

CITY OF LOVINGTON
REGULAR MEETING OF THE CITY COMMISSION

Monday, June 9, 2025 5:30 PM
TO BE HELD AT 214 SOUTH LOVE STREET

AGENDA

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

OPEN MEETING

Call To Order

Roll Call

Invocation-Commissioner David Trujillo

Pledge of Allegiance and Zia- Commissioner David Trujillo

Approval of Agenda

Consideration of Minutes - May 27, 2025

COMMISSIONERS AND STAFF REPORT

PUBLIC COMMENT

NON-ACTION ITEMS

- Discussion of Water Conservation Ordinance for City of Lovington-David Miranda
- Discussion of Proposed ICIP List for FY26-David Miranda & Leslie Boldt
- Discuss Re-purposing of the Former City Swimming Pools-D Miranda, R Perez
- Discussion of Home Town Heroes Flags on Main St.-D. Miranda
- Public Hearing-Ord. 612-Restricting Commercial Trucks on Portions of Main St.

ACTION ITEMS

- Ordinance 612 - Restricting Trucks and Other Commercial Vehicles on Portions of Main Street - Establishment of a "No Truck Thoroughfare" Zone
- Resolution 2025-043 - Establishing Public Meeting Dates & Holidays
- Resolution 2025-044 - Appoint Members to Parks & Recreation Board
- Resolution 2025-045 - Adopt Policy for Debit/Credit Cards or Electronic Transfer as Payment - David Miranda
- Resolution 2025-046 - Approve PSA Between City of Lovington and Lovington Chamber of Commerce
- Resolution 2025-047 - Approve PSA Between City of Lovington & Lovington EDC
- Resolution 2025-048 - Approve PSA Between City of Lovington and Lovington Mainstreet
- Resolution 2025-049 - Approve PSA Between City of Lovington and Lea County Museum
- Resolution 2025-050 - Approval of Drought Proclamation

- Finance Report and Accounts Payable

ADJOURNMENT

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

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 6/9/2025



Item Type: Other Action

SUBJECT: Discussion of Water Conservation Ordinance for City of Lovington-David Miranda
DEPARTMENT: City Managers Office
SUBMITTED BY: David Miranda
DATE SUBMITTED: 5/30/2025

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

Discuss putting an Ordinance into place for water conservation. This is required for certain grants.

FISCAL IMPACT:

RECOMMENDATION:

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 6/9/2025



Item Type: Information

SUBJECT: Discussion of Proposed ICIP List for FY26-David Miranda & Leslie Boldt
DEPARTMENT: City Managers Office
SUBMITTED BY: David Miranda
DATE SUBMITTED: 5/30/2025

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

The ICIP list for FY26 will be presented at the next City Commission meeting on June 23, 2025 for approval.

FISCAL IMPACT:

RECOMMENDATION:

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 6/9/2025



Item Type: Information

SUBJECT: Discuss Re-purposing of the Former City Swimming Pools-D Miranda, R Perez
DEPARTMENT: City Managers Office
SUBMITTED BY: David Miranda
DATE SUBMITTED: 5/30/2025

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

Mr. Miranda & Mr. Perez will discuss options for the use of the swimming pool locations.

FISCAL IMPACT:

RECOMMENDATION:

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 6/9/2025



Item Type: Information

SUBJECT: Discussion of Home Town Heroes Flags on Main St.-D. Miranda
DEPARTMENT: City Managers Office
SUBMITTED BY: David Miranda
DATE SUBMITTED: 6/2/2025

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

Continued discussion and feedback on the Home Town Heroes Flags Project on Main Street. Teresa Grady will provide updated information.

FISCAL IMPACT:

RECOMMENDATION:

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 6/9/2025



Item Type:

SUBJECT: Public Hearing-Ord. 612-Restricting Commercial Trucks on Portions of Main St.
DEPARTMENT: City Managers Office
SUBMITTED BY: David Miranda
DATE SUBMITTED: 5/30/2025

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

Large trucks being restricted on Main Street to preserve the integrity of the new road.

FISCAL IMPACT:

RECOMMENDATION:

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 6/9/2025



Item Type: Ordinance

SUBJECT: Ordinance 612 - Restricting Trucks and Other Commercial Vehicles on Portions of Main Street - Establishment of a "No Truck Thoroughfare" Zone

DEPARTMENT: City Managers Office

SUBMITTED BY: David Miranda

DATE SUBMITTED: 5/30/2025

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

Restrict large vehicles on Main Street.

FISCAL IMPACT:

RECOMMENDATION:

Adopt

ATTACHMENTS:

Description
Ord 612 - Commercial Trucks on Main Street

Type
Cover Memo

ORDINANCE NO. 612

AN ORDINANCE OF THE CITY OF LOVINGTON, NEW MEXICO RESTRICTING OPERATION AND TRAVEL OF TRUCKS AND OTHER COMMERCIAL VEHICLES ON PORTIONS OF MAIN STREET WITHIN THE CITY AND ESTABLISHMENT OF A “NO TRUCK THOROUGHFARE” ZONE

WHEREAS, the Lovington Main Street Project is scheduled for completion in May, 2025, which has taken over three years to complete and cost in excess of \$25,000,000.00; and

WHEREAS, the new traffic pattern for Main Street between Avenues E and Jackson call for a single lane of traffic in each direction; and

WHEREAS, the subject street was not intended to function as an avenue for heavy trucks or other vehicles of similar size; and

WHEREAS, the governing body wishes to protect Main Street from the eventual wear and tear damages that sustained truck traffic can cause; and

WHEREAS, the governing body wishes to establish and enforce a posted truck route around the city; and

WHEREAS, the subject street is: Main Street, between Avenue N to the south and Dearduff Street to the north;

THEREFORE BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF LOVINGTON, NEW MEXICO, THE CITY COMMISSION, THAT TITLE 12 CHAPTER 12.08.65 HEREBY IS ADOPTED AS FOLLOWS:

12.08.065 Prohibited traffic in the Main Street Corridor.

A. It shall be an infraction to operate or drive any vehicle that requires the driver to hold a commercial driver's license and has a gross weight of more than 26,000 pounds on Main Street between Dearduff Street and Avenue K, except for local deliveries or picking up a load.

B. The following schedule details the routes over which trucks in the categories defined above are required to follow:

- 1) Northbound/Southbound: Trucks should exit North Main Street on the north side by either taking Commercial Street south, to where it again intersects with South Main Street and also intersects with Hwy 83 east bound; or
- 2) By taking Dearduff Street west to Gum Street, turning south on 17th Street which becomes Brian Urlacher and then Avenue R, which intersects with South Main Street and also intersects with Hwy 82 west bound;

- 3) Eastbound/Westbound: trucks are not allowed to turn north or south onto Main Street off of Avenue D
- 4) Therefore, trucks going northbound on Main Street will be required to turn right onto Avenue K which leads to Commercial Street
- 5) Trucks going southbound will be required to turn left onto Commercial Street or right onto Dearduff/Gum; the last option for trucks going southbound would be to turn left onto Van Buren Street, which leads to Commercial Street

C. These truck bypass routes will be marked by conspicuously posted signs beginning before the designated turnoff streets.

D. The penalty assessment for violating this ordinance will be punishable by up to a \$500 fine through Lovington Municipal Court.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF LOVINGTON ON 9th DAY OF JUNE, 2025.

ATTEST:

Robbie Roberts, Mayor

Shannon Lester, City clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 6/9/2025



Item Type: Resolution

SUBJECT: Resolution 2025-043 - Establishing Public Meeting Dates & Holidays
DEPARTMENT: City Clerk
SUBMITTED BY: Shannon Lester
DATE SUBMITTED: 5/30/2025

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

The following meeting dates are established each year by Resolution:

- City Commission
- Lea County Museum
- Lodgers Tax Board
- Parks & Recreation Board
- Library Board
- Senior Citizen Advisory Board
- Lovington Planning & Zoning Commission

Holidays are also established.

FISCAL IMPACT:

none

RECOMMENDATION:

approve

ATTACHMENTS:

Description

Res 2025-043 - Meeting Dates & Holidays

Type

Cover Memo

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

RESOLUTION 2025-043

A RESOLUTION ESTABLISHING CITY COMMISSION, APPOINTED BOARDS AND
COMMISSIONS, AND OBSERVED HOLIDAYS FOR JULY 2025 THRU JUNE 2026

WHEREAS, the City Commission and various appointed Boards and Commissions meet on a regular basis on specified days and times of each month; and

WHEREAS, observed City Holidays must be approved in advance by the Lovington City Commission.

NOW, THEREFORE, BE IT RESOLVED by the Lovington City Commission that the City Clerk will publish a legal notice that will provide the public notice of:

1. City Commission meeting dates and times; and
2. Regular meetings of Commission appointed Boards and Commissions; and
3. City observed holidays for July 2025 through June 2026.

DONE THIS 9th DAY OF JUNE, 2025 at

City of Lovington
New Mexico

Howard Roberts, Mayor

ATTEST:

Shannon Lester, City Clerk

LEGAL NOTICE

The following is a list of the regular City Commission Meetings for the months of July 2025 through June 2026. These meetings will be held in the City Commission Chambers at City Hall, 214 S. Love St., Lovington, New Mexico at 5:30 p.m. (MST). In the event a meeting must be rescheduled, publication will be made at least three days prior to such meeting. Anyone wishing to request a meeting agenda may obtain a copy from the Administrative Assistant located at City Hall, 214 S. Love St., Lovington, New Mexico, during normal business hours. All agendas are available at least seventy-two hours prior to the meeting date. If you require hearing interpreters or auxiliary aids in order to attend any Lovington City Commission Meetings, please contact the City Clerk's Office at (575) 396-2884. At least 72 hours prior notice is required in order to meet these needs.

JULY 2025 – JUNE 2026 CITY COMMISSION DATES

MONTH	1st MEETING	2nd MEETING
July	14	28
August	11	25
September	08	22
October	13	27
November	10	24
December	08	
January	12	26
February	09	23
March	09	23
April	13	20
May	11	26
June	08	22

Signed: _____
Shannon Lester, City Clerk

Publish: Lovington Leader –

LEGAL NOTICE

The Lea County Museum board will be meeting the third Wednesday of each month of July 2025 through June 2026 at the Lea County Museum, 103 S. Love St., Lovington, New Mexico, at 3 :00 p.m. (MST). If a meeting is rescheduled, notice will be published prior to the meeting.

LEGAL NOTICE

The City of Lovington Lodgers Tax Board will be meeting every March, June, September and December, at a time that will be scheduled and published July 2025 through June 2026 at the City Commission Chambers at City Hall, 214 S. Love St., Lovington, New Mexico.

LEGAL NOTICE

The City of Lovington Parks & Recreation Board will be meeting every February, May, August and November, at a time that will be scheduled and published July 2025 through June 2026 at the City Commission Chambers at City Hall, 214 S. Love St., Lovington, New Mexico.

LEGAL NOTICE

The Library Board will meet in the Board Room of the Lovington Public Library, 119 S. Main, Lovington, New Mexico at 8:30 a.m. (MST) on the following dates for July 2025 through June 2026. If a meeting is rescheduled, notice will be published prior to the meeting.

July 17
September 18
November 20

January 15
March 19
May 21

The Senior Citizen Advisory Board will meet at the McKibben Senior Center, 18 W. Avenue F, Lovington, New Mexico at 2:00 p.m. (MST) on the following dates for July 2025 through June 2026. If a meeting is rescheduled, notice will be published prior to the meeting.

August 07
October 02

February 05
May 07

LEGAL NOTICE

The Lovington Planning and Zoning Commission will meet in regular session at City Hall, 214 S. Love Street, Lovington, New Mexico at 4:00 p.m. (MST) on the following dates for July 2025 through June 2026. If a meeting is rescheduled, notice will be published prior to the meeting.

July 15	January 13
August 12	February 10
September 09	March 10
October 14	April 14
November 11	May 12
December 09	June 09

If you require hearing interpreters or auxiliary aids in order to attend any Lovington City Commission Meetings, please contact the City Clerk's Office at (575) 396-2884. At least 72 hours prior notice is required in order to meet these needs. Anyone wishing to obtain an agenda may request a copy from the appropriate board 72 hours in advance of the scheduled meeting.

Signed: _____
Shannon Lester, City Clerk

Publish: Lovington Leader – June 12, 2025

HOLIDAYS
JULY 2025 THROUGH JUNE 2026

July 4, 2025	Independence Day	Friday
September 1, 2025	Labor Day	Monday
November 27, 2025	Thanksgiving Day	Thursday
November 28, 2025	Day after Thanksgiving	Friday
December 24, 2025	Christmas Eve	Wednesday
December 25, 2025	Christmas Day	Thursday
January 1, 2026	New Year's Day	Thursday
January 19, 2026	Martin Luther King Day	Monday
April 3, 2026	Good Friday	Friday
May 25, 2026	Memorial Day	Monday

2 Floating Holidays per fiscal year

Signed: _____
Shannon Lester, City Clerk

Publish: Lovington Leader – June 12, 2025

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 6/9/2025



Item Type: Resolution

SUBJECT: Resolution 2025-044 - Appoint Members to Parks & Recreation Board
DEPARTMENT: City Clerk
SUBMITTED BY: Shannon Lester
DATE SUBMITTED: 5/30/2025

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

Several citizens have expressed interest in being appointed to the Parks & Recreation Board: Marla Price - ETZ - reappointed, Clayburn Griffin - reappointed, Mary Ann Bradshaw and Jorge Mancilla. Larry Ridenour would be available for either Parks & Rec Board or P&Z Board.

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:

Description
Res 2025-044 - P&R Board Appt

Type
Cover Memo

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

RESOLUTION 2025-044

**A RESOLUTION AUTHORIZING THE CITY COMMISSION TO MAKE APPOINTMENT TO THE LOVINGTON PARKS AND
RECREATION BOARD**

WHEREAS, Title II, Division V, Chapter 2.64 grants the Mayor and City Commission to appoint individuals to serve on various City Boards and Commissions; and

WHEREAS, Title II, Division V, Chapter 2.90 establishes the Parks and Recreation Board; and

WHEREAS, the Parks and Recreation Board is composed of one City Commissioner and six persons serving three-year terms and appointed by the Mayor and confirmed by the City Commission; and

WHEREAS, one position is for a person in the Extra-territorial Zone.

NOW, THEREFORE, BE IT RESOLVED, by the Lovington City Commission that the following individuals be appointed to the Lovington Parks and Recreation Board:

**Lovington Parks and Recreation Board
(Term expires June 30, 2028)**

Appoint: _____ (ETZ)
Appoint: _____

Evelyn Holguin (Term expires July 30, 2027)
Joe Wallace (Term expires July 30, 2027)
Crystal Ball (Term expires July 30, 2027)
Marla Price (Term expires June 30, 2025) ETZ
Nathan Butcher (Term expires Jan. 30, 2027)
Clayburn Griffin (Term expires June 30, 2025)
Scott Boldt (Term runs in conjunction with City Commission term)

DONE THIS 9th DAY OF June, 2025 at

City of Lovington
New Mexico

ATTEST:

Howard D. Roberts, Mayor

Shannon Lester, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 6/9/2025



Item Type: Resolution

SUBJECT: Resolution 2025-045 - Adopt Policy for Debit/Credit Cards or Electronic Transfer as Payment - David Miranda
DEPARTMENT: City Managers Office
SUBMITTED BY: David Miranda
DATE SUBMITTED: 5/30/2025

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

Auditors are in need of an adopted Credit Card Policy for the City of Lovington.

