Project Management										0.00					0.00	0.00
13	Quality Assurance										0.00					0.00	0.00
Subtotal Hours Pre-Design/Study/Programming		0.00	25.00	0.00	0.00	28.00	0.00	6.00	0.00	0.00	59.00	0.00	0.00	0.00	0.00	0.00	59.00
Subtotal Fees Pre-Design/Study/Programming		\$0.00	\$4,875.00	\$0.00	\$0.00	\$2,660.00	\$0.00	\$720.00	\$0.00	\$0.00	\$8,255.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,255.00
II.	Airport Layout Plan Drawing Set																
1	Prepare Title Sheet, Data Sheet and ALP Drawing		1.00								1.00					0.00	1.00
2	Prepare Terminal Area Drawing		1.00								1.00					0.00	1.00
3	Prepare Part 77 Airspace Drawing										0.00					0.00	0.00
4	Prepare Approach Surface Drawings										0.00					0.00	0.00
5	Prepare Land Use Drawing										0.00					0.00	0.00
6	Prepare Departure Surface Drawings										0.00					0.00	0.00
7	Prepare Airport Property Map		2.00								2.00					0.00	2.00
8	Prepare Draft ALP Drawing Set (5 Copies)										0.00					0.00	0.00
9	Prepare Final Drawing Set (5 Copies)										0.00					0.00	0.00
10	Grants Administration		4.00								4.00					0.00	4.00
11											0.00					0.00	0.00
12	CADD Management										0.00					0.00	0.00
13	Project Management										0.00					0.00	0.00
14	Quality Assurance										0.00					0.00	0.00
Subtotal Hours Preliminary Design/Schematics (30%)		0.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00	0.00	0.00	0.00	0.00	0.00	8.00
Subtotal Fees Preliminary Design/Schematics (30%)		\$0.00	\$1,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,560.00
III.	N/A																
1											0.00					0.00	0.00
2											0.00					0.00	0.00
3	CADD Management										0.00					0.00	0.00
4	Project Management										0.00					0.00	0.00
5	Quality Assurance										0.00					0.00	0.00
Subtotal Hours Design Development (60%)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Fees Design Development (60%)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
IV.	N/A																
1											0.00					0.00	0.00
2											0.00					0.00	0.00
3	CADD Management										0.00					0.00	0.00
4	Project Management										0.00					0.00	0.00
5	Quality Assurance										0.00					0.00	0.00
Subtotal Hours Construction Documents (90%)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Fees Construction Documents (90%)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
V.	N/A																
1											0.00					0.00	0.00
2											0.00					0.00	0.00
3	CADD Management										0.00					0.00	0.00
4	Project Management										0.00					0.00	0.00
5	Quality Assurance										0.00					0.00	0.00
Subtotal Hours Final Design (100%)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

		CIVIL									ADMINISTRATION					ADMIN. Totals	Grand Totals
No.	Project Task	Principal Engineer	Senior Engineer	Professional Engineer	Engineering Intern II	Engineering Intern I	Senior Design Specialist	Engineering Design Specialist	Design Technician	Associate Design Technician	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	ADMIN - Grants Tech. Administrator	ADMIN - Computer Tech.		
Subtotal Fees Final Design (100%)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
VI.	N/A																
1											0.00					0.00	0.00
2											0.00					0.00	0.00
3	Project Management										0.00					0.00	0.00
4	Quality Assurance										0.00					0.00	0.00
Subtotal Hours Bidding/Award		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Fees Bidding/Award		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
VII.	N/A																
1											0.00					0.00	0.00
2											0.00					0.00	0.00
3	Project Management										0.00					0.00	0.00
4	Quality Assurance										0.00					0.00	0.00
Subtotal Hours Construction Admin. Services		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Fees Construction Admin. Services		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
VIII.	N/A																
1											0.00					0.00	0.00
2											0.00					0.00	0.00
3	Project Management										0.00					0.00	0.00
4	Quality Assurance										0.00					0.00	0.00
Subtotal Hours Closeout		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Fees Closeout		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Labor Hours		0.00	33.00	0.00	0.00	28.00	0.00	6.00	0.00	0.00	67.00	0.00	0.00	0.00	0.00	0.00	67.00
Standard Billing Rate or Fee		\$215.00	\$195.00	\$130.00	\$105.00	\$95.00	\$140.00	\$120.00	\$110.00	\$85.00		\$65.00	\$90.00	\$95.00	\$105.00		
Fee Dollars		\$0.00	\$6,435.00	\$0.00	\$0.00	\$2,660.00	\$0.00	\$720.00	\$0.00	\$0.00	\$9,815.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,815.00

Yes/No

Enter Budget using Phases

Breakdown of Hours by Phase and Department

Hours	Architectural Hours	Civil Hours	Electrical Hours	Mechanical Hours	Water Resources Hours	ADMIN. Hours	Total Hours
Pre-Design/Study/Programming	0.00	59.00	0.00	0.00	0.00	0.00	59.00
Preliminary Design/Schematics (30%)	0.00	8.00	0.00	0.00	0.00	0.00	8.00
Design Development (60%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Documents (90%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Final Design (100%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bidding/Award	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Admin. Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Closeout	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	67.00	0.00	0.00	0.00	0.00	67.00

Breakdown of Fees by Phase and Department

Cost	Architectural Fees	Civil Fees	Electrical Fees	Mechanical Fees	Water Resources Fees	ADMIN. Fees	Total Fees
Pre-Design/Study/Programming	\$0.00	\$8,255.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,255.00
Preliminary Design/Schematics (30%)	\$0.00	\$1,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,560.00
Design Development (60%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction Documents (90%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Final Design (100%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bidding/Award	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin. Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Closeout	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$9,815.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,815.00

TOTAL SUBS-BASIC FEE	\$79,496.00
TOTAL OTHER DIRECT EXPENSES	\$91.00
TOTAL BASIC FEE	\$89,402.00

CONTRACT AMOUNT
Zip Franklin Mem Airport AMP Update
Lea county

MOLZENCORBIN

Kent freier

COST

**CALCULATED
CONTRACT AMOUNT**

BASIC FEE (Labor)				
SUBTOTAL LABOR				\$9,815.00
OTHER DIRECT SUBCONSULTANTS	Sub Type	Phase		
Coffman Associates	Airport Planning		\$74,996.00	
Harcrow Surveying	Survey		\$4,500.00	
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				\$79,496.00
Reimbursable Markup (if any)			0%	\$0.00
SUBTOTAL OTHER DIRECT SUBCONSULTANTS			\$79,496.00	\$79,496.00
OTHER DIRECT EXPENSES (ODE'S)				
		Quantity		
In-House Copies	\$0.11	100.00	\$11.00	
In-House Color Copies (8 1/2 x 11)	\$1.00	10.00	\$10.00	
In-House Color Copies (11 x 17)	\$2.00	10.00	\$20.00	
In-House Large Format Plots	\$3.00		\$0.00	
Commercial Copies	\$0.06		\$0.00	
Commercial Prints	\$1.02		\$0.00	
Commercial Color Copies	\$1.50		\$0.00	
In-House or Commercial Mylars	\$10.50		\$0.00	
Mileage	\$0.580		\$0.00	
Commercial Travel				
Lodging-Per Diem (Verify With Accounting)	\$94.00		\$0.00	
Meals - Per Diem (per person /day) (Verify With Accounting)	\$55.00		\$0.00	
Photo				
Postage			\$50.00	
Supplies				
SUBTOTAL OTHER DIRECT EXPENSES				\$91.00
TOTAL BASIC FEE				\$89,402.00
REIMBURSABLE SUBCONSULTANTS			Phase	
Subconsultant Subtotal			\$0.00	\$0.00
Mark-up (if any)			10%	\$0.00
Observation Total From Observation Contract Amount (Excluding GRT)				\$0.00
In House Survey From Survey Contract Amount (Excluding GRT)				\$0.00
SUBTOTAL ADDITIONAL SERVICES				\$0.00
REIMBURSABLES				
		Quantity		
In-House Copies	\$0.11		\$0.00	
In-House Color Copies (8 1/2 x 11)	\$1.00		\$0.00	
In-House Color Copies (11 x 17)	\$2.00		\$0.00	
In-House Large Format Prints	\$3.00		\$0.00	
In-House Large Format Plots	\$3.00		\$0.00	
Commercial Copies	\$0.06		\$0.00	
Commercial Prints	\$1.02		\$0.00	
Commercial Color Copies	\$1.50		\$0.00	
In-House or Commercial Mylars	\$10.50		\$0.00	
Mileage	\$0.545		\$0.00	
Bidding Documents (Specs & Plans)				
Commercial Travel				
Lodging-Per Diem (per person/per day)	\$89.00		\$0.00	
Meals - Per Diem (per person /per day)	\$51.00		\$0.00	
Photo				
Postage				
Supplies/Misc.				
SUBTOTAL REIMBURSABLES				\$0.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES				\$89,402.00
NMGRT				\$7,040.41
TOTAL				\$96,442.41

7.8750% INFO ONLY LC 8.3125
INFO ONLY Carlsbad 7.6458

EXHIBIT A
SCOPE OF SERVICES
FOCUSED NARRATIVE REPORT
AND
AIRPORT LAYOUT PLAN DRAWING SET UPDATE
FOR
LEA COUNTY – ZIP FRANKLIN MEMORIAL AIRPORT (LOVINGTON)
LEA COUNTY, NEW MEXICO

INTRODUCTION

The objective of this effort is to update the Zip Franklin Memorial Airport (the Airport) Airport Layout Plan (ALP) drawing set and provide a Focused Narrative Report supporting the proposed changes and/or revisions to the ALP. The Narrative Report will focus on the facility changes and development direction of the Airport that has occurred since the preparation of the 2015 master plan and subsequent ALP update approved by the Federal Aviation Administration in May 2015.

The Focused Narrative Report will include basic aeronautical forecasts; the identification of future facility needs; recommended development concept and basis for proposed items; and capital improvement program (CIP) project scheduling and costs for a five-year planning horizon. The Focused Narrative Report and the updated ALP drawing set will also reflect new policies and development direction provided by Lea County (the Sponsor).

The Consultant (Coffman Associates), in association with the Airport's on-call engineer (Molzen Corbin) will prepare the Focused Narrative Report and the ALP drawing set in accordance with Federal Aviation Administration (FAA) requirements, including Advisory Circular (AC) 150/5070-6B, *Airport Master Plans* (as amended), AC 150/5300-13A, *Airport Design* (as amended), and guidelines for the preparation of an Airport Layout Plan as defined by the FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans* (October 1, 2013).

ELEMENT 1 – FOCUSED NARRATIVE REPORT

Task 1.1 - Inventory Airport and Environs

Description: Perform complete inventory of airport facilities, land uses, and the surrounding environs. The inventory will include an examination of plans and documents as well as a thorough on-site inspection of facilities to determine its type, size, and use with specific emphasis on facilities that have changed since the preparation of the 2015 master plan. The work effort

will make maximum use of existing information available at the Airport and through Sponsor departments. The following relevant areas are included as a minimum:

Airfield: Record of pavement strengths and conditions (all runways, taxiways, and aprons); lighting and NAVAID systems.

Fixed Base Operator (FBO)/General Aviation (GA) Services Complex: Square footage of structures and use; fuel storage capacity (by fuel grade) and location of tanks.

Ancillary Facilities: Other businesses and support services on the Airport (define type of business and building size); aircraft rescue and firefighting (ARFF) and maintenance facilities and description of equipment.

Air Traffic Activity: Air traffic activity data for the Airport will be assembled and organized from various sources. Relevant data on general aviation (private and corporate) activity will be collected. Data will be obtained from Lea County, the FAA Regional and District Offices, NMDOT, and the FAA *Terminal Area Forecasts* (TAF). The assembled data will include historical operations and based aircraft by type.

Task 1.2 - Obtain Available Aerial Photography and Topographic/Planimetric Mapping

Description: Available digital color aerial photography and topographic/planimetric mapping (estimated one-foot contours) of the Airport and surrounding environs will be obtained from the Sponsor and/or Molzen Corbin for input into the Focused Narrative Report and ALP drawing set.

Task 1.3 - Revalidate Aviation Demand Forecasts

Description: Revalidate aviation demand forecasts prepared as part of the 2015 master plan using simple methodologies and taking into consideration forecasts from other sources such as the 2015 master plan, FAA TAF, and NMDOT. A final refinement of activity forecasts will be conducted to integrate the effects of changing technology and will result in estimates of aviation demand for the short term (5 Years), intermediate term (10 Years), and long term (20 Years), which will be presented as follows:

- a) Based aircraft totals and mix.
- b) Annual operations by type (local, itinerant).
- c) Current and future critical design aircraft (based on FAA AC 150/5000-17, *Critical Aircraft and Regular Use Determination*).

The revalidation of forecasts prepared in this task will be submitted to the FAA for review and approval.

Task 1.4 – Update Airfield and Landside Facility Requirements

Description: Update a list of facility requirements needed to meet demands for the Airport for existing, short-term, intermediate-term, and long-term timeframes based on the revalidated forecasts in Task 1.3, facility requirements identified in the 2015 master plan, and physical planning and safety design criteria associated with the critical design aircraft.

Facility requirements to meet aviation demand for the airfield will include (but not be limited to) runways, taxiways, lighting, navigational aids, and marking and signage. Landside facilities necessary to support the airfield and its related activity such as the general aviation terminal building, fuel/fuel farm, airport maintenance, hangars, automobile parking, and revenue support facilities will be developed under this task. These facility requirements will be compared to those that presently exist to identify the future development items needed to maintain adequate service, function, and operations of the Airport.

Task 1.5 - Update the Airport's Recommended Development Concept

Description: Based on the information developed in previous tasks, the 2015 master plan, and considering the input of the Sponsor, a single recommended development concept for the airport facilities will be updated. The recommendation for the most prudent and feasible development concept will become the basis for the development of airport plans and capital programming.

Task 1.6 – Prepare the Capital Improvement Program

Description: Based upon the previous evaluations and 2015 master plan, prepare a recommended five-year CIP based on safety, demand, and maintenance needs. Cost estimates for each project will be prepared to reflect the funds needed from federal and state grant-in-aid programs and to determine the net amount of capital funds required by the Sponsor to accomplish the proposed improvements for the Airport.

Task 1.7 - Prepare Focused Narrative Report

Description: A draft Focused Narrative Report will be prepared based on information included in the preceding tasks. An electronic draft copy (PDF format) of the report will be provided for the initial review by the Sponsor. Review comments and revisions received from the Sponsor will be incorporated as appropriate into a final Focused Narrative Report. Five (5) copies of the final Focused Narrative Report will be provided to the Sponsor along with an electronic copy (PDF format). It will be the responsibility of the Sponsor to coordinate the Narrative Report with the FAA and NMDOT.

Task 1.8 - Coordination Meeting

Description: One (1) coordination meeting is budgeted for the project. The meetings can be used for coordination with, or presentations to, the Sponsor, airport users, and/or FAA or other agencies as necessary. **It is anticipated that this coordination meeting will be held in**

conjunction with the coordination meeting associated with the Focused Narrative Report and ALP Update for Jal Airport.

ELEMENT 2 - AIRPORT LAYOUT PLAN DRAWING SET UPDATE

The purpose of this study element is to update the ALP drawing set for the Airport. All plans will be prepared in a format which complies with the content contained within FAA's current guidelines for the preparation of an ALP as defined by the FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans (October 1, 2013)*, and which is readily acceptable to the FAA and can be utilized by the Sponsor in carrying out implementation. The drawings will be a deliverable item to the Sponsor at the completion of this project. The ALP drawing set will be included as an appendix in the final Focused Narrative Report document. A narrative will also be included in the appendix to better describe the intended functions of the proposed drawings. Available topographic/planimetric mapping of the Airport and surrounding environs will be obtained from the Sponsor and/or Molzen Corbin as well as the ALP approved in 2015 for input into ALP drawing set.

Task 2.1 - Prepare Title Sheet, Data Sheet, and Airport Layout Plan Drawing

Description: Following the Recommended Development Concept developed under the preceding element, and FAA AC 150/5070.6B, *Airport Master Plan*, an ALP for the Airport will be prepared. The ALP will reflect updated physical features, location of airfield facilities (runways, taxiways, nav aids, etc.), and existing landside development. Development of recommended landside and airfield facilities, including runways and taxiways; property and runway protection zone boundaries; and revenue support areas will also be shown. Guidelines for the preparation of the ALP as defined by the FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans (October 1, 2013)* will be followed.

Task 2.2 - Prepare Terminal Area Drawing(s)

Description: Update the Terminal Area Drawing(s) reflecting recommended development on the landside development areas as resulting from the recommendations of this study in conformance with SOP 2.00, Appendix A, Section A.8.

Task 2.3 - Prepare Part 77 Airspace Drawing(s)

Description: Update the existing and ultimate Airport Airspace Drawing(s) in conformance with 14 CFR Part 77 and SOP 2.00, Appendix A, Section A.5. The set will include an identification of obstructions and an obstruction data table. Obstruction information will be obtained from existing approach plans, currently published obstruction surveys, and the current Airport Obstruction (OC) chart (as available). U.S.G.S. base maps will be superimposed on the airspace drawing. A plan for the disposition of the obstructions, as identified, will also be included as part of the obstruction data table.

Task 2.4 - Prepare Inner Approach Surface Drawing(s)

Description: Update the existing inner portion of the approach surface drawing in accordance with SOP 2.00, Appendix A, Section A.6. Obstruction information will be obtained from existing approach plans, obstruction surveys, new aerial surveys, and the current Airport Obstruction (OC) chart (as available).

Task 2.5 - Prepare Land Use Drawing

Description: A land use plan reflecting both on- and off-airport land use and zoning in proximity to the airport will be prepared. This will include airfield development areas, general aviation areas, ground access and vehicular circulation system service areas, and distinctions between aeronautical and non-aeronautical uses (if any). Guidelines for the preparation of the On-Airport Land Use Drawing will follow SOP 2.00, Appendix A, Section A.9. Noise contours will not be prepared as part of this study. Noise contours prepared during the 2015 Master Plan will be utilized as appropriate.

Task 2.6 - Prepare Departure Surface Drawings

Description: Prepare new departure surface drawings in accordance with SOP 2.00, Appendix A, Section A.7. Obstruction information will be obtained from existing approach plans, obstruction surveys, new aerial surveys, and the current Airport Obstruction (OC) chart (as available).

Task 2.7 - Prepare Airport Property Map – Exhibit A

Description: Update the Exhibit A - Airport Property Map, including the appropriate graphics and information to indicate the type of acquisition (i.e., federal funds, surplus property, local funds only, etc.) of various land areas within the Airport's boundaries. The primary intent of the drawing is to identify and/or delineate all designated airport property owned or to be acquired by the airport owner. The drawing will provide an inventory all of the parcels which currently make up the Airport, or are proposed for acquisition by the Sponsor. The drawing will inventory all of the parcels, which currently make up the Airport, or are proposed for acquisition by the airport sponsor. Details will be limited to the depiction of existing and future facilities (i.e., runways, taxiways, runway protection zones, and terminal facilities) which would indicate aeronautical need for airport property. This work effort will utilize information obtained from the current "Exhibit A - Property Map" as well as other sources. The Property Map will be updated in conformance with the guidelines outlined in FAA Airports ARP SOP 3.00 *Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps (October 1, 2013)*. **The Sponsor will provide historical information, including deeds, regarding the acquisition of existing Airport property and easements, as well as boundary surveys, as needed. In addition, this work effort will utilize information obtained from the current Airport Property Map dated February 2015. In the event a Title Survey is needed to gather more information**

for the preparation of the Exhibit “A” Property Map, the associated expenses will be covered by the Sponsor.

Task 2.8 - Prepare Draft ALP Drawing Set

Description: Preparation of up to five (5) copies of the full drawing sets for submission to the Sponsor, and subsequent comprehensive agency review by FAA and NMDOT. Drawings will be a minimum size of 24” x 36”. The Sponsor will provide up to three (3) unsigned copies of the full ALP drawing set to the FAA for review. The Sponsor will also provide one (1) full set of drawings to the NMDOT for review. It is anticipated that the FAA and NMDOT reviews will be based upon FAA ARP SOPs 2.00 and 3.00.

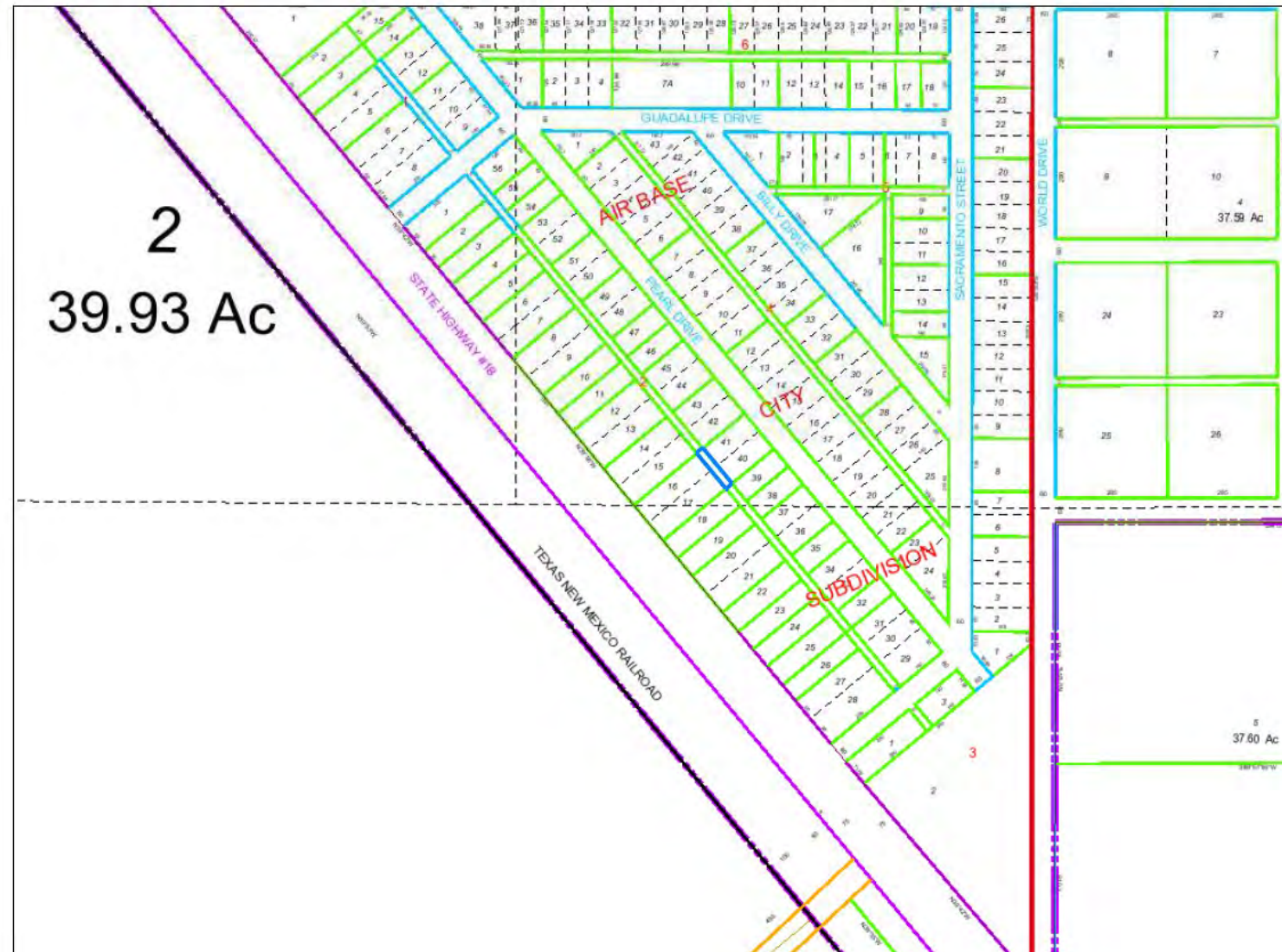
Task 2.9 - Prepare Final ALP Drawing Set

Description: Revise the draft ALP drawing set prepared in Task 2.8 to reflect comments received from the FAA and NMDOT review. Upon approval from the Sponsor, provide up to five (5) copies of the revised ALP drawing set to the Sponsor for their signature. The Sponsor will forward the signed drawings to the FAA for final approval. A final copy of the ALP drawing set will be provided to the Sponsor, FAA, and NMDOT in both paper and electronic (PDF) format.

EXHIBIT B							
COST SUMMARY							
FOCUSED NARRATIVE REPORT AND AIRPORT LAYOUT PLAN DRAWING SET UPDATE							
LEA COUNTY - ZIP FRANKLIN MEMORIAL AIRPORT							
LEA COUNTY, NEW MEXICO							
PREPARED BY: COFFMAN ASSOCIATES, INC.							
MARCH 2021							
	PERSON HOURS			COSTS			
	PRINCIPAL	PROFESSIONAL	TECHNICAL	TOTAL		TASK	
ELEMENT/TASK	\$290	\$164	\$112	LABOR	EXPENSES	TOTAL	
ELEMENT 1 - FOCUSED NARRATIVE REPORT							
1.1	Inventory Airport and Environs	8	12	0	\$4,288	\$1,000	\$5,288
1.2	Obtain Available Aerial Photography and Topographic/Planimetric Mapping	0	0	8	\$896	\$0	\$896
1.3	Revalidate Aviation Demand Forecasts	4	16	4	\$4,232	\$0	\$4,232
1.4	Update Airfield and Landside Facility Requirements	0	12	4	\$2,416	\$0	\$2,416
1.5	Update the Airport's Recommended Development Concept	4	16	8	\$4,680	\$0	\$4,680
1.6	Prepare the Capital Improvement Program	4	16	4	\$4,232	\$0	\$4,232
1.7	Prepare Focused Narrative Report (5 Hard Copies and PDF)	4	16	16	\$5,576	\$500	\$6,076
1.8	Coordination Meeting (1)	8	8	4	\$4,080	\$1,000	\$5,080
SUBTOTAL - ELEMENT 1		32	96	48	\$30,400	\$2,500	\$32,900
ELEMENT 2 - AIRPORT LAYOUT PLAN DRAWING SET UPDATE							
2.1	Prepare Title Sheet, Data Sheet, and Airport Layout Plan Drawing	4	12	72	\$11,192	\$0	\$11,192
2.2	Prepare Terminal Area Drawing(s)	0	8	12	\$2,656	\$0	\$2,656
2.3	Prepare Part 77 Airspace Drawing(s)	0	8	12	\$2,656	\$0	\$2,656
2.4	Prepare Inner Approach Surface Drawing(s)	0	8	12	\$2,656	\$0	\$2,656
2.5	Prepare Land Use Drawing	0	8	8	\$2,208	\$0	\$2,208
2.6	Prepare Departure Surface Drawings	0	8	12	\$2,656	\$0	\$2,656
2.7	Prepare Airport Property Map - Exhibit A	4	12	16	\$4,920	\$0	\$4,920
2.8	Prepare Draft ALP Drawing Set (5 Copies)	4	16	16	\$5,576	\$1,000	\$6,576
2.9	Prepare Final ALP Drawing Set (5 Copies)	4	16	16	\$5,576	\$1,000	\$6,576
SUBTOTAL - ELEMENT 2		16	96	176	\$40,096	\$2,000	\$42,096
PROJECT TOTAL		48	192	224	\$70,496	\$4,500	\$74,996

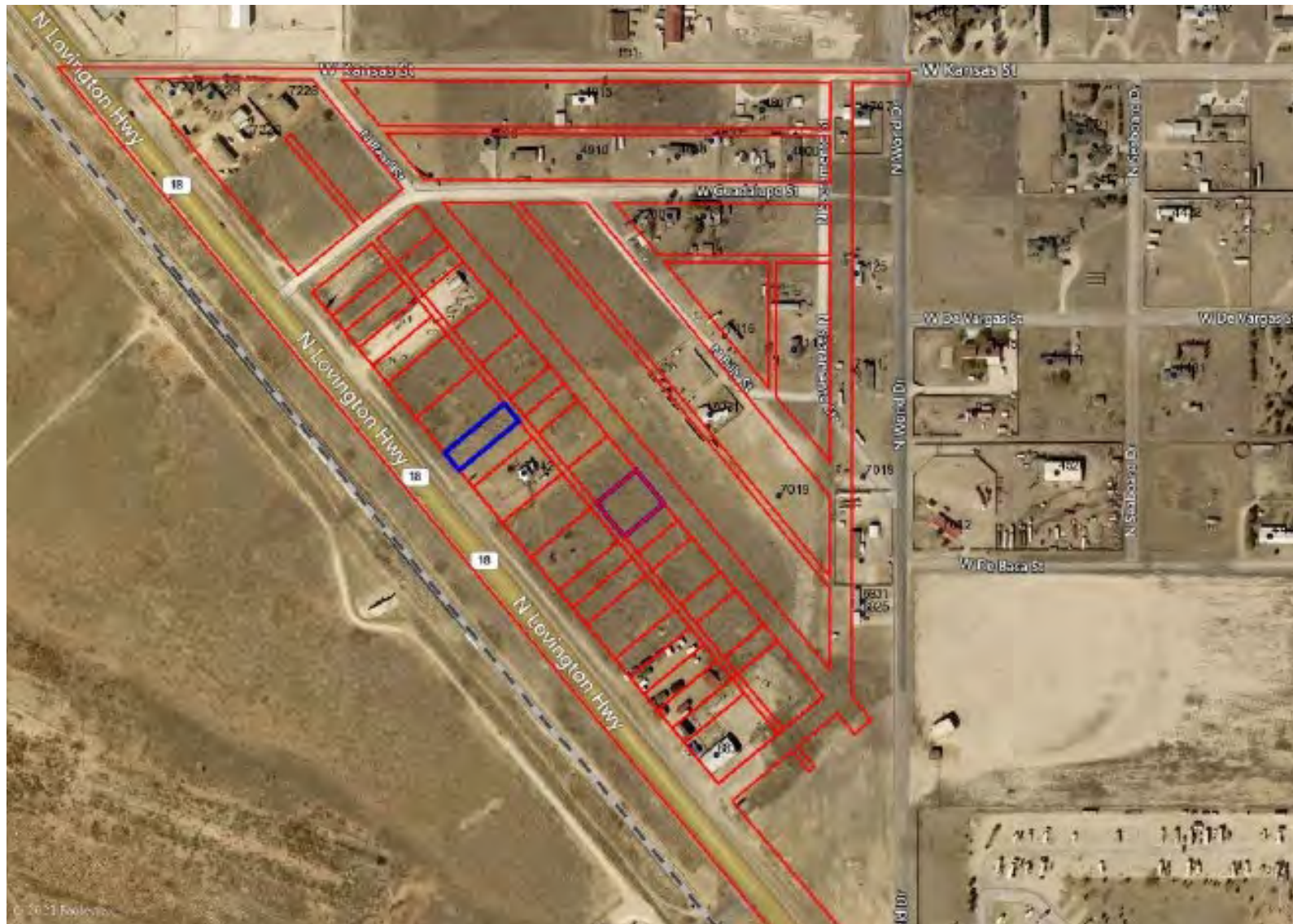


Consideration of Lea County Resolution No. 21-JUL-157R Approving a Recommendation from a Freeholders Committee Declaring the Vacation and Abandonment of Dedicated Alley in Air Base City Subdivision, Block 2 in Section 1, Township 18 South, Range 37 East, N.M.P.M. in Lea County, New Mexico





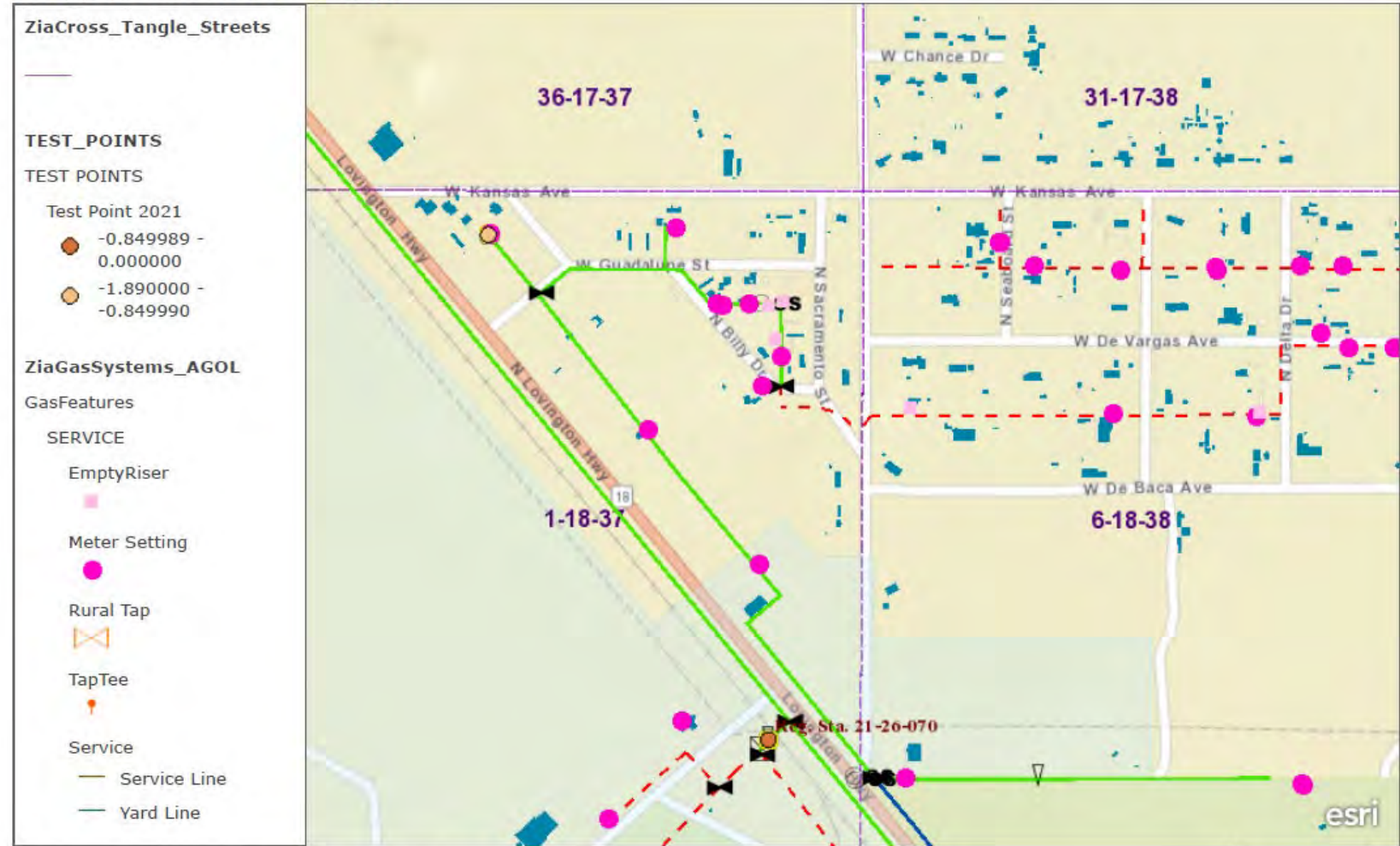
Consideration of Lea County Resolution No. 21-JUL-157R Approving a Recommendation from a Freeholders Committee Declaring the Vacation and Abandonment of Dedicated Alley in Air Base City Subdivision, Block 2 in Section 1, Township 18 South, Range 37 East, N.M.P.M. in Lea County, New Mexico





Consideration of Lea County Resolution No. 21-JUL-157R Approving a Recommendation from a Freeholders Committee Declaring the Vacation and Abandonment of Dedicated Alley in Air Base City Subdivision, Block 2 in Section 1, Township 18 South, Range 37 East, N.M.P.M. in Lea County, New Mexico

GAS_SYSTEM_HOBBS-Seborn



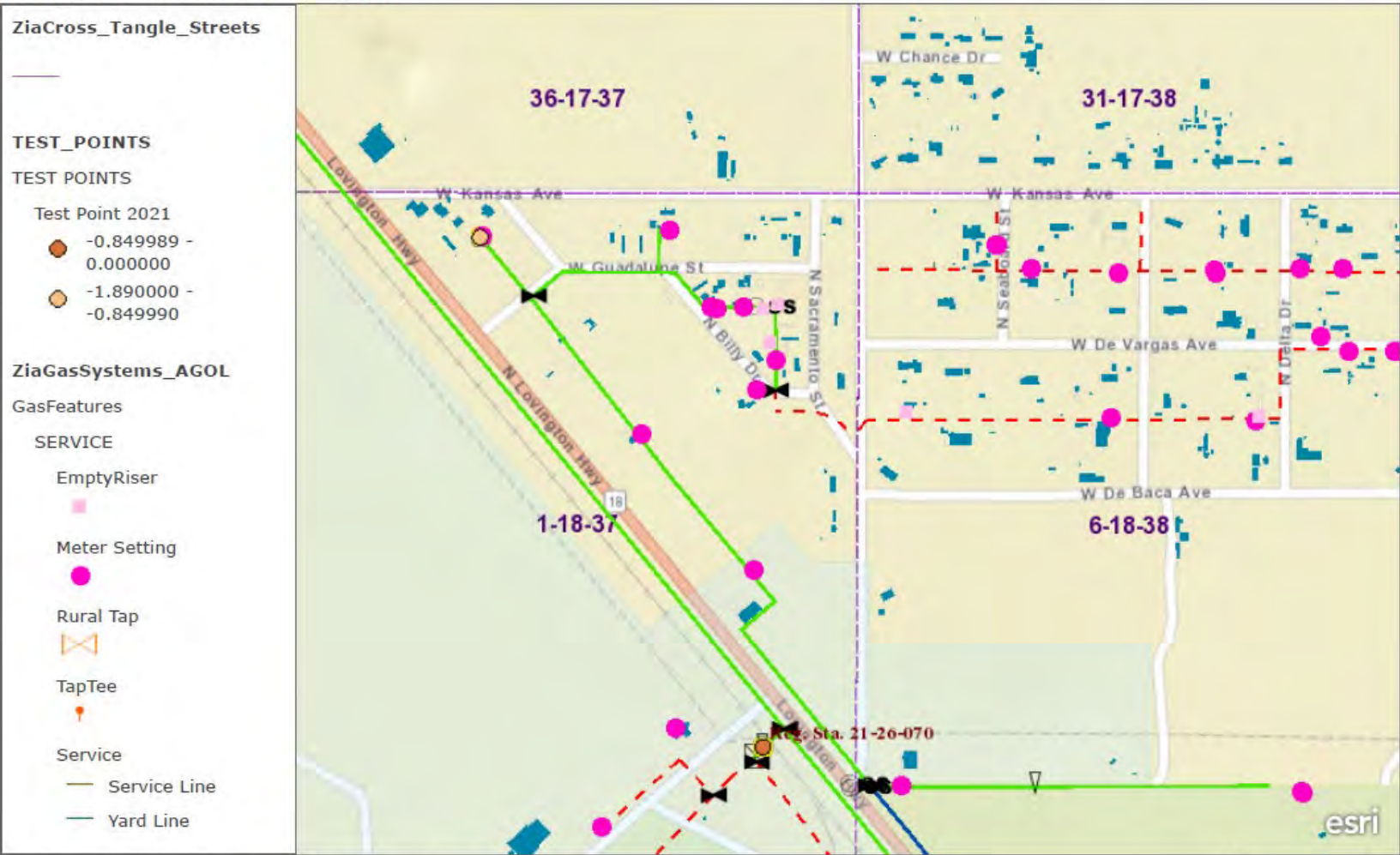
Hobbs Gas System for Viewing on ArcGIS Online

City of Hobbs, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS



Consideration of Lea County Resolution No. 21-JUL-157R Approving a Recommendation from a Freeholders Committee Declaring the Vacation and Abandonment of Dedicated Alley in Air Base City Subdivision, Block 2 in Section 1, Township 18 South, Range 37 East, N.M.P.M. in Lea County, New Mexico

GAS_SYSTEM_HOBBS-Seborn



Hobbs Gas System for Viewing on ArcGIS Online

600ft

City of Hobbs, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS



Consideration of Lea County Resolution No. 21-JUL-157R Approving a Recommendation from a Freeholders Committee Declaring the Vacation and Abandonment of Dedicated Alley in Air Base City Subdivision, Block 2 in Section 1, Township 18 South, Range 37 East, N.M.P.M. in Lea County, New Mexico

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-157R

**A RESOLUTION APPROVING A RECOMMENDATION FROM A FREEHOLDERS COMMITTEE
DECLARING THE VACATION AND ABANDONMENT OF DEDICATED ALLEY IN
AIR BASE CITY SUBDIVISION, BLOCK 2 IN SECTION 1, TOWNSHIP 18 SOUTH, RANGE 37 EAST,
N.M.P.M. IN LEA COUNTY, NEW MEXICO**

WHEREAS, Lea County received a request to vacate a dedicated alley in Air Base City Subdivision, Block 2 being east of the Lovington Highway and west of Pearl Drive; and

WHEREAS, pursuant to NMSA 1978 § 67-5-4, the Lea County Board of County Commissioners appointed a three-person freeholders' committee on June 10, 2021; and

WHEREAS, three-person freeholders committee evaluated and recommends to the Lea County Board of County Commissioners that said alley be vacated.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that the freeholder's recommendation for said alley to be vacated and abandoned pursuant to NMSA 1978 § 67-5-4 is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

PASSED, APPROVED AND ADOPTED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney



LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 07/08/2021	SUBMITTED BY Name, Title, Dept: Bruce Reid, Planner, Planning-GIS
SUBJECT: Approval of vacation of alley in Air Base City, Block 2, in Section 1, Township 18 South, Range 37 East.	ATTACHMENT(S): Power Point Resolution
NO. OF ORIGINALS FOR SIGNATURE: 1	ACTION REQUESTED: Action Item
BUDGET LINE ITEM NUMBER: NA	FISCAL BUDGET YEAR: NA
STRATEGIC PLAN Implementation of 5 Year Strategic Plan: Section 3.3 Infrastructure and Facilities: The County shall provide a safe, reliable, and efficient transportation network, and county facilities shall be maintained and shall meet the changing needs of the public.	
SUMMARY: A Freeholders Committee was assembled in June to access the vacation of the alley in Air Base City Subdivision, Block 2. Letter were sent to all property owners. No property owners returned a negative opinion about the vacation of the alley. 1 or 2 request if they could vacate the alley behind their property in Block 2 of Air Base City Subdivision. It was explained if this vacation goes through then the complete alley in Block 2 would be vacated and no one would need to ask for another vacation. Zia Gas Company stated the they have a gas line in place in said alley. They would prefer the alley not be vacated. If the alley is vacated, then Zia Gas Company still retains their easement to check, repair, and replace the gas line. The following images show the Jourdan's property; Air Base City Block 2; and the green gas line from Zia Villa RV Park up to Block 1 in Air Base City.	
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other:	See Additional Summary Attached <input type="checkbox"/>
SUBMITTER'S RECOMMENDATION(S): Freeholder's Committee states approval	Submitter's Signature Department Director, Etc. Bruce Reid <small>Digitally signed by Bruce Reid Date: 2021.07.09 09:55:07 -06'00'</small>
FINANCE REVIEW Fiscal Impact/Cost: There is no financial impact to Lea County with this agenda item.	Reviewed by Finance Director Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2021.07.12 09:22:13 -06'00'</small>
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda <small>Digitally signed by Michael P. Gallagher II Date: 2021.07.21 17:10:06 -06'00'</small>
Item No. <u>0223</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN	
Approved: _____ Resolution No. <u>21-JUL-157R</u> Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____
Other: _____ Ordinance No. _____ Comments: _____	

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-157R

A RESOLUTION APPROVING A RECOMMENDATION FROM A FREEHOLDERS COMMITTEE
DECLARING THE VACATION AND ABANDONMENT OF DEDICATED ALLEY IN
AIR BASE CITY SUBDIVISION, BLOCK 2 IN SECTION 1, TOWNSHIP 18 SOUTH, RANGE 37 EAST,
N.M.P.M. IN LEA COUNTY, NEW MEXICO

WHEREAS, Lea County received a request to vacate a dedicated alley in Air Base City Subdivision, Block 2 being east of the Lovington Highway and west of Pearl Drive; *and*

WHEREAS, pursuant to NMSA 1978 § 67-5-4, the Lea County Board of County Commissioners appointed a three-person freeholders' committee on June 10, 2021; *and*

WHEREAS, three-person freeholders committee evaluated and recommends to the Lea County Board of County Commissioners that said alley be vacated.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that the freeholder's recommendation for said alley to be vacated and abandoned pursuant to NMSA 1978 § 67-5-4 is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

PASSED, APPROVED AND ADOPTED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

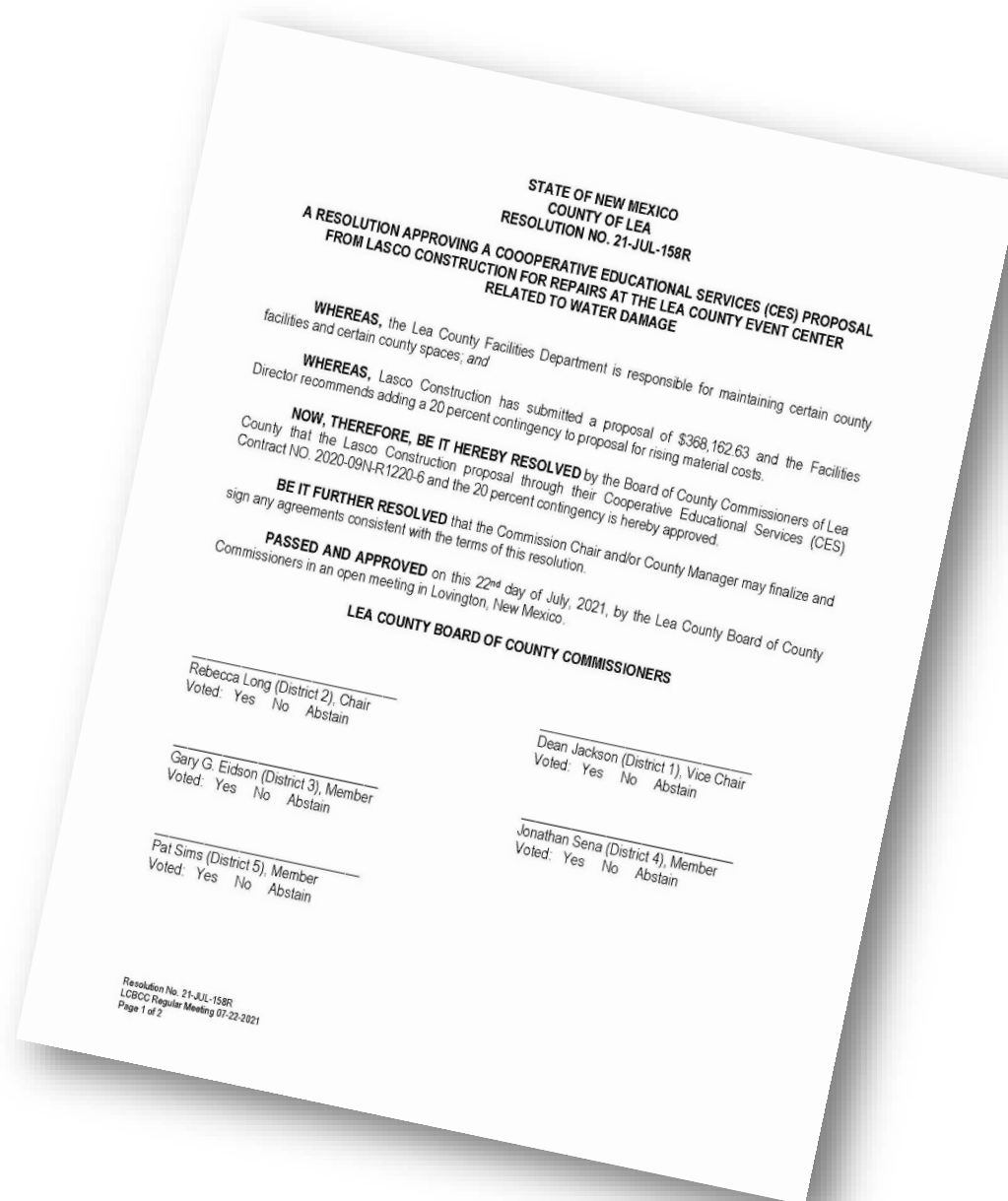
**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney



Consideration of Lea County Resolution No. 21-JUL-158R Approving a Cooperative Educational Services (CES) Proposal from Lasco Construction for Repairs at the Lea County Event Center Related to Water Damage





**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net
& cc the Executive Coordinator ssout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 07/08/2021	SUBMITTED BY Name, Title, Dept: Edmundo R Lara II / Facilities Director	
SUBJECT: Lasco's CES proposal for repairs at the Lea County Event Center with a 20 percent contingency.	ATTACHMENT(S): (1). Proposals (2). Resolution (3). Power Point	
NO. OF ORIGINALS FOR SIGNATURE: (1). Resolution	ACTION REQUESTED: Action Item	
BUDGET LINE ITEM NUMBER: 463-31-4778	FISCAL BUDGET YEAR: 2021-2022	
STRATEGIC PLAN Implementation of 5 Year Strategic Plan: Section 3.3 Infrastructure and Facilities (6). Efficient use of utilities and technology county Facilities Section 3.5 Safety * Lea County Shall be a Safe Community *		
SUMMARY: Lasco's CES proposal is \$368,162.63. I would like to add an additional 20 percent as a contingency due to the rapid cost increases of building supplies. This would make the total \$441,795.16. The needed repairs are a result of the severe freeze event that we had towards the beginning of the year. Repairs include plumbing, electrical, flooring, and walls. The affected areas include the Banquet Lobby entrance, Banquet Hall rooms, and Kitchen.		
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____ If checked, how many:	See Additional Summary Attached <input type="checkbox"/>	
SUBMITTER'S RECOMMENDATION(S):	Submitter's Signature Department Director, Etc. Edmundo R Lara II <small>Digitally signed by Edmundo R Lara II DN: cn = Edmundo R Lara II, email = edl@leacounty.net, c = AZ, o = Lea County, ou = Facilities Date: 2021.07.08 16:29:27 -0700</small>	
FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be expenditures from the Event Center Fund not to exceed \$441,795.16. Funds are budgeted and available in 463-31-4778.	Reviewed by Finance Director Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2021.07.12 09:39:27 -06'00'</small>	
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney	
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda <i>Michael P. Gallagher II</i> <small>Digitally signed by Michael P. Gallagher II Date: 2021.07.21 16:41:54 -0500</small>	
Item No. <u>0224</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN		
Approved: _____ Resolution No. <u>21-JUL-158R</u> Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____	Other: _____ Ordinance No. _____ Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-158R

**A RESOLUTION APPROVING A COOPERATIVE EDUCATIONAL SERVICES (CES) PROPOSAL
FROM LASCO CONSTRUCTION FOR REPAIRS AT THE LEA COUNTY EVENT CENTER
RELATED TO WATER DAMAGE**

WHEREAS, the Lea County Facilities Department is responsible for maintaining certain county facilities and certain county spaces; *and*

WHEREAS, Lasco Construction has submitted a proposal of \$368,162.63 and the Facilities Director recommends adding a 20 percent contingency to proposal for rising material costs.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that the Lasco Construction proposal through their Cooperative Educational Services (CES) Contract NO. 2020-09N-R1220-6 and the 20 percent contingency is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

PASSED AND APPROVED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney



PHONE (575) 383-9181
FAX (575) 397-4893

BOX 877

314 W. MARLAND

HOBBS, N.M. 88241

June 29, 2021

Lea County
100 N. Main Suite 11
Lovington, NM 88260

Attn: Edmundo Lara

Re: Lea County Event Center Water Damage

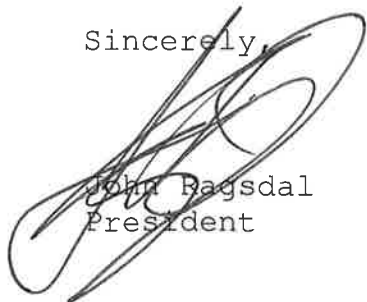
Lasco Construction, Inc. is pleased to present you with a **CES** proposal for the following:

General Conditions	\$ 48,779.00
Site work	56,055.60
Carpentry	13,375.00
Finishes	127,591.14
Plumbing	16,800.00
Electrical	<u>33,200.00</u>

Price	\$295,800.74
19% P/O	<u>56,202.14</u>
	352,002.88
Less 4% discount	<u>(14,080.12)</u>
	337,922.76
Bond	<u>6,758.46</u>
	344,681.22
Tax 6.8125%	<u>23,481.41</u>
Total	<u>\$368,162.63</u>

If you have any questions please let me know.

Sincerely,



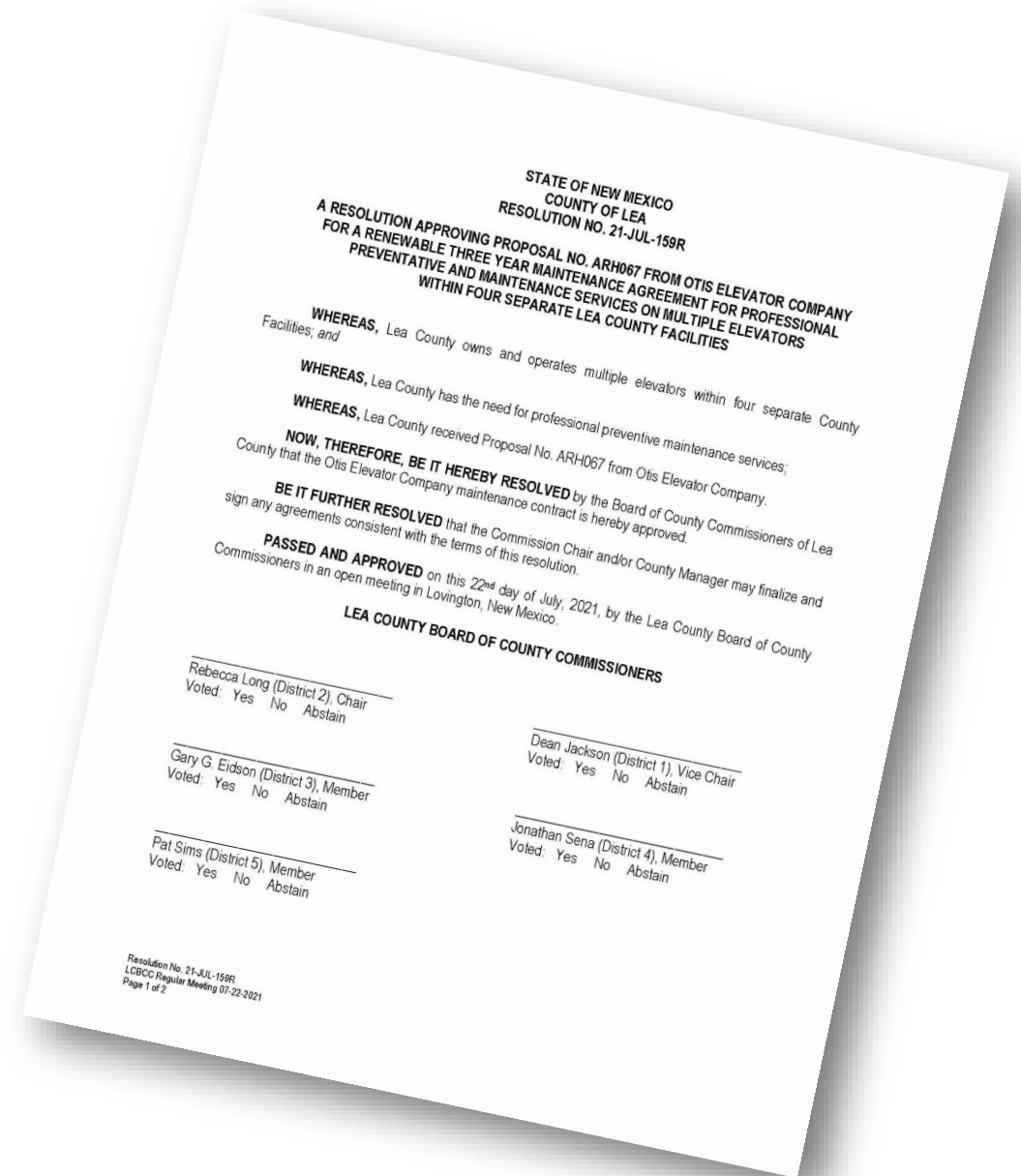
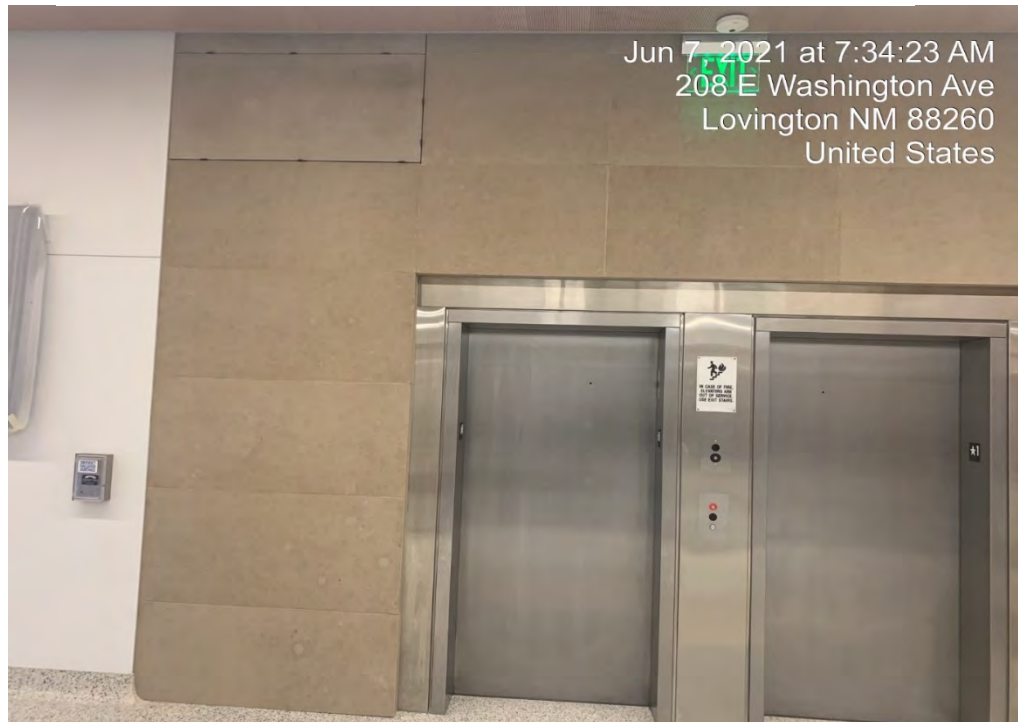
John Baggsdal
President

JR/je



Consideration of Lea County Resolution No. 21-JUL-159R Approving Proposal No. ARH067 from Otis Elevator Company for a Renewable Three Year Maintenance Agreement for Professional Preventative and Maintenance Services on Multiple Elevators Within Four Separate Lea County Facilities

OTIS





**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net
& cc the Executive Coordinator ssout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 07/08/2021	SUBMITTED BY Name, Title, Dept: Edmundo R. Lara II / Facilities Director	
SUBJECT: Otis Maintenance Contract on Lea County Elevators	ATTACHMENT(S): (1). Contract (2). Resolution (3). Power Point	
NO. OF ORIGINALS FOR SIGNATURE: (1) Contract (2). Resolution	ACTION REQUESTED: Action Item	
BUDGET LINE ITEM NUMBER: 401-03-2700	FISCAL BUDGET YEAR: 2021-2022	
STRATEGIC PLAN Implementation of 5 Year Strategic Plan: Section 3.3 Infrastructure and Facilities (6). Efficient use of utilities and technology county Facilities Section 3.5 Safety "Lea County Shall be a Safe Community"		
SUMMARY: Edmundo Lara contacted Otis Elevator Company with regards to a yearly maintenance contract for elevator maintenance services. Otis Elevator Company has provided Lea County with a renewable three year contract that has an annual payment of \$58,188.00. Otis Maintenance is a full preventive maintenance service intended to protect our investment, extend equipment life. Edmundo Lara recommends utilizing the services of Otis Elevator Company.		
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____ If checked, how many:	See Additional Summary Attached <input type="checkbox"/>	
SUBMITTER'S RECOMMENDATION(S):	Submitter's Signature Department Director, Etc. Edmundo R Lara II <small>Digitally signed by Edmundo R. Lara II DN: CN=Edmundo R. Lara II email= mlara@leacounty.net C=US O=Lea County OU=Facilities Date: 2021.07.08 16:19:00 -06'00'</small>	
FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be expenditures from the Facilities Fund of \$58,188.00. Funds are budgeted and available in 401-03-2700.	Reviewed by Finance Director Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2021.07.19 10:50:58 -06'00'</small>	
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney	
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda <i>Michael Collopy</i> <small>Digitally signed by Michael P. Gallagher II Date: 2021.07.21 16:17:00 -06'00'</small>	
Item No. <u>0225</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN		
Approved: _____ Resolution No. <u>21-JUL-159R</u> Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____	Other: _____ Ordinance No. _____ Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-159R

**A RESOLUTION APPROVING PROPOSAL NO. ARH067 FROM OTIS ELEVATOR COMPANY
FOR A RENEWABLE THREE YEAR MAINTENANCE AGREEMENT FOR PROFESSIONAL
PREVENTATIVE AND MAINTENANCE SERVICES ON MULTIPLE ELEVATORS
WITHIN FOUR SEPARATE LEA COUNTY FACILITIES**

WHEREAS, Lea County owns and operates multiple elevators within four separate County Facilities; *and*

WHEREAS, Lea County has the need for professional preventive maintenance services;

WHEREAS, Lea County received Proposal No. ARH067 from Otis Elevator Company.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that the Otis Elevator Company maintenance contract is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

PASSED AND APPROVED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney



DATE: 05/10/2021

TO:
Lea County
100 E. Central
Lovington, NM 88260

FROM:
Otis Elevator Company
6400-D Airpt Rd, Ste Hh
El Paso, TX 79925

EQUIPMENT LOCATION:
LEA COUNTY

Scott Hollingsworth
Phone: (505) 345-8189

PROPOSAL NUMBER: ARH067

EQUIPMENT DESCRIPTION:

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
4	GEARLESS	OTIS ELEVATOR COMPANY	ELV 1 433-1162 , ELV 2 433-1160 , ELV 4 STAFF , ELV 3 CUSTODY	640484, 640485, 640486, 640487
3	HYDRAULIC	DOVER	only, only, only	AD9061, AD9062, AD9066
2	TRAVOLATOR	OTIS ELEVATOR COMPANY	a-1, a-2	AD9064, AD9065

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEMSM

We will use the Otis Maintenance Management System preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS[®] scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS standard work processes developed and continuously improved by Otis.

