# CITY OF LOVINGTON REGULAR MEETING OF THE CITY COMMISSION

Monday, June 23, 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 Scott Boldt** 

Pledge of Allegiance and Zia- Commissioner Scott Boldt

**Approval of Agenda** 

**Consideration of Minutes - June 9, 2025** 

#### **COMMISSIONERS AND STAFF REPORT**

#### **PUBLIC COMMENT**

#### NON-ACTION ITEMS

- Discussion of Advertising the Sale of 15 Acres on North 17th-Miranda & Leslie Boldt
- Garden Property Lease Crystal Ball

#### **ACTION ITEMS**

- 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 2025-051 Approval of ICIP 2027-2031
- Resolution 2025-052 Approval of Carroll Petrie Foundation Grant for Animal Control
- Resolution 2025-053 Approval of Installation of Baby Box at Fire Station 2
- Resolution 2025-054 Approval of Lodgers Tax Request- FY 26 -1st Q.
- Resolution 2025-055 Subdivision summary plat approval
- Resolution 2025-056 Approval of Participation in Local Government Road Fund Program Administered by New Mexico Department of Transportation
- Resolution 2025-057 Approval to Dispose of Certain City Property
- Resolution 2025-058 Appointment of Planning & Zoning Members
- 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.

MEETING DATE: 6/23/2025



#### Item Type: Information

SUBJECT:Discussion of Advertising the Sale of 15 Acres on North 17th-Miranda & Leslie BoldtDEPARTMENT:City Managers OfficeSUBMITTED BY:David Miranda & Leslie BoldtDATE SUBMITTED:6/13/2025

## COMPREHENSIVE PLAN IMPLEMENTATION:

## STAFF SUMMARY:

Certain people have shown an interest in purchasing the 15 acres north of Lovington Inn on N. 17th Street.

# FISCAL IMPACT:

unknown

## **RECOMMENDATION:**

#### ATTACHMENTS:

Description Commission Decision Points Type Cover Memo

# **Commission Decision Points**



Background: The City of Lovington owns an undeveloped parcel on 17th Street. Staff recommends issuing an RFP to attract qualified developers to create affordable or mixed-income housing.



Legal Framework: Under NMSA 1978, §3-54-1, the City may sell land without public auction for a public benefit such as affordable housing. A development agreement will ensure compliance, and sale proceeds can support infrastructure or housing initiatives.



RFP Overview: Proposals may include a percentage of units meeting HUD or MFA standards, demonstrate financial capacity, and align with zoning. Evaluation will weigh developer qualifications, design, affordability, community impact, and readiness.



Next Steps: Staff seeks Commission direction on any affordability thresholds, desired community benefits, and sale/lease conditions. If approved, the RFP will be released within 30 days.

# Why Your Input Matters



Setting the affordability range for this project determines who in our community will benefit. By defining a minimum affordability threshold, we ensure the development serves those who need it most—including working families, seniors, and residents on fixed incomes.



Commission input will guide how we balance affordability with development feasibility. Your direction helps align the RFP with community priorities and ensures transparency and accountability in the sale and use of public land.

# 2025 Income Limits for Affordable Housing in Lovington



# Staff Recommendations for RFP

• Set minimum affordability requirement to support working families and seniors. • Include flexibility for developers to propose mixed-income housing with a clear affordability breakdown.

• Require developers to demonstrate experience with affordable housing and local partnerships.

• Prioritize proposals that include community benefits.

# In Closing



Set the minimum affordability threshold.

Provide direction on sale/lease terms and use of proceeds.

2

Set the RFP timeline and milestones.

Lovington

MEETING DATE: 6/23/2025

## Item Type:

SUBJECT:Garden Property Lease - Crystal BallDEPARTMENT:Planning and ZoningSUBMITTED BY:Crystal R Ball, CFM, CZODATE SUBMITTED:6/16/2025

# COMPREHENSIVE PLAN IMPLEMENTATION:

LU 2.0 Support neighborhood initiatives to address concerns and improvements

# STAFF SUMMARY:

Property lease for Garderen with the future option to purchase property. Staff was approached and asked would the City lease a property for her to operate a garden and fresh market, with the option to purchase the property in future if the fresh market is profitable. This lady will grow fresh produce in small hoop covered beds all year around and have a small building (portable shed) on site to use as a market area. Staff is wanting Commissions thoughts on this, possible properties are the 600 block of N Chaves (lots 7-12 almost 1 acre) or a portion of the lot on E Jefferson Ave over by the Martin Luther King Park this lot is little over 3 acres but only a little over 2 & 1/4 acres are usable space. She is wanting a place that would allow the grow and sale of the produce and she would need the property to have access to water.

Produce that did not sell would be donated to the local food bank

# FISCAL IMPACT:

Lease income

# **RECOMMENDATION:**

Would commission consider this and what would you lease the property for? This would have to go out in an RFP would you want the RFP to be specific for this use and lease agreement of a copy of our standard lease agreement like we have with the properties in the industrial zone?

# ATTACHMENTS:

Description area to consider lease small hoop beds/covered beds example Type Cover Memo Cover Memo





MEETING DATE: 6/23/2025



#### Item Type: Resolution

SUBJECT:Resolution 2025-048 - Approve PSA Between City of Lovington and Lovington<br/>MainstreetDEPARTMENT:City Managers OfficeSUBMITTED BY:David Miranda

DATE SUBMITTED: 6/12/2025

# COMPREHENSIVE PLAN IMPLEMENTATION:

#### STAFF SUMMARY:

Approval FY 2026 Professional Services Agreement between the City of Lovington and Lovington MainStreet

## FISCAL IMPACT:

# RECOMMENDATION:

approve

# ATTACHMENTS:

#### Description

Main Street Contract - FY26 Res 2025-048-COL & Lovington MainStreet Type Cover Memo Cover Memo

#### PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into effective the 1<sup>st</sup> 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/ Lodgers' 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 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 1<sup>st</sup> 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 Lodgers' 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.) upon request 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 15.3.
- 1.3 LMS agrees to receive, expend, ad 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 Lodgers' 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 1<sup>st</sup> day of July 2025, and shall continue until June 30, 2026, with an option to renew, at the discretion of the City or LMS.

#### 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 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 and the Lea Theatre Grant for FY25-26.in conjunction with the City as Fiscal Agent, and provide reports as to progress as required by the grantor.
- 3.3.7 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.
- 3.3.8 LMS will develop and update a consistent promotion and marketing program for the Lovington MainStreet District and beneficial to downtown businesses and the City of Lovington.
- 3.3.9 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.
- 3.3.10 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.
- 3.3.11 LMS will develop and maintain a website that will promote the downtown district and MainStreet program.
- 3.3.12 LMS will develop and maintain an email list to assist with delivery of information released by the City and its departments, local civic groups,

and LMS members.

- 3.3.13 LMS shall, within the framework of adopted Economic Transformation Strategies, will strive to coordinate and oversee the implementation of the promotional events in partnership with Lea 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:
- 3.3.13 A. Smokin' on the Plaza

B. One additional event that promotes tourism to Lovington. The event must include a free activity or entertainment for the community.

- 3.3.14 LMS shall conduct two (2) business development, improvement, shop local campaigns, or retention workshops/meetings for existing, expanding, or new downtown district businesses.
- 3.3.15 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 in a timely manner and with the coordination of the City of Lovington's Park and Rec. Dept. Any changes, such as plant relocation, furniture placement, etc. will require City approval prior to execution. The City will provide some supplies, such as trash bags, as required to maintain these areas.
- 3.3.16 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.
- 3.3.17 LMS will assist in implementing the Downtown Master Plan/MRA.
- 3.3.18 Other services, as determined by LMS and the City of Lovington to be in the best interest of the City.
- 3.3.19 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 the 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:

- 3.4.13 Office space located at 201 S. Main Street, Lovington, New Mexico.
- 3.4.14 Provide utilities, defined as sewer, water, electric, and internet for 201 S. Main Street, Lovington, NM.
- 3.4.15 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).
- 3.4.16 The City of Lovington Street Department will strive to aid with Street Closures for Smokin' on the Plaza and additional events, and they will also provide barricades and sandbags as needed. LMS will work and coordinate with the Lovington Police Department, to develop a plan for the safety and security of the patrons. The City of Lovington will provide policing services for Smokin' on the Plaza.
- 3.4.17 The City of Lovington will provide storage in the kitchen area only during the occurrence of Smokin' on the Plaza at the Lea County Museum Lister Building complex, 114 E. Central, Lovington, NM 88260, and Lovington Mainstreet will be responsible for the security and safety of the museum buildings.
- 3.5 Both parties will agree to additional services by the City to be requested by the City in writing within a reasonably established timeframe.
- 3.6 Any additional funding for agreed-upon services will require amendment to this agreement as provided for in Section 4.0.

#### 4 <u>AMENDMENTS</u>

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

#### 5 <u>ASSIGNMENT</u>

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 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 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 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 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 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 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 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 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 **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 <u>RECORD KEEPING</u>

15.3 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.

15.4 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, also including detailed documentation on all scope of services as outlined in 3.0. 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 <u>SUBCONTRACTING</u>

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 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 <u>SEVERABILITY</u>

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 <u>NOTICES</u>

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 201 S. Main Lovington, NM 88260

#### 19 <u>REMEDIES</u>

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 TERMINATION

- 20.3 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).
- 20.4 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.
- 20.5 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 <u>WAIVER</u>

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 <u>RELEASE</u>

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 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 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**

Ву:\_\_\_\_\_ Howard Roberts, Mayor

#### LOVINGTON MAINSTREET

By: \_\_\_\_\_ Chuck Johnson, President

ATTEST: Lovington City Clerk

Ву:\_\_\_\_\_

ATTEST: Board Secretary

Ву:\_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_

Ву:\_\_\_\_\_

Lovington City Attorney

#### 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 23rd DAY OF JUNE, 2025 at

City of Lovington New Mexico

Howard D. Roberts, Mayor

ATTEST:

Shannon Lester, City Clerk

MEETING DATE: 6/23/2025



#### Item Type: Resolution

SUBJECT:Resolution 2025-049 - Approve PSA Between City of Lovington and Lea County<br/>MuseumDEPARTMENT:City Managers OfficeSUBMITTED BY:David Miranda

DATE SUBMITTED: 6/12/2025

# COMPREHENSIVE PLAN IMPLEMENTATION:

#### STAFF SUMMARY:

Approval of Professional Services Agreement for 2025-2026 with the City of Lovington and the Lea County Museum.

