

**CITY OF LOVINGTON**  
**REGULAR MEETING OF THE CITY COMMISSION**

MONDAY, JUNE 24, 2013 @ 5:30 P.M.  
TO BE HELD AT 214 SOUTH LOVE STREET

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**AGENDA**

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

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**OPEN MEETING**

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Call to Order  
Roll Call  
Invocation- Commissioner Gandy  
Pledge of Allegiance- Commissioner Gandy  
Approval of Agenda  
Approval of the Regular Minutes of June 10, 2013 TAB 1

**NON-ACTION ITEMS:**

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Discussion of Avenue D Park Restrooms TAB 2

**ACTION ITEMS:**

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Consideration of Library Board Appointment TAB 3  
Consideration of Approval of Lovington & New Mexico MainStreet MOU TAB 4  
Consideration of Approval of Resolution 062413-01 – Support of a Public Private TAB 5  
Economic Development MainStreet Project  
Consideration of Approval of CAPERS Contract TAB 6  
Consideration of Approval of Water Users Association Appointments TAB 7  
Consideration of Approval of the Agreement to House Inmates between Lea County TAB 8  
& the City of Lovington  
Consideration of Approval of Water Department Charge Off's and Inactive Account List TAB 9  
Consideration of Approval of Ambulance Charge Off's TAB 10  
Consideration of Approval of Replat of Lot 3, Block 5, Fern Subdivision(Kingwood Ave) TAB 11  
Consideration of Approval of Simpson Subdivision Final Plat- Replat of Lots 12, 13 & 14 TAB 12

**PUBLIC COMMENT**

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**ADJOURNMENT**

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

**REGULAR MEETING OF THE CITY COMMISSION  
MONDAY, JUNE 10, 2013 @ 5:30 P.M.  
CITY COMMISSION CHAMBERS, 214 S. LOVE STREET**

**Present and answering roll call:** Mayor Drummond, Commissioners Gandy, Granath, Trujillo and Bengé.

**Also present:** City Manager James Williams, Finance Director Mashell Stephens, Administrative Assistant Imelda Gutierrez, City Clerk Carol Ann Hogue, Chief of Police Danny Bryant and City Attorney Patrick McMahon.

**Not Present:** Assistant City Manager Jared Cobb

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

**Invocation:** Commissioner Granath gave the invocation

**Pledge of Allegiance:** Commissioner Granath led the pledge

**Approval of Agenda:** Mayor Drummond asked for a motion to approve the agenda as submitted. Commissioner Trujillo so moved to approve agenda. Commissioner Gandy seconded. Motion was approved.

**Approval of the Regular Minutes of May 28, 2013:** Mayor Drummond asked for a motion for approval of the regular minutes of May 28, 2013. Commissioner Gandy so moved. Commissioner Granath seconded. Motion was approved.

**ACTION ITEMS:**

**Consideration of Approval of Youth Center Board Appointment:** Mayor Drummond called for a motion to approve the Youth Center Board Appointment. The Youth Center Director Jami Bailey has recommended Megan Hardin to serve on the Board for a four year term. Commissioner Trujillo so moved. Commissioner Gandy seconded. Motion was approved.

**Consideration of Approval of Planning & Zoning Board Appointment:** Mayor Drummond called for a motion to approve the Planning & Zoning Appointment. The P&Z Chairman Kallie Richards has recommended Abel Cabello to serve on the Board for a four year term. City Manager James Williams stated that Mario Garcia was interested in filling one position and also waiting on response from utility companies that have been asked for employees to serve on the board. Commissioner Trujillo so moved to appoint Abel Cabello and wait until the next regular commission meeting to fill the second position. Commissioner Gandy seconded. Motion was approved.

**Consideration of Approval of Parks & Recreation Board Appointments:** Mayor Drummond called for a motion to approve the Parks & Recreation Board appointments. Commissioner Granath so moved to appoint Mike Gallagher, Evelyn Holguin, Clint Laughrin, Marla Price, Tanner Gandy & Victoria Ochoa as representatives. Commissioner Gandy seconded. Motion was approved.

**Consideration of Approval of Drought Conditions Proclamation:** Mayor Drummond called for a motion to approve the Drought Conditions Proclamation which bans the sale and use of certain fireworks within the City of Lovington. This will ensure that the July 4<sup>th</sup> holiday is covered. Commissioner Bengé so moved. Commissioner Gandy seconded. Motion was approved.

**Consideration of Approval of Resolution 061013-01 – PERA Plan:** Mayor Drummond called for a motion to approve the Resolution 061013-01 -PERA (Public Employees Retirement Act) Plan. This plan will change from a 30 year to a 20-22 year retirement plan for the Fire Department. The Fire Department is not receiving the 3% COLA (Cost of Living Act). Commissioner Gandy so moved. Commissioner Granath seconded. Motion was approved.

**Consideration of Approval of Alcohol & Gaming Special Dispenser Permit for 2013 Lea County Fair & Rodeo – Lovington Inn:** Mayor Drummond called for a motion to approve the request from Lovington Inn for a beer garden special dispenser permit at the Lea County Fair & Rodeo. Commissioner Bengé so moved. Commissioner Trujillo seconded. Motion was approved.

**Consideration of Approval of Temporary Street Closure at 17<sup>th</sup> & Ave I – Wounded Warrior Fundraiser, June 22, 2013:** Mayor Drummond called for a motion to approve the temporary street closure for the wounded warrior fundraiser from 11a.m. – 1p.m. Commissioner Trujillo so moved to amend and change the time from 8:30a.m. – 2:00p.m. Commissioner Bengé seconded. Motion was approved.

**Consideration of Approval to Sell Property – Main & Jefferson:** Mayor Drummond called for a motion to approve the selling of the property at the corner of Main & Jefferson. City Manager Williams is requesting permission to advertise for sealed bids to sell the property. He also stated that the approximate appraisal for this property is \$21,000. Commissioner Bengé so moved. Commissioner Gandy seconded. Motion was approved.

**Consideration of Approval of CAPERS Software Purchase Agreement:** Mayor Drummond called for a motion to approve the CAPERS software agreement. This software is a dispatch records management system that will replace outdated CAD system. Commissioner Trujillo so moved to table and resubmit at the next regular City Commission meeting due to the wording “State of Illinois” in the applicable law section in the agreement. Commissioner Gandy seconded. Motion was approved. Chief of Police Bryant stated that the purchase of this software would cost more next year.

**Consideration of Approval to Advertise Ordinance 511 – Planning & Zoning Commission Membership:** Mayor Drummond called for a motion to approve to advertise Ordinance 511. This ordinance will modify the definition to incorporate the language “own real property within the City or reside within a five mile radius of the corporate boundaries of Lovington”. Current members and future members are part of our community and can provide valuable knowledge, expertise, and guidance in the planning & zoning issues that we face in the community. Commissioner Bengé so moved. Commissioner Trujillo seconded. Motion was approved.

**Consideration of Approval of Accounts Payables:** Mayor Drummond called for a motion to approve the accounts payables submitted. Commissioner Bengé so moved. Commissioner Trujillo seconded. Motion was approved.

**PUBLIC COMMENT:**

- Betty Price addressed the Commissioners about temporary portable potties at the Ave D Park. The summer food program is there Monday through Friday.
- Tanner Gandy thanked the Commissioners for appointing him to the Parks & Recreation Board.

**OTHER:**

- City Manager Williams mentioned the Water Usage Association Board members term expired. Neil Granath would like to be reappointed & John Norris needs to be reappointed if still interested. He mentioned to the Commissioners that Assistant Manager Cobb was out of town.
- Commissioner Granath mentioned that the Convenience Station Center was doing a great job.
- Mayor Drummond mentioned the NMML conference will be held August 27-30, 2013 in Taos, NM. She will be attending this conference.

**ADJOURNMENT:**

There being no further business the meeting adjourned at 6:00 p.m.

**APPROVED:**

\_\_\_\_\_  
**DIXIE DRUMMOND, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CAROL ANN HOGUE, CITY CLERK**

CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM



MEETING DATE: June 24, 2013

TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

SUBJECT: Discussion of Avenue D Park Restrooms  
DEPARTMENT: Executive  
SUBMITTED BY: James R. Williams  
DATE SUBMITTED: June 17, 2013

**STAFF SUMMARY:**

Staff have researched the costs associated with using portable/temporary rest rooms at Avenue D park, as discussed at the June 10, 2013 Commission Meeting.

- To rent a porta-john, it will cost approximately \$375 per month for each unit.
- The purchase of a porta-john was quoted verbally at approximately \$500 per unit, plus shipping. Staff were informed that shipping costs could be equal, and possibly more, than the purchase price of unit(s).
- To service the units, if purchased, could cost approximately \$50 per service.
- Staff have concerns about durability of units (i.e. vandalism, etc.)

**FISCAL IMPACT:**

REVIEWED BY: \_\_\_\_\_  
(Finance Director)

Rental: \$4,500 annually per unit.  
Purchase: \$1,000 minimum per unit, plus service charges.  
This type of expense was not budgeted.

**ATTACHMENTS:**

**RECOMMENDATION:**

Discussion only.

\_\_\_\_\_  
Department Head

  
\_\_\_\_\_  
City Manager

CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM



MEETING DATE: June 24, 2013

TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

SUBJECT: Consider Library Board Appointment  
DEPARTMENT: Library  
SUBMITTED BY: Tueredia McBride  
DATE SUBMITTED: June 6, 2013

**STAFF SUMMARY:**

The Lovington Public Library Board of Trustees has submitted Kenda Medellin for your consideration to be appointed to the Library Board. Ms. Medillin will be fulfilling the vacated position, which has the term expiring January of 2016.

**FISCAL IMPACT:**

REVIEWED BY: \_\_\_\_\_

(Finance Director)

**ATTACHMENTS:**

Letter from Library Board

**RECOMMENDATION:**

Motion to approve appointment.

\_\_\_\_\_  
Department Head

  
\_\_\_\_\_  
City Manager

# *Lovington Public Library*

115 S. Main St. Lovington, NM 88260  
(575)396-3144

June 6, 2012

James Williams  
City Manager  
P O Box 1269  
Lovington NM 88260

Dear James:

On behalf of the Lovington Public Library Board of Trustees, I respectfully submit to the Mayor of Lovington, and the City Commission, the following name to be considered for the vacancy on the Library Board:

Kenda Medellin

The vacancy is to replace board member, Jill Johnson who is in the process of moving to Texas. Her term will expire in January 2016.

Sincerely,

Tueredia McBride  
Library Director

CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM



MEETING DATE: June 24, 2013

TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

SUBJECT: Consider Approval of MainStreet MOU  
DEPARTMENT: Lovington MainStreet  
SUBMITTED BY: Tabitha Lawson, Executive Director  
DATE SUBMITTED: June 6, 2013

**STAFF SUMMARY:**

Lovington MainStreet has received the Biennial Memorandum of Understanding from New Mexico MainStreet which requires approval from Lovington MainStreet and the City of Lovington. The requirements and support the City is required to provide is outlined in the agreement.

**FISCAL IMPACT:**

REVIEWED BY: \_\_\_\_\_  
(Finance Director)

Funding commitment for Lovington MainStreet from July 1, 2013 thru July 31, 2015. In FY 2013-2014, the City has budgeted \$35,000 for these activities.

**ATTACHMENTS:**

MOU

**RECOMMENDATION:**

Motion to approve.

\_\_\_\_\_  
Department Head

  
\_\_\_\_\_  
City Manager



## Biennial Memorandum of Understanding (MOU), 2014 -2015 Lovington MainStreet Corporation

New Mexico MainStreet Program (NMMS), of the New Mexico Economic Development Department, is an economic development partnership program with local, eligible communities. The Department is licensed and certified to offer the *Main Street Four-Point Approach*® in downtown revitalization by the National Main Street Center, Inc. (NMSC). The Department, by New Mexico State Statute (3-60B-1 to 3-60B-4 NMSA 1978), is authorized to select affiliate communities based on the standards and principles as set forth by NMSC, that wish to partner local economic development resources to create jobs and build a strong downtown business environment. The municipality supports the work of community economic development within the dedicated MainStreet district through a services contract with the state-designated MainStreet organization (local non-profit affiliate). The local affiliate organization agrees to raise funds for the operation of a local non-profit downtown revitalization organization including a paid Executive Director. The local MainStreet organization is an economic development organization comprised of district stakeholders, whose programs, projects and activities enhance the local downtown economy and contribute to the health and well-being of its citizens. The Department will provide technical assistance, services, resources and professional support for local projects and activities through NMMS staff, Program Associates and Consultants.

NMMS as an affiliated "State Coordinating" program of the National Main Street Center, Inc. fostering community economic development by supporting local MainStreet commercial districts and neighborhood business district revitalization organizations that wish to utilize the *Main Street Four-Point Approach*® as the framework of their revitalization efforts. NMMS provides local affiliate organizations and municipalities with resources, training and technical services that enhance local culture, heritage and stimulate the economic vitality of each participating community's downtown; village plaza, town center, courthouse square, historic commercial corridors or traditional neighborhood central business district.