Under this Contract, we will maintain the Units on the following terms and conditions:

**PERFORMANCE
MAINTENANCE**

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.

- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

RELIABILITY

PARTS COVERAGE

If necessary, due to normal usage and wear, Otis will repair or replace any of the parts specified above at their sole discretion, unless specifically excluded elsewhere in the contract. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

In addition, we will replace all wire ropes or coated steel belts as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or Code warrants, we will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring

PARTS INVENTORY

We will during the term of this Contract maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any replacement parts stored in the machine room remain our property until installed in the Units. We further agree to maintain a supply of routine replacement parts available for express delivery in case of emergencies.

QUALITY CONTROL

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

RESPONSIVENESS

24-HOUR DISPATCHING

We will, at your request, provide you with access to eService and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on eService or through an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to: (a) have a representative available to receive and respond to OTISLINE calls; and (b) maintain working telephone equipment.

COMMUNICATION

CUSTOMER REPRESENTATIVE

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS program. There is no additional charge for this consulting service, but by making

this service available to you, Otis does not assume any duty to warn.

REPORTS – eSERVICE

We will use the OMMS program to record completion of maintenance procedures. We will, at your request, provide you access to eService. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use eService.

SAFETY AND ENVIRONMENT

SAFETY TESTS – TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed, and elevator car balances will be checked.

As required by Code, or once every five years at a minimum, we will measure the coated steel belts for safety using a method approved by the manufacturer.

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

SHARED RESPONSIBILITY

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM® monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME

Callbacks outside of regular working hours will be billed at standard overtime rates.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of

ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers. Calls for repairs that fall outside of the scope of this contract will incur charges for travel time, plus vehicle surcharges and expenses.

We will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, modernize or install new attachments to any Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts; (viii) to make any replacements, renewals, or repairs necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We agree that we shall be liable for accidents and injuries to person or property when adjudged to have been caused by the sole negligence or willful misconduct of Otis or our employees. In all other instances, Customer shall indemnify, defend and hold us harmless against all claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) arising out of or connected with the use, repair, maintenance, operation or condition of the Equipment.

We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In the event of an entrapment, Customer will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. Customer agrees that its agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway.

Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, rust, fire, explosion, acts of God, misuse, or vandalism.

If this Agreement is terminated prematurely for any reason, other than our own default, you agree to pay as liquidated damages, and not as a penalty, one-half (50%) of the remaining amount due under this Agreement.

Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

We will not be liable for any claim, injury, delay, death or loss or property resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to Otisline where there is no verbal response to the Otisline operator.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

CONTRACT PRICE AND TERM

CONTRACT PRICE

Four thousand eight hundred forty-nine dollars (\$ 4,849.00) per month, payable Annually

PRICE ADJUSTMENT

Four thousand eight hundred forty-nine dollars (\$ 4,849.00) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on **01/01/2021** which was **88.015**. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

The Contract Price will be adjusted annually on the commencement date by the percentage increase or decrease in the straight time hourly labor cost under the IUEC contract then in effect. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, we may adjust the Contract Price as a result of any substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs.

TERM

The Commencement Date will be 07/01/2021.

The Term of this Contract unless modified under the extended term below, will be for three (3) years beginning on the Commencement Date. The Contract will automatically be renewed on the third anniversary for an additional three (3) years unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current three (3) year term. Thereafter, the Contract will automatically be renewed on each third anniversary for an additional three (3) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current three (3) year term.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

PAYMENTS

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

Electronic Funds Transfer Payments (ACH/EFT)

To set up automatic payments or to make one-time payments, please visit Payinvoicedirect.com to register. Please note, registration is available after your first invoice has been billed.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Scott Hollingsworth
 Title: Territory Sales Manager
 E-mail: scott.hollingsworth@otis.com

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____
 Signed: _____
 Print Name: - _____
 Title - _____
 E-mail: - _____
 Name of Company - _____

Otis Elevator Company

Approved by Authorized Representative

Date: _____
 Signed: _____
 Print Name: Matthew Clark
 Title Branch Sales Manager

- ☐ Principal, Owner or Authorized Representative of Principal or Owner
- ☐ Agent: _____
 (Name of Principal or Owner)

BILL TO INFORMATION

Company Name: _____

Address: _____

Address 2: _____

City: _____

State: _____

Zip Code: _____

ACCOUNTS PAYABLE CONTACT

Name: _____

Phone Number: _____

Fax Number: _____

E-mail: _____

TAX STATUS

Are you tax exempt? Yes No

If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices? Yes No

If yes, please provide contact info for PO renewal:

Name: _____

Fax: _____

Phone: _____

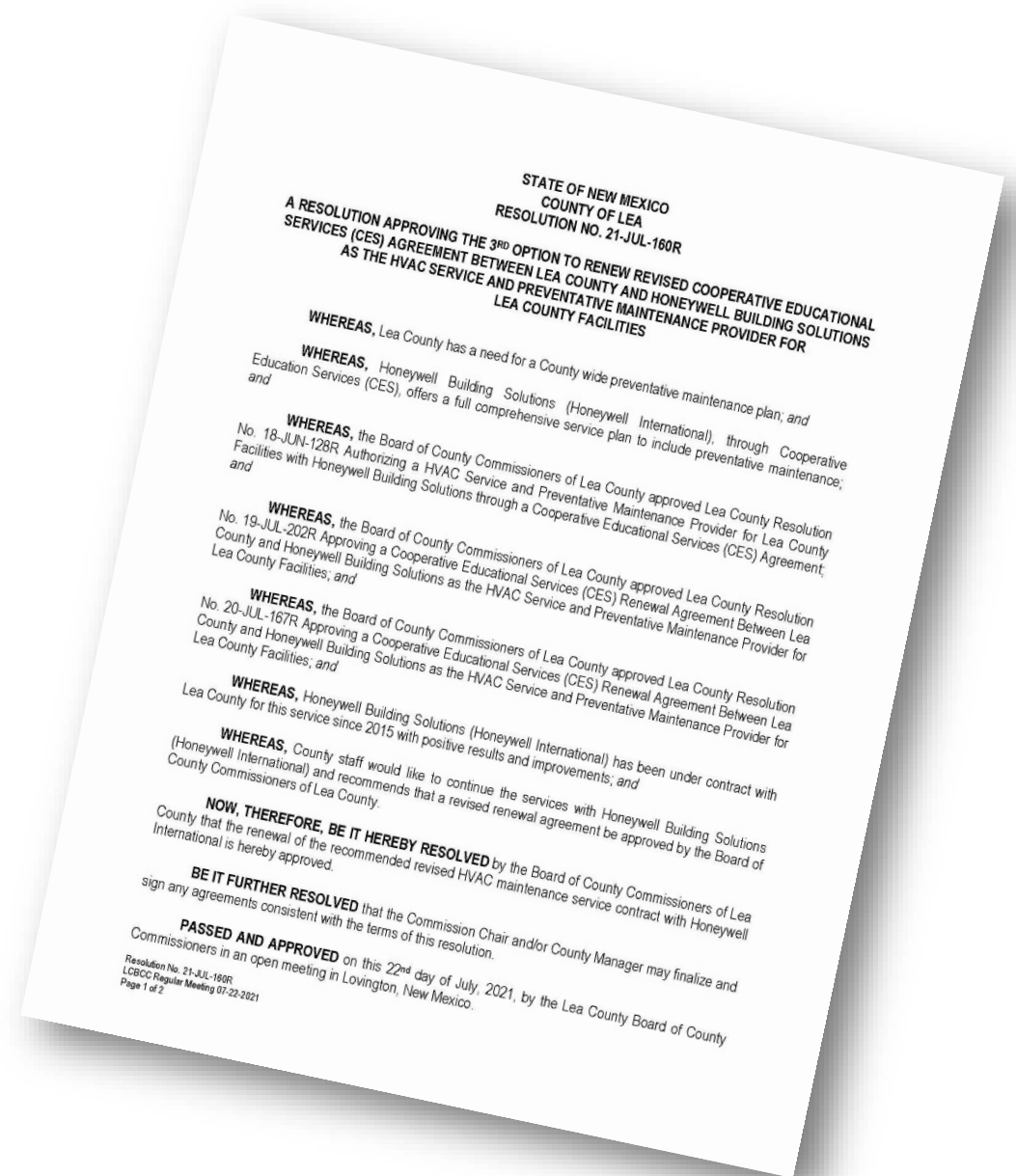
E-Mail: _____

Would you like Otis to automatically debit your bank account for your maintenance invoices? Yes No

If yes, please provide blank check for bank routing and account information.



Consideration of Lea County Resolution No. 21-JUL-160R Approving the 3rd Option to Renew Revised Cooperative Educational Services (CES) Agreement between Lea County and Honeywell Building Solutions as the HVAC Service and Preventative Maintenance Provider for Lea County Facilities





**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 07/08/2021	SUBMITTED BY Name, Title, Dept: Edmundo R. Lara II / Facilities Director
SUBJECT: Renewal of revised maintenance contract on HVAC units for all County buildings.	ATTACHMENT(S): (1). Contract Renewal (2). Resolution (3). Power Point
NO. OF ORIGINALS FOR SIGNATURE: (1) Contract Renewal (2). Resolution	ACTION REQUESTED: Action Item
BUDGET LINE ITEM NUMBER: 401-03-2079	FISCAL BUDGET YEAR: 2021-2022

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:
Section 3.3 Infrastructure and Facilities
(6). Efficient use of utilities and technology county Facilities
Section 3.5 Safety
* Lea County Shall be a Safe Community *

SUMMARY:
Honeywell's CES contract (2014-016962-101) proposal of \$657,866.22 represents the maintenance agreement for 2021-2022. This renewal price includes the addition of the GSB, LCJC, and new units at the Lea County Airport. These three additions total approximately 130,000 SF of needed heating and cooling. Included in this contract will be the Maintenance of mechanical systems, components, and hardware as well as filter changes quarterly. This revised contract would increase the quality of air filtration for staff and the public within the Lea County Facilities. Edmundo Lara recommends utilizing the services of Honeywell International as a result of Honeywell's expertise, certification, and their past performance serving Lea County Facilities.

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: <input type="checkbox"/> <small>If checked, how many:</small>	See Additional Summary Attached <input type="checkbox"/>
SUBMITTER'S RECOMMENDATION(S):	Submitter's Signature Department Director, Etc. Edmundo R Lara II <small>Digitally signed by Edmundo R Lara II DN: cn=Edmundo R Lara II email=mgallagher@leacounty.net o=AD Co=Lea County OU=Facilities Date: 2021.07.08 15:24:23 -0700</small>
FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be expenditures from various funds totaling \$657,866.22. Funds are budgeted and available in funds 418, 463, 401, 404, 454, 455, 456, 402 and 460.	Reviewed by Finance Director Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2021.07.12 09:44:20 -0600</small>
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda <i>Michael P. Gallagher II</i> <small>Digitally signed by Michael P. Gallagher II Date: 2021.07.21 15:51:10 -0600</small>

Item No. 0226

RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN

Approved: _____	Denied: _____	Other: _____
Resolution No. <u>21-JUL-160R</u>	Policy No. _____	Ordinance No. _____
Continued To: _____	Referred To: _____	Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-160R

A RESOLUTION APPROVING THE 3RD OPTION TO RENEW REVISED COOPERATIVE EDUCATIONAL SERVICES (CES) AGREEMENT BETWEEN LEA COUNTY AND HONEYWELL BUILDING SOLUTIONS AS THE HVAC SERVICE AND PREVENTATIVE MAINTENANCE PROVIDER FOR LEA COUNTY FACILITIES

WHEREAS, Lea County has a need for a County wide preventative maintenance plan; *and*

WHEREAS, Honeywell Building Solutions (Honeywell International), through Cooperative Education Services (CES), offers a full comprehensive service plan to include preventative maintenance; *and*

WHEREAS, the Board of County Commissioners of Lea County approved Lea County Resolution No. 18-JUN-128R Authorizing a HVAC Service and Preventative Maintenance Provider for Lea County Facilities with Honeywell Building Solutions through a Cooperative Educational Services (CES) Agreement; *and*

WHEREAS, the Board of County Commissioners of Lea County approved Lea County Resolution No. 19-JUL-202R Approving a Cooperative Educational Services (CES) Renewal Agreement Between Lea County and Honeywell Building Solutions as the HVAC Service and Preventative Maintenance Provider for Lea County Facilities; *and*

WHEREAS, the Board of County Commissioners of Lea County approved Lea County Resolution No. 20-JUL-167R Approving a Cooperative Educational Services (CES) Renewal Agreement Between Lea County and Honeywell Building Solutions as the HVAC Service and Preventative Maintenance Provider for Lea County Facilities; *and*

WHEREAS, Honeywell Building Solutions (Honeywell International) has been under contract with Lea County for this service since 2015 with positive results and improvements; *and*

WHEREAS, County staff would like to continue the services with Honeywell Building Solutions (Honeywell International) and recommends that a revised renewal agreement be approved by the Board of County Commissioners of Lea County.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that the renewal of the recommended revised HVAC maintenance service contract with Honeywell International is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

PASSED AND APPROVED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney

Honeywell Building Solutions

SERVICE AGREEMENT

Date: **June 30, 2021**

Proposal Number: F6159-0000004

Agreement Number: **40179208**

(HONEYWELL)

Honeywell Building Solutions
3509 Durazno
El Paso, Texas 79905

(CUSTOMER)

Customer's Name
4216 Balloon Park Road, NE
Albuquerque, NM 87109
Contact Person: Lori O'Rourke
Email: lori@ces.org
Office: 505-344-5740
Fax: 505-344-9343

(Owner)

Lea County
100 North Main Avenue
Lovington, New Mexico 88260

Area of Work: see below

	Honeywell Contract #	Current Price 2020-2021	3.5% Escalation Annual 2021	2021-2022 Annual Base \$ Amount	NMGRT Rate	\$ NMGRT	Total before CES Admin Fee	CES Admin Fee (1.25%)	TOTAL With NMGRT & CES Fee
Lea County Detention - Lovington	40179053	\$94,583.25	\$3,310.41	\$97,893.66	7.2500%	\$7,097.29	\$104,990.95	\$1,312.39	\$106,303.34
Lea County Special Events Center	40179057	\$103,662.07	\$3,628.17	\$107,290.24	6.8125%	\$7,309.15	\$114,599.39	\$1,432.49	\$116,031.88
Lea County Public Safety - Hobbs	40179067	\$23,635.57	\$827.25	\$24,462.82	6.8125%	\$1,666.53	\$26,129.35	\$326.62	\$26,455.96
Lea County Hobbs Buildings	40179208	\$32,750.08	\$1,146.25	\$33,896.33	6.8125%	\$2,309.19	\$36,205.52	\$452.57	\$36,658.09
Lea County Lovington Buildings	40179207	\$158,007.06	\$5,530.25	\$163,537.31	7.2500%	\$11,856.45	\$175,393.76	\$2,192.42	\$177,586.18
Lea County Community Centers	40208522	\$4,900.49	\$171.52	\$5,072.01	5.5000%	\$278.96	\$5,350.97	\$66.89	\$5,417.85
Lea County GSB (scope included under Lovington Buildings Below)	New Contract	\$14,608.76	N/A	\$14,608.76	7.2500%	\$1,059.14	\$15,667.90	\$195.85	\$15,863.74
Lea County Judicial Centers	New Contract	\$159,773.19	N/A	\$159,819.66	7.2500%	\$11,586.93	\$171,406.59	\$2,142.58	\$173,549.17
TOTAL									\$657,866.22

Revised General Provisions for CES and Honeywell Contract 2014-016 962-101 are included by reference. This represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. If any conflict arises between the Contract and the Honeywell Building Systems Agreement, the Contract shall prevail and take precedence, and be the controlling document.

Scope of Work: HONEYWELL INTERNATIONAL INC., through its Honeywell Building Solutions business unit (sometimes referred to as "HBS", "Honeywell" or "Honeywell Building Solutions"), shall provide the following equipment and services ("the Work") in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

- ☒ Preferred Temperature Control Services
- ☐ Flex Temperature Control Services
- ☐ Preferred Automation Maintenance Services
- ☐ Flex Automation Services
- ☐ Preferred Fire Alarm Maintenance Services
- ☐ Fire Alarm Test and Inspect Services
- ☐ Preferred Security System Inspect Services
- ☐ Flex Security System Services
- ☒ Preferred Mechanical Maintenance Services
- ☐ Flex Mechanical Maintenance Services
- ☐ ServiceNet™ Remote Monitoring and Control Services
- ☐ EBI Services
- ☐ Online Services
- ☐ Advanced Support
- ☐ Attune™ Advisory Services - Operations
- ☐ Attune™ Advisory Services – Energy Awareness
- ☐ Outcome Based Service—Assurance Automation
- ☐ Outcome Based Service—Vision

- ☐ Site Services
- ☐ Honeywell Energy Analysis Reporting
- ☒ Air Filter Services
- ☐ Water Treatment Services
- ☐ Critical Parts Stocking
- ☐ Thermography Services
- ☐ Emergency Generator Services
- ☐ In Suite Services
- ☐ Remote Monitoring/Radionics
- ☐ Indoor Air Quality Auditing Services
- ☐ Service Management Software
- ☐ FM Worksite
- ☐ Other/Special Provisions _____
- ☐ Honeywell Users Group
- ☐ Attune™ Advisory Services - Energy Optimization
- ☐ Attune™ Advisory Services – Lobby Digital Signage
- ☐ Outcome Based Service—Dynamic Automation

Contract Term: Three (3) years from the Effective Date. Customer____ Honeywell____
(INITIALS)

Contract Effective Date: July 1, 2021

Price for Year 1: Six hundred fifty seven Thousand Eight Hundred Sixty-Six and 22/100 dollars,
(\$657,866.22), (plus applicable taxes).

Payment Terms: Monthly in arrears. Payment will be made 45 days after billing per the CES-Honeywell master agreement 2014-016 962-101.

☒ Sales Tax will be invoiced separately

Price Escalations: Expenses associated with maintenance and repairs costs, the Service Price Index (SPI), Consumer Price Index (CPI) and other local service factors have had a direct impact on the cost of providing high quality maintenance services to our customers. In accordance with this contract, Honeywell will be adjusting your annual contract price to account for these changes.

Maintenance program service costs may also be adjusted if scope of work changes or if type of coverage changes. Contract term is one year with option to renew annually for an additional three years from the effective date.

Cooperative Educational Services and County are included as additional insured for General Liability policy, Automobile Liability policy and Workers' Compensation Liability policy.

Renewal: The Contract Term will automatically be renewed for consecutive terms of one year unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the end of such term, or unless terminated as provided herein.

Submitted by HBS: (signature)

Name: John Parker
Title: Sr. Account Manager
Date: June 30, 2021

This proposal is valid for 30 days.

Acceptance: This proposal and the pages attached shall become an Agreement in accordance with Article 13 below and only upon signature below by an authorized representative of HONEYWELL and OWNER.

Accepted by:
HONEYWELL INTERNATIONAL INC., through
its Honeywell Building Technologies business unit

OWNER

Signature: **By:** _____
Name: _____
Title: _____
Date: _____

Signature: **By:** _____
Name: _____
Title: _____
Date: _____



Consideration of Lea County Resolution No. 21-JUL-161R Approving the Lea County Indigent Claims Burial/Cremation Report

BURIAL INDIGENT CLAIMS							
	Date Deceased	Date of Birth	Funeral Home	Amount Requested	Type of Burial	Recommendation for Approval	Comments
Claim #1	02/13/2021	01/12/1965	Riverside Funeral Home	\$600.00	Cremation Fee	\$600.00	Deceased owned no property.
Claim #2	05/04/2021	07/03/1956	Chapel of Hope	\$600.00	Cremation Fee	\$600.00	Deceased owned no property.



LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator ssout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 07/15/2021	SUBMITTED BY Name, Title, Dept: Erin Smith, Staff Accountant, Finance
SUBJECT: Indigent Cremations	ATTACHMENT(S): Reports of Cremations
NO. OF ORIGINALS FOR SIGNATURE: 1 Resolution	ACTION REQUESTED: Action Item
BUDGET LINE ITEM NUMBER: 406-132017 Indigent Burial	FISCAL BUDGET YEAR: FY21-22
STRATEGIC PLAN Implementation of 5 Year Strategic Plan:	
SUMMARY: Request for Approval to Pay 2 Cremations Chapel of Hope = \$600.00 for 1 Cremation Riverside Funeral Home = \$600.00 for 1 Cremation Total of Request for Payments = \$1,200.00	
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____ <small>If checked; how many:</small>	See Additional Summary Attached <input type="checkbox"/>
SUBMITTER'S RECOMMENDATION(S): Recommended Approval	Submitter's Signature Department Director, Etc. Digitally signed by Erin Smith Date: 2021.07.15 09:32:51 -06'00' Erin Smith
FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be expenditures from the Indigent Fund of \$1,200.00. Funds are budgeted and available in 406-132017.	Reviewed by Finance Director Digitally signed by Henry C Low Jr Date: 2021.07.15 13:45:11 -06'00' Henry C Low Jr
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda Digitally signed by Michael P. Gallagher II Date: 2021.07.21 15:06:58 -06'00' <i>Michael P. Gallagher II</i>
Item No. <u>0227</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN	
Approved: _____ Resolution No. <u>21-JUL-161R</u> Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____
Other: _____ Ordinance No. _____ Comments: _____	

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-161R

A RESOLUTION APPROVING THE LEA COUNTY INDIGENT CLAIMS BURIAL/CREMATION REPORT

WHEREAS, New Mexico Statutes Annotated (NMSA) 1978, Section 24-13-5 states that the Board of Commissioners may authorize payments for the burial or cremation of an indigent person or of an unclaimed person; *and*

WHEREAS, decedents died on February 13, 2021 and May 04, 2021 and have been determined to be indigent and owned no property.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that payment be made to Chapel of Hope for \$600.00 for cremation and Riverside Funeral Home for \$600.00 for cremation is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

PASSED, APPROVED AND ADOPTED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney



4th Qtr. FY 21 SNCP SB268 Payment

FY 20 Matched Taxable Gross Receipts	\$ 6,722,867,199.02
FY 21 1/12 th Increment Due	\$ 5,602,389.33
FY 21 Quarterly Amount Due	\$ 1,400,597.33



**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator ssout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 07/06/2021	SUBMITTED BY Name, Title, Dept: Chip Low - Finance Director
SUBJECT: 4th Quarter FY 21 SB 268 Payment	ATTACHMENT(S): 1. Resolution approving payment 2. Required certification
NO. OF ORIGINALS FOR SIGNATURE: 1 Resolution, 1 Certification	ACTION REQUESTED: Action Item
BUDGET LINE ITEM NUMBER: 406-13-2890	FISCAL BUDGET YEAR: FY 22

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:

SUMMARY:

Lea County is required to submit quarterly payments to the State of New Mexico for the Safety Net Care Pool. The amount due for the 4th Quarter FY21 is \$1,400,597.33.

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____ <small>If checked, how many:</small>	See Additional Summary Attached <input type="checkbox"/>
SUBMITTER'S RECOMMENDATION(S):	Submitter's Signature Department Director, Etc.
FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be expenditures from the Indigent Fund of \$1,400,597.33. Funds are budgeted and available in 406-13-2890.	Reviewed by Finance Director Henry C Low Jr Digitally signed by Henry C Low Jr Date: 2021.07.06 12:17:29 -06'00'
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda Digitally signed by Michael P. Gallagher II Date: 2021.07.21 14:59:23 -0600

Item No. 0228

RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN

Approved: _____	Denied: _____	Other: _____
Resolution No. <u>21-JUL-162R</u>	Policy No. _____	Ordinance No. _____
Continued To: _____	Referred To: _____	Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-162R

**A RESOLUTION AUTHORIZING LEA COUNTY'S FISCAL YEAR 2020 – 2021 4th QUARTER PAYMENT
AND CERTIFICATION FOR THE SAFETY NET CARE POOL (SNCP) FUND**

WHEREAS, in January 2014 the Sole Community Provider Program was replaced by the Safety Net Care Pool (SNCP) through the adoption of Senate Bill 268; *and*

WHEREAS, SNCP payments are dispersed state wide for uncompensated care and hospital quality improvements; *and*

WHEREAS, Lea County's 4th quarter contribution to the SNCP funds is due in the amount of \$1,400,597.33.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of County Commissioners of Lea County, that staff is hereby authorized and directed to issue the 4th quarter payment in the amount of \$1,400,597.33 for the SNCP.

PASSED AND APPROVED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney

NEW MEXICO HUMAN SERVICES DEPARTMENT
SAFETY NET CARE POOL PAYMENT PROGRAM
CERTIFICATION FOR LOCAL GOVERNMENTAL ENTITY PARTICIPATION

4th QUARTER OF SFY 21

On behalf of Lea County, a County organized under the laws of the State of New Mexico (hereinafter referred to as the "Local Governmental Entity"), I, Rebecca Long, Chair, Lea County Board of County Commissioners affirm and certify the following:

I. Definitions

- A. The term "Local Governmental Entity" means any County or Counties that makes a transfer of funds to the State of New Mexico for the purpose of funding a payment to any hospital under the New Mexico Medicaid program.
- B. The term "Supplemental Payment" means any payment to a hospital pursuant to the Safety Net Care Pool ("SNCP") Payment provisions of the New Mexico Medicaid program.
- C. The term "State" means the State of New Mexico or any of its officers or agencies.

II. Public Adoption and Access

- A. The governing body of the Local Governmental Entity adopted the conditions described in this Certification by recorded vote taken in a public meeting held in compliance with the applicable state and federal laws.

III. Funding for the Supplemental Payments

- A. The Local Governmental Entity shall transfer Public Funds to the State of New Mexico for use as the non-federal share of the Safety-Net Care Pool supplemental Medicaid payments to one or more hospitals in accordance with the New Mexico Indigent Hospital and County Health Care Act, NMSA 1978, Sections 27-5-1 to 12.1, specifically NMSA 1978, Section 27-5-6.1.
- B. All transfers of Public Funds by the Local Governmental Entity to the State to support payments to hospitals under the SNCP must comply with:
 - (1) The applicable regulations that govern provider-related donations codified at section 1903 (s) of the Social Security Act (42 U.S.C. § 1396 b(w)), and Title 42, Code of Federal Regulations, Part 433, subpart B, section 433.52 and 433.54; and
 - (2) The conditions approved by the federal Centers for Medicare and Medicaid Services ("CMS") for governmental entities' and hospitals' participation in the SNCP.

III. Assurances and Representations

- A. The Local Governmental Entity does not and will not at any time receive any part of the Supplemental Payments that are made to hospitals under the SNCP.
- B. The Local Governmental Entity has not entered and will not enter into any agreement with Hospital to condition either the amount of Public Funds transferred by the Local Governmental Entity to the State or the amount of Supplemental Payments a Hospital receives on the amount of indigent care the Hospital has provided or will provide.
- C. The Local Governmental Entity has not received and will not receive refunds of payments the Local Governmental Entity made or makes to a Hospital for any purpose as consideration of any Intergovernmental Transfer from the Local Governmental Entity to the State to support the Supplemental Payments.
- D. The Local Governmental Entity has not received at any time after September 30, 2011, and will not receive any cash or in-kind transfers from a Hospital or any other entity acting on behalf of a hospital group of affiliated hospitals other than transfers that:
 - (1) Are unrelated to the administration of the SNCP Payment Program or the delivery of indigent care services by the Hospital(s); and
 - (2) Constitute fair market value for goods or services provided by the Local Governmental Entity to a Hospital; or
 - (3) Represents independent, bona fide transactions or arrangements negotiated at arms-length and in the ordinary course of business between the Hospital and the Local Governmental Entity.
- E. Except as specified in D, above, the Local Governmental Entity has not since September 30, 2011:
 - (1) Assigned or agreed to assign a contractual or statutory obligation of the Local Governmental Entity to a Hospital or any other entity acting on behalf of a Hospital or group of affiliated hospitals; or
 - (2) Authorized or consented to the assumption of a statutory or contractual obligation of the Local Governmental Entity by a Hospital or any other entity acting on behalf of a hospital or group of affiliated hospitals.

V. Education

- A. Consistent with its constitutional, statutory, and fiduciary obligations, the Local Governmental Entity may evaluate a Hospital's historical experience in providing indigent care in the community, including the impact and amount of indigent care provided by the Hospital, for the following purposes:

(1) To determine whether the Hospital's performance benefit the community and whether its continued participation in the indigent care program is likely to continue to benefit the community; and/or

(2) To provide accountability to local taxpayers.

B. The Local Governmental Entity's evaluation under this provision may:

(1) Occur on a schedule determined by the Local Governmental Entity, but not more often than once each calendar quarter;

(2) Be documented in a manner sufficient to confirm achievement of the Local Governmental Entity's mission and provide an appropriate and constitutional basis on which a transfer of Public Funds has been made to the State; and

(3) Not include consideration of matters expressly prohibited herein or prohibited by state and federal laws and regulations.

ON BEHALF of the Local Governmental Entity, I hereby certify that I have read and understood the above statements; that the statements are true, correct, and complete; and that I am authorized to bind the Local Governmental Entity and to certify to the above.

July 22, 2021

SIGNATURE

DATE

Rebecca Long, Chair – Lea County Board of County Commissioners

PRINTED NAME AND TITLE



Approval of FY 21 Budget Adjustment #3 – Final

SUMMARY OF ADJUSTMENTS

	Revenue	Expense	Net Effect	Transfers	Budget Adj #3	% Inc. (Dec). In Budgeted Exp
GENERAL FUND (unrestricted)	1,895,500	1,895,500	-	(322,917.00)	33,649,568	5.63%
ROAD FUND	-	-	-	-	17,232,198	0.00%
SPECIAL REV FUNDS (restricted)	167,560	67,560	100,000	322,917.00	54,855,029	0.12%
CAPITAL PROJECTS FUND	-	-	-	-	33,691,094	0.00%
ENTERPRISE FUNDS	-	-	-		148,434	0.00%
TRUST & AGENCY (restricted)	-	-	-	-	7,627,401	0.00%
Total	2,063,060	1,963,060	100,000	-	147,203,724	1.33%



LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 07/14/2021	SUBMITTED BY Name, Title, Dept: Chip Low - Finance Director
SUBJECT: Consideration of FY 21 Budget Adjustment #3 - Final	ATTACHMENT(S): 1. Budget Adjustment Detail 2. Resolution
NO. OF ORIGINALS FOR SIGNATURE:	ACTION REQUESTED: Action Item
BUDGET LINE ITEM NUMBER: See Detail	FISCAL BUDGET YEAR: FY 2020 - 2021

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:
The information in the financial report meets the goals in Section 3.1 on Accountability which is "Lea County is responsible for the public's tax dollars in a fiscally conservative and transparent manner". Performance measures that apply are 3.1.1, 3.1.2, 3.1.4 and 3.1.5.

SUMMARY:
This is the third and final budget adjustment for the FY 21 Budget Year. There are revenue increases of \$2,063,060 and expenditure increases of \$1,963,060, which results in a net increase in cash of \$100,000. The increase in revenue covers the required state and local reserve requirements. The increase in operations expenditures is covered by additional revenue received that was not budgeted for.

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____ <small>If checked, how many:</small>	See Additional Summary Attached <input type="checkbox"/>
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SUBMITTER'S RECOMMENDATION(S): Recommend Approval	Submitter's Signature Department Director, Etc. Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2021.07.14 13:42:46 -06'00'</small>
---	--

FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be a net increase in budgeted cash of \$100,000. The County will continue to meet all state and local reserve requirements.	Reviewed by Finance Director Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2021.07.14 13:43:01 -06'00'</small>
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LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney
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COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda <small>Digitally signed by Michael P. Gallagher II Date: 2021.07.21 14:23:06 -06'00'</small>
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Item No. 0329 RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN		
Approved: _____ Resolution No. <u>21-JUL-163R</u> Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____	Other: _____ Ordinance No. _____ Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-163R

A RESOLUTION APPROVING FINAL BUDGET ADJUSTMENTS FOR FISCAL YEAR 2020 - 2021

WHEREAS, the Board of County Commissioners of Lea County, of the State of New Mexico, needs to adjust the current approved budget for fiscal year 2020 -2021; *and*

WHEREAS, said budget was adjusted on the basis of need and through cooperation with all user departments, elected officials and other department supervisors; *and*

WHEREAS, it is the majority opinion of this Board that the adjusted budget meets the requirements as currently determined for fiscal year 2020 - 2021.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of County Commissioners of Lea County, of the State of New Mexico, hereby adopts the budget adjustments hereinabove described and attached and respectfully requests approval from the State of New Mexico Department of Finance and Administration Local Government Division.

PASSED, APPROVED AND ADOPTED on this 22nd day of July, 2021 by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney

State of New Mexico - DFA Local Government Division

Budget Adjustment Request - Fiscal Year 2020-2021 - Lea County - Lea County FY 21 Budget Adjustments 3 Final

Bar ID	Contact	Phone	Email	Status
10-18-8696				ENTITY

Details

Fund	Department	Object Code	PreAdjusted Budget	Adjustment	Adjusted Budget
11000 General Operating Fund	0001 No Department	10104 State Required Reserve	7,938,516.50	473,875.00	8,412,391.50
11000 General Operating Fund	0001 No Department	41200 Gross Receipts Tax - County Local Option General	4,750,107.00	31,000.00	4,781,107.00
11000 General Operating Fund	0001 No Department	42100 Oil & Gas Ad Valorem - Production	13,000,000.00	1,864,500.00	14,864,500.00
11000 General Operating Fund	0001 No Department	61200 Transfers Out	68,814,495.00	322,916.00	69,137,411.00
11000 General Operating Fund	1001 Governing Body	55999 Contract - Other Services	2,274,906.00	1,863,000.00	4,137,906.00
11000 General Operating Fund	1001 Governing Body	57090 Printing/Publishing/Advertising	15,000.00	10,100.00	25,100.00
11000 General Operating Fund	1001 Governing Body	57999 Other Operating Costs	2,293,000.00	22,400.00	2,315,400.00
11000 General Operating Fund	5009 Environmental	54010 Maintenance & Repairs - Building/Structure	132,000.00	-10,000.00	122,000.00
11000 General Operating Fund	5009 Environmental	55999 Contract - Other Services	1,028,000.00	9,400.00	1,037,400.00
11000 General Operating Fund	5009 Environmental	57999 Other Operating Costs	270,500.00	600.00	271,100.00
20300 County Property Valuation	1003 County Assessor	55999 Contract - Other Services	253,485.00	70,000.00	323,485.00
20300 County Property Valuation	1003 County Assessor	56010 Software	50,000.00	-50,000.00	0.00
20300 County Property Valuation	1003 County Assessor	57050 Employee Training	47,500.00	-25,100.00	22,400.00
20300 County Property Valuation	1003 County Assessor	58020 Equipment & Machinery	30,000.00	5,100.00	35,100.00
21800 Intergovernmental Grants	0001 No Department	47699 Federal - Other	2,074,503.00	159,160.00	2,233,663.00
21800 Intergovernmental Grants	0001 No Department	61200 Transfers Out	0.00	1,800.00	1,800.00
21800 Intergovernmental Grants	2002 General Administration	57999 Other Operating Costs	1,788,378.00	159,160.00	1,947,538.00
22000 Indigent Fund	0001 No Department	42900 Other State Shared Taxes	2,580,072.00	8,000.00	2,588,072.00
22000 Indigent Fund	4001 Indigent Care	57999 Other Operating Costs	6,775,000.00	8,000.00	6,783,000.00
22200 County Fire Gross Receipts Tax	0001 No Department	61200 Transfers Out	0.00	75,284.00	75,284.00
22200 County Fire Gross Receipts Tax	3002 Fire Protection	58020 Equipment & Machinery	357,000.00	-100,000.00	257,000.00
22300 DWI Fund	0001 No Department	61100 Transfers In	0.00	200,000.00	200,000.00
29900 Other Special Revenue	0001 No Department	45990 Other Fines and Forfeits	0.00	400.00	400.00
29900 Other Special Revenue	2002 General Administration	57999 Other Operating Costs	23,000.00	400.00	23,400.00
51500 Fairgrounds	0001 No Department	61100 Transfers In	2,000,000.00	200,000.00	2,200,000.00
51500 Fairgrounds	2002 General Administration	51020 Salaries - Full-Time Positions	220,911.00	400.00	221,311.00
51500 Fairgrounds	2002 General Administration	51060 Salaries - Overtime	100,000.00	-1,500.00	98,500.00
51500 Fairgrounds	2002 General Administration	52020 Retirement	33,413.00	600.00	34,013.00
51500 Fairgrounds	2002 General Administration	52021 Retiree Health Care	6,296.00	300.00	6,596.00
51500 Fairgrounds	2002 General Administration	52030 Health and Medical Premiums	60,721.00	200.00	60,921.00
51500 Fairgrounds	2002 General Administration	54060 Maintenance Supplies	74,500.00	-1,500.00	73,000.00
51500 Fairgrounds	2002 General Administration	57170 Utilities - Electricity	102,500.00	1,500.00	104,000.00

Justification

Compliance with Section 6-6-2, NMSA, 1978 compilation:

1. The requested budget adjustments were authorized at a scheduled Governing Body meeting open to the public on **2021-07-22**
2. Justification should provide a sufficient explanation for budget adjustment. Backup documentation such as grant award letter or other documents requested by Budget and Finance Analysts, should be submitted on LGBMS.

Approvals

Name	Role	Date
------	------	------

State of New Mexico
Local Government Budget Management System (LGBMS)
Adjusted Budget (incl. pending adjustments) - Fiscal Year 2020-2021
Lea County

Printed from LGBMS on 2021-07-16 10:11:30

Fund	Cash	Investments	Revenues	Transfers	Expenditures	Balance	Reserves	Adjusted Balance
11000 General Operating Fund	80,455,004.00	23,043,125.00	49,322,713.00	-69,137,411.00	33,649,566.00	50,033,865.00	8,412,391.50	41,621,473.50
20100 Corrections	797,711.00	0.00	0.00	-797,711.00	0.00	0.00	0.00	0.00
20200 Environmental	7,815,925.00	0.00	0.00	-7,815,925.00	0.00	0.00	0.00	0.00
20300 County Property Valuation	1,164,062.00	0.00	417,706.00	0.00	716,032.00	865,736.00	0.00	865,736.00
20400 County Road	1,346,176.00	0.00	1,931,070.00	15,434,952.00	17,232,197.00	1,480,001.00	1,436,016.42	43,984.58
20600 Emergency Medical Services	30,271.00	0.00	10,000.00	0.00	16,993.00	23,278.00	0.00	23,278.00
20800 Farm & Range	51,839.00	0.00	20,000.00	100,000.00	118,560.00	53,279.00	0.00	53,279.00
20900 Fire Protection	585,389.00	0.00	516,927.00	3,635,700.00	3,946,533.00	791,483.00	0.00	791,483.00
21100 Law Enforcement Protection	1,450.00	0.00	61,400.00	500.00	61,400.00	1,950.00	0.00	1,950.00
21700 Recreation	21,438.00	0.00	0.00	171,571.00	170,670.00	22,339.00	0.00	22,339.00
21800 Intergovernmental Grants	458,957.00	0.00	2,289,394.00	-1,800.00	2,283,742.00	462,809.00	0.00	462,809.00
22000 Indigent Fund	105,250.00	0.00	2,588,572.00	9,450,000.00	12,016,000.00	127,822.00	0.00	127,822.00
22200 County Fire Gross Receipts Tax	75,283.00	0.00	4,000.00	224,716.00	257,000.00	46,999.00	0.00	46,999.00
22300 DWI Fund	371,875.00	0.00	1,055,254.00	200,000.00	1,138,423.00	488,706.00	0.00	488,706.00
22500 Clerks Recording & Filing Fund	121,209.00	0.00	100,000.00	0.00	148,368.00	72,841.00	0.00	72,841.00
22600 Jail - Detention	504,804.00	0.00	1,933,712.00	13,200,000.00	15,515,923.00	122,593.00	0.00	122,593.00
29900 Other Special Revenue	44,870.00	100,145.00	42,780.00	55,000.00	55,400.00	187,395.00	0.00	187,395.00
39900 Other Capital Projects	914,944.00	0.00	1,963,000.00	30,900,755.00	33,691,094.00	87,605.00	0.00	87,605.00
40200 GRT Revenue Bond Debt Service	4,955,347.00	0.00	0.00	-4,955,347.00	0.00	0.00	0.00	0.00

50100 Water Enterprise	342,496.00	0.00	0.00	0.00	148,434.00	194,062.00	0.00	194,062.00
50400 Airport Enterprise	936,848.00	0.00	7,478,654.00	5,735,000.00	13,534,989.00	615,513.00	0.00	615,513.00
51300 Convention/Events Center	97,431.00	0.00	228,700.00	1,400,000.00	1,269,571.00	456,560.00	0.00	456,560.00
51500 Fairgrounds	691,948.00	0.00	1,476,216.00	2,200,000.00	3,605,421.00	762,743.00	0.00	762,743.00
79900 Other Trust & Agency	13,047,168.00	1,400,000.00	7,800,450.00	0.00	7,627,401.00	14,620,217.00	0.00	14,620,217.00
Totals	114,937,695.00	24,543,270.00	79,240,548.00	0.00	147,203,717.00	71,517,796.00	9,848,407.92	61,669,388.08



FY 2021 – 2022 FINAL BUDGET APPROVAL

July 22, 2021



FY 22 Budget Preparation Timeline

Date	Action Taken
January 14, 2021	Budget Development and Timeline Approval (LCBCC)
February 4, 2021	Outside Entities and Services RFP Discussion (LCBCC) Discussion of FY 22 Projected Revenues (LCBCC)
February 8, 2021	Release of Outside Entities and Services RFP
February 8 - 12, 2021	Departmental Budget Discussions – County Staff
February 18, 2021	Discussion of FY 22 Projected Expenses (LCBCC)
March 4, 2021	Departmental Budget Presentations (LCBCC)
March 5, 2021	Responses for Outside Entities Proposals Due
March 18, 2021	Departmental Budget Presentations cont'd (LCBCC)
April 8, 2021	Personnel Proposals (LCBCC)
April 22, 2021	Capital & Outside Agency Proposals (LCBCC)
May 6, 2021	Present Preliminary Budget for Discussion (LCBCC)
May 20, 2021	Present Preliminary Budget for Final Action (LCBCC)
May 31, 2021	Preliminary Budget Due to New Mexico DFA for Approval
July 22, 2021	Present Final Budget For Discussion (LCBCC)
July 31, 2021	Final Budget Due to New Mexico DFA for Approval



Consideration of Lea County Resolution No. 21-JUL-164R Approving Lea County's Fiscal Year 2021 – 2022 Final Budget

Projected Changes in Fund Balances FY 21/22

	Beginning Cash 07/01/2021	Revenues	Operating Expenditures	Capital Outlay	Transfers	Ending Cash 06/30/2022	% ▲ Revenue from P/Y	% ▲ Expenses from P/Y	% ▲ Capital from P/Y
General Fund	150,145,847	55,048,706	37,224,428	-	(76,400,000)	91,570,125	22.50%	23.39%	0.00%
Road Fund	4,831,927	1,931,070	6,577,096	10,939,398	14,000,000	3,246,503	0.00%	32.31%	-6.03%
Indigent Fund	1,554,191	4,650,572	10,449,342	-	4,500,000	255,421	85.98%	-12.40%	0.00%
Detention	1,184,777	2,933,712	10,826,923	7,362,000	14,500,000	429,566	51.71%	24.86%	17.32%
Capital Projects	759,003	3,163,000	-	37,105,285	35,500,000	2,316,718	61.13%	0.00%	10.42%
Airports	1,804,670	7,189,367	1,266,606	10,381,348	3,500,000	846,083	1.45%	1.36%	-12.62%
Other Funds	4,996,390	5,353,399	8,882,279	2,090,500	4,400,000	3,777,010	-0.42%	13.12%	-59.51%
	15,130,959	25,221,120	38,002,246	67,878,531	76,400,000	10,871,302	21.31%	9.60%	-1.00%
Debt Service Fund	-	-	-	-	-	-	0.00%	0.00%	0.00%
Enterprise Funds	341,192	-	-	148,434	-	192,758	0.00%	0.00%	0.00%
Trust & Agency Funds	15,636,076	7,727,635	6,868,967	1,020,000	-	15,474,744	2.59%	1.19%	78.54%
Totals	181,254,073	87,997,461	82,095,641	69,046,965	-	118,108,928	20.12%	14.61%	-0.34%



Consideration of Lea County Resolution No. 21-JUL-164R Approving Lea County's Fiscal Year 2021 – 2022 Final Budget

FY 22 Final Budget – Required and Proposed County Reserves

Required Reserves

General Fund (25% of General Fund Budget)	\$ 9,306,107.00
Road Fund (8.3334% of Road Budget)	\$ 1,459,720.00

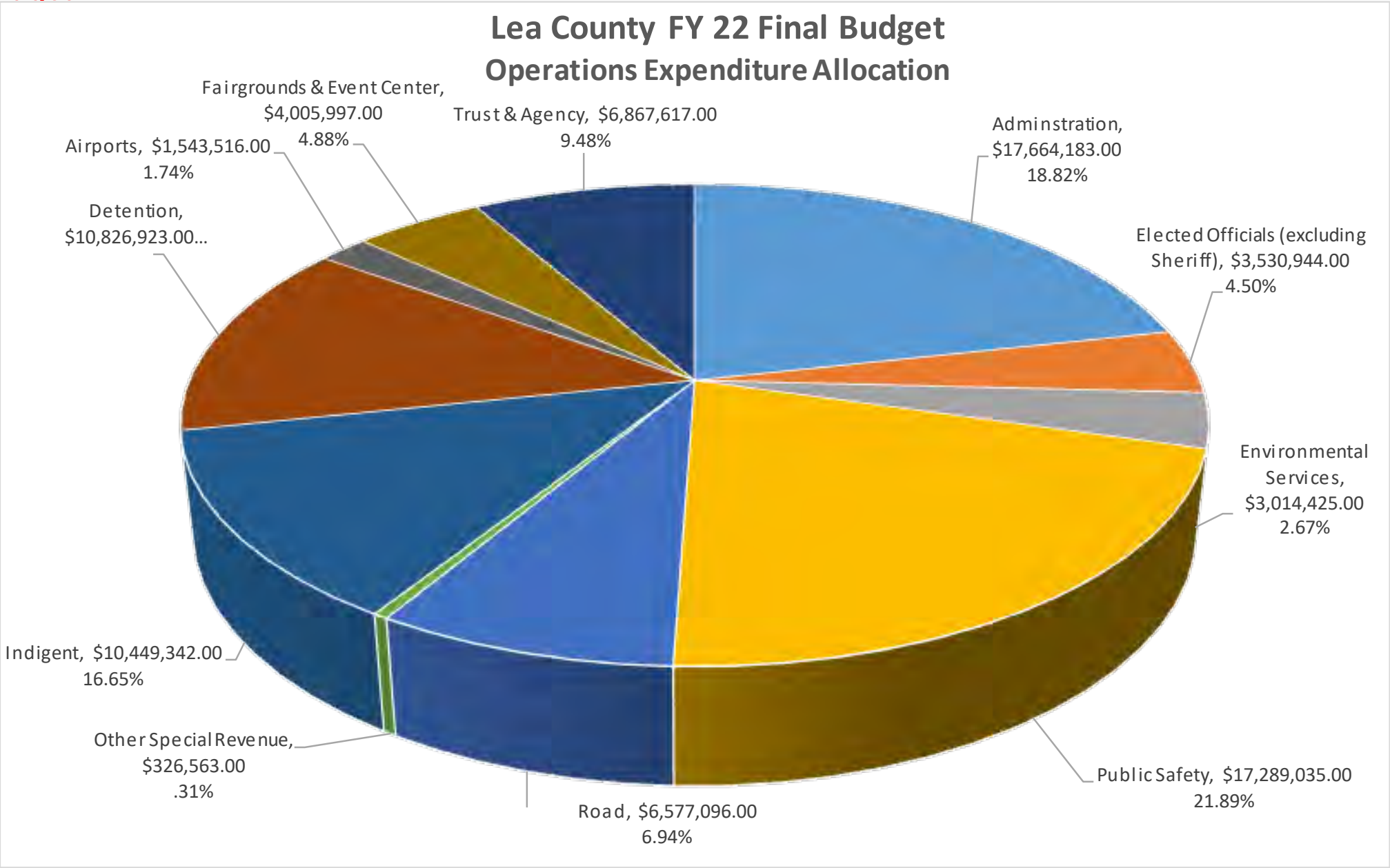
Local Option Reserves

General Fund (1 year of General Fund Budget)	\$ 37,224,428.00
Operational Transfers Reserve (1 year of Operational Transfers)	\$ 17,769,592.00
Capital Projects (15% of Capital Projects Budget)	<u>\$ 10,357,045.00</u>

Total Required and County Reserves	<u><u>\$ 76,116,892.00</u></u>
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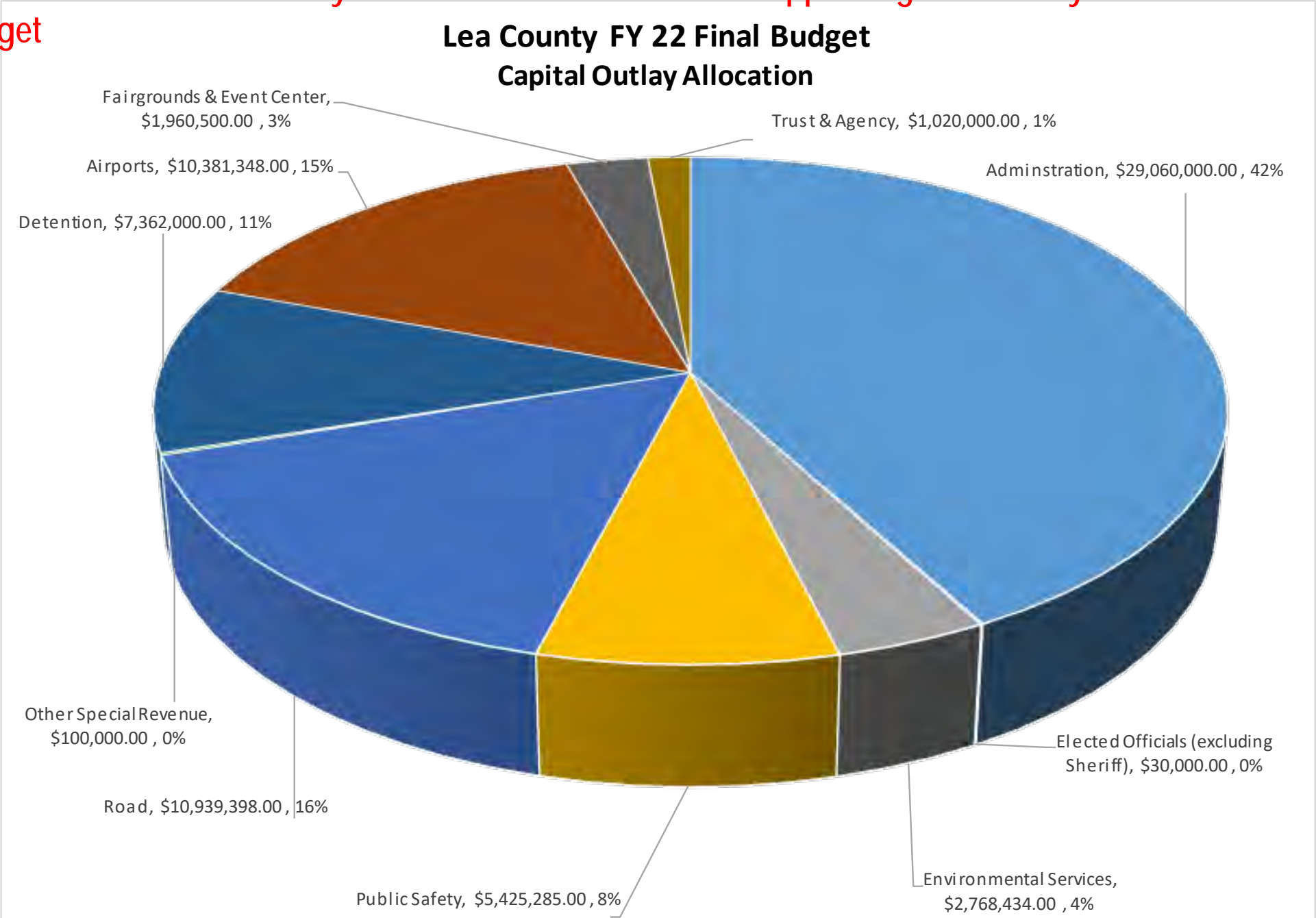


Consideration of Lea County Resolution No. 21-JUL-164R Approving Lea County's Fiscal Year 2021 – 2022 Final Budget





Consideration of Lea County Resolution No. 21-JUL-164R Approving Lea County's Fiscal Year 2021 – 2022 Final Budget





Consideration of Lea County Resolution No. 21-JUL-164R Approving Lea County's Fiscal Year 2021 – 2022 Final Budget

Personnel Budget Summary FY 21/22

	FTE	Salary	FICA/Medicare	PERA	Group Health	Retiree Ins	Total
General Fund	182.27	\$ 13,578,553	\$ 1,012,822	\$ 2,597,588	\$ 3,166,826	\$ 363,669	\$ 20,719,459
Special Revenue Funds	166.13	\$ 8,915,997	\$ 668,617	\$ 1,050,107	\$ 2,395,928	\$ 197,871	\$ 13,228,520
Trust & Agency Funds	30.60	\$ 1,792,188	\$ 137,102	\$ 214,269	\$ 479,207	\$ 40,375	\$ 2,663,141
Grand Totals	379.00	\$ 24,286,738	\$ 1,818,542	\$ 3,861,964	\$ 6,041,960	\$ 601,915	\$ 36,611,120
FY 21 Personnel Budget	372.00	21,088,903	1,573,807	3,575,527	5,193,954	555,144	31,987,335
Change from Prior Year	1.85%	13.17%	13.46%	7.42%	14.04%	7.77%	12.63%



Consideration of Lea County Resolution No. 21-JUL-164R Approving Lea County's Fiscal Year 2021 – 2022 Final Budget

FY 22 Personnel Budget – Frozen Positions

Position	Department	FTE
Field Appraiser	401-06 County Assessor	0.7
Deputy	401-08 County Sheriff	1
Deputy	401-08 County Sheriff	1
Administrative Coordinator	401-75 Finance Department	1
Assistant Finance Director	401-75 Finance Department	1
Staff Engineer	401-76 Planning Department	0.5
Senior Equipment Operator	402-10 Road Department	1
Staff Engineer	402-10 Road Department	0.5
Senior Equipment Operator	402-10 Road Department	1
Senior Equipment Operator	402-10 Road Department	1
Equipment Operator	402-10 Road Department	1
Senior Equipment Operator	402-10 Road Department	1
Senior Equipment Operator	402-10 Road Department	1
Equipment Operator	402-10 Road Department	1
Senior Equipment Operator	402-10 Road Department	1
Senior Equipment Operator	402-10 Road Department	1
Senior Equipment Operator	402-10 Road Department	1
Senior Equipment Operator	402-10 Road Department	1
Crew Supervisor	402-10 Road Department	1
Detention Officer	418-23 Detention Center	1
Business Manager	418-23 Detention Center	1
Detention Officer	418-23 Detention Center	1
Detention Officer	418-23 Detention Center	1
Detention Officer	418-23 Detention Center	1
Detention Officer	418-23 Detention Center	1
Maintenance Tech	460-32 Fairgrounds	0.86
Maintenance Lead	460-32 Fairgrounds	0.86
Maintenance Tech	461-33 Fair & Rodeo	0.12
Maintenance Lead	461-33 Fair & Rodeo	0.12
Maintenance Tech	462-34 Hispanic Heritage Night	0.02
Maintenance Lead	462-34 Hispanic Heritage Night	0.02
Administrative Coordinator	463-31 Event Center	1
Operations Technician	463-31 Event Center	1
Field Appraiser	499-46 Assessor's Valuation	0.3
		27



**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator ssout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 07/19/2021	SUBMITTED BY Name, Title, Dept: Chip Low - Finance Director
SUBJECT: Approval of Fiscal Year 2021 - 2022 Final Lea County Budget	ATTACHMENT(S): 1. Resolution for Approval 2. FY 22 Final Budget
NO. OF ORIGINALS FOR SIGNATURE: 1 Resolution	ACTION REQUESTED: Action Item
BUDGET LINE ITEM NUMBER:	FISCAL BUDGET YEAR: FY 22 Fiscal Year

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:
Section 3.1 Accountability - "Lea County is responsible for the public's tax dollars in a fiscally conservative and transparent manner"

SUMMARY:
Lea County is required to submit a Final Budget for the FY22 Fiscal Year to the New Mexico DFA LGD by July 31, 2021. Lea County Commissioners, Other Elected Officials and County Staff have worked to prepare a final budget for submission. Total Revenues budgeted for the year are \$87,997,461 and total expenditures are budgeted to be \$82,095,641 for Operations and \$69,046,965 for Capital Outlays. The budget meets the required reserve requirements in the General Fund and the Road Fund. Please see the attached FY22 Final Budget for complete details.

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: <input type="checkbox"/> <small>If checked, how many:</small>	See Additional Summary Attached <input type="checkbox"/>
SUBMITTER'S RECOMMENDATION(S): Recommend approval.	Submitter's Signature Department Director, Etc. Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2021.07.19 13:48:25 -06'00'</small>
FINANCE REVIEW Fiscal Impact/Cost: The budget meets the requirements as set forth by the New Mexico DFA and the Lea County Board of Commissioners. The budget sets the spending limits for the FY 22 fiscal year.	Reviewed by Finance Director Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2021.07.19 13:49:00 -06'00'</small>
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda <i>Michael P. Gallagher II</i> <small>Digitally signed by Michael P. Gallagher II Date: 2021.07.21 13:16:47 -06'00'</small>

Item No. 0230

RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN

Approved: _____	Denied: _____	Other: _____
Resolution No. <u>21-JUL-164R</u>	Policy No. _____	Ordinance No. _____
Continued To: _____	Referred To: _____	Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-JUL-164R

A RESOLUTION APPROVING LEA COUNTY'S FISCAL YEAR 2021 - 2022 FINAL BUDGET

WHEREAS, the Governing Body in and for the County of Lea, State of New Mexico, has developed a final budget for the fiscal year 2021 - 2022; *and*

WHEREAS, said final budget was developed on the basis of need and through cooperation with all user departments, elected officials, and other department supervisors; *and*

WHEREAS, the official meetings for the review of said documents was duly noticed July 1, 2021, in compliance with the State Open Meetings act; *and*

WHEREAS, it is the majority opinion of this Board that the final budget meets the requirements as currently determined for fiscal year 2021 - 2022.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners, Lea County, State of New Mexico, hereby adopts the final budget herein above described to be submitted for approval by the Local Government Division of the Department of Finance and Administration.

PASSED, APPROVED, AND ADOPTED on this 22nd day of July, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ZX

ATTEST: Keith Manes
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney



FY 2021-2022 FINAL BUDGET



*Recognizing over 175 years
of service and dedication*



COVER - SERVING LEA COUNTY FOR 25+ YEARS:

David Minton, *Historian - Executive*
Shannon Lathrop, *GIS Analyst - Assessor*

RaeChelle Tercero, *Sergeant - Detention Center*

Ava Benge, *Chief Appraiser - Assessor*

Robert Pellissier, *Senior Equipment Operator - Road*

Not Pictured:

DeLana Riley, *Quality Assurance - Communication Authority*

LONGEST SERVING MEMBER BY DEPARTMENT PHOTO 1

Jon Martinez, *Chief Deputy - Sheriff*
Crystal Tippy, *Account Technician - Treasurer*

Jim Kemp, *General Manager - Fairgrounds*

Rodney Pebsworth, *Facilities Supervisor - Maintenance*

Not Pictured:

Cresley Barbre, *Records Tech Specialist - Clerk*

PHOTO 2

Stephanie Rice, *Compliance Coordinator - DWI/Probation*
Lorenzo Velasquez, *Emergency Management Director - Emergency*
Monica Russell, *General Manager - Event Center*

PHOTO 3

Cassie Corley, *Environmental Tech Supervisor - Environmental*
Shalana Rodriguez, *Airport Operations Supervisor, Lea Regional Airport*
Tammy Hughes, *Firefighter, Airport Fire & Rescue*

PHOTO 4

John Caldwell, *County Attorney, Legal*
Robert Lathrop, *Director - Information Technology*
Mary Lamb, *Benefits Administrator - Human Resources*
Kathryn McLaughlin, *Procurement Officer - Finance*

10+ Years

Artie Jenkins, 14 years
Jacqueline Dominguez, 14 years
Paul Kroh, 14 years
Vicente Garcia, 14 years
Paul Clark, 14 years
Roy Perrin, 14 years
Rex Fleetwood, 13 years
Jeffrey Allman, 13 years
Lorenzo Velasquez, 13 years
Aarika Whitehead, 13 years
Leona Wylie, 13 years
Christopher McCart, 13 years
Kathleen Roberts, 13 years
Bradley Rice, 13 years
Jessica Garcia, 13 years
Bruce Reid, 13 years
Victor Murillo, 13 years
Crystal Tippy, 13 years
Tim Pratt, 13 years
Gina Davis, 12 years
Sharon Waller, 12 years
Christopher Rider, 12 years
Anthony Uranga, 12 years
Keith Manes, 12 years
Elsie Carreon, 12 years
Bryan Benge, 11 years
Cassie Corley, 11 years

Diane Campbell, 11 years
Kristy Jones, 11 years
Victor Hernandez, 11 years
Maria Velasquez, 11 years
Stephanie Rice, 11 years
Corey Needham, 11 years
Lajuan Hayes, 10 years
Michael Rey, 10 years
Christy Benge, 10 years
Michael Gallagher, 10 years
Jonathan Cross, 10 years
Jose Coronel
Maria Collins, 10 years
Kelly Livingston, 10 years
Johnny Jacobs, 10 years

15+ Years

Sharla Kennedy, 19 years
Sonia Estrada, 19 years
Jeffrey Gray, 19 years
Melissa White, 19 years
Emma Jimenez, 19 years
Sylvia Ortiz, 18 years
Robert Lathrop, 18 years
Michelle Ryan, 18 years
Diana Winters, 18 years
Gary Hassen, 17 years
Vivian Martinez, 17 years

Tryon Hassen, 17 years
Brandon Sellers, 17 years
Lavora Patton, 17 years
Jim Kemp, 17 years
Jeff Dyer, 17 years
Maria Nevarez, 16 years
Rodney Pebsworth, 16 years
Samuel Etter, 16 years
Suzanne Norris, 16 years
Dannette Flores, 16 years
Gerald McBride, 15 years
Joe Velasques, 15 years
Sandrea Brito, 15 years
Sean Downey, 15 years

20+ Years

Ava Benge, 39 years
David Minton, 36 years
Delana Riley, 26 years
Robert Pellissier, 26 years
Shannon Lathrop, 26 years
RaeChelle Tercero, 25 years
Jon Martinez, 23 years
Rodelia Acosta, 23 years
Angela Martinez, 23 years
Cresley Barbre, 23 years
Genevieve "Beva" Carrillo, 23 years
Jeffrey Fountain, 23 years

Kathy McLaughlin, 23 years
David Johnston, 23 years
William Landes, 22 years
Monica Russell, 22 years
Forrest Hudson, 22 years
Nick Marinovich, 22 years
Elaida Navarette, 21 years
Jessica Villanueva, 21 years
Connie Balderaz, 21 years
Susan Marinovich, 21 years
Luis Elmore, 20 years
Ruben Quintana, 20 years
Carrie Sandoval, 20 years
Susan Yarbrough, 20 years

Retirement

Royce Smith, 32 years
Billy Peden, 25 years
Eugene Bohl, 8 years
Gary Szalay, 7 years

In Loving Memory

Rito "Tony" Carrillo, 16 years
Edward Day, 3 years



Lea County thanks you for your many years of service and dedication!

