CITY OF LOVINGTON
REGULAR MEETING OF THE CITY COMMISSION

MONDAY, JUNE 10, 2013 @ 5:30 P.M.
TO BE HELD AT 214 SOUTH LOVE STREET

AGENDA

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

OPEN MEETING

Call to Order	
Roll Call	
Invocation- Commissioner Granath	
Pledge of Allegiance- Commissioner Granath	
Approval of Agenda	
Approval of the Regular Minutes of May 28, 2013	**TAB 1**

ACTION ITEMS:

Consideration of Approval of Youth Center Board Appointment	**TAB 2**
Consideration of Approval of Planning & Zoning Board Appointments	**TAB 3**
Consideration of Approval of Park & Recreation Board Appointments	**TAB 4**
Consideration of Approval of Drought Conditions Proclamation	**TAB 5**
Consideration of Approval of Resolution 061013-01-PERA Plan	**TAB 6**
Consideration of Approval of Alcohol & Gaming Division Special Dispenser Permit for 2013 Lea County Fair & Rodeo	**TAB 7**
Consideration of Approval of Temporary Street Closure at 17th & Ave I – Wounded Warrior Fundraiser, June 22, 2013	**TAB 8**
Consideration of Approval to Sell Property – Main & Jefferson	**TAB 9**
Consideration of Approval of CAPERS Software Purchase Agreement	**TAB 10**
Consideration of Approval to Advertise Ordinance 511 – Planning & Zoning Commission Membership	**TAB 11**
Consideration of Approval of Accounts Payables	**TAB 12**

PUBLIC COMMENT

ADJOURNMENT

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

REGULAR MEETING OF THE CITY COMMISSION
TUESDAY, MAY 28, 2013 @ 5:30 P.M.
CITY COMMISSION CHAMBERS, 214 S. LOVE STREET

Present and answering roll call: Mayor Drummond, Commissioners Gandy and Benge.

Also present: City Manager James Williams, Finance Director Mashell Stephens, Administrative Assistant Imelda Gutierrez, City Clerk Carol Ann Hogue, Lieutenant Troy Brackeen, and City Attorney Mike Newell,

Not Present: Chief of Police Danny Bryant, Assistant City Manager Jared Cobb, City Attorney Patrick McMahon, Commissioners Neil Granath and David Trujillo.

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

Invocation: Commissioner Benge gave the invocation

Pledge of Allegiance: Commissioner Benge led the pledge

Approval of Agenda: Mayor Drummond asked for a motion to approve the agenda as submitted. Commissioner Gandy so moved to amend the agenda and change the Youth Center Board Member Justin Davis' term expiration date from April 27, 2009 to April 27, 2013. Commissioner Benge seconded. Motion was approved.
Approval of the Regular Minutes of May 13, 2013: Mayor Drummond asked for a motion for approval of the regular minutes of May 13, 2013. Commissioner Benge so moved. Commissioner Gandy seconded. Motion was approved.

NON-ACTION ITEMS:
Discussion of Library Board Appointment: Mayor Drummond stated that Jill Johnson is moving and has turned in her resignation from the Lovington Public Library Board. Mrs. Johnson's term expires in January of 2016. City Manager Williams is requesting input from the public to provide names of interested individuals in the community willing to serve on this board. No action was taken.
Discussion of Youth Center Board Appointment: Mayor Drummond stated that Justin Davis' term expired in April 27, 2013. City Manager Williams is requesting input from the public to provide names of interested individuals in the community willing to serve on this board. No action was taken.
Discussion of Planning & Zoning Board Appointment: Mayor Drummond stated that Nell Lewis and John Benard have resigned from the P&Z Board. Mrs. Lewis current term expires May 2014 and Mr. Benard term expired April 2013. The P&Z Board has recommended Abel Cabello as an appointment. The Board feels that a representative from local utility companies be appointed to serve on the board. No action was taken.

ACTION ITEMS:

Consideration of Approval of 2013-2014 Interim Budget: Mayor Drummond called for a motion to approve the 2013-2014 Interim Budgets. City Manager Williams stated that no major changes have been made since the Commission Workshop. Once the interim budget is approved, it will be submitted to DFA for review and approval. Once that has been received, a resolution adopting the budget will be presented to Commission. Commissioner Gandy so moved. Commissioner Benge seconded. Motion was approved.

Consideration of Approval of Resolution 052813-01 – Central Plaza Phase II & Exhibit A: Mayor Drummond called for a motion to approve the resolution 052813-01 – Central Plaza Phase II and Exhibit A. City Manager Williams stated that staff is working with Lovington MainStreet on a grant application offered through the New Mexico MainStreet Program. If awarded, the funding would be used to construct the second phase of Central Plaza. Commissioner Benge so moved. Commissioner Gandy seconded. Motion was approved.

Consideration of Approval of Amendment to Minutes of August 13, 2012 Regular Commission Meeting: Mayor Drummond called for a motion to approve the amendment to minutes of August 13, 2012. City Manager Williams stated the vacation plat reflected the vacation of Main Street from Highway 82 to Gum Street, in order to keep the same address of the hospital, the vacation plat was modified. It is recommended that the minutes be amended to reflect Commission action on this item to read "as filed". Commissioner Benge so moved. 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. City Manager Williams stated that the Fire Department prepared the Palmer Drought Index summary report it listed our area in an extreme drought condition. By enacting this proclamation, it will restrict the sale and use of certain fireworks. In addition, it will limit the areas where fireworks may be used. Commissioner Gandy so moved. Commissioner Benge seconded. Motion was approved.

