

**REGULAR MEETING OF THE CITY COMMISSION
MONDAY, JULY 8, 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, Assistant City Manager Jared Cobb, Finance Director Mashell Stephens, City Clerk Carol Ann Hogue, Chief of Police Danny Bryant and City Attorney Patrick McMahon.

Not Present: Administrative Assistant Imelda Gutierrez

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

Invocation: Mayor Drummond gave the invocation

Pledge of Allegiance: Mayor Drummond led the pledge

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

Approval of the Regular Minutes of June 24, 2013: Mayor Drummond asked for a motion for approval of the regular minutes of June 24, 2013. Commissioner Bengé so moved. Commissioner Trujillo seconded. Motion was approved.

NON-ACTION ITEMS:

Discussion of Water Shut Off Policy/ Ordinance: City Manager James Williams addressed the Commissioners to determine if the City should implement a policy or adopt an ordinance. Water bills are mailed out the third week of each month and are due by the 10th of the following month and will incur a 5% penalty late fee if payment is received after the 10th, and will be disconnected if the balance is not paid, or an extension request is not granted, by the 26th. A \$50 reconnection fee will be added to the bill. This fee applies regardless of whether the service has been disconnected; the process of compiling the turn off list requires extensive staff time and it would be unfair to shift this cost off to other customers. Payment extensions will only be allowed twice per calendar year. Customers who request an extension will be given an additional 30 days to pay their balance in full, but will still incur the 5% late penalty. If the balance remains unpaid after the extension, service will be disconnected and will not be reinstated until the balance is paid in full, along with the \$50 reconnect fee. All extensions will require the customer to complete a Payment Extension Request Form. These forms will be kept on file until January 1st of the following year. Mayor Drummond and Commissioner Bengé would rather have a policy instead of an ordinance right now. This item will be addressed in the next regular meeting. No action taken.

ATION ITEMS:

Consideration of Approval of Planning & Zoning Board Appointment: Mayor Drummond called for a motion to approve the Planning & Zoning Board Appointment. The Board Members have recommended Bobby Kimbro to serve on the Board for a four year term. The appointment of Mr. Kimbro would allow for one of our local utility companies to be represented. Commissioner Trujillo so moved. Commissioner Gandy seconded. Motion was approved.

Consideration of Approval of the Agreement between the City & the Area Agency on Aging: Mayor Drummond called for a motion to approve the agreement between the City & the NCNMEDD Area Agency on Aging. This agreement provides funding for Senior Citizen meals, transportation, case management, and activities. The total funding received will not exceed \$166,748. Commissioner Bengé so moved. Commissioner Gandy seconded. Motion was approved.

Consideration of Approval of Resolution 070813-01-Approval to Sign Contracts with Non Metro Area Agency on Aging: Mayor Drummond called for a motion to approve the Resolution 070813-01. In order to fulfill the requirements specified in the agreement between the City and the Area Agency on Aging, resolution 070813-01 must be adopted. Commissioner Trujillo so moved. Commissioner Granath seconded. Motion was approved.

Consideration of Approval of Resolution 070813-02-PERA Plan Change: Mayor Drummond called for a motion to approve Resolution 070813-02. City Manager Williams stated that upon PERA review of the recent resolution, it was discovered that they had provided us with the incorrect version. This document must be received by PERA prior to July 19, 2013. Once resolution 070813-02 is approved and submitted, the election will be conducted no less than 30 days from the date it was adopted. The election will be on August 21, 2013. Commissioner Bengé so moved. Commissioner Granath seconded. Motion was approved.

Consideration of Approval of Temporary Restroom Services Contract: Mayor Drummond called for a motion to approve the Temporary Restroom Services Contract with Lea County Septic Tank Service. The term of the agreement would begin upon signing and terminate on August 31, 2013. The City has an option to renew at the same terms if they choose to do so, with the length of time begin specified by the City. The agreement consists of 2 units at \$250 one time setup fee and \$70 per week. Commissioner Granath so moved. Commissioner Gandy seconded. Motion was approved.

Consideration of Approval of Temporary Closure of 1st Street between Polk & Harrison, July 27, 2013: Mayor Drummond called for a motion to approve the Temporary Street Closure for a birthday party. Margie Ibarra requested a temporary street closure at 909 N. 1st St. from 3 p.m. – 9 p.m. Mrs. Ibarra will be obtaining letters from her neighbors stating they have no objections to the temporary closure. Commissioner Granath so moved. Commissioner Trujillo seconded. Commissioner Granath withdrew the motion due to no letters from the neighbors were submitted. Commissioner Gandy so moved to table this request until letters from the neighbors have been submitted. Commissioner Trujillo seconded. Motion was approved.

Consideration of Approval of Lodger’s Tax Board Recommendations: Mayor Drummond called for a motion to approve the Lodger’s Tax Board Recommendations. The funds were allocated as followed:

- Lovington Chamber of Commerce - \$5,600
 - Lovington MainStreet - \$8,000
 - Lea County Museum - \$8,000
- Total \$ 21,600**

Commissioner Trujillo so moved. Commissioner Granath seconded. Motion was approved.

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

PUBLIC COMMENT: None

CLOSED SESSION:

At 5:50 p.m., Commissioner Trujillo moved to adjourn Regular Session and convene in Closed Session Pursuant to Section 10-15-1 NMSA 1978, Subsection H-7-Discussion of threatening or pending litigation. Commissioner Gandy seconded and a roll call vote was taken: Mayor Drummond, aye; Commissioner Trujillo, aye; Commissioner Bengé, aye; Commissioner Granath, aye; and Commissioner Gandy, aye.