June 2021

BOARD OF COUNTY COMMISSIONERS



Dean Jackson, Vice Chair
District 1



Rebecca Long, Chair
District 2



Gary Eidson
District 3



Jonathan Sena
District 4



Pat Sims
District 5

LEA COUNTY MANAGEMENT



Michael Gallagher, ICMA - CM
County Manager



Corey Needham, P.E.
Assistant County Manager



Chip Low, CPA CGMA
Finance Director



Budget Book Navigation Guide

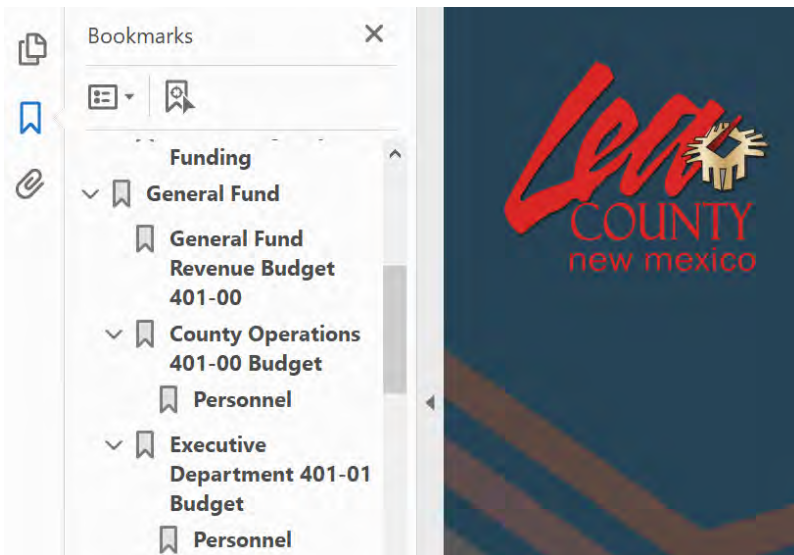
Bookmarks

Once you have downloaded the Budget Book PDF and open it in Adobe Reader, click on the bookmark icon on the top left to open the bookmarks panel



In the bookmarks panel, you will see a list of all the main sections of the Budget Book

You can expand the main sections to see subsections of the handbook by clicking on the arrow (or plus sign) to the left of the section title.



You can click on any section title within the bookmarks panel and the PDF will jump directly to that section of the handbook.

Hyperlinks

In addition to the bookmarks panel, hyperlinks are located throughout the document to help you navigate. Anytime the "arrow" cursor changes to a "hand" cursor in the document, you can click to be directed to another section of the Budget Book.

A few navigation hyperlinks you will want to note:

- All text in the Table of Contents is hyperlinked and will direct you to the specified section.
- The document title at the bottom of every page "Fiscal Year 2021-2022 Budget" will direct you back to the Table of Contents.
- Fund names located in the Executive Summary Section are hyperlinked to direct you to the breakout sections for each fund.

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LEA COUNTY EXECUTIVE SUMMARY



Back Row:

Michael Gallagher, ICMA - CM - County Manager

Pat Sims - District 5

Dean Jackson, Vice Chair - District 1

Front Row:

Jonathan Sena - District 4

Rebecca Long, Chair - District 2

Gary Eidson - District 3



Lea County Projected Changes in Fund Balances FY 21/22

	Beginning Cash 7/01/2021	Estimated Revenue	Operating Expenditures	Capital Outlay	Transfers In (Out)	Projected Cash 6/30/2022
General Fund						
401 - General fund	\$150,145,847	\$ 55,048,706	\$ 37,224,428	\$ —	\$ (76,400,000)	\$ 91,570,125
General Fund Total	150,145,847	55,048,706	37,224,428	—	(76,400,000)	91,570,125
Special Revenue Funds						
402 - Road	4,831,927	1,931,070	6,577,096	10,939,398	14,000,000	3,246,502
403 - Farm & Range	22,836	20,000	121,160	—	125,000	46,676
404 - Community Centers	4,988	—	76,670	100,000	200,000	28,318
405 - Clerk's Recording & Filing	215,495	100,000	148,368	—	—	167,127
406 - Indigent GRT	1,554,191	4,650,572	10,449,342	—	4,500,000	255,421
407 - Maljamar Fire Department	248,932	75,062	80,454	—	—	243,540
408 - Knowles Fire Department	165,665	79,232	84,924	—	—	159,973
409 - Airport Fire Department	47,348	—	356,910	—	375,000	65,439
410 - Monument Fire Department	140,968	83,401	139,393	—	—	84,976
412 - LDWI Distribution	179,564	622,222	696,659	—	—	105,127
416 - Paving Districts	2,538	—	—	—	—	2,538
418 - Detention Center	1,184,777	2,933,712	10,826,923	7,362,000	14,500,000	429,566
421 - Revolving Loan Fund	101,105	—	—	—	—	101,105
424 - EMPG Reimbursement	16,562	50,731	40,306	—	—	26,986
430 - Capital Projects	759,003	3,163,000	—	37,105,285	35,500,000	2,316,718
431 - Federal and State Grants	285,918	182,500	205,403	—	—	263,016
433 - Jal CDBG Wastewater	21,882	—	—	—	—	21,882
435 - DWI Program Local Revenue	121,679	85,000	167,487	—	—	39,192
436 - LDWI Grant	100,808	220,000	219,496	—	—	101,312
437 - CDWI Grant	36,018	7,996	7,996	—	—	36,018
439 - Misdemeanor Compliance	41,531	32,500	45,000	—	—	29,031
454 - Lea Regional Airport	1,697,876	6,357,700	984,540	8,554,681	2,000,000	516,355
455 - Lovington Airport	18,805	430,833	147,720	1,141,667	1,000,000	160,251
456 - Jal Airport	87,989	400,834	134,345	685,000	500,000	169,477
460 - Fairgrounds	492,241	95,000	731,853	813,500	1,000,000	41,887
461 - Fair and Rodeo	580,997	1,066,400	1,758,354	—	600,000	489,043
462 - Hispanic Heritage Night	20,568	115,000	203,643	—	100,000	31,925
463 - Event Center	545,571	228,700	1,312,147	1,147,000	2,000,000	315,124
499 - Property Valuation Fund	1,267,394	626,827	841,731	30,000	—	1,022,490
604 - EMS Knowles	24,743	5,000	5,000	—	—	24,743
605 - Law Enforcement Protection Grant	1,918	64,400	64,400	—	—	1,918
607 - JAG Grant	12,336	—	—	—	—	12,336
608 - Lea County Drug Task Force	150,367	470,211	470,851	—	—	149,727
609 - Region VI Drug Task Force	27,085	1,038,955	992,849	—	—	73,191
610 - LCDTF Forfeitures Fund	23,475	30	20,000	—	—	3,505
613 - EMS Maljamar	6,994	—	6,993	—	—	1
618 - County Fire Marshal	87,848	79,232	79,232	—	—	87,848
621 - EMS Monument	1,017	5,000	5,000	—	—	1,017
Special Revenue Funds Total	15,130,959	25,221,120	38,002,246	67,878,531	76,400,000	10,871,302

Lea County Projected Changes in Fund Balances FY 21/22

	Beginning Cash 7/01/2021	Estimated Revenue	Operating Expenditures	Capital Outlay	Transfers In (Out)	Projected Cash 6/30/2022
Enterprise Fund						
675 - Water Service Fund	341,192	—	—	148,434	—	192,758
Enterprise Fund Total	341,192	—	—	148,434	—	192,758
Trust & Agency Funds						
635 - Water Users Association	21,905	—	1,350	—	—	20,555
800 - Trust & Agency	69,017	1,160,000	1,160,000	—	—	69,017
808 - Lea Co Communications Authority	443,239	3,589,535	3,563,536	20,000	—	449,238
810 - Solid Waste Authority	12,478,687	2,975,100	2,144,081	1,000,000	—	12,309,706
811 - Solid Waste Sinking	2,623,228	3,000	—	—	—	2,626,228
Trust & Agency Funds Total	15,636,076	7,727,635	6,868,967	1,020,000	—	15,474,744
Total All Funds	\$181,254,073	\$ 87,997,461	\$ 82,095,641	\$ 69,046,965	\$ —	\$118,108,928

The following funds are no longer active and have been removed from the budget report. Historical information can still be accessed in the fund budget breakout sections. If no information has been reported since FY 2020, the fund was removed.

411 - Environmental Gross Receipts Tax - Legislation enacted in 2020 by the New Mexico Legislature converted the Environmental Gross Receipts Tax to a County Local Option Tax and removed the restrictions. Lea County elected to transfer the fund balance to the General Fund and budget expenditures for Environmental Services in Department 26 of the General Fund. The associated Gross Receipt Tax revenue has been designated as General Fund revenue.

415 - Correction Fees - The revenue associated with the Correction Fees Fund is an allocation from the state that is restricted to expenditures to maintain the County Detention Center. Beginning in FY 21, the County elected to record the revenues in the Detention Center Fund - 418 in order to better utilize the revenue.

426 - Tire Recycling - \$1800 cash balance was transferred to the General Fund.

658 - Debt Service - Lea County retired the outstanding revenue bond debt in December 2019. The County has no plans to issue debt in the near term. The revenue used to fund the annual debt payments was a dedicated 1/8th County Wide Gross Receipts Tax increment. That revenue is now budgeted and accounted for in the General Fund.

619 - Fire Excise Tax - \$75,283 cash balance was transferred to the General Fund.

809 - Eddy-Lea Energy Alliance - Lea County was the designated fiscal agent for the Alliance until December 31, 2020. The City of Carlsbad, New Mexico is now the acting fiscal agent. The cash fund balance of \$52,382.73 was transferred to the City of Carlsbad in January 2021.

Lea County Personnel Budget Summary FY 21/22

	FTE	Salary	FICA & Medicare	PERA	Group Health Ins.	Retiree Ins.	Total
General Fund							
401-00 County Operations	5.00	\$ 150,982	\$ 11,550	\$ 22,836	\$ 101,502	\$ —	\$ 286,870
401-01 Executive	4.00	1,110,819	55,161	78,233	88,256	14,884	1,347,353
401-02 Information Technology	6.00	430,920	32,953	61,801	108,898	11,645	646,218
401-03 Facilities Department	17.00	863,702	66,065	124,342	335,672	23,430	1,413,211
401-04 Clerk's Recording & Filing	11.00	633,311	48,421	77,319	157,926	12,411	929,388
401-06 Assessor	11.20	559,564	42,799	80,271	180,620	12,967	876,220
401-07 Treasurer	6.00	335,354	25,647	47,361	58,416	6,766	473,543
401-08 Sheriff	89.00	7,311,253	572,753	1,829,536	1,579,278	229,581	11,522,401
401-09 Probate Judge	1.00	26,532	2,026	—	18,416	—	46,974
401-24 Legal	1.00	431,891	23,590	29,948	18,416	5,643	509,488
401-25 Human Resources	3.00	231,857	17,714	33,946	67,100	6,396	357,013
401-26 Environmental Services	11.70	462,252	35,362	65,863	203,037	12,411	778,925
401-56 DWI Program	3.42	249,641	19,098	37,758	61,291	7,115	374,902
401-75 Finance	9.00	545,592	41,715	76,652	136,661	14,444	815,064
401-76 Planning	1.50	62,869	4,810	8,850	18,416	1,668	96,612
401-77 Emergency Management	2.45	172,014	13,159	22,872	32,922	4,310	245,277
General Fund Total	182.27	13,578,553	1,012,822	2,597,588	3,166,826	363,669	20,719,459
Special Revenue Funds							
402-10 Road Department	43.50	1,546,726	118,301	215,721	508,675	40,648	2,430,071
409-16 Airport Fire & Rescue	2.00	200,305	15,323	10,600	48,684	1,997	276,910
412-43 DWI - State	8.00	367,112	28,084	55,526	147,475	10,463	608,659
418-23 Detention Center	89.00	5,389,059	412,185	628,401	1,416,986	118,409	7,965,041
424-77 EMPG Reimbursement	0.25	28,540	2,183	4,190	4,604	789	40,306
435-56 DWI Program	1.00	92,049	7,042	7,198	24,342	1,356	131,987
436-65 LDWI Grant	2.58	129,533	9,909	19,592	46,769	3,692	209,496
454-18 Lea Regional Airport	2.00	87,131	6,666	11,276	35,494	2,125	142,690
455-18 Zip Franklin Airport	1.00	43,565	3,333	5,638	17,747	1,062	71,345
456-18 Jal Airport	1.00	43,565	3,333	5,638	17,747	1,062	71,345
460-32 Fairgrounds	5.16	227,783	17,425	30,809	54,831	5,805	336,653
461-33 Fair & Rodeo	0.72	108,413	8,294	4,299	7,651	810	129,467
462-34 Hispanic Heritage Night	0.12	14,321	1,096	716	1,275	135	17,543
463-31 Event Center	5.00	202,479	15,490	27,010	35,034	5,089	285,102
499-46 Assessor's Valuation	1.80	150,926	11,546	13,004	20,306	2,450	198,231
608-41 LC Drug Task Force	3.00	284,490	8,409	10,489	8,309	1,976	313,673
Special Revenue Funds Total	166.13	8,915,997	668,617	1,050,107	2,395,928	197,871	13,228,520
Trust & Agency							
808-78 Lea County Communications Authority	29.00	1,710,970	130,889	203,378	456,885	38,323	2,540,445
810-20 Solid Waste Authority	1.60	81,219	6,213	10,890	22,322	2,052	122,696
Trust & Agency Total	30.60	1,792,188	137,102	214,269	479,207	40,375	2,663,141
Grand Total	379.00	\$ 24,286,738	\$ 1,818,542	\$ 3,861,964	\$ 6,041,960	\$ 601,915	\$ 36,611,120

LEA COUNTY NEW MEXICO

Capital Outlays FY 22

402-10 Road Department

4251 - Road Construction - New Chip Seal	\$ 8,127,741
4315 - Pickup (s)	98,000
4412 - Side Dump (Truck and Trailer)	245,000
4558 - Broom(s)	52,000
4599 - Chip Spreader	440,000
4616 - Camera System (Alabama Pit)	20,000
4624 - Road Facility Remodel	75,000
4703 - 20 CO-OP CO	118,120
4704 - 20 CO-OP ST	200,000
4705 - 20 CAP CO	104,119
4706 - 20 CAP ST	228,953
4750 - Belly Dump Truck and Trailer	245,000
4764 - 21 CAP CO	91,595
4765 - 21 CAP ST	274,800
4766 - 21 CO-OP CO	69,700
4767 - 21 CO-OP ST	207,110
4768 - 21 SB CO	85,560
4769 - 21 SB ST	256,700
	<hr/>
	10,939,398
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404-12 Community Recreation

4104 - Facility Improvements	<hr/> 100,000
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418-23 Detention Facility

4238 - Kitchen Equipment	50,000
4324 - Copier	10,000
4362 - Camera(s)	20,000
4382 - Vehicle	100,000
4440 - Equipment	567,000
4605 - Radio Equipment and Upgrades	15,000
4757 - Detention Center Upgrades	6,600,000
	<hr/>
	7,362,000
	<hr/>

430-County Operations

4110 - Judicial Complex - Sheriff	Sheriff	100,000
4123 - County Fire Department Improvements	Emergency Mgmt.	3,000,000
4125 - Facility Improvements	Commission	500,000
4139 - General Services Building	Commission	500,000
4250 - Water Rights	Commission	300,000
4315 - Pickup(s)	Environmental	300,000
4328 - Remodel Courthouse	Commission	21,800,000
4331 - Server Upgrade	Info Technology	120,000
4331 - Server Upgrade	Sheriff	31,000
4333 - Judicial Complex	Commission	2,000,000
4367 - Equipment	Info Technology	160,000
4367 - Equipment	Facilities	75,000

LEA COUNTY NEW MEXICO

Capital Outlays FY 22

430-County Operations Cont'd

4367 - Equipment	Environmental	180,000
4367 - Equipment	DWI Probation	18,000
4367 - Equipment (EMS Command Post and Vehicle)	Emergency Mgmt	350,000
4382 - Vehicle(s)	Facilities	55,000
4382 - Vehicle(s)	Sheriff	802,995
4382 - Vehicle(s)	Finance	50,000
4382 - Vehicle(s)	Info Technology	40,000
4382 - Vehicle(s)	DWI/Probation	120,000
4438 - Fire Trucks	Emergency Mgmt.	607,000
4440 - Equipment	Sheriff	96,290
4442 - Sheriff's Office	Commission	200,000
4641 - Computer Equipment	Environmental	40,000
4461 - Purcell Building	Commission	60,000
4499 - Fire Department Water Systems	Emergency Mgmt.	300,000
4589 - Convenience Centers	Environmental	2,100,000
4734 - Lea County Annex Remodel	Commission	500,000
4776 - Accounting/Financial System	Commission	100,000
4778 - Lea County Health Facility	Commission	2,600,000
		<hr/>
		37,105,285

454-18 Lea Regional Airport

4104 - Capital Improvements	139,831
4125 - Facility Improvements	2,025,000
4209 - Terminal Reconstruction-Hobbs	200,000
4287 - Safety Area Improvements-Design & Environmental	10,000
4288 - Safety Area Improvements	1,300,000
4294 - Property Acquisition - Lea Regional Airport	200,000
4310 - Wildlife Hazard Assessment	125,000
4461 - Storage Building	50,000
4592 - Firefighting Training Facility	40,000
4707 - ARFF Building Exhaust System	76,000
4708 - Parking Lot	600,000
4713 - Mower - Rotary	58,850
4714 - Security Improvements	15,000
4743 - Hobbs RW 3/21 Extension	3,570,000
4745 - Hobbs STARS LITE Design	30,000
4755 - Hangar Improvements	115,000
	<hr/>
	8,554,681

455-18 Lovington Zip Franklin Airport

4104 - Airport Action Plan	110,000
4292 - Property Acquisition - Zip Franklin Airport	50,000
4440 - Equipment - Capital	100,000
4493 - Electrical Vault & Generator	200,000
4495 - PAPI System Installation	166,667
4542 - Lighting Upgrade	450,000

LEA COUNTY NEW MEXICO

Capital Outlays FY 22

4714 - Security Improvements	15,000
4736 - Lovington Airport Improvements	<u>50,000</u>
	<u>1,141,667</u>
456-18 Jal Airport	
4104 - Airport Action Plan	110,000
4373 - Taxiway Rehabilitation	60,000
4547 - Pavement Rehabilitation	450,000
4714 - Security Improvements	15,000
4737 - Improvements - Jal Airport	<u>50,000</u>
	<u>685,000</u>
460-32 Lea County Fairgrounds	
4125 - Facility Improvements	200,000
4242 - Chairs	2,000
4246 - Tables	4,000
4313 - All Terrain Vehicle	12,500
4315 - Pickup(s)	45,000
4389 - Tractor	50,000
4586 - Fairgrounds Improvements	<u>500,000</u>
	<u>813,500</u>
463-31 Lea County Event Center	
4367 - Equipment	50,000
4382 - Vehicle	40,000
4778 - Building Improvements	<u>1,057,000</u>
	<u>1,147,000</u>
499-46 Assessor Property Valuation Fund	
4324 - Equipment	<u>30,000</u>
675-85 Water Service Fund	
4499 - Water/Sewer System	<u>148,434</u>
808-78 Lea County Communications Authority	
4641 - Computer Equipment	10,000
4714 - Security Improvements	<u>10,000</u>
	<u>20,000</u>
810-20 Lea County Solid Waste Authority	
4642 - Landfill Improvements	<u>1,000,000</u>
Total Capital Projects	<u><u>\$ 69,046,965</u></u>

Lea County Outside Agency Funding FY 21/22

	FY 21 Approved	FY 22 Approved
Economic Development		
401-002048		
Airline Support	\$ 1,150,000	\$ 1,150,000
EDC of Lea County	393,000	393,000
EDC of Lea County - LEACO Broadband Project	400,000	—
Lovington Main Street	77,000	100,000
Lovington EDC	24,000	65,000
	2,044,000	1,708,000
Community Development		
401-002157		
CASA of Lea County	50,000	50,000
Meals to You (through Nor-Lea Hospital)	26,000	26,000
Option, Inc.	60,000	75,000
Salvation Army	14,000	25,000
WHI Hobbs	25,000	25,000
The Phoenix House	50,000	55,000
Legacy Pregnancy Center	—	25,000
Prior Year Commitments	—	—
	225,000	281,000
Agricultural Agent		
401-002061		
NMSU Agricultural & Home Extension	103,912	108,242
	103,912	108,242
Farm & Range		
403-112091		
Soil & Water Conservation	62,400	65,000
403-112092		
USDA	56,160	56,160
Prior Year Commitments	—	—
	118,560	121,160
Local Government Support		
401-002179		
Current Year		
Capital Improvements - District 1	—	200,000
Capital Improvements - District 2	—	200,000
Capital Improvements - District 3	—	200,000
Capital Improvements - District 4	—	200,000
Capital Improvements - District 5	—	200,000
	—	1,000,000

Lea County Outside Agency Funding FY 21/22

	FY 21 Approved	FY 22 Approved
Indigent Mental Health		
406-132110		
Community Drug Coalition	56,000	50,000
Faith in Action	—	12,000
Guidance Center	20,000	24,000
Child Advocacy Center of Lea County	—	60,000
My Power	44,000	50,000
Opportunity House	48,000	48,000
Palmer Drug Abuse	50,000	75,000
Prior Year Commitments	—	—
	218,000	319,000
	\$ 2,709,472	\$ 3,537,402

LEA COUNTY GENERAL FUND



General Fund Revenue and Expenditure Budget Summary

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
401-00 County Operations					
Revenue					
Oil & Gas Taxes					
1030 - Oil & Gas Production	\$ 52,179,468	\$ 14,000,000	\$ 47,015,287	\$ 19,206,497	37.2 %
1040 - Oil & Gas Equipment	8,403,936	5,000,000	10,409,607	4,026,858	(19.5)%
Oil & Gas Taxes Total	<u>60,583,404</u>	<u>19,000,000</u>	<u>57,424,894</u>	<u>23,233,355</u>	<u>22.3 %</u>
Property Taxes					
1010 - Current Taxes	20,858,598	18,199,889	25,286,518	23,450,823	28.9 %
1020 - Delinquent Taxes	688,028	694,319	1,400,087	428,302	(38.3)%
Property Taxes Total	<u>21,546,626</u>	<u>18,894,208</u>	<u>26,686,606</u>	<u>23,879,125</u>	<u>26.4 %</u>
Gross Receipt Taxes					
1800 - Gross Receipt Taxes	—	4,750,107	8,709,352	3,694,773	(22.2)%
Payment in Lieu of Taxes					
1080 - Fed Payment In Lieu Of Taxes	1,183,659	1,100,000	1,203,243	1,100,000	— %
1081 - Local Payment In Lieu Of Taxes	1,842,532	1,800,000	1,820,822	1,800,000	— %
Payment in Lieu of Taxes Total	<u>3,026,191</u>	<u>2,900,000</u>	<u>3,024,065</u>	<u>2,900,000</u>	<u>— %</u>
Charges for Services					
1210 - County Clerk Fees	503,781	300,000	548,370	199,500	(33.5)%
1220 - Probate Clerk Fees	6,600	2,000	7,860	1,400	(30.0)%
1450 - Xerox,Maps,Voters List	39,000	1,500	3,755	2,800	86.7 %
Charges for Services Total	<u>549,381</u>	<u>303,500</u>	<u>559,985</u>	<u>203,700</u>	<u>(32.9)%</u>
Intergovernmental					
1215 - HB 6 Distribution	235,751	282,900	518,651	—	(100.0)%
1456 - DOJ Grant (Sheriff)	—	—	—	147,928	— %
1458 - NM Legislative Grant	—	64,965	64,966	—	(100.0)%
1495 - Safer NM Fed Grant	33,683	37,397	28,434	13,495	(63.9)%
Intergovernmental Total	<u>269,433</u>	<u>385,262</u>	<u>612,050</u>	<u>161,423</u>	<u>(58.1)%</u>
Miscellaneous					
1050 - Interest	297,625	137,500	348,267	140,000	1.8 %
1062 - Administrative Fee - LCSWA	—	128,735	128,734	71,077	(44.8)%
1180 - Interest On Investments	1,236,100	349,500	175,618	121,111	(65.3)%
1181 - Interest-County Clerk	131	25	61	35	40.0 %
1212 - Book Store Permit	500	250	500	350	40.0 %
1230 - Civil Fees	34,490	18,500	29,591	15,379	(16.9)%
1250 - Sub-Division Fees	2,025	49,725	5,695	56,084	12.8 %
1260 - Refunds	37,254	37,112	85,779	47,429	27.8 %
1262 - Vol, Firefighter Reimbursement	791	—	—	—	— %
1265 - Franchise Fees	32,870	15,000	35,150	20,446	36.3 %
1268 - Road Crossing Permit	37,531	50,000	130,327	48,420	(3.2)%
1269 - Pit Royalties	—	3,500	—	—	(100.0)%

General Fund Revenue and Expenditure Budget Summary

	FY 20 Actual	FY 21 Adjusted	FY 21 Actual	FY 22 Budget	% Change
1270 - Insurance Recovery	117,286	12,500	112,675	2,800	(77.6)%
1340 - Sale Of County Property	285,199	158,544	355,714	105,000	(33.8)%
1341 - Civil Penalties	191,872	40,000	212,886	74,529	86.3 %
1381 - Miscellaneous	250,708	68,245	228,890	107,983	58.2 %
1530 - General Motor Vehicle	262,098	125,000	296,901	165,687	32.5 %
1599 - Emergency Management	16,000	—	—	—	— %
Miscellaneous Total	2,802,479	1,194,136	2,146,789	976,330	(18.2)%
Total Revenue	88,777,514	47,427,213	99,163,741	55,048,706	16.1 %
Expenditures					
401-00 County Operations	11,466,282	6,581,629	7,350,946	9,070,186	37.8 %
401-01 County Executive	773,078	1,418,568	773,615	1,458,041	2.8 %
401-02 Information Technology Department	873,927	979,635	933,637	1,147,760	17.2 %
401-03 Facilities Department	1,807,149	2,541,646	1,483,937	2,905,667	14.3 %
401-04 Clerk's Recording & Filing	927,069	1,013,719	857,570	1,076,608	6.2 %
401-06 County Assessor	835,174	839,374	797,824	896,720	6.8 %
401-07 County Treasurer	455,896	497,685	466,842	520,543	4.6 %
401-08 County Sheriff	11,347,846	12,133,585	11,292,269	12,997,965	7.1 %
401-09 Probate Judge	46,477	49,197	46,246	50,074	1.8 %
401-24 Legal Department	595,715	1,105,356	437,950	1,108,746	0.3 %
401-25 Human Resources	484,926	575,742	450,559	657,013	14.1 %
401-26 Environmental Services	—	2,185,303	2,078,493	3,014,425	37.9 %
401-56 DWI Program	320,853	229,051	108,077	518,902	126.5 %
401-75 Finance Department	872,573	928,234	851,118	1,104,389	19.0 %
401-76 Planning Department	91,439	124,617	91,389	132,612	6.4 %
401-77 Emergency Management	247,664	550,727	246,167	564,777	2.6 %
Total Expenditures	31,146,069	31,754,068	28,266,640	37,224,428	17.2 %
Net Change from Operations	57,631,445	15,673,145	70,897,101	17,824,278	13.7 %
Cash Fund Balance Beginning of Year	81,189,389	103,498,129	103,498,130	150,145,847	45.1 %
Cash Transfer to/from the General Fund	(35,322,705)	(68,814,497)	(24,249,383)	(76,400,000)	11.0 %
Cash Fund Balance End of Year	\$ 103,498,129	\$ 50,356,777	\$ 150,145,847	\$ 91,570,125	81.8 %

401-00 County Operations

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Expenditures					
Salaries & Benefits					
2001 - Elected Official(s)	\$ 139,146	\$ 146,420	\$ 145,045	\$ 150,982	3.1 %
2063 - PERA	17,065	21,048	19,957	22,836	8.5 %
2064 - FICA	10,365	10,646	10,646	11,550	8.5 %
2065 - Health Insurance	76,519	85,129	85,129	101,502	19.2 %
Total Salaries & Benefits	<u>243,095</u>	<u>263,243</u>	<u>260,777</u>	<u>286,870</u>	<u>9.0 %</u>
Operating Costs					
2008 - Printing & Publishing	4,864	15,000	25,019	15,000	— %
2010 - Travel/Per Diem	8,695	15,000	105	15,000	— %
2016 - Education/Registration/Dues	3,837	7,500	945	7,500	— %
2021 - Advisory Boards Per Diem	8,250	15,000	6,930	15,000	— %
2041 - Environmental Operations	11,034	37,000	9,249	37,000	— %
2047 - Contractual - Governmental Unit	1,250,000	—	—	—	— %
2048 - Economic Development	1,479,136	2,044,000	1,646,682	1,708,000	(16.4)%
2056 - Economic Development Travel	—	8,000	—	8,000	— %
2060 - Water Resource Development	61,153	100,000	1,165	100,000	— %
2061 - Contractual - Agriculture Agent	108,242	103,912	103,912	108,242	4.2 %
2062 - Audit	59,763	59,763	59,763	59,763	— %
2066 - Insurance - Worker's Comp	448,946	261,000	258,709	256,000	(1.9)%
2067 - Property/Liability Insurance	901,028	1,035,480	1,006,687	2,300,000	122.1 %
2069 - Membership Dues	35,250	50,000	42,420	50,000	— %
2112 - Rental Of Land	11,256	25,000	8,994	25,000	— %
2126 - State Unemployment Tax	17,992	20,600	237	20,600	— %
2130 - Computers And Peripherals	—	5,000	—	5,000	— %
2157 - Agency Support	247,000	225,000	186,762	281,000	24.9 %
2179 - Local Government Support	4,510,277	—	1,863,000	1,000,000	— %
2207 - Administrative Fee	—	210,000	232,366	226,000	7.6 %
2237 - 2020 Census	57,900	75,437	73,450	—	(100.0)%
2430 - Emergency Communications Center	1,849,869	1,710,794	1,430,234	1,773,211	3.6 %
2441 - Service Award	1,144	2,000	724	2,000	— %
2442 - DA Office Rent	84,000	42,900	35,000	21,000	(51.0)%
2909 - Judicial Complex Operations	63,552	250,000	97,817	750,000	200.0 %
Total Operating Costs	<u>11,223,187</u>	<u>6,318,386</u>	<u>7,090,168</u>	<u>8,783,316</u>	<u>39.0 %</u>
Total Expenditures	<u>\$ 11,466,282</u>	<u>\$ 6,581,629</u>	<u>\$ 7,350,946</u>	<u>\$ 9,070,186</u>	<u>37.8 %</u>

401-00 Lea County Operations

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
401-00 County Operations							
Elected Official(s)							
Commissioner	<u>5.00</u>	<u>\$ 150,982</u>	<u>\$ 11,550</u>	<u>\$ 22,836</u>	<u>\$ 101,502</u>	<u>\$ —</u>	<u>\$ 286,870</u>
Elected Official(s) Total	<u>5.00</u>	<u>150,982</u>	<u>11,550</u>	<u>22,836</u>	<u>101,502</u>	<u>—</u>	<u>286,870</u>
 County Operations Total	<u>5.00</u>	<u>\$ 150,982</u>	<u>\$ 11,550</u>	<u>\$ 22,836</u>	<u>\$ 101,502</u>	<u>\$ —</u>	<u>\$ 286,870</u>

401-01 Executive

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Expenditures					
Salaries & Benefits					
2002 - Full-Time Positions	\$ 491,385	\$ 510,430	\$ 510,430	\$ 541,924	6.2 %
2005 - Overtime	11,323	10,000	10,000	10,000	— %
2063 - PERA	51,155	51,188	51,188	52,218	2.0 %
2064 - FICA	28,056	52,752	27,761	55,161	4.6 %
2065 - Health Insurance	77,974	84,053	81,534	88,256	5.0 %
2103 - Contract Severance	—	389,609	—	389,609	— %
2109 - SEC 125 Flex Spending	—	155	—	155	— %
2170 - Alternative Retirement Contribution	23,000	26,015	23,715	26,015	— %
2185 - Vehicle Allowance	20,992	21,000	20,973	21,000	— %
2200 - Retiree Health Care	9,645	14,547	9,645	14,884	2.3 %
2208 - Vacation	37,770	148,131	17,494	148,131	— %
Total Salaries & Benefits	<u>751,300</u>	<u>1,307,880</u>	<u>752,740</u>	<u>1,347,353</u>	<u>3.0 %</u>
Operating Costs					
2008 - Printing & Publishing	2,132	6,300	4,822	6,300	— %
2009 - Office Supplies	7,518	12,388	10,599	12,388	— %
2010 - Travel/Per Diem	4,147	12,000	—	12,000	— %
2011 - Vehicle - Gas & Oil	613	4,000	97	4,000	— %
2016 - Education/Registration/Dues	4,295	7,000	1,775	7,000	— %
2111 - Vehicle - Maintenance	—	1,000	16	1,000	— %
2130 - Computers And Peripherals	3,000	3,000	3,000	3,000	— %
2152 - Contract Labor/Professional Svcs	—	50,000	566	50,000	— %
2165 - Software	74	15,000	—	15,000	— %
Total Operating Costs	<u>21,779</u>	<u>110,688</u>	<u>20,875</u>	<u>110,688</u>	<u>— %</u>
Total Expenditures	<u>\$ 773,078</u>	<u>\$ 1,418,568</u>	<u>\$ 773,615</u>	<u>\$ 1,458,041</u>	<u>2.8 %</u>

401-01 Executive

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
401-01 Executive							
Full-Time Positions							
Assist. County Manager	1.00	\$ 177,000	\$ 13,541	\$ —	\$ 24,342	\$ 5,045	\$ 219,928
Executive Coordinator	1.00	73,579	5,629	11,129	24,342	2,097	\$ 116,776
County Historian	1.00	69,510	5,318	10,513	18,416	1,981	\$ 105,738
County Manager	1.00	202,155	15,465	30,576	21,156	5,761	\$ 275,113
Full-Time Positions Total	4.00	522,244	39,952	52,218	88,256	14,884	717,554
Alt. Retirement Contribution		—	—	26,015	—	—	\$ 26,015
Contract Severance		389,609	—	—	—	—	\$ 389,609
Longevity Pay		19,680	1,506	—	—	—	\$ 21,186
Overtime		10,000	765	—	—	—	\$ 10,765
SEC 125 Flex Spending		155	—	—	—	—	\$ 155
Vacation		148,131	11,332	—	—	—	\$ 159,463
Vehicle Allowance		21,000	1,607	—	—	—	\$ 22,607
Executive Total	<u>4.00</u>	<u>\$ 1,110,819</u>	<u>\$ 55,161</u>	<u>\$ 78,233</u>	<u>\$ 88,256</u>	<u>\$ 14,884</u>	<u>\$ 1,347,353</u>

401-02 Information Technology

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Expenditures					
Salaries & Benefits					
2002 - Full-Time Positions	\$ 344,742	\$ 346,403	\$ 346,401	\$ 419,165	21.0 %
2005 - Overtime	7,569	10,000	7,720	8,000	(20.0)%
2063 - PERA	51,065	52,393	52,382	61,801	18.0 %
2064 - FICA	26,475	27,541	26,516	32,953	19.7 %
2065 - Health Insurance	60,946	80,529	61,203	108,898	35.2 %
2109 - SEC 125 Flex Spending	—	155	—	155	— %
2200 - Retiree Health Care	9,627	9,872	9,870	11,645	18.0 %
2208 - Vacation	—	3,600	—	3,600	— %
Total Salaries & Benefits	<u>500,425</u>	<u>530,493</u>	<u>504,093</u>	<u>646,218</u>	<u>21.8 %</u>
Operating Costs					
2007 - Communications	261,736	269,300	264,597	275,000	2.1 %
2009 - Office Supplies	8,492	7,650	6,686	7,650	— %
2010 - Travel/Per Diem	638	1,000	—	1,000	— %
2011 - Vehicle - Gas & Oil	2,509	2,700	1,962	2,700	— %
2012 - Maintenance	46,650	61,500	60,873	68,000	10.6 %
2016 - Education/Registration/Dues	2,517	1,000	—	1,000	— %
2101 - Contract - Data Processing	21,823	34,200	26,745	34,200	— %
2104 - Contract - Other Services	4,512	3,500	3,099	43,500	1,142.9 %
2111 - Vehicle - Maintenance	943	1,800	1,374	2,000	11.1 %
2130 - Computers And Peripherals	5,814	10,000	9,908	10,000	— %
2287 - Software License Agreement	—	37,492	36,332	37,492	— %
2605 - Operating Costs	9,996	9,000	8,982	9,000	— %
2899 - Disaster Recovery	7,870	10,000	8,986	10,000	— %
Total Operating Costs	<u>373,502</u>	<u>449,142</u>	<u>429,545</u>	<u>501,542</u>	<u>11.7 %</u>
Total Expenditures	<u>\$ 873,927</u>	<u>\$ 979,635</u>	<u>\$ 933,637</u>	<u>\$ 1,147,760</u>	<u>17.2 %</u>

401-02 Information Technology

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
401-02 Information Technology							
Full-Time Positions							
Director of I.T.	1.00	\$ 122,806	\$ 9,395	\$ 18,574	\$ 8,309	\$ 3,500	\$ 162,584
IT Administrator	1.00	89,981	6,884	13,610	24,342	2,564	\$ 137,381
IT Technician	4.00	195,817	14,980	29,617	76,247	5,581	\$ 322,242
Full-Time Positions Total	<u>6.00</u>	<u>408,605</u>	<u>31,258</u>	<u>61,801</u>	<u>108,898</u>	<u>11,645</u>	<u>622,207</u>
Longevity Pay		10,560	808	—	—	—	11,368
Overtime		8,000	612	—	—	—	8,612
SEC 125 Flex Spending		155	—	—	—	—	155
Vacation		3,600	275	—	—	—	3,875
Information Technology Total	<u>6.00</u>	<u>\$ 430,920</u>	<u>\$ 32,953</u>	<u>\$ 61,801</u>	<u>\$ 108,898</u>	<u>\$ 11,645</u>	<u>\$ 646,218</u>

401-03 Facilities

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Expenditures					
Salaries & Benefits					
2002 - Full-Time Positions	\$ 636,171	\$ 673,781	\$ 552,939	\$ 837,697	24.3 %
2005 - Overtime	32,926	22,500	17,290	18,000	(20.0)%
2063 - PERA	71,396	102,029	80,877	124,342	21.9 %
2064 - FICA	51,866	53,870	44,010	66,065	22.6 %
2065 - Health Insurance	187,131	226,327	181,488	335,672	48.3 %
2109 - SEC 125 Flex Spending	—	105	—	105	— %
2200 - Retiree Health Care	13,463	19,178	18,672	23,430	22.2 %
2208 - Vacation	7,900	7,900	5,601	7,900	— %
Total Salaries & Benefits	<u>1,000,852</u>	<u>1,105,690</u>	<u>900,877</u>	<u>1,413,211</u>	<u>27.8 %</u>
Operating Costs					
2009 - Office Supplies	3,500	3,500	3,045	5,000	42.9 %
2010 - Travel/Per Diem	63	2,500	—	2,500	— %
2011 - Vehicle - Gas & Oil	17,599	33,000	12,604	35,000	6.1 %
2013 - Rental Of Equipment	3,478	5,000	688	5,000	— %
2016 - Education/Registration/Dues	177	1,500	130	1,500	— %
2025 - Utilities	242,544	267,930	178,352	267,930	— %
2032 - Building Maintenance-Event Center	99	—	—	—	— %
2046 - Janitors Supplies	76,549	95,000	44,673	95,000	— %
2079 - Contractual Service - Maintenance	78,364	236,526	94,579	286,526	21.1 %
2082 - Safety Equipment	4,480	130,000	3,619	130,000	— %
2111 - Vehicle - Maintenance	8,332	32,000	6,388	32,000	— %
2130 - Computers And Peripherals	4,040	5,000	4,126	8,000	60.0 %
2131 - Uniforms	2,963	8,000	5,777	8,000	— %
2152 - Contract Labor/Professional Service	32,465	60,000	9,232	60,000	— %
2700 - Maintenance	152,965	220,000	135,126	220,000	— %
2703 - Maintenance - Sheriff's Dept	10,654	—	—	—	— %
2708 - Maintenance - Other Buildings	106,272	160,000	39,747	160,000	— %
2802 - Staff Labor	21,494	126,000	44,974	126,000	— %
2998 - Roof Management	40,257	50,000	—	50,000	— %
Total Operating Costs	<u>806,297</u>	<u>1,435,956</u>	<u>583,060</u>	<u>1,492,456</u>	<u>3.9 %</u>
Total Expenditures	<u>\$ 1,807,149</u>	<u>\$ 2,541,646</u>	<u>\$ 1,483,937</u>	<u>\$ 2,905,667</u>	<u>14.3 %</u>

401-03 Facilities

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
401-03 Facilities Department							
Full-Time Positions							
Custodian	7.00	\$ 234,278	\$ 17,922	\$ 35,434	\$ 158,542	\$ 6,677	\$ 452,853
Administrative Coordinator	1.00	35,468	2,713	5,365	8,309	1,011	52,866
Director	1.00	120,750	9,237	18,263	24,342	3,441	176,034
Facilities Specialist	1.00	60,409	4,621	9,137	7,230	1,722	83,119
Maintenance Specialist	1.00	67,943	5,198	10,276	24,342	1,936	109,696
Maintenance Tech	4.00	148,730	11,378	22,495	64,223	4,239	251,066
Construction Specialist	1.00	75,741	5,794	11,456	24,342	2,159	119,492
Electrician	1.00	78,777	6,026	11,915	24,342	2,245	123,305
Full-Time Positions Total	17.00	822,097	62,890	124,342	335,672	23,430	1,368,431
Longevity Pay		15,600	1,193	—	—	—	16,793
Overtime		18,000	1,377	—	—	—	19,377
SEC 125 Flex Spending		105	—	—	—	—	105
Vacation		7,900	604	—	—	—	8,504
Facilities Department Total	<u>17.00</u>	<u>\$ 863,702</u>	<u>\$ 66,065</u>	<u>\$ 124,342</u>	<u>\$ 335,672</u>	<u>\$ 23,430</u>	<u>\$ 1,413,211</u>

401-04 County Clerk

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Expenditures					
Salaries & Benefits					
2001 - Elected Official(s)	\$ 65,855	\$ 71,920	\$ 70,846	\$ 75,733	5.3 %
2002 - Full-Time Positions	419,485	414,731	382,518	457,068	10.2 %
2003 - Part-Time Positions	—	7,150	—	7,150	— %
2004 - Temporary Positions	45,545	62,700	44,285	62,700	— %
2005 - Overtime	24,587	22,500	15,740	22,500	— %
2063 - PERA	71,993	72,688	68,552	77,319	6.4 %
2064 - FICA	40,567	44,427	37,602	48,421	9.0 %
2065 - Health Insurance	132,299	150,404	127,178	157,926	5.0 %
2109 - SEC 125 Flex Spending	—	360	—	360	— %
2200 - Retiree Health Care	12,293	11,819	11,820	12,411	5.0 %
2208 - Vacation	169	7,800	1,529	7,800	— %
Total Salaries & Benefits	<u>812,792</u>	<u>866,499</u>	<u>760,070</u>	<u>929,388</u>	<u>7.3 %</u>
Operating Costs					
2006 - Postage	1,890	2,000	2,000	2,000	— %
2007 - Communications	1,675	4,000	1,566	4,000	— %
2008 - Printing & Publishing	9,456	22,220	9,394	22,220	— %
2009 - Office Supplies	17,229	20,000	11,243	20,000	— %
2010 - Travel/Per Diem	4,808	4,500	329	4,500	— %
2012 - Maintenance	28,912	41,000	33,589	41,000	— %
2016 - Education/Registration/Dues	2,990	2,500	1,636	2,500	— %
2030 - Precinct Board Judge/Clerk	24,000	26,000	17,284	26,000	— %
2031 - Other Election Expense	15,253	17,500	16,812	17,500	— %
2118 - Printing & Publishing - Spanish	8,062	5,500	3,647	5,500	— %
2122 - Spare Parts Inventory	—	2,000	—	2,000	— %
Total Operating Costs	<u>114,276</u>	<u>147,220</u>	<u>97,500</u>	<u>147,220</u>	<u>— %</u>
Total Expenditures	<u>\$ 927,069</u>	<u>\$ 1,013,719</u>	<u>\$ 857,570</u>	<u>\$ 1,076,608</u>	<u>6.2 %</u>

401-04 County Clerk

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
401-04 Clerk's Recording & Filing							
Elected Official(s)							
County Clerk	1.00	\$ 75,733	\$ 5,794	\$ 11,455	\$ 18,416	\$ —	\$ 111,397
Elected Official(s) Total	1.00	75,733	5,794	11,455	18,416	—	111,397
Full-Time Positions							
BOE Administrator	1.00	56,478	4,321	8,542	15,073	1,610	86,024
Chief Deputy	1.00	71,789	5,492	10,858	—	2,046	90,184
Deputy Clerk	6.00	219,841	16,818	33,251	97,712	6,265	373,888
Records Secretary	1.00	34,092	2,608	5,156	8,309	972	51,137
Records Technician	1.00	53,268	4,075	8,057	18,416	1,518	85,334
Full-Time Positions Total	10.00	435,468	33,313	65,865	139,510	12,411	686,567
Longevity Pay		21,600	1,652	—	—	—	23,252
Overtime		22,500	1,721	—	—	—	24,221
Part Time Positions		7,150	547	—	—	—	7696.975
SEC 125 Flex Spending		360	—	—	—	—	360
Temporary Positions		62,700	4,797	—	—	—	67,497
Vacation		7,800	597	—	—	—	8,397
Clerk's Recording & Filing Total	11.00	\$ 633,311	\$ 48,421	\$ 77,319	\$ 157,926	\$ 12,411	\$ 929,388

401-06 County Assessor

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Expenditures					
Salaries & Benefits					
2001 - Elected Official(s)	\$ 75,733	\$ 75,733	\$ 75,571	\$ 75,733	— %
2002 - Full-Time Positions	461,204	431,214	431,214	472,526	9.6 %
2005 - Overtime	2,184	3,000	813	3,000	— %
2063 - PERA	79,523	76,676	76,676	80,271	4.7 %
2064 - FICA	40,086	39,638	38,168	42,799	8.0 %
2065 - Health Insurance	161,012	172,018	162,000	180,620	5.0 %
2109 - SEC 125 Flex Spending	—	105	—	105	— %
2200 - Retiree Health Care	15,000	12,290	12,290	12,967	5.5 %
2208 - Vacation	431	8,200	—	8,200	— %
Total Salaries & Benefits	<u>835,174</u>	<u>818,874</u>	<u>796,732</u>	<u>876,220</u>	<u>7.0 %</u>
Operating Costs					
2008 - Printing & Publishing	—	6,500	—	6,500	— %
2009 - Office Supplies	—	7,500	1,092	7,500	— %
2010 - Travel/Per Diem	—	6,500	—	6,500	— %
Total Operating Costs	<u>—</u>	<u>20,500</u>	<u>1,092</u>	<u>20,500</u>	<u>— %</u>
Total Expenditures	<u>\$ 835,174</u>	<u>\$ 839,374</u>	<u>\$ 797,824</u>	<u>\$ 896,720</u>	<u>6.8 %</u>

401-06 County Assessor

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
401-06 Assessor							
Elected Official(s)							
County Assessor	1.00	\$ 75,733	\$ 5,794	\$ 11,455	\$ 18,416	\$ —	\$ 111,397
Elected Official(s) Total	1.00	75,733	5,794	11,455	18,416	—	111,397
Full-Time Positions							
Chief Appraiser	0.70	56,092	4,291	8,484	5,816	1,599	76,281
Chief Deputy	0.70	53,051	4,058	8,024	5,816	1,512	72,461
Deputy Assessor	5.40	213,000	16,294	32,216	112,104	6,070	379,684
Field Appraiser	2.40	73,086	5,591	11,054	30,158	2,083	121,973
GIS Analyst	1.00	59,754	4,571	9,038	8,309	1,703	83,375
Full-Time Positions Total	10.20	454,982	34,806	68,816	162,204	12,967	733,775
Longevity Pay		17,544	1,342	—	—	—	18,886
Overtime		3,000	230	—	—	—	3,230
SEC 125 Flex Spending		105	—	—	—	—	105
Vacation		8,200	627	—	—	—	8,827
Assessor Total	11.20	\$ 559,564	\$ 42,799	\$ 80,271	\$ 180,620	\$ 12,967	\$ 876,220

401-07 County Treasurer

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Expenditures					
Salaries & Benefits					
2001 - Elected Official(s)	\$ 65,853	\$ 71,920	\$ 70,796	\$ 75,728	5.3 %
2002 - Full-Time Positions	218,391	226,096	226,096	246,521	9.0 %
2005 - Overtime	1,786	3,000	167	3,000	— %
2063 - PERA	42,288	44,158	44,158	47,361	7.3 %
2064 - FICA	21,683	23,329	22,449	25,647	9.9 %
2065 - Health Insurance	50,523	63,633	63,309	58,416	(8.2)%
2109 - SEC 125 Flex Spending	—	105	—	105	— %
2200 - Retiree Health Care	7,973	8,444	8,444	6,766	(19.9)%
2208 - Vacation	—	10,000	—	10,000	— %
Total Salaries & Benefits	<u>408,496</u>	<u>450,685</u>	<u>435,418</u>	<u>473,543</u>	<u>5.1 %</u>
Operating Costs					
2008 - Printing & Publishing	9,426	15,000	12,634	15,000	— %
2009 - Office Supplies	12,442	10,000	9,811	10,000	— %
2010 - Travel/Per Diem	1,083	4,500	—	4,500	— %
2012 - Maintenance	5,180	7,000	3,022	7,000	— %
2016 - Education/Registration/Dues	2,450	4,500	125	4,500	— %
2106 - Contractual Services - Courier	7,320	—	—	—	— %
2130 - Computers And Peripherals	9,500	6,000	5,832	6,000	— %
Total Operating Costs	<u>47,401</u>	<u>47,000</u>	<u>31,424</u>	<u>47,000</u>	<u>— %</u>
Total Expenditures	<u>\$ 455,896</u>	<u>\$ 497,685</u>	<u>\$ 466,842</u>	<u>\$ 520,543</u>	<u>4.6 %</u>

401-07 County Treasurer

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
401-07 Treasurer							
Elected Official(s)							
County Treasurer	1.00	\$ 75,728	\$ 5,793	\$ 11,454	\$ —	\$ —	\$ 92,975
Elected Official(s) Total	1.00	75,728	5,793	11,454	—	—	92,975
Full-Time Positions							
Chief Deputy	1.00	71,788	5,492	10,858	18,416	2,046	108,600
Deputy Treasurer	2.00	89,959	6,882	13,606	23,382	2,564	136,393
Accounting Technician	2.00	75,654	5,788	11,443	16,618	2,156	111,658
Full-Time Positions Total	5.00	237,401	18,161	35,907	58,416	6,766	356,651
Longevity Pay		9,120	698	—	—	—	9,818
Overtime		3,000	230	—	—	—	3,230
SEC 125 Flex Spending		105	—	—	—	—	105
Vacation		10,000	765	—	—	—	10,765
Treasurer Total	6.00	\$ 335,354	\$ 25,647	\$ 47,361	\$ 58,416	\$ 6,766	\$ 473,543

401-08 County Sheriff

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Expenditures					
Salaries & Benefits					
2001 - Elected Official(s)	\$ 78,948	\$ 78,952	\$ 78,952	\$ 78,952	— %
2002 - Full-Time Positions	5,780,893	5,930,499	5,787,018	6,432,838	8.5 %
2003 - Part Time Positions	—	35,000	—	35,000	— %
2005 - Overtime	783,476	750,000	656,755	720,000	(4.0) %
2063 - PERA	1,303,861	1,732,121	1,352,048	1,829,536	5.6 %
2064 - FICA	521,702	531,784	508,822	572,753	7.7 %
2065 - Health Insurance	1,370,760	1,469,621	1,436,570	1,577,678	7.4 %
2068 - Life Ins - Det Officer	1,385	1,600	1,473	1,600	— %
2109 - SEC 125 Flex Spending	—	163	—	163	— %
2200 - Retiree Health Care	194,394	217,207	198,474	229,581	5.7 %
2208 - Vacation	14,865	44,300	37,856	44,300	— %
Total Salaries & Benefits	<u>10,050,284</u>	<u>10,791,247</u>	<u>10,057,967</u>	<u>11,522,401</u>	<u>6.8 %</u>
Operating Costs					
2006 - Postage	3,806	5,000	4,227	5,000	— %
2007 - Communications	159,057	188,000	185,720	190,000	1.1 %
2008 - Printing & Publishing	9,234	7,500	6,344	7,500	— %
2009 - Office Supplies	15,000	12,500	12,432	12,500	— %
2010 - Travel/Per Diem	54,107	53,789	37,140	53,789	— %
2011 - Vehicle - Gas & Oil	430,349	390,000	383,767	390,000	— %
2012 - Maintenance	47,118	45,000	36,451	45,000	— %
2013 - Rental Of Equipment	9,355	7,500	6,775	7,500	— %
2016 - Education/Registration/Dues	27,278	25,000	24,542	25,000	— %
2036 - Operational Expense	65,111	65,000	57,166	65,000	— %
2037 - Trans. & Extradition Of Prisoners	18,148	25,000	10,920	25,000	— %
2079 - Contractual Service - Maintenance	46,438	55,765	55,594	75,765	35.9 %
2086 - Contractual Service - Physicals	14,993	5,000	4,053	5,000	— %
2104 - Contract - Other Services	17,000	113,659	109,710	103,082	(9.3) %
2111 - Vehicle - Maintenance	127,670	135,000	133,444	135,000	— %
2131 - Uniforms	38,600	35,000	34,931	40,000	14.3 %
2232 - Non-Capital Equipment	28,156	32,925	29,723	147,928	349 %
2418 - Ammunition	26,681	20,000	6,017	20,000	— %
2419 - Confidential Funds	860	5,000	—	5,000	— %
2420 - Community Relations	10,000	7,500	7,106	10,000	— %
2421 - Recruitment	1,232	2,500	1,573	2,500	— %
2439 - Special Weapons And Tactics-Swat	79,218	40,700	28,700	40,000	(1.7) %
2440 - Investigations	9,408	10,000	9,186	10,000	— %
2897 - Vehicle & Personal Prop Damages	41,537	35,000	29,130	35,000	— %
2901 - Body Armor	17,205	20,000	19,651	20,000	— %
Total Operating Costs	<u>1,297,563</u>	<u>1,342,338</u>	<u>1,234,302</u>	<u>1,475,564</u>	<u>9.9 %</u>
Total Expenditures	<u>\$ 11,347,846</u>	<u>\$ 12,133,585</u>	<u>\$ 11,292,269</u>	<u>\$ 12,997,965</u>	<u>7.1 %</u>

401-08 County Sheriff

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
401-08 Sheriff							
Elected Official(s)							
Sheriff	1.00	\$ 78,952	\$ 6,040	\$ 22,146	\$ 18,416	\$ —	\$ 125,554
Elected Official(s) Total	1.00	78,952	6,040	22,146	18,416	—	125,554
Full-Time Positions							
Administrative Assistant	1.00	64,887	4,964	18,201	24,342	2,312	114,705
Chief Deputy	3.00	322,040	24,636	90,332	73,026	11,474	521,509
Crime Specialist	1.00	34,747	2,658	9,747	13,130	1,238	61,520
Criminal Records Mgr.	1.00	55,168	4,220	15,475	18,416	1,966	95,244
Criminal Records Spec.	4.00	158,406	12,118	44,433	72,904	5,644	293,504
Records Clerk	2.00	68,490	5,240	19,212	22,303	2,440	117,685
Deputy	51.00	3,488,861	266,898	978,625	846,758	124,308	5,705,450
Corporal	5.00	388,102	29,690	108,863	106,515	13,828	646,998
Sergeant	6.00	537,766	41,139	150,843	121,588	19,161	870,496
Undersheriff	1.00	113,556	8,687	31,852	24,342	4,046	182,483
Captain	2.00	187,633	14,354	52,631	32,651	6,685	293,954
Training Coordinator	1.00	100,952	7,723	28,317	18,416	3,597	159,005
Technical Services Adm.	1.00	89,981	6,884	25,240	18,416	3,206	143,726
Courthouse Security	2.00	100,462	7,685	28,180	8,309	3,579	148,215
Deputy Commander	1.00	87,181	6,669	24,454	24,342	3,106	145,752
Investigator	5.00	409,388	31,318	114,833	57,578	14,586	627,704
Investigative Specialist	1.00	64,820	4,959	18,182	24,342	2,310	114,612
Full-Time Positions Total	88.00	6,272,438	479,841	1,759,419	1,507,378	223,487	10,242,563
Task Force		—	13,455	47,971	51,884	6,094	119,404
Part-Time Positions		35,000	2,678	—	—	—	37,678
Incentive Pay		20,000	1,530	—	—	—	21,530
Longevity Pay		140,400	10,741	—	—	—	151,141
Overtime		720,000	55,080	—	—	—	775,080
Life Ins-Law/Det Officer		—	—	—	1,600	—	1,600
SEC 125 Flex Spending		163	—	—	—	—	163
Vacation		44,300	3,389	—	—	—	47,689
Sheriff Total	89.00	\$ 7,311,253	\$ 572,753	\$ 1,829,536	\$ 1,579,278	\$ 229,581	\$ 11,522,401

401-09 County Probate Judge

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Expenditures					
Salaries & Benefits					
2001 - Elected Official(s)	\$ 26,446	\$ 26,482	\$ 26,482	\$ 26,482	— %
2064 - FICA	1,956	2,026	1,956	2,026	— %
2065 - Health Insurance	16,960	17,539	17,027	18,416	5.0 %
2109 - SEC 125 Flex Spending	—	50	—	50	— %
Total Salaries & Benefits	<u>45,362</u>	<u>46,097</u>	<u>45,464</u>	<u>46,974</u>	<u>1.9 %</u>
Operating Costs					
2009 - Office Supplies	138	1,000	762	1,000	— %
2010 - Travel/Per Diem	976	1,700	—	1,700	— %
2016 - Education/Registration/Dues	—	400	20	400	— %
Total Operating Costs	<u>1,115</u>	<u>3,100</u>	<u>782</u>	<u>3,100</u>	<u>— %</u>
Total Expenditures	<u>\$ 46,477</u>	<u>\$ 49,197</u>	<u>\$ 46,246</u>	<u>\$ 50,074</u>	<u>1.8 %</u>

401-09 County Probate Judge

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
401-09 Probate Judge							
Elected Official(s)							
Probate Judge	<u>1.00</u>	<u>\$ 26,482</u>	<u>\$ 2,026</u>	<u>\$ —</u>	<u>\$ 18,416</u>	<u>\$ —</u>	<u>\$ 46,924</u>
Elected Official(s) Total	<u>1.00</u>	<u>26,482</u>	<u>2,026</u>	<u>—</u>	<u>18,416</u>	<u>—</u>	<u>46,924</u>
SEC 125 Flex Spending		<u>50</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>50</u>
Probate Judge Total	<u>1.00</u>	<u>\$ 26,532</u>	<u>\$ 2,026</u>	<u>\$ —</u>	<u>\$ 18,416</u>	<u>\$ —</u>	<u>\$ 46,974</u>

401-24 Legal

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Expenditures					
Salaries & Benefits					
2002 - Full-Time Positions	\$ 193,987	\$ 196,000	\$ 195,946	\$ 198,000	1.0 %
2063 - PERA	29,324	29,645	29,637	29,948	1.0 %
2064 - FICA	11,104	23,437	11,428	23,590	0.7 %
2065 - Health Insurance	16,960	17,539	17,027	18,416	5.0 %
2103 - Contract Severance	—	123,522	—	123,522	— %
2200 - Retiree Health Care	5,529	5,586	5,585	5,643	1.0 %
2208 - Vacation	—	110,369	—	110,369	— %
Total Salaries & Benefits	<u>256,903</u>	<u>506,098</u>	<u>259,622</u>	<u>509,488</u>	<u>0.7 %</u>
Operating Costs					
2008 - Printing & Publishing	1,744	1,000	152	1,000	— %
2009 - Office Supplies	2,588	5,000	4,735	5,000	— %
2010 - Travel/Per Diem	250	6,000	—	6,000	— %
2011 - Vehicle - Gas & Oil	1,466	2,100	589	2,100	— %
2016 - Education/Registration/Dues	758	5,570	3,998	5,570	— %
2102 - Contract - Legal	137,045	175,000	10,964	175,000	— %
2111 - Vehicle - Maintenance	2,190	5,200	1,834	5,200	— %
2130 - Computers And Peripherals	2,460	5,300	3,371	5,300	— %
2172 - Duty Fitness Exams	—	5,000	—	5,000	— %
2422 - Law Library	19,925	20,200	19,501	20,200	— %
2750 - Safety Program	—	1,000	—	1,000	— %
2753 - Litigation	170,386	367,888	133,183	367,888	— %
Total Operating Costs	<u>338,812</u>	<u>599,258</u>	<u>178,328</u>	<u>599,258</u>	<u>— %</u>
Total Expenditures	<u>\$ 595,715</u>	<u>\$ 1,105,356</u>	<u>\$ 437,950</u>	<u>\$ 1,108,746</u>	<u>0.3 %</u>

401-24 Legal

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
401-24 Legal							
Full-Time Positions							
County Attorney	<u>1.00</u>	<u>\$ 198,000</u>	<u>\$ 15,147</u>	<u>\$ 29,948</u>	<u>\$ 18,416</u>	<u>\$ 5,643</u>	<u>\$ 267,154</u>
		198,000	15,147	29,948	18,416	5,643	267,154
Contract Severance		123,522	—	—	—	—	123,522
Vacation		110,369	8,443	—	—	—	118,812
Legal Total	<u>1.00</u>	<u>\$ 431,891</u>	<u>\$ 23,590</u>	<u>\$ 29,948</u>	<u>\$ 18,416</u>	<u>\$ 5,643</u>	<u>\$ 509,488</u>

401-25 Human Resources

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Expenditures					
Salaries & Benefits					
2002 - Full-Time Positions	\$ 217,188	\$ 213,749	\$ 209,302	\$ 228,757	7.0 %
2005 - Overtime	1,423	700	647	700	— %
2063 - PERA	32,187	32,330	31,658	33,946	5.0 %
2064 - FICA	16,368	16,566	15,640	17,714	6.9 %
2065 - Health Insurance	61,407	63,905	61,664	67,100	5.0 %
2109 - Section 125 Flex Spending	—	300	—	300	— %
2200 - Retiree Health Care	6,069	6,092	5,965	6,396	5.0 %
2208 - Vacation	—	2,100	—	2,100	— %
Total Salaries & Benefits	<u>334,642</u>	<u>335,742</u>	<u>324,876</u>	<u>357,013</u>	<u>6.3 %</u>
Operating Costs					
2009 - Office Supplies	2,556	5,000	3,178	5,000	— %
2010 - Travel/Per Diem	2,662	3,500	305	3,500	— %
2011 - Vehicle - Gas & Oil	1,701	3,500	1,623	3,500	— %
2016 - Education/Registration/Dues	18,835	43,000	7,889	43,000	— %
2028 - Recruitment Advertising	27,429	34,000	14,817	34,000	— %
2086 - Contractual Service - Physicals	33,720	35,000	25,070	35,000	— %
2111 - Vehicle - Maintenance	1,154	3,000	258	3,000	— %
2127 - Employee Wellness Program	7,919	10,000	6,170	10,000	— %
2130 - Computers And Peripherals	1,583	5,000	1,485	5,000	— %
2152 - Contract Labor/Professional Services	6,800	31,000	16,299	91,000	193.5 %
2165 - Software	28,384	35,000	30,087	35,000	— %
2904 - Employee Wellness	17,542	32,000	18,504	32,000	— %
Total Operating Costs	<u>150,285</u>	<u>240,000</u>	<u>125,684</u>	<u>300,000</u>	<u>25.0 %</u>
Total Expenditures	<u>\$ 484,926</u>	<u>\$ 575,742</u>	<u>\$ 450,559</u>	<u>\$ 657,013</u>	<u>14.1 %</u>

401-25 Human Resources

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
401-25 Human Resources							
Full-Time Positions							
Director	1.00	\$ 129,127	\$ 9,878	\$ 19,530	\$ 24,342	\$ 3,680	\$ 186,558
Benefits Administrator	1.00	58,771	4,496	8,889	24,342	1,675	98,174
Administrative Coordinator	1.00	36,538	2,795	5,526	18,416	1,041	64,317
Full-Time Positions Total	3.00	224,437	17,169	33,946	67,100	6,396	349,048
Longevity Pay		4,320	330	—	—	—	4,650
Overtime		700	54	—	—	—	754
Sec 125 Flex Spending		300	—	—	—	—	300
Vacation		2,100	161	—	—	—	2,261
Human Resources Total	<u>3.00</u>	<u>\$ 231,857</u>	<u>\$ 17,714</u>	<u>\$ 33,946</u>	<u>\$ 67,100</u>	<u>\$ 6,396</u>	<u>\$ 357,013</u>

401-26 Environmental Services

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Expenditures					
Salaries & Benefits					
2002 - Full-Time Positions	\$ —	\$ 365,324	\$ 341,909	\$ 446,452	22.2 %
2005 - Overtime	—	17,500	17,126	12,500	(28.6)%
2063 - PERA	—	55,315	51,561	65,863	19.1 %
2064 - FICA	—	29,538	28,194	35,362	19.7 %
2065 - Health Insurance	—	140,403	115,370	203,037	44.6 %
2200 - Retiree Health Care	—	10,423	8,936	12,411	19.1 %
2208 - Vacation	—	3,300	2,659	3,300	— %
Total Salaries & Benefits	—	621,803	565,756	778,925	25.3 %
Operating Costs					
2007 - Communications	—	16,000	14,026	15,000	(6.3)%
2008 - Printing & Publishing	—	4,000	3,595	4,000	— %
2009 - Office Supplies	—	5,000	3,429	5,000	— %
2010 - Travel/Per Diem	—	4,000	—	4,000	— %
2011 - Vehicle - Gas & Oil	—	57,000	54,340	50,000	(12.3)%
2012 - Maintenance	—	132,000	119,575	110,000	(16.7)%
2013 - Rental of Equipment	—	8,000	4,823	8,000	— %
2016 - Education/Registration/Dues	—	3,000	880	3,000	— %
2025 - Utilities	—	6,500	4,283	6,500	— %
2088 - Animal Control	—	7,500	7,224	7,500	— %
2111 - Vehicle - Maintenance	—	15,000	14,946	15,000	— %
2113 - Supplies - Vector Control	—	6,000	6,000	6,000	— %
2130 - Computers And Peripherals	—	7,000	2,484	7,000	— %
2131 - Uniforms	—	7,500	3,017	7,500	— %
2137 - Disposal Fee	—	2,000	—	2,000	— %
2151 - Contract Hauling	—	500,000	482,016	700,000	40.0 %
2152 - Contract Labor/Professional Services	—	528,000	545,556	680,000	28.8 %
2153 - Disposal	—	240,000	240,543	390,000	62.5 %
2160 - Environmental Clean-Up	—	15,000	5,999	215,000	1,333.3 %
Total Operating Costs	—	1,563,500	1,512,737	2,235,500	43.0 %
Total Expenditures	\$ —	\$ 2,185,303	\$ 2,078,493	\$ 3,014,425	37.9 %

411 - Environmental Gross Receipts Tax - Legislation enacted in 2020 by the New Mexico Legislature converted the Environmental Gross Receipts Tax to a County Local Option Tax and removed the restrictions. Lea County elected to transfer the fund balance to the General Fund and budget expenditures for Environmental Services in Department 26 of the General Fund. The associated Gross Receipt Tax revenue has been designated as General Fund revenue.