This Memorandum of Understanding (MOU) is based on the eligibility criteria and services defined in the accompanying document "Program Performance Standards and Technical Assistance, Resources, Services - Fiscal Years 2014-2015," which sets forth state and national accreditation criteria, services, resources and technical assistance available from New Mexico MainStreet and the requirements for participation by the local municipality in partnership with the MainStreet Project affiliate. This MOU covers a period of two-years beginning July 1, 2013. Once fully executed, it replaces any previous Letters of Agreement or Memorandum of Understanding related to the New Mexico MainStreet Program of the Economic Development Department.

New Mexico MainStreet is delegated by state statute and through the Economic Development Department to assist communities in building capacity in community economic development that benefits the local economy and raises the quality of life for its residents. New Mexico MainStreet is responsible for coordinating and orchestrating resources, services and professional technical assistance to its affiliates through the following programs and initiatives:

- A. The Main Street Revitalization Program
  - a. Emerging Community
  - b. Start-Up MainStreet Organization
  - c. State Certified Program
  - d. Nationally Accredited Program
  - e. The MainStreet Revolving Loan Fund

- B. The New Mexico Arts and Cultural District Program
- C. The Frontier Communities Initiative
- D. The Historic Movie House Theatres Initiative

I. PARTICIPATION RESPONSIBILITIES OF MAINSTREET COMMUNITIES

The City of Lovington and the Local MainStreet organization Lovington MainStreet Corporation agree to abide by the eligibility and participation requirements as set forth in "Program Performance Standards and Technical Assistance, Resources, Services - Fiscal Years 2014-2015." The City's official representative and the board of the local MainStreet Project have read and understand the "Good Standing, " requirements of New Mexico MainStreet Program and the "National Main Street Center Inc.'s Ten Standards of Accreditation" as set forth in that document (see [www.mainstreet.org](http://www.mainstreet.org)). Furthermore, the City of Lovington and the board of the local MainStreet organization Lovington MainStreet Corporation agree to abide by the New Mexico MainStreet's Good Standing requirements.

II. EXPECTATIONS OF AFFILIATED COMMUNITIES THROUGH THEIR MAINSTREET ORGANIZATION: LOVINGTON MAINSTREET CORPORATION

- A. Provide community economic development revitalization services to the property and business owners and residents of the district through the Main Street Four-Point Approach®.
- B. Maintain a fiscally stable, resilient and sustainable non-profit organization to do the work of the MainStreet Four-Point Approach within the District.
- C. Work with the municipality to ensure the appropriate financial revitalization tools created through state statute for economic development are adopted by the municipality for the MainStreet District and meet any statutory changes Local Economic Development Act (LEDA), Metropolitan Redevelopment Area (MRA) and its related finance mechanism a Tax Increment Finance District (TID), the Quality of Life Tax, a Tax Increment Development District (TIDD) and/or Business Improvement District (BID).
- D. Maintain an adequate budget to support board training for all board members in non-profit management and leadership.
- E. Maintain the fiscal and legal integrity of the non-profit organization, completing its annual reporting to the IRS, NMPRC and Office of the New Mexico Attorney General.
- F. Adopt and implement policies, practices and procedures that advance MainStreet goals and priorities while maintaining consistency with the intents and purposes of tax-exempt organizations set forth under Internal Revenue Code.
- G. Ensure all required reports and surveys of the local affiliated organization by the National Main Street Center, Inc., the State Legislature, the Economic Development Department, and municipal and governmental partners, are filed in a timely fashion.
- H. Hire a paid Executive Director to oversee day-to day operations of the organization provide outreach and support to the MainStreet District's constituents and support the board and its committees in meeting the goals, projects, and activities the board has established for itself.
- I. Ensure the Executive Director has an office equipped to conduct the work of the program.
- J. Provide funding for the Executive Director's expenses in building skills knowledge and expertise to assist the organization, through the trainings and programs offered by New Mexico MainStreet and the National Main Street Center, Inc.
- K. Maintain a collaborative partnership with the municipality and other governmental entities to complete revitalization work in the District.
- L. Build local partnerships to leverage resources and buy-in into the revitalization of the District.
- M. Recruit, train, manage and maintain a core of volunteers to implement projects under each of the elements of the Main Street Four-Point approach®.

N. The board of the local MainStreet Project agrees to strive toward annually meeting all ten of the National Main Street Center Accreditation Standards.

### III. RESOLUTION OF THE CITY COUNCIL AND/OR COUNTY COMMISSION

The Main Street Four-Point Approach® to comprehensive revitalization of historic and traditional commercial neighborhoods requires a cooperative partnership of the public and private sectors to succeed. In conjunction with the execution of this MOU, New Mexico MainStreet Program requires each affiliated community to have in place a resolution adopted by the local government stating its support and funding commitment to the local MainStreet Project. The resolution(s) must be valid for the full term of this agreement of this MOU. New Mexico MainStreet encourages the municipality to enter into a contract for such financial support with the local MainStreet Project with deliverables and/or services clearly spelled out. Failure to adopt such resolution of financial support could result in the suspension of the Project and decertification as a MainStreet affiliated community.

### IV. AGREEMENT

A.) The parties hereunder do mutually agree that they have read and fully understand the obligations and responsibilities in affiliating as a local MainStreet Project with New Mexico MainStreet Program as stated in the document "Program Performance Standards and Technical Assistance, Resources, Services - Fiscal Years 2014-2015," accompanying this MOU. They further agree to abide by the terms of this memorandum of understanding, implementing it to the best of their ability, and with the assistance of services provided through the New Mexico MainStreet Program, and in accordance with the Main Street Four-Point Approach® as defined by the National Main Street Center, Inc.

B.) The municipality agrees to support the vision, principles and values of comprehensive commercial district revitalization through the Main Street Four-Point Approach®, assist in financial support as defined in "Program Performance Standards and Technical Assistance, Resources, Services - Fiscal Years 2014-2015," developing and administering funding opportunities for operations of the Project and its activities, projects and programs in partnership with the local MainStreet Project and the New Mexico MainStreet Program.

C.) The New Mexico MainStreet Program of the Economic Development Department agrees to provide technical professional assistance and resources based on its Annual Quality Improvement visit for district Master Plan or annual MainStreet board work plan, to assist the local affiliated MainStreet Project in setting goals and implementing MainStreet District revitalization.

We do hereby sign:

**On behalf of New Mexico MainStreet Program, a program of the New Mexico Economic Development Department:**

\_\_\_\_\_  
Director, New Mexico MainStreet Program Date

\_\_\_\_\_  
Division Director, Economic Development Division Date

***On behalf of the local MainStreet Project, the President certifies the board has read both the "Program Performance Standards and Technical Assistance, Resources, Services - Fiscal Years 2014-2015" and this MOU before executing:***

\_\_\_\_\_  
President of the Lovington MainStreet Corporation Date

\_\_\_\_\_  
Office Address City State Zip

***On behalf of the Municipality:***

\_\_\_\_\_  
Mayor or City Manager of City of Lovington Date

\_\_\_\_\_  
If Applicable – County Administrator Date

*Please enclose a resolution of the City Council or County Commission identifying financial support for the MainStreet organization during the two-year time period of this agreement. Also attach any working agreement, Memorandum of Understanding or agreement between the municipality and the local MainStreet organization.*

Revised and approved May 14, 2013

CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM



MEETING DATE: June 24, 2013

TYPE:  RESOLUTION     ORDINANCE     PROCLAMATION     INFORMATION     OTHER ACTION

SUBJECT:            Consider Approval of Resolution 062413-01  
DEPARTMENT:      Lovington MainStreet  
SUBMITTED BY:     Tabitha Lawson, Executive Director  
DATE SUBMITTED:   June 6, 2013

**STAFF SUMMARY:**

In order to fulfill one of the obligations listed in the MOU, the City is required to adopt Resolution 062413-01.

**FISCAL IMPACT:**

REVIEWED BY: \_\_\_\_\_

(Finance Director)

**ATTACHMENTS:**

Resolution 062413-01

**RECOMMENDATION:**

Motion to adopt.

\_\_\_\_\_  
Department Head

  
\_\_\_\_\_  
City Manager

**Resolution 062413-01**

**A Resolution Supporting a Public Private Economic Development MainStreet Project**

**WHEREAS**, The City of Lovington supports the revitalization and economic development of its traditional and/or historic commercial core as a designated MainStreet District and,

**WHEREAS**, the City recognizes its traditional commercial core as representing the unique architectural history, heritage and culture of our community and,

**WHEREAS**, The City of Lovington desires to maintain an economically vital and vibrant town center for its residents, visitors and tourists and,

**WHEREAS**, The city wishes to partner its resources with the state Economic Development Department's MainStreet Program to support business and property owners for commercial district revitalization and,

**WHEREAS**, The City of Lovington wishes to pursue a partnership with a MainStreet non-profit downtown revitalization to invest in maintaining and enhancing the quality of life for our community's citizens and,

**WHEREAS**, The City of Lovington sees an economically healthy historic commercial center designated as a MainStreet District, as one of its critical economic assets and,

**WHEREAS**, The City of Lovington realizes that a sustainable, resilient historic commercial center designated as a MainStreet District contributes to the community's economic health and well-being and will explore and adopt the financial revitalization tools needed to assist economic development through partnership with the local MainStreet Organization and,

**WHEREAS**, the City of Lovington wishes to maintain a livable, walk-able historic commercial core as a designated MainStreet District with opportunities to shop, work, live and discover recreational, cultural and heritage opportunities and,

**WHEREAS**, the City of Lovington agrees to work with the New Mexico Economic Development Department's New Mexico MainStreet program dedicating through the strategies established by the National Main Street Center Inc.'s *MainStreet Four Point Approach*.<sup>®</sup>

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

The City of Lovington resolves to work collaboratively with the local MainStreet Organization and the New Mexico Economic Development Department's MainStreet Program to meet the standards and principles of revitalizing the core commercial district of the community contracting with the local MainStreet organization to coordinate and administer activities for the city as set forth in a separate "services contract" with the local MainStreet organization.

PASSES, SIGNED, APPROVED AND ADOPTED this 24<sup>th</sup> day of June, 2013.

ATTEST:

\_\_\_\_\_  
Dixie Drummond, Mayor

\_\_\_\_\_  
Carol Ann Hogue, City Clerk

CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM



MEETING DATE: June 24, 2013

TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

**SUBJECT:** Consider Approval of CAPERS Agreement  
**DEPARTMENT:** Police  
**SUBMITTED BY:** Danny Bryant, Police Chief  
**DATE SUBMITTED:** June 14, 2013

**STAFF SUMMARY:**

Staff and legal have worked with the CAPERS LLC to address the issues discussed at the June 10, 2013 Commission Meeting. CAPERS has agreed to include the indemnification clause as well as agreeing to submitting to the jurisdiction of the State of New Mexico.

**FISCAL IMPACT:**

REVIEWED BY: \_\_\_\_\_  
(Finance Director)

Initial implementation cost of \$57,000 (budgeted for) with recurring annual maintenance fees of \$10,000 per year.

**ATTACHMENTS:**

Agreement between City of Lovington and CAPERS LLC.

**RECOMMENDATION:**

Motion to approve.

\_\_\_\_\_  
Department Head

  
\_\_\_\_\_  
City Manager

# Agreement Letter

For



Presented to:

City of Lovington  
214 South Love  
Lovington, NM 88260

## LICENSED SOFTWARE PURCHASE AND RELATED SERVICES AGREEMENT

THIS LICENSED SOFTWARE PURCHASE AND RELATED SERVICES AGREEMENT (hereinafter "Agreement"), is made as of the date below, by and between the LOVINGTON POLICE DEPARTMENT, a department of the City of Lovington, a New Mexico governmental body, with its principal office at 214 S. Love, Lovington, New Mexico 88260 (hereinafter the "AGENCY"), and CAPERS LLC, an Illinois corporation with its principal offices located at 9930 West 190<sup>th</sup> Street, Unit L, Mokena, Illinois 60448 (hereinafter the "COMPANY"). The term "COMPANY" shall include the COMPANY'S employees, agents, and all other designated representatives.