At 6:05 p.m., Commissioner Granath moved to adjourn Closed Session and reconvene in Regular Session stating that matters discussed were limited only to those specified in the Motion and no action was taken. Commissioner Trujillo seconded and a roll call vote was taken: Mayor Drummond, aye; Commissioner Trujillo, aye; Commissioner Bengé, aye; Commissioner Granath, aye; and Commissioner Gandy, aye.

OTHER:

- Commissioner Granath mentioned that the Kiwanis Club will be having a boxing match in October to raise funds for the Ave D Park.
- Commissioner Gandy stated that the Fireworks Display and the Fun Run was awesome. The traffic, including the 18 wheelers was driving on closed roads at Ave D & Commercial. Maybe do something different next year to address the traffic.
- Commissioner Trujillo asked the Assistant City Manager Jared Cobb to give a vision of what are the future plans or projects at the next meeting.
- City Manager Williams addressed the Commissioners about the Parks & Recreation Board meeting that was held on June 25, 2013. They discussed about the master plan for the Parks & Recreation. Mr. Williams mentioned that the Wastewater has received their Wash Truck. The Farmer's Market is growing and is being held every Saturday morning. He would like to make plans to find funds for Electronic fireworks for next year. Pizza Hut requested a Beer & Wine license and is scheduled for a public meeting on July 22, 2013 @ 7 p.m. The Ipads are in and ready to schedule a hands-on or a one-on-one training. The Fire Department sirens will be tested on a monthly basis and will be published to alert the residents.

ADJOURNMENT:

There being no further business the meeting adjourned at 6:20 p.m.

APPROVED: _____

DIXIE DRUMMOND, MAYOR

ATTEST: _____

CAROL ANN HOGUE, CITY CLERK

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 22, 2013



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Discussion of Governors Executive Order 2013-006
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: July 15, 2013

STAFF SUMMARY:

It was recently discovered that our Capital Outlay appropriation for \$350,000 for the second phase of the radio read water meter project has been placed on hold due to an Executive Order signed by the Governor on May 2, 2013. Staff will share details on what has occurred and what options the City has in order to have the funding released.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

ATTACHMENTS:

Executive Order 2013-006

RECOMMENDATION:

Information only.

Department Head



City Manager



State of New Mexico

Susana Martinez
Governor

EXECUTIVE ORDER 2013-006

ESTABLISHING UNIFORM FUNDING CRITERIA AND GRANT MANAGEMENT AND OVERSIGHT REQUIREMENTS FOR GRANTS OF STATE CAPITAL OUTLAY APPROPRIATIONS BY STATE AGENCIES TO OTHER ENTITIES

WHEREAS, robust capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations; and

WHEREAS, timely annual audits, approved budgets, and financial reports are necessary to assess a grantee's accounting methods and procedures; and

WHEREAS, State agencies must critically examine annual audits to identify relevant material weaknesses and significant deficiencies and, where necessary and feasible, impose special conditions to address such weaknesses and deficiencies; and

WHEREAS, intended end-users of some State-funded projects are private entities, necessitating that such projects receive extra scrutiny and oversight to avoid unconstitutional donations of public capital to private entities; and

WHEREAS, the lack of annual audits and financial reports, material weaknesses and significant deficiencies, and private use of State-funded capital increase the risk that State capital outlay appropriations will be subject to fraud, waste, or abuse; and

WHEREAS, capital outlay processes vary among State agencies, which can cause confusion among grantees and result in best practices not being uniformly followed; and

WHEREAS, these risks and concerns can be avoided or minimized by establishing and requiring State agencies to follow a set of uniform minimum funding criteria focused on the accounting methods and procedures of grantees and grant management and oversight requirements; and

WHEREAS, among other statutory authority, the Department of Finance and Administration has the authority to "devise, formulate, approve, control and set standards for the accounting methods and procedures of all state agencies" (NMSA 1978, Section 6-5-2(A)); "prescribe procedures, policies and processing documents for use by state agencies in connection with fiscal matters" (NMSA 1978, Section 6-5-2(A)); "coordinate all procedures for financial administration and financial control and integrate them into an adequate and unified system" (NMSA 1978, Section

6-5-2.1(A)); and “make improvements in the state's model accounting practices, systems and procedures” (NMSA 1978, Section 6-5-2.1(Q)).

NOW, THEREFORE, I, Susana Martinez, Governor of the State of New Mexico, by virtue of the authority vested in me by the Constitution and laws of the State of New Mexico, do hereby order the following:

1. Definitions. As used in this Executive Order:

A. “annual audit” means the annual examination and audit of the financial affairs of an agency required by NMSA 1978, Section 12-6-3(A);

B. “DFA” means the Department of Finance and Administration;

C. “grant” means a non-exchange transaction whereby a State agency makes all or a part of a State capital outlay appropriation available to a grantee;

D. “grant agreement” means the written agreement pursuant to which a State agency grants all or a part of a State capital outlay appropriation to a grantee;

E. “grantee” means an entity to which a State agency grants or considers granting all or a part of a State capital outlay appropriation; and

F. “State agency” means any department, institution, board, bureau, commission, district or committee of the government of the state and means every office or officer of any of the above.