401-26 Environmental Services

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
401-26 Environmental Services							
Full-Time Positions							
Director	0.20	\$ 22,160	\$ 1,695	\$ 3,352	\$ 3,683	\$ 632	\$ 31,522
Supervisor	0.50	25,607	1,959	3,873	12,171	730	44,340
Administrative Coordinator	0.50	21,982	1,682	3,325	12,171	626	39,786
Technician	10.50	365,711	27,977	55,314	175,012	10,423	634,436
Full-Time Positions Total	11.70	435,460	33,313	65,863	203,037	12,411	750,083
Longevity Pay		10,992	841	—	—	—	11,833
Overtime		12,500	956	—	—	—	13,456
Vacation		3,300	252	—	—	—	3,552
Environmental Services Total	<u>11.70</u>	<u>\$ 462,252</u>	<u>\$ 35,362</u>	<u>\$ 65,863</u>	<u>\$ 203,037</u>	<u>\$ 12,411</u>	<u>\$ 778,925</u>

401-56 DWI Program

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Expenditures					
Salaries & Benefits					
2002 - Full-Time Positions	\$ 143,059	\$ 149,913	\$ 83,768	\$ 249,641	66.5 %
2005 - Overtime	—	—	—	—	— %
2063 - PERA	21,174	22,675	21,418	37,758	66.5 %
2064 - FICA	10,911	11,468	4,845	19,098	66.5 %
2065 - Health Insurance	31,411	40,722	(3,550)	61,291	50.5 %
2200 - Retiree Health Care	3,992	4,273	1,596	7,115	66.5 %
Total Salaries & Benefits	<u>210,547</u>	<u>229,051</u>	<u>108,077</u>	<u>374,902</u>	<u>63.7 %</u>
Operating Costs					
2010 - Travel & Per Diem	4,056	—	—	5,000	— %
2604 - Supplies	56,444	—	—	64,000	— %
2605 - Operating Costs	49,806	—	—	75,000	— %
Total Operating Costs	<u>110,306</u>	<u>—</u>	<u>—</u>	<u>144,000</u>	<u>— %</u>
Total Expenditures	<u>\$ 320,853</u>	<u>\$ 229,051</u>	<u>\$ 108,077</u>	<u>\$ 518,902</u>	<u>126.5 %</u>

401-56 DWI Program

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
401-56 DWI Program							
Full-Time Positions							
Director	1.00	\$ 95,987	\$ 7,343	\$ 14,518	\$ 18,416	\$ 2,736	\$ 138,999
Clinical Manager	1.00	71,854	5,497	10,868	24,342	2,048	114,608
Office Manager	1.00	56,117	4,293	8,488	8,309	1,599	78,806
Counselor	0.42	25,684	1,965	3,885	10,224	732	42,489
Full-Time Positions Total	3.42	249,641	19,098	37,758	61,291	7,115	374,902
Overtime		—	—	—	—	—	—
DWI Program Total	<u>3.42</u>	<u>\$ 249,641</u>	<u>\$ 19,098</u>	<u>\$ 37,758</u>	<u>\$ 61,291</u>	<u>\$ 7,115</u>	<u>\$ 374,902</u>

401-75 Finance

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Expenditures					
Salaries & Benefits					
2002 - Full Time Positions	\$ 454,063	\$ 448,908	\$ 438,608	519,992	15.8 %
2003 - Part Time Positions	—	12,595	4,001	11,700	(7.1)%
2005 - Overtime	8,530	8,500	7,254	8,000	(5.9)%
2063 - PERA	68,772	67,835	67,622	76,652	13.0 %
2064 - FICA	34,311	35,152	33,416	41,715	18.7 %
2065 - Health Insurance	114,052	107,238	101,977	136,661	27.4 %
2109 - SEC 125 Flex Spending	—	300	—	300	— %
2200 - Retiree Health Care	13,902	12,781	12,473	14,444	13.0 %
2208 - Vacation	2,180	5,600	1,171	5,600	— %
Total Salaries & Benefits	<u>695,810</u>	<u>698,909</u>	<u>666,523</u>	<u>815,064</u>	<u>16.6 %</u>
Operating Costs					
2006 - Postage	72,791	75,000	74,598	75,000	— %
2008 - Printing & Publishing	1,687	2,500	2,179	2,500	— %
2009 - Office Supplies	9,744	14,000	10,877	14,000	— %
2010 - Travel/Per Diem	4,696	12,000	146	12,000	— %
2011 - Vehicle - Gas & Oil	1,839	3,000	1,009	3,000	— %
2012 - Maintenance	4,328	15,000	5,356	15,000	— %
2016 - Education/Registration/Dues	7,719	10,000	5,784	10,000	— %
2111 - Vehicle - Maintenance	4,022	2,000	50	2,000	— %
2130 - Computers And Peripherals	1,721	6,000	5,978	6,000	— %
2152 - Contract Labor/Professional Services	3,750	17,500	8,040	77,500	342.9 %
2165 - Software	64,465	72,325	70,578	72,325	— %
Total Operating Costs	<u>176,762</u>	<u>229,325</u>	<u>184,595</u>	<u>289,325</u>	<u>26.2 %</u>
Total Expenditures	<u>\$ 872,573</u>	<u>\$ 928,234</u>	<u>\$ 851,118</u>	<u>\$ 1,104,389</u>	<u>19.0 %</u>

401-75 Finance

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
401-75 Finance							
Full-Time Positions							
Administrative Coordinator	1.00	\$ 35,469	\$ 2,713	\$ 5,365	\$ 24,342	\$ 1,011	\$ 68,900
Assistant Finance Director	1.00	—	—	—	—	—	—
Director	1.00	146,366	11,197	22,138	24,342	4,171	208,214
Senior Staff Accountant	1.00	54,600	4,177	8,258	15,073	1,556	83,664
Staff Accountant	1.00	52,962	4,052	8,011	—	1,509	66,534
Buyer	1.00	44,881	3,433	6,788	15,073	1,279	71,455
Chief Procurement Officer	1.00	68,184	5,216	10,313	18,416	1,943	104,073
A/P Coordinator	1.00	38,788	2,967	5,867	15,073	1,105	63,800
Payroll Administrator	1.00	65,542	5,014	9,913	24,342	1,868	106,679
Full-Time Positions Total	9.00	506,792	38,770	76,652	136,661	14,444	773,319
Part Time Positions		11,700	895	—	—	—	12,595
Longevity Pay		13,200	1,010	—	—	—	14,210
Overtime		8,000	612	—	—	—	8,612
SEC 125 Flex Spending		300	—	—	—	—	300
Vacation		5,600	428	—	—	—	6,028
Finance Total	<u>9.00</u>	<u>\$ 545,592</u>	<u>\$ 41,715</u>	<u>\$ 76,652</u>	<u>\$ 136,661</u>	<u>\$ 14,444</u>	<u>\$ 815,064</u>

401-76 Planning

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Expenditures					
Salaries & Benefits					
Salaries & Benefits					
2002 - Full-Time Positions	\$ 56,844	\$ 55,723	\$ 55,723	\$ 61,869	11.0 %
2063 - PERA	8,423	8,428	8,428	8,850	5.0 %
2064 - FICA	4,272	4,339	4,186	4,810	10.8 %
2065 - Health Insurance	16,960	17,539	17,027	18,416	5.0 %
2200 - Retiree Health Care	1,588	1,588	1,588	1,668	5.0 %
2208 - Vacation	—	1,000	—	1,000	— %
Total Salaries & Benefits	<u>88,087</u>	<u>88,617</u>	<u>86,952</u>	<u>96,612</u>	<u>9.0 %</u>
Operating Costs					
2007 - Communications	700	1,500	575	1,500	— %
2008 - Printing & Publishing	1,332	3,000	964	3,000	— %
2009 - Office Supplies	319	2,000	36	2,000	— %
2010 - Travel/Per Diem	—	2,000	—	2,000	— %
2011 - Vehicle - Gas & Oil	—	500	—	500	— %
2016 - Education/Registration/Dues	—	1,500	—	1,500	— %
2077 - Tools & Supplies	—	500	—	500	— %
2111 - Vehicle - Maintenance	—	500	—	500	— %
2130 - Computers And Peripherals	1,000	2,000	1,852	2,000	— %
2152 - Contract Labor/Professional Services	—	20,000	—	20,000	— %
2165 - Software	—	2,500	1,010	2,500	— %
Total Operating Costs	<u>3,351</u>	<u>36,000</u>	<u>4,437</u>	<u>36,000</u>	<u>— %</u>
Total Expenditures	<u>\$ 91,439</u>	<u>\$ 124,617</u>	<u>\$ 91,389</u>	<u>\$ 132,612</u>	<u>6.4 %</u>

401-76 Planning

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
401-76 Planning							
Full-Time Positions							
Planner	1.00	\$ 58,509	\$ 4,476	\$ 8,850	\$ 18,416	\$ 1,668	\$ 91,918
Staff Engineer	<u>0.50</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
Full-Time Positions Total	1.50	58,509	4,476	8,850	18,416	1,668	91,918
Longevity Pay		3,360	257	—	—	—	3,617
Vacation		<u>1,000</u>	<u>77</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>1,077</u>
Planning Total	<u>1.50</u>	<u>\$ 62,869</u>	<u>\$ 4,810</u>	<u>\$ 8,850</u>	<u>\$ 18,416</u>	<u>\$ 1,668</u>	<u>\$ 96,612</u>

401-77 Emergency Management

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Expenditures					
Salaries & Benefits					
2002 - Full-Time Positions	\$ 130,947	\$ 144,021	\$ 129,219	\$ 154,414	7.2 %
2004 - Temporary Positions	—	15,600	—	15,600	— %
2005 - Overtime	—	—	(174)	—	— %
2063 - PERA	18,715	21,783	19,602	22,872	5.0 %
2064 - FICA	10,220	12,364	9,526	13,159	6.4 %
2065 - Health Insurance	25,538	31,354	27,203	32,922	5.0 %
2200 - Retiree Health Care	2,174	4,105	2,340	4,310	5.0 %
2208 - Vacation	—	2,000	—	2,000	— %
Total Salaries & Benefits	<u>187,594</u>	<u>231,227</u>	<u>187,717</u>	<u>245,277</u>	<u>6.1 %</u>
Operating Costs					
2007 - Communications	763	2,000	1,328	2,000	— %
2008 - Printing & Publishing	3,604	5,000	1,685	5,000	— %
2009 - Office Supplies	1,957	2,000	1,888	2,000	— %
2010 - Travel/Per Diem	1,713	4,500	—	4,500	— %
2011 - Vehicle - Gas & Oil	12,623	13,500	11,225	13,500	— %
2016 - Education/Registration/Dues	545	2,000	361	2,000	— %
2111 - Vehicle - Maintenance	2,997	3,000	1,793	3,000	— %
2130 - Computers And Peripherals	24,799	27,000	1,821	27,000	— %
2152 - Contract Labor/Professional Services	—	30,000	—	30,000	— %
2446 - Fire Chiefs Expense	11,069	133,500	25,644	133,500	— %
2448 - Firetruck Repair	—	37,000	—	37,000	— %
2891 - Wildland Fire Reimbursement	—	60,000	12,706	60,000	— %
Total Operating Costs	<u>60,070</u>	<u>319,500</u>	<u>58,450</u>	<u>319,500</u>	<u>— %</u>
Total Expenditures	<u>\$ 247,664</u>	<u>\$ 550,727</u>	<u>\$ 246,167</u>	<u>\$ 564,777</u>	<u>2.6 %</u>

401-77 Emergency Management

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
401-77 Emergency Management							
Full-Time Positions							
Administrative Coordinator	0.50	\$ 21,982	\$ 1,682	\$ 3,325	\$ 12,171	\$ 626	\$ 39,786
Director	0.45	49,860	3,814	7,541	8,287	1,421	70,924
Technician	0.50	16,380	1,253	2,477	4,155	467	24,732
Public Safety Administrator	1.00	63,000	4,820	9,529	8,309	1,796	87,453
Full-Time Positions Total	2.45	151,222	11,568	22,872	32,922	4,310	222,894
Longevity Pay		3,192	244	—	—	—	3,436
Overtime		—	—	—	—	—	—
Temporary Positions		15,600	1,193	—	—	—	16,793
Vacation		2,000	153	—	—	—	2,153
Emergency Management Total	<u>2.45</u>	<u>\$ 172,014</u>	<u>\$ 13,159</u>	<u>\$ 22,872</u>	<u>\$ 32,922</u>	<u>\$ 4,310</u>	<u>\$ 245,277</u>

COUNTY DEPARTMENTS



Lea County Assessor's Valuation Fund



Sharla Kennedy - Lea County Assessor

499-46 County Assessor's Valuation Fund

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Miscellaneous					
1209 - 1% Administrative Fee	\$ 556,138	\$ 417,706	\$ 674,838	\$ 626,827	50.1 %
Miscellaneous Total	<u>556,138</u>	<u>417,706</u>	<u>674,838</u>	<u>626,827</u>	<u>50.1 %</u>
Total Revenue	<u>556,138</u>	<u>417,706</u>	<u>674,838</u>	<u>626,827</u>	<u>50.1 %</u>
Expenditures					
Salaries & Benefits					
2002 - Full-Time Positions	72,121	104,382	84,035	111,332	6.7 %
2003 - Part Time Positions	12,591	35,594	530	35,594	— %
2063 - PERA	10,994	12,385	11,789	13,004	5.0 %
2064 - FICA	6,440	11,014	5,857	11,546	4.8 %
2065 - Health Insurance	21,905	19,338	16,244	20,306	5.0 %
2200 - Retiree Health Care	2,067	2,334	2,222	2,450	5.0 %
2208 - Vacation	—	4,000	—	4,000	— %
Total Salaries & Benefits	<u>126,119</u>	<u>189,047</u>	<u>120,676</u>	<u>198,231</u>	<u>4.9 %</u>
Operating Costs					
2008 - Printing & Publishing	13,164	16,000	12,858	16,000	— %
2009 - Office Supplies	14,955	15,000	14,279	15,000	— %
2010 - Travel/Per Diem	9,651	16,000	—	16,000	— %
2011 - Vehicle - Gas & Oil	3,219	10,000	2,681	10,000	— %
2012 - Maintenance	44,697	74,000	48,590	74,000	— %
2016 - Education/Registration/Dues	4,949	37,500	1,789	37,500	— %
2111 - Vehicle - Maintenance	332	5,000	1,479	5,000	— %
2130 - Computers And Peripherals	9,640	10,000	7,959	10,000	— %
2152 - Professional Services	219,028	253,485	323,096	400,000	58 %
2158 - NMAC Conference	4,174	10,000	3,014	10,000	— %
2165 - Software	—	50,000	—	50,000	— %
Total Operating Costs	<u>323,810</u>	<u>496,985</u>	<u>415,745</u>	<u>643,500</u>	<u>29.5 %</u>
Total Expenditures	<u>449,928</u>	<u>686,032</u>	<u>536,421</u>	<u>841,731</u>	<u>22.7 %</u>
Net Change from Operations	<u>106,210</u>	<u>(268,326)</u>	<u>138,417</u>	<u>(214,904)</u>	<u>(19.9)%</u>
Capital Outlays (See Detail)	<u>50,789</u>	<u>30,000</u>	<u>35,084</u>	<u>30,000</u>	<u>— %</u>
Net Change in Fund Balance	<u>55,421</u>	<u>(298,326)</u>	<u>103,332</u>	<u>(244,904)</u>	<u>(17.9)%</u>
Cash Fund Balance Beginning of Year	<u>1,108,641</u>	<u>1,164,062</u>	<u>1,164,062</u>	<u>1,267,394</u>	<u>8.9 %</u>
Cash Transfer from the General Fund	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Cash Fund Balance End of Year	<u>\$ 1,164,062</u>	<u>\$ 865,736</u>	<u>\$ 1,267,394</u>	<u>\$ 1,022,490</u>	<u>18.1 %</u>

499-46 County Assessor's Valuation Fund

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
499-46 Assessor's Valuation							
Full-Time Positions							
Chief Appraiser	0.30	\$ 24,039	\$ 1,839	\$ 3,636	\$ 2,493	\$ 685	\$ 32,692
Chief Deputy Assessor	0.30	22,736	1,739	3,439	2,493	648	31,055
Deputy Assessor	0.60	25,035	1,915	3,787	12,827	714	44,278
Field Appraiser	0.60	14,165	1,084	2,143	2,493	404	20,288
Incentive Pay		22,500	1,721	—	—	—	24,221
Full-Time Positions Total	1.80	108,476	8,298	13,004	20,306	2,450	152,534
Part-Time Positions Total		35,594	2,723	—	—	—	38,317
Longevity Pay		2,856	218	—	—	—	3,074
Vacation		4,000	306	—	—	—	4,306
Assessor's Valuation Total	<u>1.80</u>	<u>\$ 150,926</u>	<u>\$ 11,546</u>	<u>\$ 13,004</u>	<u>\$ 20,306</u>	<u>\$ 2,450</u>	<u>\$ 198,231</u>

499-46 County Assessor's Valuation Fund

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Capital Outlays					
4324 - Copier	\$ —	\$ 30,000	\$ 35,084	\$ 30,000	— %
4382 - Vehicle	50,789	—	—	—	— %
Total Capital Outlays	<u>\$ 50,789</u>	<u>\$ 30,000</u>	<u>\$ 35,084</u>	<u>\$ 30,000</u>	<u>— %</u>

County Clerk's Recording & Filing Fee Fund



Keith Manes - Lea County Clerk

405-54 County Clerk's Recording & Filing Fund

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Charges for Services					
1211 - Clerk Filing/Recording	\$ 110,047	\$ 100,000	\$ 107,262	\$ 100,000	— %
Charges for Services Total	<u>110,047</u>	<u>100,000</u>	<u>107,262</u>	<u>100,000</u>	<u>— %</u>
Total Revenue	<u>110,047</u>	<u>100,000</u>	<u>107,262</u>	<u>100,000</u>	<u>— %</u>
Expenditures					
Operating Costs					
2009 - Office Supplies	10,963	13,000	405	13,000	— %
2010 - Travel/Per Diem	500	6,500	—	6,500	— %
2011 - Vehicle - Gas & Oil	1,659	3,100	1,850	3,100	— %
2016 - Education/Registration/Dues	411	3,500	55	3,500	— %
2111 - Vehicle - Maintenance	159	3,000	2,480	3,000	— %
2130 - Computers And Peripherals	26,686	34,500	8,187	34,500	— %
2152 - Contract Labor/Professional Services	198,019	84,768	—	84,768	— %
Total Operating Costs	<u>238,397</u>	<u>148,368</u>	<u>12,977</u>	<u>148,368</u>	<u>— %</u>
Total Expenditures	<u>238,397</u>	<u>148,368</u>	<u>12,977</u>	<u>148,368</u>	<u>(94.6)%</u>
Net Change from Operations	<u>(128,350)</u>	<u>(48,368)</u>	<u>94,285</u>	<u>(48,368)</u>	<u>(173.5)%</u>
Capital Outlays (See Detail)	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Net Change in Fund Balance	<u>(128,350)</u>	<u>(48,368)</u>	<u>94,285</u>	<u>(48,368)</u>	<u>(173.5)%</u>
Cash Fund Balance Beginning of Year	249,560	121,209	121,209	215,495	77.8 %
Cash Transfer from the General Fund	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Cash Fund Balance End of Year	<u>\$ 121,209</u>	<u>\$ 72,841</u>	<u>\$ 215,495</u>	<u>\$ 167,127</u>	<u>129.4 %</u>

Indigent Gross Receipts Tax



406-13 Indigent GRT

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Gross Receipts Taxes					
1410 - Gross Receipts Tax	\$ 9,262,354	\$ 2,580,072	\$ 6,710,614	\$ 4,650,072	80.2 %
Gross Receipts Taxes Total	<u>9,262,354</u>	<u>2,580,072</u>	<u>6,710,614</u>	<u>4,650,072</u>	<u>80.2 %</u>
Miscellaneous					
1381 - Miscellaneous	35,034	—	—	—	— %
1420 - Recoveries	495	500	420	500	— %
Miscellaneous	<u>35,529</u>	<u>500</u>	<u>420</u>	<u>500</u>	
Total Revenue	<u>9,297,884</u>	<u>2,580,572</u>	<u>6,711,034</u>	<u>4,650,572</u>	<u>80.2 %</u>
Expenditures					
Operating Costs					
2017 - Indigent Burial	8,700	10,000	9,000	10,000	— %
2058 - Diabetes Program	720	5,000	400	5,000	— %
2097 - Medicaid	4,400,475	5,000,000	4,201,792	3,690,837	(26.2)%
2110 - Mental Health - Contract Service	224,739	218,000	217,053	319,000	46.3 %
2207 - State Administrative Fee	273,145	175,000	182,504	152,000	(13.1)%
2890 - 1/12th GRT State Redirect	5,867,299	6,600,000	4,201,792	6,272,505	(5.0)%
Total Operating Costs	<u>10,775,077</u>	<u>12,008,000</u>	<u>8,812,541</u>	<u>10,449,342</u>	<u>(13.0)%</u>
Total Expenditures	<u>10,775,077</u>	<u>12,008,000</u>	<u>8,812,541</u>	<u>10,449,342</u>	<u>(13.0)%</u>
Net Change from Operations	<u>(1,477,193)</u>	<u>(9,427,428)</u>	<u>(2,101,507)</u>	<u>(5,798,770)</u>	<u>(38.5)%</u>
Capital Outlays (See Detail)	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Net Change in Fund Balance	<u>(1,477,193)</u>	<u>(9,427,428)</u>	<u>(2,101,507)</u>	<u>(5,798,770)</u>	<u>(38.5)%</u>
Cash Fund Balance Beginning of Year	1,582,444	105,250	105,250	1,554,191	1,376.7 %
Cash Transfer from the General Fund	<u>—</u>	<u>9,450,000</u>	<u>3,550,448</u>	<u>4,500,000</u>	<u>(52.4)%</u>
Cash Fund Balance End of Year	<u>\$ 105,250</u>	<u>\$ 127,822</u>	<u>\$ 1,554,191</u>	<u>\$ 255,421</u>	<u>99.8 %</u>

Lea County Public Works Department



Lea County Road Department



402-10 Road

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Intergovernmental					
1665 - 20 SB ST	\$ —	\$ 50,000	\$ —	\$ 50,000	— %
1670 - 19 CO-OP ST	75,000	75,000	200,000	75,000	— %
1726 - 20 CO-OP ST	—	75,000	—	75,000	— %
1737 - 19 SB ST	40,000	40,000	—	40,000	— %
1738 - 19 CAP ST	226,245	226,245	228,953	226,245	— %
1743 - 18 CAP ST	—	212,676	—	212,676	— %
1756 - FEMA Road Grant 75% Share	—	—	495,902.65	—	— %
1757 - State Road Grant 12.5% Share	—	—	82,650.44	—	— %
1922 - 20 CAP ST	—	226,245	—	226,245	— %
Intergovernmental Total	<u>341,245</u>	<u>905,166</u>	<u>1,007,506</u>	<u>905,166</u>	<u>— %</u>
Miscellaneous					
1260 - Refunds	12,212	—	2,057	—	— %
Miscellaneous	<u>12,212</u>	<u>—</u>	<u>2,057</u>	<u>—</u>	<u>— %</u>
Other Taxes					
1510 - Motor Vehicle-Road	757,070	665,000	825,776	665,000	— %
1520 - Gasoline Tax (Suspense)	376,189	360,904	365,913	360,904	— %
Other Taxes Total	<u>1,133,259</u>	<u>1,025,904</u>	<u>1,191,689</u>	<u>1,025,904</u>	<u>— %</u>
Total Revenue	<u>1,486,716</u>	<u>1,931,070</u>	<u>2,201,252</u>	<u>1,931,070</u>	<u>— %</u>
Expenditures					
Salaries & Benefits					
2002 - Full-Time Positions	1,386,352	1,345,152	1,143,603	1,476,416	9.8 %
2005 - Overtime	40,250	50,000	40,733	50,000	— %
2063 - PERA	205,070	203,454	173,143	215,721	6.0 %
2064 - FICA	108,987	108,259	90,028	118,301	9.3 %
2065 - Health Insurance	481,813	529,493	377,988	508,675	(3.9)%
2109 - SEC 125 Flex Spending	—	310	—	310	— %
2200 - Retiree Health Care	38,669	38,337	32,560	40,648	6.0 %
2208 - Vacation	11,428	20,000	10,345	20,000	— %
Total Salaries & Benefits	<u>2,272,568</u>	<u>2,295,005</u>	<u>1,868,399</u>	<u>2,430,071</u>	<u>5.9 %</u>
Operating Costs					
2006 - Postage	123	500	94	500	— %
2007 - Communications	16,704	20,000	12,805	20,000	— %
2008 - Printing & Publishing	172	2,000	197	2,000	— %
2009 - Office Supplies	4,650	8,750	4,700	8,750	— %
2010 - Travel/Per Diem	2,018	2,000	—	2,000	— %
2013 - Rental Of Equipment	5,168	7,500	1,450	7,500	— %
2016 - Education/Registration/Dues	1,864	6,000	175	6,000	— %
2023 - Maintenance - Building	5,473	10,000	1,663	10,000	— %
2025 - Utilities	41,680	52,500	36,199	52,500	— %
2040 - Contractual Services - Mowing	—	2,500	—	2,500	— %
2043 - Surveying, Engineering & Planning	203,309	—	—	—	— %

402-10 Road

	FY 20 Actual	FY 21 Adjusted	FY 21 Actual	FY 22 Budget	% Change
2046 - Janitors Supplies	6,352	9,000	7,680	9,000	— %
2051 - Maintenance - Roads	2,035,561	1,130,000	679,464	2,600,000	130.1 %
2052 - Striping	115,811	175,000	34,201	175,000	— %
2075 - Maintenance - Equipment	279,835	325,000	274,229	325,000	— %
2076 - Equipment Operating	505,533	600,000	440,297	600,000	— %
2077 - Tools & Supplies	2,801	10,000	2,271	10,000	— %
2079 - Contractual Service - Maintenance	5,383	6,525	6,497	4,525	(30.7)%
2082 - Safety Equipment	2,868	8,750	5,054	8,750	— %
2086 - Contractual Service - Physicals	—	4,000	—	4,000	— %
2130 - Computers And Peripherals	1,362	4,000	2,975	4,000	— %
2131 - Uniforms	12,045	12,000	11,603	15,000	25.0 %
2133 - Fencing	—	10,000	10,000	10,000	— %
2169 - Lab Testing	—	5,000	—	5,000	— %
2201 - Signs - Construction & Road	12,810	15,000	14,320	15,000	— %
2802 - Staff Labor	144,372	250,000	116,928	250,000	— %
Total Operating Costs	3,405,894	2,676,025	1,662,801	4,147,025	55.0 %
Total Expenditures	5,678,461	4,971,030	3,531,200	6,577,096	32.3 %
Net Change from Operations	(4,191,746)	(3,039,960)	(1,329,948)	(4,646,027)	52.8 %
Capital Outlays (See Detail)	4,269,968	12,261,168	9,884,301	10,939,398	(10.8)%
Net Change in Fund Balance	(8,461,714)	(15,301,128)	(11,214,249)	(15,585,425)	1.9 %
Cash Fund Balance Beginning of Year	1,132,889	1,346,176	1,346,176	4,831,927	258.9 %
Cash Transfer from the General Fund	8,675,000	15,434,952	14,700,000	14,000,000	(9.3)%
Cash Fund Balance End of Year	\$ 1,346,176	\$ 1,480,000	\$ 4,831,927	\$ 3,246,502	119.4 %

402-10 Road

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
402-10 Road							
Full-Time Positions							
Administrative Coordinator	2.00	\$ 79,410	\$ 6,075	\$ 12,011	\$ 39,415	\$ 2,263	\$ 139,174
Crew Supervisor	2.00	55,932	4,279	8,460	24,342	1,594	94,607
Equipment Operator	5.00	104,919	8,026	15,869	32,651	2,990	164,456
Mechanic	1.00	55,910	4,277	8,456	18,416	1,593	88,653
Operator III	31.00	998,570	76,391	151,034	345,167	28,459	1,599,621
Superintendent	1.00	94,210	7,207	14,249	24,342	2,685	142,693
Staff Engineer	0.50	—	—	—	—	—	—
Welder	1.00	37,303	2,854	5,642	24,342	1,063	71,204
Full-Time Positions Total	43.50	1,426,256	109,109	215,721	508,675	40,648	2,300,409
Longevity Pay		50,160	3,837	—	—	—	53,997
Overtime		50,000	3,825	—	—	—	53,825
SEC 125 Flex Spending		310	—	—	—	—	310
Vacation		20,000	1,530	—	—	—	21,530
Road Total	<u>43.50</u>	<u>\$ 1,546,726</u>	<u>\$ 118,301</u>	<u>\$ 215,721</u>	<u>\$ 508,675</u>	<u>\$ 40,648</u>	<u>\$ 2,430,071</u>

402-10 Road

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Capital Outlays					
4220 - Mower	\$ —	\$ 180,000	\$ 167,219	\$ —	(100.0)%
4251 - Road Construction New Chip Seal	2,667,457	8,820,000	7,824,145	8,127,741	(7.8)%
4315 - Pickup (s)	113,061	116,000	91,101	98,000	(15.5)%
4412 - Dump Trucks	404,164	245,000	190,632	245,000	— %
4436 - Trailer	—	650,000	621,756	—	(100)%
4506 - Road Widener	—	103,514	103,514	—	(100.0)%
4558 - Broom (s)	59,500	—	—	52,000	— %
4596 - Distributor	223,169	285,000	220,685	—	— %
4599 - Chip Spreader	308,210	440,000	—	440,000	— %
4616 - Video Message System	—	20,000	—	20,000	— %
4624 - Road Facility Remodel	21,690	75,000	73,944	75,000	— %
4701 - 20 SB Co	21,667	—	—	—	— %
4702 - 20 SB State	4,636	—	—	—	— %
4703 - 20 COOP Co	33,334	25,000	66,667	118,120	372 %
4704 - 20 COOP State	100,000	75,000	167,621	200,000	167 %
4705 - 20 CAP Co	78,351	75,415	—	104,119	38 %
4706 - 20 CAP State	—	226,245	—	228,953	1 %
4750 - Tracked Skid Steer	81,395	245,000	174,468	245,000	— %
4764 - 19 CAP County	—	75,415	—	91,595	21.5 %
4765 - 19 CAP State	—	226,245	—	274,800	21.5 %
4766 - 19 CO-OP County	25,000	25,000	—	69,700	178.8 %
4767 - 19 CO-OP State	75,000	75,000	—	207,110	176.1 %
4768 - 19 SB County	13,333	13,334	—	85,560	541.7 %
4769 - 19 SB State	40,000	40,000	—	256,700	541.8 %
4779 - Rubber Tire Roller	—	225,000	182,548	—	(100.0)%
Total Capital Outlays	<u>\$ 4,269,968</u>	<u>\$ 12,261,168</u>	<u>\$ 9,884,301</u>	<u>\$ 10,939,398</u>	<u>(10.8)%</u>

Lea County Farm and Range Fund



403-11 Farm & Range

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Miscellaneous					
1640 - Taylor Grazing	\$ 40,574	\$ 20,000	\$ 14,558	\$ 20,000	— %
Miscellaneous Total	40,574	20,000	14,558	20,000	— %
Total Revenue	40,574	20,000	14,558	20,000	— %
Expenditures					
Operating Costs					
2091 - Soil & Water - Contract Service	65,000	62,400	62,400	65,000	4.2 %
2092 - Wildlife - Contract Service	58,500	56,160	56,160	56,160	— %
Total Operating Costs	123,500	118,560	118,560	121,160	2.2 %
Total Expenditures	123,500	118,560	118,560	121,160	2.2 %
Net Change from Operations	(82,926)	(98,560)	(104,002)	(101,160)	2.6 %
Capital Outlays (See Detail)	—	—	—	—	— %
Net Change in Fund Balance	(82,926)	(98,560)	(104,002)	(101,160)	2.6 %
Cash Fund Balance Beginning of Year	22,765	51,839	51,839	22,836	(55.9)%
Cash Transfer from the General Fund	112,000	100,000	75,000	125,000	25.0 %
Cash Fund Balance End of Year	<u>\$ 51,839</u>	<u>\$ 53,279</u>	<u>\$ 22,836</u>	<u>\$ 46,676</u>	<u>(12.4)%</u>

Lea County Paving Districts Fund



416-19 Paving Districts

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Property Taxes					
1281 - Paving Districts	\$ —	\$ —	\$ —	\$ —	— %
Property Taxes Total	—	—	—	—	— %
Total Revenue	—	—	—	—	— %
Expenditures					
Operating Costs					
2308 - Improvement District	—	—	—	—	— %
Total Operating Costs	—	—	—	—	— %
Total Expenditures	—	—	—	—	— %
Net Change from Operations	—	—	—	—	— %
Capital Outlays (See Detail)	—	—	—	—	— %
Net Change in Fund Balance	—	—	—	—	— %
Cash Fund Balance Beginning of Year	2,538	2,538	2,538	2,538	— %
Cash Transfer from the General Fund	—	—	—	—	— %
Cash Fund Balance End of Year	<u>\$ 2,538</u>	<u>\$ 2,538</u>	<u>\$ 2,538</u>	<u>\$ 2,538</u>	<u>— %</u>

Lea County Airports



Lea County Regional Airport



454-18 Lea Regional Airport

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Charges for Services					
1260 - Refunds	\$ 1,080	\$ —	\$ 857	\$ —	— %
1270 - Insurance	—	8,800	—	8,800	— %
1460 - Airport Rentals	42,542	50,400	31,277	50,400	— %
1461 - Fuel Flowage Fees	22,666	20,000	8,473	20,000	— %
1462 - Concession Lease Car Rental	134,619	50,000	14,850	50,000	— %
1463 - Concession Sale Car Rental	—	—	12,783	—	— %
Charges for Services Total	200,906	129,200	68,241	129,200	— %
Intergovernmental					
1481 - FAA Concrete Apron Grant	502,213.14	318,037	753,248	—	(100.0)%
1508 - Federal FAA Grant (Concrete Apron)	—	468,750	—	—	(100.0)%
1604 - CARES Act Grant	—	608,000	—	608,000	— %
1612 - FAA Grant - Pave Parking Lot	71,444	200,000	149,535	200,000	— %
1617 - Wildlife Fence Design FAA	—	—	—	62,500	— %
1618 - Wildlife Fence Design NMDOT	—	60,000	—	—	(100.0)%
1629 - Airfield Supplies	5,203	10,000	4,541	10,000	— %
1642 - Design RW 3-21 Extension	59,413	3,346,875	105,587	3,346,875	— %
1747 - NM DOT Aviation Grant	—	400,000	—	400,000	— %
1752 - NM DOT Aviation Grant	—	—	—	179,000	— %
1841 - Terminal Reconstruction (Hobbs)	324,914	74,000	300,000	—	(100.0)%
1843 - Safety Area Improvement	1,053,717	703,125	528,724	1,218,750	73.3 %
1846 - Property Part 139 Hobbs Airport	—	194,000	—	194,000	— %
1849 - RW 3/21 RSA Environment Assessment	61,713	155,000	—	9,375	(94.0)%
Intergovernmental Total	2,078,617	6,537,787	1,841,634	6,228,500	(4.7)%
Total Revenue	2,279,524	6,666,987	1,909,875	6,357,700	(4.6)%
Expenditures					
Salaries & Benefits					
2002 - Full-Time Positions	82,456	71,001	69,847	76,711	8.0 %
2003 - Part Time Positions	2,000	4,420	—	4,420	— %
2005 - Overtime	4,543	5,000	2,338	5,000	— %
2063 - PERA	12,134	10,739	10,432	11,276	5.0 %
2064 - FICA	6,823	6,229	6,203	6,666	7.0 %
2065 - Health Insurance	20,833	33,803	20,936	35,494	5.0 %
2200 - Retiree Health Care	2,338	2,024	2,024	2,125	5.0 %
2208 - Vacation	771	1,000	1,000	1,000	— %
Total Salaries & Benefits	131,898	134,216	112,780	142,690	6.3 %
Operating Costs					
2007 - Communications	6,332	8,000	7,045	8,000	— %
2008 - Printing & Publishing	631	1,600	263	1,600	— %
2009 - Office Supplies	2,750	2,750	875	2,750	— %
2010 - Travel/Per Diem	832	3,500	—	3,500	— %
2011 - Vehicle - Gas & Oil	5,934	8,500	8,500	10,500	23.5 %

454-18 Lea Regional Airport

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
2012 - Maintenance	7,890	15,000	13,281	15,000	— %
2013 - Rental Of Equipment	611	2,500	—	2,500	— %
2016 - Education/Registration/Dues	1,500	3,500	3,165	3,500	— %
2023 - Maintenance - Building	19,138	37,000	3,685	37,000	— %
2025 - Utilities	85,905	135,000	78,595	135,000	— %
2079 - Contractual Service - Maintenance	10,953	20,000	13,219	14,000	(30.0)%
2111 - Vehicle - Maintenance	3,768	5,000	3,276	5,000	— %
2123 - Air Field Maintenance	36,648	45,000	42,961	45,000	— %
2131 - Uniforms	1,000	2,000	878	2,000	— %
2181 - Air Field Supplies	10,000	10,000	4,162	10,000	— %
2405 - Federal Grant - FAA Tower	98,592	110,000	90,376	110,000	— %
2450 - NMDOT Marketing Grant	—	400,000	—	400,000	— %
2701 - Maintenance - Airport	14,167	25,000	23,914	25,000	— %
2802 - Staff Labor	—	11,500	—	11,500	— %
Total Operating Costs	<u>306,652</u>	<u>845,850</u>	<u>294,195</u>	<u>841,850</u>	<u>(0.5)%</u>
Total Expenditures	<u>438,550</u>	<u>980,066</u>	<u>406,975</u>	<u>984,540</u>	<u>0.5 %</u>
Net Change from Operations	<u>1,840,974</u>	<u>5,686,921</u>	<u>1,502,900</u>	<u>5,373,160</u>	<u>(5.5)%</u>
Capital Outlays (See Detail)	<u>6,991,468</u>	<u>11,207,000</u>	<u>3,185,636</u>	<u>8,554,681</u>	<u>(23.7)%</u>
Net Change in Fund Balance	<u>(5,150,494)</u>	<u>(5,520,079)</u>	<u>(1,682,736)</u>	<u>(3,181,521)</u>	<u>(42.4)%</u>
Cash Fund Balance Beginning of Year	31,106	880,612	880,612	1,697,876	92.8 %
Cash Transfer from the General Fund	<u>6,000,000</u>	<u>5,160,000</u>	<u>2,500,000</u>	<u>2,000,000</u>	<u>(61.2)%</u>
Cash Fund Balance End of Year	<u>\$ 880,612</u>	<u>\$ 520,533</u>	<u>\$ 1,697,876</u>	<u>\$ 516,355</u>	<u>(0.8)%</u>

454-18 Lea Regional Airport

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
454-18 Lea Regional Airport							
Full-Time Positions							
Supervisor	0.50	\$ 23,871	\$ 1,826	\$ 3,611	\$ 12,171	\$ 680	\$ 42,159
Airport Tech	1.50	50,680	3,877	7,665	23,323	1,444	86,989
Full-Time Positions Total	2.00	74,551	5,703	11,276	35,494	2,125	129,148
Longevity Pay		2,160	165	—	—	—	2,325
Overtime		5,000	383	—	—	—	5,383
Part-Time Positions		4,420	338	—	—	—	4,758
Vacation		1,000	77	—	—	—	1,077
Lea Regional Airport Total	<u>2.00</u>	<u>\$ 87,131</u>	<u>\$ 6,666</u>	<u>\$ 11,276</u>	<u>\$ 35,494</u>	<u>\$ 2,125</u>	<u>\$ 142,690</u>

454-18 Lea Regional Airport

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Capital Outlays					
4104 - Capital Improvements	\$ —	\$ 120,000	\$ —	\$ 139,831	16.5 %
4125 - Facility Improvements	666,320	1,850,000	15,964	2,025,000	9.5 %
4209 - Terminal Reconstruction-Hobbs	3,530,045	2,259,000	1,809,542	200,000	(91.1)%
4287 - Safety Area Imp - Design & Environmental	113,961	10,000	10,000	10,000	— %
4288 - Safety Area Imp	1,378,229	1,300,000	207,474	1,300,000	— %
4294 - Property Part 139 Hobbs Airport	4,954	200,000	—	200,000	— %
4310 - Wildlife Fencing Design/Environmental	—	125,000	—	125,000	— %
4382 - Vehicle(s)	28,115	72,000	71,684	—	(100.0)%
4461 - Storage Building	—	50,000	—	50,000	— %
4590 - Airline LOC	—	—	—	—	— %
4592 - Firefighting Training Facility	—	40,000	—	40,000	— %
4707 - ARFF Building	—	76,000	73,284	76,000	— %
4708 - Parking Lot	541,923	400,000	185,558	600,000	50.0 %
4713 - Mower - Rotary	—	65,000	—	58,850	(9.5)%
4714 - Security Improvements	10,762	15,000	—	15,000	— %
4743 - Hobbs RW 3/21 Extension	110,488	3,570,000	98,950	3,570,000	— %
4745 - Hobbs STARS LITE Design	—	30,000	—	30,000	— %
4746 - Concrete Apron	586,848	830,000	713,180	—	(100.0)%
4755 - Hangar Improvements	—	115,000	—	115,000	— %
4760 - ASP Grant Airline Equipment	19,821	80,000	—	—	(100.0)%
Total Capital Outlays	<u>\$ 6,991,468</u>	<u>\$ 11,207,000</u>	<u>\$ 3,185,636</u>	<u>\$ 8,554,681</u>	<u>(23.7)%</u>

Lovington Zip Franklin Airport



455-18 Lovington Zip Franklin Airport

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Charges for Services					
1460 - Airport Rentals	\$ 9,263.2	\$ 5,000	\$ 12,104	\$ 5,000	— %
Charges for Services Total	<u>9,263.2</u>	<u>5,000</u>	<u>12,104</u>	<u>5,000</u>	<u>— %</u>
Intergovernmental					
1604 - CARES Act Grant	—	20,000	—	20,000	— %
1508 - FAA Grant (PAPI Replacement)	—	158,333	24,790	158,333	— %
1845 - Property Part 139 Lovington Airport	—	47,500	—	47,500	— %
1629 - Airfield Supplies	3,598	10,000	4,067	10,000	— %
1985 - Electrical Vault & Generator	1,227	190,000	33,709	190,000	— %
Intergovernmental Total	<u>4,825</u>	<u>425,833</u>	<u>62,566</u>	<u>425,833</u>	<u>— %</u>
Total Revenue	<u>14,088</u>	<u>430,833</u>	<u>74,670</u>	<u>430,833</u>	<u>— %</u>
Expenditures					
Salaries & Benefits					
2002 - Full-Time Positions	39,226	35,500	34,687	38,355	8.0 %
2003 - Part Time Positions	—	2,210	—	2,210	— %
2005 - Overtime	696	2,000	802	2,000	— %
2063 - PERA	5,822	5,369	5,190	5,638	5.0 %
2064 - FICA	3,100	3,114	2,671	3,333	7.0 %
2065 - Health Insurance	9,135	16,902	8,380	17,747	5.0 %
2200 - Retiree Health Care	1,079	1,012	997	1,062	5.0 %
2208 - Vacation	385	1,000	1,000	1,000	— %
Total Salaries & Benefits	<u>59,444</u>	<u>67,107</u>	<u>53,726</u>	<u>71,345</u>	<u>6.3 %</u>
Operating Costs					
2007 - Communications	1,549	2,000	1,219	2,000	— %
2008 - Printing & Publishing	—	500	—	500	— %
2009 - Office Supplies	314	875	—	875	— %
2010 - Travel/Per Diem	—	—	—	—	— %
2011 - Vehicle - Gas & Oil	94	2,250	1,920	2,250	— %
2012 - Maintenance	7,482	5,500	5,500	5,500	— %
2016 - Education/Registration/Dues	750	—	—	—	— %
2023 - Maintenance - Building	—	2,000	—	2,000	— %
2025 - Utilities	7,842	11,000	7,854	11,000	— %
2079 - Contractual Services - Maintenance	—	—	—	—	— %
2111 - Vehicle - Maintenance	1,325	2,000	2,000	2,000	— %
2112 - Rental Of Land	9,000	9,000	9,000	13,000	44.4 %
2123 - Air Field Maintenance	3,118	16,750	16,643	16,750	— %
2131 - Uniforms	499	500	—	500	— %
2181 - Air Field Supplies	8,692	10,000	—	10,000	— %
2701 - Maintenance - Airport	6,849	10,000	9,607	10,000	— %
2802 - Staff Labor	—	—	—	—	— %
Total Operating Costs	<u>47,516</u>	<u>72,375</u>	<u>53,744</u>	<u>76,375</u>	<u>5.5 %</u>
Total Expenditures	<u>106,959</u>	<u>139,482</u>	<u>107,470</u>	<u>147,720</u>	<u>5.9 %</u>

455-18 Lovington Zip Franklin Airport

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Net Change from Operations	<u>(92,871)</u>	<u>291,351</u>	<u>(32,801)</u>	<u>283,113</u>	<u>(2.8)%</u>
Capital Outlays (See Detail)	<u>57,454</u>	<u>621,667</u>	<u>50,330</u>	<u>1,141,667</u>	<u>83.6 %</u>
Net Change in Fund Balance	<u>(150,325)</u>	<u>(330,316)</u>	<u>(83,130)</u>	<u>(858,554)</u>	<u>159.9 %</u>
Cash Fund Balance Beginning of Year	<u>152,261</u>	<u>1,936</u>	<u>1,936</u>	<u>18,805</u>	<u>871.6 %</u>
Cash Transfer from the General Fund	<u>—</u>	<u>350,000</u>	<u>100,000</u>	<u>1,000,000</u>	<u>185.7 %</u>
Cash Fund Balance End of Year	<u>\$ 1,936</u>	<u>\$ 21,620</u>	<u>\$ 18,805</u>	<u>\$ 160,251</u>	<u>641.2 %</u>

455-18 Lovington Zip Franklin Airport

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
455-18 Lovington Zip Franklin Airport							
Full-Time Positions							
Supervisor	0.25	\$ 11,936	\$ 913	\$ 1,805	\$ 6,086	\$ 340	\$ 21,080
Airport Technician	0.75	25,340	1,938	3,833	11,661	722	43,494
Full-Time Positions Total	1.00	37,275	2,852	5,638	17,747	1,062	64,574
Longevity Pay		1,080	83	—	—	—	1,163
Overtime		2,000	153	—	—	—	2,153
Part-Time Positions		2,210	169	—	—	—	2,379
Vacation		1,000	77	—	—	—	1,077
Lovington Zip Franklin Airport Total	<u>1.00</u>	<u>\$ 43,565</u>	<u>\$ 3,333</u>	<u>\$ 5,638</u>	<u>\$ 17,747</u>	<u>\$ 1,062</u>	<u>\$ 71,345</u>

455-18 Lovington Zip Franklin Airport

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Capital Outlays					
4104 - Capital Improvements	\$ —	\$ 40,000	\$ —	\$ 110,000	175.0 %
4292 - Property Part 139 Lovington Airport	—	50,000	—	50,000	— %
4440 - Equipment - Capital	—	100,000	—	100,000	— %
4493 - Electrical Vault & Generator	36,795	200,000	—	200,000	— %
4495 - PAPI System Installation	20,659	166,667	10,330	166,667	— %
4542 - Lighting Upgrade	—	—	—	450,000	— %
4714 - Security Improvements	—	15,000	—	15,000	— %
4736 - Improvements - Lovington Airport	—	50,000	40,000	50,000	— %
Total Capital Outlays	<u>\$ 57,454</u>	<u>\$ 621,667</u>	<u>\$ 50,330</u>	<u>\$ 1,141,667</u>	<u>83.65 %</u>

Lea County Jal Airport



456-18 Jal Airport

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Charges for Services					
1460 - Airport Rentals	\$ 6,961	\$ 2,500	\$ 4,672	\$ 2,500	— %
Charges for Services Total	<u>6,961</u>	<u>2,500</u>	<u>4,672</u>	<u>2,500</u>	<u>— %</u>
Intergovernmental					
1508 - FAA Grant (PAPI Replacement)	22,247	158,334	9,270	158,334	— %
1592 - COVID Relief Grant	—	—	—	20,000	— %
1604 - Grant Revenue	897	20,000	1,346	20,000	— %
1629 - Airfield Supplies	4,996	10,000	1,399	10,000	— %
1628 - NMDOT Grant - Jal Maintenance	—	—	—	—	— %
1851 - Road Construction	—	—	—	—	— %
1985 - PAPI	59,578	190,000	110,341	190,000	— %
Intergovernmental Total	<u>87,718</u>	<u>378,334</u>	<u>122,356</u>	<u>398,334</u>	<u>5.3 %</u>
Total Revenue	<u>94,679</u>	<u>380,834</u>	<u>127,028</u>	<u>400,834</u>	<u>5.3 %</u>
Expenditures					
Salaries & Benefits					
2002 - Full-Time Positions	39,197	35,500	34,686	38,355	8.0 %
2003 - Part Time Positions	—	2,210	—	2,210	— %
2005 - Overtime	696	2,000	801	2,000	— %
2063 - PERA	5,585	5,369	5,190	5,638	5.0 %
2064 - FICA	2,929	3,114	2,634	3,333	7.0 %
2065 - Health Insurance	8,073	16,902	8,171	17,747	5.0 %
2200 - Retiree Health Care	1,022	1,012	901	1,062	5.0 %
2208 - Vacation	385	1,000	1,000	1,000	— %
Total Salaries & Benefits	<u>57,886</u>	<u>67,107</u>	<u>53,384</u>	<u>71,345</u>	<u>6.3 %</u>
Operating Costs					
2007 - Communications	393	1,500	506	1,500	— %
2008 - Printing & Publishing	—	625	—	625	— %
2009 - Office Supplies	371	875	—	875	— %
2010 - Travel/Per Diem	—	—	—	—	— %
2011 - Vehicle - Gas & Oil	—	2,250	1,028	2,250	— %
2012 - Maintenance	—	5,000	—	5,000	— %
2013 - Rental Of Equipment	—	750	—	750	— %
2016 - Education/Registration/Dues	260	750	710	750	— %
2023 - Maintenance - Building	—	2,500	—	2,500	— %
2025 - Utilities	2,601	5,000	2,959	5,000	— %
2111 - Vehicle - Maintenance	1,654	2,500	1,454	2,500	— %
2123 - Air Field Maintenance	1,125	16,750	9,977	16,750	— %
2131 - Uniforms	499	500	—	500	— %
2181 - Air Field Supplies	7,304	10,000	—	10,000	— %
2701 - Maintenance - Airport	5,377	12,500	124	12,500	— %
2802 - Staff Labor	—	1,500	—	1,500	— %
Total Operating Costs	<u>19,585</u>	<u>63,000</u>	<u>16,758</u>	<u>63,000</u>	<u>— %</u>

456-18 Jal Airport

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Total Expenditures	<u>77,471</u>	<u>130,107</u>	<u>70,142</u>	<u>134,345</u>	<u>3.3 %</u>
Net Change from Operations	<u>17,207</u>	<u>250,727</u>	<u>56,886</u>	<u>266,489</u>	<u>6.3 %</u>
Capital Outlays (See Detail)	<u>191,610</u>	<u>456,667</u>	<u>73,198</u>	<u>685,000</u>	<u>50.0 %</u>
Net Change in Fund Balance	<u>(174,402)</u>	<u>(205,940)</u>	<u>(16,311)</u>	<u>(418,511)</u>	<u>103.2 %</u>
Cash Fund Balance Beginning of Year	<u>35,044</u>	<u>54,300</u>	<u>54,300</u>	<u>87,989</u>	<u>62.0 %</u>
Cash Transfer from the General Fund	<u>193,658</u>	<u>225,000</u>	<u>50,000</u>	<u>500,000</u>	<u>122.2 %</u>
Cash Fund Balance End of Year	<u>\$ 54,300</u>	<u>\$ 73,360</u>	<u>\$ 87,989</u>	<u>\$ 169,477</u>	<u>131.0 %</u>

456-18 Jal Airport

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
456-18 Jal Airport							
Full-Time Positions							
Airport Tech	0.75	\$ 25,340	\$ 1,938	\$ 3,833	\$ 11,661	\$ 722	\$ 43,494
Supervisor	0.25	11,936	913	1,805	6,086	340	21,080
Full-Time Positions Total	1.00	37,275	2,852	5,638	17,747	1,062	64,574
Longevity Pay		1,080	83	—	—	—	1,163
Overtime		2,000	153	—	—	—	2,153
Part-Time Positions		2,210	169	—	—	—	2,379
Vacation		1,000	77	—	—	—	1,077
Jal Airport Total	<u>1.00</u>	<u>\$ 43,565</u>	<u>\$ 3,333</u>	<u>\$ 5,638</u>	<u>\$ 17,747</u>	<u>\$ 1,062</u>	<u>\$ 71,345</u>

456-18 Jal Airport

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Capital Outlays					
4104 - Capital Improvements	\$ —	\$ 40,000	\$ —	\$ 110,000	175.0 %
4373 - Jal Airport Improvements	26,914	60,000	14,952	60,000	— %
4493 - Electrical Vault & Generator	118,752	125,000	36,944	—	(100.0)%
4495 - PAPI System Installation	25,369	166,667	3,903	—	(100.0)%
4547 - Pavement Rehabilitation	—	—	—	450,000	— %
4714 - Security Improvements	6,828	15,000	—	15,000	— %
4737 - Improvements - Jal Airport	13,748	50,000	17,399	50,000	— %
Total Capital Outlays	<u>\$ 191,610</u>	<u>\$ 456,667</u>	<u>\$ 73,198</u>	<u>\$ 685,000</u>	<u>50.0 %</u>

Lea County Facilities Department



Lea County Community Centers



404-12 Community Centers

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Operating Costs					
2023 - Maintenance - Building	\$ —	\$ 50,000	\$ —	\$ 50,000	— %
2025 - Utilities	11,093	15,000	10,805	21,000	40.0 %
2079 - Contractual Service - Maintenance	4,677	5,670	5,645	5,670	— %
Total Operating Costs	<u>15,771</u>	<u>70,670</u>	<u>16,450</u>	<u>76,670</u>	<u>8.5 %</u>
Total Expenditures	<u>15,771</u>	<u>70,670</u>	<u>16,450</u>	<u>76,670</u>	<u>8.5 %</u>
Net Change from Operations	<u>(15,771)</u>	<u>(70,670)</u>	<u>(16,450)</u>	<u>(76,670)</u>	<u>8.5 %</u>
Capital Outlays (See Detail)	<u>700</u>	<u>100,000</u>	<u>—</u>	<u>100,000</u>	<u>— %</u>
Net Change in Fund Balance	<u>(16,471)</u>	<u>(170,670)</u>	<u>(16,450)</u>	<u>(176,670)</u>	<u>3.5 %</u>
Cash Fund Balance Beginning of Year	37,908	21,438	21,438	4,988	3.5 %
Cash Transfer from the General Fund	<u>—</u>	<u>171,571</u>	<u>—</u>	<u>200,000</u>	<u>16.6 %</u>
Cash Fund Balance End of Year	<u>\$ 21,438</u>	<u>\$ 22,339</u>	<u>\$ 4,988</u>	<u>\$ 28,318</u>	<u>26.8 %</u>