### RECITALS:

WHEREAS, the AGENCY desires Software and Services offered by the COMPANY, (hereinafter "Software and Services") which are to be provided at and conducted on the AGENCY'S premises located at 214 S. Love, Lovington, New Mexico 88260 or at designated off-site locations as specified by the AGENCY to the COMPANY; and

WHEREAS, the COMPANY is in the business of providing such Software and Services and desires to provide the Software and Services for the AGENCY;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

### AGREEMENTS:

1. TERM. This Agreement commences on the date hereof and terminates no earlier than five (5) years after the date hereof.
2. LICENSED SOFTWARE. The COMPANY Software licensed to the AGENCY in this Agreement is its CAPERS Public Safety Software Suite (hereinafter "CAPERS") including any third party products that the COMPANY integrates with the Software.
3. LICENSE GRANT. Subject to the payment of fees in accordance with Paragraph 7 and the other terms and conditions of this Agreement, the COMPANY grants the AGENCY a perpetual, non-exclusive, non-transferable license to (i) use the LICENSED SOFTWARE and related user documentation (the "DOCUMENTATION"), on a single computer, which acts as the AGENCY'S server for its own internal business purposes, and (ii) make one backup copy of the LICENSED SOFTWARE, provided that the LICENSED SOFTWARE is not modified and all copyright notices are maintained on the LICENSED SOFTWARE (collectively, the "LICENSE"). The AGENCY shall be responsible for obtaining all hardware and all third-party licenses for software necessary and not supplied by the COMPANY for the correct operation of the LICENSED SOFTWARE.

4. LICENSE EXCLUSIONS. The AGENCY may use the LICENSED SOFTWARE only to the extent expressly authorized or licensed under this Agreement. Specifically, but not by way of limitation, the AGENCY shall not (i) reproduce, modify, or create derivative works of the LICENSED SOFTWARE or DOCUMENTATION, or (ii) reverse engineer, decompile, or disassemble, or otherwise attempt to derive the source code of the LICENSED SOFTWARE, or any portion thereof.
5. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS. Subject only to the License expressly granted to the AGENCY herein, the COMPANY retains all right, title, and interest in and to the LICENSED SOFTWARE and DOCUMENTATION, including ownership of all copyrights, trademarks, trade secrets, and patents. Any integrated third-party software is the property of their respective owners and may be protected by copyright or other law.
6. SOFTWARE UPDATES. The COMPANY shall notify the AGENCY of any new standard or additional features released subsequent to the installation at the AGENCY and which are released during the term of this Agreement, and offer the same to AGENCY pursuant to Addendum A as applicable to Section 7.
7. SCOPE OF WORK, COST AND PAYMENT. The AGENCY agrees to purchase from the COMPANY the following:

Description:	Unit Price:
<u>CAPERS RMS (Records Management System)</u>	<u>\$120,000.00</u>
<u>CAPERS CAD (Computer Aided Dispatch)</u>	<u>\$100,000.00</u>
<u>CAPERS Interface (Beast P&amp;E)</u>	<u>\$ Inc.</u>
<u>Travel &amp; Per Diem</u>	<u>\$ 7,000.00</u>
<u>CAPERS Installation &amp; Project Management</u>	<u>\$ Inc.</u>
<u>CAPERS Training</u>	<u>\$ Inc.</u>
<u>Annual Maintenance (bug fixes, upgrades, support)</u>	<u>\$ 10,000.00</u>

Implementation Cost:	<u>\$ 237,000.00</u>
Rebates/Promotions:	<u>\$ -180,000.00</u>
Total Implementation Cost:	<u>\$ 57,000.00</u>
Annual Maintenance Dues:	<u>\$ 10,000.00</u>

The AGENCY agrees to pay the COMPANY \$28,500.00 upon execution of this Agreement. The remaining \$28,500.00 will be due on Go-Live. The contract sum shall not be increased without the express written consent of the AGENCY.

Annual maintenance dues will be invoiced two months prior to the anniversary date of Go-Live in the amount of \$10,000.00. The first year of Annual Maintenance is included in the purchase price.

The COMPANY will provide all initial hardware, installation and training for the purchased software listed above as described in Addendum A. Any additional hardware needed will be quoted by the COMPANY for approval by the AGENCY.

The AGENCY agrees to supply the COMPANY with secure Virtual Private Network access to the AGENCY'S firewall for access to hardware listed in Addendum A.

If additional training or on-site support is deemed necessary by the AGENCY outside the scope of including training and on-site support, the rate for service will be ninety-five dollars (\$95) an hour.

8. OWNERSHIP OF ELECTRONIC DATA: All non-proprietary data created by the use of the software by the AGENCY remains property of the AGENCY. This includes, but is not limited too; reports, records, attachments, call logs and other data that us generated by the normal use of the software and in compliance with this Agreement. This provision applies to any data generated in the system by third-party solutions, unless otherwise covered by an agreement with the third-party provider.
9. ASSIGNMENT. The COMPANY shall not assign the duties and obligations involved in the performance of this Agreement, which is the subject matter of this Contract without the express written consent of the AGENCY.
10. INDEMNIFICATION AND INSURANCE. To the fullest extent permitted by law, the AGENCY shall defend, indemnify and hold harmless the COMPANY and its respective officers, agents and employees, from and against all claims, damages, losses, costs, expenses, judgments and liabilities, including but not limited to attorney's fees, costs and expenses, arising out of, or in connection with the COMPANY'S performance of or failure to perform this Agreement, provided that any such claim, damage, loss, costs, expenses, judgments or liabilities are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible personal property, including the loss of use resulting there from, that is caused in whole or in part by any act or omission of the COMPANY, any subcontractor, anyone directly or indirectly employed by them for anyone for whose acts any of them may be liable.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of the AGENCY or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The AGENCY further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

The COMPANY agrees that a similar waiver of liability limitation will be incorporated in its agreements with sub-subcontractors or anyone directly or indirectly employed by them. The defense and indemnification obligations set forth in this provision shall survive the termination or expiration of this Agreement.

To the fullest extent permitted by law, the COMPANY shall defend, indemnify and hold harmless the AGENCY and its respective officers, agents and employees, from and against all claims, damages, losses, costs, expenses, judgments and liabilities, including but not limited to attorney's fees, costs and expenses, arising out of, or in connection with the AGENCY'S performance of or failure to perform this Agreement, provided that any such claim, damage, loss, costs, expenses, judgments or liabilities are attributable to bodily injury, sickness, disease

or death, or to injury or destruction of tangible personal property, including the loss of use resulting there from, that is caused in whole or in part by any act or omission of the AGENCY, any subcontractor, anyone directly or indirectly employed by them for anyone for whose acts any of them may be liable.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of the COMPANY or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The COMPANY further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

11. CONFIDENTIALITY. All information of any kind disclosed to the AGENCY by the COMPANY (in whatever form, including without limitation, written and oral information) shall be deemed the COMPANY'S proprietary and confidential information ("Confidential Information"). The AGENCY (a) shall treat and maintain the Confidential Information as the COMPANY'S confidential property, (b) shall not disclose the Confidential Information to any other person or entity except as authorized herein, (c) shall safeguard the Confidential Information at least to the same extent that it would its own proprietary and confidential information, and (d) shall not duplicate, use or disclose the Confidential Information, in whole or in part, to others except as is necessary to use the Software and Services hereunder (and then only on a confidential basis satisfactory to the COMPANY). Confidential Information shall include, without limitation, any information (including any technical information, experience or data) regarding the COMPANY'S products, plans, programs, processes, costs, equipment, operations or customers which may be disclosed to or come within the knowledge of, the AGENCY, its employees and agents in the performance of this Agreement. The provisions of this Section shall not apply to any information referred to in this Section which the AGENCY establishes (a) has been published and has become part of the public domain other than by acts or omissions of the AGENCY, its employees and agents, (b) has been furnished or made known to the AGENCY by third parties (other than those acting directly or indirectly for or on behalf of the COMPANY) as a matter of legal right and without restriction on disclosure or use, or (c) was in the AGENCY'S possession prior to disclosure by the COMPANY to the AGENCY and was not acquired by the AGENCY, its employees and agents directly or indirectly from the COMPANY.

12. NOTICE. Except as otherwise specifically provided herein, any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if sent by a nationally-recognized courier service such as Federal Express, or if deposited in the United States mail, postage prepaid, for mailing by first-class registered or certified mail, addressed as follows:

If to the AGENCY, it shall be addressed to:  
City of Lovington Police Department  
Chief of Police  
214 S Love  
Lovington, New Mexico 88260

If to the COMPANY, it shall be addressed to:  
CAPERS  
Attention: Richard Fugett  
9930 West 190<sup>th</sup> Street, Unit L  
Mokena, Illinois 60448

or to such other address or individual as either party may specify from time to time by written notice given by such party in accordance with this Paragraph.

13. COMPLIANCE WITH LAWS. The COMPANY shall comply with all federal, state, and local statutes, laws, ordinances, regulations, rules and codes applicable to the Software and Services, including the AGENCY'S site rules and regulations, and permits and licenses that may be required to perform the Services.
14. APPLICABLE LAW. This agreement is construed and interpreted in accordance with the laws and judicial decisions of the State of Illinois and all questions of performance hereunder shall be determined in accordance with such laws and judicial decisions; by execution of this Agreement, the COMPANY and the AGENCY agree to submit to the jurisdiction of the courts of the State of New Mexico.
15. AMENDMENTS AND MODIFICATIONS. This Agreement may not be amended or otherwise modified other than by a written agreement signed by all of the parties hereto.
16. FAIR DEALING. The parties recognize and intend that portions of this Agreement are very general in nature, and the parties acknowledge that they intend to operate in good faith and deal fairly with one another when interpreting their respective obligations hereunder.
17. TERMINATION. Either party may terminate this Agreement subject to the following:
- a) Events of Default. Either party may terminate this Agreement upon the occurrence of one or more of the following events: the other party (i) violates or fails to perform any covenant, provision, obligation, term or condition of this Agreement, or (ii) ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or shall avail itself of or become subject to any proceeding under the Federal Bankruptcy Act or any other federal or state statute relating to

insolvency or the protection of rights of creditors, or (iii) the AGENCY's Board of County Commissioners of Curry County determines and declares at a duly held public meeting that due to financial hardships and/or financial circumstances, that there are insufficient funds available for the County to continue to make payments to COMPANY under the terms of this Agreement.

- b) Notice and Right to Cure. Upon occurrence of an event of default described in 16(a), the party not in default may immediately terminate this Agreement by giving written notice to the party in default, provided that the party seeking to terminate this Agreement has not itself committed a breach as provided in 16(a) at the time of providing written notice. However, the default is not cause for termination if (i) it is reasonably susceptible to cure, and (ii) the other party cures the default within thirty (30) days of written notice of default or presents a plan to cure the default and the default is cured within sixty (60) days of written notice of default.
  - c) Effect of Termination. If this Agreement is terminated pursuant to Paragraph 16, the Agreement shall become void and of no further force and effect. Nothing in Paragraph 16 releases either party from any liability for any breach by such party of the terms of this Agreement. Further, the rights and remedies provided to the parties in Paragraph 16 are not exclusive and are in addition to any other rights and remedies provided by this Agreement or by law or in equity.
  - d) Retention of Electronic Data upon Termination. If this Agreement is terminated pursuant to Paragraph 16, AGENCY shall be entitled to retain all of the electronic data as defined herein in Paragraph 8. AGENCY shall be allowed to remove, copy, download and/or otherwise store any and all said electronic data from COMPANY's equipment stored on AGENCY's property and, in the event that any assistance or technical help is required, COMPANY agrees to assist AGENCY in their attempts to secure all said electronic data.
18. FORCE MAJEURE. The parties shall not be liable to each other for any failure or delay in fulfilling the terms of this Agreement due to fire, strike, war, civil unrest, terrorist action, government regulations, acts of nature or other causes which are unavoidable in nature and beyond the reasonable control of the party claiming *force majeure*. This provision shall not be construed as relieving any party from its obligation to pay any sum due to the other party. In the event that a *force majeure* was to prevent material compliance with this Agreement for more than 90 days, either party shall have the right to terminate this Agreement pursuant to Paragraph 16.
  19. CONSTRUCTION. Captions and section headings used herein are for convenience only, are not part of this Agreement, and shall not be used in construing it.
  20. SEVERABILITY. A judicial determination that any provision of this Agreement is invalid in whole or in part shall not affect the enforceability of those provisions found not to be invalid.

- 21. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, superseding any and all previous proposals, representations or statements, oral or written. Any previous agreements between the parties pertaining to the subject matter of this Agreement are hereby expressly canceled and terminated. The terms of this Agreement supersede the terms of any invoice or purchase order issued by either party. Any modifications of this Agreement must be in writing and signed by authorized representatives of both parties hereto. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. Terms meant to survive any termination, expiration, maintenance agreement or cancellation of this Agreement, including without limitations, Sections 3, 4, 5, 7, 10, 11, 12 and 20, shall survive such termination, expiration, or cancellation
- 22. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. If executed in multiple counterparts, this Agreement shall become binding when two or more counterparts hereto, individually or taken together, bear the signatures of all of the parties reflected hereon as the signatories. A facsimile signature to this Agreement is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the AGENCY and the COMPANY have executed this Agreement on the date hereof.