2. Uniform Funding Criteria.

A. Pursuant to the statutory authority cited above, DFA shall establish the following uniform funding criteria for a grantee to be eligible for a grant:

1. a grantee’s annual audit for the most recently concluded fiscal year must be a public record pursuant to NMSA 1978, Section 12-6-5(A);

2. in the case of a grantee whose most recent annual audit, or special audit released since its most recent annual audit became a public record, documents material weaknesses or significant deficiencies that raise concerns about the grantee’s ability to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired with grant funds:

a. the grantee must have remedied the material weaknesses and significant deficiencies to the satisfaction of the State agency making the grant;

b. the State agency making the grant must have determined that it can impose and has the resources to implement special grant conditions that adequately address those weaknesses and deficiencies; or

c. the State agency making the grant must have determined that another appropriate entity is able and willing to act as fiscal agent for the grant;

3. in the case of a grantee that is not required to have annual audits conducted under the Audit Act:

a. the grantee must have otherwise demonstrated to the satisfaction of the State agency making the grant that it has adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds;

b. the State agency must have determined that it can impose and has the resources to implement special grant conditions that will adequately address any relevant deficiencies in the grantee's accounting methods and procedures; or

c. the State agency must have determined that another appropriate entity is able and willing to act as fiscal agent for the grant; and

4. the grantee must have a budget approved by its oversight agency (if any) for the current fiscal year and be in compliance with any financial reporting requirements.

B. DFA shall require these uniform funding criteria to be met prior to allowing a State agency (i) to certify to the State Board of Finance for the issuance of severance tax bonds for a project or (ii) to make a grant to a grantee.

3. **Uniform Grant Management and Oversight Requirements.** Pursuant to the statutory authority cited above, DFA shall establish uniform grant management and oversight requirements that, at a minimum, require State agencies to:

A. ensure that sales, leases, and licenses of capital assets acquired with State capital outlay appropriations granted to a grantee are approved in accordance with law;

B. in the event no oversight agency is required to approve of the sale, lease, or license of capital assets acquired with State capital outlay appropriations granted to a grantee, independently confirm that such disposition complies with law and that the grantee is receiving adequate consideration in exchange for the capital assets;

C. utilize the appropriate capital outlay grant agreement template developed by DFA; and

D. conduct field audits of capital outlay projects, on a statistical or stratified basis, in accordance with procedures and policies prescribed by DFA.

4. **DFA Responsibilities.** DFA shall:

A. prescribe procedures, policies, and processing documents to implement the uniform funding criteria and uniform grant management requirements set forth in Paragraphs 2 and 3 of this Executive Order;

B. prescribe one or more capital outlay grant agreement templates for use by State agencies;

C. develop criteria for granting requests for deviations from its grant agreement templates and grant management and oversight requirements; and

D. monitor and enforce State agencies' compliance with the uniform funding criteria and uniform grant management and oversight requirements required by this Executive Order.

I **DIRECT** that this Executive Order supersedes any other previous orders, proclamations, or directives in conflict. This Executive Order shall take effect immediately and shall remain in effect until such time as the Governor rescinds it. This Executive Order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the State, its agencies, instrumentalities, or entities, its officers, employees, or agents, or any other person.

SIGNED AT THE EXECUTIVE OFFICE THIS
2nd DAY OF MAY 2013.

ATTEST:



DIANNA J. DURAN
SECRETARY OF STATE

WITNESS MY HAND AND THE GREAT
OF SEAL OF THE STATE OF NEW MEXICO.



SUSANA MARTINEZ
GOVERNOR



CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: 07/22/13

TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Assistant City Manager Goals and Work Plan
DEPARTMENT: Executive
SUBMITTED BY: Jared Cobb
DATE SUBMITTED: 07/16/13

STAFF SUMMARY:

At the last City Commission meeting, Commissioner Trujillo requested a report on my goals for the City and a related work plan. These are as follows:

- Complete new Planning and Zoning Application and staff checklists to improve development process
- Review audit report, financial policies, procedures, and assist with the resolution of findings
- Prepare New Mexico Finance Authority Planning Grant application to update the comprehensive plan
- Assist planning consultant with the development of the comprehensive plan
- Assist departments with the development of annual work plans to accomplish comprehensive plan goals
- Review budget process and identify opportunities to link resources with annual work plans
- Draft policies and procedures to support the goals identified in the comprehensive plan

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

N/A

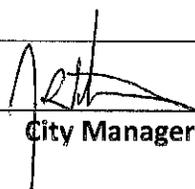
ATTACHMENTS:

N/A

RECOMMENDATION:

N/A

Department Head



City Manager

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 22, 2013



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Discussion of LGRF Grant Agreement
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: July 15, 2013

STAFF SUMMARY:

The City has received a Coop Agreement from NMDOT for Local Government Road Funds. This agreement will provide funding to the City of Lovington for the "Design, Construction, Reconstruction, Pavement Rehabilitation/Improvements, Blading and Shaping, Drainage Improvements, Misc. on various City roads".

This funding is not tied directly to a project yet. Staff would like to have input from Commission as to what type of project (i.e. pavement rehab, drainage) we should focus on.

FISCAL IMPACT:

REVIEWED BY: _____
(Finance Director)

Estimated total cost for project: \$83,745
NMDOT will provide 75% funding (\$62,809)
City share will be \$20,936

ATTACHMENTS:

RECOMMENDATION:

Information only.

Department Head



City Manager

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 22, 2013



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Discussion of LEACO tower use agreement
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: July 15, 2013

STAFF SUMMARY:

Leaco has contacted the City in regards to use extra space on the City water towers to install wireless internet transmitting equipment. They have recently acquired new technology which will upgrade their wireless internet and potentially allow for more customers to use this service. LEACO wishes to perform a 90 day customer use test utilizing the Avenue R tower. If the test is successful and they decide to deploy the service, they would like to pursue leasing space on other city owned locations in Lovington.

Attached is a proposed agreement they would like to enter into with the City if the testing is successful.

FISCAL IMPACT:

REVIEWED BY: _____
(Finance Director)

Potential increase of \$600 per month in tower rent or an exchange of services.