FISCAL IMPACT:

none

RECOMMENDATION:

Adopt

ATTACHMENTS:

Description

Res 2025-045 - Credit Card Policy

Type

Cover Memo

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

RESOLUTION 2025-045

**A RESOLUTION TO APPROVE A POLICY FOR THE ACCEPTANCE OF DEBIT/CREDIT CARDS OR
ELECTRONIC TRANSFER AS PAYMENT**

WHEREAS, the Governing Body of the City of Lovington exercises the powers of the City as a body politic and corporate pursuant to NMSA 1978, Section 3-18-1; and,

WHEREAS, the Governing Body is statutorily charged with managing and controlling all property and finances belonging to the City; pursuant to NMSA 1978, Section 3-12-3; and,

WHEREAS, NMSA 1978, Section 6-10-1.2 (A) Provides that "a state agency or local governing body may accept payment by credit card or electronic means of any amount due under any law or program administered by the agency or local governing body." The local governing body shall adopt procedures, subject to the approval of the department, on the terms and conditions of accepting payments by credit card or electronic transfer.

NOW THEREFORE, BE IT RESOLVED that the following policy is hereby adopted:

POLICY:

This policy applies to all City of Lovington Departments that accept or may accept debit or credit cards for payment of utilities and related services.

Section 6-10-1.2 NMSA provides that a local governing body may accept payment by credit card or electronic means and may charge a uniform convenience fee to cover the approximate costs imposed by a financial institution that are directly related to processing a debit/credit card or electronic transfer transaction.

Debit/Credit Card customer information is not subject to Public Records Disclosure. Debit/Credit Card customer information will not be subject for use for commercial purposes.

A. Authorization to Open all Credit and Debit Card Accounts and to Accept Payment:

The City Clerk/Finance Director/Treasurer and his or her designee, may accept payment of debit/credit card or electronic transfer transactions. He or she must

also approve and open all debit card accounts and merchant credit card accounts per NMSA 1978, Section 6-10-51. A convenience fee may be charged to the customer pursuant to Section 6-10-1.2(8).

B. Definitions:

1. "Automated Clearing House" or "ACH" means an association of depository institutions that process financial transactions electronically through the Federal Reserve Bank.
2. "Convenience Fee" means a fee that is charged to a customer for the convenience of making an electronic payment. A convenience fee charged to a customer typically covers all or a portion of a payment vendor's transaction costs, as well as any other additional fees that are charged by an agency to recover direct costs associated with an electronic payment.
3. "Credit Card" means a card indicating that the holder named on the card has obtained a revolving line of credit from the financial institution issuing the card up to a certain dollar amount valid to a specified date shown on the card. A credit card may be used to pay for goods and services from merchants or organizations participating in the corresponding credit card program.
4. "Debit Card" means a card indicating that the holder named on the card has an open account in a financial institution shown on the card that the holder named on the card is authorized to pay for purchases of goods and services from participating merchants so long as the account is valid and has adequate funds to cover the cost of either goods or services, or both, at the time of the transaction.
5. "Customer" means a person who is paying property tax or related services with an electronic payment, such as a credit card, debit card or electronic check.
6. "Electronic Check" or "c-check" means an ACH debit that is initiated by the customer or agency on the internet against an open account in a financial institution that is authorized for use to pay for purchases of goods and services from participating merchants so long as the account is valid and has adequate funds to cover the cost of either goods or services, or both, at the time of the transaction. This is also known as an internet check.
7. "Electronic Payments" means any financial transaction by which funds are transferred to through any type of electronic payment option or method. The electronic payment options include, but are not limited to; Internet payment processing, point-of-sale payment processing, and interactive voice response

(telephone payments). The methods of payment include but are not limited to: automated clearing house (ACH), credit cards, debit cards, ACH debit processing and wire transfers.

8. "Electronic Payment Services" means any service provided by a vendor who acts as an intermediary in processing an electronic payment, including, but not limited to: merchant banking services, credit card payment processing, ACH debit processing, and internet payment gateway services. Depending on how contracts with third party vendors are established, electronic payment services may be coordinated by a single vendor or multiple vendors.

9. "Electronic Payment Processing Protocol" means the standard processes used by the City of Lovington when accepting electronic payments from customers, including, but not limited to, contracts with financial service providers and business procedures.

10. "Interactive Voice Response System" (IVR) means a system that allows users to pay for services over the telephone or other audio-signal carrier using a credit card.

11. "Internet Payment Gateway Service" means a service provided by a vendor that directs an internet payment transaction to the appropriate third-party payment processor who facilitates the transfer of funds from a specific financial institution.

12. "Merchant Banking Service" refers to the designated bank or banking service that processes an electronic payment.

13. "Payment Vendor" means a service provider who is involved with the electronic payment transaction, including, but not limited to: merchant bank, credit card issuer, credit card association, internet payment gateway, ACH or credit card payment processor.

14. "Personal Financial Information" means the information provided by the customer in the course of completing a payment transaction with RWW through an electronic transfer of funds, including, but not limited to credit card number, debit card number and bank account number.

15. "Point-of-Sale" or POS is a payment option that performs a real-time payment authorization of a customer's account when the customer presents their credit card (or other payment method) in-person at the time of sale.

16. "Transaction Fee" means the same as "transaction cost" and refers to the cost incurred by a payment vendor for executing an electronic payment. If an agency

passes all or a portion of this transaction cost on to the customer, then the resulting fee to the customer is typically called a "convenience fee" (see definition above).

C. Procedures:

1. The City of Lovington may accept electronic payments for services pursuant to NMSA 1978, Section 6-10-1.2.

2. The City of Lovington must comply with the electronic payment processing protocol and procedural steps as set forth in these administrative policies and procedures.

a) Electronic Payment Processing Protocol and Privacy. The City of Lovington, with technical assistance and equipment, if necessary, shall establish and maintain the protocol for electronic payment processing, including, but not limited to, contracts for electronic payments, convenience fees, and standard business processes and procedures.

b) The City shall not store a customer's personal financial information in a database accessible to the public. If the City of Lovington has a legal and justifiable business need to store personal financial information obtained from customers during an electronic payment transaction, the City of Lovington is required to provide written procedures and policies for the safekeeping of such personal financial information. Such written procedures and policies shall include the names of employees who will have access to such personal financial information. Such procedures and policies shall be forwarded to the City Manager for written approval before storing personal financial information in a database accessible to employees.

3. Contracts: The City Finance Director/Treasurer, subject to the approval of the Governing Body, may procure and administer contracts with vendors for the acceptance and processing of electronic payments, including, but not necessarily limited to: merchant banking services, internet payment gateway services, and third-party electronic payment processors.

4. Convenience and Transaction Fees:

a) A convenience fee greater than the cost of a payment vendor's transaction fee may be charged to the customer for an electronic payment. Convenience fees may be calculated to recover all a payment vendor's

transaction costs, as well as any additional direct costs borne by the City of Lovington.

b) Use of a convenience fee and the methodology used in calculating it must be in accordance with the contracts has established with its payment vendors.

5. The Finance Director/Treasurer is responsible for tracking, researching and recording all credit/debit card transactions or electronic transfer for reconciliation purposes.

6. Acceptance of debit/credit cards or electronic transfer from the internet shall be done in a secure fashion and on a secure system.

7. Debit/Credit card payments will be accepted in person by POS, or electronically online through the internet payment gateway or through a telephone IVR system. Debit/Credit card payments will not be accepted by mail or email.

PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF LOVINGTON ON THIS 9th DAY OF JUNE, 2025.

City of Lovington
New Mexico

Howard Roberts, Mayor

ATTEST:

Shannon Lester, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 6/9/2025



Item Type: Resolution

SUBJECT: Resolution 2025-046 - Approve PSA Between City of Lovington and Lovington Chamber of Commerce
DEPARTMENT: City Managers Office
SUBMITTED BY: David Miranda
DATE SUBMITTED: 5/30/2025

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

Public Services Agreement with the Lovington Chamber:
\$25,000 taken from Lodgers Tax
\$25,000 taken from General Fund

FISCAL IMPACT:

\$50,000

RECOMMENDATION:

Approve

ATTACHMENTS:

Description	Type
Res 2025--046-PSA COL & Chamber	Cover Memo
PSA - Lovington Chamber of Commerce	Cover Memo

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

RESOLUTION 2025-046

**A RESOLUTION APPROVING FY 2026 PROFESSIONAL SERVICES AGREEMENT BETWEEN THE
CITY AND THE LOVINGTON CHAMBER OF COMMERCE**

WHEREAS, the City provides funding to the Lovington Chamber of Commerce ("Chamber") on an annual basis; and

WHEREAS, the amount of funding does not require the City to obtain competitive bids; and

WHEREAS, the amount of funding the City will contribute is twenty-five thousand dollars (\$25,000) and Lodgers Tax is twenty-five thousand dollars (\$25,000) to equal fifty thousand dollars (\$50,000) per year, paying twelve-thousand five-hundred dollars (\$12,500) on a quarterly basis.

WHEREAS, it has been determined by the Commission that a formal agreement between the City and Chamber should be executed as it is in the best interests of the community.

NOW, THEREFORE, BE IT RESOLVED that the Lovington City Commission approves the Professional Services Agreement, attached hereto for reference, between the City of Lovington and Chamber and directs the City Manager to execute this agreement on behalf of the City.

DONE THIS 9th DAY OF JUNE, 2025 at

City of Lovington
New Mexico

Howard D. Roberts, Mayor

ATTEST:

Shannon Lester, City Clerk

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into effective the 1st day of July, 2025 by and between the City of Lovington (hereafter “City”), a New Mexico municipal corporation, and the Lovington Chamber of Commerce, (hereafter “Chamber”) a New Mexico non-profit corporation.

1.0 FUNDING

The terms of this agreement are contingent upon sufficient General Fund and Lodgers’ Tax Fund monies being made available by the City of Lovington for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City of Lovington, this Agreement shall terminate upon written notice being given by the City to the Chamber. The City, in its sole discretion, will determine if sufficient appropriations are available for funding and its decision shall be accepted by the Chamber and shall be final.

For services, as described in Section 3, funding will be computed as follows:

- 1.1 Commencing on the 1st day of July, 2025, and throughout the term of this Agreement; the City will contribute twenty-five thousand dollars (\$25,000) and Lodgers Tax will contribute twenty-five thousand dollars (\$25,000) to equal fifty thousand dollars (\$50,000) per year, paying twelve thousand five hundred dollars (\$12,500) on a quarterly basis.
- 1.2 The Chamber agrees to receive, expend all proceeds, provided by this agreement, for advertising, publicizing, and promotion of tourist-related attractions, facilities, and events (including expenditures for administration, salaries, and other indicated expenses), in strict compliance with the terms of this Agreement. The Chamber shall provide sufficient documentation (contracts, receipts, 1099’s, etc.) to the City’s Finance Department as to the expenditures of the Lodger’s tax monies on the facilities or those categories identified in Sections 3-38-15 and 3-28-21, et. seq. NMSA 1978 Comp. (as revised). Any funds not spent at the end of the term shall and must be returned to the City. Original records, receipts and documentation shall be retained for the period years as specified in Section 15.0.
- 1.3 The Chamber agrees to receive, expend, and account for the entire General Fund proceeds to facilitate and support the services identified in Section 3.0.
- 1.4 As set out more fully in Section 12.0 all performance by the City under this Agreement is subject to available funding and revenues from the City’s Lodgers’ Tax Fund and General Fund and is subject to budget approval of the City Commission of the City of Lovington and the New Mexico Department of Finance and Administration (DFA).
- 1.5 The Chamber shall present to the City documentation of services provided within fifteen (15) days after the end of the quarter, except for the last quarter when documents shall be presented fifteen (15) days prior to the

end of the quarter. After certification by the City Manager that the services invoices have been received and accepted, payment shall be tendered to the Chamber within 30 days. Documentation required upon submittal for quarterly payment is identified in Section 16.0.

2.0 TERM OF AGREEMENT

This Agreement shall be effective on the 1st day of July 2025, and shall continue until June 30, 2026.

3.0 SCOPE OF SERVICES

- 3.1 The Chamber shall provide services to the City on matters relating to the Chambers specialized areas of expertise as defined in this Agreement and its referenced or incorporated Attachments. The Chamber shall secure and remain current on all insurances, licenses, permits, certificates, fees, etc., required for the performance of this Agreement.
- 3.2 The Chamber shall provide the required services for the City when and where appropriate or as indicated in this document.
- 3.3 The following services will be provided by Chamber during the term of this agreement:
 - 3.3.1 Advertising and Promotion: The Chamber shall provide advertising, printing, publication, and other promotional practices as customarily used for securing tourism, promoting existing businesses, and recruitment of new business to the City. The Chamber will produce at least four (4) "Shop Local" advertisements that will be disseminated electronically.
 - 3.3.2 Visitors' Center: The Chamber shall provide a visitor information center, year-round, within the facility provided at 100 W. Central Avenue and will provide the initial meet and greet liaison interface for walk-up visitors, phone inquiries, internet requests and other visitor related information for the City of Lovington.
 - 3.3.3 Mobile App: The Chamber shall maintain and keep up to date the Mobile App with current businesses, community events, job listings, lodging information, dining, retail opportunities, news, and other information the Chamber determines as being in the best interest of the City of Lovington.
 - 3.3.4 Community Calendar: The Chamber shall develop and maintain a community calendar that will be distributed through print and electronic means.
 - 3.3.5 Business network: The Chamber will develop and maintain a business network that will keep local businesses informed of local

events and news.

- 3.3.6 Website: The Chamber will develop and maintain a website that will provide promote the City and provide information to visitors, businesses, and Chamber members.
- 3.3.7 Email list serve: The Chamber will develop and maintain an email list serve to assist with delivery of information released by the City and its departments, local civic groups, and Chamber members.
- 3.3.8 Produce Quality of Life Events: The Chamber shall coordinate and facilitate quality of life events to promote the Chamber and City, increase tourism, and promote local businesses.
 - 3.3.8.1 Electric Light Parade or another similar holiday community event. Substitution of a similar event must be approved by the City Commission in advance.
 - 3.3.8.2 Community Christmas light pole decorations, installation and coordination. The decorations shall be installed prior to the Christmas Holiday Small Business Saturday event.
 - 3.3.8.3 4th of July “Party in the Park” or other similar community Independence Day event. Substitution of a similar event must be approved by the City Commission in advance.
 - 3.3.8.4 Fall/Winter Marketplace Festival or similar community Fall Festival event. Substitution of a similar event must be approved by the City Commission in advance.
 - 3.3.8.5 Coordinate Fair parade (Subject to County Contract)
 - 3.3.8.6 Two (2) additional quality of life events that promote the City in an effort to increase tourism and promote local businesses.
- 3.3.9 Business Development: The Chamber shall conduct two (2) business development workshops/meetings or job fairs per year.
- 3.3.10 Business Promotion: The Chamber will coordinate and assist City businesses with ribbon cuttings, grand openings, and ground breaking ceremonies.
- 3.3.11 Fiscal Responsibility: The Chamber will maintain fiscal and legal integrity of the non-profit organization, completing its annual reporting to the IRS, NM Secretary of State, and the Office of the New Mexico Attorney General.
- 3.3.12 Staffing: The Chamber will provide a paid Executive Director to oversee the day-to-day operations of the organization.