Consideration of Approval of Two Hour Parking on Central & Washington between Main & Love Street: Mayor Drummond called for a motion to approve the two hour parking. City Manager Williams stated that business owners on the North & South sections of the town square have requested that a two hour parking limit signs be placed. Commissioner Benge so moved. Commissioner Gandy seconded. Motion was approved.

Consideration of Approval of Hibbett Sports Request for City Sales Tax Rebate: Mayor Drummond called for a motion to approve the request from Hibbett Sports for City Sales Tax Rebate. The initial request for tax rebate would be the City's portion of sales tax collected for the first three years. Hibbett Sports reports an annual sale of $800,000 at each of their locations. Commissioner Gandy stated that some business owners he spoke to did not agree to this request. Commissioner Gandy so moved. Commissioner Benge seconded and a roll call vote was taken: Mayor Drummond, no; Commissioner Gandy, no; and Commissioner Benge, no. Motion was not approved.

Consideration of Approval of Ordinance 506 – Lovington Affordable Housing Ordinance: Mayor Drummond called for a motion to approve Ordinance 506. City Manager Williams stated that every county has adopted this ordinance. It has been published for over 30 days to allow for public comment. This ordinance has been reviewed and approved by the NM Mortgage Finance Authority. Commissioner Benge so moved. Commissioner Gandy seconded. Motion was approved.

Consideration of Approval of Ordinance 507 – Lovington Parks & Recreation Board: Mayor Drummond called for a motion to approve Ordinance 507. City Manager Williams stated that the Commissioners will need to appoint one Commissioner, three individuals who reside in the City of Lovington, one individual who resides in the Lovington Extraterritorial Zone (ETZ), and two individuals between the ages of fifteen and twenty. It has been published for over 30 days to allow for public comment. Mayor Drummond recommended Clint Laughrin & Commissioner Neil Granath and Commissioner Gandy recommended Tanner Gandy. Commissioner Benge so moved. Commissioner Gandy seconded. Motion was approved.

Consideration of Approval of Ordinance 508 – Mobile Business License & Transient & Itinerant Vendor Licenses: Mayor Drummond called for a motion to approve Ordinance 508. The ordinance will enact a mobile business permit for use by established businesses who wish to conduct mobile operations. A fee of $100 per year would be charged if businesses elect to operate in this manner. The transient & itinerant vendor license will be amended to a license issued for a period of 7 consecutive days. A $500 fee would be assessed each time the license is applied for. A penalty fee of $500 per violation will be assessed. Commissioner Gandy so moved. Commissioner Benge seconded. Motion was approved.

Consideration of Approval of Ordinance 509 – Amend Industrial Water Rate Definition and Establish Industrial Water Rate II: Mayor Drummond called for a motion to approve Ordinance 509. This ordinance will modify the definition to incorporate the definition that an Industrial Water Rate will be collected for businesses that obtain service for use in production or manufacturing services on the site of their place of business. A new chapter will be established that states that a rate of $7.10 will be charged for the first 1,000 gallons or less, and each additional 100 gallons at a charge of $0.67. Charges will be collected from customers obtaining service for use or sale of water off site of their principal place of business or from City of Lovington supply sites. Commissioner Benge so moved. Commissioner Gandy seconded. Motion was approved.

Consideration of Approval of Ordinance 510 – Amend Notice to Abate & Removal of Nuisances by City – Lien: Mayor Drummond called for a motion to approve Ordinance 510. This ordinance will allow the City to remove nuisances and file liens if necessary. Commissioner Benge so moved. Commissioner Gandy seconded. Motion was approved.

Consideration of Approval of Setback Variance for Lots 25 & 36 at Sunrise Addition: Mayor Drummond called for a motion to approve the variance. The developers made an error when building two homes on Aspen & 7th Street not conforming to the requirements of having a 15 feet setback for the street side of a corner lot. The P&Z Board recommended approving the variance. Commissioner Benge so moved. Commissioner Gandy seconded. Motion was approved.

Consideration of Approval of Setback Variance for Lot 9 at Fairview Addition: Mayor Drummond called for a motion to approve the variance. This is a triangle shape property. Due to the shape, the home will not fit properly within the required 25 feet setbacks. The P&Z Board recommended approving the variance contingent upon Mrs. Perales having the valid title to the land. Commissioner Benge so moved. Commissioner Gandy seconded. Motion was approved.

Consideration of Approval of Variance at 505 W. Harrison – Foundation for Manufactured Home: Mayor Drummond called for a motion to approve the variance. This variance is to leave a double-wide trailer blocked vs. permanent foundation required by the City Ordinance. The P&Z Board recommended denying the request. Commissioner Gandy so moved. Commissioner Benge seconded. Motion was not approved.

PUBLIC COMMENT: None

OTHER:

- City Attorney Mike Newell stated that it was a pleasure to be at the meeting.
- Commissioner Gandy stated that the sign on U.S. 82 & 17th Street needs to be fixed.

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 10, 2013

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

SUBJECT: Consider Approval of Youth Center Board Appointment
DEPARTMENT: Youth Center
SUBMITTED BY:
DATE SUBMITTED: May 30, 2013

STAFF SUMMARY:

The Youth Center Director has recommended Megan Hardin to serve on the Youth Center Board for a 4 year term.