ATTACHMENTS:

LEACO documentation

RECOMMENDATION:

Information only.

Department Head



City Manager



City of Lovington
Mr. James Williams

Mr. Williams,

In order to better serve our existing and new internet customers in the city of Lovington, LEACO plans to install wireless internet transmitting equipment centrally in the area for a 90-day real-time, customer usage test. In order to mutually benefit the city of Lovington and LEACO, we would like to locate on the city's tower located on Avenue R. Currently we lease space on this site for our cellular transmitting equipment and the proposed additional equipment would be very unobtrusive.

We are planning a 90-day customer use test, therefore we anticipate 120 days with the equipment in evaluation mode on your site. If the test is successful and a decision to deploy the service is made, we would like to pursue leasing space on other city-owned locations in Lovington. Per our discussion, we would then like to pursue exchange of service agreements.

Attached you will find the brief terms and conditions of the test site agreement. Please contact me with any questions.

We realize you have a choice when selecting your telecommunications services and we strive to stand apart by offering the very best technology and customer support. We appreciate the value you place on local business. If you have any questions, please call me at 575.370-5010 or on my mobile at 575.399.0307

Thank you again for your support.

Charity Benton
Marketing and Sales Manager
Leaco Rural Telephone
(575)370-5010-Office
(575)399-0307-Mobile
cbenton@leaco.org

STATEMENT OF GENERAL TERMS AND CONDITIONS

Leaco Rural Telephone (herein referred to as LEACO) will provide full Terms and Conditions upon agreement of service exchange.

1. Term of Contract for Test Equipment: In order conduct a real-time customer use test for a new wireless broadband product LEACO plans to deploy, LEACO will install internet transmitting equipment on the city's tower located on Avenue R in Lovington, NM.
2. LEACO will use the existing power supply located at the site for our cellular transmitting equipment already in use.
3. LEACO will be allowed site access 24/7 during the testing period.
4. After 90-days from installation LEACO will begin paying the city of Lovington \$200.00 in space rental for the site or execute an agreement stating otherwise. i.e. exchange of service agreement.
5. This agreement is for the test equipment only and does not apply to any other site lease agreements.
6. LEACO will provide any city facilities within the testing range of the Avenue R site one (1) evaluation unit per location to use at their discretion during the testing period.
7. LEACO has technicians and managers on call 24 hours and will respond to any issues at this site immediately. Our after- hours trouble reporting number is 1-877-571-1536. In the event direct contacts are needed after hours, you may contact the following in this order:

Dusty Gutierrez – Plant Manager 575-399-0038

Nathan Davis – Lead Outside Plant Technician – 575-399-5355

Brent Nichols – Wireless Technician 575-369-5330

Charity Benton – Marketing and Sales Manager 575-399-0307

City of Lovington Authorized Signature _____

Printed name _____ Date _____

LEACO Representative signature _____

Printed name: _____ Date _____



Quote

Date: 7.11.13

Invoice #:

Expiration Date:

To: City of Lovington
Connectivity

Salesperson	Job	Delivery Date	Due Date
Charity Benton			

Qty	Item #	Description	Unit Price	Discot Line Total
1.00	City Hall Connection	Fiber 16 MBPS	129.99	\$129.99
1.00	Public Safety Connection	Fiber 16 MBPS	129.99	\$129.99
1.00	Library	Fiber 5 MBPS	59.99	\$59.99
1.00	Chamber	Fiber 5 MBPS	59.99	\$59.99
1.00	Youth Center	Wireless 5MBPS	59.99	\$59.99
1.00	Senior Center	Wireless 3 MBPS	49.99	\$49.99
1.00	Waste Water Treatment	Wireless 3 MBPS	49.99	\$49.99
2.00	City Parks	Wireless 5 MBPS	59.99	\$119.98
1.00	Water Yard	Wireless 3 MBPS	49.99	\$49.99

Total Discount	
Total Monthly	\$ 709.90
Total	\$ 709.90

Quotation prepared by: _____

To accept this quotation, sign here and return: _____

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: July 22, 2013

TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Consider Approval to Advertise Water Turn-Off Policy
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: July 16, 2013

STAFF SUMMARY:

Staff are requesting approval to advertise the water shut off policy presented to commission at the July 8, 2013 City Commission Meeting. Staff will be mailing out the policy with each water bill next week. In addition, this policy will be advertised in the paper, published on the website, and a copy provided to individuals when they pay their bill at City Hall.

This policy, if approved, will go into effect September 1, 2013.

FISCAL IMPACT:

REVIEWED BY: _____
(Finance Director)

Reduction in inactive and charge-off accounts.

ATTACHMENTS:

Water Turn-Off Policy.

RECOMMENDATION:

Motion to approve advertisement of policy.

Department Head



City Manager

Water Turn-Off Policy

1. Water bills are mailed the third week of each month and are due by the 10th of the following month. The bill shows the customer name, the amount, and date the bill is due. There is also a reminder that the customer will incur a 5% late penalty if payment is received after the 10th, and will be disconnected if the balance is not paid, or an extension request is not granted, by the 26th.
2. If the balance is not paid by the 10th of the following month, a 5% late penalty is applied to the bill. An additional bill with the late penalty is mailed to the customer with a reminder that utility service will be disconnected if payment, or an extension request, is not made by the 26th.
3. Payment must be received, or an extension request granted, by the 26th to avoid being disconnected. Service will be disconnected after the 26th and a \$50 reinstatement fee will be added to the bill. This fee applies regardless of whether the service has been disconnected; the process of compiling the turn-off list requires extensive staff time and it would be unfair to shift this cost off to other customers.
4. Payment extensions will only be allowed twice per calendar year. Customers who request an extension will be given an additional 30 days to pay their balance in full, but will still incur the 5% late penalty. If the balance remains unpaid after the extension, service will be disconnected and will not be reinstated until the balance is paid in full, along with the \$50 reinstatement fee.
5. All extensions will require the customer to complete a Payment Extension Request Form. These forms will be kept on file until January 1st of the following year.
6. This policy shall take effect on September 1, 2013. Customers with an *existing* balance in excess of \$250 will be given the option to sign up for a payment plan, whereby the customer will be required to place a 20% down payment and pay the remaining balance off in equal monthly installments over a period of six months. Failure to make timely payments, or to keep current on new bills, will result in the disconnection of water service. To reinstate service the customer will be required to pay the remaining balance on their account and a \$50 reinstatement fee.