3.3.13 Other services, as determined by the Chamber to be in the best interest of the City.

3.4 The City will provide the following to the Chamber during the term of this Agreement:

3.4.1 Office space located at 100 W. Central, Lovington, New Mexico.

3.4.2 Provide utilities, to include landline telephone and Internet access.

3.4.3 Provide building maintenance.

3.4.4 The City shall provide storage for the Community Light Pole decorations.

3.5 Both parties will agree to additional services requested by the City to be provided by the Chamber in writing. Any additional funding for agreed upon services will require amendment to this agreement as provided for in Section 4.0.

4.0 AMENDMENTS

This Agreement shall not be altered, changed, or amended except by written instrument signed by both parties.

5.0 ASSIGNMENT

The Chamber shall not assign nor delegate specific duties as part of this Agreement nor transfer any interest nor assign any claims for money due or become due under this Agreement without the written consent of the City.

6.0 BINDING EFFECT OF AGREEMENT

Both Parties agree that the terms of this Agreement and any extension or renewal thereof shall extend to and be binding upon the administrators, assigns, successors, and transferees of the contracting parties.

7.0 COMPLIANCE WITH GOVERNING LAW

This Agreement shall be construed in agreement with New Mexico law. The Chamber shall comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies having any jurisdiction or authority, which in any manner affect the performance of the scope of work completed by the Chamber.

8.0 CONFLICT OF INTEREST

The Chamber warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement which would have the potential to conflict with the performance of the services required under this Agreement except those previously disclosed to the City. In the event such a conflict arises, it shall immediately be brought to the attention of the City and appropriate action acceptable to the City Commission be taken.

9.0 INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or should be construed in any way to create or establish a partnership relationship between the Parties or to establish the Chamber as an agent, representative, or employee of the City for any purpose or any manner whatsoever. The Chamber and its employees shall not accrue leave, retirement, or other benefits afforded to employees of the City. The Chamber and its employees may participate in the City health insurance plan but will be responsible for the full cost of the premium. The Chamber is an independent contractor for the City. The Chamber, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the City and shall not bind the City in any respect.

10.0 INDEMNIFICATION AND HOLD HARMLESS

The Chamber shall indemnify, defend, and hold harmless the City, its employees, agents, officers and officials from any and all claims, demands, losses, causes of action, costs, expenses, and liability of any nature whatsoever, including court costs, attorney's fees, and any expenses incurred in enforcing this provision, which may result from, arise out of, be related to, or in any way be connected with this Program; provided, however, that nothing shall be construed to require or obligate the Chamber to indemnify the City of Lovington against or hold the City harmless from the City's own negligent acts or omissions.

11.0 VENUE AND JURISDICTION

Jurisdiction and venue relating to any litigation or dispute arising out of this.

Agreement shall be in the District Court of Lea County, New Mexico, only. If any part of this contract shall be deemed in violation of the laws or Constitution of New Mexico, only such part thereof shall be thereby invalidated, and all other parts hereof shall remain valid and enforceable. If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by another party in enforcing any covenant or provision of this Agreement, including the expenses of in-house counsel.

12.0 NON-APPROPRIATION

The City's obligation to make payment under the terms of this Agreement is contingent upon its appropriation of sufficient funds to make those payments and the New Mexico Department of Finance's (DFA) final approval of the City's budget. If the City does not appropriate sufficient funds or DFA does not approve the City's final budget, this Agreement will terminate upon written notice of that effect to the Chamber. The City Commission's determination that sufficient funds have not been appropriated, through the City Commissioners or DFA action, is firm, binding, and not subject to review by the Chamber.

13.0 NOTICE TO PROCEED OR COMMENCEMENT OF WORK

It is expressly understood that this Agreement is not binding upon the City until approved and signed by the City and, further, that the Chamber shall not proceed with its obligations until the Agreement has been signed by all Parties.

14.0 PROPRIETARY INFORMATION

This Agreement shall not be construed as granting any license right or privileges to any proprietary information of the Chamber or third party. The Chamber retains all title, ownership and intellectual property rights to the proprietary information, including but not limited to the material and trademarks contained in materials used to carry out the scope of work described in this Agreement including any supporting documentation, files, marketing materials, and multimedia. The City is not acquiring any rights in any confidential information of the Chamber or of the customers and business affiliates of the Chamber whose confidential information may be disclosed pursuant to this Agreement.

15.0 RECORD KEEPING AND REPORTS

15.1 The Chamber shall compile, maintain, and make available for inspection by City all records relating to the services provided under this Agreement. These records shall be subject to inspection by the City or designated auditor. The City shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the City to be reimbursed any excessive or illegal payment amounts made to the Chamber during the term of this Agreement. Pursuant to State of New Mexico General Records Retention requirements, the Chamber will retain all original, source and supporting

documents and records related to this Agreement for a minimum of six (6) years after the ending date of this Agreement.

- 15.2 Quarterly payment requests to the City shall include an invoice requesting the amount to be paid in addition to detailed documentation of services provided to the City during the quarter. Documentation will include an accounting of funds expended in the previous quarter, the items completed as identified in Section 3.0, the number of visitor contacts made, the number of business inquiries and recruitment conducted, and other information as requested by the City Manager, Finance Department, or City Commission.

16.0 SUBCONTRACTING

The City bases this Agreement on the personnel skills and reliability of the Chamber as known at the time of execution of this Agreement. The Chamber is permitted to subcontract those components of this Agreement as it deems necessary, but the Chamber shall remain responsible for the professionalism and acceptability of the final work product.

17.0 INSURANCE

The Chamber shall maintain general liability and workers compensation insurance as required by law. The City shall be listed as an additional insured on the general liability policy.

18.0 SEVERABILITY

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

20.0 NOTICES

All notices to be given with respect to this agreement shall be given in writing. Each notice shall be sent either by certified mail, postage prepaid, and return receipt requested to the party to be notified, or by personal delivery at the address set forth herein or at such other address as either party may from time to time designate in writing.

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

Lovington Chamber of Commerce
Executive Director
100 W. Central
Lovington, NM 88260

19.0 REMEDIES

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement. However, all obligations of the Chamber in the Sections regarding Insurance and Indemnification shall survive the termination of this Contract.

20.0 TERMINATION

- 20.1 The City may terminate this Agreement for convenience, in whole or in part, by providing written notice to the Chamber ninety (90) days prior to termination. In the event of Agreement termination, the Chamber shall be paid for work completed to the date of termination. In no event shall the dollar amount paid upon termination exceed a total of the maximum contracted amount and any additional amount provided for by amendment(s).
- 20.2 Where a Party to this Agreement has committed a breach that is capable of remedy and has not cured said breach the Party who is not in breach may serve written notice, with a fixed period in which to remedy the breach. The period given shall be determined at the sole discretion of the Party serving the notice but subject to a minimum period of fourteen (14) days.
- 20.3 The City and the Chamber shall have the right, such right being exercised at their absolute discretion, to terminate this Agreement, in writing, if a breach has been committed that cannot be remedied. Further, the parties may terminate this Agreement, in writing, if a breach has not been remedied to the reasonable satisfaction of the Party serving the notice of breach within the period specified in any such notice.

21.0 WAIVER

Any waiver by the City of any breach of any covenant, term, condition, or agreement in this Agreement to be kept and performed by the Chamber shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent City from declaring a default for any succeeding breach either of the same covenant, term, condition, or agreement or another. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

22.0 RELEASE

The Chamber, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, and the City of Lovington from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees to not purport to bind the City to any obligations not assumed herein by the City of Lovington, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

23.0 EQUAL OPPORTUNITY COMPLIANCE

The Chamber agrees to abide by all Federal and State laws and rules and regulations pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, the Chamber agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Chamber is found to not be in compliance with these requirements during the term of this agreement, the Chamber agrees to take appropriate steps to correct these deficiencies.

24.0 ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

IN WITNESS WHEREOF, we have hereunto affixed our hands and seals this _____ day of _____, 2025.

CITY OF LOVINGTON, NEW MEXICO

By: _____
Howard Roberts, Mayor

ATTEST: Lovington City Clerk
Secretary/Treasurer

By: _____
Shannon Lester

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Lovington City Attorney

**LOVINGTON CHAMBER OF
COMMERCE**

By: _____
David Munoz, President

ATTEST: Board

By: _____
Chamber Secretary

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 6/9/2025



Item Type: Resolution

SUBJECT: Resolution 2025-047 - Approve PSA Between City of Lovington & Lovington EDC
DEPARTMENT: City Managers Office
SUBMITTED BY: David Miranda
DATE SUBMITTED: 5/30/2025

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

Approve Professional Services Agreement with Lovington Economic Development Corporation

FISCAL IMPACT:

\$50,000 from LOGRT Funds

RECOMMENDATION:

Approve

ATTACHMENTS:

Description

REs 2025-047-PSA COL & EDC

PSA - EDC

Type

Cover Memo

Cover Memo

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

RESOLUTION 2025-047

**A RESOLUTION APPROVING FY 2026 PROFESSIONAL SERVICES AGREEMENT BETWEEN THE
CITY AND THE LOVINGTON ECONOMIC DEVELOPMENT CORPORATION**

WHEREAS, the City provides funding to the Lovington Economic Development Corporation ("EDC") on an annual basis; and

WHEREAS, the amount of funding does not require the City to obtain competitive bids; and

WHEREAS, the amount of funding the City will contribute from the LOGRT Funds fifty thousand dollars (\$50,000) per year, paying twelve thousand five hundred dollars (\$12,500) on a quarterly basis;

WHEREAS, it has been determined by the Commission that a formal agreement between the City and EDC should be executed as it is in the best interests of the community.

NOW, THEREFORE, BE IT RESOLVED that the Lovington City Commission approves the Professional Services Agreement, attached hereto for reference, between the City of Lovington and EDC and directs the City Manager to execute this agreement on behalf of the City.

DONE THIS 9th DAY OF JUNE, 2025 at

City of Lovington
New Mexico

Howard D. Roberts, Mayor

ATTEST:

Shannon Lester, City Clerk

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into effective the 1st day of July, 2025 by and between the City of Lovington (hereafter “City”), a New Mexico municipal corporation, and the Lovington Economic Development Corporation (hereafter “EDC”) a New Mexico non-profit corporation.

1.0 FUNDING

The terms of this agreement are contingent upon sufficient Local Option Gross Receipts Tax (LOGRT) and General Fund monies being made available by the City of Lovington for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City of Lovington, this Agreement shall terminate upon written notice being given by the City to the EDC. The City, in its sole discretion, will determine if sufficient appropriations are available for funding and its decision shall be accepted by the EDC and shall be final.

For services, as described in Section 3, funding will be computed as follows:

- 1.1 Commencing on the 1st day of July, 2025, and throughout the term of this Agreement the City will contribute from the LOGRT Funds fifty thousand dollars (\$50,000) per year, paying twelve thousand five hundred dollars (\$12,500) on a quarterly basis.
- 1.2 The EDC agrees to receive, expend, and account for the entire expenditure of LOGRT and General Fund proceeds to facilitate and support the services identified in Section 3.0.
- 1.3 As set out more fully in Section 13.0, all performance by the City under this Agreement is subject to available funding and revenues from the City’s LOGRT and General Funds and is subject to budget approval of the City Commission of the City of Lovington.
- 1.4 The EDC shall present to the City documentation of services provided and within fifteen (15) days after the end of the quarter, except for the last quarter when documents shall be presented fifteen (15) days prior to the end of the quarter. After certification by the City Manager that the services invoices have been received and accepted, payment shall be tendered to the EDC within 30 days. Documentation required upon submittal for quarterly payment is identified in Section 16.0.

- 1.5 On or after July 1, 2025, a Purchase Order will be issued to EDC for the services provided to the City. The Purchase Order shall accompany each request for reimbursement.

2.0 TERM OF AGREEMENT

This Agreement shall be effective on the 1st day of July, 2025, and shall continue until June 30, 2026, with an option to renew, at the discretion of the City, for two (1) additional one (1) year term.

3.0 SCOPE OF SERVICES

- 3.1 The EDC shall provide services to the City on matters relating to the EDC's specialized areas of expertise as defined in this Agreement and its referenced or incorporated Attachments. The EDC shall secure and remain current on all insurances, licenses, permits, certificates, fees, etc., required for the performance of this Agreement.
- 3.2 The EDC shall provide the required services for the City when and where appropriate or as indicated in the attached documents.
- 3.3 The following services will be provided by EDC during the term of this agreement:
 - 3.3.1 The EDC will provide assistance to qualifying businesses for furthering or implementing economic development plans and projects.
 - 3.3.2 The EDC will continue to update the City of Lovington Economic Development Plan.
 - 3.3.3 The EDC will work with local business to improve the general climate so they may be successful in retaining and creating new jobs.
 - 3.3.4 The EDC will assist with the development of adequate infrastructure for business recruitment, retention, and expansion.
 - 3.3.5 The EDC will accept applications for LOGRT Fund assistance from existing or new businesses, review said applications, and provide recommendations to the City for funding.
 - 3.3.6 The EDC will create, implement, and maintain a strategic marketing plan for the City. This plan shall address, but not be limited to the

use and promotion of private sector facilities and infrastructure to support business development and the leveraging of applicable tax incentives, grants, promotions and other programs.

- 3.3.7 The EDC will research new business opportunities and interface with companies to facilitate locating operations to the City of Lovington.
- 3.3.8 The EDC will prepare targeted proposals specific to the manufacturing or retail industry in which the City is qualified for (i.e. site requirements, labor pool, prevailing wages, access to infrastructure, etc.).
- 3.3.9 The EDC will assist in the planning and development of the Lovington Industrial Park.
- 3.3.10 The EDC will contact a minimum of ten (10) manufacturing companies in which the City is qualified for (i.e. site requirements, labor pool, prevailing wages, access to infrastructure, etc.).
- 3.3.11 The EDC will attend or conduct a minimum of six (6) manufacturing site visits to Lovington or at existing company locations companies in which the City is qualified for (i.e. site requirements, labor pool, prevailing wages, access to infrastructure, etc.).
- 3.3.12 The EDC will conduct a minimum of six (6) retention/expansion visits to local companies to identify potential expansion opportunities in which the City is qualified for (i.e. site requirements, labor pool, prevailing wages, access to infrastructure, etc.).
- 3.3.13 The EDC will maintain fiscal and legal integrity of the non-profit organization, completing its annual reporting to the IRS, NM Secretary of State, and the Office of the New Mexico Attorney General.
- 3.3.14 The EDC will develop and maintain an email list serve to assist with delivery of information released by the City and its departments, local civic groups, and EDC members.
- 3.3.15 The EDC will develop and maintain a website that will provide promote the City and provide information to visitors, businesses, and EDC members. Components of this website shall include, but

not be limited to community profile, workforce, business and economy, infrastructure, City services, and quality of life.