**City of Lovington**

**CAPERS**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ADDENDUM A**

The COMPANY shall provide the AGENCY all initial installation services, training and Go-Live support for all CAPERS software. The COMPANY shall also provide necessary hardware for the following software as specified:

**CAPERS RMS:** One (1) Database server with ample processing and storage size as deemed by COMPANY

**CAPERS CAD:** One (1) Web Server with ample processing and storage size as deemed by COMPANY

**CAPERS MOBILE:** SSL Certificate and Domain Name

**CAPERS Enhanced Property & Evidence:** One (1) Handheld Scanners, One (1) Label Printer, One (1) Scanner Docking Station, Five (5) Cases of Polypro Labels, (2) Cases of Resin Ribbon for Label Printer, and One (1) Universal Power Supply

CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM



MEETING DATE: June 24, 2013

TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

**SUBJECT:** Consider Lea County Water Users Association Appointments  
**DEPARTMENT:** Executive  
**SUBMITTED BY:** James R. Williams, City Manager  
**DATE SUBMITTED:** June 17, 2013

**STAFF SUMMARY:**

The terms of both Lovington representatives on the Lea County Water Users Association board have expired. The representatives and their expiration dates are as follows:

Neil Granath - expired 12/31/12

John Norris - expired 12/31/11

Representatives need to be appointed for 4 year terms which will begin on the date their term expired in order to keep staggered terms in place.

**FISCAL IMPACT:**

REVIEWED BY: \_\_\_\_\_

(Finance Director)

**ATTACHMENTS:**

**RECOMMENDATION:**

Motion to reappoint current representatives.

\_\_\_\_\_  
Department Head

  
\_\_\_\_\_  
City Manager

CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM



MEETING DATE: June 24, 2013

TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

**SUBJECT:** Consider Approval of Inmate Housing Agreement  
**DEPARTMENT:** Executive  
**SUBMITTED BY:** James R. Williams, City Manager  
**DATE SUBMITTED:** June 17, 2013

**STAFF SUMMARY:**

We have received the Agreement to House Inmates from Lea County. This document is identical to the one we entered into last year.

The agreement will begin on July 1, 2013 and end on June 30, 2014.

**FISCAL IMPACT:**

REVIEWED BY: \_\_\_\_\_

(Finance Director)

0-12 hours: \$32.75  
Over 12 and through 24 hours: \$65.50

**ATTACHMENTS:**

Agreement

**RECOMMENDATION:**

Motion to approve

\_\_\_\_\_  
Department Head

  
\_\_\_\_\_  
City Manager

**AGREEMENT TO HOUSE INMATES**  
**BETWEEN LEA COUNTY**  
**AND CITY OF LOVINGTON**

**FY 2013 – 2014**

**THIS AGREEMENT** is entered into by and between the Lea County Board of Commissioners hereinafter referred to as "Lea County" and the City of Lovington hereinafter referred to as "Lovington".

**RECITALS**

**WHEREAS**, Lovington is in need of a facility for the incarceration, care and maintenance of persons charged with or arrested for violation of Lovington's Ordinances, arrested by Lovington's law enforcement personnel, or arrested by other law enforcement agencies within the jurisdiction of Lovington; and

**WHEREAS**, Lea County owns and operates the Lea County Detention Center ("LCDC") which, from time to time, has vacant bed space; and

**WHEREAS**, Lea County is willing to incarcerate Lovington's inmates on a space available basis.

**NOW, THEREFORE IT IS MUTUALLY AGREED** by the parties as follows:

**1.0 PURPOSE.**

The purpose of this Agreement is to establish the terms and conditions under which Lea County shall accept and detain, on a space available basis, Lovington's inmates which may be delivered to LCDC from time to time for incarceration.

**2.0 TERM**

The term of the contract will begin on July 1, 2013 and end on June 30, 2014. Lea County and Lovington shall have the yearly option of renewing the contract at the end of every year.

**3.0 ADULT INMATES HOUSING AND BOARD**

3.1 Lea County Detention Center will house persons taken into legal custody by Lovington at LCDC in Lovington, New Mexico, on a space available basis. The parties agree that Lovington will call Lea County Detention Center for accommodations before bringing any inmate to the facility.

- 3.2 Lovington, together with other municipalities in Lea County, will be given priority over municipalities outside of Lea County and other Counties, but this preference shall not be construed so as to require any inmates already at LCDC to be displaced, or a County inmate to be displaced.
- 3.3 Lovington inmates will be subject to the same rules as other inmates, and will receive comparable treatment and accommodations as provided to other inmates.
- 3.4 On the day release is required by the terms of the order of the Court or by law, a Lovington inmate may be released by LCDC at its regular time of release for other inmates. In the event the inmate is a person being held under Section 43-1-10 NMSA 1978 Comp. Lovington shall resume custody as soon as possible but in no event longer than 24 hours.
- 3.5 Lovington shall provide all transportation for Lovington inmates to and from LCDC in Lovington, New Mexico.

**4.0 CONSIDERATION**

- 4.1 Lovington will pay Lea County the sum of \$65.50 pro rata, from date of incarceration through date of release for housing and board and related services rendered at the center. Municipal Agencies having detainers on an inmate housed at LCDC will not be charged for housing if the inmate is picked up within 12 hours of being notified by LCDC that the inmate is ready for release. After 12 hours the Municipal Agency will be charged as follows:

0 – 12 hours	= \$32.75
Over 12 and through 24 hours	= \$65.50

To summarize, on the day of admission, time will be counted from time of admission until midnight. For the day of discharge, time will be counted from midnight until the time of discharge.

There shall be strict accountability for all funds subject to this agreement.

- 4.2 Lea County shall invoice Lovington on a monthly basis. Invoices shall be paid within 30 days of receipt.
- 4.3 Lea County reserves the right to refuse to accept any inmates from Lovington in the event any invoice remains unpaid for 45 or more days.

**5.0 JUVENILE INMATE HOUSING AND BOARD**

- 5.1 The Lea County Juvenile Detention Center will house juvenile inmates from Lovington at its approved juvenile facility in Lovington, New Mexico on a space available basis. The parties agree that Lovington will call the Lea County Juvenile Detention Center for accommodations before bringing any juvenile inmates to the facility.
- 5.2 Lovington juvenile inmates are subject to the Lea County Juvenile Detention Center rules, which apply equally to all juvenile inmates. Lovington juvenile inmates will have comparable treatment and accommodations as provided to other contract juvenile inmates.

**6.0 REJECTION/RETURN**

- 6.1 The Warden of Lea County Detention Center shall have the right to reject any inmate tendered by Lovington, as long as Lovington inmates are evaluated and treated on the same basis as inmates from other contract entities.

**7.0 INMATE INFORMATION**

- 7.1 When submitting an inmate to LCDC, Lovington shall provide the following documentation:
  - 1. Arrest Warrant and Supporting Affidavit
  - 2. Arrest Report
  - 3. Judgment and Sentence Form
  - 4. Release Order
  - 5. Date of Birth
  - 6. Criminal Complaint of other Charging Document
- 7.2 When submitting any juvenile inmate to the Lea County Detention Center, Lovington, shall provide the following documentation:
  - 1. Authorization to hold shall be entered in SARA by the approving authority
  - 2. Medical consent form signed by juvenile's legal guardian (copy attached)

In addition, Lovington will provide LCDC any information it may have concerning inmates tendered pertaining to medical problems, suicidal tendencies, escape records or tendencies toward violence or disruption.

Failure to provide LCDC with legal authority to hold said inmate at the time inmate is brought to the LCDC shall result in the refusal of the inmate.

**8.0 MEDICAL CARE**

- 8.1 As used herein, "medical care" and "medical treatment" shall include medical, psychiatric and emergency dental treatment, and all prescribed drugs therapy.
- 8.2 LCDC shall not be required to provide medical care to any Lovington inmate housed pursuant to this agreement, except as is provided to other inmates, by its medical staff.
- 8.3 Should medical care become necessary from an outside health care provider, Lovington City Manager, or a person designated in advance by the City Manager or Police Chief shall be contacted. The person contacted shall either secure the release of the inmate from the appropriate authority in a timely manner or undertake management of the inmate's medical problem in a timely manner. Except as provided below, LCDC personnel shall not secure outside medical care for a Lovington inmate unless expressly directed to do so by a person authorized by the City Manager, City Police Chief or person authorized for Lovington to act on its behalf. Lovington is responsible for medical care outside of the facility and when Lea County is directed by Lovington to secure medical attention for one of its inmates, Lea County is expressly authorized to direct that Lovington be billed directly by health care providers.
- 8.4 Notwithstanding the above, in an emergency, when treatment is clearly necessary to conserve an inmate's health, Lea County may provide the necessary treatment without prior authority from Lovington, but in such case must notify the appropriate Lovington official as soon as possible thereafter. At such time, medical management of the problem will then be tendered to Lovington. Lea County is expressly authorized to direct health care providers to bill Lovington directly for medical care rendered in these circumstances.
- 8.5 Lovington shall indemnify and hold Lea County harmless from any claim, demand or action for which City or County would be legally liable that may arise from the negligent action or inaction of the City or its personnel or from any claim, demand or action that may arise in the event that Lea County personnel obtain medical care for Lovington inmates. Lovington obligation under this section shall include providing a defense for Lea County in the event of suit. Lovington obligation under this section shall include paying Lea County's cost and expense in defending a lawsuit to which this indemnification and hold-harmless provision applies, notwithstanding Lea County being represented by in-house counsel.

8.6 Lea County shall indemnify and hold Lovington harmless from any claim, demand or action that is directly attributable to the negligent action or inaction of LCDC or its personnel in its operation of LCDC with respect to Lovington inmates, but Lea County shall not indemnify and hold Lovington harmless from any claim, demand or action based on the negligent action or inaction of Lovington or a third party with respect to a Lovington inmate. Lea County's obligation under this section shall include paying Lovington reasonable costs and expense in defending a lawsuit to which this indemnification and hold-harmless provision applies.

**9.0 TERMINATION**

9.1 This Agreement may be terminated by either party upon thirty (30) days written notice to the other party, by certified mail, return receipt, at the following addresses or such other addresses that may be designated from time to time:

City of Lovington	Lea County
City Manager	County Manager
P. O. Box 1269	100 N. Main, Suite 4
Lovington, NM 88260	Lovington, NM 88260

**10.0 MISCELLANEOUS**

10.1 This Agreement is interpreted according and subject to New Mexico law. Any action to interpret and/or enforce this Agreement shall be brought and maintained in the District Court in and for Lea County, New Mexico.

10.2 This Agreement shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

10.3 This Agreement and any Exhibits thereto constitute the entire agreement and understanding of the parties and all other matters addressed or referred to herein and supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating such matters.

IN WITNESS WHEREOF, we have hereunder affixed our hands and seals this \_\_\_\_ day of \_\_\_\_\_ 2013.

CITY OF LOVINGTON

BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Mayor



By: Gregory H. Fulfer  
Gregory H. Fulfer, Chairman

ATTEST: Lovington City Clerk

ATTEST: Pat Chappelle  
Lea County Clerk

By: \_\_\_\_\_

By: Pat Chappelle



APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

Lee A. Kirksey  
Lee A. Kirksey  
Lea County Attorney



CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM



MEETING DATE: June 24, 2013

TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

**SUBJECT:** Water Department Inactive Accounts and Charge Offs  
**DEPARTMENT:** Finance  
**SUBMITTED BY:** Mashelle Stephens, Finance Director  
**DATE SUBMITTED:** June 18, 2013

**STAFF SUMMARY:**

Staff have prepared a list, for your approval, of water department charge off's for accounts over 5 years old (2007-2008). Details are provided on the accompanying attachment. Total charge off's are \$14,945.95

Staff have also prepared a list of inactive water accounts for your approval, which will be made effective June 30, 2013. These inactive accounts total \$17,886.25. Details are attached to this summary.

Staff are preparing a policy to provide consistency in determining when water accounts are shut off. In addition, we will be researching the use of a collection agency to limit our loss.

**FISCAL IMPACT:**

See detail.

REVIEWED BY: \_\_\_\_\_

(Finance Director)

**ATTACHMENTS:**

Charge Off's 2007 thru 2008  
Inactive Accounts as of June 30, 2013

**RECOMMENDATION:**

Motion to approve.