Payment Extension Request Form

Customer: _____ Account #: _____

Telephone: _____ Address: _____

By signing the following payment extension request, I affirm that I have read and understand the attached Water Turn-Off Policy for the City of Lovington, New Mexico. Furthermore, I understand that if I fail to adhere to the terms of this policy my water service will be disconnected until which time I pay the balance in full and a \$50 reinstatement fee.

Extension 1		
Payment Due Date: _____	Signature: _____	Date: _____

Extension 2		
Payment Due Date: _____	Signature: _____	Date: _____

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 22, 2013



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Approval of Ordinance 511
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: July 15, 2013

STAFF SUMMARY:

Ordinance 511 - Planning and Zoning Commission Membership has been advertised. No public comment has been received by City Hall Staff.

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."

FISCAL IMPACT:

N/A

REVIEWED BY: _____

(Finance Director)

ATTACHMENTS:

Ordinance 511

RECOMMENDATION:

Motion to approve.

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: July 22, 2013



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Consider Approval of Grant Contract
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: July 15, 2013

STAFF SUMMARY:

City staff have applied for, and have been awarded funding through the J.F. Maddox Foundation for a project that will enhance the landscaping of the exterior of the Lovington Aquatic Facility.

Per the grant contract, the Foundation will make payment to the City of Lovington of 70% of actual expenses, not to exceed a total maximum amount of \$15,000 from the foundation. Once this contract is approved, the project can begin. The required completion date is November 30, 2013.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

Total Project Cost: \$21,504

Foundation Award: \$15,000 maximum
City Portion: \$6,504.

ATTACHMENTS:

Project proposal.

RECOMMENDATION:

Motion to approve grant contract.

Department Head

City Manager

J. F MADDOX FOUNDATION

220 West Broadway, Suite 200
Post Office Box 2588
Hobbs, New Mexico 88241-2588
Phone: (575) 393-6338
Fax: (575) 397-7266
www.jfmaddox.org

GRANT CONTRACT

APPROVAL DATE: June 11, 2013
GRANT NUMBER: 2004194
AMOUNT: Up to \$15,000

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

GRANTEE: City of Lovington, New Mexico (Grantee)

1. This Grant is intended to provide up to \$15,000 for exterior improvements including landscaping and installation of drip system, benches and sign (Improvements) to Grantee's Lovington Aquatic Center (Pool). This Grant will not exceed 70% of total actual expenses related to Pool Improvements. Grant funds are to be used exclusively for Pool Improvements, as described in Grantee's proposal received May 23, 2013 (Exhibit A).

2. Grantee agrees to the following terms:

- A. Payment of Grant funds will be calculated on a percentage basis, as described in this Paragraph B. Upon Foundation receipt of Grantee's written request for funds, the Foundation will make payment to Grantee of 70% of actual expenses, not to exceed a total maximum amount of \$15,000 from the Foundation. Grantee's written request(s) shall include supporting documentation of all actual costs directly associated with the Pool Improvements. For purposes of this Grant, indirect costs incurred by Grantee and allocated to the Pool Improvements (such as compensation of Grantee's staff who perform the work) shall not be considered hereunder.
- B. All Pool Improvements funded by this Grant must be completed by Grantee by November 30, 2013.
- C. All requests for Grant funds must be made by Grantee to the Foundation no later than December 31, 2013. All Grant funds hereunder not requested by this date may be forfeited.
- D. Although the Grant funds are not required to be physically segregated in a separate account, Grantee agrees to account for such funds separately on Grantee's books and records for ease of reference and verification.

E. Grantee agrees to spend the Grant funds as itemized in Exhibit A. No substantial changes in the budget may be made without prior written approval from the Foundation.

3. The representations, warranties, requirements, terms and conditions set forth in Exhibit B are incorporated by reference and made a part of this Contract. Grantee understands that any breach of any provision of this Contract, including the provisions contained in Exhibit B, may result in termination of the Grant, the suspension of Grant payments, and/or an obligation to return Grant funds to the Foundation.

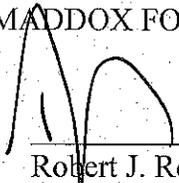
4. Reporting Requirements (Exhibit C):

A. Grantee agrees to submit a final written report to the Foundation of the total cost of the Pool Improvements, including digital photographs of all Pool Improvements, no later than January 31, 2014.

5. The undersigned are authorized to execute legal agreements on behalf of Grantee, and these signatures will serve as certification that the authorized signatories have read and understand the requirements, terms, and conditions of this Grant Contract.

J. F. MADDOX FOUNDATION

By:



Robert J. Reid
Executive Director

CITY OF LOVINGTON

By:

James Williams
City Manager

Date

By:

Dixie Drummond
Mayor

Date

Exhibit A

CITY OF LOVINGTON AQUATIC CENTER EXTERIOR IMPROVEMENT

Project Purpose

This project, referred to as Phase I, is part of a master plan to improve the appearance of the Lovington Aquatic Center. When built, funding was not available to complete landscaping of the interior or exterior of the facility. The lack of landscaping does not make the Center visibly attractive, detracts from the value of this investment, and negatively impacts the enjoyment of the patrons who utilize this facility.