3.3.16 The EDC will provide a paid Executive Director to oversee the day-to-day operations of the organization.

3.3.17 The EDC will work closely with the City's elected officials and professional staff, the Chamber of Commerce, the Lovington Economic Development Corporation and all organizations, individuals, and entities in order to draw on resources to augment the work of its staff and board to bring projects to completion and meet common goals

3.3.18 The EDC, within the framework of adopted Economic Transformation Strategies, shall coordinate, and oversee the implementation of the Cinco de Mayo Festival, in partnership with the County, the City and other key community stakeholders or civic groups. Services include coordination of event security, vendors, marketing/public relations, entertainment, and other activities.

3.3.19 Other services, as determined by the EDC to be in the best interest of the City.

3.4 Both parties will agree to additional services requested by the City to be provided by the EDC in writing. Any additional funding for agreed upon services will require amendment to this agreement as provided for in Section 4.0.

3.5 3.5 The City will provide the following to the EDC during the term of this Agreement:

3.5.1 Office space located at 201 S. Main Street, Lovington, New Mexico.

3.5.2 Provide utilities, defined as water, a landline telephone, and internet, at 201 S. Main Street, Lovington, New Mexico.

3.5.3 It is the responsibility of the EDC to ensure appropriate energy usage at the facility. Energy bills that exceed the usage of other City facilities that are similar in size or function (i.e. City Hall) will result in a deduction of the quarterly payment of funds to the EDC. The deduction will be the dollar amount that exceeds the similar City facility utility bill and divided by three (3).

4.0 AMENDMENTS

This Agreement shall not be altered, changed, or amended except by written instrument signed by both parties.

5.0 ASSIGNMENT

The EDC shall not assign nor delegate specific duties as part of this Agreement nor transfer any interest nor assign any claims for money due or become due under this Agreement without the written consent of the City.

6.0 BINDING EFFECT OF AGREEMENT

Both Parties agree that the terms of this Agreement and any extension or renewal thereof shall extend to and be binding upon the administrators, assigns, successors, and transferees of the contracting parties.

7.0 COMPLIANCE WITH GOVERNING LAW

This Agreement shall be construed in agreement with New Mexico law. The EDC shall comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies having any jurisdiction or authority, which in any manner affect the performance of the scope of work completed by the EDC.

8.0 CONFIDENTIAL INFORMATION

Any confidential information provided to the City, not subject to disclosure by the City under the Inspection of Public Records Act, whether such information is developed by the EDC its officers, directors, employees, agents, or sub-consultants in the performance of this Agreement or provided to the EDC by a third party, will be kept confidential by the parties and will not be made available to any individual, organization, or other entity without prior written approval of the EDC.

9.0 CONFLICT OF INTEREST

The EDC warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement which would have the potential to conflict with the performance of the services required under this Agreement except those previously disclosed to the City. In the event such a conflict arises, it shall immediately be brought to the attention of the City and appropriate action acceptable to the City shall be taken.

10.0 INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or should be construed in any way to create or establish a partnership relationship between the Parties or to establish the EDC

as an agent, representative, or employee of the City for any purpose or any manner whatsoever. The EDC and its employees shall not accrue leave, retirement, or other benefits afforded to employees of the City. The EDC and its employees may participate in the City health insurance plan but will be responsible for the full cost of the monthly premium. The EDC is an independent contractor for the City. The EDC, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the City and shall not bind the City in any respect.

11.0 INDEMNIFICATION AND HOLD HARMLESS

The EDC shall indemnify, defend, and hold harmless the City, its employees, agents, officers and officials from any and all claims, demands, losses, causes of action, costs, expenses, and liability of any nature whatsoever, including court costs, attorney's fees, and any expenses incurred in enforcing this provision, which may result from, arise out of, be related to, or in any way be connected with this Program; provided, however, that nothing shall be construed to require or obligate the EDC to indemnify the City of Lovington against or hold the City harmless from the City's own negligent acts or omissions.

12.0 VENUE AND JURISDICTION

Jurisdiction and venue relating to any litigation or dispute arising out of this Agreement shall be in the District Court of Lea County, New Mexico, only. If any part of this contract shall be deemed in violation of the laws or Constitution of New Mexico, only such part thereof shall be thereby invalidated, and all other parts hereof shall remain valid and enforceable. If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by another party in enforcing any covenant or provision of this Agreement, including the expenses of in-house counsel.

13.0 NON-APPROPRIATION

The City's obligation to make payment under the terms of this Agreement is contingent upon its appropriation of sufficient funds to make those payments and the New Mexico Department of Finance's (DFA) final approval of the City's budget. If the City does not appropriate sufficient funds or DFA does not approve the City's final budget, this Agreement will terminate upon written notice of that effect to the EDC. The City Commission's determination that sufficient funds have not been appropriated, through the City Commissioners or DFA action, is firm, binding, and not subject to review by EDC.

14.0 NOTICE TO PROCEED OR COMMENCEMENT OF WORK

It is expressly understood that this Agreement is not binding upon the City until approved and signed by the City and, further, that the EDC shall not proceed with its obligations until the Agreement has been signed by all Parties.

15.0 PROPRIETARY INFORMATION

This Agreement shall not be construed as granting any license right or privileges to any proprietary information of the EDC or third party. The EDC retains all title, ownership and intellectual property rights to the proprietary information, including but not limited to the material and trademarks contained in materials used to carry out the scope of work described in this Agreement including any supporting documentation, files, marketing materials, and multimedia. The City is not acquiring any rights in any confidential information of the EDC or of the customers and business affiliates of the EDC whose confidential information may be disclosed pursuant to this Agreement.

16.0 RECORD KEEPING

16.1 The EDC shall compile, maintain, and make available for inspection by the City all records relating to the services provided under this Agreement. These records shall be subject to inspection by the City or designated auditor. The City shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the City to be reimbursed any excessive or illegal payment amounts made to the EDC during the term of this Agreement. Pursuant to State of New Mexico General Records Retention requirements, the EDC will retain all original, source and supporting documents and records related to this Agreement for a minimum of six (6) years after the ending date of this Agreement.

16.2 Quarterly payment requests to the City shall include an invoice requesting the amount to be paid in addition to detailed documentation of services provided to the City during the quarter. Documentation will include an accounting of funds expended in the previous quarter, the items completed as identified in Section 3.0, and other information requested by the City Manager, Finance Department, or City Commission.

17.0 SUBCONTRACTING

The City bases this Agreement on the personnel skills and reliability of the EDC as known at the time of execution of this Agreement. The EDC is permitted to subcontract those components of this Agreement as it deems necessary, but the EDC shall remain responsible for the professionalism and acceptability of the final work product.

18.0 INSURANCE

EDC shall maintain general liability and workers compensation insurance as required by law. The City shall be listed as an additional insured on the general

liability policy.

19.0 SEVERABILITY

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

20.0 NOTICES

All notices to be given with respect to this agreement shall be given in writing. Each notice shall be sent either by certified mail, postage prepaid, and return receipt requested to the party to be notified, or by personal delivery at the address set forth herein or at such other address as either party may from time to time designate in writing.

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

Lovington Economic Development Corp.
Executive Director
214 South Love Street
Lovington, NM 88260

21.0 REMEDIES

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement. However, all obligations of the EDC in the Sections regarding Insurance and Indemnification shall survive the termination of this Contract.

22.0 TERMINATION

22.1 The City may terminate this Agreement for convenience, in whole or in part, by providing written notice to the EDC ninety (90) days prior to termination. In the event of Agreement termination, the EDC shall be paid for work completed to the date of termination. In no event shall the dollar

amount paid upon termination exceed a total of the maximum contracted amount and any additional amount provided for by amendment(s).

22.2 Where a Party to this Agreement has committed a breach that is capable of remedy and has not cured said breach the Party who is not in breach may serve written notice, with a fixed period in which to remedy the breach. The period given shall be determined at the sole discretion of the Party serving the notice but subject to a minimum period of fourteen (14) days.

22.3 The City and the EDC shall have the right, such right being exercised at their absolute discretion, to terminate this Agreement, in writing, if a breach has been committed that cannot be remedied. Further, the parties may terminate this Agreement, in writing, if a breach has not been remedied to the reasonable satisfaction of the Party serving the notice of breach within the period specified in any such notice.

23.0 WAIVER

Any waiver by the City of any breach of any covenant, term, condition, or agreement in this Agreement to be kept and performed by the EDC shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent City from declaring a default for any succeeding breach either of the same covenant, term, condition, or agreement or another. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

24.0 RELEASE

The EDC, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, and the City of Lovington from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees to not purport to bind the City to any obligations not assumed herein by the City of Lovington, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

25.0 EQUAL OPPORTUNITY COMPLIANCE

The EDC agrees to abide by all Federal and State laws and rules and regulations pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, the EDC agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the EDC is found to not be in compliance with these requirements during the term of this agreement, the EDC agrees to take appropriate steps to correct these deficiencies.

26.0 ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

IN WITNESS WHEREOF, we have hereunto affixed our hands and seals this 9th day of June, 2025.

CITY OF LOVINGTON, NEW MEXICO

**LOVINGTON ECONOMIC
DEVELOPMENT CORP.**

By: _____
Howard Roberts, Mayor

By: _____
Rogelio G. Hernandez, Jr., President

ATTEST: Lovington City Clerk

ATTEST: Board Secretary

By: _____
Shannon Lester

By: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Lovington City Attorney

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 6/9/2025



Item Type: Resolution

SUBJECT: Resolution 2025-048 - Approve PSA Between City of Lovington and Lovington Mainstreet
DEPARTMENT: City Managers Office
SUBMITTED BY: David Miranda
DATE SUBMITTED: 5/30/2025

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

Professional Services Agreement with Lovington MainStreet
\$25,000 from Lodgers Tax Fund
\$25,000 from City of Lovington General Fund

FISCAL IMPACT:

\$50,000

RECOMMENDATION:

Approbe

ATTACHMENTS:

Description	Type
Res 2025-048-COL & Lovington MainStreet	Cover Memo
PSA - Lovington MainStreet	Cover Memo

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

RESOLUTION 2025-048

**A RESOLUTION APPROVING FY 2026 PROFESSIONAL SERVICES AGREEMENT BETWEEN THE
CITY AND THE LOVINGTON MAINSTREET**

WHEREAS, the City provides funding to the Lovington MainStreet ("MainStreet") on an annual basis; and

WHEREAS, the amount of funding does not require the City to obtain competitive bids; and

WHEREAS, the amount of funding the City will contribute is Twenty-five thousand (\$25,000) and Lodger's Tax will contribute Twenty-five thousand (\$25,000) to equal a total of Fifty Thousand Dollars (\$50,000) per year, paying Twelve thousand five hundred dollars (\$12,500) on a quarterly basis.

WHEREAS, it has been determined by the Commission that a formal agreement between the City and MainStreet should be executed as it is in the best interests of the community.

NOW, THEREFORE, BE IT RESOLVED that the Lovington City Commission approves the Professional Services Agreement, attached hereto for reference, between the City of Lovington and MainStreet and directs the City Manager to execute this agreement on behalf of the City.

DONE THIS 9th DAY OF JUNE, 2025 at

City of Lovington
New Mexico

Howard D. Roberts, Mayor

ATTEST:

Shannon Lester, City Clerk

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into effective the 1st day of July, 2025 by and between the City of Lovington (hereafter “City”), a New Mexico municipal corporation, and Lovington MainStreet (hereafter “LMS”) a New Mexico non-profit corporation.

1.0 FUNDING

The terms of this agreement are contingent upon sufficient General Fund monies being made available by the City of Lovington for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City of Lovington, this Agreement shall terminate upon written notice being given by the City to LMS. The City, in its sole discretion, will determine if sufficient appropriations are available for funding and its decision shall be accepted by LMS and shall be final.

For services, as described in Section 3, funding will be computed as follows:

- 1.1 Commencing on the 1st day of July, 2025, and throughout the term of this Agreement the City will contribute twenty-five thousand dollars (\$25,000) per year and Lodgers Tax will contribute twenty-five thousand dollars (\$25,000) per year for a total of fifty thousand dollars (\$50,000) per year, paying twelve thousand five hundred dollars (\$12,500) on a quarterly basis.
- 1.2 LMS agrees to receive, expend, and account for the entire Lodger’s Tax proceeds, provided by this agreement, for advertising, publicizing, and promotion of tourist-related attractions, facilities, and events (including expenditures for administration, salaries, and other indicated expenses), in strict compliance with the terms of this Agreement and requirements of the Lodger’s Tax Code. LMS shall provide sufficient documentation (contracts, receipts, 1099’s, etc.) to the City’s Finance Department as to the expenditures of the Lodger’s tax monies on the facilities or those categories identified in Sections 3-38-15 and 3-28-21, et. seq. NMSA 1978 Comp. (as revised). Any funds not spent at the end of the term shall and must be returned to the City. Original records, receipts and documentation shall be retained for the period years as specified in Section 16.0.
- 1.3 LMS agrees to receive, expend, and account for the entire General Fund proceeds to facilitate and support the services identified in Section 3.0.

- 1.4 As set out more fully in Section 12.0, all performance by the City under this Agreement is subject to available funding and revenues from the City's General Fund and Lodger's Tax Fund and is subject to budget approval of the City Commission of the City of Lovington.
- 1.5 LMS shall present to the City documentation of services provided within fifteen (15) days after the end of the quarter, except for the last quarter when documents shall be presented fifteen (15) days prior to the end of the quarter. After certification by the City Manager that the services invoices have been received and accepted, payment shall be tendered to LMS within 30 days. Documentation required upon submittal for quarterly payment is identified in Section 16.0.
- 1.6 On or after July 1, 2025, a Purchase Order will be issued to LMS for the services provided to the City. The Purchase Order shall accompany each request for reimbursement.

2.0 TERM OF AGREEMENT

This Agreement shall be effective on the 1st day of July 2025, and shall continue until June 30, 2026, with an option to renew, at the discretion of the City

3.0 SCOPE OF SERVICES

- 3.1 LMS shall provide services to the City on matters relating to LMS specialized areas of expertise as defined in this Agreement and its referenced or incorporated Attachments. LMS shall secure and remain current on all insurances, licenses, permits, certificates, fees, etc., required for the performance of this Agreement.
- 3.2 LMS shall provide the required services for the City when and where appropriate or as indicated in the attached documents.
- 3.3 The following services will be provided by LMS during the term of this agreement:
 - 3.3.1 LMS will provide unified management and coordination for the revitalization and economic development activities in the downtown MainStreet district of the City.
 - 3.3.2 LMS will promote and operate programs to help the business and property owners within the designated Historic MainStreet District ("Downtown") in accordance with the New Mexico MainStreet guidelines and objectives.