\_\_\_\_\_  
Department Head

  
\_\_\_\_\_  
City Manager

CHARGE OFFS JUNE 30, 2013  
2007 THRU 2008

**BOOK 1**

01-00400-05	Josie Guzman	\$ 29.57	
01-00460-04	Vanessa Moreno	\$ 3.73	
01-00550-06	Apolinar Jimenez	\$ 27.90	
01-02180-02	Rosario Solis	\$ 11.32	
<del>01-03690-00</del>	<del>Crain Hot Oil</del>	<del>\$ 25.69</del>	<i>pd 6-17-13</i>
01-08700-00	Joe Williams	\$ 90.02	
01-10800-02	Johnny Brown	\$ 23.07	
01-11180-00	Pedro Espinoza	\$ 195.80	
01-11440-01	Jose Espinoza	\$ 115.03	
01-11770-00	Olivia Mendiola	\$ 174.90	
01-11780-03	Pablo Baiza	\$ 61.16	
01-11820-02	Lupita Esparza	\$ 207.43	
01-12100-08	Steve Hanson	\$ 12.89	
	<b>TOTAL BOOK 1</b>	<b>\$ <del>978.51</del></b>	<i>952.82</i>

**BOOK 2**

02-01060-04	C&S Marketing Corp	\$ 74.11	
02-01120-02	Dyna Body Gym	\$ 386.42	
02-04900-12	Samantha Morro	\$ 4.73	
02-04960-00	Belan Enriquez	\$ 56.45	
02-05020-04	Rosa M. Hernandez	\$ 55.23	
02-05030-01	Alicia Garcia	\$ 2.67	
	<b>TOTAL BOOK 2</b>	<b>\$ 579.61</b>	

**BOOK 3**

03-01030-02	Robert G. Peacock	\$ 50.98	
03-01240-00	Jesus Trejo	\$ 43.56	
03-01890-12	Jimmy Moreno	\$ 3.12	
03-01960-07	James D. Hoovan	\$ 42.16	
03-02320-02	Jeff Hannah	\$ 105.51	
03-03500-02	Rolando Burrola	\$ 69.59	
03-03800-05	Ronnie Foreman	\$ 51.54	
03-04420-02	Maxino Elmore	\$ 8.86	

### BOOK 3 CONTINUED

03-04510-04	Sue Burton	\$ 86.38
03-04520-03	Terry Russell	\$ 38.49
03-04590-04	Norma Silva	\$ 124.20
03-04590-05	Efrain Sanchez	\$ 18.24
03-04600-05	Kenneth Gonzales	\$ 46.43
03-04850-13	Anastasia Horseman	\$ 97.53
03-07750-04	Kami Baldwin	\$ 56.59
03-07820-01	Bryony Trousdale	\$ 141.45
03-07980-11	Bernabe Garcia	\$ 32.72
03-08900-02	Dominga G. Villegas	\$ 98.24
03-08900-03	Dominga Villegas	\$ 23.07
03-08920-02	Kevin Lucio	\$ 39.08
03-09550-08	Amber Clayton	\$ 55.21
03-09610-01	Stephen Sinclair	\$ 63.16
03-10180-03	Rogelio Villa	\$ 84.49
03-10240-08	Jesse Arenivas	\$ 46.87
03-10400-00	Maria Jordan	\$ 25.29

**TOTAL BOOK 3** **\$1452.76**

### BOOK 4

04-02040-01	Catherine Sims	\$ 100.41
04-02040-02	Charles T. McDougle	\$ 31.22
04-02450-03	Devin D. Garner	\$ 99.49
04-02720-01	Rory McClain	\$ 173.54
04-03000-09	Guadalupe Chaves	\$ 81.85
04-04030-00	R.E. Moorehead	\$ 56.55
04-17100-04	Matthew Barr	\$ 49.12
04-17100-05	Raven N. Chee	\$ 63.91
04-17280-04	Miguel Hernandez-Gomez	\$ 58.16
04-17460-04	Hector Ochoa	\$ 19.68

**TOTAL BOOK 4** **\$ 733.93**

### BOOK 5

05-12960-09	Elizabeth Moreno	\$ 121.87
05-07140-00	Zenaida Venzor	\$ 60.26
05-07600-02	Ron Coones	\$ 37.51
05-08910-02	Velma Valderaz	\$ 26.63
05-11010-06	Lori McElroy	\$ 46.59

### BOOK 5 CONTINUED

05-12960-11	Juan C. Sanchez	\$ 49.79
05-13030-03	Michael Boyd	\$ 91.44
05-13160-06	Salvador Silva	\$ 149.67
05-15300-08	Mario Gonzalez	\$ 7.21
05-15380-01	Juan A. Portillo	\$ 72.42
05-15440-13	Veronica Rodriguez	\$ 76.93
05-15440-05	Veronica Rodriguez	\$ 47.05
05-15490-14	Israel D. Carrasco	\$ 10.00
05-15570-01	Jose A. Barboza	\$ 37.48
05-16240-00	Ramon A. Moreno	\$ 21.21
05-18140-09	Janie A. Chavira	\$ 114.39
05-19020-04	Bryan Brisco	\$ 18.24

**TOTAL BOOK 5 \$ 987.69**

### BOOK 6

06-00200-01	Helen Cook	\$ 34.36
06-01570-02	Mary Sanchez	\$ 153.89
06-03520-00	Labonne Lloyd	\$ 49.12
06-05080-04	Mark A. Arreola	\$ 22.36
06-05340-11	Sonia A. Bez	\$ 18.24
06-05640-06	Debra White	\$ 31.10
06-07180-02	Mar Rio	\$ 151.87
06-03620-01	Connie Aranda	\$- .10
06-06340-00	Greg Faith	\$- 15.00
06-06730-00	Maria Valenzuela	\$- 20.00

**TOTAL BOOK 6 \$ 425.84**

### BOOK 7

07-00350-06	Albert Ballard	\$ 11.06
07-00380-03	Albert Ballard	\$ 531.46
07-00630-00	El Jacalito	\$ 161.32
07-00780-04	Salvador Valenzuela	\$ 105.96
07-00840-00	Benjamin Nava	\$ 46.28
07-00840-01	Benjamin Nava Jr.	\$ 28.57
07-02080-09	Martin Saenz	\$ 19.92
07-02140-02	Darla Parson	\$ 29.39
07-02700-03	El Shadai	\$ 62.26
07-02920-00	Herchy R. Barriga	\$ 96.15

### BOOK 7 CONTINUED

07-03120-05	Hector Vazquez	\$ 25.70
07-05600-03	Crescincio Corral	\$ 7.58
07-06570-03	Enoc Rivera	\$ 12.77
07-07370-02	Kathleen Hollis	\$ 45.92
07-08980-12	Erica Lozoya	\$ 83.99

**TOTAL BOOK 7** **\$1271.33**

### BOOK 8

08-00660-13	Alfredo Gonzalez	\$ 23.89
08-01580-04	Marisol Q. Garcia	\$ 66.44
08-01660-02	Oscar G. Martinez	\$ 59.25
08-01660-03	Oscar Martinez	\$ 27.90
08-01880-00	Marco A. Garcia	\$ 148.00
08-02180-11	Anthony J. Cavazos	\$ 76.96
08-02180-12	Anthony Cavazos	\$ 47.87
08-02650-01	Juan Perez	\$ 70.76
08-02650-02	Twila Martin	\$ 1.16
08-03400-06	Paul F. Scott	\$ 40.87
08-03480-08	Natalie F. Jarmillo	\$ 58.75
08-03560-00	Margaret Coffey	\$ 12.47
08-03760-10	Mayra Soto Ramirez	\$ 28.14
08-03800-06	Christopher Coronado	\$ 22.97
08-03980-13	Nancy Rivas	\$ 50.35
08-04460-01	Estela Romo	\$ 102.57
08-05940-01	Ilda Gonzales	\$ 53.73
08-06220-05	Rosemary Madrid	\$ 58.80
08-11390-00	Dawn Jeter (Deceased)	\$ 152.94
08-11480-10	Kathryn Zumwalt	\$ 44.07
08-11500-09	Joseph Balencia	\$ 25.33
08-11590-13	Alejandra Salas	\$ 24.10
08-11620-11	Kasey Lee	\$ 34.61
08-11770-16	Natalie F. Jarmillo	\$ 76.92
08-11780-11	Lorena Perales	\$ 56.48
08-30010-01	Abel Martinez	\$ 34.18
08-30020-01	Abel Martinez	\$ 18.72

**TOTAL BOOK 8** **\$1418.23**

**BOOK 9**

09-00430-06	Michelle Alvarado	\$ 29.41
09-00440-11	Rosa M. Hernandez	\$ 35.04
09-01020-12	Aracely Ponce	\$ 28.34
09-04200-06	Valerie Y. Quirgo	\$ 13.44
09-04280-06	Sally Olivas	\$ 35.00
09-04760-00	Joe Bertancourt	\$ 95.31

**TOTAL BOOK 9                   \$ 236.54**

**BOOK 10**

10-06300-01	Chris Hollis	\$ 41.47
10-06780-04	Susana Cavos	\$ 66.14
10-06960-09	Rodrigo Alvarez	\$ 63.29
10-07000-04	Armando Hernandez	\$ 37.02
10-07080-00	Gloria Hernandez	\$ 131.93
10-07200-06	Juan J. Perez	\$ 53.95
10-07220-04	Jenny Vanuelos	\$ 18.24
10-07360-04	Johnny Hernandez	\$ 220.30
10-09080-05	Joe Turner	\$ 9.85
10-09080-06	Paula G. Perez	\$ 126.89
10-09100-01	Cheryl Brown	\$ 73.99
10-09180-09	Angela D. Villar	\$ 46.89

**TOTAL BOOK 10                 \$ 889.96**

**BOOK 11**

11-00260-01	Teresa Boss	\$ 83.37
11-00420-02	Kevia D. Ford	\$ 11.77
11-00920-02	Nicholas Villalobos Jr	\$ 24.38
11-04400-03	Freddie Chila	\$ 22.97
11-04760-08	Rebecca D. Carter	\$ 18.24
11-05760-02	Tammy Van Marter	\$ 34.92
11-05840-03	Elizabeth Clayton	\$ 23.49
11-03740-01	Aurora Garcia	\$ 76.53

**TOTAL BOOK 11                 \$ 295.67**

## BOOK 12

12-00700-02	Martin Rodriguez	\$ 126.99
12-00960-01	Antonio Lopez	\$ 5.06
12-02190-03	Becky (Alejandra) Ramirez	\$ 32.92
12-02310-02	Elizabeth Hernandez	\$ 2.40
12-02820-14	Mary B. McLiven	\$ 20.31
12-03520-03	Ofelia Rivera	\$ 137.74
12-03780-06	Martin Rodriguez	\$ 104.79
12-06240-06	Lavonne Cox	\$ 58.46
12-07040-04	Jackie Arreola	\$ 2.23
12-07400-08	Medric Sydnor	\$ 31.16
12-07400-10	Rene Caudillo	\$ 29.31
12-07760-01	Martin West	\$- 6.01
12-08540-05	Blanca Hernandez	\$ 11.94
12-08560-08	Billy Granger	\$ 69.29
12-09680-01	Ana L. Martinez	\$ 23.26

**TOTAL BOOK 12** \$ **649.85**

## BOOK 13

13-00640-01	Bobby Bryant	\$ 66.96
13-01020-00	Inez Blakley	\$ 56.13
13-01070-00	Ralph Weems	\$ 42.74
13-01340-02	Maria S. Rodriquez	\$- 24.05
13-01420-00	Enrique Levario	\$ 33.07
13-01640-03	Maria Garacia	\$ 3.75
13-01710-00	Maria Lopez	\$- 5.86
13-01960-04	Sophia Carrasco	\$ 186.05
13-02210-09	Luz Elena Samaniego	\$ 26.18
13-02380-06	Valentin Saenz	\$ 2.45
13-02380-07	Idania Aragon	\$ 71.29
13-02750-06	Patrick Mackey	\$ 53.95
13-02760-01	Lucio Lopez	\$ 26.95
13-03180-07	Veronica Rodriguez	\$ 59.76
13-03460-08	Alma R. Cruz	\$ 34.19
13-03810-03	Manuel A. Chavez	\$ 29.80
13-03820-05	Johannah Jones	\$ 5.38
13-03830-00	Darla Jackson	\$ 51.49
13-03980-09	Georgina M. Pacheco	\$ 36.05

**TOTAL BOOK 13** \$ **756.28**

### BOOK 14

14-00100-06	Martel Rodriguez	\$ 17.51
14-00180-00	Danny Hernandez	\$ 22.88
14-00240-01	Orbit Enterprise Inc	\$ 139.60
14-01280-00	Earl Collins	\$ 33.20
14-01500-02	Brock Dossey	\$ 15.41
14-02040-00	Maria Pallares	\$ 78.24
14-02190-15	Farrell Ellison	\$ 46.41
14-02340-04	Tina Rubio	\$ 55.46
14-02440-01	Israel Ortega Jr	\$ 14.37
14-02940-09	Sally Gaut	\$ 3.99
14-02940-11	Wade Hampton	\$ 18.90
14-02940-12	Sally Gaut	\$- 50.00
14-02940-13	Yolanda Cantu	\$ 35.58
14-02960-01	Joe (Prieto) Martinez	\$ 40.95
14-03040-04	Martha Mungary	\$ 18.70
14-04920-00	Anselmo V. Cabello	\$ 51.29
14-05010-01	Esteransda Lopez	\$ 76.18