The first phase of this project is designed to have an immediate impact on the exterior appearance of the pool. The area that Phase I seeks to improve is what the customer sees as they drive into the area, exit their vehicle in the parking lot, and enter the aquatic center. The plan utilizes a xeriscape of crushed granite, flowering shrubs, and trees which will serve to beautify the facility, while also minimizing the environmental impact and maintenance costs. Proper signage has also been added to identify the entrance to the facility.

Future phases will include additional landscaping, irrigation, equipment, and shelters to eventually tie the aquatic center into Chaparral Park, located to the immediate west. In developing the master plan for this area, the City determined that there is a lack of restrooms, shelters, and playground equipment for those who use the east side of Chaparral Lake. The addition of these features will increase the size of the park and create an attractive space for citizens to enjoy.

Phase I Description

City staff have determined that the entrance to the pool and the south, east (a portion that borders Industrial Road), and west sides of the facility are in dire need of landscaping. Presently, this area is comprised of sparse native grasses and caliche. Staff have measured the area (approximately 21,432 square feet) and determined that a xeriscape would be the most environmentally friendly, cost effective, and have the least impact on staff maintenance time. Crushed granite, of a color to match the Aquatic Center building was chosen. River rock was considered, however, staff input determined that this size of rock may create significant issues in the future. The smaller size afforded by the crushed granite will reduce the likelihood of the materials being thrown at or in the aquatic center, and serve as mulching material for the planned trees and shrubs. To stave off future weed control problems the area would be treated with herbicide and covered with landscape fabric prior to application of the rock surface material.

RECEIVED

MAY 23 2013

J.F Maddox Foundation

To make the area more appealing to the eye, we have decided that trees and plants are needed within the gravel areas. After discussions with staff and a Master Gardener it was determined that the two species of trees to be utilized in this phase are the Desert Willow (*Chilopsis linearis*) and the Chinese Pistache (*Pistachia chinensis*). Both of these tree species are drought tolerate, low maintenance, and disease resistant. Most importantly, they do not require extensive watering and maintenance.

We plan to locate the desert willows (as demonstrated in the accompanying plot plan and renderings) on the east side of the aquatic center in clusters ranging from 3 to 6. Each of the Desert Willows will need to be placed within five to six feet of each other to ensure proper establishment. This tree species will grow to a height of at least twenty-five feet. The trees bloom annually, which was a consideration on placement as the prevailing winds in the area will keep the majority of the blooms from migrating into the pool. A photograph of this tree is attached to provide a visual representation.

The Chinese Pistache was selected for placement on the southern side of the Aquatic Center exterior. This species grows to a height in excess of thirty-five feet, requires low maintenance, moderate watering, and is immune to disease. This tree was chosen for this location as it is a "full" tree that would provide shading. These areas have been identified as locations for park benches and areas where patrons could gather to obtain relief from the sun.

To address the need to spruce up the rock area and add to the attractiveness of the Aquatic Center, the Texas Sage (*Leucophyllum frutescens*) and Autumn Sage (*Salvia Greggii*) were chosen. This species is an evergreen shrub that produces abundant rose-lavender colored flowers. The flowers appear throughout the summer and fall months. Taking into consideration our climate, these plants are ideal as they are extremely heat tolerant and require low water usage. The plants are considered low maintenance and if left un-pruned can grow to a height between 4 to 8 feet.

To water the trees and plants an automatic drip irrigation system will be installed. The drip system will be placed in concentric circles between the landscape fabric and crushed granite to account for future growth of the selected trees. This design will eliminate the need to dig up and disturb the weed block, and emitters can be added to account for the growth of the tree. As stated previously, the plant life selected for this phase requires low water maintenance, and the drip system will provide a more environmentally friendly and low cost alternative to a traditional sprinkler system.

The Lovington Aquatic Center also lacks any type of signage. After discussions with city staff, it was resolved that we should install proper signage to welcome patrons to our facility. The planned placement of the sign will be at the Aquatic Center parking lot entrance. Although it is out of the primary landscaped area, it will give clear direction to access the facility. A monument sign was identified as the best solution. The sign will

measure approximately 8 feet wide by 5 feet tall and be constructed using a steel base and stucco finish. This type of signage is commonly used for its aesthetic qualities and should blend well with the proposed landscaping plan.

The final component of the project is to construct a parking area for staff and emergency services. Currently, the surface of the parking area to the immediate west of the facility is composed of topsoil and caliche. This unimproved area detracts from the aesthetic appeal of the aquatic center, promotes dust migration into the pool, and offers limited and unstable access for emergency vehicles. Our plan is to build an asphalt lot for approximately ten parking spaces and an emergency lane. This component has been excluded from our funding request, however, is part of our long-term plan to enhance the aesthetics, operations, and safety at the Lovington Aquatic Center.

TIMELINE

It is the goal of City staff to begin work on this project in late August or early September 2013. This target date was chosen in order to minimize the potential damage to new plant life because of hot summer temperatures. In addition, performing this work during the seventy plus days the aquatic facility is in operation would not be feasible.

City staff can perform the majority of the work needed to install the landscape components. We anticipate the project will take sixty (60) days to complete.

PARTICIPATION PROPOSAL

The project described in the above proposal is estimated to cost \$21,504. The City of Lovington is requesting the Maddox Foundation to participate in 70% of these costs, or approximately \$15,053. With your support we can expand the purpose of the aquatic center from purely a source of recreation to a symbol of community pride.