### FISCAL IMPACT:

\$25,000 taken from Lodgers Tax Funds

#### **RECOMMENDATION:**

approve

#### ATTACHMENTS:

Description Res 2025-049-PSA COL & Museum Type 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 23rd DAY OF JUNE, 2025 at

City of Lovington New Mexico

Howard D. Roberts, Mayor

ATTEST:

Shannon Lester, City Clerk

MEETING DATE: 6/23/2025



#### Item Type: Resolution

SUBJECT:Resolution 2025-051 - Approval of ICIP 2027-2031DEPARTMENT:City Managers OfficeSUBMITTED BY:Leslie BoldtDATE SUBMITTED:6/12/2025

# COMPREHENSIVE PLAN IMPLEMENTATION:

#### STAFF SUMMARY:

ICIP List ranked in order of importance must be approved every year and sent to the New Mexico Dept. of Finance. This is the new ICIP list for 2025-2031.

# FISCAL IMPACT:

none

#### **RECOMMENDATION:**

approve

# ATTACHMENTS:

#### Description

Res 2025-051 - Approval of ICIP 2027-2031 ICIP List - 2027-2031 Type Cover Memo Cover Memo

## RESOLUTION OF THE CITY OF LOVINGTON LEA COUNTY, NEW MEXICO RESOLUTION NO. 2025-051

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

Resolution No. 2025-051

#### A RESOLUTION ADOPTING THE FY 2027-2031 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP)

- WHEREAS, the <u>City of Lovington</u> of <u>Lea County</u> recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and
- WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and
- WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and
- WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

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

- 1. The county/municipality/tribal government/special district has adopted the attached FY 2027-2031 Infrastructure Capital Improvement Plan, and
- 2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
- 3. This Resolution supersedes Resolution No. <u>2024-070</u>

PASSED, APPROVED and ADOPTED by the governing body at its meeting of <u>June 23</u>, 2025

Howard D. Roberts, Mayor

ATTEST:

Shannon Lester, City Clerk



# City of Lovington

# Updated ICIP 2027–2031 Project Ranking

This revised project ranking reflects input from the Commission and replaces the prior recommended list.

Rank	Project Title	Category	Proposed FY	Funded To Date	Unfunded Balance	Phase Ready?	Commissioner Suggested Rank
001	Waste Water Treatment Plant Upgrades	Water – Wastewater	2027	\$1,734,000	\$1,071,819	Yes	
002	WWTP SRT Solar Dryer	Water – Wastewater	2027	\$0	\$1,500,000	Yes	
003	City Court & Services Bldg. Security & Upgrades (Denton Bldg.)	Facilities – Administrative	2027	\$0	\$600,000	Yes	
004	Chaparral Park Renovation & Sprinkler Replacement	Facilities – Recreation	2027	\$0	\$500,000	Yes	
005	Sidewalk Improv. Historic Downtown	Transportation – Pedestrian	2027– 2029	\$455,000	\$817,215	Yes	
006	Street Sweeper	Equipment – Other	2027	\$0	\$475,000	Yes	
007	Rebuild Lift Stations #3 and #5	Water – Wastewater	2027	\$0	\$700,000	Yes	
008	Water System Expansion Planning	Water – Wastewater	2027	\$125,000	\$325,000	Yes	
009	Multi-Use Trail – Park to Plaza	Transportation – Pedestrian	2027– 2030	\$98,700	\$888,300	Yes	
010	N. Love Sewer Lift Station & RV Dump	Water – Wastewater	2027	\$500,000	\$525,000	Yes	
011	City-wide Street Rehabilitation	Transportation – Roads	2027	\$0	\$650,000	Yes	
012	Reconstruct Central Ave – Main to 9th	Transportation – Roads	2027	\$0	\$1,051,475	Yes	
013	Reconstruct Adams St – Main to Love	Transportation – Roads		\$0	\$107,450	Yes	
014	Early Childhood Center	Facilities – Education	2028	\$0	\$3,000,000	No	
015	Brush Truck	Vehicles – Public Safety	2029	\$0	\$300,000	No	
016	Lea Theatre Rehabilitation	Facilities – Cultural	2027	\$920,000	\$0	No	
017	Animal Services Facility	Facilities – Other	2027	\$875,000	\$21,805,468	Yes	

MEETING DATE: 6/23/2025



#### Item Type:

SUBJECT:Resolution 2025-052 - Approval of Carroll Petrie Foundation Grant for Animal ControlDEPARTMENT:City Managers OfficeSUBMITTED BY:Laura BrockDATE SUBMITTED:6/12/2025

## COMPREHENSIVE PLAN IMPLEMENTATION:

#### STAFF SUMMARY:

This funds from this grant are to be used for emergency veterinary services, animal transport services and reclaim fees for owned animals

# FISCAL IMPACT:

\$35,000.00

#### RECOMMENDATION:

Approve

# ATTACHMENTS:

Description Res 2025-052 - Carroll Petrie Foundation Animal Control Type Cover Memo

### **RESOLUTION OF THE CITY OF LOVINGTON**

### LEA COUNTY, NEW MEXICO

### **RESOLUTION 2025-052**

**WHEREAS,** the City of Lovington Animal Shelter located at 3633 S. Main has programs in place, and,

**WHEREAS** Carroll Petrie Foundation wishes to grant \$35,000 to be used exclusively for emergency veterinary services, animal transport services, and reclaim fees for owned animals, and,

**WHEREAS,** the City of Lovington Animal Shelter has a viable need for these monies and will spend them in an appropriate manner as desired by the Carroll Petrie Foundation.

**NOW, THEREFORE, BE IT BY RESOLUTION BY THE GOVERNING BODY OF THE CITY OF LOVINGTON,** that the mayor be and hereby is authorized and directed to accept these funds from Carroll Petrie Foundation.

DONE THIS 23RD DAY OF JUNE 2025 AT

**CITY OF LOVINGTON** 

Howard D. Roberts, Mayor

ATTEST:

Shannon Lester, City Clerk

MEETING DATE: 6/23/2025



#### Item Type: Resolution

SUBJECT:Resolution 2025-053 - Approval of Installation of Baby Box at Fire Station 2DEPARTMENT:City Managers OfficeSUBMITTED BY:David MirandaDATE SUBMITTED:6/12/2025

# COMPREHENSIVE PLAN IMPLEMENTATION:

#### STAFF SUMMARY:

The "Baby Box" was started a few years ago to be a safe place for parents to give up a new born baby they feel incapable of taking care of. The baby must be younger than 6 months old.

### FISCAL IMPACT:

\$20,000 will be paid with State and County funds and \$5,000 will be paid with City general fund. \$500.00 per year thereafter

#### **RECOMMENDATION:**

approve

#### ATTACHMENTS:

#### Description

Lovington Baby Box Documents Res 2025-053 - Approve Baby Box Installation Type Cover Memo Cover Memo



Go to Previous Versions of this Section ♥

# 2024 New Mexico Statutes Chapter 24 - Health and Safety Article 22 - Safe Haven for Infants Section 24-22-8 - Immunity.

Universal Citation: NM Stat § 24-22-8 (2024)

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A safe haven site and its staff are immune from criminal liability and civil liability for accepting an infant in compliance with the provisions of the Safe Haven for Infants Act but not for subsequent negligent medical care or treatment of the infant.

History: Laws 2001, ch. 31, § 8 and Laws 2001, ch. 132, § 8; 2013, ch. 20, § 7.

#### ANNOTATIONS

**The 2013 amendment**, effective June 14, 2013, changed terminology to conform to changes in terminology in the act; and at the beginning of the sentence, after "A", deleted "hospital" and inserted "safe haven site".

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#### HOUSE BILL 327

INVULI

# 56TH LEGISLATURE - STATE OF NEW MEXICO - FIRST SESSION, 2023 INTRODUCED BY

Stefani Lord

#### AN ACT

RELATING TO CHILDREN; ALLOWING PERSONS TO LEAVE INFANTS WITH FIRST RESPONDERS IN SAFETY DEVICES FOR THE SURRENDER OF INFANTS, UNDER CERTAIN CONDITIONS, WITHOUT CRIMINAL PROSECUTION FOR ABANDONMENT OR ABUSE OF A CHILD; ALLOWING THE INSTALLATION AND OPERATION OF SAFETY DEVICES FOR THE SURRENDER OF INFANTS; PROVIDING REQUIREMENTS FOR INSTALLATION, OPERATION, MONITORING AND INSPECTION OF THOSE DEVICES; PROVIDING LIMITED IMMUNITY FOR OPERATORS OF THOSE DEVICES; REQUIRING THE CHILDREN, YOUTH AND FAMILIES DEPARTMENT TO ISSUE RULES TO IMPLEMENT THE PROVISIONS OF THE SAFE HAVEN FOR INFANTS ACT; MAKING AN APPROPRIATION.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

SECTION 1. Section 24-22-1.1 NMSA 1978 (being Laws 2005, Chapter 26, Section 2, as amended) is amended to read:

"24-22-1.1. PURPOSE.--The purpose of the Safe Haven for Infants Act is to promote the safety of infants and to immunize a parent from criminal prosecution for leaving an infant [ninety days of age or less, at] with a first responder, the <u>staff of</u> a safe haven site [this] or inside a surrender safety device pursuant to the requirements of that act. The Safe Haven for Infants Act is not intended to abridge the rights or obligations created by the [federal Indian Child Welfare Act of 1978] Indian Family Protection Act or the rights of parents."