**TOTAL BOOK 14** \$ 618.67

### BOOK 15

15-00300-02	Southwestern Pizza	\$ 50.00
15-00300-05	J's Pizza & More	\$ 40.09
15-00320-03	Southwesten Pizza	\$ 78.00
15-00340-03	Claudia Lara	\$ 78.59
15-01500-02	Jeremy Merle Fitzer	\$ 67.02
15-07320-00	Bob Purcell	\$ 3.50

**TOTAL BOOK 15** \$ 317.20

### BOOK 16

16-00060-02	Michael L. Self	\$ 30.98
16-00160-04	Robert Collins	\$ 89.50
16-00160-06	Seth D. Mitchell	\$ 86.77
16-00160-07	Gorge H. Juarez	\$ 9.09
16-00160-08	Nicolas Villalobos	\$ 35.39
16-00560-06	Mary L. Jefferies	\$ 80.58
16-01080-02	David Herrera	\$ 5.43
16-01260-05	Gilbert Acosta Jr	\$ 87.92
16-02200-16	Brian Walker	\$ 5.90

### BOOK 16 CONTINUED

16-02360-01	Robyne Lopez	\$ 18.24
16-02860-01	Apache	\$ 5.55
16-08760-10	Carlos Dominguez	\$ 44.64

**TOTAL BOOK 16** \$ 499.99

### BOOK 17

17-01080-07	Maria Villalobos	\$ 21.35
17-01200-00	BM Whiteacre	\$ 99.28
17-01720-09	Summer Throckmorton	\$ 99.71
17-01920-07	Shyra Jami Leal	\$ 20.25
17-01940-06	Katie R. Pena	\$ 42.43
17-01940-07	Katie R. Pena	\$ 47.85
17-02160-05	Ronald Martin Jr	\$ 3.39
17-02280-07	Lisette Morales	\$ 10.55
17-02360-11	Maria L. Carrasco	\$ 109.02
17-02400-03	Tanya Reichort	\$ 48.24
17-02500-03	Vivian J. Condarco	\$ 12.43
17-02540-01	Marla M. Ballard	\$ 64.84
17-03000-05	Erika Renee Flores	\$ 67.09
17-03040-03	Claudia Lane	\$ 81.85
17-03080-03	Janice K. Bates	\$ 90.00
17-03100-08	Lisa Rodriguez	\$ 25.70
17-03220-04	Summer Throckmorton	\$ 11.88
17-03320-05	Roberto Sepeda	\$ 20.89
17-03640-05	Karen J. Vaughn	\$ 53.90
17-04060-06	Virginia Jiron	\$ 27.90
17-04140-08	Maria Avalos	\$ 33.57
17-04280-07	Andrea Garcia	\$ 8.28
17-04320-07	Tiffany L. Arnaiz	\$ 40.66
17-04420-05	Jodi King	\$ 25.45
17-04660-04	Rhianna M. Tavarez	\$ 9.75

**TOTAL BOOK 17** \$1076.26

### BOOK 18

18-04880-01	Sophia L. Cobos	\$ 53.34
18-05440-02	Susan R. Jackson	\$ 45.11
18-05960-01	Terri Brown	\$ 154.58
18-06080-05	Margarita Holguin	\$ 3.44
18-06200-04	Jerry Lujan	\$ 112.53

### BOOK 18 CONTINUED

18-06480-14	Rachell Carre	\$ 5.28
18-06880-06	Bertardo Diaz Jr	\$ 66.30
18-07720-00	Ramon Lopez	\$- 20.00

**TOTAL BOOK 18 \$ 420.58**

### BOOK 19

19-00140-00	Child & Family Services	\$ 27.60
19-00700-01	Eddy Evans	\$ 121.98
19-01890-00	Tony Garcia	\$ 19.88
19-03330-06	Tonya D. Thompson	\$ 32.66
19-03540-01	Manuela Arenivas	\$ 120.08
19-03690-00	Robert Garcia	\$ 17.50
19-10750-06	Abraham Munoz	\$ 23.54
19-10820-10	Chadwic Wylie	\$ 67.36
19-11850-09	Naomi Espinoza	\$ 37.24
19-11860-05	Randel Debois	\$ 22.55
19-11880-13	James Grigsby	\$ 18.24
19-11890-10	Caroline Hannah	\$ 30.02
19-11930-04	Denver Bolton	\$ 25.89
19-11950-08	James Agunaga	\$ 59.70
19-11990-09	Vanessa Torres	\$ 67.36
19-12010-13	Belinda D. Cross	\$ 82.29
19-12010-15	Billy Rangel	\$ 68.07
19-12030-16	Mark Poynor	\$ 18.75
19-12060-05	Irene Martinez	\$ 31.24
19-12130-09	Erin Woods	\$ 127.14
19-12160-10	Candi Thomas	\$ 25.70

**TOTAL BOOK 19 \$1044.79**

### BOOK 20

20-01950-00	Payne & Klipstine	\$ 19.24
20-03740-01	ET Stanford	\$ 144.38
20-04500-03	Nancy Leyva	\$ 63.64
20-04760-00	Ellen W. Deitz	\$- .96
20-04820-01	Curtis Griffin	\$ 150.50
20-04870-00	Mark Cross	\$ 44.95
20-19830-00	Choice Oilfield Service	\$- 103.80
	<b>TOTAL BOOK 20</b>	<b>\$ 317.95</b>

**ACCOUNTS MADE INACTIVE  
JUNE 30, 2013**

**BOOK 1**

<b>Account #</b>	<b>Customer Name</b>	<b>Last Billed</b>	<b>Amount Owed</b>
01-00400-08	Martha Hernandez	6-13-11	\$ 77.39
01-00490-08	Esther P. Juarez	6-10-10	\$ 323.09
01-00490-09	Gloria Cardoza	5-05-11	\$ 113.62
01-01050-05	Elva Mendoza	3-22-11	\$ 50.84
01-01970-00	Christine Juarez	1-18-11	\$ 80.91
01-02080-08	Cully Sipes	8-02-10	\$ 22.25
01-02180-04	Oscar Gonzales	1-24-11	\$ 22.29
01-08950-00	Rev. ML Barry	1-31-11	\$ 89.65
01-11310-00	Lorenzo Juaquez	10-13-10	\$ 450.26
01-11740-11	Jesus Gutierrez Jr.	3-21-11	\$ 327.45
01-13250-01	Shirley A. Jaramillo	5-05-10	\$ 49.93
01-13460-14	Gloria Armenta	3-30-11	\$ 40.24
01-13750-09	Kristy M. Cervantes	4-06-11	\$ 72.26

**TOTAL BOOK 1                    \$ 1720.18**

**BOOK 2**

02-00680-01	Publicity Building	7-15-10	\$ 55.40
02-01040-04	Leonard Martinez	8-12-10	\$ 365.55
02-02510-02	Mark Jones	11-01-10	\$ 21.49

**TOTAL BOOK 2                    \$ 441.44**

**BOOK 3**

03-00360-03	Maria Valenzuela	5-10-10	\$ 71.03
03-01080-15	Avis D. Sanchez	7-06-10	\$- 14.23
03-01080-16	Erick D. Herrera	9-08-10	\$ 23.24
03-01250-02	Maria Rodriguez	5-05-10	\$ 90.55
03-02450-12	Joaquin E. Marquez	1-12-10	\$ 97.76
03-02450-13	Brenda B. Villanueva	2-02-11	\$ 57.57
03-03560-09	Angel M. Velasquez	7-15-10	\$ 59.90
03-03800-06	Debra White	8-16-10	\$- 3.25
03-04660-07	Elizabeth Quintana	4-29-11	\$ 17.68
03-04750-00	Jeffery Minnick	5-04-11	\$ 64.52
03-04810-09	Garrie Eaton	7-06-10	\$ 161.40

### BOOK 3 CONTINUED

03-08920-10	Joe Dennett	6-13-11	\$ 9.44
03-09590-03	Gilbert Carrasco	12-14-10	\$ 27.33
03-09610-05	David M. Phillips	1-26-10	\$ 104.39

**TOTAL BOOK 3 \$ 767.33**

### BOOK 4

04-00620-00	Constructors Inc.	1-24-11	\$- 8.77
04-01650-05	Aidee Gonzales	5-11-11	\$ 113.27
04-01740-10	Mayra Dominguez	4-18-11	\$ 89.46
04-17380-02	Michael Henson	6-15-11	\$ 12.70
04-17480-04	Cynthia Day	6-13-11	\$ 223.58

**TOTAL BOOK 4 \$ 430.24**

### BOOK 5

05-00030-02	Jacqueline Tate	2-15-11	\$ 104.33
05-01760-04	Leonar Carreon	6-07-11	\$ 122.49
05-02900-01	Cindy Perez	2-28-11	\$ 233.61
05-13460-09	Evangelina Caudillo	2-14-11	\$ 80.00
05-14020-02	Euginio Vasquez	2-28-11	\$ 210.83
05-14250-06	Danielle L. Trujillo	3-07-11	\$ 32.17
05-15680-10	Yadira B. Alvidrez	3-14-11	\$ 159.08
05-15680-11	Norma Caballero	5-27-11	\$ 27.18
05-17740-01	Mackey Wakeland	6-13-11	\$ 196.75
05-18780-01	Normandie Lyle (Deceased)	4-19-11	\$ 83.10
05-19000-00	Ramona Nunez	2-09-11	\$ 377.80

**TOTAL BOOK 5 \$ 1627.34**

### BOOK 6

06-01860-01	Elmer W. Witcher	10-31-11	\$ 43.01
06-03680-14	Donald D. Clarke Jr.	7-13-10	\$ 22.18
06-04780-04	Arnaldo E. Estrello (deceased)	7-13-10	\$ 66.64
06-06050-02	Steven Ahrens	8-12-10	\$ 200.27
06-06740-04	Hector Dominguez	3-07-11	\$ 112.32

**TOTAL BOOK 6 \$ 444.42**

**BOOK 7**

07-00600-02	Ismael G. Gonzales	3-14-11	\$ 351.00
07-00800-14	Beatriz Galvan	5-04-09	\$ 21.95
07-02140-00	Danny Wright	5-26-11	\$ 39.17
07-02660-04	Crystal D. Putman	5-31-11	\$ 134.91
07-02790-06	Robert Nations	5-10-10	\$ 60.67
07-02960-05	Olivia Gutierrez	7-28-08	\$- 50.00
07-05320-01	Charlene A. Alexander	9-20-10	\$ 26.71
07-06620-00	Catarino Soto	6-30-10	\$ 129.15
07-08980-15	Christina Marquez	6-13-11	\$ 253.41

**TOTAL BOOK 7** \$ **966.97**

**BOOK 8**

08-19990-11	Stormy R. Wood	4-05-11	\$ 116.96
08-30020-04	Jackson Street LLC	6-29-10	\$ 99.85
08-30120-01	Jason P. Warford	1-12-10	\$ 177.96
08-30250-01	Tracy L. Gilbreath	1-11-10	\$ 36.41
08-30250-02	Delores Arenivas	6-13-11	\$ 104.89
08-00360-00	Howard Hatfield	6-10-10	\$ 161.64
08-02750-09	Manuel Cabello	7-30-08	\$ 80.00
08-03100-07	Ismael Valdez	1-15-10	\$ 42.41
08-03100-09	Josie A. Dominguez	12-22-10	\$ 8.90
08-03100-10	Jennifer V. Perez	5-03-11	\$ 54.41
08-03620-01	Angela Doubrawa	6-20-11	\$ 18.12
08-04990-01	Victor T. Martinez	8-26-10	\$ 98.45
08-05620-00	Jose Lozoya	6-30-10	\$- 15.72
08-06220-07	Danny Wright	2-03-10	\$- .96
08-06440-13	Melissa Mendoza	3-03-11	\$ 305.09
08-06440-14	Antonio Gardea Jr.	6-24-11	\$ 234.57
08-11470-04	Juan Gonzalez	5-11-10	\$ 60.09
08-11480-17	Obbye Valenzuela	6-24-10	\$ 87.85
08-11770-23	Joseph Hollcroft	3-31-10	\$ 22.50
08-11820-02	Mysti Corsaut	3-22-10	\$- 65.54
08-11820-03	Stephanie Colston	11-12-10	\$ 4.08
08-11920-13	Marissa Gutierrez	10-11-10	\$ 265.52

**TOTAL BOOK 8** \$ **1894.48**

**BOOK 9**

09-01020-15	Humberto Valenzuela	1-14-10	\$ 54.10
09-01020-17	Maria S. Ocon	3-10-11	\$ 11.90
09-03460-12	Kathleen E. Dohrer	1-28-10	\$- 11.75
09-04140-07	Natalie Carreon	3-12-10	\$ 282.34
09-04660-05	Leticia Chacon	12-01-10	\$ 170.28
09-04760-01	Angelica Villalobos	3-24-10	\$ 65.21
09-05460-01	Candi Ruiz	5-17-11	\$ 4.94