Lovington Aquatic Center Exterior Improvements

Project Cost Estimates

Description	Quantity Needed	Unit Price	Cost
Crushed Granite	35 Tons	\$74.00/ton	\$2,590.00
Landscape Fabric	36 rolls of 6'X100'	\$50.00 each	\$1,800.00
Chinese Pistache Trees ¹	10 – 45 gallon trees	\$125.00 each	\$1,250.00
Desert Willow Trees ¹	17 – 45 gallon trees	\$125.00 each	\$2,125.00
Texas Sage ²	40 – 5 gallon plants	\$15.00 each	\$600.00
Salvia Greggii ²	36 – 5 gallon plants	\$15.00 each	\$540.00
Pampas Grass ²	45 – 5 gallon plants	\$15.00 each	\$675.00
Park Benches ³	4	\$545.00 each	\$2,180.00
½" Poly Line	17 – 100' rolls	\$20.00 each	\$340.00
2 GPH Drip Emitters	304	\$1.50 each	\$456.00
½" Line Crimpers	24	\$2.00 each	\$48.00
Emitter Stakes	304	\$2.50 each	\$760.00
Valves and Timers	8	\$80.00 each	\$640.00
Entrance Sign	1	\$7,500.00 each	\$7,500.00
PROJECT TOTAL:			\$21,504.00

1. The trees chosen for this project will be the most mature trees available. The initial diameter of the trunks will vary from 2 to 3 inches. Prices and sizes were obtained from a local vendor, who has verified that the quantities needed are available at the present time. Mature trees were chosen for a more immediate impact.
2. The shrubs and ornamental grasses are the largest available in our area. Prices and sizes were obtained from a local vendor, who has verified that the quantities needed are available at the present time. Mature shrubs and ornamental grasses were chosen for a more immediate impact.
3. The park benches proposed are at least 6 feet in length. These benches are plastic covered metal, and can be anchored to the ground.

Exhibit B

Requirements, Terms, and Conditions of Grant Contract

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

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

Initial

Initial

Exhibit C

Deliverables

November 30, 2013	All Pool Improvements as described in Exhibit A must be completed by Grantee
December 31, 2013	All requests for Grant funds must be made by Grantee no later than this date
January 31, 2014	Grantee's final written report to the Foundation of the total cost of the Pool Improvements, including digital photographs of all Pool Improvements