FISCAL IMPACT:

REVIEWED BY: Jami Bailey
(Finance Director)

ATTACHMENTS:

RECOMMENDATION:

Motion to approve appointment.

Department Head

City Manager

CITY OF LOVINGTON

COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 10, 2013

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

SUBJECT: Consider Planning and Zoning Commission Appointments
DEPARTMENT: Planning and Zoning
SUBMITTED BY:
DATE SUBMITTED: June 5, 2013

STAFF SUMMARY:

The City Planning and Zoning Commission is in need of filling two vacant positions. One position is to fulfill an expired term and one to fill the remaining term of a member who has resigned (expires 5/14).

A recommendation was received from the Planning and Zoning Commission was to appoint Abel Cabello to fill one of the vacant positions.

At the time of preparation of this document, staff are still awaiting response from utility companies that have been asked for employees to serve on this commission.

FISCAL IMPACT:

REVIEWED BY: _____
(Finance Director)

ATTACHMENTS:

RECOMMENDATION:

Motion to appoint recommended individuals.

_____
Department Head

_____
City Manager

CITY OF LOVINGTON

COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 10, 2013

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

SUBJECT: Consider Parks and Recreation Board Appointments
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: June 5, 2013

STAFF SUMMARY:

The Parks and Recreation Board requires appointments approved by Commission. We have a need to fill the following positions, with recommendations and interested parties names listed by each:

City Commissioner:
Three (3) City Residents: Michael Gallagher, Abel Cabello, Evelyn Holguin, Ginger Granath, Clint Laughrin
ETZ Representative: Marla Price
Two (2) Youth Representatives: Tanner Gandy, Victoria Ochoa

3 members will be appointed for a 1 year term, 2 members for a 2 year term, and one member for a 3 year term. The City Commissioner term runs concurrent with their elected term.

FISCAL IMPACT: *REVIEWED BY:* _____
(Finance Director)

ATTACHMENTS:

RECOMMENDATION:

Motion to appoint chosen members, specifying the length of term.

_____ _____
Department Head **City Manager**

CITY OF LOVINGTON

COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 10, 2013

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

SUBJECT: Consider Approval of Drought Proclamation
DEPARTMENT: Fire Department
SUBMITTED BY: Terrance Lizardo, Fire Chief
DATE SUBMITTED: June 3, 2013

STAFF SUMMARY:

In the event that drought conditions do not fall below severe, the Commission needs to take action on approving or not approving the emergency drought proclamation, which bans the sale and use of certain fireworks within the City of Lovington.

At the last City Commission meeting, a similar proclamation was adopted. However, this proclamation was only in effect for 30 days and will not cover the July 4th holiday. The approval of this proclamation will ensure that the holiday is covered.

Chief Lizardo will also advise Commission of the dates fireworks will be authorized for use. This type of restriction is authorized by City Ordinance 8.20.055

FISCAL IMPACT:

REVIEWED BY: _____
(Finance Director)

ATTACHMENTS:

Drought Proclamation

RECOMMENDATION:

Motion to approve

Department Head

City Manager

CITY OF LOVINGTON

DROUGHT CONDITIONS PROCLAMATION

WHEREAS, the Governing Body of the City of Lovington has obtained information and forecasts from the National Weather Service concerning drought indices; and

WHEREAS, the Governing Body of the City of Lovington has obtained relevant information from the New Mexico State Forester concerning drought conditions; and

WHEREAS, the Governing Body of the City of Lovington held a public meeting on May 28, 2013, to determine whether the City of Lovington is affected by drought conditions and whether fireworks restrictions should be imposed within the municipal boundaries of the City; and

WHEREAS, the Governing Body made certain findings of fact based upon information provided during the public hearing; and

WHEREAS, one of the finding of the Governing Body was that the City was affected by drought conditions based on current drought indices published by the National Weather Service and other information supplied by the New Mexico State Forester.

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

Section 1: Drought conditions exist within the municipal boundaries of the City of Lovington.

Section 2: In addition to any ordinance that may have been enacted pursuant to NMSA 1978 §60-2C-8.1, the sale and use within the municipal boundaries of the City of Lovington of missile-type rockets, helicopters, aerial spinners, and stick type rockets is prohibited by this Proclamation.

Section 3: In addition to any ordinance that may have been enacted pursuant to NMSA 1978 §60-2C-8.1, the sale and use within the municipal boundaries of the City of Lovington of ground audible devices including chasers and firecrackers are prohibited by this Proclamation.

Section 4: The use of otherwise permissible fireworks, including: cone fountains, crackling devices, cylindrical fountains, flitter sparklers, ground spinners, illuminating torches, toy smoking devices, wand wheels is hereby limited to areas within the municipal boundaries that are paved or barren or to areas that have a readily accessible source of water.

Section 5: The Governing Body, having consulted with the State Forester, prohibits the use of all fireworks within areas that are covered wholly or in part by timber, brush, or native grass.

Section 6: This Proclamation is effective for a period of thirty days from this date.

APPROVED THIS 10th DAY OF JUNE, 2013.

DIXIE DRUMMOND, MAYOR

CAROL ANN HOGUE, CITY CLERK

CITY OF LOVINGTON

COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 10, 2013

TYPE: [✓] RESOLUTION [ ] ORDINANCE [ ] PROCLAMATION [ ] INFORMATION [ ] OTHER ACTION

SUBJECT: Approval of Resolution 061013-01 - PERA
DEPARTMENT: City Clerk/HR
SUBMITTED BY: Carol Ann Hogue, City Clerk
DATE SUBMITTED: June 3, 2013

STAFF SUMMARY:

Staff have prepared Resolution 061013-01 which is necessary to change fire department retirement. After adoption, an election by participating members will be conducted to approve the plan change. This retirement plan change was incorporated into the FY 2013-2014 budget.