**TOTAL BOOK 9 \$ 577.02**

**BOOK 10**

10-07000-07	Derek Verhamme	3-14-11	\$ 131.30
10-07180-05	Sammy Oroz	3-23-10	\$ 57.48
10-07320-11	Roberto Sepeda Jr.	12-07-10	\$ 99.83
10-07360-06	Siclade Orozco	9-14-10	\$ 16.01
10-08640-08	William Griffin	6-15-10	\$ 57.71

**TOTAL BOOK 10 \$ 362.33**

**BOOK 11**

11-00220-03	Niki Cook	7-20-10	\$- .36
11-00760-02	Jesus J. Salcido	3-14-11	\$ 154.51
11-03600-07	Prisma Brito	7-20-10	\$ 56.56
11-03900-01	Charlie J. Lewis	8-12-10	\$ 245.39
11-04120-01	Luis Chavez	8-09-10	\$ 8.76
11-04400-06	Shelly Smith	4-19-11	\$ 107.83
11-04580-02	JE Swinton	11-11-10	\$ 20.60
11-06120-15	Jerry Williams	5-06-10	\$ 21.16
11-07600-03	Jeff Broom	2-21-11	\$- 19.18
11-09060-01	Sabrena Smithfield	8-02-10	\$ 102.17
11-13370-01	Marquetta Davalos	3-01-11	\$- 60.82

**TOTAL BOOK 11 \$ 636.62**

**BOOK 12**

12-00600-04	Delfino P. Ortega	4-13-10	\$ 107.48
12-02720-07	Logan Collins	3-16-11	\$ 112.11
12-03140-13	Bradley D. Collins	12-29-10	\$- 5.00

**BOOK 12 CONTINUED**

12-03250-00	Frank Lopez	7-12-11	\$ 211.58
12-03870-01	Ron Carson	4-11-11	\$ 139.46
12-06920-00	Jim's Service Station	4-06-11	\$ 70.84
12-06920-01	Babo's Car Wash	10-12-10	\$ 345.80
12-08120-01	Mike McDonald	4-01-10	\$ 619.60
12-08810-03	Marla J. Cope	2-26-10	\$ 53.40
12-10170-01	Lidia L. Moreno	9-13-10	\$ 36.99

**TOTAL BOOK 12 \$ 1692.26**

**BOOK 13**

13-01070-02	Sarah Pollard	5-25-10	\$ 189.40
13-02400-02	Harold Sanders	7-12-11	\$ 133.13
13-02420-10	Julian N. Gomez	9-14-10	\$ 93.76
13-02750-09	Rosa Villalobos	7-14-10	\$ 154.91
13-03280-09	LaKeasha Sims	8-12-10	\$ 77.06
13-03290-06	Valerie M. Diaz	3-05-10	\$ 87.05
13-03290-07	Matthew Z. Reed	5-04-11	\$ 93.52
13-03400-07	Anna L. Prieto	7-22-10	\$ 92.12
13-03760-04	Juan Rodriguez	1-12-10	\$ 99.90
13-03900-02	Mirtha S. Marquez	6-30-10	\$ 42.96

**TOTAL BOOK 13 \$ 1063.81**

**BOOK 14**

14-00960-10	Samantha T. Knoll	12-01-10	\$ 48.08
14-01010-10	Jessica Salazar	7-06-10	\$ 89.92
14-01040-08	Carolina Cueto	2-15-10	\$ 53.41
14-02640-04	Patti Roberson	5-28-10	\$- 48.98
14-03320-01	Nadine Wilson	9-02-10	\$- 4.50
14-03800-05	Lucy Renteria	10-12-10	\$ 78.66
14-03920-02	Si Marchbanks (Deceased)	8-12-10	\$ 126.00
14-04860-01	Nathan A. Everett	2-11-10	\$ 160.38

**TOTAL BOOK 14 \$ 502.97**

**BOOK 15**

15-00420-00	Hair Express	7-01-10	\$ 34.99
15-02540-04	Abel Moreno	2-22-10	\$ 144.79
15-05440-01	Oscar N. Martinez	4-27-10	\$ 64.11

**TOTAL BOOK 15** \$ **243.89**

**BOOK 16**

16-00260-03	Cynthia S. Quiroz	8-27-10	\$ 34.40
16-01540-00	Brian Urlacher Cross Country	2-01-10	\$ 889.10
16-03600-00	Mark's Engine Repair	2-10-11	\$ 5.79
16-08980-09	Maria I. Garcia	5-06-10	\$ 48.74

**TOTAL BOOK 16** \$ **981.03**

**BOOK 17**

17-01070-01	Marc Vincent	10-12-10	\$ 177.78
17-01090-03	Marcus a. Vincent	8-06-10	\$ 3.41
17-01240-11	Mamie Ysasi	8-31-10	\$ 33.72
17-01920-09	Elizabeth Hernandez	3-12-10	\$ 90.66
17-02040-05	Paul Ray Fisher	4-02-10	\$ 18.78
17-03020-03	Bianca L. Gutierrez	1-05-11	\$ 200.00
17-03080-05	Nancy Garcia	2-01-10	\$ 16.87
17-03100-10	Juanita R. Silverio	6-13-11	\$ 149.07
17-04320-10	Samantha V. Valenzuela	6-13-11	\$ 9.83
17-04400-08	Bobby Bostick	10-18-10	\$ 187.30

**TOTAL BOOK 17** \$ **884.42**

**BOOK 18**

18-05390-00	Troy G. Harris	6-17-11	\$ 27.84
18-05720-08	Noel V. Ontiveros	6-08-11	\$ 35.49
18-05940-08	Soyla Marquez	10-12-10	\$ 176.98
18-06000-08	Ofelia Rivera	5-05-10	\$ 120.87
18-06440-07	Byron N. McBride	9-14-10	\$ 14.53
18-06700-03	Ira Aragon	9-23-10	\$ 217.42
18-07260-05	Angelica Perez	10-16-10	\$ 54.58

**TOTAL BOOK 18** \$ **647.71**

### BOOK 19

19-01620-01	Modesta Madrid	5-18-10	\$ 8.41
19-02040-00	Tony Garcia	6-16-10	\$ 40.77
19-03340-01	Jim Garrett	10-01-10	\$ 58.47
19-04480-04	Gregory Huffman	7-12-10	\$ 28.45
19-10820-12	Jennifer Carroll	8-04-10	\$ 37.85
19-10900-13	Zulema Lopez	11-01-10	\$ 27.24
19-10905-00	Warner Moodie	3-16-11	\$ 129.88
19-10990-10	Jennifer Martinez	2-04-10	\$ 112.91
19-11850-10	Paula Warford	3-25-10	\$ 107.79
19-11860-06	Connie S. Compton	4-13-10	\$ 95.91
19-11880-14	Paula Sandoval	3-08-10	\$ 68.90
19-11910-10	Karla Scheller	6-30-10	\$ 17.74
19-12010-19	Robert Henry	4-05-10	\$ 19.73

**TOTAL BOOK 19** \$ 754.05

### BOOK 20

20-01840-00	Howard Strawn	3-24-10	\$ 507.50
20-03540-00	Annie Rhodes	4-26-10	\$ 37.31
20-04450-00	Linda L. Wiggins	5-03-10	\$ 341.52
20-07100-01	Guillermo G. Rodriguez	3-31-11	\$ 361.41

**TOTAL BOOK 20** \$ 1247.74

CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM



MEETING DATE: June 24, 2013

TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

**SUBJECT:** Consider Approval of Ambulance 5 Year Charge Offs  
**DEPARTMENT:** Fire Department  
**SUBMITTED BY:** Terrance Lizardo, Fire Chief  
**DATE SUBMITTED:** June 18, 2013

**STAFF SUMMARY:**

The EMS Division of the Fire Department have prepared the list of five year charge off's of uncollectible accounts for your approval. All efforts to collect, as well as processing through the collection agency, have been exhausted. As of June 18, 2013, the total of charge off's is \$43,010.20.

**FISCAL IMPACT:**

REVIEWED BY: \_\_\_\_\_

(Finance Director)

Charge off of \$43,010.20

**ATTACHMENTS:**

List of ambulance charge off's

**RECOMMENDATION:**

Motion to approve.

\_\_\_\_\_  
Department Head

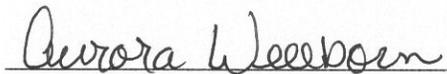
  
\_\_\_\_\_  
City Manager

FIVE YEAR CHARGE OFF LIST OF UNCOLLECTABLE ACCOUNTS  
AS OF JUNE 18,2013

LOVINGTON AMBULANCE SERVICE

THE TOTAL AMOUNT AS OF JUNE 18, 2012 IS \$43,010.20

The entire amount reflected above is to be written off this year. All of the accounts are un-collectible. Every one of these accounts had been sent to our collection agency in an effort to recoup this money. TSI as well as Sheila, Gracey, and I have tried and have exhausted all our efforts to track these debtors. Of the 91 accounts twenty eight were for patients whom were deceased. From July 2012 through June 2013 we have collected \$3,774.52 through Transworld Systems Inc, minus our investment of \$2,875.00 dollars.



Aurora Wellborn EMS Clerk

Dated: 6-18-13

See the attached itemized list of uncollectible ambulance accounts that will be written off

004103	\$455.29	006081	\$470.49
006526	\$412.65	007352	\$393.45
007352	\$452.09	007935	\$1453.69
006642	\$608.89	007065	\$266.56
007707	\$1424.89	007143	\$1424.89
006808	\$266.56	006808	\$429.76
006751	\$599.29	007285	\$149.89
002913	\$464.89	002913	\$484.09

GRAND TOTAL \$ 43,010.20

006552	\$1424.89	007283	\$477.76
006909	\$266.56	006860	\$128.81
007850	\$430.29	006659	\$266.56
007645	\$464.89	007956	\$552.40
006910	\$282.56	006206	\$283.05
006953	\$455.29	006635	\$484.09
006521	\$45.52	006521	\$136.30
004725	\$276.16	007487	\$266.56
006981	\$1032.93	007052	\$618.49
007393	\$1434.49	007330	\$455.29
007107	\$455.29	006597	\$333.76
006640	\$608.89	007589	\$608.89
007956	\$559.64		

007229	\$455.29	007732	\$285.76
007429	\$455.29	006601	\$455.29
007913	\$119.30	007449	\$276.16
007167	\$266.56	004989	\$163.15
004989	\$87.46	007152	\$628.09
006806	\$464.89	006219	\$1415.29
006219	\$55.23	006545	\$317.56
006879	\$290.56	006964	\$282.56
007077	\$462.12	006586	\$556.69
006863	\$81.78	006993	\$455.29
006960	\$608.89	006771	455.29
006499	\$608.89	006499	\$266.56
006552	\$285.76		

006306	\$569.72	006517	\$184.37
006524	\$537.45	008007	\$92.48
006936	\$484.09	007294	\$276.16
006065	\$492.85	006857	\$695.29
007216	\$54.01	007399	\$412.65
007538	\$278.56	006982	\$482.61
003111	\$773.02	007068	\$405.25
007068	\$426.46	006618	\$464.89
006618	\$455.29	006618	\$474.49
005111	\$452.25	006677	\$266.56
006824	\$503.29	007394	\$266.56

CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM



MEETING DATE: June 24, 2013

TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

**SUBJECT:** Consider Approval of Fern Subdivision Replat  
**DEPARTMENT:** Planning and Zoning Commission  
**SUBMITTED BY:**  
**DATE SUBMITTED:** June 17, 2013

**STAFF SUMMARY:**

Virgil Petree has presented a replat of Lot 3, Block 5 of the Fern Subdivision. He will be dividing Lot 3 into three 50' x 140' lots.

The Planning and Zoning Commission recommend approval of this replat.

**FISCAL IMPACT:**

REVIEWED BY: \_\_\_\_\_

(Finance Director)

**ATTACHMENTS:**

Preliminary replat document (Lot numbers have been corrected on final plat)

**RECOMMENDATION:**

Motion to approve.