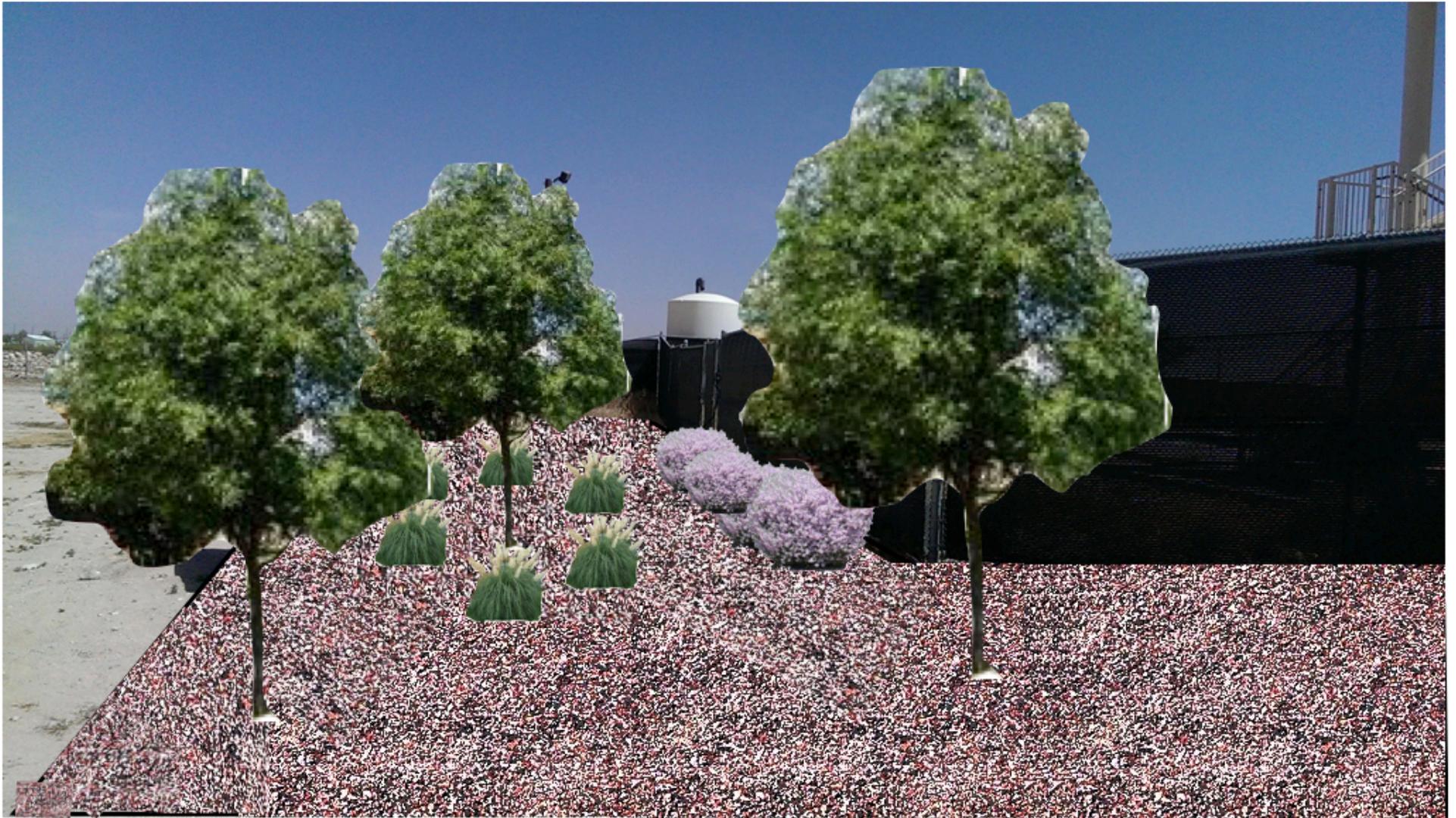
View from Parking Lot – Looking North



View from West Side Entrance – Looking South



West Side of Aquatic Facility – Looking North



Southwest Corner of Aquatic Facility – Looking East



Southeast Corner of Aquatic Facility – Looking Northwest



East Side of Aquatic Facility – Looking Northwest



(Bar ditch area in green will be natural grasses)

East Side of Aquatic Facility – Looking Southwest



(Bar ditch area in green will be natural grasses)

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 22, 2013



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Consider Approval of Resolution 072213-01
DEPARTMENT: Finance
SUBMITTED BY: Mashell Stephens, Finance Director
DATE SUBMITTED: July 16, 2013

STAFF SUMMARY:

NM DFA has approved our interim budget. Final approval of the 2013-2014 City of Lovington budget requires adoption of resolution 072213-01.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

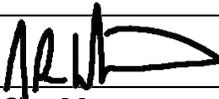
ATTACHMENTS:

Resolution 072213-01

RECOMMENDATION:

Motion to adopt resolution 072213-01

Department Head



City Manager

STATE OF NEW MEXICO

CITY OF LOVINGTON

RESOLUTION 072213-1

**2013 – 2014 BUDGET ADOPTION
(101ST FISCAL YEAR)**

WHEREAS, the Governing Body in and for the Municipality of Lovington, State of New Mexico, has developed a budget for fiscal year 2013-2014, and

WHEREAS, said budget was developed on the basis of need and through cooperation with all user departments, elected officials, and other department supervisors, and

WHEREAS, the official meeting for the review of said documents was duly advertised for July 22, 2013, in compliance with the State Open Meetings Act, and

WHEREAS, it is the majority opinion of this Board that the proposed budget meets the requirements as currently determined for fiscal year 2013-2014.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Governing Body of the Municipality of Lovington, State of New Mexico hereby adopts the budget herein above described and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

DONE THIS 22nd day of July, 2013.

MUNICIPAL GOVERNING
BOARD OF LOVINGTON,
NEW MEXICO

ATTEST:

Carol Ann Hogue, City Clerk

Dixie Drummond, Mayor

Scotty Gandy, Mayor Pro-Tem

Ava Bengé, Commissioner

Neil Granath, Commissioner

David Trujillo, Commissioner

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: July 22, 2013

TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Approval of Resolution 072213-02
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: July 15, 2013

STAFF SUMMARY:

Resolution 072213-02 will authorize the City's agreement with the Southeastern New Mexico Economic Development District/Council of Governments to be executed.

The services provided by this entity are detailed on the attached agreement.

FISCAL IMPACT:

REVIEWED BY: _____
(Finance Director)

Annual dues: \$2,652.00

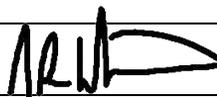
ATTACHMENTS:

Resolution 072213-02
Agreement

RECOMMENDATION:

Motion to approve.

Department Head



City Manager

RESOLUTION NO. 072213-02

WHEREAS, the City of Lovington hereinafter referred to as the Municipality, is a member of and desires the services of the Southeastern New Mexico Economic Development District/COG, and

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

WHEREAS, it is the desire of the Municipality to continue to continue as an active member of the Southeastern New Mexico Development District/COG.

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

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

DONE THIS 22nd day of July, 2013, at

City of Lovington
New Mexico

Dixie Drummond, Mayor

ATTEST:

Carol Ann Hogue, City Clerk

AGREEMENT

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

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

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

II. The Member agrees to the following:

- A. To remain an active member of the District.
- B. To make an annual contribution of \$ 2,652.00 to the District as recognition of active membership.

Entered into this _____ day of _____, 2013, at

New Mexico

ATTEST:

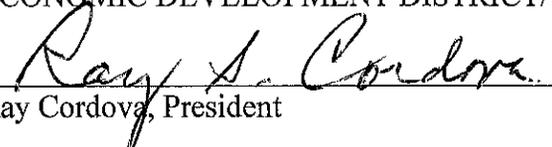
Clerk

Mayor/Commission Chairman

ATTEST:


Hubert H. Quintana, Secretary

SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT/COG


Ray Cordova, President

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 22, 2013



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Technology Use Discussion
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: July 15, 2013

STAFF SUMMARY:

Staff wish to provide instruction on the use of the tablet computers provided to the Commission. These devices will be utilized to provide information to Commissioners at meetings and access to a computer as they carry out City business.

FISCAL IMPACT:

REVIEWED BY: _____
(Finance Director)

ATTACHMENTS:

RECOMMENDATION:

Information only.

Department Head



City Manager

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 22, 2013



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Closed Session
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: July 16, 2013

STAFF SUMMARY:

Staff are requesting a closed session to discuss threatened or pending litigation.

FISCAL IMPACT:

REVIEWED BY: _____
(Finance Director)

ATTACHMENTS:

RECOMMENDATION:

Motion to go into closed session pursuant to Section 10-15-1 NMSA 1978 Subsection H-7 to discuss threatened or pending litigation

Department Head



City Manager