FISCAL IMPACT:

REVIEWED BY: Marlee Stephens
(Finance Director)

At present salary of fire department employees, $215,000. These employees are not receiving the 3% COLA.

ATTACHMENTS:

Resolution 061013-01

RECOMMENDATION:

Motion to approve

Carol Ann Hogue
Department Head

City Manager

RESOLUTION NO. 061013-01

A RESOLUTION APPROVING PARTICIPATION IN PUBLIC EMPLOYEES RETIREMENT ASSOCIATION MUNICIPAL FIRE MEMBER COVERAGE PLAN 5

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

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

WHEREAS, the Public Employees Retirement Act authorizes Municipal Fire Member Coverage Plan 5 (NMSA 1978, Section 10-11-110 through Section 10-11-115, (1995) which provides a plan for retirement of three and a half (3.5%) of final average salary per year of service, under which the municipal employer contributes twenty-one and twenty-five one-hundredths percent (21.25%) of the members salary and the member employee contributes sixteen and two-tenths percent (16.2%) of salary to the state retirement fund; and,

WHEREAS, the governing board of the City of Lovington has determined that the adoption of PERA Municipal Fire Member Coverage Plan 5 is in the best interest of the City of Lovington and of its member employees; and,

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

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

That the Public Employees Retirement Association Municipal Member Coverage Plan 5 be, and the same hereby is, irrevocably adopted as the retirement plan for fire member employees of the City of Lovington.

PASSES, SIGNED, APPROVED AND ADOPTED this 10th day of June, 2013.

_____
Dixie Drummond, Mayor

ATTEST:

_____
Carol Ann Hogue, City Clerk

CITY OF LOVINGTON

COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 10, 2013

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

SUBJECT: Consider Approval of Special Dispenser Permit
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: June 3, 2013

STAFF SUMMARY:

The Lovington Inn has requested approval of a special dispenser permit for a beer garden at the 2013 Lea County Rodeo. Commission approval is required before the permit is issued by Alcohol and Gaming.

FISCAL IMPACT:

REVIEWED BY: _____
(Finance Director)

ATTACHMENTS:

Application packet

RECOMMENDATION:

Motion in the best interests of Lovington.

_____
Department Head

_____
City Manager

ALCOHOL & GAMING DIVISION
SPECIAL DISPENSER PERMIT APPLICATION (60-6A-12)

Fee Per day: ___ **$50.00 Public Celebration**
___ **$25.00 Private Event (Catered)** (all fees are non refundable)
A copy of all approved permits will be sent to the Special Investigations Division of the Department of Public Safety. They will notify you directly if they need additional information.

LICENSE HOLDER INFORMATION

Business Name (DBA) LOVINGTON INN LOUNGE Owner Name SOUTH PLAINS INVESTORS Liquor License # 0369
Local Option District LOVINGTON
Street Address 1600 W. AVENUE D Mailing Address SAME AS STREET ADDRESS
City, State & Zip LOVINGTON, NM 88260 Telephone # 575-396-5341 Fax # 575-396-1492

EVENT INFORMATION

Description of Event LEA COUNTY FAIR & PRCA RODEO Date(s) of Event _____ Begin Time _____ End Time _____
Physical Address of Event 101 SO. COMMERCIAL ST. Number of Persons expected _____
Description of Security County & City Police Dept Number of Security personnel to be at this function 9
Security Contact Name Stephanie Rice Telephone # 575.396.8686

SPONSOR INFORMATION

Sponsor of Event LEA COUNTY FAIRGROUNDS Contact Name Stephanie Rice Telephone # 575.396.8686

BUILDING/PROPERTY OWNER APPROVAL

Name (print) JAKE MCCLURE ARENA Signature Stephanie Rice Telephone # 575.396.8686 Date 6/3/13

LICENSE HOLDER & SERVER CERTIFICATION: I, TOM PYLE (Licensee) hereby certify that this event is within the same local option district as the dispenser's license, that event is not within 300 Ft. of a church or school unless alcoholic beverages were sold there prior to July 1, 1981 or a waiver is obtained from the local governing body. I further certify that all persons providing the service of alcoholic beverages are server certified and that they are my employees and that ALL the information in this application is true and correct.
NOTE: List of servers including name, server permit # and server expiration date must be attached to permit application.
Licensee agrees that if any statements or representations herein are found to be false, the director may refuse to issue additional permits.

Licensee Name (print) _____ Signature _____ Date _____
All profits derived from the sale of liquor will go only to the licensee. Only the owner or authorized person under this license may sign the permit.