- 3.3.3 LMS will strengthen the role and relationship between the Lovington MainStreet District, Lovington Downtown district merchants and the NM MainStreet program, related to technical assistance on Economic Vitality, Design, Organization and Promotions activities.
- 3.3.4 LMS will work closely with the City's elected officials and professional staff, the Chamber of Commerce, the Lovington Economic Development Corporation and all organizations, individuals, and entities in order to draw on resources to augment the work of its staff and board to bring projects to completion and meet common goals.
- 3.3.5 LMS will work with and coordinate activities between community civic groups, Downtown business, financial institutions, and the government; forge new and stronger relationships with public and private agencies and the Downtown business community to ensure that teamwork would be in place for the success of the Lovington MainStreet District.
- 3.3.6 Coordinate, manage, implement, and oversee the NMMS Capital Outlay Sidewalk Grant Award for FY22-23.
- 3.3.7 Assist in seeking, identifying, and applying for grants at the local, state, and federal.
- 3.3.8 Manage and assist in grant award implementation.
- 3.3.9 Assist in maintenance and strategic plan design, development, and implementation for the Historic Downtown District.
- 3.3.10 LMS will employ a qualified, experienced Main Street Director whose duties would be, among others, to provide documentation for the Lovington MainStreet District. The MainStreet Director would be the principal onsite staff person responsible for coordinating all project activities and volunteers locally, as well as for representing the community regionally and nationally as appropriate and dealing with the New Mexico MainStreet staff of the State Economic Development office.
- 3.3.11 LMS will develop and update a consistent promotion and marketing program for the Lovington MainStreet District.

- 3.3.12 LMS will engage community members, businesses, property owners, local government and other stakeholders in design and implementation of projects for the downtown district, including, but not limited to improvements to building facades, street/landscaping activities, signage, lighting, and the overall look of the downtown area.
- 3.3.13 LMS will strengthen the existing economic assets of the Lovington MainStreet District by diversifying the economic base through recruitment of new business, marketing empty space, and strengthening existing merchants.
- 3.3.14 LMS will operate the Local Innovators Institute. LMS will pay for maintenance, upkeep, and waste disposal for Big Blue.
- 3.3.15 LMS will develop and maintain a website that will promote the downtown district and MainStreet program.
- 3.3.16 LMS will develop and maintain an email list serve to assist with delivery of information released by the City and its departments, local civic groups, and LMS members.
- 3.3.17 LMS shall, within the framework of adopted Economic Transformation Strategies, coordinate and oversee the implementation of the promotional events in partnership with the County, the City and other key community stakeholders or civic groups. Services include coordination of event security, vendors, marketing/public relations, entertainment, and other activities pertaining to the following events:
 - 3.3.18 Smokin' on the Plaza
 - 3.3.19 One additional event that promotes tourism to Lovington of any size. Event must include a free activity or entertainment for community.
 - 3.3.20 LMS shall conduct two (2) business development, improvement, shop local campaigns, or retention workshops/meetings for existing, expanding, or new downtown district businesses.
 - 3.3.21 LMS will maintain Storybook Park, Fran Atchley Plaza, as well as the four (4) corner bulb outs located on Central Avenue between Main Street and Love Street. Materials will be provided by the City as required to maintain these areas. Any changes, such as plant

relocation, furniture placement, etc. will require City approval prior to execution.

- 3.3.22 Fiscal Responsibility: LMS will maintain fiscal and legal integrity of the non-profit organization, completing its annual reporting to the IRS, NM Secretary of State, and the Office of the New Mexico Attorney General.
 - 3.3.23 LMS will assist in implementing the Downtown Master Plan/MRA.
 - 3.3.24 Other services, as determined by LMS to be in the best interest of the City.
 - 3.3.25 LMS will assist in enforcing the Economic (E) Zone, including match grants, in-kind services, and support for property owners in the Downtown District.
 - 3.3.26 Develop and maintain and metric system from the businesses in its district, showing what services were provided and what can be done to improve services and relationship between the business and the organization. Documentation shall be given to City Staff.
- 3.4 The City will provide the following to LMS during the term of this Agreement:
- 3.4.1 Office space located at 201 S. Main Street, Lovington, New Mexico.
 - 3.4.2 Provide utilities, defined as water, a landline telephone, and internet for 201 S. Main Street, Lovington, NM.
 - 3.4.3 The City of Lovington will provide water, electricity, a visible parking location for Big Blue from May-July, and parking in the off months.
 - 3.4.4 It is the responsibility of LMS to ensure appropriate energy usage at the facility. Energy bills that exceed the usage of other City facilities that are similar in size or function (i.e. City Hall) will result in a deduction of the quarterly payment of funds to LMS. The deduction will be the dollar amount that exceeds the similar City facility utility bill and divided by three (3).
 - 3.4.5 The City of Lovington will provide trash bags, a generator with fuel, and personal assistance for Smokin' on the Plaza.
 - 3.4.6 The City will provide supplies, such as trash bags, as required to maintain these areas. Park and recreation department may assist.

3.4.7 The City of Lovington will provide storage (L50'XW10' with garage door access) at the Lea County Sports Hall of Fame, 114 E. Central Ave, Lovington, NM.

3.4.8 Provide support as needed to implement the Downtown District's Economic Transformation Strategies.

3.4.8.1 **Strategy 1:** Implement Physical upgrades that support increased occupancy in the district properties.

3.4.8.2 **Strategy 2:** Create/Develop a downtown destination cluster

3.5 Both parties will agree to additional services requested by the City to be provided by LMS in writing.

3.6 Any additional funding for agreed upon services will require amendment to this agreement as provided for in Section 4.0.

4.0 AMENDMENTS

This Agreement shall not be altered, changed, or amended except by written instrument signed by both parties.

5.0 ASSIGNMENT

LMS shall not assign nor delegate specific duties as part of this Agreement nor transfer any interest nor assign any claims for money due or become due under this Agreement without the written consent of the City.

6.0 BINDING EFFECT OF AGREEMENT

Both Parties agree that the terms of this Agreement and any extension or renewal thereof shall extend to and be binding upon the administrators, assigns, successors, and transferees of the contracting parties.

7.0 COMPLIANCE WITH GOVERNING LAW

This Agreement shall be construed in agreement with New Mexico law. LMS shall comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies having any jurisdiction or authority, which in any manner affect the performance of the scope of work completed by LMS.

8.0 CONFLICT OF INTEREST

LMS warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement which would have the potential to conflict with the performance of the services required under this Agreement except those previously disclosed to the City. In the event such a conflict arises, it shall immediately be brought to the attention of the City and appropriate action

acceptable to the City Hall be taken.

9.0 INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or should be construed in any way to create or establish a partnership relationship between the Parties or to establish LMS as an agent, representative, or employee of the City for any purpose or any manner whatsoever. LMS and its employees shall not accrue leave, retirement, or other benefits afforded to employees of the City. LMS is an independent contractor for the City. LMS and its employees may participate in the City health insurance plan but will be responsible for the full cost of the monthly premium. LMS its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the City and shall not bind the City in any respect.

10.0 INDEMNIFICATION AND HOLD HARMLESS

LMS shall indemnify, defend, and hold harmless the City, its employees, agents, officers and officials from any and all claims, demands, losses, causes of action, costs, expenses, and liability of any nature whatsoever, including court costs, attorney's fees, and any expenses incurred in enforcing this provision, which may result from, arise out of, be related to, or in any way be connected with this Program; provided, however, that nothing shall be construed to require or obligate LMS to indemnify the City of Lovington against or hold the City harmless from the City's own negligent acts or omissions.

11.0 VENUE AND JURISDICTION

Jurisdiction and venue relating to any litigation or dispute arising out of this Agreement shall be in the District Court of Lea County, New Mexico, only. If any part of this contract shall be deemed in violation of the laws or Constitution of New Mexico, only such part thereof shall be thereby invalidated, and all other parts hereof shall remain valid and enforceable. If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by another party in enforcing any covenant or provision of this Agreement, including the expenses of in house counsel.

12.0 NON-APPROPRIATION

The City's obligation to make payment under the terms of this Agreement is contingent upon its appropriation of sufficient funds to make those payments and the New Mexico Department of Finance's (DFA) final approval of the City's budget. If the City does not appropriate sufficient funds or DFA does not approve the City's final budget, this Agreement will terminate upon written notice of that effect to LMS. The City Commission's determination that sufficient funds have not been appropriated, through the City Commissioners or DFA action, is firm, binding, and not subject to review by LMS.

13.0 NOTICE TO PROCEED OR COMMENCEMENT OF WORK

It is expressly understood that this Agreement is not binding upon the City until approved and signed by the City and, further, that LMS shall not proceed with its obligations until the Agreement has been signed by all Parties.

14.0 PROPRIETARY INFORMATION

This Agreement shall not be construed as granting any license right or privileges to any proprietary information of LMS or third party. LMS retains all title, ownership and intellectual property rights to the proprietary information, including but not limited to the material and trademarks contained in materials used to carry out the scope of work described in this Agreement including any supporting documentation, files, marketing materials, and multimedia. The City is not acquiring any rights in any confidential information of LMS or of the customers and business affiliates of LMS whose confidential information may be disclosed pursuant to this Agreement.

15.0 RECORD KEEPING

15.1 LMS shall compile, maintain, and make available for inspection by City all records relating to the services provided under this Agreement. These records shall be subject to inspection by the City or designated auditor. The City shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the City to be reimbursed any excessive or illegal payment amounts made to LMS during the term of this Agreement. Pursuant to State of New Mexico General Records Retention requirements, LMS will retain all original, source and supporting documents and records related to this Agreement for a minimum of six (6) years after the ending date of this Agreement.

15.2 Quarterly payment requests to the City shall include an invoice requesting the amount to be paid in addition to detailed documentation of services provided to the City during the quarter. Documentation will include reports indicating the number of businesses, partners, and volunteers participating in promotional events or activities sponsored by LMS, job creation, and the items completed as identified in Section 3.0.

16.0 SUBCONTRACTING

The City bases this Agreement on the personnel skills and reliability of LMS as known at the time of execution of this Agreement. LMS is permitted to subcontract those components of this Agreement as it deems necessary, but LMS

shall remain responsible for the professionalism and acceptability of the final work product.

17.0 INSURANCE

LMS shall maintain general liability and workers compensation insurance as required by law. The City shall be listed as an additional insured on the general liability policy.

18.0 SEVERABILITY

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

20.0 NOTICES

All notices to be given with respect to this agreement shall be given in writing. Each notice shall be sent either by certified mail, postage prepaid, and return receipt requested to the party to be notified, or by personal delivery at the address set forth herein or at such other address as either party may from time to time designate in writing.

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

Lovington MainStreet
Executive Director
106 East Central
Lovington, NM 88260

19.0 REMEDIES

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement. However, all obligations of LMS in the Sections regarding Insurance and Indemnification shall survive the termination of this Contract.

20.0 TERMINATION

- 20.1 The City may terminate this Agreement for convenience, in whole or in part, by providing written notice to LMS ninety (90) days prior to termination. In the event of Agreement termination, LMS shall be paid for work completed to the date of termination. In no event shall the dollar amount be paid upon termination exceed a total of the maximum contracted amount and any additional amount provided for by amendment(s).
- 20.2 Where a Party to this Agreement has committed a breach that is capable of remedy and has not cured said breach the Party who is not in breach may serve written notice, with a fixed period in which to remedy the breach. The period given shall be determined at the sole discretion of the Party serving the notice but subject to a minimum period of fourteen (14) days.
- 20.3 The City and LMS shall have the right, such right being exercised at their absolute discretion, to terminate this Agreement, in writing, if a breach has been committed that cannot be remedied. Further, the parties may terminate this Agreement, in writing, if a breach has not been remedied to the reasonable satisfaction of the Party serving the notice of breach within the period specified in any such notice.

21.0 WAIVER

Any waiver by the City of any breach of any covenant, term, condition, or agreement in this Agreement to be kept and performed by LMS shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent City from declaring a default for any succeeding breach either of the same covenant, term, condition, or agreement or another. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

22.0 RELEASE

LMS upon final payment of the amount due under this Agreement, releases the City, its officers and employees, and the City of Lovington from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees to not purport to bind the City to any obligations not assumed herein by the City of Lovington, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

23.0 EQUAL OPPORTUNITY COMPLIANCE

LMS agrees to abide by all Federal and State laws and rules and regulations pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, LMS agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If LMS is found to not be in compliance with these requirements during the term of this agreement, LMS agrees to take appropriate steps to correct these deficiencies.

24.0 ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

IN WITNESS WHEREOF, we have hereunto affixed our hands and seals this _____ day of _____, 2025.

CITY OF LOVINGTON, NEW MEXICO

LOVINGTON MAINSTREET

By: _____
Howard Roberts, Mayor

By: _____
Chuck Johnson, President

ATTEST: Lovington City Clerk

ATTEST: Board Secretary

By: _____
Shannon Lester

By: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Lovington City Attorney

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 6/9/2025



Item Type: Resolution

SUBJECT: Resolution 2025-049 - Approve PSA Between City of Lovington and Lea County Museum
DEPARTMENT: City Managers Office
SUBMITTED BY: David Miranda
DATE SUBMITTED: 5/30/2025

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

Approve Professional Services Agreement with Lea County Museum

FISCAL IMPACT:

\$25,000 taken from Lodgers Tax Funds

RECOMMENDATION:

Approve

ATTACHMENTS:

Description

Res 2025-049-PSA COL & Museum

PSA - Lea County Museum

Type

Cover Memo

Cover Memo

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

RESOLUTION 2025-049

**A RESOLUTION APPROVING A FY 2026 PROFESSIONAL SERVICES AGREEMENT BETWEEN THE
CITY AND THE LEA COUNTY MUSEUM**

WHEREAS, the City provides funding to the Lea County Museum on an annual basis; and

WHEREAS, the amount of funding does not require the City to obtain competitive bids; and

WHEREAS, the amount of funding the City will contribute is Twenty-five thousand dollars (\$25,000) per year, paying five thousand (\$6,250) on a quarterly basis.

WHEREAS, it has been determined by the Commission that a formal agreement between the City and the Lea County Museum should be executed as it is in the best interests of the community.

NOW, THEREFORE, BE IT RESOLVED that the Lovington City Commission approves the Professional Services Agreement, attached hereto for reference, between the City of Lovington and Lea County Museum and directs the City Manager to execute this agreement on behalf of the City.

DONE THIS 9th DAY OF JUNE, 2025 at

City of Lovington
New Mexico

Howard D. Roberts, Mayor

ATTEST:

Shannon Lester, City Clerk

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into effective the 1st day of July, 2025 by and between the City of Lovington (hereafter "City"), a New Mexico municipal corporation, and Lea County Museum (hereafter "LCM") a New Mexico non-profit corporation.

1.0 FUNDING

The terms of this agreement are contingent upon sufficient Lodger's Tax monies being made available by the City of Lovington for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City of Lovington, this Agreement shall terminate upon written notice being given by the City to LCM. The City, in its sole discretion, will determine if sufficient appropriations are available for funding and its decision shall be accepted by LCM and shall be final.