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SECTION 2. Section 24-22-2 NMSA 1978 (being Laws 2001, Chapter 31, Section 2 and Laws 2001, Chapter 132, Section 2, as amended) is amended to read:

"24-22-2. DEFINITIONS.--As used in the Safe Haven for Infants Act:

A. "department" means the children, youth and families department;

 $[A_{\tau}]$  <u>B.</u> "fire station" means a fire station that is certified by the state fire marshal's office;

C. "first responder" means a public safety employee whose duties include responding rapidly to an emergency and who is:

(1) a law enforcement officer;

(2) a firefighter or certified volunteer firefighter; and

<u>(3) an emergency medical services provider;</u>

[B.] D. "hospital" means an acute care general hospital or health care clinic licensed by the state;

[<del>C.</del>] <u>E.</u> "Indian child" means an Indian child as defined by the [federal Indian Child Welfare Act of 1978] Indian Family Protection Act;

 $[D_{\tau}]$  <u>F.</u> "infant" means a child no more than ninety days old, as determined within a reasonable degree of medical certainty;

[E.] G. "law enforcement agency" means a law enforcement agency of the state or a political subdivision of the state;

[<del>F.</del>] <u>H.</u> "safe haven site" means a hospital, law enforcement agency or fire station that has staff on site at the time an infant is left at such a site; [<del>and</del>

G.] I. "staff" means an employee, contractor, agent or volunteer performing services as required and on behalf of the safe haven site; and

J. "surrender safety device" means an environmentally controlled incubator device that is:

(1) designed to keep an infant in a secure and safe environment with sufficient oxygen and at a comfortable temperature for a period of at least three hours; UTITES, I.ME MIN

(2) capable of being attached to a building in a manner that

allows a person to access an infant within the device from inside the building;

(3) equipped with a transparent door through which an infant is visible and may be retrieved by a person from inside the building; and

(4) equipped with a safety alarm to immediately notify the operator of the device that an infant is secured within the device."

SECTION 3. Section 24-22-3 NMSA 1978 (being Laws 2001, Chapter 31, Section 3 and Laws 2001, Chapter 132, Section 3, as amended) is amended to read:

"24-22-3. LEAVING AN INFANT WITH A FIRST RESPONDER OR THE STAFF OF A SAFE HAVEN SITE.--

A. A person may leave an infant with the staff of a safe haven site or with a first responder at a location other than a safe haven site without being subject to criminal prosecution for abandonment or abuse [if the infant was born within ninety days of being left at the safe haven site, as determined within a reasonable degree of medical certainty, and] if the infant is left in a condition that would not constitute abandonment or abuse of a child pursuant to Section 30-6-1 NMSA 1978.

B. A safe haven site <u>or a first responder</u> may ask the person leaving the infant <u>pursuant to this section</u> for the name of the infant's biological father or biological mother, the infant's name and the infant's medical history, but the person leaving the infant is not required to provide that information to the safe haven site.

[C. The safe haven site is deemed to have received consent for medical services provided to an infant left at a safe haven site in accordance with the provisions of the Safe Haven for Infants Act or in accordance with procedures developed between the children, youth and families department and the safe haven site.]"

SECTION 4. A new section of the Safe Haven for Infants Act is enacted to read:

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"[NEW MATERIAL] TRANSFER OF INFANT AT AGREED LOCATION.--

A. A person may leave an infant with a first responder at a location other than a safe haven site, arranged before the transfer of infant to state custody.

B. Upon notice that a person plans to surrender a child to emergency medical services at a location other than a safe haven site, the first responder shall meet at the arranged location and shall accept the infant in accordance with the provisions of the Safe Haven for Infants Act.

C. Upon receiving an infant who is left with a first responder at an arranged site in accordance with the provisions of the Safe Haven for Infants Act, the first responder may provide the person leaving the infant, to the extent practicable, with:

(1) information about adoption services, including the availability of private adoption services;

(2) brochures or telephone numbers for agencies that provide adoption services or counseling services; and

(3) written information regarding whom to contact at the department if the parent decides to seek reunification with the infant.

D. A first responder shall ask a person leaving an infant at an arranged site whether the infant has a parent who is either a member of an Indian tribe or is eligible for membership in an Indian tribe, but the person leaving the infant is not required to provide that information to the safe haven site.

E. Immediately after receiving an infant in accordance with the provisions of the Safe Haven for Infants Act, a first responder shall inform the department that the infant has been left at an arranged site and transport the infant to a safe haven site. The safe haven https://www.nmlegis.gov/Sessions/23 Regular/bills/house/HB0327.HTML 4/12

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site shall provide the department with all available information regarding the infant and the parents, including the identity of the infant and the parents, the location of the parents and the infant's medical records."

SECTION 5. A new section of the Safe Haven for Infants Act is enacted to read:

"[<u>NEW MATERIAL</u>] LEAVING AN INFANT IN A SURRENDER SAFETY DEVICE.--On or after July 1, 2023, a person may leave an infant inside a surrender safety device without being subject to criminal prosecution for abandonment or abuse of a child if:

A. the surrender safety device is:

(1) located on the property and attached as a fixture to a safe haven site;

(2) conspicuously marked as a safe surrender location pursuant to rules issued by the department; and

(3) not otherwise marked as unsafe for use;

B. the person properly secures the infant inside the surrender safety device pursuant to instructions provided at the site of the surrender safety device; and

C. the infant is left in a condition that would not constitute abandonment or abuse of a child pursuant to Section 30-6-1 NMSA 1978."

SECTION 6. Section 24-22-4 NMSA 1978 (being Laws 2001, Chapter 31, Section 4 and Laws 2001, Chapter 132, Section 4, as amended) is amended to read:

"24-22-4. SAFE HAVEN SITE PROCEDURES.--

A. A safe haven site shall accept an infant who is left at [the] <u>a</u> safe haven site <u>or delivered to the site by a first responder</u> in accordance with the provisions of the Safe Haven for Infants Act.

B. In conjunction with the [children, youth and families] department, a safe haven site shall develop procedures for appropriate staff to accept and

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provide necessary medical services to an infant left at the safe haven site and to the person leaving the infant at the safe haven site, if necessary.

C. Upon receiving an infant who is left at a safe haven site in accordance with the provisions of the Safe Haven for Infants Act, the safe haven site may provide the person leaving the infant, <u>to the extent practicable</u>, with:

(1) information about adoption services, including the availability of private adoption services;

(2) brochures or telephone numbers for agencies that provide adoption services or counseling services; and

(3) written information regarding whom to contact at the [children, youth and families] department if the parent decides to seek reunification with the infant.

D. A safe haven site shall ask [the] <u>a</u> person leaving [the] <u>an</u> infant with the staff of a safe haven site pursuant to Section 24-22-3 NMSA 1978 whether the infant has a parent who is either a member of an Indian tribe or is eligible for membership in an Indian tribe, but the person leaving the infant is not required to provide that information to the safe haven site.

E. Immediately after receiving an infant in accordance with the provisions of the Safe Haven for Infants Act, a safe haven site shall inform the [children, youth and families] department that the infant has been left at the safe haven site. The safe haven site shall provide the [children, youth and families] department with all available information regarding the [child] infant and the parents, including the identity of the [child] infant and the parents, the location of the parents and the [child's] infant's medical records."

SECTION 7. A new section of the Safe Haven for Infants Act is enacted to read:

"[<u>NEW MATERIAL</u>] CONSENT FOR MEDICAL SERVICES.--A safe haven site or a first responder is deemed to have received consent for medical services provided to an infant left at a safe haven site in accordance with the provisions of the Safe

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Haven for Infants Act or in accordance with the procedures developed between the department and the safe haven site."

SECTION 8. Section 24-22-5 NMSA 1978 (being Laws 2001, Chapter 31, Section 5 and Laws 2001, Chapter 132, Section 5, as amended) is amended to read:

"24-22-5. RESPONSIBILITIES OF THE [CHILDREN, YOUTH AND FAMILIES] DEPARTMENT.-

A. The [children, youth and families] department shall be deemed to have emergency custody of an infant who has been left at a safe haven site <u>or delivered</u> to a safe haven site by a first responder according to the provisions of the Safe Haven for Infants Act.

B. Upon receiving a report of an infant left at a safe haven site pursuant to the provisions of the Safe Haven for Infants Act, the [<del>children, youth</del> <del>and families</del>] department shall immediately conduct an investigation, pursuant to the provisions of the Abuse and Neglect Act.

C. When an infant is taken into custody by the [children, youth and families] department, the department shall make reasonable efforts to determine whether the infant is an Indian child. If the infant is an Indian child:

(1) the child's tribe shall be notified as required by Section 32A-1-14 NMSA 1978 and the [federal Indian Child Welfare Act of 1978] Indian Family Protection Act; and

(2) pre-adoptive placement and adoptive placement of the Indian child shall be in accordance with the provisions of [Section 32A-5-5 NMSA 1978] the Indian Family Protection Act regarding Indian child placement preferences.

D. The [children, youth and families] department, in collaboration with the public education department, shall perform public outreach functions necessary to educate the public about the Safe Haven for Infants Act, including developing literature about that act and the locations of surrender safety devices and distributing it to safe haven sites.

E. An infant left at a safe haven site <u>or delivered to a safe haven site</u> by a first responder in accordance with the provisions of the Safe Haven for

Infants Act shall presumptively be deemed eligible and enrolled for medicaid benefits and services."

SECTION 9. A new section of the Safe Haven for Infants Act is enacted to read:

"[NEW MATERIAL] REQUIREMENTS FOR LOCATION AND MONITORING OF A SURRENDER
SAFETY DEVICE.--

A. On or after July 1, 2023, an operator of a safe haven site may install a surrender safety device on the property of and as a fixture attached to the safe haven site.

B. An operator of a safe haven site that installs a surrender safety device shall:

(1) attach the surrender safety device as a fixture to a safe

haven site:

(a) that is, without exception, staffed by a medical services provider seven days each week and twenty-four hours each day; and

(b) in a manner that permits staff from inside the safe haven

site to view and retrieve through a transparent door an infant located within the surrender safety device;

(2) locate the surrender safety device in an area that is at all times conspicuous and visible to staff working within the safe haven site;

(3) regularly monitor the surrender safety device by visually and physically checking the device at regular intervals pursuant to rules issued by the department;

(4) keep instructions posted on or near the surrender safety device for use of the surrender safety device in a form and manner prescribed by the department and including instructions for securing an infant in the surrender safety device and engaging a security alarm on the device; and

(5) keep a warning posted conspicuously on or near the surrender safety device that provides information required pursuant to rules issued by the

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department and indicates that a child over the age of ninety days shall not be placed in the surrender safety device."

SECTION 10. A new section of the Safe Haven for Infants Act is enacted to read:

"[<u>NEW MATERIAL</u>] REQUIREMENTS FOR INSTALLATION, INSPECTION AND MONITORING OF A SURRENDER SAFETY DEVICE.--

A. Prior to the operation of a surrender safety device, the operator of a safe haven site shall obtain for that surrender safety device a safe surrender location designation by the department pursuant to Subsection C of this section.