NOTARY INFORMATION

Subscribed and Sworn before me this _____ day of _____, 20 ____ Notary Public _____ Exp. _____

LOCAL GOVERNING BODY APPROVAL

Print Name _____ Title _____ Date _____ Signature _____ Phone _____ Fax _____

ALCOHOL & GAMING DIVISION USE ONLY
Approved by: _____ Date _____ Permit Number _____
Attachments: 1) Floor plan – (Pictures) 2) Fees (listed on top of page) 3) Server information list

New Mexico Regulation and Licensing Department • Alcohol and Gaming Division
2550 Cerrillos Road • Santa Fe, New Mexico 87505 • (505) 476-4875 • Fax (505) 476-4595 • www.rld.state.nm.us

Rev. 07/12

SPECIAL DISPENSER PERMIT APPLICATION INSTRUCTIONS – PLEASE READ CAREFULLY

- ✓ Only the holder of a New Mexico Dispenser's license may apply for and be issued a Special Dispenser Permit (SDP). All applications must be filled out completely and the licensee's signature must be notarized. Incomplete applications may be returned to the licensee. A list of all servers who will be serving alcoholic beverages for this function must be submitted prior to AGD granting approval for any SDP.

- ✓ If security is deemed to be insufficient and based upon the number of attendees, AGD may disapprove the application.

- ✓ A detailed floor plan (8 ½ x 11) must be submitted showing exactly where the event is to be held. **Floor plan must be descriptively detailed and show the location of bars, serving areas, entrances, exits and enclosed or barricaded serving areas must also be clearly marked. If there are any patios or outside areas, indicate how they are enclosed to prevent alcohol from leaving the premises. Need to indicate the type and height of enclosure. The floor plan must also include the total square footage for the proposed service area, and pictures may be required when practicable.** Placement of security personal must be indicated. The signature of the Building/Property Owner allowing an alcohol function to take place in their facility is required

- ✓ The dispenser's license being used must be located in the same local option district where the event will be held. **The local governing body of the local option district must grant approval for the issuance of the permit. The local governing body includes city council, county clerk, mayor, etc.**

- ✓ A Public Celebration is defined as **any state or county fair, fiesta, cultural or artistic performance or professional athletic competition of a seasonal nature or activities held on an intermittent basis.** When making application for a Public Celebration, provide detailed information on the public celebration.

- ✓ **Only** the employees who are licensed servers, of the holder of the New Mexico dispenser's liquor license who is issued a Special Dispenser Permit may sell, dispense, or serve the alcoholic beverages.

- ✓ The local governing body where the event is to be held must have authorized Sunday Sales and the holder of the dispenser's license must have a valid Sunday Sales Permit issued by the Alcohol & Gaming Division or must have a special concession issued from the local governing body pursuant to Section 60-6A-12(E) NMSA, 1978.

- ✓ The approval Special Dispenser Permit and all required posters must be conspicuously posted at the approved location as outlined by the floor plan.

- ✓ All applications must be submitted as early as possible to ensure timely processing. Merely submitting an application does not constitute approval. If the licensee does not have the approved permit, sale, service and delivery of alcoholic beverages are not permitted.

- ✓ Ensure that required attachments are submitted: 1) Floor plan – (Pictures) 2) Fees (listed on top of page) 3) Server information list

THIS APPLICATION MUST BE RECEIVED BY THIS DIVISION AT LEAST 10 DAYS PRIOR TO THE EVENT:

Office Location: Alcohol & Gaming Division
2550 Cerrillos Rd.
Santa Fe, NM 87505

ALCOHOL & GAMING DIVISION
SPECIAL DISPENSER PERMIT APPLICATION (60-6A-11)

RECEIVED AUG 01 2012 ALCOHOL & GAMING DIVISION

RECEIVED JUL 25 2012 ALCOHOL & GAMING DIVISION

ENTERED

Fee Per day: ___ $50.00 Public Celebration
___ $25.00 Private Event (Catered) (all fees are non refundable)
A copy of all approved permits will be sent to the Special Investigations Division of the Department of Public Safety. They will notify you directly if they need additional information.

LICENSE HOLDER INFORMATION

Business Name (DBA) LOVINGTON INN LOUNGE Owner Name SOUTH PLAINS INVESTORS Liquor License # 0369
Street Address 1600 W AVENUE D Mailing Address SAME AS STREET ADDRESS Local Option District LOVINGTON
City, State & Zip LOVINGTON, NM, 88260 Telephone # 575-396-5341 Fax # 575-396-1491

EVENT INFORMATION

Description of Event Lea County Fair PRCA Rodeo Date(s) of Event August 7-11, 2012 Begin Time 6:00pm End Time 11:00pm
Physical Address of Event 101 S. Commercial Street Number of Persons expected 100,000
Description of Security County & City Police Dept. T-shirt Security Number of Security personnel to be at this function 2
Security Contact Name Stephanie Rice Telephone # 575-396-8686

SPONSOR INFORMATION

Sponsor of Event Lea County Fairgrounds Contact Name Stephanie Rice Signature Stephanie Rice Telephone # 575-396-8686

BUILDING/PROPERTY OWNER APPROVAL

Name (print) Jake McClure Arena Signature Stephanie Rice Telephone # 575-396-8686 Date 7/5/12

LICENSE HOLDER & SERVER CERTIFICATION: I, Tom Pyle (Licensee) hereby certify that this event is within the same local option district as the dispenser's license, that event is not within 300 Ft. of a church or school unless alcoholic beverages were sold there prior to July 1, 1981 or a waiver is obtained from the local governing body. I further certify that all persons providing the service of alcoholic beverages are server certified and that they are my employees and that ALL the information in this application is true and correct.
NOTE: List of servers including name, server permit # and server expiration date must be attached to permit application.
Licensee agrees that if any statements or representations herein are found to be false, the director may refuse to issue additional permits.