404-12 Community Centers

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Capital Outlays					
4104 - Improvements	\$ 700	\$ 100,000	\$ —	\$ 100,000	— %
Total Capital Outlays	<u>\$ 700</u>	<u>\$ 100,000</u>	<u>\$ —</u>	<u>\$ 100,000</u>	<u>— %</u>

Lea County Capital Projects Fund



430 - Lea County Capital Projects

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Intergovernmental					
1458 - NM Leg Grant - Courthouse Renovation	\$ —	\$ 1,963,000	\$ —	\$ 3,163,000	61.1 %
Intergovernmental Total	—	1,963,000	—	3,163,000	61.1 %
Total Revenue	—	1,963,000	—	3,163,000	61.1 %
Capital Outlay					
4106 - Donated Buildings	126,303	—	—	—	— %
4110 - Judicial Complex - Sheriff	99,448	100,000	86,697	100,000	— %
4123 - County Fire Department Improvements	—	—	—	3,000,000	— %
4125 - Facility Improvements	9,211	500,000	315,525	500,000	— %
4139 - General Services Building	214,483	500,000	76,095	500,000	— %
4250 - Water Rights	—	300,000	—	300,000	— %
4315 - Pickup(s) (Environmental)	—	180,000	132,320	300,000	66.7 %
4324 - Copier (Sheriff)	—	16,000	16,000	—	(100.0)%
4328 - Remodel Courthouse	171,095	20,800,000	—	21,800,000	4.8 %
4331 - Server Upgrade (Info Technology)	59,861	107,000	88,822	120,000	12.1 %
4331 - Server Upgrade (Sheriff)	31,000	31,000	31,000	31,000	— %
4333 - Judicial Complex	2,012,862	5,000,000	2,941,937	2,000,000	(60.0)%
4367 - Equipment (DWI Probation)	—	18,000	9,954	18,000	— %
4367 - Equipment (EMS Command Post)	—	—	—	350,000	— %
4367 - Equipment (Environmental)	—	244,350	242,132	180,000	(26.3)%
4367 - Equipment (Facilities)	305,931	127,000	80,196	75,000	(40.9)%
4367 - Equipment (Info Technology)	—	—	—	160,000	— %
4382 - Vehicle(s) (Commission)	199,953	—	—	50,000	— %
4382 - Vehicle(s) (Facilities)	—	45,500	30,240	55,000	20.9 %
4382 - Vehicle(s) (Info Technology)	40,000	40,000	—	40,000	— %
4382 - Vehicle(s) (Sheriff)	998,066	783,410	779,867	802,995	2.5 %
4382 - Vehicles(s) DWI Probation)	—	—	—	120,000	—
4438 - Fire Trucks	—	—	—	607,000	—
4440 - Equipment	269,736	217,834	172,293	96,290	(55.8)%
4442 - Sheriff's Office	884,995	200,000	164,394	200,000	— %
4461 - Storage Building	227,163	60,000	20,263	60,000	— %
4499 - Fire Department Water Systems	—	—	—	300,000	— %
4589 - Convenience Center (Environmental)	—	1,500,000	102,106	2,100,000	40.0 %
4641 - Computer Equipment (Environmental)	—	25,000	4,365	40,000	60.0 %
4734 - Lea County Annex Remodel	259,789	500,000	327,746	500,000	— %
4776 - Accounting/Financial System	94,498	396,000	—	100,000	(74.7)%
4778 - Lea County Health Facility	237096.22	2000000	33988	2,600,000	0.3
Total Capital Outlays	6,241,490	33,691,094	5,655,941	37,105,285	10.1 %
Net Change in Fund Balance	(6,241,490)	(31,728,094)	(5,655,941)	(33,942,285)	7.0 %
Cash Fund Balance Beginning of Year	1,156,434	914,944	914,944	759,003	(17.0)%
Cash Transfer to/from the General Fund	6,000,000	30,900,755	5,500,000	35,500,000	14.9 %
Cash Fund Balance End of Year	\$ 914,944	\$ 87,605	\$ 759,003	\$ 2,316,718	— %

Lea County Event Facilities



Lea County Event Center



463-31 Lea County Event Center

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Miscellaneous					
1016 - RV Rental Space	\$ —	\$ 1,700	\$ —	\$ 1,700	— %
1260 - Refunds	496	—	—	—	— %
1301 - LCEC Ticket Sales	841	5,000	—	5,000	— %
1302 - LCEC Concession Sales	25,890	55,000	—	55,000	— %
1303 - LCEC Merchandising	324	—	—	—	— %
1305 - LCEC Rental	95,278	125,000	7,723	125,000	— %
1308 - LCEC RV Parking	7,031	—	1,028	—	— %
1309 - LCEC Security	20,442	15,000	120	15,000	— %
1311 - LCEC House Staffing	16,391	11,000	120	11,000	— %
1312 - LCEC Sheriff's Officers	9,235	9,000	—	9,000	— %
1314 - Special Productions	2,850	—	—	—	— %
1318 - Linens	19,029	7,000	773	7,000	— %
Miscellaneous	<u>197,807</u>	<u>228,700</u>	<u>9,763</u>	<u>228,700</u>	<u>— %</u>
Total Revenue	<u>197,807</u>	<u>228,700</u>	<u>9,763</u>	<u>228,700</u>	<u>— %</u>
Expenditures					
Salaries & Benefits					
2002 - Full-Time Positions	172,976	170,075	170,075	186,979	9.9 %
2005 - Overtime	8,711	5,500	2,179	5,500	— %
2003 - Part Time Positions	—	—	—	—	— %
2063 - PERA	25,632	25,724	25,718	27,010	5.0 %
2064 - FICA	14,029	14,197	13,148	15,490	9.1 %
2065 - Health Insurance	41,571	41,865	41,734	35,034	(16.3)%
2208 - Vacation	—	10,000	—	10,000	— %
2200 - Retiree Health Care	4,833	4,847	4,846	5,089	5.0 %
Total Salaries & Benefits	<u>267,751</u>	<u>272,208</u>	<u>257,700</u>	<u>285,102</u>	<u>4.7 %</u>
Operating Costs					
2006 - Postage	—	50	8	50	— %
2007 - Communications	7,738	8,000	7,194	8,000	— %
2008 - Printing & Publishing	—	2,500	43	2,500	— %
2009 - Office Supplies	2,378	2,656	1,790	2,656	— %
2010 - Travel/Per Diem	—	1,000	—	1,000	— %
2011 - Vehicle - Gas & Oil	995	2,500	890	2,500	— %
2012 - Maintenance	37,534	77,500	23,967	77,500	— %
2013 - Rental Of Equipment	—	1,000	—	1,000	— %
2016 - Education/Registration/Dues	836	1,500	1,073	1,500	— %
2025 - Utilities	166,452	215,000	170,493	215,000	— %
2027 - Advertising	3,213	7,000	2,743	7,000	— %
2046 - Janitors Supplies	18,592	20,000	5,833	20,000	— %
2079 - Contractual Service - Maintenance	100,173	135,000	120,901	120,000	(11.1)%
2111 - Vehicle - Maintenance	—	2,500	—	2,500	— %
2130 - Computers And Peripherals	3,800	1,500	—	1,500	— %
2131 - Uniforms	692	500	—	500	— %
2165 - Software	—	5,000	—	5,000	— %

463-31 Lea County Event Center

	FY 20 Actual	FY 21 Adjusted	FY 21 Actual	FY 22 Budget	% Change
2232 - Non-Capital Equipment	2,265	6,839	—	56,839	731.1 %
2438 - Special Productions	10,703	—	—	350,000	— %
2802 - Staff Labor	106,477	96,500	12,772	105,000	8.8 %
2875 - Bank Service Charges	1,699	3,000	274	3,000	— %
2879 - Catering/Linens	40,565	40,000	2,220	40,000	— %
2895 - Refunds	3,344	4,000	3,723	4,000	— %
Total Operating Costs	507,453	633,545	353,923	1,027,045	62.1 %
Total Expenditures	775,205	905,753	611,623	1,312,147	44.9 %
Net Change from Operations	(577,398)	(677,053)	(601,860)	(1,083,447)	60.0 %
Capital Outlays (See Detail)	85,171	363,819	—	1,147,000	215.3 %
Net Change in Fund Balance	(662,569)	(1,040,872)	(601,860)	(2,230,447)	114.3 %
Cash Fund Balance Beginning of Year	100,000	97,431	97,431	545,571	460.0 %
Cash Transfer from the General Fund	660,000	1,400,000	1,050,000	2,000,000	42.9 %
Cash Fund Balance End of Year	\$ 97,431	\$ 456,559	\$ 545,571	\$ 315,124	(31.0)%

463-31 Lea County Event Center

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
463-31 Event Center							
Full-Time Positions							
Director	1.00	\$ 96,133	\$ 7,354	\$ 14,540	\$ 18,416	\$ 2,740	\$ 139,183
Operations Supervisor	1.00	48,703	3,726	7,366	8,309	1,388	69,492
Operations Technician	2.00	33,743	2,581	5,104	8,309	962	50,698
Administrative Coordinator	<u>1.00</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
Full-Time Positions Total	5.00	178,579	13,661	27,010	35,034	5,089	259,374
Longevity Pay		8,400	643	—	—	—	9,043
Overtime		5,500	421	—	—	—	5,921
Part Time Positions		—	—	—	—	—	—
Vacation		10,000	765	—	—	—	10,765
Event Center Total	<u>5.00</u>	<u>\$ 202,479</u>	<u>\$ 15,490</u>	<u>\$ 27,010</u>	<u>\$ 35,034</u>	<u>\$ 5,089</u>	<u>\$ 285,102</u>

463-31 Lea County Event Center

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Capital Outlays					
4367 - Equipment	\$ 10,181	\$ 266,819	\$ —	\$ 50,000	(81.3)%
4382 - Vehicle	—	40,000	—	40,000	— %
4557 - Event Center Improvements (Facilities)	74,990	—	—	—	— %
4778 - Buildings Improvements	—	57,000	—	1,057,000	1,754.4 %
Total Capital Outlays	<u>\$ 85,171</u>	<u>\$ 363,819</u>	<u>\$ —</u>	<u>\$ 1,147,000</u>	<u>215.3 %</u>

Lea County Fairgrounds



101 South Commercial
Lovington, NM
(575) 396-8686

Lea County Fairgrounds



460-32 Lea County Fairgrounds

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Intergovernmental					
1396 - NM Legislative Grant	\$ 100,000	\$ 100,000	\$ —	\$ —	(100.0)%
Intergovernmental Total	<u>100,000</u>	<u>100,000</u>	<u>—</u>	<u>—</u>	<u>(100.0)%</u>
Miscellaneous					
1005 - Arena/Stall Rental	6,400	8,000	16,620	10,000	25.0 %
1016 - RV Space Rental	1,519	2,000	5,567	3,000	50.0 %
1226 - Rodeo Production	—	30,000	—	30,000	— %
1227 - Christmas Celebration	—	—	—	5,000	— %
1292 - Event Staff	4,798	10,000	600	10,000	— %
1298 - Fairground Building Rent	15,450	25,000	3,080	20,000	(20.0)%
1299 - Ranch Rodeo	—	—	—	12,000	— %
1314 - Special Productions	—	8,000	3,714	5,000	(37.5)%
1440 - Credit Card Charges	51	—	57	—	— %
Miscellaneous	<u>28,218</u>	<u>83,000</u>	<u>29,638</u>	<u>95,000</u>	<u>14.5 %</u>
Total Revenue	<u>128,218</u>	<u>183,000</u>	<u>29,638</u>	<u>95,000</u>	<u>(48.1)%</u>
Expenditures					
Salaries & Benefits					
2002 - Full-Time Positions	228,281	189,984	190,306	209,683	10.4 %
2005 - Overtime	13,079	15,000	8,052	15,000	— %
2063 - PERA	33,693	28,735	29,295	30,809	7.2 %
2064 - FICA	18,845	15,918	14,910	17,425	9.5 %
2065 - Health Insurance	63,452	52,220	52,313	54,831	5.0 %
2200 - Retiree Health Care	6,353	5,415	5,659	5,805	7.2 %
2208 - Vacation	3,100	3,100	—	3,100	— %
Total Salaries & Benefits	<u>366,802</u>	<u>310,372</u>	<u>300,533</u>	<u>336,653</u>	<u>8.5 %</u>
Operating Costs					
2006 - Postage	227	1,000	442	1,000	— %
2007 - Communications	3,845	5,000	3,857	4,000	(20.0)%
2008 - Printing & Publishing	365	2,000	286	2,000	— %
2009 - Office Supplies	4,499	5,000	3,766	5,000	— %
2010 - Travel/Per Diem	—	2,000	—	2,000	— %
2011 - Vehicle - Gas & Oil	3,469	7,000	2,566	5,000	(28.6)%
2012 - Maintenance	34,858	48,000	38,035	35,000	(27.1)%
2013 - Rental Of Equipment	51	2,500	157	2,000	(20.0)%
2016 - Education/Registration/Dues	386	1,500	719	1,000	(33.3)%
2020 - Supplies	9,630	5,000	4,134	6,000	20.0 %
2025 - Utilities	110,133	100,000	101,441	115,000	15.0 %
2027 - Advertising	1,341	2,000	(35)	2,000	— %
2046 - Janitors Supplies	2,070	4,000	1,923	3,000	(25.0)%
2075 - Maintenance - Equipment	9,797	7,000	5,327	6,000	(14.3)%
2076 - Equipment Operating	358	5,000	2,289	3,000	(40.0)%
2079 - Contractual Service - Maintenance	36,870	40,025	39,897	33,000	(17.6)%
2111 - Vehicle - Maintenance	7,574	7,000	3,749	5,000	(28.6)%
2130 - Computers And Peripherals	15,000	8,000	6,456	7,000	(12.5)%

460-32 Lea County Fairgrounds

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
2131 - Uniforms	3,849	4,000	3,349	4,000	— %
2153 - Disposal	198	4,000	—	3,000	(25.0)%
2503 - Rodeo Production	8,110	80,000	76,326	80,000	— %
2504 - Ranch Rodeo	—	—	—	10,000	— %
2505 - Meal Expense	42	—	—	200	— %
2551 - County Sponsored Events	15,580	—	—	30,000	— %
2552 - Christmas Celebration	—	—	—	30,000	— %
2895 - Refunds	1,000	1,000	900	1,000	— %
Total Operating Costs	<u>269,252</u>	<u>341,025</u>	<u>295,583</u>	<u>395,200</u>	<u>15.9 %</u>
Total Expenditures	<u>636,053</u>	<u>651,397</u>	<u>596,116</u>	<u>731,853</u>	<u>12.4 %</u>
Net Change from Operations	<u>(507,836)</u>	<u>(468,397)</u>	<u>(566,478)</u>	<u>(636,853)</u>	<u>36.0 %</u>
Capital Outlays (See Detail)	<u>3,655,817</u>	<u>1,012,333</u>	<u>824,868</u>	<u>813,500</u>	<u>(19.6)%</u>
Net Change in Fund Balance	<u>(4,163,653)</u>	<u>(1,480,730)</u>	<u>(1,391,345)</u>	<u>(1,450,353)</u>	<u>(2.1)%</u>
Cash Fund Balance Beginning of Year	497,239	83,586	83,586	492,241	488.9 %
Cash Transfer from the General Fund	<u>3,750,000</u>	<u>1,600,000</u>	<u>1,800,000</u>	<u>1,000,000</u>	<u>(37.5)%</u>
Cash Fund Balance End of Year	<u><u>\$ 83,586</u></u>	<u><u>\$ 202,856</u></u>	<u><u>\$ 492,241</u></u>	<u><u>\$ 41,887</u></u>	<u><u>(79.4)%</u></u>

460-32 Lea County Fairgrounds

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
460-32 Fairgrounds							
Full-Time Positions							
Maintenance Tech	1.72	\$ 33,264	\$ 2,545	\$ 5,031	\$ 12,963	\$ 948	\$ 54,750
Administrative Coordinator	0.86	35,593	2,723	5,383	20,934	1,014	65,647
Maintenance Lead	0.86	—	—	—	—	—	—
General Manager	0.86	82,680	6,325	12,505	—	2,356	103,867
Business Manager	0.86	52,160	3,990	7,889	20,934	1,487	86,460
Full-Time Positions Total	5.16	203,697	15,583	30,809	54,831	5,805	310,725
Longevity Pay		5,986	458	—	—	—	6,444
Overtime		15,000	1,148	—	—	—	16,148
Vacation		3,100	237	—	—	—	3,337
Fairgrounds Total	<u>5.16</u>	<u>\$ 227,783</u>	<u>\$ 17,425</u>	<u>\$ 30,809</u>	<u>\$ 54,831</u>	<u>\$ 5,805</u>	<u>\$ 336,653</u>

460-32 Lea County Fairgrounds

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Capital Outlays					
4125 - Facility Improvements	\$ 100,386	\$ 148,000	\$ 67,419	\$ 200,000	35.1 %
4242 - Chairs	—	5,000	2,635.09	2,000	(60.0)%
4246 - Tables	4,544	12,500	—	4,000	(68.0)%
4313 - All Terrain Vehicle	—	10,000	10,000	12,500	25.0 %
4315 - Pickup(s)	—	45,000	—	45,000	— %
4367 - AV Equipment	14,651.01	50,000	47,980.61	—	(100.0)%
4389 - Tractor	—	45,000	—	50,000	11.1 %
4515 - Portable Sound System	1,060.41	—	—	—	— %
4585 - PY Fairground Improvements	1,944,147	696,833	696,833	—	(100.0)%
4586 - Fairgrounds Improvements	1,591,028	—	—	500,000	— %
Total Capital Outlays	<u>\$3,655,817.06</u>	<u>\$ 1,012,333</u>	<u>\$ 824,867.56</u>	<u>\$ 813,500</u>	<u>(19.6)%</u>

Lea County Fair and Rodeo



461-33 Lea County Fair & Rodeo

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Intergovernmental					
1487 - Lodger's Tax Grant	\$ 118,378	\$ 150,000	\$ —	\$ 75,000	(50.0)%
Intergovernmental Total	<u>118,378</u>	<u>150,000</u>	<u>—</u>	<u>75,000</u>	<u>(50.0)%</u>
Miscellaneous					
1001 - Rodeo Ticket Sales	38,743	45,000	38,457	43,200	(4.0)%
1002 - Rodeo Concessions	—	35,000	—	35,000	— %
1004 - Rodeo Sponsorships	162,875	320,000	88,500	300,000	(6.3)%
1016 - RV Space Rental	4,357	6,700	10,205	6,700	— %
1259 - Refund Performance Fee	2,700	6,000	—	4,000	(33.3)%
1260- Refunds	36,521	—	18,429	—	— %
1270- Insurance Recovery	—	20,000	—	20,000	— %
1294 - Fair Comm Booth Rentals	24,255	28,000	21,255	30,000	7.1 %
1295 - Fair Gate Ticket Sales	215,577	320,000	—	300,000	(6.3)%
1296 - Fair Carnival Rental	161,490	195,000	—	180,000	(7.7)%
1297 - Fair Outside Space Rental	52,137	26,000	21,400	25,000	(3.8)%
1300 - Fiddler's Contest	130	—	—	1,000	— %
1801 - Entry Fees	8,481	10,000	4,661	8,000	(20.0)%
1802 - Equine Facility Sales	14,920	18,000	—	18,000	— %
1803 - Yucca Activities	685	1,000	—	1,500	50.0 %
1440 - Credit Card Charges	381	—	513	—	— %
1902 - Deposits	200	1,000	—	1,000	— %
1907 - Buckle Donation Committee	7,445	15,000	8,005	18,000	20.0 %
Miscellaneous	<u>730,898</u>	<u>1,046,700</u>	<u>211,425</u>	<u>991,400</u>	<u>(5.3)%</u>
Total Revenue	<u>849,276</u>	<u>1,196,700</u>	<u>211,425</u>	<u>1,066,400</u>	<u>(10.9)%</u>
Expenditures					
Salaries & Benefits					
2002 - Full-Time Positions	34,181	26,509	26,509	29,258	10.4 %
2003 - Part Time Positions	—	3,600	—	3,600	— %
2005 - Overtime	73,779	75,556	23,301	75,556	— %
2063 - PERA	5,194	4,010	4,010	4,299	7.2 %
2064 - FICA	3,008	8,083	3,615	8,294	2.6 %
2065 - Health Insurance	9,748	7,287	7,287	7,651	5.0 %
2200 - Retiree Health Care	979	756	756	810	7.1 %
Total Salaries & Benefits	<u>126,889</u>	<u>125,801</u>	<u>65,476</u>	<u>129,467</u>	<u>2.9 %</u>
Operating Costs					
2006 - Postage	343	3,000	611	3,000	— %
2008 - Printing & Publishing	8,027	9,000	2,627	9,000	— %
2009 - Office Supplies	4,453	5,000	2,490	5,000	— %
2010 - Travel/Per Diem	3,257	6,000	1,246	5,000	(16.7)%
2012 - Maintenance	13,626	25,000	17,687	25,000	— %
2013 - Rental Of Equipment	8,638	8,000	5,918	5,000	(37.5)%
2016 - Education/Registration/Dues	190	3,000	693	1,000	(66.7)%

461-33 Lea County Fair & Rodeo

	FY 20 Actual	FY 21 Adjusted	FY 21 Actual	FY 22 Budget	% Change
2020 - Supplies	15,000	15,000	12,170	20,000	33.3 %
2025 - Utilities	—	2,000	2,000	2,000	— %
2027 - Advertising	147,758	165,700	43,231	165,000	(0.4)%
2046 - Janitors Supplies	12,238	12,000	8,193	18,000	50.0 %
2067 - Property/Liability Insurance	15,500	40,000	1,311	40,000	— %
2152 - Contract Labor/Professional Service	49,099	50,000	—	60,000	20.0 %
2153 - Disposal	4,008	7,000	—	7,000	— %
2174 - Buckle Donation Committee	16,990	20,000	12,008	20,000	— %
2327 - Judges & Parade	12,416	15,000	4,974	15,000	— %
2328 - Premiums	6,902	10,000	3,782	9,500	(5.0)%
2399 - Entertainment	529,399	612,750	109,443	665,000	8.5 %
2502 - Queen	6,493	8,000	3,987	9,528	19.1 %
2503 - Rodeo Production	477,584	368,110	57,056	438,659	19.2 %
2510 - Sign Upkeep	4,678	10,000	6,904	12,000	20.0 %
2533 - Team Roping	15,300	—	—	15,000	— %
2534 - Junior Rodeo	—	—	—	—	— %
2535 - Barrel Racing	—	—	—	—	— %
2536 - Fiddler's Contest	4,886	7,000	1,185	7,000	— %
2802 - Staff Labor	75,375	30,000	13,257	65,000	116.7 %
2875 - Bank Service Charges	962	1,000	1,000	1,200	20.0 %
2895 - Refunds	6,418	185,000	123,783.43	6,000	(96.8)%
Total Operating Costs	1,439,541	1,617,560	435,558	1,628,887	0.7 %
Total Expenditures	1,566,430	1,743,361	501,034	1,758,354	0.9 %
Net Change from Operations	(717,154)	(546,661)	(289,609)	(691,954)	26.6 %
Capital Outlays (See Detail)	—	—	—	—	— %
Net Change in Fund Balance	(717,154)	(546,661)	(289,609)	(691,954)	26.6 %
Cash Fund Balance Beginning of Year	287,760	570,606	570,606	580,997	1.8 %
Cash Transfer from the General Fund	1,000,000	300,000	300,000	600,000	100.0 %
Cash Fund Balance End of Year	\$ 570,606	\$ 323,945	\$ 580,997	\$ 489,043	51.0 %

461-33 Lea County Fair & Rodeo

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
461-33 Fair & Rodeo							
Full-Time Positions							
Maintenance Tech	0.24	\$ 4,641	\$ 355	\$ 702	\$ 1,809	\$ 132	\$ 7,640
Administrative Coordinator	0.12	4,966	380	751	2,921	142	9,160
Maintenance Lead	0.12	—	—	—	—	—	—
General Manager	0.12	11,537	883	1,745	—	329	14,493
Business Manager	0.12	7,278	557	1,101	2,921	207	12,064
Full-Time Positions Total	0.72	28,423	2,174	4,299	7,651	810	43,357
Part Time Positions		3,600	275	—	—	—	3,875
Longevity Pay		835	64	—	—	—	899
Overtime		75,556	5,780	—	—	—	81,336
Fair & Rodeo Total	<u>0.72</u>	<u>\$ 108,413</u>	<u>\$ 8,294</u>	<u>\$ 4,299</u>	<u>\$ 7,651</u>	<u>\$ 810</u>	<u>\$ 129,467</u>

Lea County Fair and Rodeo Hispanic Heritage Night Celebration



462-34 Hispanic Heritage Night

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Miscellaneous					
1004 - Rodeo Sponsorships	\$ —	\$ 10,000	\$ 500	\$ 5,000	(50.0)%
1295 - Fair Gate Ticket Sales	90,150	56,516	—	80,000	41.6 %
1296 - Fair Carnival Rental	—	30,000	—	30,000	— %
Miscellaneous	<u>90,150</u>	<u>96,516</u>	<u>500</u>	<u>115,000</u>	<u>19.2 %</u>
Total Revenue	<u>90,150</u>	<u>96,516</u>	<u>500</u>	<u>115,000</u>	<u>19.2 %</u>
Expenditures					
Salaries & Benefits					
2002 - Full-Time Positions	5,619	4,418	4,418	4,876	10.4 %
2005 - Overtime	9,444	9,444	4,535	9,444	— %
2063 - PERA	849	668	668	716	7.3 %
2064 - FICA	564	1,060	409	1,096	3.4 %
2065 - Health Insurance	1,592	1,214	1,214	1,275	5.0 %
2200 - Retiree Health Care	160	126	126	135	7.1 %
Total Salaries & Benefits	<u>18,230</u>	<u>16,930</u>	<u>11,371</u>	<u>17,543</u>	<u>3.6 %</u>
Operating Costs					
2006 - Postage	—	100	—	100	— %
2008 - Printing & Publishing	—	1,000	—	1,000	— %
2009 - Office Supplies	—	300	—	—	(100.0)%
2010 - Travel/Per Diem	—	1,000	—	1,000	— %
2012 - Maintenance	495	1,500	—	1,000	(33.3)%
2020 - Supplies	—	1,000	—	1,000	— %
2025 - Utilities	—	500	500	—	(100.0)%
2027 - Advertising	10,000	10,000	—	10,000	— %
2046 - Janitors Supplies	—	1,000	1,000	—	(100.0)%
2067 - Property/Liability Insurance	384	—	—	—	— %
2152 - Contract Labor/Professional Services	900	900	—	1,000	11.1 %
2153 - Disposal	—	1,000	—	—	(100.0)%
2399 - Entertainment	156,757	156,100	100,675	163,000	4.4 %
2502 - Queen	1,900	3,500	1,655	3,500	— %
2802 - Staff Labor	10,000	3,000	1,987	4,000	33.3 %
2875 - Bank Service Charges	476	500	500	500	— %
Total Operating Costs	<u>180,911</u>	<u>181,400</u>	<u>106,317</u>	<u>186,100</u>	<u>2.6 %</u>
Total Expenditures	<u>199,142</u>	<u>198,330</u>	<u>117,688</u>	<u>203,643</u>	<u>2.7 %</u>
Net Change from Operations	<u>(108,992)</u>	<u>(101,814)</u>	<u>(117,188)</u>	<u>(88,643)</u>	<u>(12.9)%</u>
Capital Outlays (See Detail)	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Net Change in Fund Balance	<u>(108,992)</u>	<u>(101,814)</u>	<u>(117,188)</u>	<u>(88,643)</u>	<u>(12.9)%</u>
Cash Fund Balance Beginning of Year	19,701	37,756	37,756	20,568	(45.5)%
Cash Transfer from the General Fund	<u>127,047</u>	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>	<u>— %</u>
Cash Fund Balance End of Year	<u>\$ 37,756</u>	<u>\$ 35,942</u>	<u>\$ 20,568</u>	<u>\$ 31,925</u>	<u>(11.2)%</u>

462-34 Hispanic Heritage Night

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
462-34 Hispanic Heritage Night							
Full-Time Positions							
Maintenance Tech	0.04	\$ 774	\$ 59	\$ 117	\$ 301	\$ 22	\$ 1,273
Administrative Coordinator	0.02	828	63	125	487	24	1,527
Maintenance Lead	0.02	—	—	—	—	—	—
General Manager	0.02	1,923	147	291	—	55	2,416
Business Manager	0.02	1,213	93	183	487	35	2,011
Full-Time Positions Total	0.12	4,737	362	716	1,275	135	7,226
Longevity Pay		139	11	—	—	—	150
Overtime		9,444	722	—	—	—	10,167
Hispanic Heritage Night Total	<u>0.12</u>	<u>\$ 14,321</u>	<u>\$ 1,096</u>	<u>\$ 716</u>	<u>\$ 1,275</u>	<u>\$ 135</u>	<u>\$ 17,543</u>



DWI Misdemeanor Compliance Program



439-81 Misdemeanor Compliance

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Charges for Services					
1416 - DWI-Alcohol Screen Fees	\$ 96	\$ 4,000	\$ 530	\$ —	(100.0)%
1426 - Drug Tests	2,176	3,000	396	1,500	(50.0)%
1429 - Ankle Monitoring	786	2,000	611	1,000	(50.0)%
1438 - Treatment ADT	—	100	—	—	(100.0)%
Charges for Services Total	<u>3,058</u>	<u>9,100</u>	<u>1,537</u>	<u>2,500</u>	<u>(72.5)%</u>
Miscellaneous					
1233 - Restitution Fees	56	—	143	—	— %
1240 - Treatment Fees	50	500	100	—	(100.0)%
1425 - Probation Fees	31,707	32,000	26,567	30,000	(6.3)%
1440 - Credit Card Charges	542	750	—	—	(100.0)%
Miscellaneous	<u>32,355</u>	<u>33,250</u>	<u>26,809</u>	<u>30,000</u>	<u>(9.8)%</u>
Total Revenue	<u>35,413</u>	<u>42,350</u>	<u>28,346</u>	<u>32,500</u>	<u>(23.3)%</u>
Expenditures					
Salaries & Benefits					
2002 - Full-Time Positions	10,587	—	(2)	—	— %
2005 - Overtime	—	—	—	—	— %
2063 - PERA	4,096	—	—	—	— %
2064 - FICA	815	—	—	—	— %
2065 - Health Insurance	9,164	—	—	—	— %
2200 - Retiree Health Care	774	—	—	—	— %
Total Salaries & Benefits	<u>25,435</u>	<u>—</u>	<u>(2)</u>	<u>—</u>	<u>— %</u>
Operating Costs					
2010 - Travel/Per Diem	—	—	—	5,000	— %
2604 - Supplies	—	32,000	2,940	40,000	25.0 %
2605 - Operating Costs	800	3,000	1,397	—	(100.0)%
Total Operating Costs	<u>800</u>	<u>35,000</u>	<u>4,337</u>	<u>45,000</u>	<u>28.6 %</u>
Total Expenditures	<u>26,235</u>	<u>35,000</u>	<u>4,335</u>	<u>45,000</u>	<u>28.6 %</u>
Net Change from Operations	<u>9,178</u>	<u>7,350</u>	<u>24,012</u>	<u>(12,500)</u>	<u>(270.1)%</u>
Capital Outlays (See Detail)	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Net Change in Fund Balance	<u>9,178</u>	<u>7,350</u>	<u>24,012</u>	<u>(12,500)</u>	<u>(270.1)%</u>
Cash Fund Balance Beginning of Year	<u>8,341</u>	<u>17,519</u>	<u>17,519</u>	<u>41,531</u>	<u>137.1 %</u>
Cash Transfer from the General Fund	<u>—</u>	<u>35,000</u>	<u>—</u>	<u>—</u>	<u>(100.0)%</u>
Cash Fund Balance End of Year	<u>\$ 17,519</u>	<u>\$ 59,869</u>	<u>\$ 41,531</u>	<u>\$ 29,031</u>	<u>(51.5)%</u>

Lea County DWI Program



LDWI Distribution



412-43 LDWI - Distribution

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Intergovernmental					
1274 - DWI ST Grant Current Year	\$ 568,702	\$ 576,976	\$ 623,257	\$ 622,222	7.8 %
1275 - DWI Local Grant Previous Year	—	—	—	—	— %
Intergovernmental Total	<u>568,702</u>	<u>576,976</u>	<u>623,257</u>	<u>622,222</u>	<u>7.8 %</u>
Miscellaneous					
1260 - Refunds	—	—	—	—	— %
Miscellaneous	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Total Revenue	<u>568,702</u>	<u>576,976</u>	<u>623,257</u>	<u>622,222</u>	<u>7.8 %</u>
Expenditures					
Salaries & Benefits					
2002 - Full-Time Positions	299,092	350,082	333,177	367,112	4.9 %
2005 - Overtime	11,744	18,000	12,784	—	(100.0)%
2063 - PERA	43,409	52,950	49,756	55,526	4.9 %
2064 - FICA	22,872	28,426	25,277	28,084	(1.2)%
2065 - Health Insurance	97,823	125,182	120,124	147,475	17.8 %
2200 - Retiree Health Care	8,185	9,977	9,376	10,463	4.9 %
2208 - Vacation	1,279	3,500	—	—	(100.0)%
Total Salaries & Benefits	<u>484,403</u>	<u>588,117</u>	<u>550,493</u>	<u>608,659</u>	<u>3.5 %</u>
Operating Costs					
2641 - Enforcement - Contract Service	—	—	—	15,000	— %
2666 - Repay of Prior Yr Balance LDWI	—	75,320	75,318	73,000	(3.1)%
Total Operating Costs	<u>—</u>	<u>75,320</u>	<u>75,318</u>	<u>88,000</u>	<u>16.8 %</u>
Total Expenditures	<u>484,403</u>	<u>663,437</u>	<u>625,811</u>	<u>696,659</u>	<u>5.0 %</u>
Net Change from Operations	<u>84,299</u>	<u>(86,461)</u>	<u>(2,554)</u>	<u>(74,437)</u>	<u>(13.9)%</u>
Net Change in Fund Balance	<u>84,299</u>	<u>(86,461)</u>	<u>(2,554)</u>	<u>(74,437)</u>	<u>(13.9)%</u>
Cash Fund Balance Beginning of Year	<u>97,818</u>	<u>182,117</u>	<u>182,117</u>	<u>179,564</u>	<u>(1.4)%</u>
Cash Transfer from the General Fund	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Cash Fund Balance End of Year	<u>\$ 182,117</u>	<u>\$ 95,656</u>	<u>\$ 179,564</u>	<u>\$ 105,127</u>	<u>9.9 %</u>

412-43 LDWI - Distribution

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
412-43 LDWI Distribution							
Full-Time Positions							
Compliance Officer	1.00	\$ 43,156	\$ 3,301	\$ 6,527	\$ 24,342	\$ 1,230	\$ 78,557
Court Compliance	2.00	88,999	6,808	13,461	48,684	2,536	160,489
Compliance Supervisor	1.00	56,217	4,301	8,503	18,416	1,602	89,039
Administrative Coordinator	2.00	73,667	5,636	11,142	23,382	2,100	115,926
Office Manager	1.00	54,600	4,177	8,258	24,342	1,556	92,933
Training Coordinator	1.00	50,472	3,861	7,634	8,309	1,438	71,715
Full-Time Positions Total	8.00	367,112	28,084	55,526	147,475	10,463	608,659
Overtime		—	—	—	—	—	—
LDWI Distribution Total	<u>8.00</u>	<u>\$ 367,112</u>	<u>\$ 28,084</u>	<u>\$ 55,526</u>	<u>\$ 147,475</u>	<u>\$ 10,463</u>	<u>\$ 608,659</u>

DWI Program Local Revenue

A graphic for 'Topsy Taxi' featuring a yellow taxi sign with 'TAXI' in black letters on a black background with blurred city lights. The text 'Topsy Taxi' is in large white letters, and 'Lea County's Designated Driver Service' is in smaller white letters below it. At the bottom, it says 'Friday and Saturday Nights 6:30pm - 2:30am November 25 - December 31' and includes the Lea County logo and phone number '(575)391-2882'.

Topsy Taxi
Lea County's Designated Driver Service

TAXI

Friday and Saturday Nights 6:30pm - 2:30am November 25 - December 31

Lea
COUNTY
new mexico

(575)391-2882

435-56 DWI Program Local Revenue

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Charges for Services					
1233 - Restitution Fees	\$ —	\$ —	\$ 56	\$ —	— %
1240 - Treatment Fees	300	340	698	—	(100.0)%
1426 - Drug Tests	4,203	5,000	688	1,000	(80.0)%
1429 - Ankle Monitoring	5,298	9,000	2,783	2,000	(77.8)%
1438 - Treatment ADT	—	800	8	—	(100.0)%
Charges for Services Total	<u>9,801</u>	<u>15,140</u>	<u>4,233</u>	<u>3,000</u>	<u>(80.2)%</u>
Miscellaneous					
1260 - Refunds	125	—	—	—	— %
1416 - DWI-Alcohol Screen Fees	14,415	20,000	11,856	15,000	(25.0)%
1418 - Donations-DWI	3,400	4,000	2,848	2,000	(50.0)%
1425 - Probation Fees	86,070	80,000	72,032	65,000	(18.8)%
1430 - Collections	—	290	—	—	(100.0)%
1439 - Educational Services	20	100	—	—	(100.0)%
1440 - Credit Card Charges	2,249	2,000	—	—	(100.0)%
Miscellaneous	<u>106,279</u>	<u>106,390</u>	<u>86,736</u>	<u>82,000</u>	<u>(22.9)%</u>
Total Revenue	<u>116,080</u>	<u>121,530</u>	<u>90,969</u>	<u>85,000</u>	<u>(30.1)%</u>
Expenditures					
Salaries & Benefits					
2002 - Full-Time Positions	3,238	—	(16)	60,549	— %
2005 - Overtime	5,000	11,200	1,452	28,000	150.0 %
2063 - PERA	940	—	—	7,198	— %
2064 - FICA	888	972	179	7,042	624.5 %
2065 - Health Insurance	2,345	—	—	24,342	— %
2200 - Retiree Health Care	178	—	—	1,356	— %
2208 - Vacation	1,500	1,500	882	3,500	133.3 %
2209 - Straight Time - OT	36	—	—	—	— %
Total Salaries & Benefits	<u>14,125</u>	<u>13,672</u>	<u>2,498</u>	<u>131,987</u>	<u>865.4 %</u>
Operating Costs					
2010 - Travel/Per Diem	5,004	8,000	16	2,000	(75.0)%
2604 - Supplies	2,740	40,000	31,303	5,000	(87.5)%
2605 - Operating Costs	11,077	56,000	43,413	5,000	(91.1)%
2608 - Safe Ride	—	6,000	2,655	6,000	— %
2609 - Alcohol Free Events	—	5,000	4,222	5,000	— %
2628 - Supervision - Screening	1,305	10,000	8,279	10,000	— %
2895 - Refunds	950	3,000	372	2,500	(16.7)%
Total Operating Costs	<u>21,076</u>	<u>128,000</u>	<u>90,260</u>	<u>35,500</u>	<u>(72.3)%</u>
Total Expenditures	<u>35,201</u>	<u>141,672</u>	<u>92,758</u>	<u>167,487</u>	<u>18.2 %</u>
Net Change from Operations	<u>80,878</u>	<u>(20,142)</u>	<u>(1,789)</u>	<u>(82,487)</u>	<u>309.5 %</u>
Capital Outlays (See Detail)	<u>9,738</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Net Change in Fund Balance	<u>71,140</u>	<u>(20,142)</u>	<u>(1,789)</u>	<u>(82,487)</u>	<u>309.5 %</u>

435-56 DWI Program Local Revenue

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Cash Fund Balance Beginning of Year	52,328	123,468	123,468	121,679	(1.4)%
Cash Transfer from the General Fund	—	—	—	—	— %
Cash Fund Balance End of Year	<u>\$ 123,468</u>	<u>\$ 103,326</u>	<u>\$ 121,679</u>	<u>\$ 39,192</u>	<u>(62.1)%</u>

435-56 DWI Program Local Revenue

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
435-56 DWI Program							
Full-Time Positions							
Administrative Coordinator	<u>1.00</u>	<u>\$ 47,589</u>	<u>\$ 3,641</u>	<u>\$ 7,198</u>	<u>\$ 24,342</u>	<u>\$ 1,356</u>	<u>\$ 84,126</u>
Full-Time Positions Total	<u>1.00</u>	<u>47,589</u>	<u>3,641</u>	<u>7,198</u>	<u>24,342</u>	<u>1,356</u>	<u>84,126</u>
Longevity Pay		12,960	991	—	—	—	13,951
Overtime		28,000	2,142	—	—	—	30,142
Vacation		<u>3,500</u>	<u>268</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>3,768</u>
DWI Program Total	<u>1.00</u>	<u>\$ 92,049</u>	<u>\$ 7,042</u>	<u>\$ 7,198</u>	<u>\$ 24,342</u>	<u>\$ 1,356</u>	<u>\$ 131,987</u>

435-56 DWI Program Local Revenue

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Capital Outlays					
4324 - Copier	\$ 9,738	\$ —	\$ —	\$ —	— %
Total Capital Outlays	<u>\$ 9,738</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>— %</u>

LDWI Grant



436-65 LDWI Grant

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Intergovernmental					
1274 - DWI ST Grant Current Year	\$ 215,310	\$ 348,752	\$ 186,530	\$ 220,000	(36.9)%
Intergovernmental Total	<u>215,310</u>	<u>348,752</u>	<u>186,530</u>	<u>220,000</u>	<u>(36.9)%</u>
Total Revenue	<u>215,310</u>	<u>348,752</u>	<u>186,530</u>	<u>220,000</u>	<u>(36.9)%</u>
Expenditures					
Salaries & Benefits					
2002 - Full-Time Positions	136,529	192,000	187,959	129,533	(32.5)%
2005 - Overtime	3,910	8,000	7,659	—	(100.0)%
2063 - PERA	17,621	20,449	20,449	19,592	(4.2)%
2064 - FICA	10,434	16,350	16,320	9,909	(39.4)%
2065 - Health Insurance	30,860	62,192	62,162	46,769	(24.8)%
2200 - Retiree Health Care	3,320	6,326	6,286	3,692	(41.6)%
Total Salaries & Benefits	<u>202,675</u>	<u>305,317</u>	<u>300,835</u>	<u>209,496</u>	<u>(31.4)%</u>
Operating Costs					
2604 - Supplies	—	20,000	16,057	10,000	(50.0)%
Total Operating Costs	<u>—</u>	<u>20,000</u>	<u>16,057</u>	<u>10,000</u>	<u>(50.0)%</u>
Total Expenditures	<u>202,675</u>	<u>325,317</u>	<u>316,892</u>	<u>219,496</u>	<u>(32.5)%</u>
Net Change from Operations	<u>12,636</u>	<u>23,435</u>	<u>(130,362)</u>	<u>504</u>	<u>(97.8)%</u>
Capital Outlays (See Detail)	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Net Change in Fund Balance	<u>12,636</u>	<u>23,435</u>	<u>(130,362)</u>	<u>504</u>	<u>(97.8)%</u>
Cash Fund Balance Beginning of Year	18,535	31,170	31,170	100,808	223.4 %
Cash Transfer from the General Fund	<u>—</u>	<u>—</u>	<u>200,000</u>	<u>—</u>	<u>— %</u>
Cash Fund Balance End of Year	<u>\$ 31,170</u>	<u>\$ 54,605</u>	<u>\$ 100,808</u>	<u>\$ 101,312</u>	<u>85.5 %</u>

436-65 LDWI Grant

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
436-65 LDWI Grant							
Full-Time Positions							
Counselor	1.58	\$ 85,853	\$ 6,568	\$ 12,985	\$ 22,427	\$ 2,447	\$ 130,281
Case Coordinator	1.00	43,680	3,342	6,607	24,342	1,245	79,215
Full-Time Positions Total	<u>2.58</u>	<u>129,533</u>	<u>9,909</u>	<u>19,592</u>	<u>46,769</u>	<u>3,692</u>	<u>209,496</u>
Overtime		—	—	—	—	—	—
LDWI Grant Total	<u>2.58</u>	<u>\$ 129,533</u>	<u>\$ 9,909</u>	<u>\$ 19,592</u>	<u>\$ 46,769</u>	<u>\$ 3,692</u>	<u>\$ 209,496</u>

CDWI Program



437-66 CDWI Grant

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Intergovernmental					
1184 - DWI ST Grant Prior Year	\$ —	\$ —	\$ —	\$ —	— %
1274 - DWI ST Grant Current Year	—	7,996	8,895	7,996	— %
Intergovernmental Total	—	7,996	8,895	7,996	— %
Charges for Services					
1425 - Probation Fees	—	—	—	—	— %
Charges for Services Total	—	—	—	—	— %
Total Revenue	—	7,996	8,895	7,996	— %
Expenditures					
Operating Costs					
2601 - Contract Service	9,195	7,996	7,996	7,996	— %
Total Operating Costs	9,195	7,996	7,996	7,996	— %
Total Expenditures	9,195	7,996	7,996	7,996	— %
Net Change from Operations	(9,195)	—	899	—	— %
Capital Outlays (See Detail)	—	—	—	—	— %
Net Change in Fund Balance	(9,195)	—	899	—	— %
Cash Fund Balance Beginning of Year	44,314	35,119	35,119	36,018	2.6 %
Cash Transfer from the General Fund	—	—	—	—	— %
Cash Fund Balance End of Year	<u>\$ 35,119</u>	<u>\$ 35,119</u>	<u>\$ 36,018</u>	<u>\$ 36,018</u>	<u>2.6 %</u>

Lea County Detention Center



Lea County Corrections Fee Fund



415-45 Correction Fees

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Intergovernmental					
1593 - Collections	\$ 130,413	\$ —	\$ —	\$ —	— %
Intergovernmental Total	130,413	—	—	—	— %
Total Revenue	130,413	—	—	—	— %
Expenditures					
Operating Costs					
2012 - Maintenance	31,965	—	—	—	— %
2702 - Maintenance - Detention	108,805	—	—	—	— %
Total Operating Costs	140,769	—	—	—	— %
Total Expenditures	140,769	—	—	—	— %
Net Change from Operations	(10,356)	—	—	—	— %
Capital Outlays (See Detail)	—	—	—	—	— %
Net Change in Fund Balance	(10,356)	—	—	—	— %
Cash Fund Balance Beginning of Year	808,067	797,711	797,711	—	(100.0)%
Cash Transfer from the General Fund	—	(797,711)	(797,711)	—	(100.0)%
Cash Fund Balance End of Year	<u>\$ 797,711</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>— %</u>

415 - Correction Fees - The revenue associated with the Correction Fees Fund is an allocation from the state that is restricted to expenditures to maintain the County Detention Center. Beginning in FY 21, the County elected to record the revenues in the Detention Center Fund - 418 in order to better utilize the revenue.

Lea County Detention Center



418-23 Detention Center

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Care of Prisoners					
1217 - Detention Commissary	\$ 50,330	\$ 40,212	\$ 59,322	\$ 40,212	— %
1260 - Refunds	619	500	183	500	— %
1310 - Care Municipal Prisoners	18,111	30,000	4,452	30,000	— %
1320 - Care Of Federal Prisoners	1,123,063	1,500,000	608,692	1,500,000	— %
1325 - Care State Prisoners	58,350	70,000	61,876	70,000	— %
1326 - Prisoner-Social Security	3,800	5,000	800	5,000	— %
1330 - Care Of Other Co Prisoner	23,779	20,000	263,685	20,000	— %
1331 - Juvenile-Care/Other Co Pris	41,875	30,000	227,125	30,000	— %
1380 - Forfeited Inmate Funds	4,548	3,000	2,593	3,000	— %
1590 - Transportation Of Fed Pris	95,393	85,000	262,694	85,000	— %
Care of Prisoners Total	1,419,867	1,783,712	1,491,422	1,783,712	— %
Intergovernmental					
1218 - Fed SCAAP Grant	—	—	—	—	— %
1396 - NM Legislative Grant	100,000	—	—	1,000,000	— %
1593 - Collections	—	150,000	163,038	150,000	— %
Intergovernmental Total	100,000	150,000	163,038	1,150,000	666.7 %
Total Revenue	1,519,867	1,933,712	1,654,460	2,933,712	51.7 %
Expenditures					
Salaries & Benefits					
2002 - Full-Time Positions	4,130,484	4,033,522	3,777,139	4,378,039	8.5 %
2005 - Overtime	949,652	979,000	967,693	950,000	(3.0)%
2063 - PERA	592,266	601,823	551,959	628,401	4.4 %
2064 - FICA	382,443	388,055	356,914	412,185	6.2 %
2065 - Health Insurance	1,174,156	1,232,520	1,137,970	1,415,286	14.8 %
2068 - Life Ins - Det Officer	1,549	1,700	1,452	1,700	— %
2109 - SEC 125 Flex Spending	—	1,020	—	1,020	— %
2200 - Retiree Health Care	111,655	113,401	104,069	118,409	4.4 %
2208 - Vacation	10,526	60,000	7,493	60,000	— %
Total Salaries & Benefits	7,352,732	7,411,041	6,904,688	7,965,041	7.5 %
Operating Costs					
2006 - Postage	1,836	2,500	1,897	3,000	20.0 %
2007 - Communications	14,356	18,000	17,703	18,000	— %
2008 - Printing & Publishing	3,652	4,000	3,284	4,000	— %
2009 - Office Supplies	15,176	16,500	11,256	17,000	3.0 %
2010 - Travel/Per Diem	4,113	6,072	1,121	6,072	— %
2011 - Vehicle - Gas & Oil	15,280	20,000	9,182	25,000	25.0 %
2012 - Maintenance	—	150,000	150,000	200,000	33.3 %
2013 - Rental Of Equipment	1,430	1,700	1,430	1,700	— %
2016 - Education/Registration/Dues	11,006	10,500	2,005	10,500	— %
2018 - Nor-Lea Prisoner Care Contract	978,075	300,000	203,676	1,300,000	333.3 %
2019 - Contract Service - Housing	840	5,000	1,645	5,000	— %

418-23 Detention Center

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
2020 - Supplies	77,066	95,000	71,732	100,000	5.3 %
2025 - Utilities	165,377	220,000	193,168	220,000	— %
2036 - Operational Expense	—	100,000	18,120	—	(100.0)%
2046 - Janitors Supplies	46,620	50,000	33,562	60,000	20.0 %
2049 - Contracted Services - Meals	584,406	623,910	496,047	635,910	1.9 %
2079 - Contractual Service - Maintenance	91,774	111,200	110,764	107,200	(3.6)%
2111 - Vehicle - Maintenance	7,219	10,000	3,700	15,000	50.0 %
2130 - Computers And Peripherals	24,985	52,000	32,497	93,000	78.8 %
2131 - Uniforms	26,659	19,000	17,861	23,000	21.1 %
2136 - Inmate Work Detail	2,420	2,500	912	2,500	— %
2139 - Inmate Programs	9,990	12,000	9,925	15,000	25.0 %
Total Operating Costs	<u>2,082,280</u>	<u>1,829,882</u>	<u>1,391,488</u>	<u>2,861,882</u>	<u>56.4 %</u>
Total Expenditures	<u>9,435,012</u>	<u>9,240,923</u>	<u>8,296,175</u>	<u>10,826,923</u>	<u>17.2 %</u>
Net Change from Operations	<u>(7,915,145)</u>	<u>(7,307,211)</u>	<u>(6,641,716)</u>	<u>(7,893,211)</u>	<u>8.0 %</u>
Capital Outlays (See Detail)	<u>665,479</u>	<u>6,275,000</u>	<u>378,312</u>	<u>7,362,000</u>	<u>17.3 %</u>
Net Change in Fund Balance	<u>(8,580,624)</u>	<u>(13,582,211)</u>	<u>(7,020,027)</u>	<u>(15,255,211)</u>	<u>12.3 %</u>
Cash Fund Balance Beginning of Year	835,428	504,804	504,804	1,184,777	134.7 %
Cash Transfer from the General Fund	<u>8,250,000</u>	<u>13,200,000</u>	<u>7,700,000</u>	<u>14,500,000</u>	<u>9.8 %</u>
Cash Fund Balance End of Year	<u>\$ 504,804</u>	<u>\$ 122,593</u>	<u>\$ 1,184,777</u>	<u>\$ 429,566</u>	<u>250.4 %</u>

418-23 Detention Center

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
418-23 Detention Center							
Full-Time Positions							
Warden	1.00	\$ 114,924	\$ 8,792	\$ 17,382	\$ 24,342	\$ 3,275	\$ 168,715
Chief of Security	1.00	91,928	7,032	13,904	24,342	2,620	139,826
Lieutenant	4.00	264,016	20,197	39,932	57,988	7,524	389,658
Business Manager	1.00	—	—	—	—	—	—
Sergeant	3.00	187,129	14,315	28,303	37,774	5,333	272,855
Fin Officer	1.00	67,060	5,130	10,143	8,309	1,911	92,553
Detention Officer	71.00	3,032,391	231,978	458,649	1,120,625	86,423	4,930,066
Records Officer	3.00	164,838	12,610	24,932	63,757	4,698	270,834
Transport	1.00	63,279	4,841	9,571	24,342	1,803	103,836
Maintenance Technician	1.00	50,418	3,857	7,626	24,342	1,437	87,679
Administrative Officer	1.00	66,663	5,100	10,083	8,309	1,900	92,055
Class Officer	1.00	52,075	3,984	7,876	21,156	1,484	86,575
Full-Time Positions Total	89.00	4,154,719	317,836	628,401	1,415,286	118,409	6,634,652
Life Ins-Law/Det Officer		—	—	—	1,700	—	1,700
Longevity Pay		223,320	17,084	—	—	—	240,404
Overtime		950,000	72,675	—	—	—	1,022,675
SEC 125 Flex Spending		1,020	—	—	—	—	1,020
Vacation		60,000	4,590	—	—	—	64,590
Detention Center Total	<u>89.00</u>	<u>\$ 5,389,059</u>	<u>\$ 412,185</u>	<u>\$ 628,401</u>	<u>\$ 1,416,986</u>	<u>\$ 118,409</u>	<u>\$ 7,965,041</u>

418-23 Detention Center

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Capital Outlays					
4238 - Kitchen Equipment	\$ 38,477	\$ 8,000	\$ 7,050	\$ 50,000	525.0 %
4324 - Copier	—	25,000	21,509	10,000	(60.0)%
4362 - Camera (s)	—	20,000	8,871	20,000	— %
4382 - Vehicle	59,014	60,000	57,226	100,000	66.7 %
4440 - Equipment	15,962	557,000	20,734	567,000	1.8 %
4605 - Radio Equipment and Upgrades	20,507	5,000	—	15,000	200.0 %
4749 - Detention - Washers	47,987	—	—	—	— %
4757 - Detention Center Upgrades	483,533	5,600,000	262,922	6,600,000	17.9 %
Total Capital Outlays	<u>\$ 665,479</u>	<u>\$ 6,275,000</u>	<u>\$ 378,312</u>	<u>\$ 7,362,000</u>	<u>17.3 %</u>

Lea County Emergency Management And Environmental Services



Environmental Gross Receipt Tax



411-27 Environmental GRT

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Miscellaneous					
1381 - Miscellaneous	\$ 37,467	\$ —	\$ —	\$ —	— %
1062 - Administrative Fee	115,773	—	—	—	— %
Miscellaneous Total	<u>153,240</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Other Taxes					
1800 - Gross Receipts Tax	5,126,275	—	—	—	— %
Other Taxes Total	<u>5,126,275</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Total Revenue	<u>5,279,515</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Expenditures					
Salaries & Benefits					
2002 - Full-Time Positions	349,124	—	—	—	— %
2005 - Overtime	20,834	—	—	—	— %
2063 - PERA	49,349	—	—	—	— %
2064 - FICA	28,713	—	—	—	— %
2065 - Health Insurance	117,670	—	—	—	— %
2200 - Retiree Health Care	8,703	—	—	—	— %
2208 - Vacation	2,490	—	—	—	— %
Total Salaries & Benefits	<u>576,882</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Operating Costs					
2007 - Communications	10,060	—	—	—	— %
2008 - Printing & Publishing	3,274	—	—	—	— %
2009 - Office Supplies	3,639	—	—	—	— %
2010 - Travel/Per Diem	1,378	—	—	—	— %
2011 - Vehicle - Gas & Oil	41,110	—	—	—	— %
2012 - Maintenance	96,474	—	—	—	— %
2013 - Rental Of Equipment	4,780	—	—	—	— %
2088 - Animal Control	6,065	—	—	—	— %
2016 - Education/Registration/Dues	3,062	—	—	—	— %
2025 - Utilities	4,642	—	—	—	— %
2111 - Vehicle - Maintenance	12,214	—	—	—	— %
2113 - Supplies - Vector Control	1,785	—	—	—	— %
2130 - Computers And Peripherals	9,607	—	—	—	— %
2137 - Disposal Fee	—	—	—	—	— %
2160 - Environmental Clean-Up	20,766	—	—	—	— %
2131 - Uniforms	5,623	—	—	—	— %
2151 - Contract Hauling	447,544	—	—	—	— %
2152 - Contract Labor/Professional Service	490,704	—	—	—	— %
2153 - Disposal	467,739	—	—	—	— %
2207 - State Administrative Fee	155,795	—	—	—	— %
Total Operating Costs	<u>1,786,261</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Total Expenditures	<u>2,363,144</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Net Change from Operations	<u>2,916,371</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>

411-27 Environmental GRT

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Capital Outlays (See Detail)	780,295	—	—	—	— %
Net Change in Fund Balance	2,136,077	—	—	—	— %
Cash Fund Balance Beginning of Year	5,679,848	7,815,924	7,815,924	—	(100.0)%
Cash Transfer from the General Fund	—	(7,815,924)	(7,815,924)	—	(100.0)%
Cash Fund Balance End of Year	<u>\$ 7,815,924</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>— %</u>

411 - Environmental Gross Receipts Tax - Legislation enacted in 2020 by the New Mexico Legislature converted the Environmental Gross Receipts Tax to a County Local Option Tax and removed the restrictions. Lea County elected to transfer the fund balance to the General Fund and budget expenditures for Environmental Services in Department 26 of the General Fund. The associated Gross Receipt Tax revenue has been designated as General Fund revenue.

411-27 Environmental GRT

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Capital Outlays					
4315 - Pickup (s)	\$ 154,966	\$ —	\$ —	\$ —	— %
4367 - Equipment	111,641	—	—	—	— %
4641 - Computer Equipment	24,600	—	—	—	— %
4647 - Airport Improvements	380,000	—	—	—	— %
4778 - Building Improvements	75,525	—	—	—	— %
4589 - North Hobbs Convenience Center	33,563	—	—	—	— %
Total Capital Outlays	<u>\$ 780,295</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>— %</u>

Tire Recycling Grant



426-26 Tire Recycling

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Intergovernmental					
1782 - State Grant-Tire Recycling	\$ —	\$ —	\$ —	\$ —	— %
Intergovernmental Total	—	—	—	—	— %
Miscellaneous					
1381 - Miscellaneous	—	—	—	—	— %
Miscellaneous	—	—	—	—	— %
Total Revenue	—	—	—	—	— %
Operating Costs					
2605 - Operating Costs	—	—	—	—	— %
Total Operating Costs	—	—	—	—	— %
Total Expenditures	—	—	—	—	— %
Net Change from Operations	—	—	—	—	— %
Capital Outlays (See Detail)	—	—	—	—	— %
Net Change in Fund Balance	—	—	—	—	— %
Cash Fund Balance Beginning of Year	1,800	1,800	1,800	—	(100.0)%
Cash Transfer from the General Fund	—	(1,800)	(1,800)	—	(100.0)%
Cash Fund Balance End of Year	<u>\$ 1,800</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>— %</u>

426 - Tire Recycling - \$1800 cash balance was transferred to the General Fund.