For services, as described in Section 3, funding will be computed as follows:

- 1.1 Commencing on the 1st day of July, 2025, and throughout the term of this Agreement, Lodgers Tax will contribute twenty-five thousand dollars (\$25,000) per year, paying six thousand two hundred fifty dollars (\$6,250) on a quarterly basis.
- 1.2 LCM agrees to receive, expend, and account for the entire Lodger's Tax proceeds, provided by this agreement, for advertising, publicizing, and promotion of tourist-related attractions, facilities, and events (including expenditures for administration, salaries, and other indicated expenses), in strict compliance with the terms of this Agreement and requirements of the Lodger's Tax Code. LCM shall provide sufficient documentation (contracts, receipts, 1099's, etc.) to the City's Finance Department as to the expenditures of the Lodger's tax monies on the facilities or those categories identified in Sections 3-38-15 and 3-28-21, et. seq. NMSA 1978 Comp. (as revised). Any funds not spent at the end of the term shall and must be returned to the City. Original records, receipts and documentation shall be retained for the period years as specified in Section 15.0.
- 1.3 LCM agrees to receive, expend, and account for the entire Lodger's Tax proceeds to facilitate and support the services identified in Section 3.0.

- 1.4 As set out more fully in Section 12.0, all performance by the City under this Agreement is subject to available funding and revenues from the City's Lodger's Tax Fund and is subject to budget approval of the City Commission of the City of Lovington.
- 1.5 LCM shall present to the City documentation of services provided within fifteen (15) days after the end of the quarter, except for the last quarter when documents shall be presented fifteen (15) days prior to the end of the quarter. After certification by the City Manager that the services invoices have been received and accepted, payment shall be tendered to LCM within 30 days. Documentation required upon submittal for quarterly payment is identified in Section 16.0.
- 1.6 On or after July 1, 2025, a Purchase Order will be issued to LCM for the services provided to the City. The Purchase Order shall accompany each request for reimbursement.

2.0 TERM OF AGREEMENT

This Agreement shall be effective on the 1st day of July 2025, and shall continue until June 30, 2026, with an option to renew, at the discretion of the City

3.0 SCOPE OF SERVICES

- 3.1 LCM shall provide services to the City on matters relating to LCM specialized areas of expertise as defined in this Agreement and its referenced or incorporated Attachments. LCM shall secure and remain current on all insurances, licenses, permits, certificates, fees, etc., required for the performance of this Agreement.
- 3.2 LCM shall provide the required services for the City when and where appropriate or as indicated in the attached documents.
- 3.3 The following services will be provided by LCM during the term of this agreement:
 - 3.3.1 LCM will provide at least 2 concerts to the public and 2 educational and/or cultural events.
 - 3.3.2 LCM will open at least 1 new exhibit or collection.

- 3.3.3 LCM will provide space for groups to host events such as school reunions, usage of the pavilion for dances in accordance with the museum's usage policy.
 - 3.3.4 LCM will continue to maintain all LCM exhibits, manage museum properties and use their best efforts to seek grants for the museum.
 - 3.3.5 LCM will continue to offer books and merchandise to the public.
 - 3.3.6 Fiscal Responsibility: LCM will maintain fiscal and legal integrity of the non-profit organization, completing its annual reporting to the IRS, NM Secretary of State, and the Office of the New Mexico Attorney General.
 - 3.3.7 Other services, as determined by LCM to be in the best interest of the City and the museum.
- 3.4 The City will provide the following to LCM during the term of this Agreement:
 - 3.4.1 The City will continue to provide utilities, business liability Insurance, and property liability insurance for the Museum buildings.
 - 3.4.2 It is the responsibility of LCM to ensure appropriate energy usage at the facility.
 - 3.4.3 Provide building maintenance and repairs as required. General facilities cleaning will be the responsibility of LCM. Major projects (roof, infrastructure, etc.) will be evaluated by the LCM and the city manager.
- 3.5 Both parties will agree to additional services requested by the City to be provided by LCM in writing. Any additional funding for agreed upon services will require amendment to this agreement as provided for in Section 4.0.

4.0 AMENDMENTS

This Agreement shall not be altered, changed, or amended except by written instrument signed by both parties.

5.0 ASSIGNMENT

LCM shall not assign nor delegate specific duties as part of this Agreement nor transfer any interest nor assign any claims for money due or become due under this Agreement without the written consent of the City.

6.0 BINDING EFFECT OF AGREEMENT

Both Parties agree that the terms of this Agreement and any extension or renewal thereof shall extend to and be binding upon the administrators, assigns, successors, and transferees of the contracting parties.

7.0 COMPLIANCE WITH GOVERNING LAW

This Agreement shall be construed in agreement with New Mexico law. LCM shall comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies having any jurisdiction or authority, which in any manner affects the performance of the scope of work completed by LCM.

8.0 CONFLICT OF INTEREST

LCM warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement which would have the potential to conflict with the performance of the services required under this Agreement except those previously disclosed to the City. In the event such a conflict arises, it shall immediately be brought to the attention of the City and appropriate action acceptable to the City shall be taken.

9.0 INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or should be construed in any way to create or establish a partnership relationship between the Parties or to establish LCM as an agent, representative, or employee of the City for any purpose or any manner whatsoever. LCM is an independent contractor for the City. LCM its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the City and shall not bind the City in any respect.

10.0 INDEMNIFICATION AND HOLD HARMLESS

LCM shall indemnify, defend, and hold harmless the City, its employees, agents, officers and officials from any and all claims, demands, losses, causes of action, costs, expenses, and liability of any nature whatsoever, including court costs, attorney's fees, and any expenses incurred in enforcing this provision, which may result from, arise out of, be related to, or in any way be connected with this Program; provided, however, that nothing shall be construed to require or obligate LCM to indemnify the City of Lovington against or hold the City harmless from the City's own negligent acts or omissions.

11.0 VENUE AND JURISDICTION

Jurisdiction and venue relating to any litigation or dispute arising out of this Agreement shall be in the District Court of Lea County, New Mexico, only. If any part of this contract shall be deemed in violation of the laws or Constitution of New Mexico, only such part thereof shall be thereby invalidated, and all other parts hereof shall remain valid and enforceable. If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by another party in enforcing any covenant or provision of this Agreement, including the expenses of in-house counsel.

12.0 NON-APPROPRIATION

The City's obligation to make payment under the terms of this Agreement is contingent upon its appropriation of sufficient funds to make those payments and the New Mexico Department of Finance's (DFA) final approval of the City's budget. If the City does not appropriate sufficient funds or DFA does not approve the City's final budget, this Agreement will terminate upon written notice of that effect to LCM. The City Commission's determination that sufficient funds have not been appropriated, through the City Commissioners or DFA action, is firm, binding, and not subject to review by LCM.

13.0 NOTICE TO PROCEED OR COMMENCEMENT OF WORK

It is expressly understood that this Agreement is not binding upon the City until approved and signed by the City and, further, that LCM shall not proceed with its obligations until the Agreement has been signed by all Parties.

14.0 PROPRIETARY INFORMATION

This Agreement shall not be construed as granting any license right or privileges to any proprietary information of LCM or third party. LCM retains all title, ownership, and intellectual property rights to the proprietary information, including but not limited to the material and trademarks contained in materials used to carry out the scope of work described in this Agreement including any supporting documentation, files, marketing materials, and multimedia. The City is not acquiring any rights in any confidential information of LCM or of the customers and business affiliates of LCM whose confidential information may be disclosed pursuant to this Agreement.

15.0 RECORD KEEPING

15.1 LCM shall compile, maintain, and make available for inspection by City all records relating to the services provided under this Agreement. These records shall be subject to inspection by the City or designated auditor. The City shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the City to be reimbursed any excessive or illegal payment amounts made to LCM during the term of this Agreement. Pursuant to State of New Mexico General Records Retention requirements, LCM will retain all original, source and supporting documents and records related to this Agreement for a minimum of six (6) years after the ending date of this Agreement.

15.2 Quarterly payment requests to the City shall include an invoice requesting the amount to be paid in addition to detailed documentation of services provided to the City during the quarter.

16.0 SUBCONTRACTING

The City bases this Agreement on the personnel skills and reliability of LCM as known at the time of execution of this Agreement. LCM is permitted to subcontract those components of this Agreement as it deems necessary, but LCM shall remain responsible for the professionalism and acceptability of the final work product.

17.0 INSURANCE

The City of Lovington will assume business liability Insurance, and property liability insurance.

18.0 SEVERABILITY

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

20.0 NOTICES

All notices to be given with respect to this agreement shall be given in writing. Each notice shall be sent either by certified mail, postage prepaid, and return receipt requested to the party to be notified, or by personal delivery at the address set forth herein or at such other address as either party may from time to time designate in writing.

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

Lea County Museum
103 South Love
Lovington, NM 88260

19.0 REMEDIES

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement. However, all obligations of LMS in the Sections regarding Insurance and Indemnification shall survive the termination of this Contract.

20.0 TERMINATION

20.1 The City may terminate this Agreement for convenience, in whole or in part, by providing written notice to LCM ninety (90) days prior to termination. In the event of Agreement termination, LCM shall be paid for work completed to the date of termination. In no event shall the dollar amount be paid upon termination exceed a total of the maximum contracted amount and any additional amount provided for by amendment(s).

- 20.2 Where a Party to this Agreement has committed a breach that is capable of remedy and has not cured said breach the Party who is not in breach may serve written notice, with a fixed period in which to remedy the breach. The period given shall be determined at the sole discretion of the Party serving the notice but subject to a minimum period of fourteen (14) days.
- 20.3 The City and LCM shall have the right, such right being exercised at their absolute discretion, to terminate this Agreement, in writing, if a breach has been committed that cannot be remedied. Further, the parties may terminate this Agreement, in writing, if a breach has not been remedied to the reasonable satisfaction of the Party serving the notice of breach within the period specified in any such notice.

21.0 WAIVER

Any waiver by the City of any breach of any covenant, term, condition, or agreement in this Agreement to be kept and performed by LCM shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent City from declaring a default for any succeeding breach either of the same covenant, term, condition, or agreement or another. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

22.0 RELEASE

LCM upon final payment of the amount due under this Agreement, releases the City, its officers and employees, and the City of Lovington from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees to not purport to bind the City to any obligations not assumed herein by the City of Lovington, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

23.0 EQUAL OPPORTUNITY COMPLIANCE

LCM agrees to abide by all Federal and State laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, LMS agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If LCM is found to not be in compliance with these requirements during the term of this agreement, LCM agrees to take appropriate steps to correct these deficiencies.

24.0 ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

IN WITNESS WHEREOF, we have hereunto affixed our hands and seal this 9th day of June, 25.

CITY OF LOVINGTON, NEW MEXICO

LEA COUNTY MUSEUM

By: _____

By: _____

Howard Roberts, Mayor

Ann Behl, President

ATTEST: Lovington City Clerk

ATTEST: Board Secretary

By: _____
Shannon Lester

By: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Lovington City Attorney

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 6/9/2025



Item Type: Resolution

SUBJECT: Resolution 2025-050 - Approval of Drought Proclamation
DEPARTMENT: City Managers Office
SUBMITTED BY: Matthew Richey
DATE SUBMITTED: 6/2/2025

COMPREHENSIVE PLAN IMPLEMENTATION:

STAFF SUMMARY:

Drought Proclamation would restrict fireworks during Fourth of July holiday due to extremely dry conditions. The proclamation must be in effect at least 20 days before July 4 is warranted.

FISCAL IMPACT:

none

RECOMMENDATION:

ATTACHMENTS:

Description

Res 2025-040 - Drought Proclamation

Type

Cover Memo

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

RESOLUTION 2025-050

A RESOLUTION APPROVING A PROCLAMATION DECLARING EXTREME OR SEVERE DROUGHT CONDITIONS AND ISSUING FIREWORKS RESTRICTIONS WITHIN THE CITY OF LOVINGTON, LEA COUNTY, NEW MEXICO

WHEREAS, the City has determined by the review of information obtained by the National Weather Service and New Mexico State Forester that moderate drought conditions exist; and

WHEREAS, in response to the determination of current moderate drought conditions and continuing review of severe fire risk the City may issue a proclamation that bans the sale and use of certain fireworks within the municipal boundaries; and

WHEREAS it is determined that the issuance of the proclamation is held well in advance of the required 20 days prior to the July 4, 2025, holiday; and

WHEREAS the City Commission and Fire Department will continue to monitor drought conditions to determine if the drought proclamation should be extended or rescinded; and

WHEREAS, this Proclamation is effective beginning June 9, 2025 until rescinded by action taken by the City Commission in a public meeting.

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

Section 1: Severe 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 is prohibited by this Proclamation.

Section 4: The use of otherwise permissible safe and sane fireworks, including: cone fountains, crackling devices, cylindrical fountains, flitter sparklers, ground spinners, illuminating torches, toy smoking devices, and 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: The Governing Body of the City of Lovington is authorized to and hereby bans the sale or use of display fireworks, except those associated with events approved through the City permitting process. For purposes of this Proclamation, display fireworks: means devices primarily intended for displays that are designed to produce visible or audible effects by combustion, deflagration or detonation, including salutes containing more than one hundred thirty milligrams of explosive compositions; aerial shells containing more than forty grams of chemical compositions exclusive of lift charge; and other exhibition display items that exceed the limits for permissible fireworks.

Section 7: This Proclamation is effective for a period of thirty days from this date unless a subsequent Proclamation is issued by the City Commission for the City of Lovington.

THIS PROCLAMATION DECLARING EXTREME OR SEVERE DROUGHT CONDITIONS WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY OF LOVINGTON, LEA COUNTY, NEW MEXICO IS PASSED AND APPROVED AT A REGULAR MEETING HELD ON THE 9TH DAY OF JUNE 2025.