Licensee Name (print) South Plains Investors Signature (Licensee Only) Earl Tom Pyle Date 7-17-12
All profits derived from the sale of liquor will go only to the licensee. Only the owner or authorized person under this license may sign the permit. (seal)

NOTARY INFORMATION

Subscribed and Sworn before me this 17th day of July, 20 12 Notary Public Linda Skinner

LINDA KAY SKINNER
MY COMMISSION EXPIRES
March 11, 2014
Exp. 3-11-14

LOCAL GOVERNING BODY APPROVAL

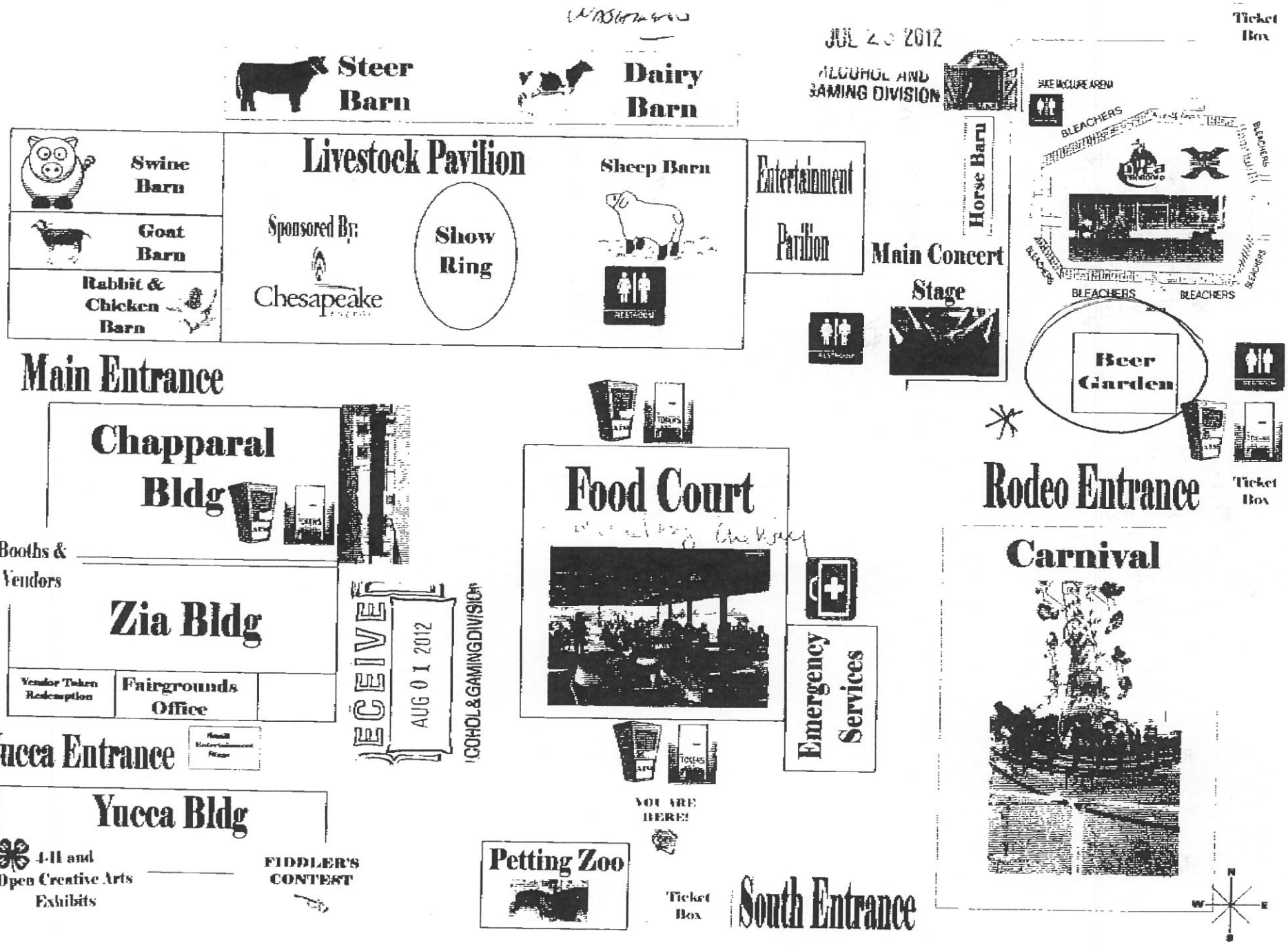
Print Name Dixie Drummond Title Mayor Date 07-30-2012 Signature Dixie Drummond Phone 575-396-8884 Fax 575-396-6328

ALCOHOL & GAMING DIVISION USE ONLY
Approved by: Marlene Mondragon Date 8/2/12 Permit Number 0800-12
Attachments: 1) Floor plan – (Pictures?) 2) Fees (listed on top of page) 3) Server information list

#0369

08/02/2012 14:21 FAX RECEIVED 08/02/2012 14:18 5753961492 LOVINGTON INN 001/016

RECEIVED
JUL 2 3 2012
ALCOHOL AND GAMING DIVISION



LOVINGTON INN 003/016
RECEIVED 08/02/2012 14:18 5753961492
08/02/2012 14:21 FAX

CITY OF LOVINGTON

COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 10, 2013

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

SUBJECT: Consider Approval of Temporary Street Closure
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: May 28, 2013

STAFF SUMMARY:

Halsell Family Chiropractic Center has requested the temporary closure of West Avenue I in front of their business on June 22, 2013 between 11 a.m. and 1 p.m. They are hosting a fundraiser for the Wounded Warrior Project.