B. At least forty days before installation or repair of a surrender safety device at a safe haven site, the operator of the safe haven site shall deliver written notice to the department of the date of the planned installation or repair. The department shall deliver written confirmation of receipt of that notice to the safe haven site within five days and inform the operator that the department will inspect the surrender safety device on the date of installation or repair.

C. The department shall inspect each surrender safety device on the date of installation or repair and after receipt of a notice from the operator of a safe haven site pursuant to Subsection B of this section. During the inspection, the department shall determine if the installed surrender safety device constitutes a safe surrender location pursuant to rules issued by the department. If the department determines that a surrender safety device is a safe surrender location, the department shall affix to the surrender safety device a decal that conspicuously designates the surrender safety device as a safe surrender location and the date of that designation. To designate a surrender safety device as a safe surrender location, the department shall find that:

(1) the surrender safety device:

(a) adequately provides for the safety of an infant if the infant is properly secured within the device for a period of at least three hours;

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(b) is equipped with a transparent door through which an infant is visible and may be retrieved by staff from inside of the safe haven site;

(c) is attached as a fixture to a safe haven site that is, without exception, staffed by a medical services provider on a basis of seven days each week and twenty-four hours each day;

(d) is located in an area that is at all times conspicuous,visible and accessible to staff working within the safe haven site from inside ofthe safe haven site;

(e) contains a functional safety alarm to adequately alert a person inside a safe haven site of the presence of an infant within the surrender safety device; and

(f) meets any additional requirements provided pursuant to rules issued by the department;

(2) instructions for use of the surrender safety device are affixed to it in a form and manner prescribed by the department; and

(3) a warning is posted conspicuously on or near the surrender safety device that provides any information required by rules issued by the department and indicates that a child over the age of ninety days shall not be placed in the surrender safety device.

D. If the department determines that a surrender safety device is not a safe surrender location, it shall immediately inform the operator of the safe haven site of that determination, securely seal the surrender safety device from use and conspicuously mark "UNSAFE--DO NOT USE" on the surrender safety device. The operator of the safe haven site upon which the surrender safety device is located shall maintain the seal and markings made by the department until any defects are corrected to the satisfaction of the department.

E. The department shall inspect each surrender safety device on a monthly basis to determine whether the surrender safety device meets the

#### HB0327

requirements of a safe surrender location as provided pursuant to Subsection C of this section.

F. An operator of a safe haven site upon which a surrender safety device is located shall test the functionality of the surrender safety device in regular intervals pursuant to rules issued by the department. If the operator knows or reasonably should know that the surrender safety device is not functional, the operator shall securely seal the surrender safety device from use and conspicuously mark "UNSAFE--DO NOT USE" on the surrender safety device until any defects are corrected and the department has subsequently inspected the device and determined that the surrender safety device is a safe surrender location."

SECTION 11. Section 24-22-8 NMSA 1978 (being Laws 2001, Chapter 31, Section 8 and Laws 2001, Chapter 132, Section 8, as amended) is amended to read:

"24-22-8. IMMUNITY.--A safe haven site and its staff are immune from criminal liability and civil liability for accepting an infant or installing, operating or maintaining a surrender safety device in compliance with the provisions of the Safe Haven for Infants Act but not for subsequent negligent medical care or treatment of the infant."

SECTION 12. A new section of the Safe Haven for Infants Act is enacted to read:

"[NEW MATERIAL] RULEMAKING.--The department shall issue rules to implement the provisions of the Safe Haven for Infants Act, including rules for the determination of whether a surrender safety device constitutes a safe surrender location and for the operation, monitoring and inspection of a surrender safety device."

SECTION 13. APPROPRIATION.--Seventy thousand dollars (\$70,000) is appropriated from the general fund to the children, youth and families department for expenditure in fiscal years 2024 through 2026 to educate the public about the location of safe haven sites within each county. Any unexpended or unencumbered balance remaining at the end of fiscal year 2026 shall revert to the general fund.

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SECTION 14. EFFECTIVE DATE.--The effective date of the provisions of this act is July 1, 2023.

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# 2024 New Mexico Statutes Chapter 24 - Health and Safety Article 22 - Safe Haven for Infants Section 24-22-5 - Responsibilities of the children, youth and families department.

# **Universal Citation:**

NM Stat § 24-22-5 (2024) 🔵

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A. The children, youth and families department shall be deemed to have emergency custody of an infant who has been left at a safe haven site according to the provisions of the Safe Haven for Infants Act.

B. Upon receiving a report of an infant left at a safe haven site pursuant to the provisions of the Safe Haven for Infants Act, the children, youth and families department shall immediately conduct an investigation, pursuant to the provisions of the Abuse and Neglect Act [Chapter 32A, Article 4 NMSA 1978].

C. When an infant is taken into custody by the children, youth and families department, the department shall make reasonable efforts to determine whether the infant is an Indian child. If the infant is an Indian child:

(1) the child's tribe shall be notified as required by Section 32A-1-14 NMSA 1978 and the federal Indian Child Welfare Act of 1978; and

(2) pre-adoptive placement and adoptive placement of the Indian child shall be in accordance with the provisions of Section 32A-5-5 NMSA 1978 regarding Indian child placement preferences.

D. The children, youth and families department shall perform public outreach functions necessary to educate the public about the Safe Haven for Infants Act, including developing literature about that act and distributing it to safe haven sites.

E. An infant left at a safe haven site in accordance with the provisions of the Safe Haven for Infants Act shall presumptively be deemed eligible and enrolled for medicaid benefits and services.

History: Laws 2001, ch. 31, § 5; 2001, ch. 132, § 5; 2005, ch. 26, § 6; 2013, ch. 20, § 5.

## ANNOTATIONS

**Cross references.** — For the federal Indian Child Welfare Act of 1978, *see* 25 U.S.C. § 1901, et seq.

**The 2013 amendment,** effective June 14, 2013, changed terminology to conform to changes in terminology in the act; and in Subsections A, B, D and E, deleted "hospital" and inserted "safe haven site".

**The 2005 amendment,** effective June 17, 2005, provided that if the infant is an Indian child, the child's tribe shall be notified as required by 32A-1-14 NMSA 1978 and the federal Indian Child Welfare Act of 1978.

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# EXHIBIT A

# SAFE HAVEN BABY BOXES, INC. POLICIES AND PROCEDURES

# I. Purpose:

A. Safe Haven Baby Boxes, Inc.'s product is the Baby Box. A Baby Box is a safety device that permits a parent in crisis to safely, securely, and anonymously surrender his or her newborn. A Baby Box is installed in an exterior wall of a designated fire station or hospital. It has an exterior door that automatically locks upon placement of a newborn inside the Baby Box and an interior door which allows a medical staff member to secure the surrendered newborn from inside the designated building.

## II. Policies:

- A. A Provider is a hospital or site, such as a fire department, staffed by an emergency services provider on a twenty-four (24) hour, seven (7) day a week basis and provides a legal location and maintenance for a Safe Haven Baby Box where a newborn may be dropped off by a person who wishes to relinquish custody under the Safe Haven Law of the applicable jurisdiction.
- B. The Baby Box is designed with three independent alarms and is activated:
  - 1. When the door is accessed from the outside.
  - 2. When the newborn is placed in the box and activates the motion sensor.
  - 3. When electrical failure occurs to the Baby Box.

## III. Generic procedures when the Baby Box is Activated:

- A. Emergency Personnel, including, Firefighters, Police Officers, EMT's, and Paramedics must perform the act of retrieving a newborn and taking said newborn into custody when he or she is voluntarily placed in a Box and the parent does not express an intent to return for the newborn.
- B. Emergency Personnel who take custody of a newborn shall perform any act necessary to protect the child's health and safety.
- C. Emergency Personnel must respond every time an alarm is activated at the Baby Box to verify whether a newborn has been dropped off.
- D. Emergency personnel may access the Baby Box on the inside of the Provider's building. An alarm is activated to signal 911 when the door is opened and the newborn may be inside the door area on the prepared bed area.
- E. Newborns will be evaluated by medical personnel at the location and immediately transported to the closest hospital for further evaluation. The

evaluation at the hospital will include screenings and examinations by physicians as necessary.

- F. EMS transporting newborn to hospital will notify the hospital personnel that this was a Safe Haven Baby Box newborn surrendered under the current Safe Haven Law.
- G. The hospital supervisor will notify the appropriate state agency and have a social services consult order placed.

# IV. Additional Procedures for designated Providers:

- A. All Baby Boxes must be leased from Safe Haven Baby Box, Inc. and may not be re-sold. All Baby Boxes shall remain the property of Safe Haven Baby Box, Inc. throughout each and every Term of any Agreement between Provider and Safe Haven Baby Box, Inc.
- B. To support the education of, and to avoid confusion in the market, the Baby Box may not be rebranded or called anything but a "Safe Haven Baby Box", a "Baby Box", or referred to as a "Box".
- C. Each Provider will maintain uniform signage purchased from Safe Haven Baby Boxes, Inc. at its own expense. Any additional signage must have prior approval from Safe Haven Baby Boxes, Inc.
- D. The Baby Box will be delivered in accordance the following:
  - i Initial fee has been paid to Safe Haven Baby Boxes.
  - ii The Provider location is able to agree to install, test, train personnel, and schedule the unveiling / blessing within sixty (60) days of receipt of the Baby Box.
  - iii Provider understands delivery of the Baby Box will be scheduled 4 to 6 weeks after payment is received and with mutual agreement of the installation and unveiling / blessing dates.
- E. The Baby Box will not be announced to the public or otherwise discussed with third parties or go "live" prior to the official unveiling/blessing of the Baby Box, which will be agreed upon prior to "going live".
- F. The "Go Live" date will be determined <u>after</u> the following:
  - i Installation is completed and the alarm system is ready for testing.
  - ii Seven consecutive days of successful alarm testing is completed.
  - iii Training of staff is completed.
  - iv Final Inspection is completed.
- G. Each Provider must maintain security monitoring at its own expense and may <u>not</u> turn off security monitoring without giving Safe Haven Baby Boxes, Inc. sixty (60) days' notice.
  - i If a Provider has the service discontinued without Safe Haven Baby Boxes, Inc.'s knowledge, the location is subject to liability.
  - ii Pending notice or drop of security monitoring, Safe Haven Baby Box, Inc. will uninstall the non-conforming location.