DONE THIS 09TH DAY OF JUNE 2025 at

City of Lovington
New Mexico

Howard Roberts, Mayor

ATTEST:

Shannon Lester, City Clerk



Lovington, NM

Expense Approval Report

By Vendor Name

Payment Dates 5/21/2025 - 6/4/2025

Vendor Name	Description (Item)	Amount
Vendor: 10006 - 4River Equipment		
4River Equipment	Street,hyd oil ,motor oil for eq	1,238.10
Vendor 10006 - 4River Equipment Total:		1,238.10
Vendor: 14703 - 575 DESIGNZ		
575 DESIGNZ	Police Window Tint New Unit	175.00
575 DESIGNZ	Police Window Tint New Unit	385.00
Vendor 14703 - 575 DESIGNZ Total:		560.00
Vendor: 14994 - 5-Star Donuts & Deli		
5-Star Donuts & Deli	cem,memorial day supplies	107.25
Vendor 14994 - 5-Star Donuts & Deli Total:		107.25
Vendor: 10104 - Alsco		
Alsco	Ambulance-Linens	367.16
Vendor 10104 - Alsco Total:		367.16
Vendor: 10157 - Animal Care Equip. & Serv.		
Animal Care Equip. & Serv.	APS- safety eqp. snake tongs,	1,462.81
Animal Care Equip. & Serv.	APS- safety eqp. snake tongs,	250.07
Vendor 10157 - Animal Care Equip. & Serv. Total:		1,712.88
Vendor: 10199 - Atco International		
Atco International	Street,first aid kit,wipes	180.05
Atco International	Street,first aid kit,wipes	261.36
Vendor 10199 - Atco International Total:		441.41
Vendor: 10205 - Audie's Copier Repair Service		
Audie's Copier Repair Service	Copies made	69.60
Audie's Copier Repair Service	Police Audies Copier	278.95
Audie's Copier Repair Service	Police Audies Copier	220.78
Audie's Copier Repair Service	Ambulance-Copy Machine Ma	221.78
Audie's Copier Repair Service	Finance Dept. Copier Maint A	276.42
Audie's Copier Repair Service	Finance Dept. Copier Maint A	109.59
Audie's Copier Repair Service	Water Utilitie Billing & WW C	485.08
Audie's Copier Repair Service	Water Utilitie Billing & WW C	485.08
Vendor 10205 - Audie's Copier Repair Service Total:		2,147.28
Vendor: 13741 - AutoZone Stores, Inc		
AutoZone Stores, Inc	Parks- supplies to fix mower ti	29.34
Vendor 13741 - AutoZone Stores, Inc Total:		29.34
Vendor: 10264 - Ben E Keith Amarillo		
Ben E Keith Amarillo	SC-food for meals/supplies-FF	20.57
Ben E Keith Amarillo	SC-food for meals/supplies-FF	35.65
Ben E Keith Amarillo	SC-food for meals/supplies-FF	12.34
Ben E Keith Amarillo	SC-food for meals/supplies-FF	244.25
Ben E Keith Amarillo	SC-food for meals/supplies-FF	407.08
Ben E Keith Amarillo	SC-food for meals/supplies-FF	705.60
Ben E Keith Amarillo	SC-food for meals/supplies-FF	770.70
Ben E Keith Amarillo	SC-food for meals/supplies-FF	444.63
Ben E Keith Amarillo	SC-food for meals/supplies-FF	266.78
Vendor 10264 - Ben E Keith Amarillo Total:		2,907.60
Vendor: 10268 - BenMark Supply Company Inc.		
BenMark Supply Company Inc	2 inch hymax	1,741.13
BenMark Supply Company Inc	ww Lift station Pump repair p	134.34
BenMark Supply Company Inc	cem,sprinkler risers	259.32
BenMark Supply Company Inc	Parks Splash Pad Clamps	155.47
Vendor 10268 - BenMark Supply Company Inc. Total:		2,290.26

Expense Approval Report

Payment Dates: 5/21/2025 - 6/4/2025

Vendor Name	Description (Item)	Amount
Vendor: 10279 - Betsy Ross Flag Girls, Inc.		
Betsy Ross Flag Girls, Inc.	cem- flags	851.00
Vendor 10279 - Betsy Ross Flag Girls, Inc. Total:		851.00
Vendor: 15265 - BLADES GROUP		
BLADES GROUP	Street,patching mix in bags	2,604.00
Vendor 15265 - BLADES GROUP Total:		2,604.00
Vendor: 10293 - Blaine Industrial Supply		
Blaine Industrial Supply	cem, office supplies	727.19
Blaine Industrial Supply	ww Restroom Supplies	75.15
Blaine Industrial Supply	Parks Restroom Supplies	75.15
Vendor 10293 - Blaine Industrial Supply Total:		877.49
Vendor: 10309 - Bob's Thriftway		
Bob's Thriftway	SC-food for meals-FF	82.16
Bob's Thriftway	SC-food for meals-FF	47.40
Bob's Thriftway	SC-food for meals-FF	28.44
Bob's Thriftway	SC-food for meals-FF	24.41
Bob's Thriftway	SC-food for meals-FF	42.31
Bob's Thriftway	SC-food for meals-FF	14.64
Bob's Thriftway	SC-food for meals-FF	86.65
Bob's Thriftway	SC-food for meals-FF	30.00
Bob's Thriftway	SC-food for meals-FF	49.99
Bob's Thriftway	Water- water bottles for shop	61.35
Bob's Thriftway	APS-TRASH BAGS, LAUNDRY S	361.13
Bob's Thriftway	SC-food for meals-FF	93.35
Bob's Thriftway	SC-food for meals-FF	53.86
Bob's Thriftway	SC-food for meals-FF	32.31
Bob's Thriftway	SC-food for meals-FF	89.02
Bob's Thriftway	SC-food for meals-FF	56.31
Bob's Thriftway	SC-food for meals-FF	38.47
Vendor 10309 - Bob's Thriftway Total:		1,191.80
Vendor: 10326 - Bound Tree Medical, LLC		
Bound Tree Medical, LLC	EMS- Medical Supplies	780.48
Bound Tree Medical, LLC	EMS- Medical Supplies	1,157.20
Vendor 10326 - Bound Tree Medical, LLC Total:		1,937.68
Vendor: 10346 - Bridgestone Hosepower LLC		
Bridgestone Hosepower LLC	ww Hose repair	356.46
Vendor 10346 - Bridgestone Hosepower LLC Total:		356.46
Vendor: 10351 - Broad Reach		
Broad Reach	Library 10 bks. Quote I664509	250.54
Vendor 10351 - Broad Reach Total:		250.54
Vendor: 10403 - Cardinal Laboratories		
Cardinal Laboratories	ww Sampling	660.00
Cardinal Laboratories	ww Sampling	78.00
Cardinal Laboratories	ww Sampling	452.00
Cardinal Laboratories	ww Sampling	798.00
Cardinal Laboratories	ww Sampling	229.00
Cardinal Laboratories	ww Sampling	229.00
Vendor 10403 - Cardinal Laboratories Total:		2,446.00
Vendor: 10436 - Center Point Large Print		
Center Point Large Print	Library 2 Western bks May20	46.74
Vendor 10436 - Center Point Large Print Total:		46.74
Vendor: 15243 - Cheepos LLC		
Cheepos LLC	WWW Building Renov. Grant	6,228.19
Cheepos LLC	WWW Building Renov. Grant	1,313.15
Cheepos LLC	WWW Building Renovation	3,754.20
Vendor 15243 - Cheepos LLC Total:		11,295.54

Expense Approval Report

Payment Dates: 5/21/2025 - 6/4/2025

Vendor Name	Description (Item)	Amount
Vendor: 10506 - CNM Electric LLC		
CNM Electric LLC	LIGHT INSTALLED ABOVE JIM	844.71
Vendor 10506 - CNM Electric LLC Total:		844.71
Vendor: 15261 - Computer Transition Services, LLC		
Computer Transition Services,	Monthly Back Up	795.73
Computer Transition Services,	Monthly Cyber Defense Mana	3,249.79
Vendor 15261 - Computer Transition Services, LLC Total:		4,045.52
Vendor: 14811 - D & D AUTOMATION & ELECTRIC LLC		
D & D AUTOMATION & ELECT	City Hall Camera Servers	5,770.40
D & D AUTOMATION & ELECT	Water Bldg Renov. Grant 24-14	13,918.67
Vendor 14811 - D & D AUTOMATION & ELECTRIC LLC Total:		19,689.07
Vendor: 14748 - DASH ELECTRIC LLC		
DASH ELECTRIC LLC	well 5	939.63
Vendor 14748 - DASH ELECTRIC LLC Total:		939.63
Vendor: 10643 - Datamars, Inc		
Datamars, Inc	APS- microchips	1,453.38
Vendor 10643 - Datamars, Inc Total:		1,453.38
Vendor: 14328 - Dawg Police And Fire Gear		
Dawg Police And Fire Gear	Police Performance Shirts	3,135.51
Dawg Police And Fire Gear	Police Long and Short Sleeve	497.92
Dawg Police And Fire Gear	Police Performance Shirts	63.99
Dawg Police And Fire Gear	Police Dawg Police Womens L	255.96
Vendor 14328 - Dawg Police And Fire Gear Total:		3,953.38
Vendor: 14857 - DBA ALLIED INFORMATION MANAGEMENT		
DBA ALLIED INFORMATION M	Ambulance-Medical Waste	767.00
Vendor 14857 - DBA ALLIED INFORMATION MANAGEMENT Total:		767.00
Vendor: 13808 - Dealers First Financial LLC		
Dealers First Financial LLC	Police Dealers First Finance	124.84
Dealers First Financial LLC	Police Dept. Copier Rental Agr	124.84
Dealers First Financial LLC	Finance Dept Copier Rental A	116.24
Dealers First Financial LLC	Police Dealers First Finance M	124.84
Dealers First Financial LLC	Water/WW Copier Rental Agr	172.88
Dealers First Financial LLC	Water/WW Copier Rental Agr	172.88
Vendor 13808 - Dealers First Financial LLC Total:		836.52
Vendor: 10740 - Eagle Towing & Recovery		
Eagle Towing & Recovery	Police Eagle Towing May	136.63
Eagle Towing & Recovery	Towing- 5/21/25- 2007 Chrysl	850.00
Eagle Towing & Recovery	Police Eagle Towing May	159.99
Vendor 10740 - Eagle Towing & Recovery Total:		1,146.62
Vendor: 10750 - ECOLAB		
ECOLAB	SC-dishwasher rental-FF	22.62
ECOLAB	SC-dishwasher rental-FF	65.36
ECOLAB	SC-dishwasher rental-FF	37.71
Vendor 10750 - ECOLAB Total:		125.69
Vendor: 15050 - EMS MANAGEMENT & CONSULTANTS, INC		
EMS MANAGEMENT & CONS	Ambulance-Billing Company	1,742.33
Vendor 15050 - EMS MANAGEMENT & CONSULTANTS, INC Total:		1,742.33
Vendor: 15145 - Eurofins Eaton Analytical LLC		
Eurofins Eaton Analytical LLC	Water- UCMR5 sample fee	399.00
Vendor 15145 - Eurofins Eaton Analytical LLC Total:		399.00
Vendor: 10865 - Fernandez Lawn Care		
Fernandez Lawn Care	Lawn Care for Magistrate Cou	594.50
Vendor 10865 - Fernandez Lawn Care Total:		594.50
Vendor: 14475 - Fierro & Fierro, P.A.		
Fierro & Fierro, P.A.	FINANCE-CONSULTANT WORK	4,291.26
Vendor 14475 - Fierro & Fierro, P.A. Total:		4,291.26

Expense Approval Report

Payment Dates: 5/21/2025 - 6/4/2025

Vendor Name	Description (Item)	Amount
Vendor: 10904 - Forrest Tire Co.		
Forrest Tire Co.	WATER- VEHICLE MAINTENCE	252.83
Forrest Tire Co.	Street,tires for utility truck	583.00
Forrest Tire Co.	P&Z truck tire rotation	21.40
Vendor 10904 - Forrest Tire Co. Total:		857.23
Vendor: 10934 - Gale/Cengage Learning		
Gale/Cengage Learning	Library 1 ChrFic May2025 DM	27.74
Gale/Cengage Learning	Library 4 Cozy mys bks Apr20	83.96
Gale/Cengage Learning	Library 2 Mys bks Apr2025 D	53.23
Gale/Cengage Learning	Library 5 ChrFic bks Apr2025	74.97
Gale/Cengage Learning	Library 4 ChrFic Bks. May2025	101.96
Gale/Cengage Learning	Library 3 Myst 2 bks. May202	81.72
Gale/Cengage Learning	Library 4 Cozy mys bks. May 2	83.96
Vendor 10934 - Gale/Cengage Learning Total:		507.54
Vendor: 10960 - Gebo Credit Corporation		
Gebo Credit Corporation	Parks Hoses for Power Washe	157.42
Gebo Credit Corporation	APS-DOG FEEDER	31.99
Vendor 10960 - Gebo Credit Corporation Total:		189.41
Vendor: 10971 - General Welding Supply		
General Welding Supply	Ambulance-Oxygen	210.00
General Welding Supply	cylinder rental	38.00
General Welding Supply	Ambulance-Oxygen	50.00
General Welding Supply	Ambulance-Oxygen	100.00
General Welding Supply	Ambulance-Oxygen	71.00
General Welding Supply	Ambulance-Oxygen	150.00
General Welding Supply	Ambulance-Oxygen	110.00
Vendor 10971 - General Welding Supply Total:		729.00
Vendor: 14899 - GHOST PATCH		
GHOST PATCH	Police Ghost Patch for Hats	243.50
Vendor 14899 - GHOST PATCH Total:		243.50
Vendor: 11030 - GRIFFIN DIESEL AND AUTOMOTIVE		
GRIFFIN DIESEL AND AUTOM	ww Backhoe Repairs	369.71
Vendor 11030 - GRIFFIN DIESEL AND AUTOMOTIVE Total:		369.71
Vendor: 14588 - H2O To Go		
H2O To Go	Police May H2O	29.75
H2O To Go	City Hall water	35.70
Vendor 14588 - H2O To Go Total:		65.45
Vendor: 11050 - Haarmeyer Electric		
Haarmeyer Electric	lift station scada	165.00
Vendor 11050 - Haarmeyer Electric Total:		165.00
Vendor: 15098 - HARDENED TECHNOLOGIES		
HARDENED TECHNOLOGIES	Police Harden Tech March ED	59.29
Vendor 15098 - HARDENED TECHNOLOGIES Total:		59.29
Vendor: 11081 - Heidel, Samberson, Cox & McMahon, LLC		
Heidel, Samberson, Cox & Mc	May Invoice for attorney fees	4,017.50
Vendor 11081 - Heidel, Samberson, Cox & McMahon, LLC Total:		4,017.50
Vendor: 11100 - High Plains Refrigeration, Inc		
High Plains Refrigeration, Inc	Fire-Ice Machine Rental	200.00
Vendor 11100 - High Plains Refrigeration, Inc Total:		200.00
Vendor: 11108 - Hobbs News-Sun		
Hobbs News-Sun	Advertising affidavit for legals,	582.06
Hobbs News-Sun	Advertising affidavit for legals,	556.99
Vendor 11108 - Hobbs News-Sun Total:		1,139.05
Vendor: 11145 - HW Wilson c/o Grey House Publishing		
HW Wilson c/o Grey House P	Library Pub Lib Core Coll. 202	378.00
Vendor 11145 - HW Wilson c/o Grey House Publishing Total:		378.00