Halsell has contacted the Good Samaritan Nursing Home and they advised they have no issue with the temporary closure.

FISCAL IMPACT:

REVIEWED BY: _____
(Finance Director)

ATTACHMENTS:

RECOMMENDATION:

Motion to approve.

_____
Department Head

_____
City Manager

CITY OF LOVINGTON

COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 10, 2013

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

SUBJECT: Consider Sale of Property
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: May 29, 2013

STAFF SUMMARY:

City staff and the EDC have received several inquires from interested parties desiring to purchase the City owned lots at the corner of Jefferson and Main Street. The parties are desiring to build a business on the site.

There was a question of underground storage tanks at the site, but documentation on file advised that these tanks were removed.

After consulting with the Lea County Assessors office, it has been determined that this property would appraise for approximately $21,000. This data was obtained from using recent appraisals from other commercial properties on Main Street and Avenue D.

Staff are requesting permission to advertise for sealed bids to sell the property. This property would be sold at or above the estimated appraisal.

FISCAL IMPACT:

REVIEWED BY: Marshell Stephens
(Finance Director)

$21,000+ positive income.

ATTACHMENTS:

Underground Storage Tank Information
Map of property

RECOMMENDATION:

Motion to approve advertisement of sealed bids for sale of property.

Department Head

City Manager

City of Lovington
Office of the City Manager

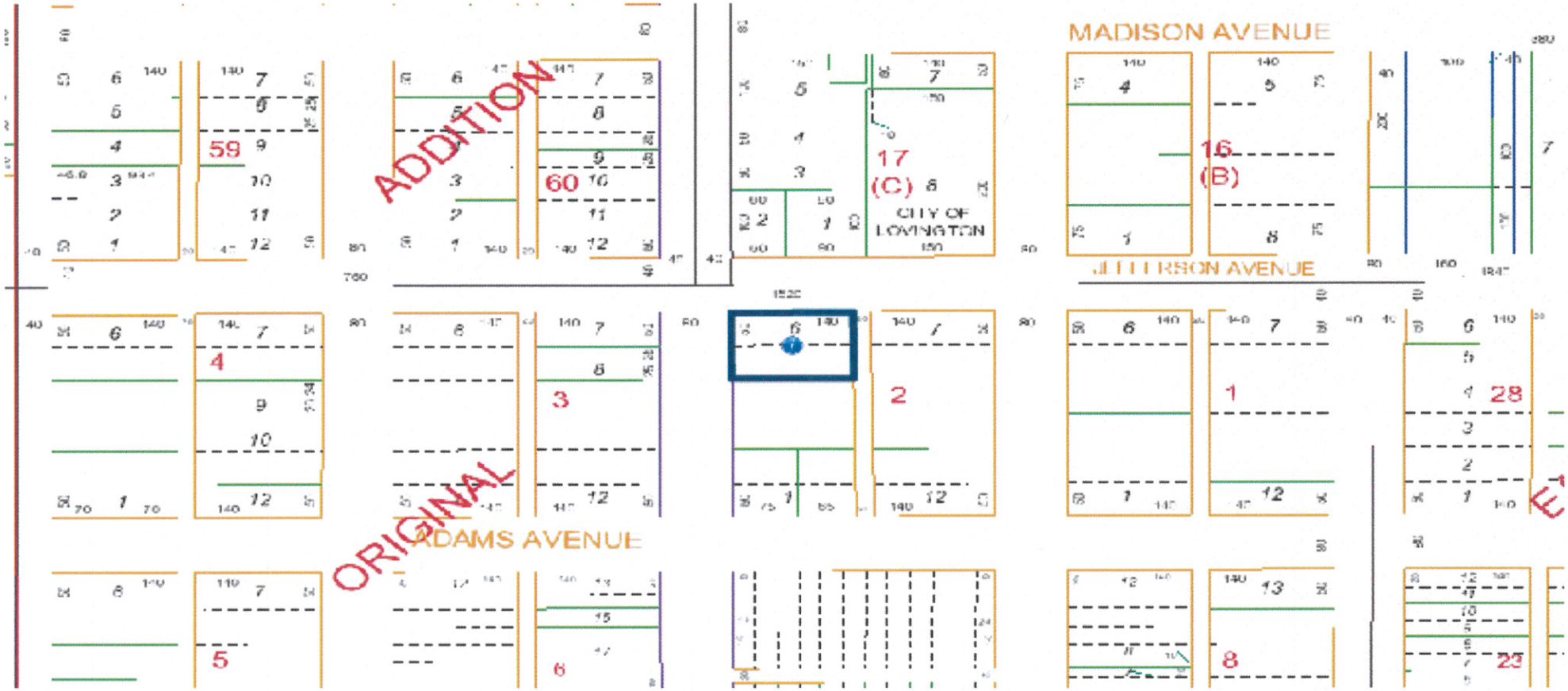
Date: 06/24/04

To: File – Field Quitclaim to City

Fr: Pat Wise, City Manager

Re: attached quitclaim

I find no closure report on file with Petroleum Storage Tank Bureau for the commercial property at the intersection of Jefferson and Main, quitclaimed to the City by Dan and Mike Field. I called Dan, and he said he removed the tanks around 1988, just before ED began requiring closure reports. The tanks were removed by Cline Pump in Hobbs, were in good shape and given to Guy Williams at Globe Construction. I called Bill Bryant with PSTB in Clovis, and he said he thought closure reports were first required around 1984, but he was not sure. The gas station that was there burned to the ground around 1977.