- H. Each Provider will provide medical information and a copy of parents' rights located in a bag inside the Baby Box. The bag is to be placed on the medical bassinet and leaning against the outside door.
- I. Each Provider must test the security/alarm system on the Baby Box at least once a week. Provider must keep a log or record of tests and submit the log or record to Safe Haven Baby Boxes, Inc. quarterly and upon the demand of Safe Haven Baby Box, Inc. The log or record shall list at least the name of the persons testing the Baby Box, the date tested, and the result of the test.
- J. Provider will ensure that no video monitoring will occur around the part of the building containing or facing the Baby Box.
- K. Provider must perform daily checks of the Baby Box to ensure the presence of a clean fitted bassinet sheet and a blanket.
- L. Provider must ensure a climate-controlled environment inside the Baby Box maintains a reasonable temperature for a newborn.
- M. Each Provider is responsible for training personnel on the use, features, and procedures of the Baby Box. Provider can contact Safe Haven Baby Box, Inc. for group training services.
- N. After retrieving a newborn from the Baby Box, the Provider must verify that the door to the Baby Box is secured and closed.
- O. After retrieving a newborn from the Baby Box, the Provider must reset the alarm system after deactivation.
- P. All safe surrenders are required to be reported to Safe Haven Baby Boxes, Inc. by phone at 260-750-3668 and to the Local Child Youth and Families Department (CYFD) within two (2) hours of the surrender.
- Q. In the event that the Agreement with Safe Haven Baby Boxes, Inc. is terminated for whatever reason, Provider is responsible for all costs and expenses of removing respective Baby Boxes at Provider location(s).
- R. Provider is to use best efforts to secure the integrity and good working function of the Baby Box at all times, including upon removal of any Baby Box, if necessary. Damage to Provider's leased Baby Box(es) is compensable to Safe Haven Baby Boxes, Inc. by Provider. Provider is to reimburse Safe Haven Baby Boxes, Inc. for any and all damage to the Baby Box during the pendency of the Agreement and any termination or expiration of it. Any such reimbursements are to be sent within thirty (30) days to the name and address listed in the Notice provision of the Agreement.

# V. Documentation (Documents & Forms):

- A. Documents
  - 1. Weekly Safe Haven Baby Box alarm system checks
  - 2. All Safe Surrenders by date and time

#### EXHIBIT B SAVE HAVEN BABY BOXES INC. SERVICES, FEES, AND EXPENSES SCHEDULE

#### Initial Fee: \$15,000.00

- 1. "Pre-installation" Services:
  - a. Assistance with device location placement
  - b. Administrative resources
  - c. Consultation on programs
  - d. Assistance with raising funds to support the cost of the box (optional)
- 2. Installation Services:
  - a. Inspection of installation via pictures sent electronically
  - b. Training to all emergency personnel
- 3. Post Installation Services:
  - a. Marketing of the box
  - b. 24/7 hotline available to the community
  - c. Advertising of the box
  - d. Efforts to support raising awareness on a local, state, and national level supporting the box in each community.

#### Annual Fee: \$500

- 1. Annual Fee Services
  - a. Recertification of the box by an authorized SHBB technician
  - b. Maintenance of box from expected use
  - c. Unlimited repairs and parts replacement as a result of a malfunction and not as a result of negligence or vandalism.

#### Term Renewal (every 5 years): \$500.00

1. Beginning five (5) years after the date of the original signed contract and every five (5) years thereafter.

## OTHER COSTS TO CONSIDER NOT INCLUDED IN INITIAL FEE: (Estimated at \$5,000-\$7,500)

\*Fees vary based on location and/or services donated by local community members. The below items are estimates and not a guarantee of cost.

- 1. Delivery: Minimum \$500.00. Cost based on location and transportation from Indiana. You can pick the device up at our Woodburn IN manufacturing facility to waive the delivery charge. (Must be prescheduled)
- 2. Installation: Labor and materials~\$2,000-\$3,500 (Location may be able to get this donated)
- 3. Electrical and Alarm: hook up to internal alarm system (Internal alarm must go to 911 dispatch for use with the baby box) ~\$1,200
- 4. Annual Alarm Service: Annual fee for monitoring~\$300 annually paid by location to Alarm Company
- 5. Permits or other requirements prior to construction. (varies)
- 6. Internal Camera (optional) \$500.00. Box comes pre-installed with the Amazon Blink<sup>™</sup> camera and requires a third-party membership to activate. Location must have a Wi-Fi connection. \*Alternatives may apply. Please contact SHBB for more information.

#### LEASE AND SERVICE AGREEMENT

THIS LEASE AND SERVICE AGREEMENT ("Agreement") is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by and between Safe Haven Baby Boxes, Inc., an Indiana nonprofit corporation ("SHBB") and \_\_\_\_\_\_, New Mexico ("Provider").

# **RECITALS**

WHEREAS, SHBB is a nonprofit educational organization that provides information and services related to child welfare, safe haven laws, initiation and implementation of newborn safety devices ("Safety Device"), and awareness related to preventing child abandonment;

WHEREAS, Provider desires to install a Safety Device on Provider's premises and SHBB wishes to lease a Safety Device to Provider at Provider's premises as defined herein;

WHEREAS, NMSA 1978 Section 24-22-1.1, the Safe Haven for Infants Act, provides certain protections by way of limited immunity for safe haven sites and their staff;

WHEREAS, Provider desires to lease a Safety Device from SHBB and have it installed on Provider's premises (the "Premises");

WHEREAS, SHBB is agreeable to placing a Safety Device on the Provider's premises and undertaking certain services in relation thereto;

WHEREAS, Provider has consulted its legal, financial, and insurance related advisors and has confirmed that its location and operation is acceptable under the laws and regulations of its jurisdiction for the placement of a Safety Device.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals which are incorporated by reference and made a part of this Agreement, the mutual terms and promises contained herein and for other good and valuable consideration, the parties agree as follows:

Section 1. Installation. SHBB shall provide to Provider one (1) Safety Device for installation by Provider on the Premises located at (Insert location information and address). Delivery of the Safety Device shall be the expense of the Provider. SHBB has the option at any time to oversee the installation of the Safety Device and advise as to installation on the appropriate placement to maximize awareness and implementation of its educational objectives as set forth in this Agreement and on the operation of and protocols for the Safety Device. SHBB and Provider agree to cooperate with respect to the appropriate third-party contractors for the placement of the Safety Device and to ensure that such third-party has the appropriate skill and knowledge for constructing improvements to Provider's facility. Provider is to pay for all installation costs and expenses for labor and/or materials. Provider is responsible for compliance with all applicable federal, state, and municipal or local laws, rules, and regulations, and all laws,

rules, and regulations pertaining to permitting requirements for the installation of the Safety Device. Provider further agrees to abide by the policies and procedures for installation, operation, and maintenance of the Safety Device as outlined in Exhibit "A" (the "Policies and Procedures") of this Agreement, which is hereby incorporated herein and made a substantive part of this Agreement by reference.

Section 2. Services by SHBB. SHBB shall provide annual services related to the performance of this Agreement. Such services shall include:

- A. Providing educational materials to Provider and policies and procedures relating to the maintenance of the Safety Device to Provider;
- B. Operating a toll-free phone number for the general public to utilize in emergency situations involving abandoned children or issues related thereto;
- C. Educating emergency services personnel related to use of the Safety Device;
- D. Providing educational information to the general public regarding the location and awareness of the Safety Device at the Provider's facility as well as other educational resources related to child welfare advocacy and safe haven law awareness;
- E. Provide at minimum an annual inspection and perform maintenance on the Safety Device; and;
- F. Exclusively repair or replace parts if/when the Safety Device is malfunctioning at expense of Provider as set forth under Section 4 of this Agreement and as otherwise provided in this Agreement (collectively Subsections A-F hereinafter referred to as the "Services").

Section 3. Lease and Service Term. The term of this Agreement shall be for five (5) years ("Term") and shall renew for successive five (5) year terms upon the mutual agreement of the parties to the terms, fees, and conditions, unless terminated in accordance with the terms of this Agreement or as otherwise agreed to by the Parties.

Section 4. Consideration. In consideration for leasing the Safety Device and providing the Services described under Sections 1 and 2 above, Provider agrees to pay SHBB an initial fee of Fifteen Thousand and 00/100 Dollars (\$15,000.00), unless otherwise agreed to by the Parties under Section 3 of this Agreement. Provider shall pay a renewal fee of Five Hundred and 00/100 Dollars (\$500.00) for each successive Term under this agreement, due within thirty (30) days of the start of each successive Term. Additionally, Provider shall pay an annual fee of Five Hundred and 00/100 Dollars (\$500.00) and other associated expenses as determined from time to time by SHBB on January 1 of every year that this Agreement is in force. The foregoing fees and expenses include but are not limited to the services and expenses listed in the Services, Fees, and Expenses Schedule attached hereto as Exhibit "**B**" which is hereby incorporated herein made a substantive part of this Agreement by reference.

Section 5. Obligations of Provider. In addition to any and all other obligations of the Provider set forth herein, Provider shall:

- A. Follow all policies and procedures governing the use of the Safety Device as provided by SHBB, which may change from time to time. SHBB shall provide at least thirty (30) days prior written notice to Provider for any changes or additions to its policies and/or procedures. Provider shall have thirty (30) days to review any changes to the policies and/or procedures relating to this Agreement and to notify SHBB if Provider accepts such updated/new policies/procedures. If Provider does not tender written Notice to SHBB that it does not agree to the new changes within thirty (30) days of receipt of same, then Provider agrees to said changes and any such changes shall become a substantive part of this Agreement. Provider and SHBB agree to negotiate any rejected changes or additions to the extent possible. Any revised changes or additions to the policies and/or procedures must comply with the then current laws of the State of New Mexico. For any rejected changes/additions to the policies and/or procedures arising herein or relating to this Agreement that cannot be negotiated/agreed to after a good faith attempt to do so, the preexisting version shall remain in effect or this Agreement may be terminated. Such policies and procedures are included as Exhibit A to this Agreement and, by way of Provider's signature hereto, shall evidence Provider's acknowledgment and receipt of the Policies and Procedures.
- B. Provider agrees to comply with New Mexico and Federal law pertaining to the operation, maintenance, installation, and removal of the Safety Device.
- C. Provider agrees to maintain the Safety Device in good working order, the costs of which are to be borne by Provider.
- D. Provider agrees to not change, add to, subtract from, alter, rebrand, or otherwise modify the Safety Device and accompanying signage as set forth in Exhibit A in any manner whatsoever without the prior written approval of SHBB.
- E. Provider agrees to use best efforts to prevent any third parties from adding to, subtracting from, altering, rebranding, or otherwise modifying the Safety Device and accompanying materials/signage as set forth in Exhibit A in any manner whatsoever without prior written approval by SHBB.
- F. Provider agrees to immediately notify SHBB of any damage, alteration, and/or modification to the Safety Device.
- G. Provider shall refer to the Safety Device as a "Safe Haven Baby Box" or "Baby Box."