Lea County Emergency Management Services



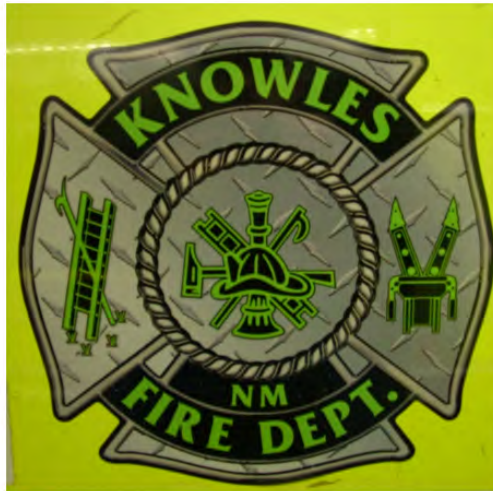
Maljamar Volunteer Fire Department



407-14 Maljamar Fire Department

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Intergovernmental					
1490 - State Grant	\$ —	\$ —	\$ —	\$ —	— %
1560 - State Fire Allotment	96,545	75,062	83,920	75,062	— %
Intergovernmental Total	<u>96,545</u>	<u>75,062</u>	<u>83,920</u>	<u>75,062</u>	<u>— %</u>
Miscellaneous					
1381 - Miscellaneous	—	—	—	—	— %
Miscellaneous	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Total Revenue	<u>96,545</u>	<u>75,062</u>	<u>83,920</u>	<u>75,062</u>	<u>— %</u>
Expenditures					
Operating Costs					
2007 - Communications	1,584	3,000	1,557	3,000	— %
2009 - Office Supplies	—	500	—	500	— %
2010 - Travel/Per Diem	—	1,500	—	1,500	— %
2013 - Rental Of Equipment	1,602	1,700	1,602	1,700	— %
2016 - Education/Registration/Dues	—	1,000	—	1,000	— %
2023 - Maintenance - Building	—	2,000	—	2,000	— %
2025 - Utilities	2,836	6,500	2,504	6,500	— %
2076 - Equipment Operating	28,243	64,004	20,827	64,004	— %
2505 - Meal Expense	—	250	—	250	— %
Total Operating Costs	<u>34,266</u>	<u>80,454</u>	<u>26,491</u>	<u>80,454</u>	<u>— %</u>
Total Expenditures	<u>34,266</u>	<u>80,454</u>	<u>26,491</u>	<u>80,454</u>	<u>— %</u>
Net Change from Operations	<u>62,279</u>	<u>(5,392)</u>	<u>57,429</u>	<u>(5,392)</u>	<u>— %</u>
Capital Outlays (See Detail)	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Net Change in Fund Balance	62,279	(5,392)	57,429	(5,392)	(7.8)%
Cash Fund Balance Beginning of Year	129,224	191,503	191,503	248,932	30.0 %
Cash Transfer from the General Fund	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Cash Fund Balance End of Year	<u>\$ 191,503</u>	<u>\$ 186,111</u>	<u>\$ 248,932</u>	<u>\$ 243,540</u>	<u>30.9 %</u>

Knowles Volunteer Fire Department



408-15 Knowles Fire Department

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Intergovernmental					
1560 - State Fire Allotment	\$ 101,909	\$ 79,232	\$ 88,582	\$ 79,232	— %
Intergovernmental Total	<u>101,909</u>	<u>79,232</u>	<u>88,582</u>	<u>79,232</u>	<u>— %</u>
Miscellaneous					
1381 - Miscellaneous	—	—	—	—	— %
Miscellaneous	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Total Revenue	<u>101,909</u>	<u>79,232</u>	<u>88,582</u>	<u>79,232</u>	<u>— %</u>
Expenditures					
Operating Costs					
2007 - Communications	1,892	3,000	1,849	3,000	— %
2009 - Office Supplies	—	600	229	600	— %
2010 - Travel/Per Diem	—	1,500	—	1,500	— %
2013 - Rental Of Equipment	961	1,000	—	1,000	— %
2016 - Education/Registration/Dues	(1,725)	1,000	—	1,000	— %
2023 - Maintenance - Building	—	1,500	—	1,500	— %
2025 - Utilities	6,542	7,500	6,257	7,500	— %
2076 - Equipment Operating	46,403	68,574	27,630	68,574	— %
2505 - Meal Expense	—	250	—	250	— %
Total Operating Costs	<u>54,073</u>	<u>84,924</u>	<u>35,966</u>	<u>84,924</u>	<u>— %</u>
Total Expenditures	<u>54,073</u>	<u>84,924</u>	<u>35,966</u>	<u>84,924</u>	<u>— %</u>
Net Change from Operations	<u>47,836</u>	<u>(5,692)</u>	<u>52,616</u>	<u>(5,692)</u>	<u>— %</u>
Capital Outlays (See Detail)	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Net Change in Fund Balance	<u>47,836</u>	<u>(5,692)</u>	<u>52,616</u>	<u>(5,692)</u>	<u>— %</u>
Cash Fund Balance Beginning of Year	<u>65,213</u>	<u>113,049</u>	<u>113,049</u>	<u>165,665</u>	<u>46.5 %</u>
Cash Transfer from the General Fund	<u>—</u>	<u>5,700</u>	<u>—</u>	<u>—</u>	<u>(100.0)%</u>
Cash Fund Balance End of Year	<u>\$ 113,049</u>	<u>\$ 113,057</u>	<u>\$ 165,665</u>	<u>\$ 159,973</u>	<u>41.5 %</u>

Lea Regional Airport Fire Department Aircraft Rescue and Firefighting



409-16 Lea Regional Airport Fire Department

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Miscellaneous					
1260 - Refunds	\$ —	\$ —	\$ —	\$ —	— %
Miscellaneous Total	—	—	—	—	— %
Total Revenue	—	—	—	—	— %
Expenditures					
Salaries & Benefits					
2002 - Full-Time Positions	37,317	48,547	35,780	72,005	48.3 %
2003 - Part Time Positions	81,994	124,800	30,107	124,800	— %
2005 - Overtime	2,465	2,500	926	2,500	— %
2063 - PERA	5,367	7,403	5,371	10,600	43.2 %
2064 - FICA	2,998	13,559	2,765	15,323	13.0 %
2065 - Health Insurance	22,419	33,326	22,507	48,684	46.1 %
2200 - Retiree Health Care	1,012	1,395	1,012	1,997	43.2 %
2208 - Vacation	—	1,000	—	1,000	— %
Total Salaries & Benefits	153,571	232,530	98,468	276,910	19.1 %
Operating Costs					
2007 - Communications	—	6,000	—	6,000	— %
2009 - Office Supplies	317	1,000	657	1,000	— %
2010 - Travel/Per Diem	1,105	3,500	719	3,500	— %
2016 - Education/Registration/Dues	4,796	5,000	4,841	5,000	— %
2023 - Maintenance - Building	1,158	3,000	779	3,000	— %
2025 - Utilities	6,184	8,000	4,674	8,000	— %
2076 - Equipment Operating	30,645	53,000	31,898	53,000	— %
2505 - Meal Expense	—	500	63	500	— %
Total Operating Costs	44,205	80,000	43,630	80,000	— %
Total Expenditures	197,776	312,530	142,098	356,910	14.2 %
Net Change from Operations	(197,776)	(312,530)	(142,098)	(356,910)	14.2 %
Capital Outlays (See Detail)	—	—	—	—	— %
Net Change in Fund Balance	(197,776)	(312,530)	(142,098)	(356,910)	14.2 %
Cash Fund Balance Beginning of Year	17,222	19,446	19,446	47,348	143.5 %
Cash Transfer from the General Fund	200,000	300,000	170,000	375,000	25.0 %
Cash Fund Balance End of Year	<u>\$ 19,446</u>	<u>\$ 6,916</u>	<u>\$ 47,348</u>	<u>\$ 65,439</u>	<u>846.1 %</u>

409-16 Lea Regional Airport Fire Department

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
409-16 Airport Fire Dept							
Full-Time Positions							
Firefighter	<u>2.00</u>	<u>\$ 70,085</u>	<u>\$ 5,361</u>	<u>\$ 10,600</u>	<u>\$ 48,684</u>	<u>\$ 1,997</u>	<u>\$ 136,728</u>
Full-Time Positions Total	<u>2.00</u>	<u>70,085</u>	<u>5,361</u>	<u>10,600</u>	<u>48,684</u>	<u>1,997</u>	<u>136,728</u>
Longevity Pay		1,920	147	—	—	—	2,067
Overtime		2,500	191	—	—	—	2,691
Part-Time Positions		124,800	9,547	—	—	—	134,347
SEC 125 Flex Spending		—	—	—	—	—	—
Vacation		1,000	77	—	—	—	1,077
Emergency Management Total	<u>2.00</u>	<u>\$ 200,305</u>	<u>\$ 15,323</u>	<u>\$ 10,600</u>	<u>\$ 48,684</u>	<u>\$ 1,997</u>	<u>\$ 276,910</u>

Monument Volunteer Fire Department



410-17 Monument Fire Department

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Intergovernmental					
1560 - State Fire Allotment	\$ 107,272	\$ 83,401	\$ 93,244	\$ 83,401	— %
Intergovernmental Total	<u>107,272</u>	<u>83,401</u>	<u>93,244</u>	<u>83,401</u>	<u>— %</u>
Miscellaneous					
1381 - Miscellaneous	—	—	—	—	— %
Miscellaneous Total	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Total Revenue	<u>107,272</u>	<u>83,401</u>	<u>93,244</u>	<u>83,401</u>	<u>— %</u>
Expenditures					
Operating Costs					
2007 - Communications	2,152	3,000	2,259	3,000	— %
2009 - Office Supplies	—	600	107	600	— %
2010 - Travel/Per Diem	—	1,500	—	1,500	— %
2013 - Rental Of Equipment	—	500	173	500	— %
2016 - Education/Registration/Dues	—	1,000	—	1,000	— %
2023 - Maintenance - Building	—	2,000	—	2,000	— %
2025 - Utilities	3,499	6,500	3,833	6,500	— %
2076 - Equipment Operating	31,842	74,043	48,767	124,043	67.5 %
2505 - Meal Expense	—	250	—	250	— %
Total Operating Costs	<u>37,493</u>	<u>89,393</u>	<u>55,139</u>	<u>139,393</u>	<u>55.9 %</u>
Total Expenditures	<u>37,493</u>	<u>89,393</u>	<u>55,139</u>	<u>139,393</u>	<u>47.1 %</u>
Net Change from Operations	<u>69,778</u>	<u>(5,992)</u>	<u>38,105</u>	<u>(55,992)</u>	<u>(45.4)%</u>
Capital Outlays (See Detail)	<u>99,016</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Net Change in Fund Balance	<u>(29,238)</u>	<u>(5,992)</u>	<u>38,105</u>	<u>(55,992)</u>	<u>(230.3)%</u>
Cash Fund Balance Beginning of Year	<u>132,100</u>	<u>102,863</u>	<u>102,863</u>	<u>140,968</u>	<u>37.0 %</u>
Cash Transfer from the General Fund	<u>—</u>	<u>30,000</u>	<u>—</u>	<u>—</u>	<u>(100.0)%</u>
Cash Fund Balance End of Year	<u>\$ 102,863</u>	<u>\$ 126,871</u>	<u>\$ 140,968</u>	<u>\$ 84,976</u>	<u>(33.0)%</u>

410-17 Monument Fire Department

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Capital Outlays					
4638 - Fire Apparatus	\$ 99,016	\$ —	\$ —	\$ —	— %
Total Capital Outlays	<u>\$ 99,016</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>— %</u>

Knowles EMS



604-47 Knowles EMS

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Intergovernmental					
1630 - Emergency Medical SRV	\$ 5,166	\$ 5,000	\$ 5,006	\$ 5,000	— %
Intergovernmental Total	5,166	5,000	5,006	5,000	— %
Total Revenue	5,166	5,000	5,006	5,000	— %
Expenditures					
Operating Costs					
2044 - Supplies	1,725	5,000	2,524	5,000	— %
Total Operating Costs	1,725	5,000	2,524	5,000	— %
Total Expenditures	1,725	5,000	2,524	5,000	— %
Net Change from Operations	3,441	—	2,482	—	— %
Capital Outlays (See Detail)	—	—	—	—	— %
Net Change in Fund Balance	3,441	—	2,482	—	— %
Cash Fund Balance Beginning of Year	18,820	22,261	22,261	24,743	11.1 %
Cash Transfer from the General Fund	—	—	—	—	— %
Cash Fund Balance End of Year	<u>\$ 22,261</u>	<u>\$ 22,261</u>	<u>\$ 24,743</u>	<u>\$ 24,743</u>	<u>11.1 %</u>

Maljamar EMS



613-48 Maljamar EMS

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Expenditures					
Operating Costs					
2044 - Supplies	\$ —	\$ 6,993	\$ —	\$ 6,993	— %
Total Operating Costs	—	6,993	—	6,993	— %
Total Expenditures	—	6,993	—	6,993	— %
Net Change from Operations	—	(6,993)	—	(6,993)	— %
Capital Outlays (See Detail)	—	—	—	—	— %
Net Change in Fund Balance	—	(6,993)	—	(6,993)	— %
Cash Fund Balance Beginning of Year	6,994	6,994	6,994	6,994	— %
Cash Transfer from the General Fund	—	—	—	—	— %
Cash Fund Balance End of Year	<u>\$ 6,994</u>	<u>\$ 1</u>	<u>\$ 6,994</u>	<u>\$ 1</u>	<u>— %</u>

Lea County Fire Marshal



618-79 Lea County Fire Marshal

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Intergovernmental					
1396 - NM Legislative Grant	\$ —	\$ 200,000	\$ —	\$ —	(100.0)%
1560 - State Fire Allotment	103,406	79,232	88,582	79,232	— %
Intergovernmental Total	<u>103,406</u>	<u>279,232</u>	<u>88,582</u>	<u>79,232</u>	<u>(71.6)%</u>
Total Revenue	<u>103,406</u>	<u>279,232</u>	<u>88,582</u>	<u>79,232</u>	<u>(71.6)%</u>
Expenditures					
Operating Costs					
2007 - Communications	3,245	2,500	2,012	2,500	— %
2009 - Office Supplies	1,425	1,500	791	1,500	— %
2010 - Travel/Per Diem	205	3,000	—	3,000	— %
2016 - Education/Registration/Dues	—	2,500	1,400	2,500	— %
2076 - Equipment Operating	52,544	69,232	44,424	69,232	— %
2505 - Meal Expense	—	500	182	500	— %
Total Operating Costs	<u>57,418</u>	<u>79,232</u>	<u>48,809</u>	<u>79,232</u>	<u>— %</u>
Total Expenditures	<u>57,418</u>	<u>79,232</u>	<u>48,809</u>	<u>79,232</u>	<u>— %</u>
Net Change from Operations	<u>45,988</u>	<u>200,000</u>	<u>39,773</u>	<u>—</u>	<u>(100.0)%</u>
Capital Outlays (See Detail)	<u>187,445</u>	<u>3,300,000</u>	<u>210,453</u>	<u>—</u>	<u>(100.0)%</u>
Net Change in Fund Balance	<u>(141,457)</u>	<u>(3,100,000)</u>	<u>(170,679)</u>	<u>—</u>	<u>(100.0)%</u>
Cash Fund Balance Beginning of Year	99,984	158,527	158,527	87,848	(44.6)%
Cash Transfer from the General Fund	<u>200,000</u>	<u>3,300,000</u>	<u>100,000</u>	<u>—</u>	<u>(100.0)%</u>
Cash Fund Balance End of Year	<u>\$ 158,527</u>	<u>\$ 358,527</u>	<u>\$ 87,848</u>	<u>\$ 87,848</u>	<u>(75.5)%</u>

618-79 Lea County Fire Marshal

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Capital Outlays					
4493 - Knowles, Maljamar & Monument Water Systems	\$ —	\$ 300,000	\$ 118,808.62	\$ —	(100.0)%
4123 - County Fire Department Improvements	187,445	3,000,000	91,644	—	(100.0)%
Total Capital Outlays	<u>\$ 187,445</u>	<u>\$ 3,300,000</u>	<u>\$ 210,453</u>	<u>\$ —</u>	<u>(100.0)%</u>

Fire Excise Tax



619-59 Fire Excise Tax

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Miscellaneous					
1180 - Interest On Investments	\$ 2,947	\$ 4,000	\$ —	\$ —	(100.0)%
Miscellaneous	2,947	4,000	—	—	(100.0)%
Total Revenue	2,947	4,000	—	—	(100.0)%
Expenditures					
Operating Costs					
2231 - Equipment - Monument	—	—	—	—	— %
2232 - Equipment - Maljamar	—	—	—	—	— %
Total Operating Costs	—	—	—	—	— %
Total Expenditures	—	—	—	—	— %
Net Change from Operations	2,947	4,000	—	—	(100.0)%
Capital Outlays (See Detail)	475,210	357,000	—	—	(100.0)%
Net Change in Fund Balance	(472,264)	(353,000)	—	—	(100.0)%
Cash Fund Balance Beginning of Year	447,547	75,283	75,283	—	(100.0)%
Cash Transfer from the General Fund	100,000	224,717	(75,283)	—	(100.0)%
Cash Fund Balance End of Year	<u>\$ 75,283</u>	<u>\$ (53,000)</u>	<u>\$ —</u>	<u>\$ —</u>	<u>(100.0)%</u>

619 - Fire Excise Tax - \$75,283 cash balance was transferred to the General Fund.

619-59 Fire Excise Tax

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Capital Outlays					
4438 - Fire Truck	\$ 250,000	\$ —	\$ —	\$ —	— %
4638 - Apparatus	225,210	357,000	—	—	(100.0)%
Total Capital Outlays	<u>\$ 475,210</u>	<u>\$ 357,000</u>	<u>\$ —</u>	<u>\$ —</u>	<u>(100.0)%</u>

Monument EMS



621-61 Monument EMS

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Intergovernmental					
1630 - Emergency Medical SRV	\$ —	\$ —	\$ —	\$ 5,000	— %
Intergovernmental Total	—	5,000	—	5,000	— %
Total Revenue	—	5,000	—	5,000	— %
Expenditures					
Operating Costs					
2044 - Supplies	—	5,000	—	5,000	— %
Total Operating Costs	—	5,000	—	5,000	— %
Total Expenditures	—	5,000	—	5,000	— %
Net Change from Operations	—	—	—	—	— %
Capital Outlays (See Detail)	—	—	—	—	— %
Net Change in Fund Balance	—	—	—	—	— %
Cash Fund Balance Beginning of Year	1,017	1,017	1,017	1,017	— %
Cash Transfer from the General Fund	—	—	—	—	— %
Cash Fund Balance End of Year	<u>\$ 1,017</u>	<u>\$ 1,017</u>	<u>\$ 1,017</u>	<u>\$ 1,017</u>	<u>— %</u>

Emergency Management Performance Grant



424-77 EMPG Reimbursement

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Intergovernmental					
1435 - EMPG Prior Year	\$ —	\$ —	\$ —	\$ —	— %
1436 - EMPG Current Year	10,153	50,731	—	50,731	— %
Intergovernmental Total	<u>10,153</u>	<u>50,731</u>	<u>—</u>	<u>50,731</u>	<u>— %</u>
Miscellaneous					
1260 - Refunds	—	—	—	—	— %
Miscellaneous	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Total Revenue	<u>10,153</u>	<u>50,731</u>	<u>—</u>	<u>50,731</u>	<u>— %</u>
Expenditures					
Salaries & Benefits					
2002 - Full-Time Positions	26,380	26,381	25,569	28,540	8.2 %
2005 - Overtime	—	—	—	—	— %
2063 - PERA	3,987	3,990	3,867	4,190	5.0 %
2064 - FICA	2,015	2,018	1,953	2,183	8.2 %
2065 - Health Insurance	4,240	4,385	4,115	4,604	5.0 %
2200 - Retiree Health Care	—	752	—	789	5.0 %
2208 - Vacation	—	—	—	—	— %
Total Salaries & Benefits	<u>36,623</u>	<u>37,526</u>	<u>35,504</u>	<u>40,306</u>	<u>7.4 %</u>
Total Expenditures	<u>36,623</u>	<u>37,526</u>	<u>35,504</u>	<u>40,306</u>	<u>7.4 %</u>
Net Change from Operations	<u>(26,470)</u>	<u>13,205</u>	<u>(35,504)</u>	<u>10,425</u>	<u>(21.1)%</u>
Capital Outlays (See Detail)	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Net Change in Fund Balance	<u>(26,470)</u>	<u>13,205</u>	<u>(35,504)</u>	<u>10,425</u>	<u>(21.1)%</u>
Cash Fund Balance Beginning of Year	23,536	52,066	52,066	16,562	(68.2)%
Cash Transfer from the General Fund	<u>55,000</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Cash Fund Balance End of Year	<u>\$ 52,066</u>	<u>\$ 65,271</u>	<u>\$ 16,562</u>	<u>\$ 26,986</u>	<u>(58.7)%</u>

424-77 EMPG Reimbursement

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
Special Revenue Funds							
424-77 EMPG Reimbursement							
Emergency Management							
Full-Time Positions							
Director	<u>0.25</u>	<u>\$ 27,700</u>	<u>\$ 2,119</u>	<u>\$ 4,190</u>	<u>\$ 4,604</u>	<u>\$ 789</u>	<u>\$ 39,402</u>
Full-Time Positions Total	<u>0.25</u>	<u>27,700</u>	<u>2,119</u>	<u>4,190</u>	<u>4,604</u>	<u>789</u>	<u>39,402</u>
Longevity Pay	<u></u>	<u>840</u>	<u>64</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>904</u>
EMPG Reimbursement Total	<u>0.25</u>	<u>\$ 28,540</u>	<u>\$ 2,183</u>	<u>\$ 4,190</u>	<u>\$ 4,604</u>	<u>\$ 789</u>	<u>\$ 40,306</u>

Federal and State Grants



431-51 Federal and State Grants

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Intergovernmental					
1321 - Fiscal Agent Grants	\$ —	\$ —	\$ —	\$ 90,000	— %
1604 - Federal Grant Revenue	—	639,900	584,139	87,500	(86.3)%
1759 - NMDOT Aviation Grant 2016	7,664	—	—	—	— %
1760 - Lea County Health Council	3,423	5,000	1,800	5,000	— %
1813 - SHSGP 2018	71,110	—	26,677	—	— %
Intergovernmental Total	<u>82,197</u>	<u>644,900</u>	<u>612,616</u>	<u>182,500</u>	<u>(71.7)%</u>
Miscellaneous					
1260 - Refunds	—	—	—	—	— %
Miscellaneous	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Total Revenue	<u>82,197</u>	<u>644,900</u>	<u>612,616</u>	<u>182,500</u>	<u>(71.7)%</u>
Expenditures					
Operating Costs					
2255 - Fiscal Agent Grants	—	—	—	90,000	— %
2605 - CARES Act Funding	—	587,550	551,355	35,581	(93.9)%
2437 - FEMA Mitigation Grant	—	52,350	—	52,350	— %
2454 - Lea County Health Council	608	26,335	935	27,472	4.3 %
Total Operating Costs	<u>608</u>	<u>666,235</u>	<u>552,290</u>	<u>205,403</u>	<u>(69.2)%</u>
Total Expenditures	<u>608</u>	<u>666,235</u>	<u>552,290</u>	<u>205,403</u>	<u>(69.2)%</u>
Net Change from Operations	<u>81,589</u>	<u>(21,335)</u>	<u>60,326</u>	<u>(22,903)</u>	<u>7.3 %</u>
Capital Outlays (See Detail)	<u>49,680</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Net Change in Fund Balance	<u>31,909</u>	<u>(21,335)</u>	<u>60,326</u>	<u>(22,903)</u>	<u>7.3 %</u>
Cash Fund Balance Beginning of Year	<u>193,683</u>	<u>225,592</u>	<u>225,592</u>	<u>285,918</u>	<u>26.7 %</u>
Cash Transfer from the General Fund	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Cash Fund Balance End of Year	<u>\$ 225,592</u>	<u>\$ 204,257</u>	<u>\$ 285,918</u>	<u>\$ 263,016</u>	<u>28.8 %</u>

431-51 Federal and State Grants

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Capital Outlays					
4109 - NM DOT Aviation Grant	\$ 15,328	\$ —	\$ —	\$ —	— %
4407 - Homeland Security 2018	34,352	—	—	—	— %
Total Capital Outlays	<u>\$ 49,679.53</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>— %</u>

Lea County Law Enforcement



Law Enforcement Protection Grant



605-39 Law Enforcement Protection Fund

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Intergovernmental					
1720 - LEPF Allotment	\$ 59,000	\$ 61,400	\$ 61,400	\$ 64,400	4.9 %
Intergovernmental Total	59,000	61,400	61,400	64,400	4.9 %
Total Revenue	59,000	61,400	61,400	64,400	4.9 %
Expenditures					
Operating Costs					
2039 - LEPF Expenditures	87,600	61,400	60,932	64,400	4.9 %
Total Operating Costs	87,600	61,400	60,932	64,400	4.9 %
Total Expenditures	87,600	61,400	60,932	64,400	4.9 %
Net Change from Operations	(28,600)	—	468	—	— %
Capital Outlays (See Detail)	—	—	—	—	— %
Net Change in Fund Balance	(28,600)	—	468	—	— %
Cash Fund Balance Beginning of Year	30,050	1,450	1,450	1,918	32.2
Cash Transfer from the General Fund	—	500	—	—	(100.0)%
Cash Fund Balance End of Year	<u>\$ 1,450</u>	<u>\$ 1,950</u>	<u>\$ 1,918</u>	<u>\$ 1,918</u>	<u>(1.7)%</u>

JAG Grant



607-67 JAG Grant

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Intergovernmental					
1766 - JAG Grant	\$ 26,783	\$ —	\$ 6,582	\$ —	— %
Intergovernmental Total	26,783	—	6,582	—	— %
Total Revenue	26,783	—	6,582	—	— %
Expenditures					
Operating Costs					
2212 - JAG Grant Expenditures	24,794	—	6,582	—	— %
Total Operating Costs	24,794	—	6,582	—	— %
Total Expenditures	24,794	—	6,582	—	— %
Net Change from Operations	1,990	—	—	—	— %
Capital Outlays (See Detail)	—	—	—	—	— %
Net Change in Fund Balance	1,990	—	—	—	— %
Cash Fund Balance Beginning of Year	10,347	12,336	12,336	12,336	— %
Cash Transfer from the General Fund	—	—	—	—	— %
Cash Fund Balance End of Year	<u>\$ 12,336</u>	<u>\$ 12,336</u>	<u>\$ 12,336</u>	<u>\$ 12,336</u>	<u>— %</u>

HIDTA Region VI Drug Task Force



609-71 HIDTA Region VI Drug Task Force

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Intergovernmental					
1191 - Reg VI - Chaves County	\$ 119,384	\$ 161,681	\$ 139,056	\$ 161,681	— %
1192 - Reg VI - Lincoln County	140,779	172,415	157,694	196,015	13.7 %
1194 - Reg VI - Pecos Valley	300,875	365,498	338,323	388,037	6.2 %
1195 - Reg VI - Administration	83,934	101,315	88,069	101,282	— %
1287 - Region VI HIDTA Grant Prior Year	288,201	169,483	322,060	191,940	13.3 %
Intergovernmental Total	<u>933,173</u>	<u>970,392</u>	<u>1,045,202</u>	<u>1,038,955</u>	<u>7.1 %</u>
Miscellaneous					
1260 - Refunds	—	—	—	—	— %
Miscellaneous Total	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Total Revenue	<u>933,173</u>	<u>970,392</u>	<u>1,045,202</u>	<u>1,038,955</u>	<u>7.1 %</u>
Expenditures					
Salaries & Benefits					
2002 - Full-Time Positions	—	—	—	—	— %
2063 - PERA	—	—	—	—	— %
2064 - FICA	—	—	—	—	— %
2065 - Health Insurance	—	—	—	—	— %
2200 - Retiree Health Care	—	—	—	—	— %
Total Salaries & Benefits	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Operating Costs					
2291 - Reg VI - Chaves County	119,384	161,681	139,056	161,681	— %
2292 - Reg VI - Lincoln County	140,779	172,415	157,694	172,415	— %
2294 - Reg VI - Pecos Valley	300,875	365,498	338,323	365,498	— %
2295 - Reg VI - Administration	83,934	101,315	88,069	101,315	— %
2582 - Region VI HIDTA Prior Year Grant	288,201	169,483	322,060	191,940	13.3 %
Total Operating Costs	<u>933,173</u>	<u>970,392</u>	<u>1,045,202</u>	<u>992,849</u>	<u>2.3 %</u>
Total Expenditures	<u>933,173</u>	<u>970,392</u>	<u>1,045,202</u>	<u>992,849</u>	<u>2.3 %</u>
Net Change from Operations	<u>—</u>	<u>—</u>	<u>—</u>	<u>46,106</u>	<u>— %</u>
Capital Outlays (See Detail)	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Net Change in Fund Balance	<u>—</u>	<u>—</u>	<u>—</u>	<u>46,106</u>	<u>— %</u>
Cash Fund Balance Beginning of Year	27,085	27,085	27,085	27,085	— %
Cash Transfer from the General Fund	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Cash Fund Balance End of Year	<u>\$ 27,085</u>	<u>\$ 27,085</u>	<u>\$ 27,085</u>	<u>\$ 73,191</u>	<u>— %</u>

Lea County Drug Task Force



608-41 Lea County Drug Task Force

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Intergovernmental					
1282 - Task Force Grant	\$ 298,131	\$ 399,211	\$ 326,375	\$ 405,211	1.5 %
1286 - Lea Co HIDTA Grant Prior Yr Rev	116,588	65,000	125,461	65,000	— %
Intergovernmental Total	<u>414,719</u>	<u>464,211</u>	<u>451,835</u>	<u>470,211</u>	<u>1.3 %</u>
Miscellaneous					
1260 - Refunds	108	—	215	—	— %
Miscellaneous	<u>108</u>	<u>—</u>	<u>215</u>	<u>—</u>	<u>— %</u>
Total Revenue	<u>414,827</u>	<u>464,211</u>	<u>452,050</u>	<u>470,211</u>	<u>1.3 %</u>
Expenditures					
Salaries & Benefits					
2002 - Full-Time Positions	221,700	230,169	219,554	243,921	6.0 %
2005 - Overtime	35,575	40,569	15,235	40,569	— %
2063 - PERA	9,340	9,989	9,342	10,489	5.0 %
2064 - FICA	4,812	8,156	4,915	8,409	3.1 %
2065 - Health Insurance	7,353	7,913	7,913	8,309	5.0 %
2200 - Retiree Health Care	1,761	1,882	1,760	1,976	5.0 %
2208 - Vacation	—	—	—	—	— %
Total Salaries & Benefits	<u>280,541</u>	<u>298,678</u>	<u>258,719</u>	<u>313,673</u>	<u>5.0 %</u>
Operating Costs					
2010 - Travel/Per Diem	—	—	—	—	— %
2566 - Lea County HIDTA Grant Prior Year	26,047	65,000	72,082	65,000	— %
2583 - 17 Task Force Grant	103,983	86,751	89,077	92,178	6.3 %
Total Operating Costs	<u>130,030</u>	<u>151,751</u>	<u>161,159</u>	<u>157,178</u>	<u>3.6 %</u>
Total Expenditures	<u>410,572</u>	<u>450,429</u>	<u>419,878</u>	<u>470,851</u>	<u>4.5 %</u>
Net Change from Operations	<u>4,255</u>	<u>13,782</u>	<u>32,172</u>	<u>(640)</u>	<u>— %</u>
Capital Outlays (See Detail)	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Net Change in Fund Balance	<u>4,255</u>	<u>13,782</u>	<u>32,172</u>	<u>(640)</u>	<u>— %</u>
Cash Fund Balance Beginning of Year	113,940	118,195	118,195	150,367	27.2 %
Cash Transfer from the General Fund	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Cash Fund Balance End of Year	<u>\$ 118,195</u>	<u>\$ 131,977</u>	<u>\$ 150,367</u>	<u>\$ 149,727</u>	<u>13.4 %</u>

608-41 Lea County Drug Task Force

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
Special Revenue Funds							
608-41 Lea County Drug Task Force							
Drug Task Force							
Full-Time Positions							
Administrative Assistant	1.00	\$ 69,348	\$ 5,305	\$ 10,489	\$ 8,309	\$ 1,976	\$ 95,427
Deputy	1.00	71,238	—	—	—	—	71,238
Task Force Commander	1.00	97,335	—	—	—	—	97,335
Full-Time Positions Total	3.00	237,921	5,305	10,489	8,309	1,976	264,000
Longevity Pay		6,000	—	—	—	—	6,000
Overtime		40,569	3,104	—	—	—	43,673
Lea County Drug Task Force Total	<u>3.00</u>	<u>\$ 284,490</u>	<u>\$ 8,409</u>	<u>\$ 10,489</u>	<u>\$ 8,309</u>	<u>\$ 1,976</u>	<u>\$ 313,673</u>

LCDTF Forfeitures Fund



610-73 LCDTF Forfeitures Fund

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Miscellaneous					
1180 - Interest On Investments	\$ 7,839	\$ 30	\$ (124)	\$ 30	— %
1920 - Forfeitures Revenues	7,627	—	20,053	—	— %
Miscellaneous Total	15,466	30	19,929	30	— %
Total Revenue	15,466	30	19,929	30	— %
Expenditures					
Operating Costs					
2499 - Forfeitures Expense	11,272	20,000	20,307	20,000	— %
Total Operating Costs	11,272	20,000	20,307	20,000	— %
Total Expenditures	11,272	20,000	20,307	20,000	— %
Net Change from Operations	4,193	(19,970)	(378)	(19,970)	— %
Capital Outlays (See Detail)	—	—	—	—	— %
Net Change in Fund Balance	4,193	(19,970)	(378)	(19,970)	— %
Cash Fund Balance Beginning of Year	19,660	23,853	23,853	23,475	(1.6)%
Cash Transfer from the General Fund	—	20,000	—	—	(100.0)%
Cash Fund Balance End of Year	<u>\$ 23,853</u>	<u>\$ 23,883</u>	<u>\$ 23,475</u>	<u>\$ 3,505</u>	<u>(85.3)%</u>

Additional Funds

421 - Revolving Loan Fund - The cash balance of \$101,105 is a restricted balance. There is no projected activity in the budget year.

433 - Jal CDBG Wastewater - The cash of \$21,882 is a restricted balance. There is no projected activity in the budget year.

LEA COUNTY DEBT SERVICE FUND



658-58 Debt Service Fund

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Gross Receipts Taxes					
1800 - Gross Receipts Tax	\$ 9,262,354	\$ —	\$ —	\$ —	— %
Gross Receipts Taxes Total	<u>9,262,354</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Miscellaneous					
1391 - Interest on Investments	1,600	—	—	—	— %
Miscellaneous Total	<u>1,600</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Total Revenue	<u>9,263,955</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Expenditures					
Operating Costs					
2207 - State Administrative Fee	273,145	—	—	—	— %
2339 - Principal Payment	—	—	—	—	— %
2340 - Interest Payment	55,350	—	—	—	— %
2341 - Debt Retirement	4,980,114	—	—	—	— %
Total Operating Costs	<u>5,308,609</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Total Expenditures	<u>5,308,609</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Net Change from Operations	<u>3,955,346</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Capital Outlays (See Detail)	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Net Change in Fund Balance	<u>3,955,346</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Cash Fund Balance Beginning of Year	1,000,001	4,955,346	4,955,346	—	(100.0)%
Cash Transfer from the Debt Service Fund	<u>—</u>	<u>(4,955,346)</u>	<u>(4,955,346)</u>	<u>—</u>	<u>(100.0)%</u>
Cash Fund Balance End of Year	<u>\$ 4,955,346</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>(100.0)%</u>

658 - Debt Service - Lea County retired the outstanding revenue bond debt in December 2019. The County has no plans to issue debt in the near term. The revenue used to fund the annual debt payments was a dedicated 1/8th County Wide Gross Receipts Tax increment. That revenue is now budgeted and accounted for in the General Fund.

LEA COUNTY ENTERPRISE FUNDS



Lea County Water Service Fund



675-85 Water Service Fund

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Charges for Services					
1182 - Water Sales	\$ —	\$ —	\$ —	\$ —	— %
Charges for Services Total	—	—	—	—	— %
Miscellaneous					
1424 - Gross Rec Water Sales	—	—	—	—	— %
Miscellaneous	—	—	—	—	— %
Total Revenue	—	—	—	—	— %
Expenditures					
Salaries & Benefits					
2002 - Full-Time Positions	—	—	—	—	— %
2005 - Overtime	—	—	—	—	— %
2063 - PERA	—	—	—	—	— %
2064 - FICA	—	—	—	—	— %
2065 - Health Insurance	—	—	—	—	— %
2200 - Retiree Health Care	—	—	—	—	— %
2208 - Vacation	—	—	—	—	— %
Total Salaries & Benefits	—	—	—	—	— %
Operating Costs					
2112 - Rental Of Land	—	—	—	—	— %
Total Operating Costs	—	—	—	—	— %
Total Expenditures	—	—	—	—	— %
Net Change from Operations	—	—	—	—	— %
Capital Outlays (See Detail)	624	148,434	1,305	148,434	— %
Net Change in Fund Balance	(624)	(148,434)	(1,305)	(148,434)	— %
Cash Fund Balance Beginning of Year	343,121	342,496	342,496	341,192	(0.4)%
Cash Transfer from the General Fund	—	—	—	—	— %
Cash Fund Balance End of Year	<u>\$ 342,496</u>	<u>\$ 194,062</u>	<u>\$ 341,192</u>	<u>\$ 192,758</u>	<u>(0.7)%</u>

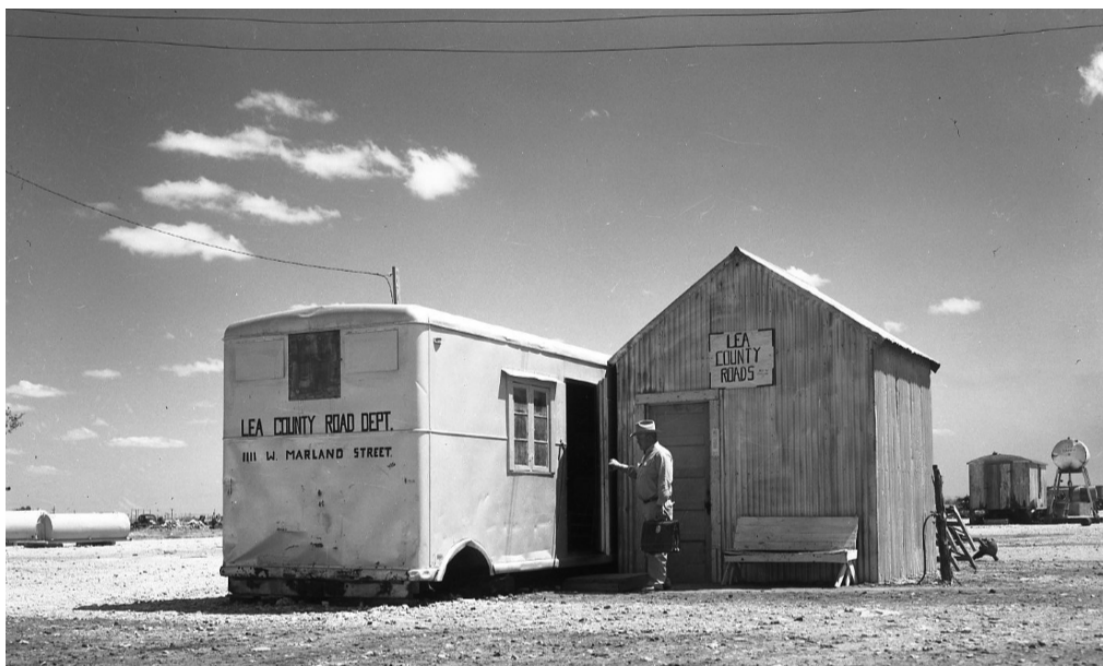
675-85 Water Service Fund

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Capital Outlays					
4499 - Water/Sewer System	\$ 624	\$ 148,434	\$ 1,305	\$ 148,434	— %
Total Capital Outlays	<u>\$ 624</u>	<u>\$ 148,434</u>	<u>\$ 1,305</u>	<u>\$ 148,434</u>	<u>— %</u>

TRUST AND AGENCY FUNDS



Trust & Agency Fund



800-70 Trust & Agency

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Miscellaneous					
1245 - Promoter Event Pass Through	\$ 4,752	\$ 125,000	\$ —	\$ 125,000	— %
1324 - Gross Receipts-Solid Waste	213,778	200,000	180,501	200,000	— %
1346 - Pass Through Revenue	1,904	—	—	—	— %
1411 - Gross Receipts	30,551	50,000	3,586	50,000	— %
1428 - SEC 125 Contribution	59,657	85,000	66,308	85,000	— %
1901 - Livestock Sale	607,145	700,000	578,763	700,000	— %
Miscellaneous Total	<u>917,787</u>	<u>1,160,000</u>	<u>829,157</u>	<u>1,160,000</u>	<u>— %</u>
Total Revenue	<u>917,787</u>	<u>1,160,000</u>	<u>829,157</u>	<u>1,160,000</u>	<u>— %</u>
Expenditures					
Operating Costs					
2109 - SEC 125 Flex Spending	67,424	85,000	70,625	85,000	— %
2121 - Gross Receipts Tax	245,088	250,000	186,118	250,000	— %
2173 - Pass Through Funds	4,144	125,000	1,904	125,000	— %
2330 - Junior Livestock Sale	594,723	700,000	562,983	700,000	— %
Total Operating Costs	<u>911,378</u>	<u>1,160,000</u>	<u>821,631</u>	<u>1,160,000</u>	<u>— %</u>
Total Expenditures	<u>911,378</u>	<u>1,160,000</u>	<u>821,631</u>	<u>1,160,000</u>	<u>— %</u>
Net Change from Operations	<u>6,409</u>	<u>—</u>	<u>7,526</u>	<u>—</u>	<u>— %</u>
Capital Outlays (See Detail)	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Net Change in Fund Balance	<u>6,409</u>	<u>—</u>	<u>7,526</u>	<u>—</u>	<u>— %</u>
Cash Fund Balance Beginning of Year	55,082	61,491	61,491	69,017	12.2 %
Cash Transfer from the General Fund	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Cash Fund Balance End of Year	<u>\$ 61,491</u>	<u>\$ 61,491</u>	<u>\$ 69,017</u>	<u>\$ 69,017</u>	<u>12.2 %</u>

Lea County Communications Authority



808-78 Lea County Communications Authority

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Intergovernmental					
1687 - County Contribution	\$ 1,849,869	\$ 1,710,794	\$ 1,430,234	\$ 1,773,210	3.6 %
1688 - City Contribution	1,869,880	1,740,009	1,427,435	1,816,325	4.4 %
1691 - DFA 911 Grant	—	—	5,505	—	— %
1992 - Training Reimbursement	—	—	—	—	— %
Intergovernmental Total	<u>3,719,749</u>	<u>3,450,803</u>	<u>2,863,174</u>	<u>3,589,535</u>	<u>4.0 %</u>
Miscellaneous					
1450 - Xerox,Maps,Voters List	6,135	—	544	—	— %
1260 - Refunds	—	—	—	—	— %
Miscellaneous	<u>6,135</u>	<u>—</u>	<u>544</u>	<u>—</u>	<u>— %</u>
Total Revenue	<u>3,725,884</u>	<u>3,450,803</u>	<u>2,863,718</u>	<u>3,589,535</u>	<u>4.0 %</u>
Expenditures					
Salaries & Benefits					
2002 - Full-Time Positions	1,273,129	1,231,613	1,151,768	1,390,970	12.9 %
2005 - Overtime	279,033	295,000	289,849	300,000	1.7 %
2063 - PERA	180,275	186,478	166,735	203,378	9.1 %
2064 - FICA	118,376	118,316	110,202	130,889	10.6 %
2065 - Health Insurance	321,358	338,867	289,016	456,885	34.8 %
2109 - SEC 125 Flex Spending	—	—	—	—	— %
2200 - Retiree Health Care	33,992	35,138	31,418	38,323	9.1 %
2208 - Vacation	15,861	20,000	20,000	20,000	— %
Total Salaries & Benefits	<u>2,222,026</u>	<u>2,225,412</u>	<u>2,058,988</u>	<u>2,540,445</u>	<u>14.2 %</u>
Operating Costs					
2006 - Postage	1,382	2,000	1,210	2,000	— %
2007 - Communications	52,564	70,000	57,252	70,000	— %
2008 - Printing & Publishing	1,816	2,500	1,441	2,500	— %
2009 - Office Supplies	23,509	20,000	17,698	20,000	— %
2010 - Travel/Per Diem	2,522	10,000	—	5,000	(50.0)%
2011 - Vehicle - Gas & Oil	1,625	5,000	1,331	5,000	— %
2012 - Maintenance	79,636	80,000	79,257	60,000	(25.0)%
2016 - Education/Registration/Dues	13,109	20,000	17,816	35,000	75.0 %
2023 - Maintenance - Building	80,078	82,000	80,431	82,000	— %
2025 - Utilities	53,541	55,000	56,329	55,000	— %
2046 - Janitors Supplies	2,886	5,000	4,152	5,000	— %
2062 - Audit	7,591	7,591	7,591	7,591	— %
2066 - Insurance - Worker's Comp	—	5,000	5,000	5,000	— %
2067 - Property/Liability Insurance	30,211	32,000	26,983	32,000	— %
2079 - Contractural Serv - Maintenance	22,840	32,000	27,566	29,000	(9.4)%
2086 - Contractural Serv - Physicals	4,898	8,000	3,774	10,000	25.0 %
2104 - Contract - Other Services	201,704	210,000	195,874	210,000	— %
2111 - Vehicle - Maintenance	1,753	5,000	487	5,000	— %
2130 - Computers And Peripherals	54,719	45,000	43,785	45,000	— %

808-78 Lea County Communications Authority

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
2131 - Uniforms	489	8,000	6,461	8,000	— %
2152 - Contract Labor/Professional Services	11,693	15,000	9,495	15,000	— %
2287 - Software License Agreement	6,200	60,000	49,000	195,000	225.0 %
2810 - Radio Repair, Software, Maintenance	46,369	20,000	14,695	20,000	— %
2814 - Data Connectivity	41,800	46,000	45,600	46,000	— %
2902 - Tower Lease(s)	53,764	54,000	49,127	54,000	— %
Total Operating Costs	<u>796,698</u>	<u>899,091</u>	<u>802,355</u>	<u>1,023,091</u>	<u>13.8 %</u>
Total Expenditures	<u>3,018,724</u>	<u>3,124,503</u>	<u>2,861,343</u>	<u>3,563,536</u>	<u>14.1 %</u>
Net Change from Operations	<u>707,159</u>	<u>326,300</u>	<u>2,375</u>	<u>25,999</u>	<u>(92.0)%</u>
Capital Outlays (See Detail)	<u>665,564</u>	<u>371,300</u>	<u>348,778</u>	<u>20,000</u>	<u>(94.6)%</u>
Net Change in Fund Balance	41,596	(45,000)	(346,403)	5,999	(113.3)%
Cash Fund Balance Beginning of Year	748,046	789,642	789,642	443,239	(43.9)%
Cash Transfer from the General Fund	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Cash Fund Balance End of Year	<u>\$ 789,642</u>	<u>\$ 744,642</u>	<u>\$ 443,239</u>	<u>\$ 449,238</u>	<u>(39.7)%</u>

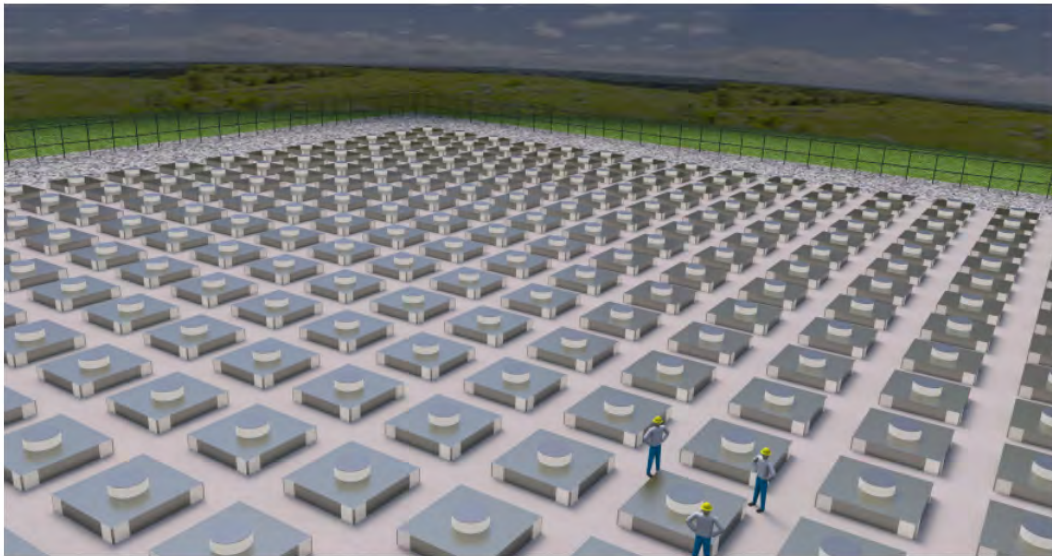
808-78 Lea County Communications Authority

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
808-78 Lea County Communications Authority							
Full-Time Positions							
Director	1.00	\$ 104,637	\$ 8,005	\$ 15,826	\$ —	\$ 2,982	\$ 131,450
ECS Supervisor	1.00	56,347	4,311	8,523	18,416	1,606	89,202
Quality Assurance	1.00	66,787	5,109	10,101	7,230	1,903	91,131
Training Coordinator	1.00	57,486	4,398	8,695	24,342	1,638	96,558
ECS	24.00	998,678	76,399	151,050	398,588	28,462	1,653,178
IT Coordinator	1.00	60,715	4,645	9,183	8,309	1,730	84,582
Full-Time Positions Total	29.00	1,344,650	102,866	203,378	456,885	38,323	2,146,101
Longevity Pay		46,320	3,543	—	—	—	49,863
Overtime		300,000	22,950	—	—	—	322,950
Vacation		20,000	1,530	—	—	—	21,530
Lea County Communications Authority Total	<u>29.00</u>	<u>\$ 1,710,970</u>	<u>\$ 130,889</u>	<u>\$ 203,378</u>	<u>\$ 456,885</u>	<u>\$ 38,323</u>	<u>\$ 2,540,445</u>

808-78 Lea County Communications Authority

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Capital Outlays					
4324 - Copier	\$ —	\$ 25,000	\$ 13,033	\$ —	(100.0)%
4331 - Server Upgrade	186,000	275,000	271,547	—	(100.0)%
4641 - Computer Equipment	—	51,300	44,199	10,000	(80.5)%
4714 - Security Improvements	479,564	20,000	20,000	10,000	(50.0)%
Total Capital Outlays	<u>\$ 665,564</u>	<u>\$ 371,300</u>	<u>\$ 348,778</u>	<u>\$ 20,000</u>	<u>(94.6)%</u>

Eddy Lea Energy Alliance



809-83 Eddy-Lea Energy Alliance

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Intergovernmental					
1687 - County Contribution	\$ 25,000	\$ 100,000	\$ —	\$ —	(100.0)%
1688 - City Contribution	—	100,000	—	—	(100.0)%
Intergovernmental Total	<u>25,000</u>	<u>200,000</u>	<u>—</u>	<u>—</u>	<u>(100.0)%</u>
Miscellaneous					
1290 - Rental of Property	11,434	11,547	—	—	(100.0)%
1381 - Miscellaneous	—	—	—	—	— %
Miscellaneous	<u>11,434</u>	<u>11,547</u>	<u>—</u>	<u>—</u>	<u>(100.0)%</u>
Total Revenue	<u>36,434</u>	<u>211,547</u>	<u>—</u>	<u>—</u>	<u>(100.0)%</u>
Expenditures					
Operating Costs					
2009 - Office Supplies	—	1,000	—	—	(100.0)%
2010 - Travel/Per Diem	—	20,000	—	—	(100.0)%
2012 - Maintenance	—	1,000	—	—	(100.0)%
2027 - Advertising	1,447	3,000	368	—	(100.0)%
2067 - Property/Liability Insurance	2,777	6,000	3,068	—	(100.0)%
2102 - Contract - Legal	3,830	117,000	52,383	—	(100.0)%
2152 - Contract Labor/Professional Services	64,525	67,000	39,468	—	(100.0)%
Total Operating Costs	<u>72,579</u>	<u>215,000</u>	<u>95,287</u>	<u>—</u>	<u>(100.0)%</u>
Total Expenditures	<u>72,579</u>	<u>215,000</u>	<u>95,287</u>	<u>—</u>	<u>(100.0)%</u>
Net Change from Operations	<u>(36,145)</u>	<u>(3,453)</u>	<u>(95,287)</u>	<u>—</u>	<u>(100.0)%</u>
Capital Outlays (See Detail)	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Net Change in Fund Balance	<u>(36,145)</u>	<u>(3,453)</u>	<u>(95,287)</u>	<u>—</u>	<u>(100.0)%</u>
Cash Fund Balance Beginning of Year	<u>131,432</u>	<u>95,287</u>	<u>95,287</u>	<u>—</u>	<u>(100.0)%</u>
Cash Transfer from the General Fund	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Cash Fund Balance End of Year	<u>\$ 95,287</u>	<u>\$ 91,834</u>	<u>\$ —</u>	<u>\$ —</u>	<u>(100.0)%</u>

809 - Eddy-Lea Energy Alliance - Lea County was the designated fiscal agent for the Alliance until December 31, 2020. The City of Carlsbad, New Mexico is now the acting fiscal agent. The cash fund balance of \$52,382.73 was transferred to the City of Carlsbad in January 2021.

Lea County Solid Waste Authority



810-20 Lea County Solid Waste Authority

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Charges for Services					
1328 - Tipping Fees	\$ 4,275,558	\$ 2,970,000	\$ 3,610,011	\$ 2,970,000	— %
1329 - Solid Waste Rental	1,100	1,000	1,200	1,000	— %
Charges for Services Total	<u>4,276,658</u>	<u>2,971,000</u>	<u>3,611,211</u>	<u>2,971,000</u>	<u>— %</u>
Miscellaneous					
1260 - Refunds	—	100	—	100	— %
1381 - Miscellaneous	—	1,000	—	1,000	— %
1391 - Interest On Investments	14,482	3,000	483	3,000	— %
Miscellaneous	<u>14,482</u>	<u>4,100</u>	<u>483</u>	<u>4,100</u>	<u>— %</u>
Total Revenue	<u>4,291,140</u>	<u>2,975,100</u>	<u>3,611,694</u>	<u>2,975,100</u>	<u>— %</u>
Expenditures					
Salaries & Benefits					
2002 - Full-Time Positions	69,909	68,574	68,574	75,219	9.7 %
2005 - Overtime	2,152	5,000	5,000	5,000	— %
2063 - PERA	10,281	10,372	10,372	10,890	5.0 %
2064 - FICA	5,639	5,705	5,705	6,213	8.9 %
2065 - Health Insurance	20,283	21,258	20,835	22,322	5.0 %
2200 - Retiree Health Care	1,638	1,954	1,638	2,052	5.0 %
2208 - Vacation	—	1,000	—	1,000	— %
Total Salaries & Benefits	<u>109,902</u>	<u>113,863</u>	<u>112,124</u>	<u>122,696</u>	<u>7.8 %</u>
Operating Costs					
2007 - Communications	1,551	4,000	2,174	4,000	— %
2008 - Printing & Publishing	2,939	10,000	311	10,000	— %
2009 - Office Supplies	8,971	12,000	9,263	12,000	— %
2010 - Travel/Per Diem	—	2,000	—	2,000	— %
2011 - Vehicle - Gas & Oil	1,588	15,000	4,816	15,000	— %
2016 - Education/Registration/Dues	700	3,600	—	3,600	— %
2025 - Utilities	17,842	25,000	24,131	25,000	— %
2062 - Audit	7,591	7,800	7,591	7,800	— %
2111 - Vehicle - Maintenance	178	1,500	1,149	1,500	— %
2130 - Computers And Peripherals	1,497	5,000	—	5,000	— %
2203 - Contract Services	46,677	250,000	14,488	50,000	(80.0)%
2204 - Landfill Operator (Camino Real)	1,620,997	1,681,000	1,476,419	1,681,000	— %
2207 - Administrative Fee	115,773	128,735	128,734	128,735	— %
2700 - Maintenance	10,453	20,000	19,704	20,000	— %
2802 - Staff Labor	55,000	55,000	52,855	55,000	— %
2895 - Refunds	—	750	38	750	— %
2908 - Permit Renewal	42,614	220,000	123,004	—	(100.0)%
Total Operating Costs	<u>1,934,371</u>	<u>2,441,385</u>	<u>1,864,677</u>	<u>2,021,385</u>	<u>(17.2)%</u>
Total Expenditures	<u>2,044,272</u>	<u>2,555,248</u>	<u>1,976,800</u>	<u>2,144,081</u>	<u>(16.1)%</u>
Net Change from Operations	<u>2,246,867</u>	<u>419,852</u>	<u>1,634,894</u>	<u>831,019</u>	<u>97.9 %</u>
Capital Outlays (See Detail)	<u>20,850</u>	<u>200,000</u>	<u>11,383</u>	<u>1,000,000</u>	<u>400.0 %</u>
Net Change in Fund Balance	<u>2,226,017</u>	<u>219,852</u>	<u>1,623,511</u>	<u>(168,981)</u>	<u>(176.9)%</u>

810-20 Lea County Solid Waste Authority

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Cash Fund Balance Beginning of Year	8,559,119	10,894,265	10,894,265	12,478,687	14.5 %
Cash Transfer from the General Fund	109,129	(39,090)	(39,090)	—	(100.0)%
Cash Fund Balance End of Year	<u>\$ 10,894,265</u>	<u>\$ 11,075,028</u>	<u>\$ 12,478,687</u>	<u>\$ 12,309,706</u>	<u>11.1 %</u>

810-20 Lea County Solid Waste Authority

	<u>FTE</u>	<u>Salary</u>	<u>FICA & Medicare</u>	<u>PERA</u>	<u>Group Health Ins.</u>	<u>Retiree Ins.</u>	<u>Total</u>
810-20 LCSWA							
Full-Time Positions							
Director	0.10	\$ 11,080	\$ 848	\$ 1,676	\$ 1,842	\$ 316	\$ 15,761
Environmental Tech	1.00	35,315	2,702	5,341	8,309	1,006	52,674
Supervisor	0.50	25,607	1,959	3,873	12,171	730	44,340
Full-Time Positions Total	1.60	72,003	5,508	10,890	22,322	2,052	112,775
Longevity Pay		3,216	246	—	—	—	3,462
Overtime		5,000	383	—	—	—	5,383
Vacation		1,000	77	—	—	—	1,077
Solid Waste Authority Total	<u>1.60</u>	<u>\$ 81,219</u>	<u>\$ 6,213</u>	<u>\$ 10,890</u>	<u>\$ 22,322</u>	<u>\$ 2,052</u>	<u>\$ 122,696</u>

810-20 Lea County Solid Waste Authority

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Capital Outlays					
4642 - Landfill Improvements	\$ 20,850	\$ 200,000	\$ 11,383	\$ 1,000,000	400.0 %
Total Capital Outlays	<u>\$ 20,850</u>	<u>\$ 200,000</u>	<u>\$ 11,383</u>	<u>\$ 1,000,000</u>	<u>400.0 %</u>

Lea County Solid Waste Authority Sinking Fund



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811 - Lea County Solid Waste Authority Sinking Fund

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Miscellaneous					
1391 - Interest On Investments	\$ 22,498	\$ 3,000	\$ 835	\$ 3,000	— %
Miscellaneous	<u>22,498</u>	<u>3,000</u>	<u>835</u>	<u>3,000</u>	<u>— %</u>
Total Revenue	<u>22,498</u>	<u>3,000</u>	<u>835</u>	<u>3,000</u>	<u>— %</u>
Net Change from Operations	<u>22,498</u>	<u>3,000</u>	<u>835</u>	<u>3,000</u>	<u>— %</u>
Capital Outlays (See Detail)	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Net Change in Fund Balance	<u>22,498</u>	<u>3,000</u>	<u>835</u>	<u>3,000</u>	<u>— %</u>
Cash Fund Balance Beginning of Year	2,669,934	2,583,304	2,583,304	2,623,228	1.5 %
Cash Transfer from the General Fund	<u>(109,129)</u>	<u>—</u>	<u>39,090</u>	<u>—</u>	<u>— %</u>
Cash Fund Balance End of Year	<u><u>\$ 2,583,304</u></u>	<u><u>\$ 2,586,304</u></u>	<u><u>\$ 2,623,228</u></u>	<u><u>\$ 2,626,228</u></u>	<u><u>1.5 %</u></u>

Lea County Water Users Association



635-35 Lea County Water User's Association

	<u>FY 20 Actual</u>	<u>FY 21 Adjusted</u>	<u>FY 21 Actual</u>	<u>FY 22 Budget</u>	<u>% Change</u>
Revenue					
Miscellaneous					
1681 - Hobbs - WUA Revenue	\$ —	\$ —	\$ —	\$ —	— %
1682 - Lovington - WUA Revenue	—	—	—	—	— %
1683 - Eunice - WUA Revenue	—	—	—	—	— %
1684 - Jal - WUA Revenue	—	—	—	—	— %
1685 - Tatum - WUA Revenue	—	—	—	—	— %
Miscellaneous Total	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Total Revenue	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Expenditures					
Operating Costs					
2008 - Printing & Publishing	<u>1,094</u>	<u>1,350</u>	<u>1,274</u>	<u>1,350</u>	<u>— %</u>
Total Operating Costs	<u>1,094</u>	<u>1,350</u>	<u>1,274</u>	<u>1,350</u>	<u>— %</u>
Total Expenditures	<u>1,094</u>	<u>1,350</u>	<u>1,274</u>	<u>1,350</u>	<u>— %</u>
Net Change from Operations	<u>(1,094)</u>	<u>(1,350)</u>	<u>(1,274)</u>	<u>(1,350)</u>	<u>— %</u>
Capital Outlays (See Detail)	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Net Change in Fund Balance	<u>(1,094)</u>	<u>(1,350)</u>	<u>(1,274)</u>	<u>(1,350)</u>	<u>— %</u>
Cash Fund Balance Beginning of Year	<u>24,273</u>	<u>23,179</u>	<u>23,179</u>	<u>21,905</u>	<u>(5.5)%</u>
Cash Transfer from the General Fund	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>— %</u>
Cash Fund Balance End of Year	<u>\$ 23,179</u>	<u>\$ 21,829</u>	<u>\$ 21,905</u>	<u>\$ 20,555</u>	<u>(5.8)%</u>



Discussion of Permit to Utilize County Land and Right of Way by Dawson Geophysical

VIBRATION MONITORING SERVICE L.L.C.

Introduction

Vibration Monitoring Service L.L.C. was contracted to conduct Peak Particle Velocity testing on the The Channel 3D seismic survey by Dawson Geophysical / Greyhound Resources LLC.. Mr. Art Venegas was assigned to the testing process on February 24, 2021. After demobilizing from the project, data was downloaded, processed, and the following report was generated.

Test Site

3X Commander AHV-IV's 364's were engaged in the testing process. The parameter set tested was an 2 - 104 Hz db/oct sweep 18 seconds in length, with custom start and end taper. Sweep testing utilized two drive levels: 70% and 35% . The seismographs were set at 20', 40', 60', 80', 100', 120', 200' and 300' in an array perpendicular to the vibes. A single seismograph was placed at each distance interval, and a group of manual sweeps were recorded to ensure the uniformity of the vibroseis equipment. The recorded PPV values of the specific sweep parameters can be reviewed using the attached sweeps.



Discussion of Permit to Utilize County Land and Right of Way by Dawson Geophysical

VIBRATION MONITORING SERVICE LLC

Summary

When the vibe initiates the sweep the primary signal penetrates the sub surface layers. The individual vibrators generate these waves. As the waves propagate from the individual vibrators they combine to produce an array of sound waves that penetrate the earth's surface. These primary energy waves are projected downward into the earth. The type of energy the vibrators generate dissipates rapidly on the surface. The automatic trigger level on the seismographs was set to 0.020 in/sec for this test. This is equal to the normal level of human perception of ground vibrations.

As seismic waves travels through an area, they generate particle motions that we call vibrations. The particle motion that we measure on the surface is similar to that of a cork floating on a body of water when a wave passes underneath. It is the speed of this particle motion that we measure with a seismograph.