Expense Approval Report

Payment Dates: 5/21/2025 - 6/4/2025

Vendor Name	Description (Item)	Amount
Vendor: 11150 - IACP		
IACP	Police ICAPnet 7/1/25 through	875.00
Vendor 11150 - IACP Total:		875.00
Vendor: 11164 - ImageTrend , LLC		
ImageTrend , LLC	Fire-Investigation Image Trend	2,175.00
Vendor 11164 - ImageTrend , LLC Total:		2,175.00
Vendor: 13382 - Indoff Incorporated		
Indoff Incorporated	supplies	61.16
Indoff Incorporated	Library Cleaning supplies quot	184.46
Indoff Incorporated	Window Envelopes for water	300.00
Indoff Incorporated	Window Envelopes for water	735.00
Indoff Incorporated	Supplies	335.53
Indoff Incorporated	Office Supplies	65.10
Indoff Incorporated	Cleaning/Office Supplies	305.95
Vendor 13382 - Indoff Incorporated Total:		1,987.20
Vendor: 11242 - James, Cooke & Hobson, Inc		
James, Cooke & Hobson, Inc	ww Lift station pumps	8,257.29
James, Cooke & Hobson, Inc	ww Lift station pumps	12,000.00
James, Cooke & Hobson, Inc	Chains Shackles for lift station	52,382.00
James, Cooke & Hobson, Inc	ww Lift station pumps	6,442.76
Vendor 11242 - James, Cooke & Hobson, Inc Total:		79,082.05
Vendor: 15336 - JR General Services LLC		
JR General Services LLC	Painting of City Hall fascia, gu	1,250.00
Vendor 15336 - JR General Services LLC Total:		1,250.00
Vendor: 11362 - Keith Morwood Enterprises, Inc		
Keith Morwood Enterprises, I	APS disinfectant, foam kit, bru	797.05
Vendor 11362 - Keith Morwood Enterprises, Inc Total:		797.05
Vendor: 11478 - Lea County Fair Office		
Lea County Fair Office	Lea County Fair Fiddler Conte	500.00
Vendor 11478 - Lea County Fair Office Total:		500.00
Vendor: 11467 - Lea County		
Lea County	leg-Quit Claim Deed filed-NM	25.00
Lea County	Leg-Quit Claim-Arthur & Lucin	25.00
Lea County	Leg-File Deeds-Cemetery & E	325.00
Vendor 11467 - Lea County Total:		375.00
Vendor: 11544 - Lovington Auto Supply		
Lovington Auto Supply	Fire - fm brake lights	24.77
Lovington Auto Supply	Wastewater auto repairs	350.99
Lovington Auto Supply	Wastewater auto repairs	32.99
Lovington Auto Supply	Wastewater auto repairs	233.45
Lovington Auto Supply	Wastewater auto repairs	95.98
Lovington Auto Supply	ww Auto Repairs	9.56
Lovington Auto Supply	ww Auto Repairs	15.99
Lovington Auto Supply	ww Auto Repairs	50.82
Lovington Auto Supply	Police Lovington Auto May	13.98
Lovington Auto Supply	ww Auto Repairs	55.99
Lovington Auto Supply	Police Lovington Auto May	49.05
Vendor 11544 - Lovington Auto Supply Total:		933.57
Vendor: 11564 - Lovington Tire Service, Inc.		
Lovington Tire Service, Inc.	Ambulance-EMS 6 Tire	330.50
Lovington Tire Service, Inc.	Parks tire for Polaris	626.00
Lovington Tire Service, Inc.	Police Lvt. Tire Unit 1 Flat	17.76
Vendor 11564 - Lovington Tire Service, Inc. Total:		974.26
Vendor: 11773 - MWI Veterinary Supplies		
MWI Veterinary Supplies	APS-Euth,Gauze,Gloves,Hyd,S	222.45
MWI Veterinary Supplies	APS-Euth,Gauze,Gloves,Hyd,S	128.66
MWI Veterinary Supplies	APS-Euth,Gauze,Gloves,Hyd,S	66.18

Expense Approval Report

Payment Dates: 5/21/2025 - 6/4/2025

Vendor Name	Description (Item)	Amount
MWI Veterinary Supplies	APS- DAPP, Diluent	69.05
MWI Veterinary Supplies	APS- DAPP, Diluent	1,356.00
Vendor 11773 - MWI Veterinary Supplies Total:		1,842.34
Vendor: 12009 - P & D Petroleum, Inc		
P & D Petroleum, Inc	Fire-Fuel	366.51
P & D Petroleum, Inc	Ambulance-Fuel	4,665.38
P & D Petroleum, Inc	CEM-FUEL-TRANSPORTAION	1,011.95
P & D Petroleum, Inc	P&Z fuel for truck	73.67
P & D Petroleum, Inc	P&Z Fuel for truck	24.44
P & D Petroleum, Inc	fuel bill	1,499.47
P & D Petroleum, Inc	p & d Petroleum Inc. April Sta	4,064.35
P & D Petroleum, Inc	SC-gas for vans-FF	130.07
P & D Petroleum, Inc	SC-gas for vans-FF	241.69
P & D Petroleum, Inc	Street,Diesel gas for departm	3,822.16
P & D Petroleum, Inc	fuel	2,069.64
P & D Petroleum, Inc	ww fuel bill	1,920.81
P & D Petroleum, Inc	APS_ April Gas	1,283.80
Vendor 12009 - P & D Petroleum, Inc Total:		21,173.94
Vendor: 12075 - Pettigrew & Associates, P. A.		
Pettigrew & Associates, P. A.	Jackson Avenue bidding prop	2,673.08
Pettigrew & Associates, P. A.	L200656 - ADA Sidewalk desig	6,450.99
Pettigrew & Associates, P. A.	2nd St. ADA Sidewalk CDBG G	4,059.41
Pettigrew & Associates, P. A.	2nd St. ADA Sidewalk CDBG G	36,534.73
Vendor 12075 - Pettigrew & Associates, P. A. Total:		49,718.21
Vendor: 14990 - PLAND COLLABORATIVE		
PLAND COLLABORATIVE	Veterans Memorial Project Gr	1,219.26
PLAND COLLABORATIVE	Phase 2 & 3 Construction Doc	12,116.43
Vendor 14990 - PLAND COLLABORATIVE Total:		13,335.69
Vendor: 12104 - Polydyne Inc.		
Polydyne Inc.	ww polymer	3,167.10
Vendor 12104 - Polydyne Inc. Total:		3,167.10
Vendor: 12133 - Pro-Treat LLC		
Pro-Treat LLC	weed eater line	697.26
Pro-Treat LLC	maintenance on mower unit #	543.17
Vendor 12133 - Pro-Treat LLC Total:		1,240.43
Vendor: 14999 - PVS DX INC		
PVS DX INC	ww chlorine	2,721.48
Vendor 14999 - PVS DX INC Total:		2,721.48
Vendor: 14905 - RENEW CONSTRUCTION LLC		
RENEW CONSTRUCTION LLC	23-H3052 PD Renovation	6,964.00
Vendor 14905 - RENEW CONSTRUCTION LLC Total:		6,964.00
Vendor: 13958 - Resource Wise LLC		
Resource Wise LLC	Fire Hydrant Meter Fittings	3,725.00
Vendor 13958 - Resource Wise LLC Total:		3,725.00
Vendor: 12250 - Roberts Oil & Lube		
Roberts Oil & Lube	Police Roberts Oil May	99.73
Roberts Oil & Lube	Police Roberts Oil May	134.07
Roberts Oil & Lube	Police Roberts Oil May	150.00
Roberts Oil & Lube	Police Roberts Oil May	107.00
Vendor 12250 - Roberts Oil & Lube Total:		490.80
Vendor: 12488 - Staples Advantage		
Staples Advantage	APS- Staples Ink	269.95
Staples Advantage	Finance Department Supplies	105.71
Vendor 12488 - Staples Advantage Total:		375.66

Expense Approval Report

Payment Dates: 5/21/2025 - 6/4/2025

Vendor Name	Description (Item)	Amount
Vendor: 15334 - STATE FARM AUTO		
STATE FARM AUTO	Ambulance-State Farm Reimb	390.00
Vendor 15334 - STATE FARM AUTO Total:		390.00
Vendor: 12544 - SWAT, LLC		
SWAT, LLC	ww Laptop setup	401.25
SWAT, LLC	SC-Microsoft office renewal-F	252.00
SWAT, LLC	SC-Microsoft office renewal-F	252.00
SWAT, LLC	SC-Microsoft office renewal-F	252.00
SWAT, LLC	SC-Microsoft office renewal-F	252.00
Vendor 12544 - SWAT, LLC Total:		1,409.25
Vendor: 12555 - SYSCO West Texas, Inc.		
SYSCO West Texas, Inc.	SC-food for meals/supplies-FF	6.50
SYSCO West Texas, Inc.	SC-food for meals/supplies-FF	307.58
SYSCO West Texas, Inc.	SC-food for meals/supplies-FF	512.64
SYSCO West Texas, Inc.	SC-food for meals/supplies-FF	888.58
Vendor 12555 - SYSCO West Texas, Inc. Total:		1,715.30
Vendor: 12585 - TDS		
TDS	APD - TDS internet shelter	103.90
Vendor 12585 - TDS Total:		103.90
Vendor: 15317 - The Breez Screen, LLC		
The Breez Screen, LLC	Police Privacy Walls B.O.S	1,463.00
Vendor 15317 - The Breez Screen, LLC Total:		1,463.00
Vendor: 12814 - USA Bluebook		
USA Bluebook	scale for lab	132.60
Vendor 12814 - USA Bluebook Total:		132.60
Vendor: 10266 - VISUAL EDGE IT		
VISUAL EDGE IT	Library Xerox cys. May2025 D	62.95
Vendor 10266 - VISUAL EDGE IT Total:		62.95
Vendor: 12902 - W.W. Grainger		
W.W. Grainger	ww Valve key	303.60
Vendor 12902 - W.W. Grainger Total:		303.60
Vendor: 12951 - Western Fire & Safety		
Western Fire & Safety	Police Dept. Fire Extinguisher	861.84
Western Fire & Safety	MVD Annual Fire Extinguisher	68.48
Vendor 12951 - Western Fire & Safety Total:		930.32
Vendor: 12964 - Windstream		
Windstream	WINDSTREAM-PARKS	49.04
Windstream	WINDSTREAM-MUSEUM	49.42
Windstream	WINDSTREAM-WATER	95.26
Windstream	WINDSTREAM-WW	96.54
Vendor 12964 - Windstream Total:		290.26
Vendor: 14833 - ZIA PLUMBING LLC		
ZIA PLUMBING LLC	AVE D PARK SLOAN VALVES FO	1,615.20
Vendor 14833 - ZIA PLUMBING LLC Total:		1,615.20
Grand Total:		285,527.98

Report Summary

Fund Summary

Fund	Payment Amount
101 - General Fund	65,059.05
110 - Motor Vehicle	129.64
116 - Cemetery	2,389.56
219 - Sr Citz Multi Purpose Grant	6,897.67
226 - Facilities - Magistrate Court	594.50
301 - Capital Projects	90,724.76
501 - Water Fund	15,744.15
505 - WasteWater	92,875.82
509 - Ambulance	11,112.83
Grand Total:	285,527.98

Account Summary

Account Number	Account Name	Payment Amount
101-0000-14100	Inventories-Materials &	1,110.32
101-0200-44010	Rep/Maint:Building/Stru	844.71
101-0200-44020	Maintenance:Contracts -	69.60
101-1000-45030	Professional Services - E	500.00
101-1000-46010	Supplies-Office,Field,Edu	35.70
101-1010-45050	County Fees	375.00
101-1010-46010	Supplies-Office,Field,Edu	706.58
101-1010-47080	Printing,Publishing,Adve	1,139.05
101-1210-44010	Rep/Maint:Building/Stru	7,020.40
101-1210-45020	Attorney Fees	4,017.50
101-1210-45100	Software Contract - Fina	4,045.52
101-1210-45900	Other Contractual Servic	4,793.51
101-1210-46010	Supplies-Office,Field,Edu	405.71
101-1220-43030	Transportation gas, oil e	98.11
101-1220-44040	Rep/Maint:Equipment/V	21.40
101-1400-43030	Transportation (Gas,Oil,	1,499.47
101-1400-44040	Rep/Maint:Equipment/V	1,323.26
101-1400-46010	Supplies-Office,Field,Edu	2,070.58
101-1400-47150	Telephone - Parks	49.04
101-1440-47150	Telephone	49.42
101-1620-46010	Supplies-Office,Field,Edu	184.46
101-1620-46915	Library Books - Library	1,182.82
101-1620-47080	Printing,Publishing,Adve	62.95
101-1660-43030	Transportation (Gas,Oil,	1,283.80
101-1660-46010	Supplies-Office,Field,Edu	1,190.17
101-1660-46030	Safety Equipment - Vet/	1,712.88
101-1660-46900	Veterinary Supplies	3,565.67
101-1660-47160	Utilities	103.90
101-1953-43030	Transportation (Gas,Oil,	4,635.94
101-1953-44020	Maintenance:Contracts -	374.52
101-1953-45900	Other Contractual Servi	1,235.66
101-1953-46030	Safety Equipment	2,324.84
101-1953-46040	Uniform/Linen Expense	4,196.88
101-1953-47140	Subscriptons & Dues - P	1,374.73
101-2000-43030	Transportation (Gas,Oil,	366.51
101-2000-44040	Rep/Maint:Equipment/V	24.77
101-2000-47140	Subscriptons & Dues - Fi	2,375.00
101-2160-43030	Transportation (Gas,Oil,	5,060.26
101-2160-44030	Rep/Maint:Grounds/Roa	2,604.00
101-2160-44040	Rep/Maint:Equipment/V	583.00
101-2160-46010	Supplies-Office,Field,Edu	441.41
110-1012-44040	Rep/Maint:Equipment/V	68.48
110-1012-46010	Supplies-Office,Field,Edu	61.16
116-1640-43030	Transportation (Gas,Oil,	1,011.95

Account Summary

Account Number	Account Name	Payment Amount
116-1640-45030	Professional Services - C	1,270.36
116-1640-46010	Supplies-Office,Field,Edu	107.25
219-1610-43030	Transportation (Gas,Oil,	371.76
219-1610-44020	Maintenance:Contracts -	125.69
219-1610-46901	Kitchen Supplies	75.06
219-1610-46902	Raw Food Senior Citizen	5,317.16
219-1610-47140	Subscriptions & Dues	1,008.00
226-2225-44900	Other Maintenance	594.50
301-1953-48071	Police Vehicles	560.00
301-2125-48060	Water Infrastructure	20,146.86
301-2160-48080	Roadways - Street	49,718.21
301-2400-45030	Professional Services - C	20,299.69
501-1210-45900	Other Professional Contr	657.96
501-1210-46010	Supplies-Office, Field, Ed	735.00
501-2125-43030	Transportation (Gas,Oil,	2,069.64
501-2125-44040	Rep/Maint:Equipment/V	252.83
501-2125-44050	Rep/Maint:Meters/Pum	3,725.00
501-2125-44900	Other Maintenance - Wa	5,067.35
501-2125-46010	Supplies-Office,Field,Edu	3,141.11
501-2125-47150	Telephone	95.26
505-1210-45900	Other Contractual Servic	172.88
505-2100-44040	Rep/Maint:Equipment/V	369.71
505-2130-43030	Transportation (Gas,Oil,	1,920.81
505-2130-44020	Maintenance:Contracts -	165.00
505-2130-44040	Rep/Maint:Equipment/V	978.37
505-2130-44050	Rep/Maint:Meters/Pum	52,516.34
505-2130-45030	Professional Services - W	2,446.00
505-2130-45900	Other Contractual Servic	485.08
505-2130-46010	Supplies-Office,Field,Edu	33,725.09
505-2130-47150	Telephone - Waste Wate	96.54
509-2010-43030	Transportation (Gas,Oil,	4,665.38
509-2010-44040	Rep/Maint:Equipment/V	330.50
509-2010-45900	Other Contractual Servic	390.00
509-2010-45940	Billing Company - Fees	1,742.33
509-2010-46010	Supplies-Office,Field,Edu	3,217.62
509-2010-47140	Subscriptions & Dues - A	767.00
Grand Total:		285,527.98

Project Account Summary

Project Account Key	Payment Amount
None	188,465.55
22-G2881	20,146.86
23-H3052-PS	6,964.00
24-ZI044 - CDBG Matching	4,059.41
301216048080	36,534.73
E-2597	13,335.69
FY18CONG	1,249.43
FY18HD	3,353.07
FY18MULTI	1,913.10
FY18TRANS	382.07
L200656 MAP Washington Ave	6,450.99
TPF HW2LP20055	2,673.08
Grand Total:	285,527.98