- H. Provider agrees to accept complete liability for any and all damages attributed to any and all unapproved alterations and/or modifications to the Safety Device made by Provider and any and all damages attributed to unapproved alterations and/or modifications to accompanying parts of the Safety Device, including required signage/materials made by Provider. Provider agrees to accept complete liability for modifications to the Safety Device which are the result of: its own actions, omissions, and/or failure to use best efforts to maintain the Safety Device in good working order or best efforts to prevent any modifications to the Safety Device by a third party.
- I. Provider shall procure and maintain twenty-four (24) hour alarm monitoring of the Safety Device at all times in accordance with directions for the same from SHBB and shall confirm with SHBB that such service is acceptable.
- J. Should the alarm monitoring service be disconnected for any reason, or should the Safety Device malfunction in any other way, Provider shall immediately notify SHBB of said malfunction and shall secure the Safety Device and ensure it is not available for public use by locking its exterior door and removing all signage and material related to its use and functionality. Further, should the Safety Device malfunction, Provider agrees that it will post signage that the Safety Device is presently unavailable and Provider agrees that it will keep the Safety Device secured and closed to the public until SHBB approves the Safety Device to be reopened to the public for public use as a Safety Device.
- K. Provider agrees that SHBB may, but is not required to, inspect the Safety Device at any time including, but not limited to: to ensure that it is in good working order, to ensure proper branding and signage is being displayed, and to conduct tests related to its functionality and monitoring and alarm systems.
- L. Provider acknowledges and agrees to maintain current knowledge of any changes to said New Mexico State Law or Federal law governing the Safety Device and acknowledges and agrees to operate and maintain the Safety Device in accordance with the most recent version of said State and Federal laws.
- M. Provider shall bear the cost of operating, maintaining, removing, repairing and/or otherwise modifying (modifications subject to approval of SHBB) the Safety Device.

IT IS IMPERATIVE THAT ANY MALFUNCTION IDENTIFIED WITH RESPECT TO THE SAFETY DEVICE OR ANY DISCONNECTION IN THE SAFETY DEVICE MONITORING SYSTEM RESULT IN THE IMMEDIATE SECURING AND LOCKING OF THE SAFETY DEVICE SO THAT IT MAY NOT BE USED BY THE PUBLIC DURING THIS TIME PERIOD. FAILURE TO DO SO

# MAY RESULT IN A THREAT OF BODILY HARM OR DEATH TO AN INFANT PLACED IN THE SAFETY DEVICE DURING ANY PERIOD OF TIME IN WHICH THE SAFETY DEVICE IS MALFUNCTIONING OR NOT.

### Section 6. Representations and Warranties.

- A. <u>Representations & Warranties of Provider</u>. Provider represents and warrants that the undersigned is a duly acting and authorized agent of Provider who is empowered to execute this Agreement with full authority of Provider. Further, Provider has undertaken a reasonable investigation into the laws and regulations governing the applicable jurisdiction within which it intends to place the Safety Device and has confirmed that such placement and administration of the Safety Device does not violate any provision of any law, ordinance, governmental regulation, court order, or other similar governmental controls.
- B. <u>Representation & Warranties of SHBB.</u> SHBB represents and warrants that the undersigned is a duly acting and authorized agent of SHBB who is empowered to execute this Agreement with full authority of SHBB. Further, SHBB has full ownership of the Safety Device. SHBB represents and warrants that the Safety Device is fit for use and will operate as a Safety Device in accordance with Safe Haven for Infants Act, NMSA 1978 Section 24-22-1.1.
- C. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT A MEDICAL DEVICE AND HAS CONFIRMED SUCH WITH THE FOOD AND DRUG ADMINISTRATION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT INTENDED AS A CONSUMER PRODUCT AND THUS IS NOT REGISTERED WITH THE CONSUMER PRODUCT SAFETY COMMISSION. SHBB FURTHER **REPRESENTS THAT THE SAFETY DEVICE IS NOT REGISTERED WITH THE** COMMISSION AND/OR THE FEDERAL TRADE FEDERAL COMMUNICATIONS COMMISSION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT TESTED BY NATIONALLY RECOGNIZED TESTING LABORATORIES PROGRAM.

Section 7. Insurance. Provider agrees to procure and maintain in full force and effect at all times during the Term of this Agreement and any renewals thereof, at its own cost and expense, a policy or policies of comprehensive commercial general liability insurance on an occurrence basis, in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate and a \$2,000,000 limit umbrella coverage related to the Safety Device's placement and operation in or about Provider's facility against all loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in upon or about the Safety Device during the Term of this Agreement and all extensions thereof. This insurance policy need not be a separate policy solely because of this Agreement but, rather, will be part of the Provider's general liability and umbrella policies.

Section 8. Indemnification. Each party agrees to defend and indemnify, protect and hold harmless the other party, its officers, directors, employees, volunteers, independent contractors, agents, and all other persons and related entities thereof, against any loss, claim at law or equity, cause of action, expenses, damages or any other liability (collectively, "Claim") arising in relation to and to the extent of the indemnifying party's gross negligence or willful or wanton misconduct, whether acts or omissions, in the installation, placement, removal, use, and maintenance of the Safety Device in, on, or about Provider's facility or premises. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

Section 9. Termination. Provider may terminate this Agreement upon sixty (60) days prior written notice from Provider to SHBB prior to the end of the Term, otherwise this Agreement shall renew for a successive Term. In accordance with the terms of this Agreement, Provider and/or SHBB may terminate this Agreement on notice of a change of policies and procedures by SHBB that Provider did not previously agree to after a good faith attempt has been made to negotiate the change or addition to the policies and/or procedures arising herein or relating to this Agreement; however, a required change of policy or procedure pursuant to compliance with a New Mexico State or Federal law shall not be grounds to terminate this Agreement. SHBB may terminate this Agreement for any reason specified under Section 10, below. At the point of termination of this Agreement, Provider shall secure and lock the Safety Device and remove all signage provided by SHBB. Provider shall place new visible signage denoting that the Safety Device is not functional and that any person desiring to utilize the Safety Device should instead contact emergency services. If Provider removes the Safety Device, then it shall make arrangements with SHBB for its conveyance or retrieval to SHBB. SHBB shall not be obligated to remove the Safety Device; however, at any time after this Agreement has terminated, SHBB may, at its sole discretion, notify Provider that it intends to remove and recover the Safety Device. Under such circumstances, Provider agrees to cooperate with SHBB in the retrieval of the Safety Device, the expenses of which shall be borne by SHBB, so long as expenses do not exceed \$500.00 and unless the termination of this Agreement was effectuated under Section 10 below, in which case the cost hereunder shall be borne by Provider.

#### Section 10. Remedies.

A. Option to Cure. Any uncured breach of this Agreement by Provider, after written notice from SHBB to Provider and a thirty (30) day opportunity to cure, shall give SHBB the option of immediately terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense. If Provider is notified by SHBB that the Safety Device is not properly functional or lacks monitoring required by this Agreement, then SHBB may order the Safety Device secured and locked until further inspection. Provider shall have thirty (30) days to cure any lack of monitoring or improper functioning of the Safety Device. Such time may be extended by any delay attributable to SHBB. If Provider does not cure any lack of monitoring or improper functioning of the Safety Device within the initial thirty (30) days to cure any breach. If Provider fails to cure any breach of this Agreement after two (2) attempts to cure as set forth above, SHBB may terminate this Agreement if it concludes in its sole discretion that Provider has not upheld its obligations under this Agreement. Any breach of this Agreement by Provider which has not been cured by Provider within thirty (30) days after notice received from SHBB shall give SHBB the option of terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense.

**B.** Attorney's Fees. Attorneys' fees, costs, and expenses shall be awarded to the prevailing party for any dispute relating to or arising from this Agreement. The term "*Prevailing Party*" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense.

Section 11. Ownership of Safety Device. Provider agrees and acknowledges that ownership of the Safety Device remains with SHBB and this Agreement is merely a services and lease agreement. Provider does not have any ownership interest in the Safety Device. Provider shall not lease, sell, or otherwise transfer the Safety Device during or after the term of this Agreement without the specific written consent of SHBB.

Section 12. Disclaimer and Limitation of Warranties. SHBB neither assumes nor authorizes any other business organization, entity, or person associated or related by legal right, corporate entity, governmental entity, or any other entity associated or related by legal right to assume it, or any other liability in connection with the construction, use, operation, installment, removal, maintenance, or lease of the Safety Device. There are no warranties which extend beyond the terms of this Agreement, unless otherwise stated or provided for herein or by law via preemption. These warranties shall not apply to the Safety Device or any and all improvements, restoration, repair, remodel, modifications, and/or any other construction work on the Safety Device of any kind, related to the Safety Device, or any other part thereof which has been subject to accident, negligence, alteration, abuse, use or misuse of same which are not approved of by SHBB and/or agreed to by SHBB. SHBB makes no warranty whatsoever with respect to accessories or parts not supplied by it.

Section 13. Notice. Any notices requests, demands, waivers and other communications given as provided in this Agreement will be in writing and will be deemed to have been given if delivered in person (including by Federal Express or other personal delivery service), or mailed by certified or registered mail, postage prepaid, and addressed to at the following addresses:

Notice to SHBB:

Safe Haven Baby Boxes CEO Monica Kelsey P.O. Box 185 Woodburn, IN 46797 Notice to Provider:

Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

Section 14. Assignability. This Agreement is binding and benefits the successors and assignees of the Provider, which includes any and all originations/entities or persons with which the Provider may dilute, merge or consolidate, or to which it may transfer substantially all of its assets or equity interests. Provider shall not transfer or assign this Agreement, however, without the specific written consent of SHBB, which consent shall not be unreasonably withheld.