ADDITION
ORIGINAL
MADISON AVENUE
JEFFERSON AVENUE
ADAMS AVENUE
CITY OF LOVINGTON
59
60
17
(C)
16
(B)
4
3
2
1
5
6
28
23

Lea County

GIS INTERNET REPORT

Assessment Information

OWNER NUMBER: 20700 **UPC CODE:** 4000207430001

PARCEL NUMBER: 4000207430001

Owner Information	
Owner:	CITY OF LOVINGTON
Mailing Address:	BOX 1268 LOVINGTON NM 88260
Property Address:	

Subdivision Information	
Name:	ORIG LOVINGTON ()
Unit:	
Block	2
Lot:	5

Legal Information
LOT 5 6 *1990-CLAYTON, DAISY CHAMBERS* *02/00-FIELD, MIKE & DAN*

Other Information			
Taxable Value:	169355	**Deed Book:**	004
Exempt Value:	169355	**Deed Page:**	340
Net Value	0	**District:**	011
Livestock Value:	0	**Section:**	
Manufactured Home Value:	0	**Township:**	
Personal Property:	0	**Range:**	
Land Value:	101040	**Date Filed:**	0
Improvement Value:	407025	**Most Current Tax:**	$0.00
Full Value:	508065	**Year Recorded:**	

Lea County, New Mexico Disclaimer

Information deeded reliable but not guaranteed. Copyright ©2012.
MAP TO BE USED FOR TAX PURPOSES ONLY. NOT TO BE USED FOR CONVEYANCE.

CITY OF LOVINGTON

COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 10, 2013

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

SUBJECT: Approval of CAPERS Agreement
DEPARTMENT: Police Department
SUBMITTED BY: Danny Bryant, Police Chief
DATE SUBMITTED: June 3, 2013

STAFF SUMMARY:

Attached is the software purchase and related services agreement for the CAPERS software. This software is a dispatch records management system that will replace out outdated CAD system.

This item was approved in the FY2013-2014 budget.

FISCAL IMPACT: *REVIEWED BY:* _____ *(Finance Director)*

$67,000 to General Fund.

ATTACHMENTS:

Licensed Software agreement

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 190th 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 a 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:
CAPERS RMS (Records Management System)	$120,000.00
CAPERS CAD (Computer Aided Dispatch)	$100,000.00
CAPERS Interface (Beast P&E)	$ Inc.
Travel & Per Diem	$ 7,000.00
CAPERS Installation & Project Management	$ Inc.
CAPERS Training	$ Inc.
Annual Maintenance (bug fixes, upgrades, support)	$ 10,000.00

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

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. 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.

11. 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 190th 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.

12. 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.

13. 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 Illinois.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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

21. 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 10, 2013

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

SUBJECT: Consider Approval to Advertise Ordinance 511
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: May 29, 2013

STAFF SUMMARY:

In reviewing the membership of the Lovington Planning and Zoning Board, it was determined that Ordinance 2.72.090 requires members to own real property within the city. At present, two of our active members do not meet this requirement.

Staff have prepared Ordinance 511 to incorporate the language "...own real property within the City or reside within a five mile radius of the corporate boundaries of Lovington." We feel that although current members and future members may not own property in the City limits, they are still part of our community and can provide valuable knowledge, expertise, and guidance in the planning and zoning issues that we face.

FISCAL IMPACT:

REVIEWED BY: _____
(Finance Director)

ATTACHMENTS:

Current version of 2.72.090
Ordinance 511

RECOMMENDATION:

Motion to approve advertisement of Ordinance 511

_____
Department Head

_____
City Manager

ORDINANCE NO. 511

An ordinance of the City of Lovington, New Mexico, amending Division V, Chapter 2.72.090 – Planning commission – Membership, of the Lovington Municipal Code.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LOVINGTON THAT DIVISION V, CHAPTER 2.72.090 BE AND HEREBY IS AMENDED AS FOLLOWS:

2.72.090 Planning commission – Membership

The planning commission shall consist of seven members who shall own real property within the City or reside within a five-mile radius of the corporate boundaries of Lovington. They shall be appointed by the Mayor and with the consent of the City Commission. The term of each appointment shall be for two years except when the planning commission under this chapter is first appointed, four shall be for two years and three for one year. Thereafter, appointments shall be for two years except to fill a vacancy. The City Manager, Fire Chief, City Engineer and the City Attorney shall be ex officio members of the planning commission without the right to vote.

APPROVED, PASSED, AND ADOPTED this _____ day of _____, 2013.

CITY OF LOVINGTON

_____

DIXIE DRUMMOND, MAYOR

ATTEST:

_____

CAROL ANN HOGUE, CITY CLERK

CITY OF LOVINGTON

COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 10, 2013

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

SUBJECT: Consider Approval of Accounts Payable
DEPARTMENT: Finance
SUBMITTED BY: Mashelle Stephens, Finance Director
DATE SUBMITTED: June 4, 2013

STAFF SUMMARY:

Staff have prepared accounts payable for your approval.

FISCAL IMPACT:

REVIEWED BY: Mashell Stephens
(Finance Director)

See attached detail.

ATTACHMENTS:

Accounts Payable

RECOMMENDATION:

Motion to approve

Mashell Stephens
Department Head

City Manager