U.S. Bureau of Mines RI-8507 (Report of Investigation) published in 1980 stated that the speed of ground vibration (particle velocity), which is measured by a seismograph, is considered to be the best measure of damage potential. The safe vibration criterion for structures was specified in the U.S. Bureau of Mines Bulletin 656, which states:

"The safe vibration criterion is based on the measurement of individual components and if the particle velocity exceeds 2.0 inches per second, damage is likely to occur."

Therefore, if damage is likely to occur above 2.0 in/sec, then below 2.0 in/sec is safe, so 2.0 in/sec became known in blasting as the safe limit for modern one or two story residential structures. In the same bulletin, the US Bureau of Mines reported that it would normally take a particle velocity of 4.0 in/sec to cause "threshold damage", i.e., opening of old cracks and creation of new cracks. This is mentioned because the same levels apply to water wells.

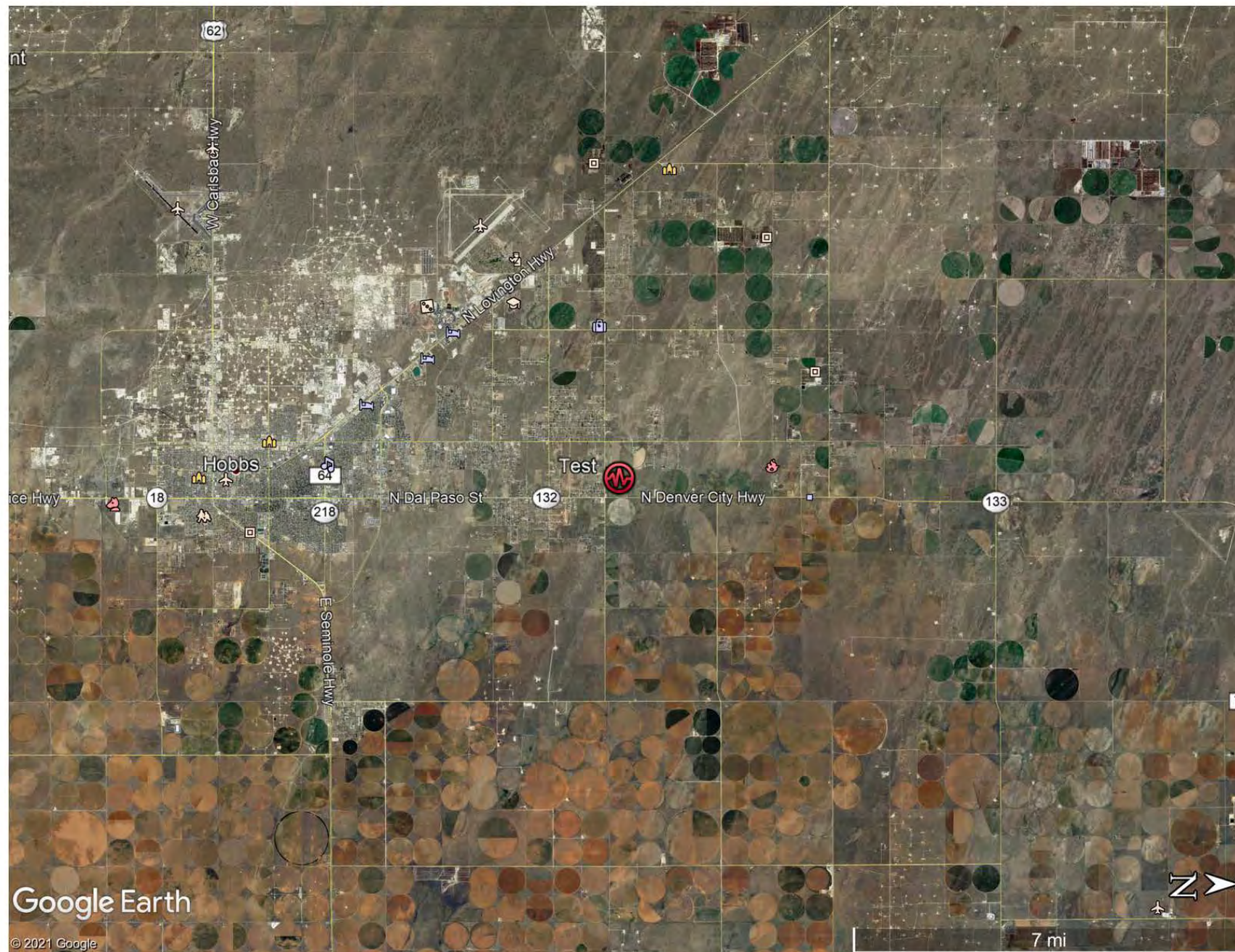
At the field test that was conducted those present could feel the vibrations from the Commander AHV-IV 364's. The normal range of human perception is about .02 to .03 inches per second. It is because of this perception and the homeowner's fear of damage potential that we normally recommend vibration levels at or below 0.350 in/sec for vibroseis operations in most areas. The recorded data has been processed and presented graphically to better illustrate how the Peak Particle Velocity attenuates as distance from the seismic source increases. All of the graphs included here represent Peak Particle Velocity versus Distance. The Peak Particle Velocity values which are graphed represent the highest value recorded out of the three axis', radial, vertical, or transverse. Each machine has its own independent Peak Particle Velocity value for each source point recorded. Vibration Monitoring Service utilizes the PPV values for analysis and graphical display, so that we provide you, our client with the best possible data for damage mitigation planning.

This test is site specific and relates to the soil conditions and the near surface geology. For a 2D or 3D seismic project that covers a large area it is recommended that PPV levels be monitored throughout the entire project to provide for the possibility of changing near surface geology to make for a more consistent method of calculating and maintaining minimum offset criteria.

Discussion of Permit to Utilize County Land and Right of Way by Dawson Geophysical



Discussion of Permit to Utilize County Land and Right of Way by Dawson Geophysical

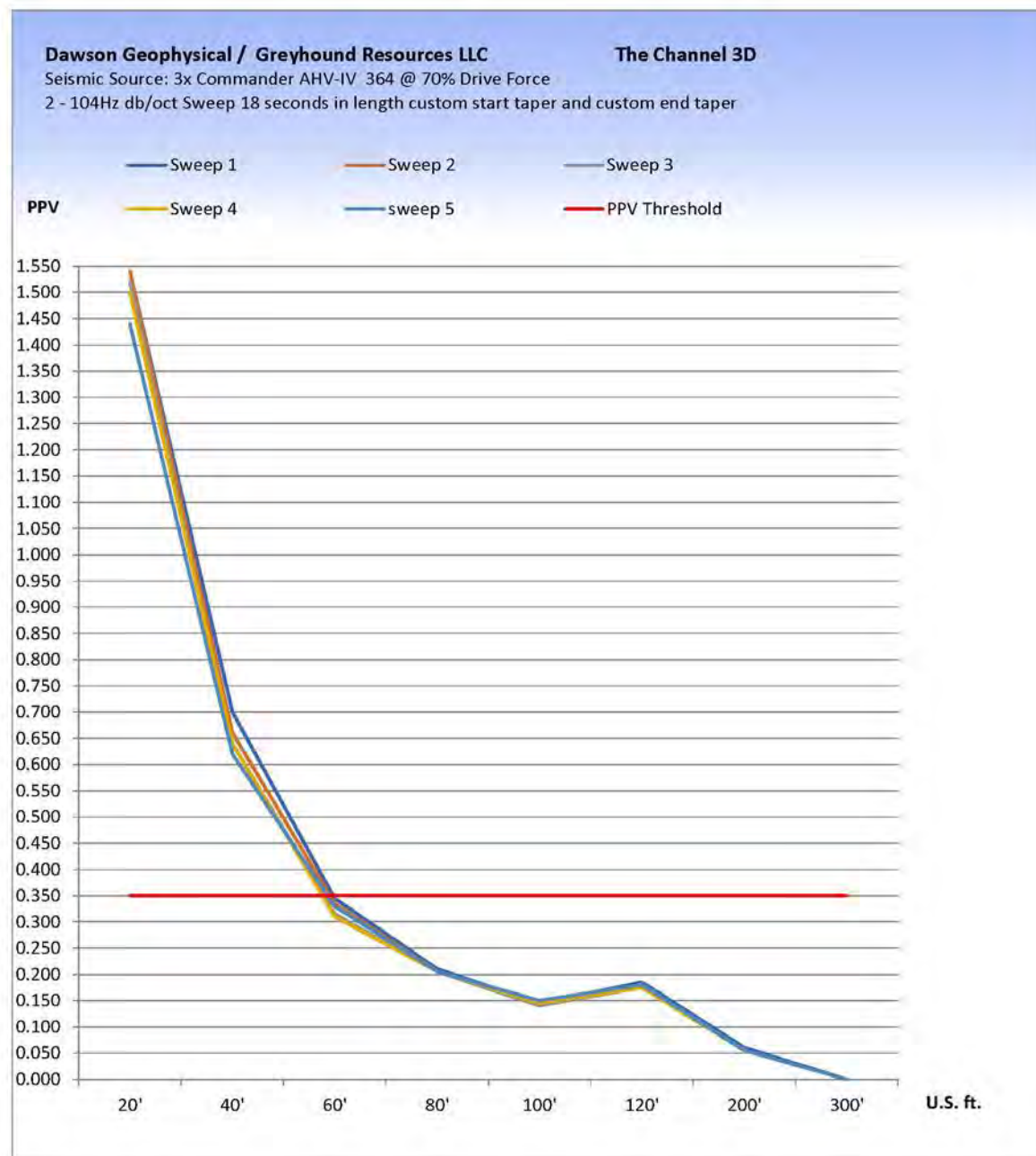



Discussion of Permit to Utilize County Land and Right of Way by Dawson Geophysical



Description	Distance	Number	Date	Time	PPV	PPV Hz	Radial	Radial Hz	Vertical	Vertical Hz	Transverse	Transverse Hz
Sweep 2 70% Drive 3x Commander AHV-IV 364 2 - 104hz 18 sec. Tapers - Custom	20'	002	2/24/2021	9:50:00 AM	1.54	51.2	1.54	51.2	0.525	85.3	1.06	64
	40'	002	2/24/2021	9:50:00 AM	0.7	36.5	0.7	36.5	0.215	64	0.425	42.6
	60'	002	2/24/2021	9:50:00 AM	0.345	42.6	0.345	42.6	0.1	28.4	0.285	51.2
	80'	002	2/24/2021	9:50:00 AM	0.21	28.4	0.21	28.4	0.085	32	0.085	51.2
	100'	002	2/24/2021	9:50:00 AM	0.145	51.2	0.145	51.2	0.08	28.4	0.105	51.2
	120'	002	2/24/2021	9:50:00 AM	0.185	32	0.185	32	0.125	32	0.16	36.5
	200'	002	2/24/2021	9:50:00 AM	0.06	32	0.06	32	0.04	25.6	0.045	36.5
	300'	002	2/24/2021	9:50:00 AM	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Sweep 3 70% Drive 3x Commander AHV-IV 364 2 - 104hz 18 sec. Tapers - Custom	20'	003	2/24/2021	9:52:00 AM	1.54	51.2	1.54	51.2	0.525	85.3	1.04	64
	40'	003	2/24/2021	9:52:00 AM	0.66	36.5	0.66	36.5	0.225	64	0.435	36.5
	60'	003	2/24/2021	9:52:00 AM	0.335	51.2	0.335	51.2	0.095	32	0.3	51.2
	80'	003	2/24/2021	9:52:00 AM	0.205	28.4	0.205	28.4	0.085	32	0.09	51.2
	100'	003	2/24/2021	9:52:00 AM	0.145	51.2	0.145	51.2	0.08	28.4	0.105	51.2
	120'	003	2/24/2021	9:52:00 AM	0.175	28.4	0.175	28.4	0.12	28.4	0.16	36.5
	200'	003	2/24/2021	9:52:00 AM	0.055	32	0.055	32	0.04	23.2	0.045	36.5
	300'	003	2/24/2021	9:52:00 AM	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Sweep 4 70% Drive 3x Commander AHV-IV 364 2 - 104hz 18 sec. Tapers - Custom	20'	004	2/24/2021	9:53:00 AM	1.52	51.2	1.52	51.2	0.515	85.3	1.02	64
	40'	004	2/24/2021	9:53:00 AM	0.64	36.5	0.64	36.5	0.22	64	0.435	42.6
	60'	004	2/24/2021	9:53:00 AM	0.315	42.6	0.315	42.6	0.095	28.4	0.305	51.2
	80'	004	2/24/2021	9:53:00 AM	0.205	28.4	0.205	28.4	0.08	28.4	0.095	51.2
	100'	004	2/24/2021	9:53:00 AM	0.14	51.2	0.14	51.2	0.08	32	0.105	51.2
	120'	004	2/24/2021	9:53:00 AM	0.175	32	0.175	32	0.12	32	0.15	36.5
	200'	004	2/24/2021	9:53:00 AM	0.055	32	0.055	32	0.04	23.2	0.045	36.5
	300'	004	2/24/2021	9:53:00 AM	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Sweep 5 70% Drive 3x Commander AHV-IV 364 2 - 104hz 18 sec. Tapers - Custom	20'	005	2/24/2021	9:55:00 AM	1.5	51.2	1.5	51.2	0.5	85.3	1.04	64
	40'	005	2/24/2021	9:55:00 AM	0.64	36.5	0.64	36.5	0.225	64	0.44	36.5
	60'	005	2/24/2021	9:55:00 AM	0.31	51.2	0.305	42.6	0.09	28.4	0.31	51.2
	80'	005	2/24/2021	9:55:00 AM	0.205	32	0.205	32	0.08	28.4	0.1	51.2
	100'	005	2/24/2021	9:55:00 AM	0.145	42.6	0.145	42.6	0.08	28.4	0.105	51.2
	120'	005	2/24/2021	9:55:00 AM	0.175	64	0.175	64	0.12	32	0.15	32
	200'	005	2/24/2021	9:55:00 AM	0.055	36.5	0.055	36.5	0.04	23.2	0.04	36.5
	300'	005	2/24/2021	9:55:00 AM	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Sweep 6 70% Drive 3x Commander AHV-IV 364 2 - 104hz 18 sec. Tapers - Custom	20'	006	2/24/2021	9:56:00 AM	1.44	51.2	1.44	51.2	0.495	85.3	1.06	64
	40'	006	2/24/2021	9:56:00 AM	0.62	36.5	0.62	36.5	0.235	64	0.445	32
	60'	006	2/24/2021	9:56:00 AM	0.33	51.2	0.305	42.6	0.095	64	0.33	51.2
	80'	006	2/24/2021	9:56:00 AM	0.205	32	0.205	32	0.08	32	0.105	51.2
	100'	006	2/24/2021	9:56:00 AM	0.15	51.2	0.15	51.2	0.08	32	0.11	51.2
	120'	006	2/24/2021	9:56:00 AM	0.18	28.4	0.18	28.4	0.12	32	0.145	36.5
	200'	006	2/24/2021	9:56:00 AM	0.055	36.5	0.055	36.5	0.04	23.2	0.04	36.5
	300'	006	2/24/2021	9:56:00 AM	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Discussion of Permit to Utilize County Land and Right of Way by Dawson Geophysical





Discussion of Permit to Utilize County Land and Right of Way by Dawson Geophysical

Description	Distance	Number	Date	Time	PPV	PPV Hz	Radial	Radial Hz	Vertical	Vertical Hz	Transverse	Transverse Hz
Sweep 7 35% Drive 3x Commander AHV-IV 364 2 - 104 hz 18 sec. Tapers - Custom	20'	007	2/24/2021	9:58:00 AM	0.82	64	0.82	64	0.165	85.3	0.485	64
	40'	007	2/24/2021	9:58:00 AM	0.265	28.4	0.265	28.4	0.115	51.2	0.205	64
	60'	007	2/24/2021	9:58:00 AM	0.155	51.2	0.14	51.2	0.05	85.3	0.155	51.2
	80'	007	2/24/2021	9:58:00 AM	0.1	28.4	0.1	28.4	0.04	32	0.045	51.2
	100'	007	2/24/2021	9:58:00 AM	0.07	51.2	0.07	51.2	0.04	32	0.05	51.2
	120'	007	2/24/2021	9:58:00 AM	0.115	28.4	0.115	28.4	0.06	32	0.08	32
	200'	007	2/24/2021	9:58:00 AM	0.035	32	0.035	32	0.02	25.6	0.03	36.5
	300'	007	2/24/2021	9:58:00 AM	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

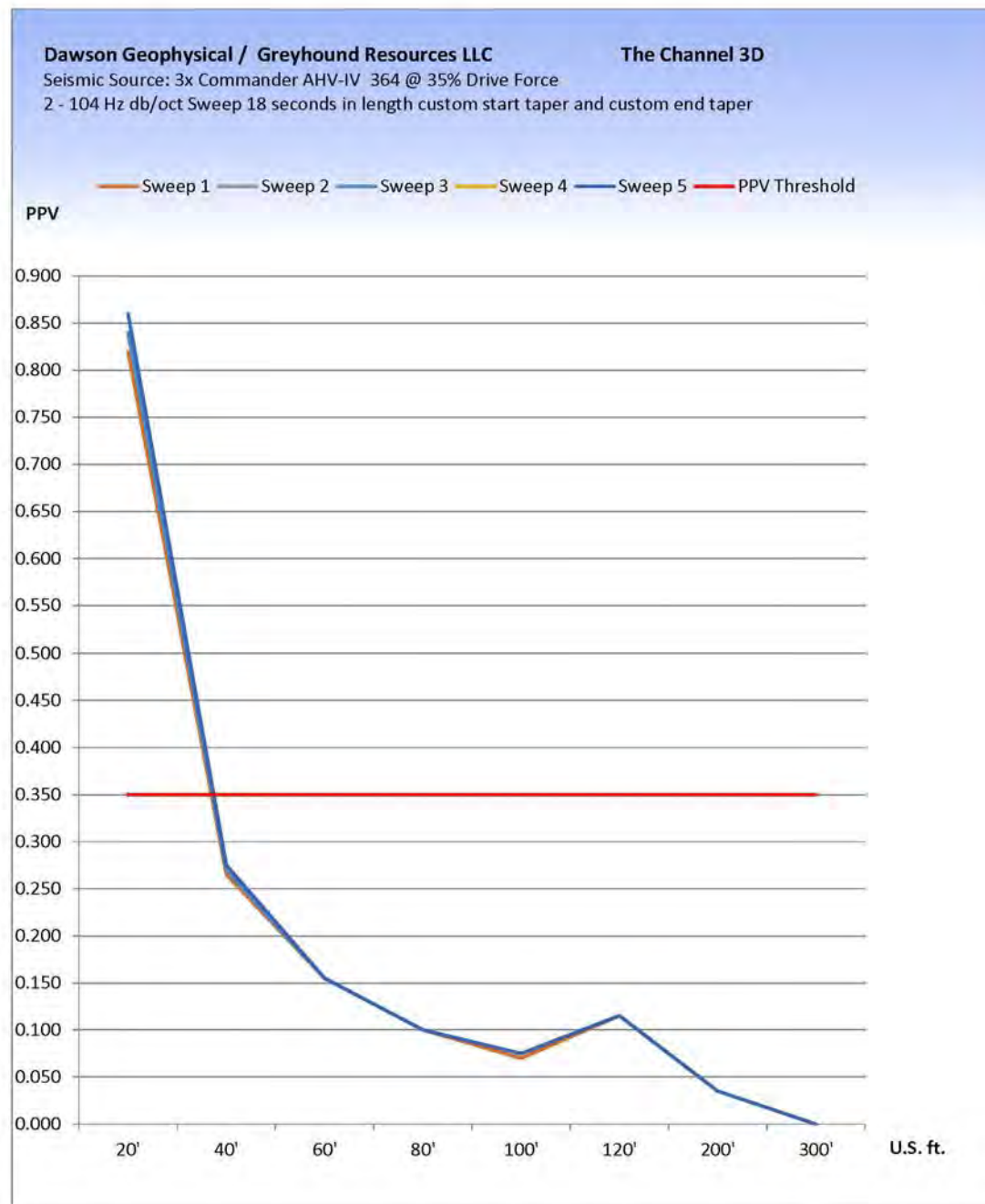
Sweep 8 35% Drive 3x Commander AHV-IV 364 2 - 104hz 18 sec. Tapers - Custom	20'	008	2/24/2021	9:59:00 AM	0.84	51.2	0.84	51.2	0.165	85.3	0.5	64
	40'	008	2/24/2021	9:59:00 AM	0.27	28.4	0.27	28.4	0.115	51.2	0.215	64
	60'	008	2/24/2021	9:59:00 AM	0.155	51.2	0.14	42.6	0.05	85.3	0.155	51.2
	80'	008	2/24/2021	9:59:00 AM	0.1	28.4	0.1	28.4	0.04	32	0.045	64
	100'	008	2/24/2021	9:59:00 AM	0.075	51.2	0.075	51.2	0.04	32	0.05	51.2
	120'	008	2/24/2021	9:59:00 AM	0.115	32	0.115	32	0.06	28.4	0.08	28.4
	200'	008	2/24/2021	9:59:00 AM	0.035	36.5	0.035	36.5	0.02	23.2	0.03	36.5
	300'	008	2/24/2021	9:59:00 AM	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Sweep 9 35% Drive 3x Commander AHV-IV 364 2 - 104hz 18 sec. Tapers - Custom	20'	009	2/24/2021	10:00:00 AM	0.84	51.2	0.84	51.2	0.165	85.3	0.505	64
	40'	009	2/24/2021	10:00:00 AM	0.27	28.4	0.27	28.4	0.115	51.2	0.22	64
	60'	009	2/24/2021	10:00:00 AM	0.155	51.2	0.145	51.2	0.045	32	0.155	51.2
	80'	009	2/24/2021	10:00:00 AM	0.1	28.4	0.1	28.4	0.04	32	0.045	51.2
	100'	009	2/24/2021	10:00:00 AM	0.075	51.2	0.075	51.2	0.04	32	0.05	51.2
	120'	009	2/24/2021	10:00:00 AM	0.115	32	0.115	32	0.06	32	0.08	32
	200'	009	2/24/2021	10:00:00 AM	0.035	36.5	0.035	36.5	0.02	25.6	0.03	36.5
	300'	009	2/24/2021	10:00:00 AM	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Sweep 10 35% Drive 3x Commander AHV-IV 364 2 - 104hz 18 sec. Tapers - Custom	20'	010	2/24/2021	10:01:00 AM	0.86	51.2	0.86	51.2	0.17	85.3	0.515	64
	40'	010	2/24/2021	10:01:00 AM	0.275	28.4	0.275	28.4	0.12	64	0.22	64
	60'	010	2/24/2021	10:01:00 AM	0.155	51.2	0.145	51.2	0.045	32	0.155	51.2
	80'	010	2/24/2021	10:01:00 AM	0.1	32	0.1	32	0.04	32	0.045	51.2
	100'	010	2/24/2021	10:01:00 AM	0.075	51.2	0.075	51.2	0.04	32	0.05	51.2
	120'	010	2/24/2021	10:01:00 AM	0.115	32	0.115	32	0.06	32	0.08	32
	200'	010	2/24/2021	10:01:00 AM	0.035	36.5	0.035	36.5	0.02	23.2	0.03	36.5
	300'	010	2/24/2021	10:01:00 AM	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Sweep 11 35% Drive 3x Commander AHV-IV 364 2 - 104hz 18 sec. Tapers - Custom	20'	011	2/24/2021	10:03:00 AM	0.86	64	0.86	64	0.17	85.3	0.52	64
	40'	011	2/24/2021	10:03:00 AM	0.275	28.4	0.275	28.4	0.12	64	0.225	64
	60'	011	2/24/2021	10:03:00 AM	0.155	51.2	0.145	42.6	0.05	85.3	0.155	51.2
	80'	011	2/24/2021	10:03:00 AM	0.1	28.4	0.1	28.4	0.04	32	0.045	51.2
	100'	011	2/24/2021	10:03:00 AM	0.075	51.2	0.075	51.2	0.04	32	0.05	51.2
	120'	011	2/24/2021	10:03:00 AM	0.115	32	0.115	32	0.06	32	0.08	32
	200'	011	2/24/2021	10:03:00 AM	0.035	32	0.035	32	0.02	25.6	0.03	36.5
	300'	011	2/24/2021	10:03:00 AM	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Discussion of Permit to Utilize County Land and Right of Way by Dawson Geophysical



Discussion of Permit to Utilize County Land and Right of Way by Dawson Geophysical



OBSERVER COVER SHEET

508 WEST WALL ST. SUITE 800
MIDLAND, TX 79701-5010
(432)684-3000 PHONE
(432)684-3030 FAX
dawson3d.com

PROSPECT NAME	The Channel 3D
COUNTY, STATE	Lea Co. New Mexico
CLIENT	Greyhound Resources LLC
JOB NUMBER	10121
CREW NUMBER	44
TRUCK NUMBER	1642
OBSERVERS	Alejandro Flores / Pedro Hernandez
RECORDER PHONE	432-894-7570

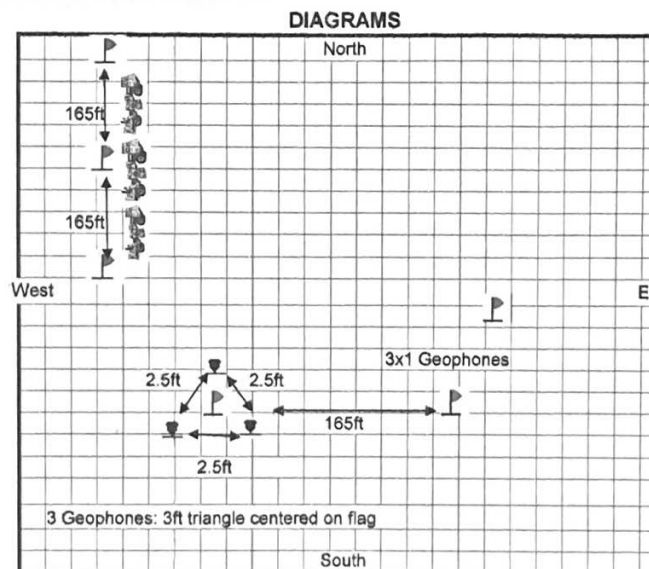
DATE 2/25/21

RECORDING SYSTEM			
INSTRUMENT TYPE	OYO GSR		
TAPE/FILE FORMAT	SEG-D		
TAPE DENSITY	N/A	bpi	
	VIB.	DYN.	
AUX CHANNEL 1	TREF		
AUX CHANNEL 2	TREF		
AUX CHANNEL 3	TREF		
AUX CHANNEL 4	TREF		
AUX CHANNEL 5			
AUX CHANNEL 6			

RECORDING PARAMETERS			
SAMPLE RATE	2	ms	
LOW CUT FILTER/SLOPE	1	hz	6 db
ANTI-ALIAS FREQ/SLOPE	207	hz	461 db
PREAMP GAIN	36	db	
NOISE EDIT TYPE	None In Field		
TAPE DUMP TYPE	Raw		
LISTEN TIME	6	sec	

PROSPECT GEOMETRY	
LINE TYPE	3D
RCV LINE INTERVAL	660 ft
RCV GROUP INTERVAL	165 ft
TOTAL RCV LINES	-
TOTAL RCV GROUPS	-
RCV ORIENTATION	East - West
SRC LINE INTERVAL	660 ft
SRC POINT INTERVAL	165 ft
TOTAL SRC LINES	-
TOTAL SRC POINTS	-
SRC ORIENTATION	North-South

MAXIMUM SPREAD CONFIGURATION			
RECEIVER LINES	48		
RECEIVERS PER LINE	220		
TOTAL ACTIVE RECEIVERS	10,560		



ENERGY SOURCE	
ENERGY SRC TYPE	VIBRATORS
TYPE / MODEL	AHV-IV COMMANDERS
INSTRUMENTS	Force3 - Firmware 30.42
HOLD DOWN WEIGHT	60000 lbs
DRIVE LEVEL	70 %
PHASE LOCK	GROUND FORCE
FORCE CONTROL	FUNDAMENTAL
NUMBER VIB.S	4 SETS OF 3 VIBS
PATTERN	BUMPER TO BUMPER CENTERED ON FLAG
NUM. SWEEPS	1
SWEEP START FREQ.	2 hz
SWEEP END FREQ.	104 hz
SWEEP LENGTH	18 sec
NON LINEARITY	N/A db/oct
START TAPER	Custom ms
END TAPER	Custom ms
DYNAMITE	
DYN. TYPE	
BLASTER TYPE	
CHARGE SIZE	lbs
HOLE DEPTH	ft
PATTERN	
NUM. HOLES	
HOLE SPACING	

REMARKS	
Geophone Polarity = Seg	
Slip Sweep: 6 second slip	
Pocket Adaptors-Orange	
Sourcelink Version 7.5.1.26	
Same Separation 1180' for Slip DM	

GEOPHONES	
TYPE / MODEL	Sm-24
FREQUENCY	10 hz
PATTERN	2.5ft Triangle
PHONES / GROUP	3x1

FSE: Main between
O.D. Alejandro

Delroy Ros Te
Winston Anyanwu - Greyhound Resources

Discussion of Permit to Utilize County Land and Right of Way by Dawson Geophysical



Source Products



AHV-IV™ COMMANDER (PLS-364)

FEATURES

- Accurate weighted-sum ground force estimate
- Stiffer baseplate designed for improved coupling
- Increased force output
- Broad bandwidth
- Lower distortion
- INOVA's Patented Pre-Loaded Stilt Structure prolongs the life of parts
- Simplified Operator Controls
- Improved Operator Visibility
- Certified Roll-Over Protection
- Simplified Hydraulics
- Fewer Hoses & Components
- Articulated, Oscillated Steering



TECHNICAL SPECIFICATIONS - PLS-364 ACTUATOR

Shaker Model:	P-Wave Vibrator; PLS-364	Filtration:	3-micron absolute servo filter;
Peak Force:	275 kN (61,800 lb)		3.5-micron absolute, high and
Piston Area:	132.9 sq cm (20.6 sq in)		low pressure, triple element
Mass Weight:	4,998 kg (11,020 lb)	Accumulators:	2 x 19 L (5 gal); bladder-type
Driven Weight:	2,027 kg (4,469 lb)	Heat Exchanger:	Steel core; multi-wing fan;
Useable Stroke:	9.83 cm (3.87 in)		hydraulically-driven
Frequency Limit:	1 Hz to 250 Hz*	Reservoir:	170 L (45 gal)
Mass Accumulators (2):	3.8 L (1.0 gal.) Servo Manifold	Baseplate Type:	Reinforced rectangular
Lift Stroke:	97 cm (38 in)	Baseplate Area:	2.5 m ² (3,864 in ²)
Balance Method:	Airbags	Baseplate Clearance:	46 cm (18 in) - Tires
Isolation Method:	Airbags	Winch Capacity:	13,608 kg (30,000 lb)
Hydraulic System:	Closed-loop		
Hydraulic System Pumps:	2 x 119 cc (7.25 in ³); Denison P-7		
Servo Valve:	Atlas 240H (with DR modification)		
Pilot Valve:	M00G		

AHV-IV Commander

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INOVA Geophysical
1800 Park Street
Bakersfield, TX 77801
Tel: 806.898.1000
Fax: 806.898.1000
www.inova-geophysical.com



AHV-IV™ COMMANDER (PLS-364)

TECHNICAL SPECIFICATIONS - CHASSIS

Engine:	Detroit Diesel - Series 60, 14 L (425 BHP @ 1,900 RPM) Optional Engine: 500 BHP @ 1900 RPM	Tire Options:	Logger:
Air Cleaner:	Dry-type, 3-stage with pre-cleaner		170 cm x 86 cm x 64 cm (67 in x 34 in x 25 in); 14 ply Super Terra Grip:
Cooling:	Water-cooled radiator to +50° C (+122 °F) for hot climate and -50 °C (-58 °F) for cold climate		167 cm x 109 cm x 64 cm (66 in x 43 in x 25 in); 16 ply; tubeless
Air Compressor:	13 CFM		Sand Tire:
System Warning Device:	Engine shutdown system for low oil pressure, high engine water temperature, and low coolant level		167 cm x 112 cm x 64 cm (66 in x 44 in x 25 in); 16 ply
Fuel Capacity:	757.08 L (200 gal)		Rock Lug:
Drive Pumps:	100 cc (6.1 in ³) with electric displacement control		23.5 x 25; tubeless
Drive Motors:	250 cc (15.25 in ³) variable volume with electronic control for 6 forward and 2 reverse speeds		
Frame:	Solid-steel frame for maximum strength and reliability; 35 articulated; hydraulic power steering; 16.5 oscillation center joint		
Axles:	Inboard planetary axle with enclosed wet disc brakes and differential lock		
Gearboxes:	Single speed		
Cab:	Fabricated-steel construction; high visibility with adjustable driver and passenger seat; two, 3-point shoulder belts; air-conditioning; heater; defroster; wiper; dome light; and side-mounted mirrors		
Electrical:	+24 V start; +12 V run with 110-amp alternator and two, heavy-duty, +12 V, 8D batteries; battery-disconnect switch		

PHYSICAL SPECIFICATIONS

Buggy Length:	10.01 m (400 in)
Buggy Width:	3.4 m (134 in) for 66 x 44 in tires 2.44 m (96 in) for 23.5 x 25 tires
Height (maximum):	3.50 m (138 in) for tires
Wheelbase:	4.77 m (188 in)
Turning radius - inside:	6.93 m (273 in)
Speed:	26 km/hr (16 mph)
Gradeability:	Tires: 60% (31 degrees)
Gross Vehicle Weight:	Minimum 25,968 kg (57,250 lb) Maximum** 29,937 kg (66,000 lb)
Hold-down Weight:	Minimum 22,383 kg (50,350 lb) Maximum** 29,030 kg (64,000 lb)
Front axle Weight:	Minimum 13,789 kg (30,400 lb) Maximum** 15,853 kg (34,950 lb)
Rear axle Weight:	Minimum 12,179 kg (26,850 lb) Maximum** 14,084 kg (31,050 lb)

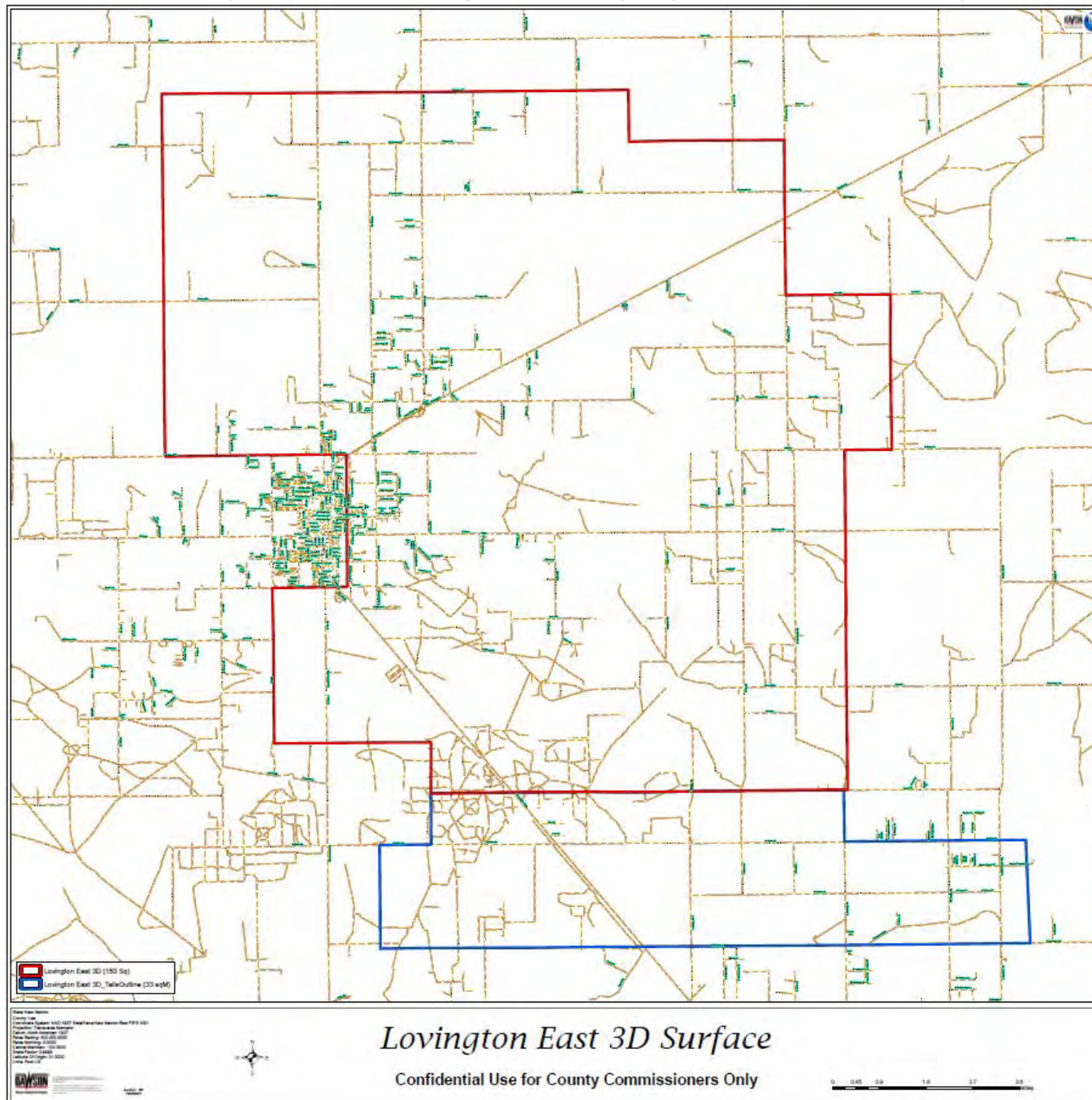
* Max peak force from 5.3 Hz

** Desired weight achieved with removable slide-on frame weight

AHV-IV Commander

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Discussion of Permit to Utilize County Land and Right of Way by Dawson Geophysical



Discussion of Permit to Utilize County Land and Right of Way by Dawson Geophysical

COMMONLY USED AND ACCEPTED BY THE GEOPHYSICAL INDUSTRY

Explosives Energy Source
Charge Size Shown in pounds

	5 or under	6 to 10	11 to 20	21 to 40	41 to 100	Vibroseis
Pipeline less than 6" diameter	100'	140'	190'	230'	290'	50'
Pipeline 6" to 12" diameter	150'	215'	280'	350'	430'	50'
High pressure Gas lines	200'	290'	380'	460'	580'	300'
Telephone line	40'	56'	76'	80'	115'	**
Railroad track or main paved highway	150'	215'	280'	350'	430'	**
Electric power line (shothole not to exceed 200' depth)	TWO TIMES THE HOLE DEPTH					
Water well, buildings, underground cistern	300'	430'	560'	700'	860'	300'

Note: Whenever energy sources are placed closer than these distances, contractors and their clients may want to employ Peak Particle Monitoring.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/15/2021
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.				
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).				
PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA		CONTACT NAME PHONE (A/C No. Ext) (866) 283-7122 FAX (A/C No.) (800) 363-0105 E-MAIL ADDRESS:		
INSURED Dawson Geophysical Company 508 West Wall Street, Suite 800 Midland TX 79701-5010 USA		INSURER(S) AFFORDING COVERAGE INSURER A: Berkley Regional Insurance Company 29580 INSURER B: Berkley National Insurance Company 38911 INSURER C: Tri-State Insurance Company of Minnesota 31003 INSURER D: INSURER E: INSURER F:		
COVERAGES		CERTIFICATE NUMBER: 57008466839		REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested				
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY)
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		EGL004133810	10/01/2020 10/01/2021
				EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ECA 3159112-10	10/01/2020 10/01/2021
				COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED RETENTION \$10,000	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	EUL004133910	10/01/2020 10/01/2021
				EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE / OFFICER / MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	EW315912610	10/01/2020 10/01/2021
				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate Holder is added as a Blanket Additional Insured excluding Workers' Compensation and Employers' Liability as required by written contract but limited to the operations of the Insured under said contract, and always subject to the policy terms, conditions and exclusions.				
CERTIFICATE HOLDER		CANCELLATION		
Lea County Board of Commissioners Attn: Corey Needham 100 N. Main Lovington NM 88260 USA		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>		

Discussion of Permit to Utilize County Land and Right of Way by Dawson Geophysical



July 22nd, 2021



Permit to Conduct Geophysical Operations

Job Name: Lovington East 3D
Job Number: 10721
Permit Number: 4
Permit Agent: Rick Aldridge
Permit Agent #: (432) 238-9871

Lea County, New Mexico
Attn: Corey Needham
100 N. Main
Lovington, NM 88260

Dear County Commissioners,

Dawson Geophysical Company (hereafter called "Contractor") respectfully requests permission to conduct a 3D geophysical survey for and on behalf of **Greyhound Resources, LLC** on lands which you are the acting agent in charge of and/or own the surface, mineral leasehold, mineral interest, or have the surface leased. The property(s) are being described as follows (the "Described Property"):

County Lands described in Exhibit "A" and county roads situated within the Lovington East 3D project outline as depicted in Exhibit "B"

- 1) Contractor will conduct operations in accordance with good standard practices and in a prudent and careful manner.
- 2) The intention of this permit is to cover all surface and mineral interests owned by the Grantor within the Described Property.
- 3) Grantor agrees to permit personnel and equipment designated by the Contractor, its successors and assigns, to enter upon the Described Property to conduct geophysical operations. Contractor's equipment may include unmanned aerial vehicles to monitor quality control of equipment and capture images of Contractor's work area.
- 4) The amount paid to the Grantor as provided herein shall constitute settlement in full for all damages, if any, that may result to Grantor's property(s) as a result of Contractor's normal operations. The Contractor shall further compensate the Grantor for all damages above and beyond normal wear and tear that may have occurred as a result of this geophysical survey.
- 5) Contractor agrees to indemnify and hold Grantor harmless from any personal injury or property damage claims that may result from Contractor's operations on the described property(s).

Dawson Geophysical Company, 508 W. Wall Suite 800, Midland, TX 79701-5010, Phone (432) 684-3000

July 22nd, 2021

6) In the event that the Contractor does not conduct geophysical operations on the Described Property as permitted, Contractor shall not be obligated to make any payment to Grantor.

7) Grantor does hereby declare that he/she has legal authority to sign this permit form with respect to the Described Property.

8) Contractor will ensure that wireless receiver equipment is placed on appropriate road, alley, and/or sidewalk right-of-ways and in locations not to interfere with traffic, the public, or the County's operations. Any vibrator operations to be conducted on county road or road right-of-ways will require professional Peak-Particle-Velocity (PPV) Monitoring.

9) Contractor will only be permitted to conduct operations between the hours of 8:00 AM to 8:00 PM.

10) Grantor will provide Contractor with the contact information of any parties to be contacted and notified prior to operations.

In consideration for this permit covering geophysical operations on the Described Property, Contractor shall make payment to Grantor in the amount of **\$8,928.45** for the total of **\$95.23 gross acres**.

Sincerely,

Rick Aldridge
Permit Agent
Dawson Geophysical Company

The undersigned is authorized to grant permission and hereby grants permission to Dawson Geophysical Company to enter and conduct seismograph field operations on Described Property.

Signature _____

Printed Name _____

Title _____

Date _____

Dawson Geophysical Company, 508 W. Wall Suite 800, Midland, TX 79701-5010, Phone (432) 684-3000

Discussion of Permit to Utilize County Land and Right of Way by Dawson Geophysical

July 22nd, 2021

Exhibit "A"

Job Name: Lovington East
Job #: 10721

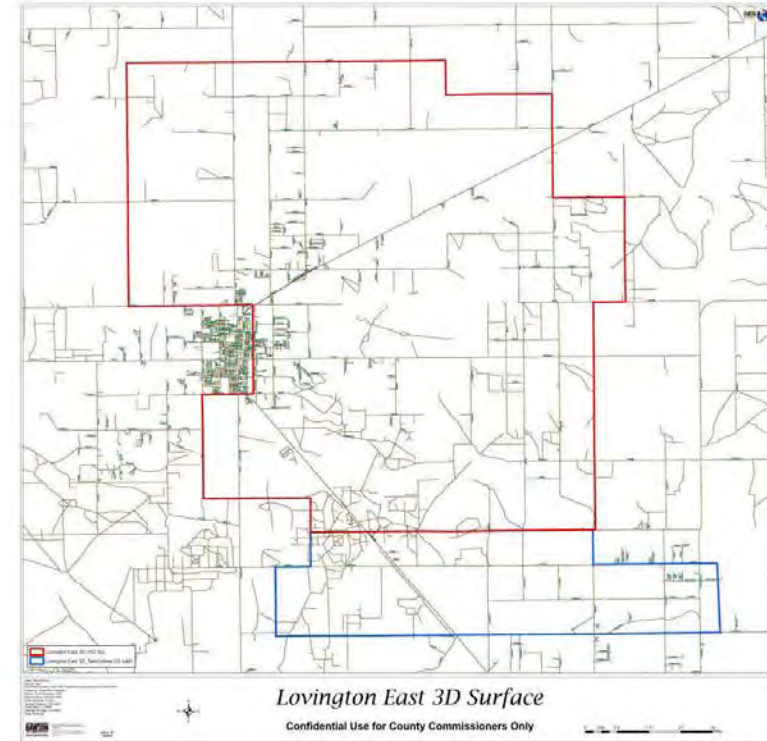
Permit #: 4
Total Gross Acres: 595.23
Total Net Acres: 595.23
Total Due: \$8,928.45

Legal Description	Class	County	St.	U. Int.	Gross	Net	Consideration Per Acre
Sec. 31, Township 14S, Range 36E, 534.45 AC LOC E2 & W2	Fee	LEA	NM	100	534.45	534.45	\$15.00
Sec. 31, Township 14S, Range 36E, 5 AC NW4NE4 SEC 31	Fee	LEA	NM	100	5	5	\$15.00
Sec. 10, Township 16S, Range 36E, 24.65 AC LOC NW4SE4	Fee	LEA	NM	100	24.65	24.65	\$15.00
Sec. 3, Township 16S, Range 36E, 2.06 AC LOC SE4	Fee	LEA	NM	100	2.06	2.06	\$15.00
Sec. 3, Township 16S, Range 36E, 6.82 AC LOC SE4	Fee	LEA	NM	100	6.82	6.82	\$15.00
Sec. 3, Township 16S, Range 36E, 7.15 AC LOC SE4	Fee	LEA	NM	100	7.15	7.15	\$15.00
Sec. 3, Township 16S, Range 36E, 1.57 AC LOC SE4	Fee	LEA	NM	100	1.57	1.57	\$15.00
Sec. 3, Township 16S, Range 36E, 4.73 AC LOC SE4	Fee	LEA	NM	100	4.73	4.73	\$15.00
Sec. 3, Township 16S, Range 36E, 8.80 AC LOC SE4	Fee	LEA	NM	100	8.8	8.8	\$15.00
Total Acres					595.23	595.23	

Dawson Geophysical Company, 508 W. Wall Suite 800, Midland, TX 79701-5010, Phone (432)684-3000

July 22nd, 2021

Exhibit "B"



Dawson Geophysical Company, 508 W. Wall Suite 800, Midland, TX 79701-5010, Phone (432)684-3000

Discussion of Permit to Utilize County Land and Right of Way by Dawson Geophysical



Permit to Conduct Geophysical Operations

Dawson Geophysical Company

LEA COUNTY
100 N MAIN STE 4
LOVINGTON, NM 88260

Date: July 20, 2021
Job Name: Lovington East
Job Number: 10721
Permit #: 4

Permit Agent: Rick Aldridge
Phone: (432)238-9871
Email: rick.aldrige@dawson3d.com

Dear Sir / Madam,

Dawson Geophysical Company (hereafter called "Contractor") respectfully requests permission to conduct a 3D geophysical survey for and on behalf of **Greyhound Resources, LLC** on lands which you are the acting agent in charge of and/or own the surface, mineral leasehold, mineral interest, or have the surface leased. The property(s) located in the following County(s), State(s) are being described as follows:

See Exhibit "A"

- 1) Contractor will conduct operations in accordance with good standard practices and in a prudent and careful manner.
- 2) The undersigned (hereafter called "Grantor") is either an owner or tenant of the described property(s). The intention of this permit is to cover all surface and mineral interests owned by the Grantor within the described property(s) and within the 3D geophysical survey including those lands, rights and interests that may have been inadvertently omitted from the described property(s).
- 3) Grantor agrees to permit personnel and equipment designated by the Contractor, its successors and assigns, to enter upon the lands to conduct geophysical operations. Contractor's equipment may include unmanned aerial vehicles to monitor quality control of equipment and capture images of Contractor's work area.
- 4) The amount paid to the Grantor as provided herein shall constitute settlement in full for all damages, if any, that may result to Grantor's property(s) as a result of Contractor's normal operations. The Contractor shall further compensate the Grantor for all damages above and beyond normal wear and tear that may have occurred as a result of this geophysical survey.
- 5) Contractor agrees to indemnify and hold Grantor harmless from any personal injury or property damage claims that may result from Contractor's operations on the described property(s).
- 6) In the event that the Contractor does not conduct geophysical operations on the described property(s) as permitted, Contractor shall not be obligated to make any payment to Grantor.
- 7) Grantor agrees that if the surface or mineral rights for the described property(s) are owned by others, Grantor will advise Contractor.
- 8) Grantor does hereby declare that he/she has legal authority to sign this permit form and receive payment of permit and damage settlements with respect to the described property(s). By accepting payment, Grantor agrees to assume the responsibility for distributing that portion of the proceeds due to the surface owner, surface tenant and other third parties who claim interest in the property(s).
- 9) Unless otherwise voided by conditions stated herein, this agreement shall survive any lease, sale, trade, or conveyance of property interest described above and made after the execution date of this agreement and will be binding on successors or assigns.
- 10) *This permit in no way conveys any ownership rights in the property and is intended solely as a grant of permission to enter the property to conduct geophysical operations.*

In consideration for this permit covering geophysical operations on the lands described, Contractor shall make payment to Grantor in the amount of **\$8,928.45** for the total of **\$95.23 gross acres**. Any other surface acreage owned by Grantor within the survey to be conducted under this permit discovered after the execution of this permit shall be compensated at the same rate of payment as agreed herein.

Please sign and return one copy of this permit in the enclosed self-addressed envelope.
Sincerely,

Rick Aldridge

Permit Agent for Dawson Geophysical Company

The undersigned is authorized to grant and hereby grants permission to Dawson Geophysical Company to enter and conduct seismograph field operations on lands described above.

Signature _____ Printed Name _____

Date _____ Grantor Phone # _____ Email _____

Number of Locked Gates? _____ Tenant's Name (if any) _____ Tenant's Phone No. _____

The grantor will be required to complete a W-9 form which will be processed with the payment. You are required to provide the name of this payee and the associated Tax Identification Number provided on the W-9 form that corresponds with the records of the Social Security Administration or Internal Revenue Service. The company is obligated to obtain a Federal Tax Identification Number or Social Security number OR withhold twenty-eight percent (28%) of the total payments made.

Dawson Geophysical Company, 508 W. Wall Suite 800, Midland, TX 79701-5010, Phone: (432)684-3005, Toll Free: (800)332-9765, Fax: (432)684-3006

Exhibit "A"

Job Name: Lovington East
Job #: 10721

Permit #: 4
Total Gross Acres: 595.23
Total Net Acres: 595.23
Total Due: \$8,928.45

Job Mode of Operation: If the payment needs to be addressed to anyone other than the name and address identified here, please indicate to whom the payment should be made out to, including any split payments if applicable, along with correct mailing address(es) in an empty space provided below:

Legal Description	Class	County	St.	U. Int.	Gross	Net	Consideration Per Acre
Sec. 31, Township 14S, Range 36E, 534.45 AC LOC E2 & W2	Fee	LEA	NM	100	534.45	534.45	\$15.00
Sec. 31, Township 14S, Range 36E, 5 AC NW4NE4 SEC 31	Fee	LEA	NM	100	5	5	\$15.00
Sec. 10, Township 16S, Range 36E, 24.65 AC LOC NW4SE4	Fee	LEA	NM	100	24.65	24.65	\$15.00
Sec. 3, Township 16S, Range 36E, 2.06 AC LOC SE4	Fee	LEA	NM	100	2.06	2.06	\$15.00
Sec. 3, Township 16S, Range 36E, 6.82 AC LOC SE4	Fee	LEA	NM	100	6.82	6.82	\$15.00
Sec. 3, Township 16S, Range 36E, 7.15 AC LOC SE4	Fee	LEA	NM	100	7.15	7.15	\$15.00
Sec. 3, Township 16S, Range 36E, 1.57 AC LOC SE4	Fee	LEA	NM	100	1.57	1.57	\$15.00
Sec. 3, Township 16S, Range 36E, 4.73 AC LOC SE4	Fee	LEA	NM	100	4.73	4.73	\$15.00
Sec. 3, Township 16S, Range 36E, 8.80 AC LOC SE4	Fee	LEA	NM	100	8.8	8.8	\$15.00
Total Acres					595.23	595.23	

Dawson Geophysical Company, 508 W. Wall Suite 800, Midland, TX 79701-5010, Phone: (432)684-3005, Toll Free: (800)332-9765, Fax: (432)684-3006



**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator ssout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: <p align="center">07/20/2021</p>		SUBMITTED BY Name, Title, Dept: <p>Rick Dawson, Permit Agent, Dawson Geophysical</p>	
SUBJECT: <p>Discussion of Permit to Utilize County Land and Right of Way by Dawson Geophysical</p>		ATTACHMENT(S): <p>None</p>	
NO. OF ORIGINALS FOR SIGNATURE: <p>None</p>		ACTION REQUESTED: <p>Discussion Item</p>	
BUDGET LINE ITEM NUMBER: <p>N/A</p>		FISCAL BUDGET YEAR: <p>N/A</p>	
STRATEGIC PLAN Implementation of 5 Year Strategic Plan: <p>Section 2.3: Continuous communication with the public is beneficial and necessary.</p>			
SUMMARY: <p>Discussion of Permit to Utilize County Land and Right of Way by Dawson Geophysical</p>			
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> If checked, how many: Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other:		See Additional Summary Attached <input type="checkbox"/>	
SUBMITTER'S RECOMMENDATION(S): <p>Discussion Only</p>		Submitter's Signature Department Director, Etc. 	
FINANCE REVIEW Fiscal Impact/Cost:		Reviewed by Finance Director	
LEGAL REVIEW: (Note: Travel does not need legal review)		Reviewed by County Attorney	
COUNTY MANAGER REVIEW:		Approved by County Manager to be Placed on Agenda <small>Digitally signed by Michael P. Gallagher II Date: 2021.07.20 09:51:24 -0600</small>	
Item No. <u>0301</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN			
Approved: _____ Resolution No. _____ Continued To: _____		Denied: _____ Policy No. _____ Referred To: _____	
		Other: <u>Discussion</u> Ordinance No. _____ Comments: _____	



Lea County Financial Report

For the month ending June 30, 2021



Discussion of Lea County's Financial Report (June 2021)

Revenue Versus Expenses By Function For the year ending June 30, 2021

	Budget	Actual
Operations		
Revenues	\$ 57,601,446	\$ 106,052,204
Expenses	\$ 57,831,037	\$ 46,688,985
	\$ (229,591)	\$ 59,363,219
Indigent		
Revenues	\$ 2,580,572	\$ 6,711,034
Expenses	\$ 12,016,000	\$ 8,812,541
	\$ (9,435,428)	\$ (2,101,507)
Capital		
Revenues	\$ 9,195,020	\$ 3,621,915
Expenses	\$ 69,829,282	\$ 20,299,425
	\$ (60,634,262)	\$ (16,677,510)
Trust & Agency		
Revenues	\$ 7,800,450	\$ 7,305,404
Expenses	\$ 7,627,401	\$ 6,116,496
	\$ 173,049	\$ 1,188,908
Totals		
Revenues	\$ 77,177,488	\$ 123,690,557
Expenses	\$ 147,303,720	\$ 81,917,447
	\$ (70,126,232)	\$ 41,773,109



Discussion of Lea County's Financial Report (June 2021)

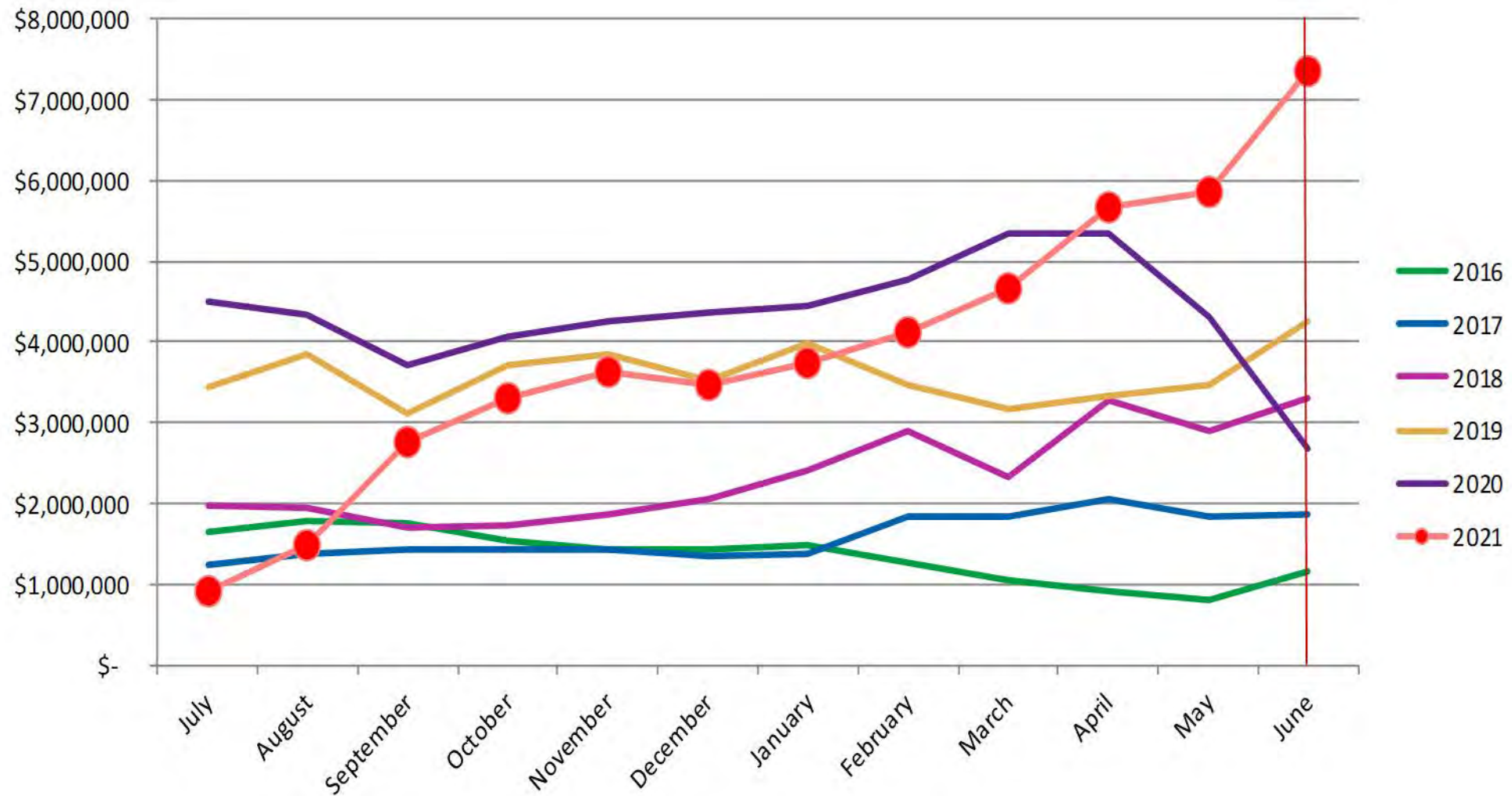
Revenue versus Expenditures By Fund Type For the Year ending June 30, 2021

Fund Type	Revenues	Expenditures	Cash Increase (Decrease)
Unrestricted Funds	\$ 99,163,741	\$ 28,266,640	\$ 70,897,101
Special Revenue Funds	\$ 15,566,952	\$ 33,202,579	\$ (17,635,626)
Designated Funds	\$ 1,654,460	\$ 14,330,427	\$ (12,675,968)
Debt Service Fund	\$ -	\$ -	\$ -
Enterprise Fund	\$ -	\$ 1,305	\$ (1,305)
Trust Funds	\$ 7,305,404	\$ 6,116,496	\$ 1,188,908
Total	\$ 123,690,557	\$ 81,917,447	\$ 41,773,109