Section 15. Governing Law/Jurisdiction. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of New Mexico and New Mexico courts. Should any dispute arise out of or relating to this Agreement and any of its incorporated parts, Parties agree that said dispute may exclusively be litigated in state or federal court in of the State of New Mexico. Each Party waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each Party agrees and acknowledges that any term not defined herein shall be construed to have its every-day, contextual meaning as defined in the latest editions of the Merriam Webster Dictionary, and if a legal term, Black's Law Dictionary; and should any term, condition, or provision of this Agreement be deemed vague, ambiguous, or confusing, it shall not be construed in favor of either Party.

Section 16. Integration/Entire Agreement. This Agreement, along with the attached Exhibits hereto represents the entire expression of the final agreement of the parties and supersedes all previous and contemporaneous communications or agreement regarding the subject matter hereof. Provider by its signature below hereby acknowledges that Provider agrees to be bound by the terms and conditions and policies and procedures set forth in this Agreement as may be updated from time to time and agreed to in accordance with the terms of this Agreement. Any additional terms or conditions contained in purchase orders or other forms not incorporated into this Agreement are expressly rejected by Provider and shall not be binding, unless Provider agrees to them in a writing signed by both parties.

Section 17. No Oral Modification. No change, modification, extension, termination, or waiver of this Agreement or any of its incorporated documents or parts, or any of the provisions contained, will be valid unless made in writing and signed by duly authorized representative of the parties.

Section 18. Waiver. No waiver of any of the provisions of this Agreement shall be valid and enforceable unless such waiver is in writing and signed by the parties to be charged and, unless otherwise stated, no such waiver shall constitute a waiver of any other provision or a continuing waiver.

Section 19. Severability. In the event that one or more of the provisions of this Agreement shall become invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained shall not be affected as a whole.

Section 20. Time of the Essence. The Parties expressly recognize that time is of the essence in the performance of their respective obligations under this Agreement and that each Party is relying on the timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performance by the other party.

Section 21. Tort Claims Immunity. Provider shall be subject in all cases to the immunities, provisions and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq., NMSA. 1978 comp. and Section 57-7-1 NMSA. 1978 comp) and any amendments thereto.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be executed and be effective on the date first written above.

## Safe Haven Baby Boxes, Inc.

By:

Monica Kelsey, Founder/CEO Safe Haven Baby Box, Inc.

Provider

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

Business Unit: 341

#### **APPROPRIATION RECIPIENT:**

#### **City of Lovington**

# APPROPRIATION NUMBER: APPROPRIATION AMOUNT: REVERSION DATE:

#### 22-G2444-18

\$ 10,000.00

June 30, 2026

#### APPROPRIATION LANGUAGE

Ten Thousand Dollars and Zero Cents (\$10,000.00) to plan, design, construct, equip and install surrender safety devices statewide. Funds unexpended by June 30, 2026 will be reverted to the State of New Mexico's STB fund.

#### APPROPRIATION DISBURSMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Administering Agency the Exhibit A: Request for Payment form along with supporting document(s). The Administering Agency will review these documents to ensure all expenses reflect the intent and purpose of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date. The latest date the Appropriation Recipient Recipient may submit a Request for Payment is July 15<sup>th</sup>, 2026. Upon expenditure of appropriation funds, the Appropriation Recipient must submit to the Administering Agency a completed Exhibit B: Final Report form.

#### CERTIFICATION

I hereby certify that the City of Lovington

- 1. Will only use the appropriation funds to carry out and/or perform activities described in appropriation language.
- 2. Will comply with State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the project.
- 3. Ensures that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- 4. Will follow the procedure described in "Appropriation Disbursement" for disbursement of appropriated funds.

Appropriation Recipient Representative

Date

Appropriation Recipient CFO

#### Date

#### **APPROVAL**

In in accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number 22-G2444-18 in the amount of \$10,000.00.

Cecilia Mavrommatis	
Director, Local Government	Division

Date

# MEMORANDUM OF AGREEMENT BETWEEN LEA COUNTY, NEW MEXICO AND THE CITY OF LOVINGTON FOR FUNDING FOR SUPPORT TOWARDS THE PURCHASE AND INSTALLATION OF A BABY BOX AT THE CITY'S FIRE STATION NO. 2

This Memorandum of Agreement is made this 27th day of March, 2025, by and between Lea County, New Mexico, (hereinafter "County") and City of Lovington (hereinafter "City").

The City has 24 months from the date of this agreement to utilize the funds. The City agrees to submit progress reports to the County on June 15 and December 15 each year, detailing how the funds have been used.

Upon completion of the project for which the funds were allocated, the City must provide a Letter of Completion to the County. If any funds remain after the completion of the initial project, the City must submit a Request Letter to the County for approval before utilizing the remaining funds for a different project.

By signing below, both parties agree to the terms outlined in this agreement.

LEA COUNTY, NEW MEXICO

BY:

Date: 03/27/2025

Gary G. Eidson Lea County Chair

CITY OF LOVINGTON, NEW MEXICO

BY:

Date: \_\_\_\_\_

David Miranda City Manager

# SAFE HAVEN BABY BOXES 2024 INFORMATIONAL PACKET

Thank you so much for your interest in Safe Haven Baby Boxes! We are so grateful for your interest in bringing our mission to your community. We dream of Safe Haven Baby Boxes in all 50 states. Your help makes this dream possible! The complete process of obtaining a Baby Box for your community is detailed in this packet.

# CHECK OUT OUR PSA (click below):



Safe Haven Baby Boxes PSA

ESTABLISHED IN 2015

FOUNDED BY MONICA KELSEY

# ABOUT US



Monica Kelsey founded Safe Haven Baby Boxes in 2015 after an inspiring trip to South Africa. During this trip, Monica saw a Baby Box in action and saw how it provided a safety net for parents in crisis. Monica made it her mission to help parents in crisis. The first step is raising awareness and educating the public about the Safe Haven laws.

Safe Haven Baby Boxes is the only organization providing anonymity. We make it possible to safely surrender an infant with complete anonymity. Illegal abandonments show us that mothers are seeking to keep their identity secret. We work to rewrite the story by giving mothers and innocent infants a better chance. The infant will go through a closed adoption. The birth parents are free from prosecution and know their infant is safe.

Our organization staffs a 24 Hour National Crisis Hotline, 1-866-99BABY1. The hotline has provided counseling for over 7000 callers from all over the United States. This service has led to over 150 babies surrendered at Safe Haven locations and 49 babies thus far surrendered in a Baby Box.

# HOW DO THE BABY BOXES WORK?

The Safe Haven Baby Box is a state-ofthe-art device. It legally permits a mother in crisis to safely, securely, and anonymously surrender her newborn.



The baby box is a temperature-controlled safety device provided for under a state's Safe Haven Law. The box is installed on the exterior wall of a firehouse or hospital.

Before the box is active, tests occur at every stage of design, development, and deployment. It features multiple alarms in the device which alert first responders of a surrender. The box's alarms are tested weekly to ensure there will be no failures. None of these alarm systems have ever failed. The staff responsible for the box is trained on how the device operates.

The parent opens the door to the Baby Box, which triggers a silent alarm and a call goes to 911 dispatch. The infant is placed in a medical bassinet. A sensor located on the inside of the box triggers a second 911 dispatch call. The exterior door automatically locks upon the placement of a newborn. Within five minutes the infant will be rescued by first responders. An interior door allows a medical staff member to secure the surrendered newborn from inside the designated building. The infant will be quickly taken to the hospital for medical evaluation. It provides the community the opportunity to proactively save the lives of children since many are not aware of the Safe Haven Law.

Lack of knowledge about the law and prohibiting anonymity has historically produced catastrophic and devastating results of babies being abandoned.

Many women in crisis want and need anonymity when surrendering an infant, either because of fear of being recognized, the stigma associated with the surrender, or fear of prosecution due to the lack of knowledge and misunderstanding of the Safe Haven law. WHY DO COMMUNITIES NEED A BABY BOX? The Baby Box is tangible, and the Safe Haven law is not. By having a Baby Box in the community, you are providing an opportunity to further educate about the law.

We hope and pray for a face-to-face surrender as it benefits both the mother and infant. The Safe Haven Baby Box hotline provides counseling to women in crisis and only suggests the Baby Box when it is the last option.

# Road to Active Baby Box

Baby Box goes live and available to aid infants with parents in crisis.

Training for Safe Haven Baby Box provider personnel.

Alarm is set up and tested. It must reach 7 successful days of consecutive testing.

0

Baby Box Unveiling and Blessing occurs.

Baby Box delivered and installed by licensed contractor.

1

8

Baby Box order is placed and approximately 4 weeks later the box is produced. During this time the location will search for a licensed contractor to install the box and an alarm system company.

Contract for SHBB is reviewed by attorney and fundraising begins.

2

Contract (Lease and Service Agreement) is signed with location and initial fee is sent to SHBB.

Meet with your community leaders, fire station, or hospital administration to review the Safe Haven Baby Box Program.

# CAN I PLACE A BABY BOX IN MY COMMUNITY? Yes, however, some states have made it easier than others. States with legislation permitting placement of Baby Boxes



If your state is not above, do not be discouraged. Ideally all states would allow for anonymous surrender and we have a team in place to work on passing legislation at the state level. Please reach out to your state representative and senator to express the importance of updating your state's Safe Haven Law to allow for the placement of Baby Boxes.

The fees for Safe Haven Baby Boxes start around \$15,000 depending on installation and location.

\*These prices are good for 90 days after the receipt of this informational packet \*

SAFE HAVEN BABY BOXES

# THIRD PARTY DONATION SOLICITATION POLICIES

Safe Haven Baby Boxes Inc. (SHBB) appreciates individuals and organizations as they solicit donations to benefit its programs and services. Any individual or organization (outside of Safe Haven Baby Boxes Inc.) that organizes and hosts an event, promotion, sale, or donation drive on behalf of Safe Haven Baby Boxes Inc. is defined as a "third-party fundraiser."

Prior to Collection of Donations:

1. The third-party fundraiser is not allowed to solicit for donations without acknowledgement from Safe Haven Baby Boxes AND local leaders, such as the mayor, fire chief, council member, and/or hospital administrator/staff. The third-party fundraiser should notify Safe Haven Baby Boxes via email or mail with intent to solicit donations in advance of the proposed start date.