\_\_\_\_\_  
Department Head

  
\_\_\_\_\_  
City Manager

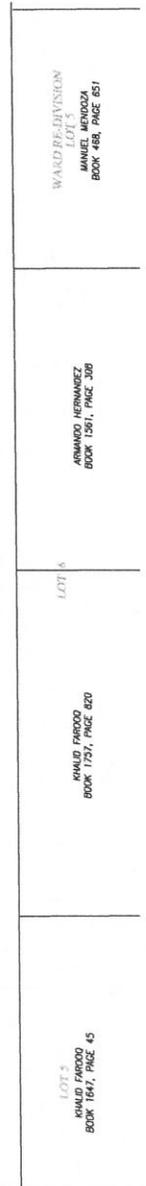
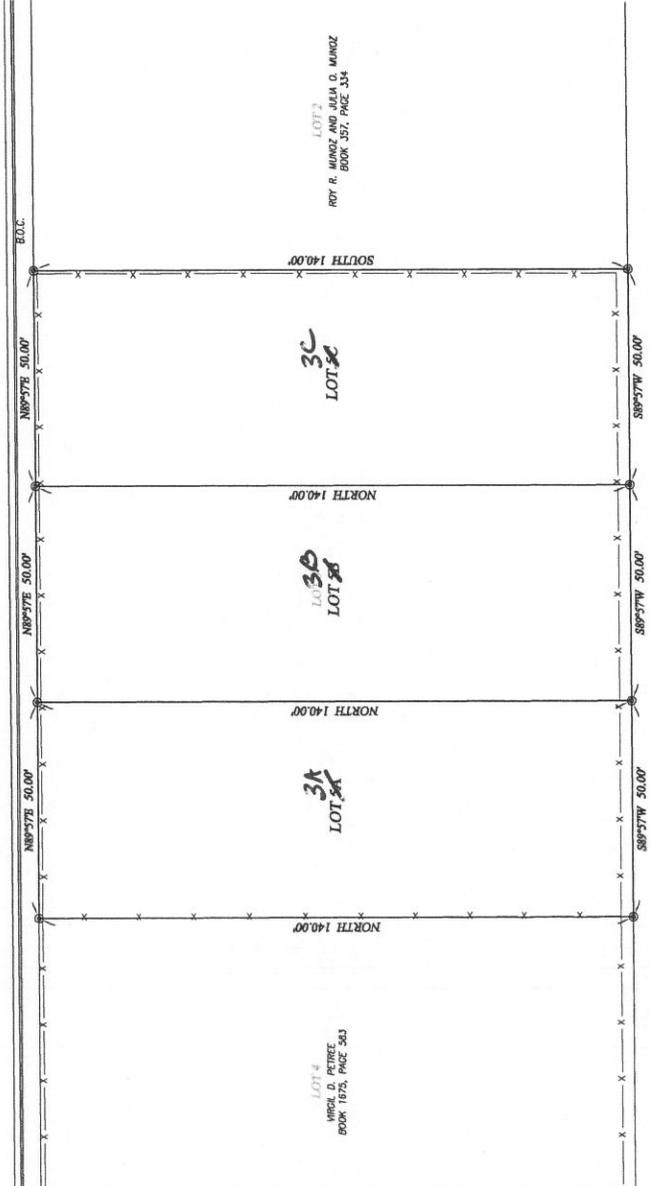
**LEGEND**

- ⊙ - DENOTES SET 1/2" STEEL ROD W/CAP MARKED "MSC PS 12641"
- X — - DENOTES FENCE LINE

**NOTE:**

BEARINGS SHOWN HEREON ARE BASED ON THESE BEARINGS DISCUSSED ON THE PLAT OF FERN SUBDIVISION, CITY OF LOVINGTON, LEA COUNTY, NEW MEXICO, BOOK 1647, PAGE 45, AND PLAT ON PAGE 64 IN THE OFFICIAL RECORDS OF LEA COUNTY, NEW MEXICO. DISTANCES ARE SURFACE VALUES.

KINGWOOD AVENUE



**REPLAT OF LOT 3, BLOCK 5, FERN SUBDIVISION, CITY OF LOVINGTON, LEA COUNTY, NEW MEXICO**

DIVISION OF LOT 3, BLOCK 5, FERN SUBDIVISION TO THE CITY OF LOVINGTON, LEA COUNTY, NEW MEXICO, INTO THREE LOTS.

SAID LOT IS BEING DIVIDED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER THEREOF, SURRENDERED AND SUBDIVIDED AS THE SAME APPEARS HEREON. EXISTING UTILITIES SERVING THESE LOTS CROSSING EACH OTHER ARE HEREBY RESERVED A LIABILITY AGREEMENT, TOGETHER WITH THE RIGHT OF ADDRESS CHANGE, TO BE FILED WITH THE CITY OF LOVINGTON, LEA COUNTY, NEW MEXICO, FOR CONSTRUCTING, RELOCATING, INSPECTING, MAINTAINING, OR REPAIRING SAID UTILITIES.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER OF SAID LAND, HAVE HEREUNTO SET HIS HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

WIRGL D. PETRIE  
BOOK 1673, PAGE 363

**ACKNOWLEDGMENT**

STATE OF NEW MEXICO  
COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011,

NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

**CERTIFICATE OF MUNICIPAL APPROVAL**

I, JAMES R. WILLIAMS, CITY MANAGER FOR THE CITY OF LOVINGTON, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING PLAT IN THE CITY OF LOVINGTON, LEA COUNTY, NEW MEXICO, WAS REVIEWED AND DEEMED COMPLIANT WITH THE MUNICIPAL SUMMARY PROCESS REGULATIONS ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

JAMES R. WILLIAMS, CITY MANAGER  
ATTEST: CAROLE ANN HOOGUE, CITY CLERK

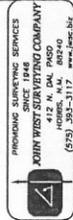
**ACKNOWLEDGMENT**

STATE OF NEW MEXICO  
COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011,

NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

**PRELIMINARY**  
**This Document Shall Not**  
**Be Recorded For Any Purpose**



FILE NO: D-1133  
DATE: 5/28/11

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

and recorded in: \_\_\_\_\_ of \_\_\_\_\_, 2011.  
Cabinet \_\_\_\_\_, Page \_\_\_\_\_  
Book \_\_\_\_\_, Folio \_\_\_\_\_  
Pat. Sylvia Chappelle, Lea County Clerk  
By \_\_\_\_\_ Deputy

**SURVEYOR'S CERTIFICATE:**

I, RONALD J. EDSON, NEW MEXICO PROFESSIONAL SURVEYOR No. 3239, DO HEREBY CERTIFY THAT THE SURVEY AND PLAT HEREON WERE PREPARED AND DRAWN UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

RONALD J. EDSON  
DATE: \_\_\_\_\_

CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM



MEETING DATE: June 24, 2013

TYPE:  RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

SUBJECT: Consider Approval of Simpson Subdivision Final Plat  
DEPARTMENT: Planning and Zoning Commission  
SUBMITTED BY:  
DATE SUBMITTED: June 17, 2013

**STAFF SUMMARY:**

Mary Ann Marquez has submitted a replat of lots 12, 13, and 14, Block 1, of the Simpson subdivision. She is wishing to eliminate lot 13 and expand the size of lot 12 and 14.

The Planning and Zoning Commission has recommended approval of this replat.

**FISCAL IMPACT:**

REVIEWED BY: \_\_\_\_\_

(Finance Director)

**ATTACHMENTS:**

Replat document.

**RECOMMENDATION:**

Motion to approve.

\_\_\_\_\_  
Department Head

  
\_\_\_\_\_  
City Manager

**SUMMARY REVIEW**

REPLAT OF LOTS 12, 13 AND 14, BLOCK 1 SIMPSON SUBDIVISION,  
CITY OF LOVINGTON, LEA COUNTY, NEW MEXICO

**LEGAL DESCRIPTION**

LOT 12-A OF SIMPSON SUBDIVISION:  
IS FORMERLY LOT 12 AND THE EAST HALF OF LOT 13 CONTAINING (7501 SQ FT) 0.1722 AC± MORE OR LESS.

LOT 14-A OF SIMPSON SUBDIVISION:  
IS FORMERLY LOT 14 AND THE WEST HALF OF LOT 13 CONTAINING (7501 SQ FT) 0.1722 AC± MORE OR LESS.

**NOTE:**

AREA NORTH OF BLOCK 1 IS A 20' WIDE STRIP OF LAND THAT FUNCTIONS AS ACCESS AND UTILITY EASEMENT. NO FORMAL EASEMENT OR DEDICATION FOUND.

**OWNERS STATEMENT:**

PARCEL 2 IS BEING SUBDIVIDED AND REPLATED WITH THE FREE CONSENT AND APPROVAL OF THE DESIRES OF THE UNDERSIGNED OWNER(S) THEREOF, AND THE SURVEYED AND SUBDIVIDED AS THEY APPEAR ON THE PLAT AFFIXED HEREON.

MARY ANN S. MARQUEZ, LAND OWNER

**ACKNOWLEDGEMENT:**

STATE OF NEW MEXICO )  
 ) SS.  
COUNTY OF LEA )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013, BEFORE ME \_\_\_\_\_ KNOWN TO ME TO BE THE PERSON(S) DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC

**SURVEYOR'S CERTIFICATION**  
LYNN D. LANTZ, NEW MEXICO PROFESSIONAL SURVEYOR NO. 10856, DO HEREBY CERTIFY THAT THIS PLAT OF SURVEY WAS PREPARED FROM FIELD NOTES OF AN ACTUAL GROUND SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION; THAT IT ACCURATELY MEETS THE STANDARDS FOR LAND SURVEYS IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS.



LYNN D. LANTZ, N.M.P.S. No. 10856 Date 7 June 2013

CERTIFICATE OF MUNICIPAL SUMMARY PROCESS APPROVAL:  
I, JAMES WILLIAMS, CITY MANAGER FOR THE CITY OF LOVINGTON, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING PLAT IN THE CITY OF LOVINGTON, LEA COUNTY, NEW MEXICO WAS REVIEWED AND DEEMED COMPLIANT WITH THE NEW MEXICO SUMMARY PROCESS REGULATIONS ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

JAMES WILLIAMS, CITY MANAGER

CAROL ANN HOGUE, OMC, CITY CLERK

**ACKNOWLEDGEMENT:**

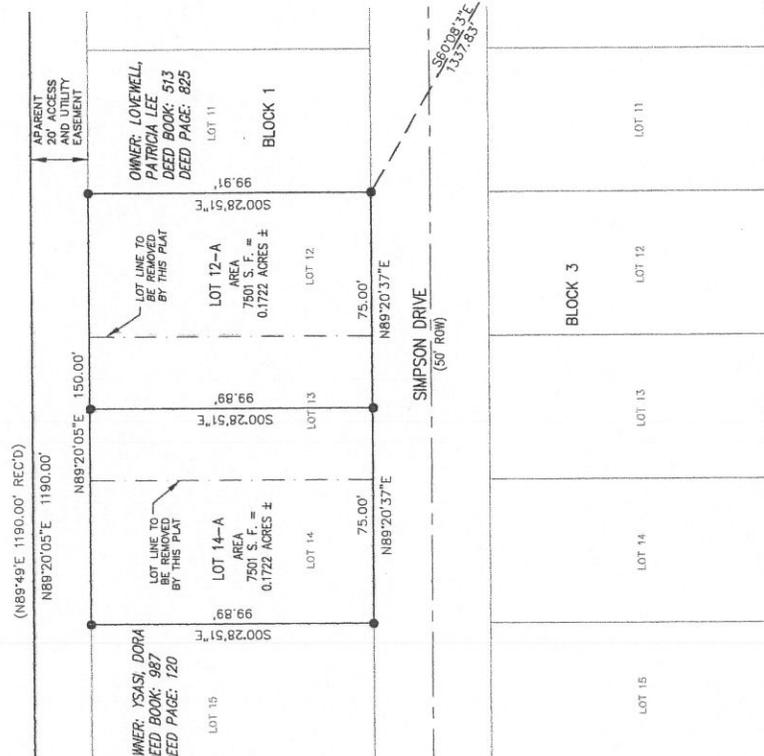
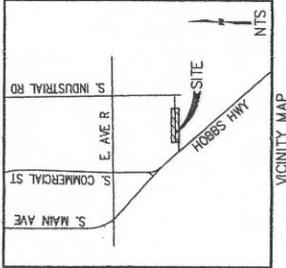
STATE OF NEW MEXICO )  
 ) SS.  
COUNTY OF LEA )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013, BEFORE ME \_\_\_\_\_ PERSONALLY APPEARED JAMES WILLIAMS AND CAROL ANN HOGUE KNOWN TO ME TO BE THE PERSON(S) DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY, MONTH AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC



FOUND 1/2" REBAR WITH MARKINGS  
E. 1/4, SECTION 15, T.16S., R.36E.,  
N.M.P.M.

CLIENT:	MARY ANN S. MARQUEZ
PROJECT NO.:	1320000400
FIELD WORK BY:	LDL AND RIF
DRAWN BY:	OR
CHECKED BY:	LDL
SCALE:	1:30
DATE:	6/06/13
SHEET:	1 OF 1

**Ferro & Company**  
1601 S. MAIN AVE.  
P.O. BOX 936  
LOVINGTON, NEW MEXICO 88260  
PH (575) 398-3377  
www.ferrocompany.com

**LEGEND**

● = SET 3/4" REBAR W/BUE PERMA CAP  
MARKED "PS 10856"

(S89°49'W 1361.4' RECD)  
S89°21'09"W 1361.40'

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_M AND RECORDED IN  
BOOK \_\_\_\_\_  
PAGE \_\_\_\_\_  
PAT CHAPPELLE, LEA COUNTY CLERK  
BY \_\_\_\_\_ DEPUTY