Oil & Gas Production Revenue

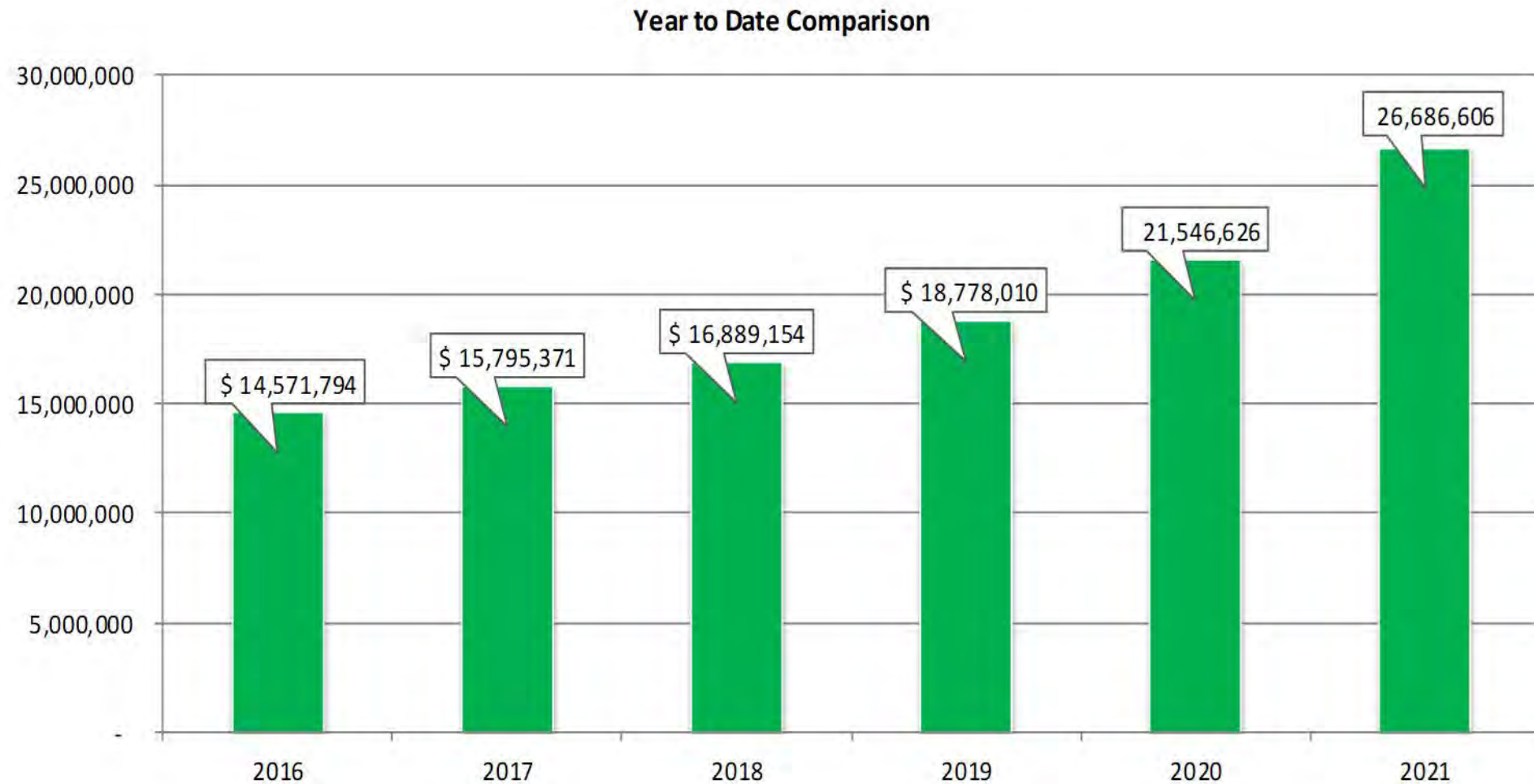
361.7% of Budget - \$47,015,287





Discussion of Lea County's Financial Report (June 2021)

Property Tax Revenue 141.2% of Budget



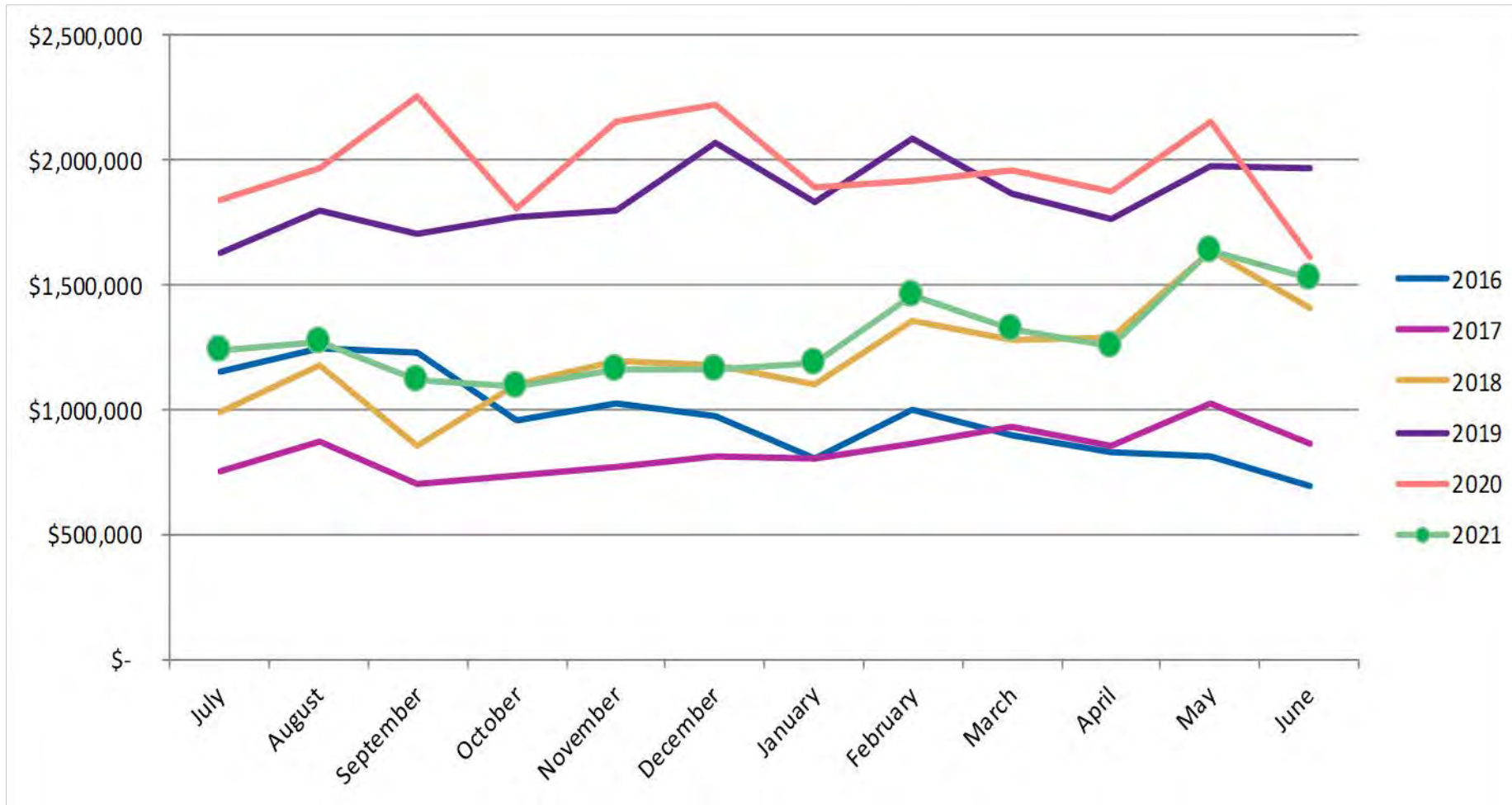


Discussion of Lea County's Financial Report (June 2021)

Gross Receipts Tax – All Sources

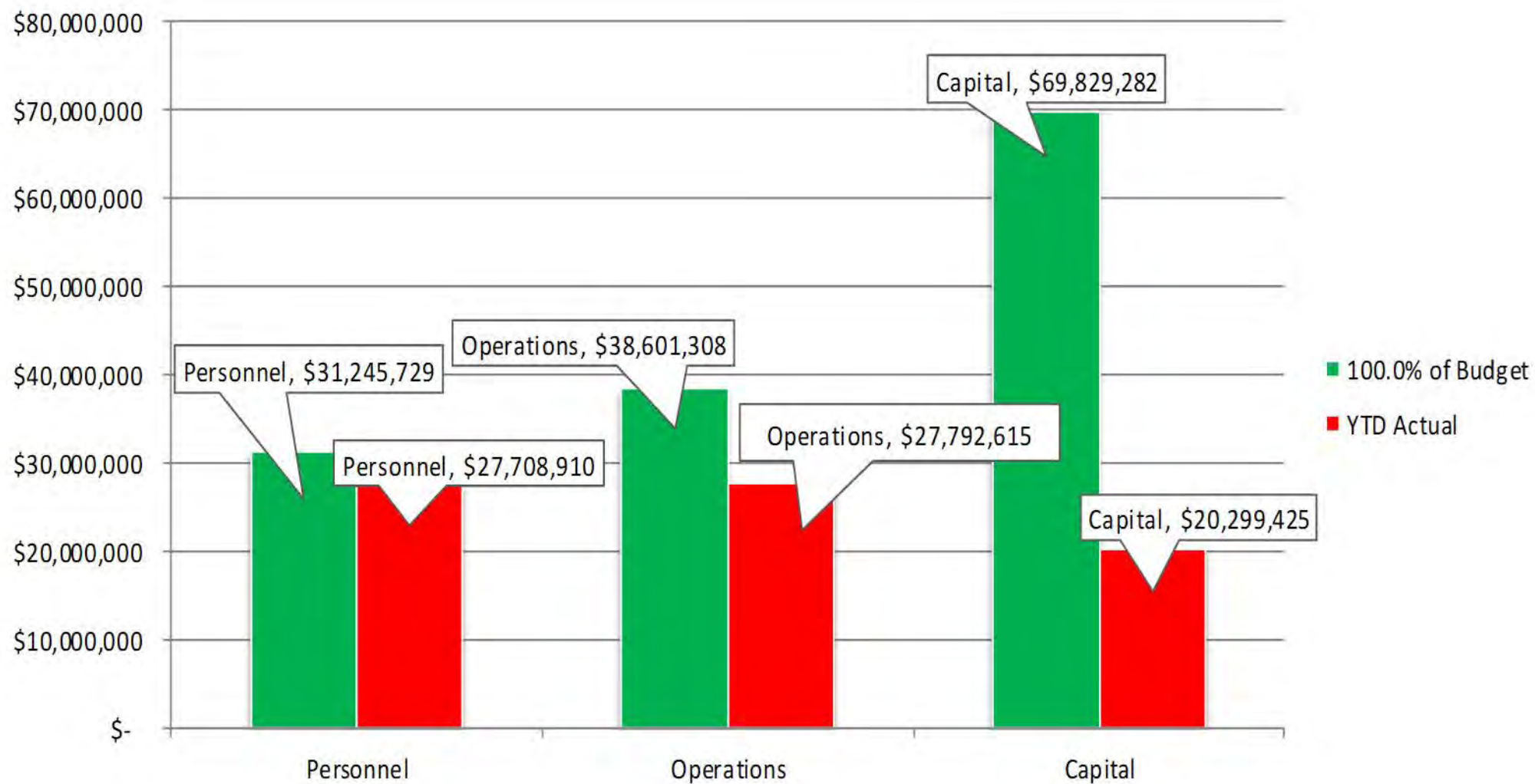
210.4% of Budget

Indigent GRT \$6,710,614 Consolidated GRT \$8,709,352





Expenditures – Year to Date – 54.3%





**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator ssout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 07/15/2021		SUBMITTED BY Name, Title, Dept: Chip Low - Finance Director	
SUBJECT: June 2021 Finance Report		ATTACHMENT(S): 1. June 2021 Finance Report	
NO. OF ORIGINALS FOR SIGNATURE:		ACTION REQUESTED: Discussion Item	
BUDGET LINE ITEM NUMBER: N/A		FISCAL BUDGET YEAR: FY 21	
STRATEGIC PLAN Implementation of 5 Year Strategic Plan: The information in the financial report meets the goals in Section 3.1 accountability which is "Lea County responsible for the public's tax dollars in a fiscally conservative and transparent manner." Performance measures met include 3.1.4			
SUMMARY: Review and discussion of the June 2021 Finance Report.			
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other:		See Additional Summary Attached <input type="checkbox"/>	
SUBMITTER'S RECOMMENDATION(S): Review and discuss		Submitter's Signature Department Director, Etc. Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2021.07.15 16:22:44 -06'00'</small>	
FINANCE REVIEW Fiscal Impact/Cost: There is no financial impact to Lea County with this agenda item.		Reviewed by Finance Director Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2021.07.15 16:23:15 -06'00'</small>	
LEGAL REVIEW: (Note: Travel does not need legal review)		Reviewed by County Attorney	
COUNTY MANAGER REVIEW:		Approved by County Manager to be Placed on Agenda <small>Digitally signed by Michael P. Gallagher II Date: 2021.07.21 13:23:38 -06'00'</small>	
Item No. <u>0302</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN			
Approved: _____ Resolution No. _____ Continued To: _____		Denied: _____ Policy No. _____ Referred To: _____	
		Other: <u>Discussion</u> Ordinance No. _____ Comments: _____	



Finance Department

June 2021

Table of Contents

Section 1: Financial Reports

- **Income Statement**
- **Detailed Revenue & Expenditure Report**
- **Cash Balance Report**
- **Monthly Revenue & Expenditure Report**
- **Net Change by Function**
- **Reconciliation of General Fund Cash to Budgeted Transfers**

Section 2: Activity Reports

- **Accounts Payable**
- **Contract Administration**

Lea County
Revenue vs Expenditures
For the month ending June 30, 2021

County Funds

<u>REVENUES</u>	<u>Budget</u>	<u>Actual</u>	<u>Pct Rec'd</u>	<u>Pct of Yr</u>
Oil and Gas Production & Equip	\$ 18,000,000	\$ 57,424,894	319.0%	100.0%
Property taxes & PILT	\$ 21,794,208	\$ 29,710,671	136.3%	100.0%
Gross receipts tax (all sources)	\$ 7,330,179	\$ 15,419,965	210.4%	100.0%
Grants (all sources)	\$ 13,739,740	\$ 6,129,292	44.6%	100.0%
Care of prisoners (all sources)	\$ 1,933,212	\$ 1,654,277	85.6%	100.0%
Other Revenue	\$ 6,579,699	\$ 6,046,055	91.9%	100.0%
Subtotal County Funds	\$ 69,377,038	\$ 116,385,153	167.8%	100.0%

<u>EXPENDITURES</u>	<u>Budget</u>	<u>Actual</u>	<u>Pct Exp'd</u>	<u>Pct of Yr</u>
Salaries, wages & benefits	\$ 31,245,729	\$ 27,708,911	88.7%	100.0%
Operations	\$ 38,601,308	\$ 27,792,615	72.0%	100.0%
Capital Outlay	\$ 69,829,282	\$ 20,299,425	29.1%	100.0%
Subtotal County Funds	\$ 139,676,319	\$ 75,800,951	54.3%	100.0%

YTD Revenues over Expenditures **\$ 40,584,202**

Trust & Agency Funds

<u>REVENUES/EXPENDITURES</u>	<u>Budget</u>	<u>Actual</u>	<u>Pct Rec'd</u>	<u>Pct of Yr</u>
All Sources	\$ 7,800,450	\$ 7,305,404	93.7%	100.0%
All Expenditures	\$ 7,627,401	\$ 6,116,496	80.2%	100.0%

YTD Revenues over Expenditures **\$ 1,188,908**

All Funds

<u>REVENUES/EXPENDITURES</u>	<u>Budget</u>	<u>Actual</u>	<u>Rec'd/Exp'd</u>	<u>Pct of Yr</u>
Total County Revenues	\$ 77,177,488	\$ 123,690,557	160.3%	100.0%
Total County Expenditures	\$ 147,303,720	\$ 81,917,447	55.6%	100.0%

YTD Revenues over Expenditures **\$ 41,773,109**

All Funds - Beginning Cash 07/01/2020 **\$ 139,480,964**

General Fund - Beginning cash 07/01/2020	103,498,129
General Fund - Revenues over Expenditures	70,897,101
General Fund - Transfers In/(Out)	(24,249,383)
General Fund - Cash Balance as of 06/30/2021	150,145,847

Designated Funds - Beginning Cash 07/01/2020	21,535,667
Designated Funds - Revenues over Expenditures	(30,312,899)
Designated Funds - Transfers In/(Out)	24,249,383
Designated Funds - Cash Balance as of 06/30/2021	15,472,151

Trust and Agency Funds - Beginning Cash 07/01/2020	14,447,168
Trust and Agency Funds - Revenues over Expenditures	1,188,908
Trust and Agency - Transfers In/(Out)	-
Trust and Agency Funds - Cash Balance as of 06/30/2021	15,636,076

All Funds - Cash Balance as of 06/30/2021 **181,254,073**

(Unaudited - for management's use only)

LEA COUNTY, NEW MEXICO
Expenditure Report
Fiscal Year - As of June 30, 2021

FY 2019/2020				FY 2020/2021				
Fund	Final Adjusted Budget	Year to Date Expended	Percentage of Budget Expended	Adjusted Budget	Year to Date Expended	Percentage of Budget Expended	CY vs PY \$ Change	CY vs PY % Change
	12 months	12 months	100% of Yr	12 months	12 months	100% of Yr	Δ	Δ
UNRESTRICTED FUNDS								
(GENERAL, CAPITAL & DETENTION FUNDS)								
Salaries and Benefits	27,446,601	23,774,096	87%	26,303,196	23,618,349	90%	(155,747)	-1%
Operations:								
Community Agency Support	247,000	247,000	100%	225,000	186,762	83%	(60,238)	-24%
Local Government Support	6,450,207	5,952,519	92%	2,009,812	2,001,912	100%	(3,950,607)	-66%
Economic Development	2,148,000	1,479,136	69%	2,052,000	1,646,682	80%	167,546	11%
LCCA	2,018,036	1,849,869	92%	1,710,794	1,430,234	84%	(419,636)	-23%
Other	12,824,793	7,278,461	57%	10,589,689	7,678,877	73%	400,416	6%
Subtotal Operations	23,688,036	16,806,985	71%	16,587,295	12,944,467	78%	(3,862,519)	-23%
Capital Projects and Equipment	49,783,587	6,906,969	14%	39,966,094	6,034,252	15%	(872,717)	-13%
TOTAL UNRESTRICTED FUNDS	100,918,224	47,488,051	47%	82,856,585	42,597,068	51%	(4,890,983)	-10%
RESTRICTED FUNDS								
Special Revenue Funds								
Road	15,999,835	9,948,429	62%	17,232,198	13,415,501	78%	3,467,072	35%
Special Revenue - GRT	16,555,093	13,918,515	84%	12,016,000	8,812,541	73%	(5,105,975)	-37%
Special Revenue - Other	33,372,807	16,530,383	50%	20,395,214	7,519,734	37%	(9,010,649)	-55%
Grants	5,449,757	2,736,993	50%	7,027,888	3,454,803	49%	717,811	26%
Total Special Revenue Funds	71,377,492	43,134,320	60%	56,671,300	33,202,579	59%	(9,931,741)	-23%
Debt Service	7,116,826	5,308,609	75%	-	-	N/A	(5,308,609)	-100%
Enterprise Fund	148,434	624	0%	148,434	1,305	1%	680	109%
Funds Held In Trust	7,980,514	6,734,462	84%	7,627,401	6,116,496	80%	(617,966)	-9%
TOTAL RESTRICTED FUNDS	86,623,266	55,178,015	64%	64,447,135	39,320,380	61%	(15,857,636)	-29%
TOTAL ALL FUNDS	187,541,490	102,666,066	55%	147,303,720	81,917,447	56%	(20,748,618)	-20%

(Unaudited - for management's use only)

LEA COUNTY, NEW MEXICO
Revenue Report
Fiscal Year - As of June 30, 2021

FY 2019/2020

FY 2020/2021

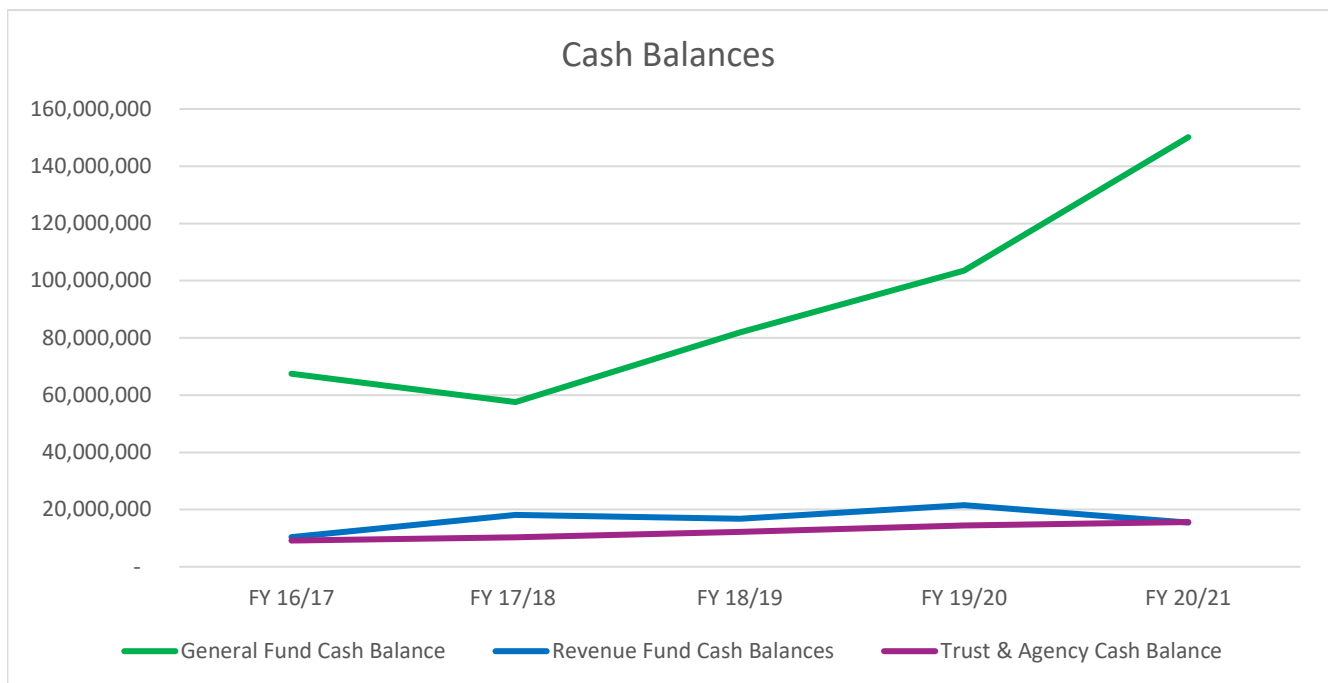
Fund	Final Budget	Year to Date Received	Percentage of Budget Collected	Percentage of Budget		CY vs PY \$ Change	CY vs PY % Change
				Budget	Year to Date Received		
	12 months	12 months	100% of Yr	12 months	12 months	100% of Yr	
UNRESTRICTED FUNDS							
(GENERAL, CAPITAL & DETENTION FUNDS)							
Tax Revenue							
Oil and Gas Production	34,781,534	52,179,468	150%	13,000,000	47,015,287	362%	(5,164,180)
Oil and Gas Equipment	5,942,811	8,403,936	141%	5,000,000	10,409,607	208%	2,005,670
Property Tax- Current	20,126,693	20,858,598	104%	18,199,889	25,286,518	139%	4,427,920
Property Tax - Delinquent	500,000	688,028	138%	694,319	1,400,087	202%	712,060
Motor Vehicle Tax	250,000	262,098	105%	125,000	296,901	238%	34,803
PILT - Federal and Local	3,600,000	3,026,191	84%	2,900,000	3,024,065	104%	(2,126)
Subtotal tax revenue	65,201,038	85,418,319	131%	39,919,208	87,432,466	219%	2,014,147
Sales, Services, Activities Revenue							
Detention	2,156,212	1,419,249	66%	1,933,212	1,654,277	86%	235,028
Fairgrounds	-	-	N/A	-	-	N/A	-
Event Center	-	-	N/A	-	-	N/A	-
Subtotal Sales, Services, Activities	2,156,212	1,419,249	66%	1,933,212	1,654,277	86%	235,028
Grants							
Federal	-	33,683	N/A	37,397	28,434	76%	(5,249)
State	1,100,000	100,000	9%	2,027,965	64,966	3%	(35,034)
Other	-	-	N/A	-	-	N/A	-
Subtotal Grants	1,100,000	133,683	12%	2,065,362	93,399	5%	(40,283)
Other	2,421,712	3,326,131	137%	7,406,143	11,638,059	157%	8,311,928
TOTAL UNRESTRICTED FUNDS	70,878,962	90,297,381	127%	51,323,925	100,818,201	196%	10,520,819
Net Transfers	-	(21,072,705)		-	(11,049,383)	N/A	10,023,322
After Transfers	70,878,962	69,224,676	98%	51,323,925	89,768,817	175%	20,544,141
RESTRICTED FUNDS							
Special Revenue Funds							
Special Revenue - GRT	10,371,250	14,388,630	139%	2,580,072	6,710,614	260%	(7,678,016)
Special Revenue - Other	3,734,410	4,007,204	107%	3,798,663	2,825,951	74%	(1,181,253)
Grants	13,291,668	4,923,128	37%	11,674,378	6,030,388	52%	1,107,260
Total Special Revenue Funds	27,397,328	23,318,962	85%	18,053,113	15,566,952	86%	(7,752,009)
Net Transfers	-	21,072,705	N/A	-	16,004,730	N/A	(5,067,975)
After Transfers	27,397,328	44,391,667	162%	18,053,113	31,571,682	175%	(12,819,985)
Debt Service GRT	6,803,000	9,263,955	136%	-	-	N/A	(9,263,955)
Net Transfers	-	-	N/A	-	(4,955,346)	N/A	(4,955,346)
After Transfers	6,803,000	9,263,955	136%	-	(4,955,346)	N/A	(14,219,301)
Enterprise Fund	-	-	N/A	-	-	N/A	-
Net Transfers	-	-	N/A	-	-	N/A	-
After Transfers	-	-	N/A	-	-	N/A	-
Funds Held In Trust	8,644,935	8,993,743	104%	7,800,450	7,305,404	94%	(1,688,339)
Net Transfers	-	-	N/A	-	-	N/A	-
After Transfers	8,644,935	8,993,743	104%	7,800,450	7,305,404	94%	(1,688,339)
TOTAL RESTRICTED FUNDS	42,845,263	41,576,659	97%	25,853,563	22,872,356	88%	(18,704,303)
Net Transfer	-	21,072,705	N/A	-	11,049,383	N/A	(10,023,322)
After Transfers	42,845,263	62,649,364	146%	25,853,563	33,921,739	131%	(28,727,625)
TOTAL ALL FUNDS	113,724,225	131,874,041	116%	77,177,488	123,690,557	160%	(8,183,484)

(Unaudited - for management's use only)

Cash Balances

June 30, 2021

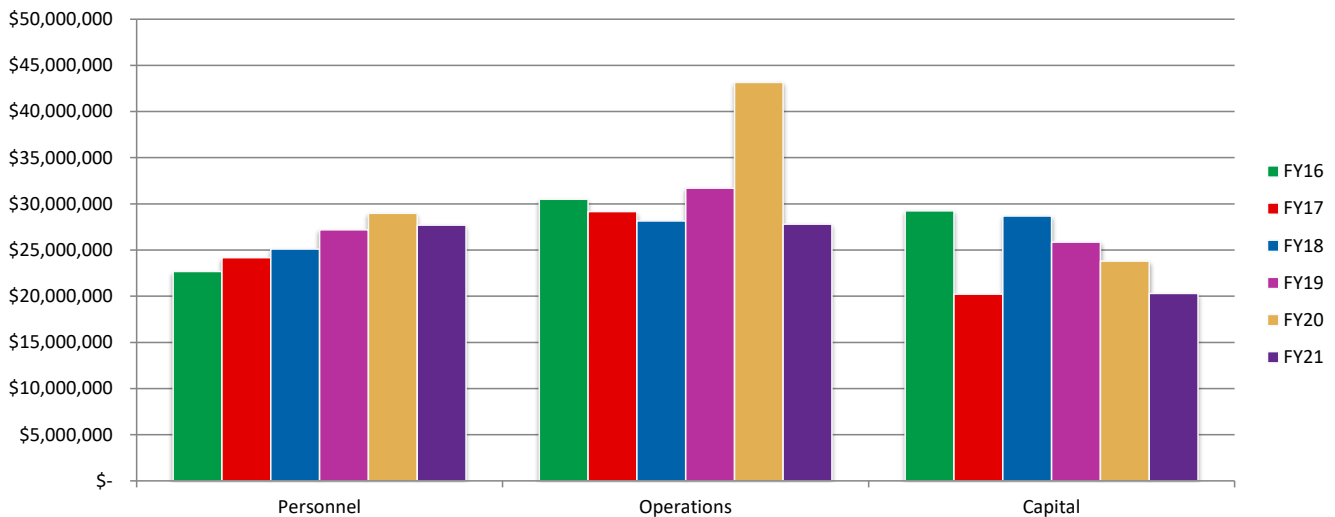
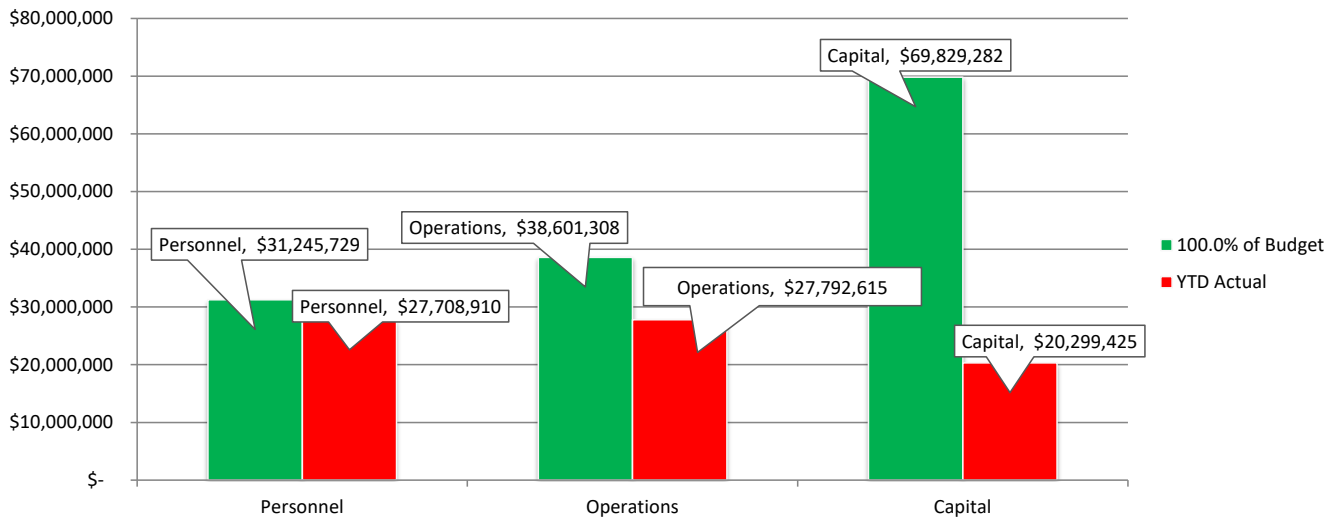
	-----Year End Balance-----				YTD
	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21
General Fund Cash Balance	67,453,016	57,567,197	81,893,389	103,498,129	150,145,847
Revenue Fund Cash Balances	10,369,770	18,085,389	16,765,300	21,535,667	15,472,151
Trust & Agency Cash Balance	9,170,828	10,318,186	12,187,887	14,447,168	15,636,076
Cash Balance	<u>86,993,614</u>	<u>85,970,771</u>	<u>110,846,576</u>	<u>139,480,964</u>	<u>181,254,073</u>



(Unaudited - for management's use only)

Lea County
General, Capital, Detention, Special Revenue, and Enterprise Fund Expenditures FY21

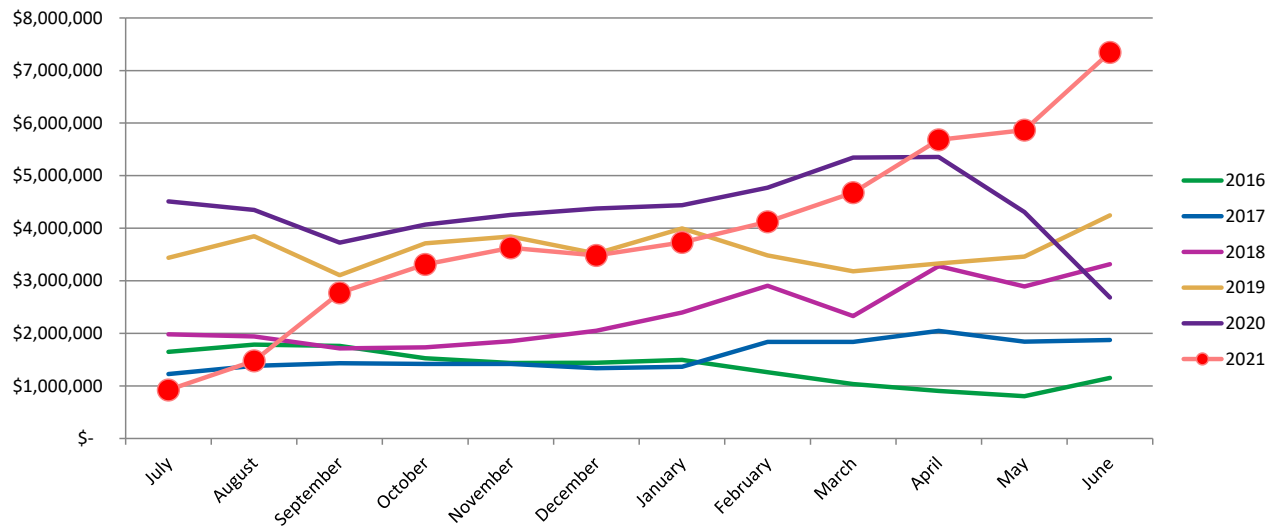
	Historical Data								
	Personnel	% Expn'd	Operations	% Expn'd	Capital	% Expn'd	Total	% Expn'd	% of Yr
Budget	\$ 31,245,729	100%	\$ 38,601,308	100%	\$ 69,829,282	100%	\$ 139,676,319	100%	100%
July	2,155,773	6.9%	2,484,248	6.4%	1,317,279	1.9%	5,957,299	4.3%	8.3%
August	2,138,502	6.8%	1,104,493	2.9%	571,780	0.8%	3,814,776	7.0%	16.7%
September	2,582,120	8.3%	3,410,158	8.8%	1,350,896	1.9%	7,343,175	12.3%	25.0%
October	2,501,079	8.0%	771,451	2.0%	1,162,309	1.7%	4,434,840	15.4%	33.3%
November	2,229,129	7.1%	1,446,689	3.7%	2,139,023	3.1%	5,814,840	19.6%	41.7%
December	2,293,087	7.3%	2,756,056	7.1%	1,885,725	2.7%	6,934,868	24.6%	50.0%
January	2,218,905	7.1%	2,748,004	7.1%	1,107,964	1.6%	6,074,873	28.9%	58.3%
February	2,144,509	6.9%	983,897	2.5%	1,428,197	2.0%	4,556,603	32.2%	66.7%
March	2,159,623	6.9%	3,735,602	9.7%	2,538,217	3.6%	8,433,442	38.2%	75.0%
April	2,807,276	9.0%	1,846,937	4.8%	475,100	0.7%	5,129,313	41.9%	83.3%
May	2,122,895	6.8%	1,279,808	3.3%	4,164,512	6.0%	7,567,215	47.3%	91.7%
June	2,356,011	7.5%	5,225,271	13.5%	2,158,422	3.1%	9,739,705	54.3%	100.0%
Total	\$ 27,708,910	88.7%	\$ 27,792,615	72.0%	\$ 20,299,425	29.1%	\$ 75,800,951	54.3%	100.0%
Remaining Budget	\$ 3,536,819	11.3%	\$ 10,808,693	28.0%	\$ 49,529,857	70.9%	\$ 63,875,368	45.7%	0.0%



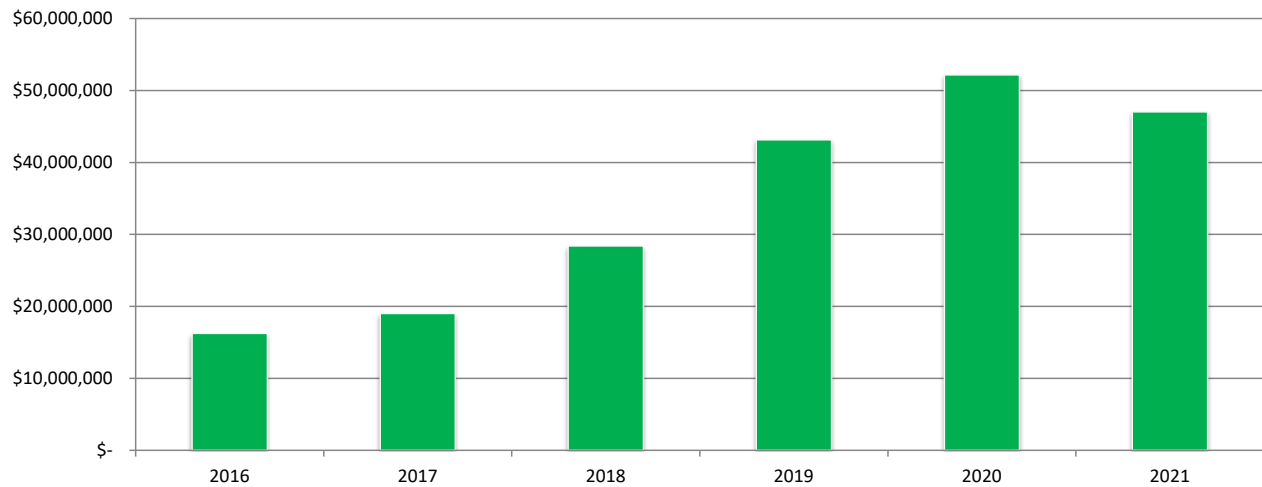
(Unaudited - for management's use only)

**Lea County
Oil and Gas Production Revenue
Historical Data**

													% Inc/Dec From PY	% of Bdgt Collected	% of Yr
	2016	2017	2018	2019	2020	2021									
July	\$ 1,649,487	\$ 1,225,981	\$ 1,979,953	\$ 3,438,399	\$ 4,508,878	\$ 923,543							-79.5%	7.1%	8.3%
August	1,785,885	1,384,390	1,940,661	3,848,188	4,347,846	1,477,448							-66.0%	18.5%	16.7%
September	1,759,423	1,433,817	1,713,785	3,106,645	3,726,079	2,769,892							-25.7%	39.8%	25.0%
October	1,527,798	1,418,544	1,732,992	3,713,028	4,067,244	3,310,171							-18.6%	65.2%	33.3%
November	1,438,393	1,416,787	1,852,128	3,842,449	4,254,014	3,625,145							-14.8%	93.1%	41.7%
December	1,439,692	1,335,927	2,047,167	3,520,439	4,376,338	3,480,388							-20.5%	119.9%	50.0%
January	1,492,942	1,363,143	2,395,094	3,997,636	4,437,374	3,730,604							-15.9%	148.6%	58.3%
February	1,260,020	1,839,019	2,906,976	3,481,268	4,772,121	4,124,703							-13.6%	180.3%	66.7%
March	1,037,179	1,838,495	2,328,432	3,180,635	5,345,772	4,676,367							-12.5%	216.3%	75.0%
April	904,652	2,047,173	3,280,064	3,327,836	5,355,595	5,683,031							6.1%	260.0%	83.3%
May	804,433	1,842,600	2,893,372	3,459,611	4,306,172	5,868,796							36.3%	305.2%	91.7%
June	1,153,619	1,871,304	3,315,521	4,244,890	2,682,034	7,345,199							173.9%	361.7%	100.0%
Total	\$ 16,253,522	\$ 19,017,180	\$ 28,386,145	\$ 43,161,023	\$ 52,179,468	\$ 47,015,287							-9.9%	361.7%	100.0%



Year to Date Comparison

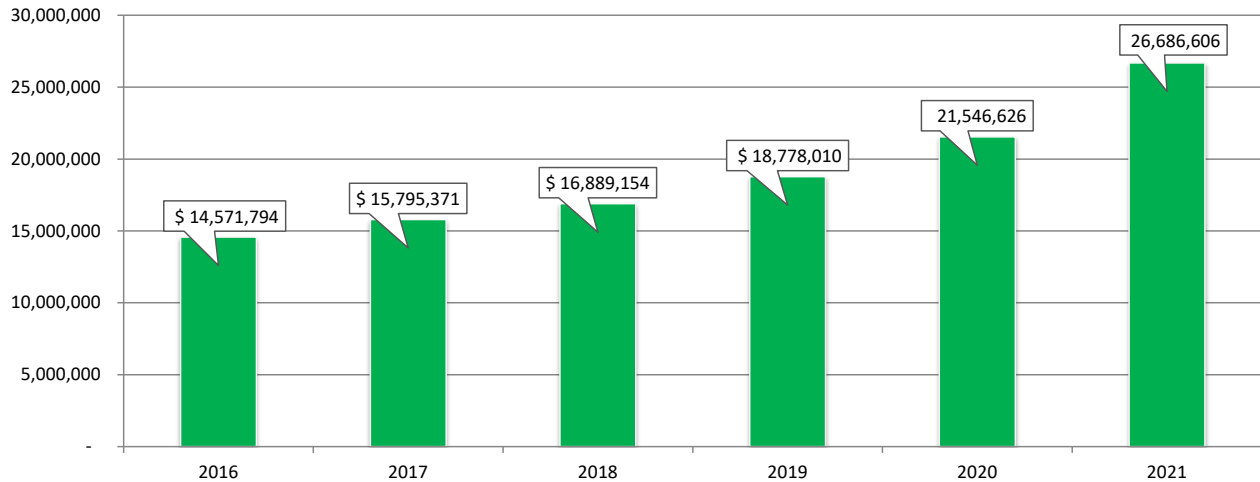


(Unaudited - for management's use only)

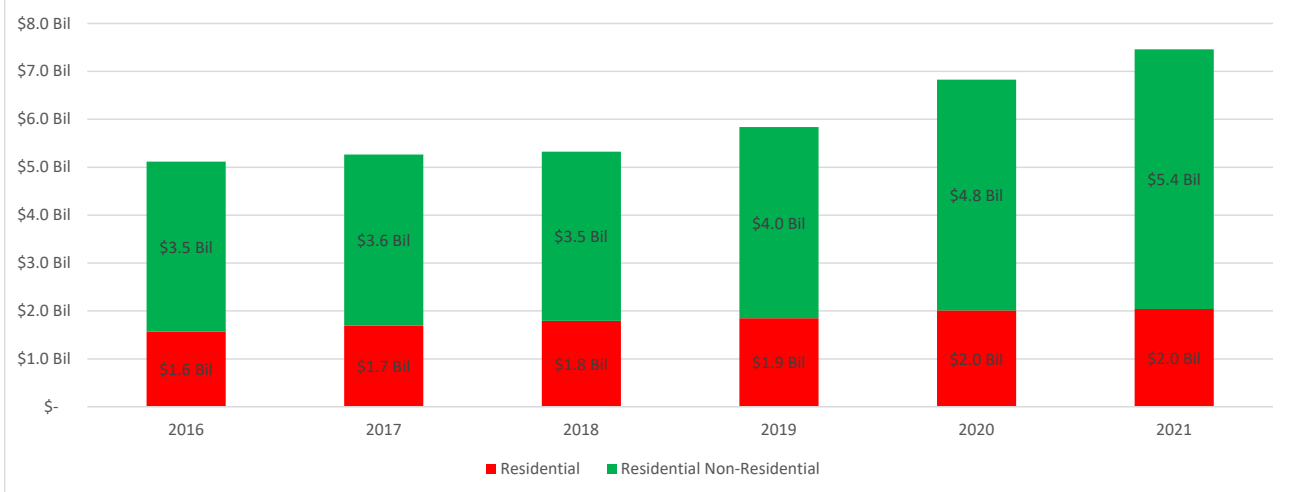
Lea County
Current and Delinquent Property Tax Revenue
Historical Data

	2016		2017		2018		2019		2020		2021		% Inc/Dec From PY	% of Bdgt Collected	% of Yr
July	\$	11,987	\$	427,035	\$	101,431	\$	64,340	\$	52,478	\$	114,071	117.4%	0.6%	8.3%
August		267,251		41,097		40,900		33,251		30,669	\$	39,308	28.2%	0.8%	16.7%
September		27,502		57,744		41,474		246,582		50,584	\$	22,620	-55.3%	0.9%	25.0%
October		1,190,284		218,382		20,639		1,431,326		1,268,167	\$	1,527,383	20.4%	9.0%	33.3%
November		4,472,198		3,830,294		5,227,938		4,424,706		4,322,658	\$	6,204,438	43.5%	41.9%	41.7%
December		3,212,368		5,564,969		5,530,394		6,220,260		8,413,696	\$	8,158,864	-3.0%	85.0%	50.0%
January		409,170		364,733		528,616		96,790		342,356	\$	520,716	52.1%	87.8%	58.3%
February		165,512		186,903		370,880		181,942		428,258	\$	142,032	-66.8%	88.5%	66.7%
March		610,939		317,829		249,748		632,227		446,009	\$	374,546	-16.0%	90.5%	75.0%
April		1,741,097		2,301,310		2,335,477		1,167,332		1,887,204	\$	3,209,206	70.1%	107.5%	83.3%
May		2,233,582		2,288,911		2,199,729		3,839,165		2,983,221	\$	5,577,600	87.0%	137.0%	91.7%
June		229,902		196,164		241,927		440,088		1,321,325	\$	795,825	-39.8%	141.2%	100.0%
Total	\$	14,571,794	\$	15,795,371	\$	16,889,154	\$	18,778,010	\$	21,546,626	\$	26,686,606	23.9%	141.2%	100.0%

Year to Date Comparison



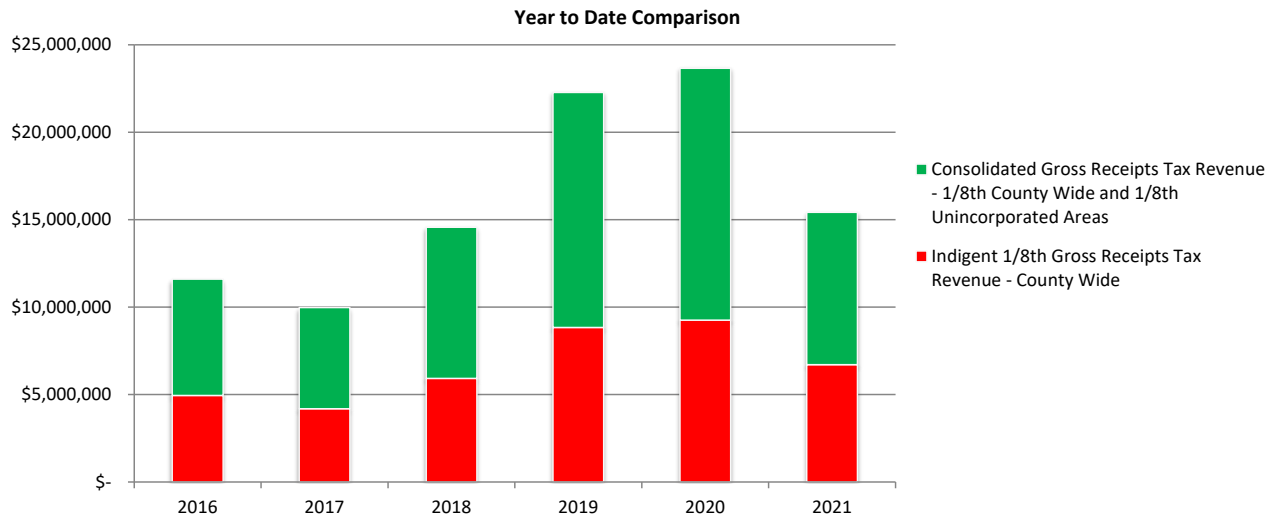
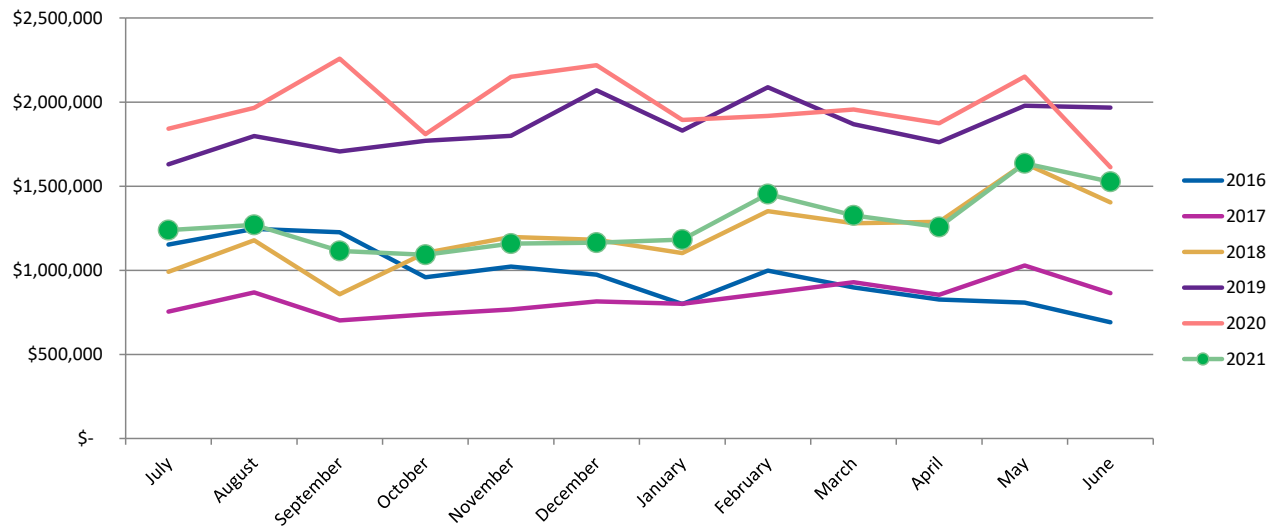
Property Valuations



(Unaudited - for management's use only)

Lea County
GRT Combined Revenue - All Levies
Historical Data

							% Inc/Dec From PY	% of Bdgt Collected	% of Yr
	2016	2017	2018	2019	2020	2021			
July	\$ 1,152,984	\$ 753,911	\$ 990,726	\$ 1,629,978	\$ 1,841,775	\$ 1,239,309	-32.7%	16.9%	8.3%
August	1,246,139	868,366	1,177,793	1,798,282	1,965,414	1,269,807	-35.4%	34.2%	16.7%
September	1,226,488	701,932	857,431	1,706,375	2,257,982	1,115,020	-50.6%	49.4%	25.0%
October	958,779	737,111	1,103,598	1,770,490	1,809,458	1,092,199	-39.6%	64.3%	33.3%
November	1,021,528	766,360	1,197,757	1,799,119	2,150,621	1,159,145	-46.1%	80.2%	41.7%
December	974,360	814,291	1,180,361	2,070,127	2,218,667	1,164,521	-47.5%	96.0%	50.0%
January	799,576	800,348	1,102,014	1,830,726	1,894,344	1,182,691	-37.6%	112.2%	58.3%
February	998,031	864,312	1,351,752	2,088,110	1,917,700	1,453,468	-24.2%	132.0%	66.7%
March	898,371	928,345	1,279,648	1,868,373	1,955,605	1,325,484	-32.2%	150.1%	75.0%
April	826,566	853,881	1,287,811	1,761,940	1,874,531	1,256,776	-33.0%	167.2%	83.3%
May	808,081	1,028,343	1,635,261	1,978,629	2,152,111	1,635,568	-24.0%	189.5%	91.7%
June	690,827	863,464	1,404,137	1,967,213	1,612,776	1,525,979	-5.4%	210.4%	100.0%
Total	\$ 11,601,730	\$ 9,980,663	\$ 14,568,289	\$ 22,269,360	\$ 23,650,984	\$ 15,419,965	-34.8%	210.4%	100.0%



(Unaudited - for management's use only)

Historical Data

									%		
									Inc/Dec	% of Bdgt	
	2016	2017	2018	2019	2020	2021			From PY	Collected	% of Yr
July	\$ 496,667	\$ 317,756	\$ 409,770	\$ 654,572	\$ 728,032	\$ 496,881			-31.8%	19.9%	8.3%
August	532,945	373,126	480,527	725,078	773,175	504,135			-34.8%	40.0%	16.7%
September	534,997	291,608	346,434	679,100	921,553	446,735			-51.5%	57.9%	25.0%
October	397,081	309,027	452,070	703,865	722,129	432,400			-40.1%	75.2%	33.3%
November	438,689	328,850	489,253	712,667	846,510	476,499			-43.7%	94.3%	41.7%
December	413,722	342,532	476,940	817,486	857,813	461,347			-46.2%	112.7%	50.0%
January	342,160	338,069	456,077	727,509	742,841	463,720			-37.6%	131.3%	58.3%
February	419,748	367,369	551,247	829,711	742,154	567,655			-23.5%	154.0%	66.7%
March	377,245	382,534	514,767	742,747	753,483	654,104			-13.2%	180.1%	75.0%
April	359,784	352,099	521,301	695,724	722,193	628,368			-13.0%	205.3%	83.3%
May	344,878	426,178	654,693	778,587	827,774	816,540			-1.4%	237.9%	91.7%
June	292,078	356,847	566,849	771,516	624,698	762,229			22.0%	268.4%	100.0%
Total	\$ 4,949,995	\$ 4,185,993	\$ 5,919,928	\$ 8,838,562	\$ 9,262,354	\$ 6,710,614			-27.5%	268.4%	100.0%

Historical Data

								%		
								Inc/Dec	% of Bdgt	
	2016	2017	2018	2019	2020	2020	2020	From PY	Collected	% of Yr
July	\$ 656,317	\$ 436,155	\$ 580,956	\$ 975,406	\$ 1,113,743	\$ 742,428		-33.3%	19.8%	8.3%
August	713,194	495,239	697,266	1,073,204	1,192,239	\$ 765,671		-35.8%	40.2%	16.7%
September	691,491	410,324	510,997	1,027,275	1,336,429	\$ 668,285		-50.0%	58.0%	25.0%
October	561,698	428,084	651,527	1,066,625	1,087,329	\$ 659,799		-39.3%	75.6%	33.3%
November	582,840	437,511	708,504	1,086,452	1,304,111	\$ 682,646		-47.7%	93.8%	41.7%
December	560,638	471,758	703,421	1,252,641	1,360,854	\$ 703,174		-48.3%	112.6%	50.0%
January	457,415	462,279	645,938	1,103,216	1,151,503	\$ 718,971		-37.6%	131.8%	58.3%
February	578,283	496,943	800,506	1,258,398	1,175,547	\$ 885,813		-24.6%	155.4%	66.7%
March	521,126	545,811	764,881	1,125,626	1,202,122	\$ 671,380		-44.2%	173.3%	75.0%
April	466,782	501,782	766,510	1,066,215	1,152,338	\$ 628,407		-45.5%	190.0%	83.3%
May	463,202	602,166	980,568	1,200,042	1,324,337	\$ 819,028		-38.2%	211.9%	91.7%
June	398,749	506,618	837,288	1,195,697	988,078	\$ 763,749		-22.7%	232.2%	100.0%
Total	\$ 6,651,735	\$ 5,794,670	\$ 8,648,361	\$ 13,430,798	\$ 14,388,630	\$ 8,709,352		-39.5%	232.2%	100.0%

Net Change By Function

	Budget	Actual
Operations		
Revenues	\$ 57,601,446	\$ 106,052,204
Expenses	\$ 57,831,037	\$ 46,688,985
	<u>\$ (229,591)</u>	<u>\$ 59,363,219</u>
Indigent		
Revenues	\$ 2,580,572	\$ 6,711,034
Expenses	\$ 12,016,000	\$ 8,812,541
	<u>\$ (9,435,428)</u>	<u>\$ (2,101,507)</u>
Capital		
Revenues	\$ 9,195,020	\$ 3,621,915
Expenses	\$ 69,829,282	\$ 20,299,425
	<u>\$ (60,634,262)</u>	<u>\$ (16,677,510)</u>
Trust & Agency		
Revenues	\$ 7,800,450	\$ 7,305,404
Expenses	\$ 7,627,401	\$ 6,116,496
	<u>\$ 173,049</u>	<u>\$ 1,188,908</u>
Totals		
Revenues	\$ 77,177,488	\$ 123,690,557
Expenses	\$ 147,303,720	\$ 81,917,447
	<u>\$ (70,126,232)</u>	<u>\$ 41,773,109</u>

Fund Type	Revenues		Expenditures		Cash Increase (Decrease)
Unrestricted Funds	\$	99,163,741	\$	28,266,640	\$ 70,897,101
Special Revenue Funds	\$	15,566,952	\$	33,202,579	\$ (17,635,626)
Designated Funds	\$	1,654,460	\$	14,330,427	\$ (12,675,968)
Debt Service Fund	\$	-	\$	-	\$ -
Enterprise Fund	\$	-	\$	1,305	\$ (1,305)
Trust Funds	\$	7,305,404	\$	6,116,496	\$ 1,188,908
Total	\$	123,690,557	\$	81,917,447	\$ 41,773,109

LEA COUNTY NEW MEXICO
Recap of General Fund Cash Balance and Commitments
As of June 30, 2021

General Fund Cash Balance -June 30, 2021	\$ 150,145,847
Less: 3/12ths reserve of General Fund Budget	\$ (7,938,517)
Less: Operations Reserve (1 year General Fund budget)	\$ (31,754,068)
Less: Capital Reserve (15% of Capital Budget)	\$ (10,559,322)
Less: Mandated Transfers - SB268	<u>\$ (5,899,552)</u>
Total Discretionary Cash Available	<u>\$ 93,994,388</u>
Budgeted Cash Transfers Out:	
Net of YTD Actual Transfers	
Road Fund	\$ (34,952)
Farm & Range	\$ (25,000)
Community Centers	\$ (171,571)
Knowles Fire Department	\$ (5,700)
Airport Fire Department	\$ (130,000)
Monument Fire Department	\$ (30,000)
Detention Facility	\$ (5,500,000)
Capital Projects	\$ (25,400,755)
Misdemeanor Compliance	\$ (35,000)
Lea Regional Airport	\$ (2,660,000)
Lovington Airport	\$ (250,000)
Jal Airport	\$ (175,000)
Lea County Fairgrounds	\$ 200,000
Lea County Fair & Rodeo	\$ (300,000)
Lea County Event Center	\$ (350,000)
Hispanic Heritage Night	\$ -
Law Enforcement Protection Grant	\$ (500)
Lea County DTF Forfeitures	\$ (20,000)
Fire Excise Tax	\$ (300,000)
Lea County Fire Marshal	<u>\$ (3,300,000)</u>
Total Cash Transfers (Net YTD)	<u>\$ (38,488,478)</u>
Discretionary Cash Available - June 30, 2021	\$ 55,505,910
Budgeted Revenue over Expenses (Remainder of Year)	\$ (3,487,428)
Projected Excess/(Shortfall) in Budgeted Revenue (Remainder of Year)	<u>\$ -</u>
Total Discretionary Cash Available (Remainder of Year)	<u><u>\$ 52,018,482</u></u>

Accounts Payable

June 2021 and YTD

	June 2021	YTD
Number of Checks	614	5,225
Dollar Amount	\$ 7,665,852	\$ 48,906,174

Payroll

June 2021 and YTD

	June 2021	YTD
Number of Checks	627	8,372
Dollar Amount	\$ 1,044,092	\$ 13,514,384

Contract Administration

FY 20-21

The Finance Department is tracking 147 active contracts as of June 2021
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Discussion of Lea County's Accounts Payable (May – June 2021)

Review of May and June 2021 Accounts Payable / Purchase Card Register

Checks # 1099988 -1101154	\$13,484,979.40
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P-Cards # 22655 - 22835	\$ 90,630.19
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Total	\$13,575,609.59
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LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, July 22, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: **Thursday, July 8, 2021**

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 07/07/2021	SUBMITTED BY Name, Title, Dept: Chip Low, Finance Director
SUBJECT: May and June Accounts Payable/Purchase Card Register	ATTACHMENT(S): 1. May and June AP/PC Register
NO. OF ORIGINALS FOR SIGNATURE:	ACTION REQUESTED: Discussion Item
BUDGET LINE ITEM NUMBER:	FISCAL BUDGET YEAR:

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:
The information in the financial report meets the goals in Section 3.1 accountability which is "Lea County responsible for the public tax dollar in a fiscally conservative and transparent manner." Performance measures met include 3.1.4.

SUMMARY:
Checks # 1099988 - 1101154 \$13,484,979.40
PC # 22655 - 22835 \$ 90,630.19
Total \$13,575,609.59

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____ <small>If checked, how many:</small>	See Additional Summary Attached <input type="checkbox"/>
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SUBMITTER'S RECOMMENDATION(S):	Submitter's Signature Department Director, Etc.
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FINANCE REVIEW Fiscal Impact/Cost: There is no financial impact to Lea County with this agenda item.	Reviewed by Finance Director Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2021.07.07 14:28:53 -06'00'</small>
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LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney
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COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda <small>Digitally signed by Michael P. Gallagher II Date: 2021.07.21 13:35:03 -06'00'</small>
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Item No. <u>0303</u>		
RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN		
Approved: _____ Resolution No. _____ Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____	Other: <u>Discussion Only</u> Ordinance No. _____ Comments: _____

COMMISSION MAY CONVENE IN CLOSED SESSION to Discuss Threatened Litigation Involving County Records, Threatened Litigation Involving Land Use in Lea County, Threatened Litigation Involving a Performance Contract in Central Lea County, and Threatened Litigation Involving a Construction Contract in Central Lea County, as Authorized by NMSA 1978 § 10-15-1 H (7).

COMMISSION MAY CONVENE IN OPEN SESSION to take Action, if any, on the Closed Session Item(s).



CLOSED SESSION FOR JULY 22, 2021

ITEM 04: EXECUTIVE SESSION

- COMMISSION MAY CONVENE IN CLOSED SESSION to Discuss Threatened Litigation Involving County Records, Threatened Litigation Involving Land Use in Lea County, Threatened Litigation Involving a Performance Contract in Central Lea County, and Threatened Litigation Involving a Construction Contract in Central Lea County, as Authorized by NMSA 1978 § 10-15-1 H (7).

COMMISSION MAY CONVENE IN OPEN SESSION to take Action, if any, on the Closed Session Item(s).

Before Going Into Executive Session

Any Commissioner needs to move a motion similar to:

- I Move that the Commission **CONVENE** in Closed Session to Discuss Threatened Litigation Involving County Records, Threatened Litigation Involving Land Use in Lea County, Threatened Litigation Involving a Performance Contract in Central Lea County, and Threatened Litigation Involving a Construction Contract in Central Lea County, as Authorized by NMSA 1978 § 10-15-1 H (7).

Chair must take a roll call vote of each of the Commissioners.

EXECUTIVE AGENDA

- H(7) Threatened Litigation Involving County Records
- H(7) Threatened Litigation Involving Land Use in Lea County
- H(7) Threatened Litigation Involving a Performance Contract in Central Lea County
- H(7) Threatened Litigation Involving a Construction Contract in Central Lea County

Returning to the Regular Meeting:

Once back in regular session, Chair should state something similar to:

Let the record reflect that the matters discussed in closed session were limited to those matters specified in the motion for closure.



Other Business





Adjourn



Join Us at Our Next Meeting
on
Thursday, August 19, 2021 at 9:00 A.M.