2. The third-party fundraiser will not personally collect any donations. All donations should be sent directly to SHBB. Upon acknowledgement from a SHBB representative of the intent to campaign for donations, the third-party fundraiser will be provided a link for online donations specific to the fundraiser's campaign.

3. The third-party fundraiser is responsible for providing donation instructions to solicited donors.

4. The third-party fundraiser is responsible for expenses associated with printing and promotion of the donation solicitation.

5. The third-party fundraiser is not a representative of Safe Haven Baby Boxes and should not claim to be.

6. Safe Haven Baby Boxes retains the right to decline any solicitation activity if it conflicts with its mission or other fundraising efforts.

7. The third-party event organizers should not provide tax advice to third-party event contributors. Organizers should refer individuals to tax or legal counsel for information.

8. The third-party fundraiser may not keep any portion of a donation as profit or compensation for organizing the campaign.

9. The third-party fundraiser or anyone associated with the event cannot set up a temporary bank account in his/her name or Safe Haven Baby Boxes name for the collection of donations.

10. Safe Haven Baby Boxes, Inc. may only issue tax receipts for checks made payable to "Safe Haven Baby Boxes" or donations paid online at <u>www.shbb.org</u> or designated link for campaign.

11. The third-party fundraiser must submit all publicity and promotional material containing Safe Haven Baby Boxes name and/or logo to Safe Haven Baby Boxes Fundraising Department for review and approval prior to publication and distribution of these materials. Please allow Safe Haven Baby Boxes staff ten (10) business days to review these materials. PLEASE NOTE: Third-party donation campaigns that are approved by Safe Haven Baby Boxes may be advertised on Safe Haven Baby Boxes website and/or social media sites.

12. The third-party fundraiser cannot advertise locations of future baby box installations (i.e. address of fire station or hospital).

13. Promotional materials that use Safe Haven Baby Boxes name should incorporate the following statement: "Proceeds to benefit Safe Haven Baby Boxes Inc."

14.The third-party fundraiser agrees not to use Safe Haven Baby Boxes' tax exemption in any manner or as part of the donation campaign, nor will the third-party represent any rights or privileges of tax exemption to the public, nor will the third-party state that any portion of the purchase price for any goods or services at the event is tax deductible for charitable purposes.

15. Prior to starting a fundraising campaign, please send SHBB@SafeHavenBabyBoxes.com your fundraising campaign plan for approval.



Any additional funds raised will remain in your community promoting your local Safe Haven Baby Box. A bill board campaign will raise awareness for safe surrender and include our National Crisis Hotline number. Please keep in mind that all donations that are solicited for a Safe Haven Baby Box must be sent to SHBB to be used for your city's baby box and/or marketing and education. If your fundraising efforts exceed the amount needed, per the IRS guidelines, this money has to be sent to SHBB. Sending money raised for a Safe Haven Baby Box to another entity is a direct violation of IRS guidelines.

Safe Haven Baby Boxes name and logo are a registered trademark. Any use of these would need SHBB approval. For questions or more information on third-party donation solicitation, please contact a Safe Haven Baby Boxes representative at 1-888-742-2133 or shbb@safehavenbabyboxes.com. Thank you very much for your interest in supporting Safe Haven Baby Boxes programs and services!

}y signinរ ensur	g below, you understand SHBB fundraising policy and will e that the funds are handled according to this policy.
Signed	Date
	Donation for a Safe Haven Baby Box located in
	Amount needed:
	Mail check to:
	SHBB
	PO Box 185
	Woodburn, IN 46797
nce a chec	k is received you will receive a letter from SHBB for you to use for
	. SHBB is a registered 501(c)3 nonprofit organization by the IRS so
	onations are tax-deductible. Thank you for your support!

SAFE HAVEN BABY BOXES

# Safe Haven Baby Boxes Policies and Procedures for Association with Foster Care and/or Adoption Agencies

Purpose of Policy

Safe Haven Baby Boxes (SHBB) is a registered 501(c) 3 charitable organization whose express mission is to save babies from illegal abandonment and provide a truly anonymous option for surrendering parents in accordance with each individual state's statutes.

Safe Haven Baby Boxes is not a governmental agency and is not involved in the infant's care and placement process following the legal surrender of an infant as defined by the State Statute. Safe Haven Baby Boxes expressly prohibits any affiliation, endorsement, or official connection with any placing agency, foster care agency, or adoption agency, private or public.

SHBB and its board, staff, contractors, or volunteers are not affiliated, associated, authorized, endorsed by, or in any way officially connected with any child-placing agency or adoption attorney.

This strict policy is in place in order to prevent even the "appearance" of SHBB profiting in any way from the surrender of an infant in one of the baby boxes, or directly to personnel at a fire station, hospital, or EMS provider with a baby box installed.

This policy includes, but is not limited to the following:

- No child-placing agency, or private adoption attorney will pay fees to SHBB for the installation and ongoing operation of a Safe Haven Baby Box.
- No child-placing agency, or private adoption attorney will donate money, goods, or services to SHBB directly.
- No child-placing agency or private adoption attorney will be given preferential treatment by their state's Department of Children Services or its equivalent by paying a fee or claiming affiliation with Safe Haven Baby Boxes
- No child placing agency, or private adoption attorney will raise funds using Safe Haven Baby Boxes name, or by alleging association with Safe Haven Baby Boxes.

## Safe Haven Baby Boxes Ethical Code of Conduct

Safe Haven Baby Boxes is committed to the highest possible ethical standards and we encourage everyone associated with our Organization to commit to acting in the best interest of the organization and its mission. Our mission demands that we, Board and Committee Members, staff, and volunteers, as stewards of our mission, uphold the public trust and act in an ethical manner in all that we do in the name of our Organization. These ethical values include integrity, openness, honesty, accountability, fairness, respect, and responsibility. These values are the basis of our Code of Conduct and commitment to act in a manner befitting the Organization and mission.

As a public charity, we rely on the public for funding and volunteer support, which is critical to the success of our mission. The public trusts us to carry out our stated mission and to act in the best interest of the Organization. If we abuse the public trust, our ability to fulfill our mission is severely weakened. Therefore, it is critical that we operate in a manner that is above reproach in all aspects, including governance, fundraising, mission operations, legal matters, and human resources. As a public charity, we are committed to:

• Acting responsibly and with integrity;

- Following not just the letter of the law, but the spirit of the law as well;
- Promoting financial accountability, transparency, and best governance practices;
- Respecting the wide variety of people who support our mission through donations of their time, talent and money;
- Being responsible stewards of our Organization, its mission, reputation, and resources
- Being open and honest in all of our dealings with both internal and external audiences.

This Code of Conduct applies to all staff members, the Board of Directors and Committee Members, and volunteers of Safe Haven Baby Boxes.

SAFE HAVEN BABY BOXES

# Goals of Safe Haven Baby Boxes

- Raise awareness of the Safe Haven law through the installation of Baby Boxes.
- Provide counseling to any parent in crisis.
- Use of billboards, social media, speaking engagements, and fundraisers to bring awareness to Safe Haven Laws.
- Provide a safe and anonymous option for surrendering an infant.
- Work with legislators in every state to pass a law allowing the installation of Baby Boxes.
- Install Baby Boxes in every state in the United States.

# Help Us Reach Our Goals

- Assist or host a Safe Haven Baby Boxes fundraiser
- Invite Monica to speak at your church, or community event
- Attend a Baby Box Blessing
- Follow and share our social media platforms

Please contact us if you have any questions or need more information. Email: shbb@safehavenbabyboxes.com Phone: (888)742-2133 Website: www.shbb.org

## Services, Fees and Expense Schedule Lease and Service Agreement Full Time Fire Stations

Fuil Time The Oracions						
INTIAL FEE: \$15,000	ANNUAL FEE: \$500	OTHER FEES NOT INCLUDED IN INTIAL FEE (ESTIMATED AT \$5,000-\$7,00				
Pre-installation Services	Annual Fee Services	*Fees vary based on location and/or services donated by local community members. The items below are estimates and not a guarantee of cost.				
A. Examination of location B. Administrative/Legal resources C. Consultation on programs D. Assitance with raising funds to support cost of the Baby Box (optional)	A. Recertification of the Baby Box by a licensed contractor B. Maintenance of the Baby Box from expected use C. Unlimited repairs and parts replacement as a result of a malfunction and not as a result of negligence or vandalism	A. Delivery: Minimum \$500 charge if you would like to have the Baby Box delivered. You can pick up at our Fort Wayne, IN manufacturing facility to waive the delivery charge. (Must be pre-scheduled) B. installation: Labor and materials: \$2000- \$3,500 (location may be able to have this donated)				
Installation Services	*LOCATIONS WITH ADDITIONAL FEES A. Volunteer fire stations must feature a camera in the Baby Box making	C. Electrical and Alarm: hook up to internal alarm system (Internal alarm must go to 911 dispatch for use with the Baby Box) ~ \$1,200				
A. Inspection of Installation B. Training to all emergency personnel	the total intial fees \$15,500 B. Ohio locations total initial fee is \$16,000 as \$1,000 is paid to their	D. Annual Alarm Services: Annual fee for monitoring ~\$500 annually paid by location to Alarm Company				
Post Installation Services	health department C. Wisconsin, Maryland and Alabama locations must feature a camera in the Baby Box making	E. Transportation: Cost based on location and transportation from Indiana				
A. Marketing of the Baby Box B. 24/7 Hotline available to community C. Advertising of the Box D. Efforts to support raising awareness on local, state and national levels supporting the Baby Box in each community	the total intial fee is \$15,500 <b>Safe Haven</b> Baby Boxes	F. Permits or other requirements prior to contruction. (varies) 13				

https://www.santafenewmexican.com/news/local\_news/new-mexicos-baby-boxes-and-safe-haven-hand-offs-notso-anonymous/article\_02e35af2-242b-11ef-aef5-67a9dc1002bd.html

# New Mexico's baby boxes and safe haven hand-offs: Not so anonymous?

#### 🛉 Follow Gabrielle Porter

By Gabrielle Porter gporter@sfnewmexican.com Jun 7, 2024



John Wickersham, an assistant chief of the Española Fire Department, shows how an infant placed in a "safe haven" baby box at the firehouse triggers a sensor. Jim Weber/The New Mexican

Jim Weber/The New Mexican

New Mexico's baby boxes and safe haven hand-offs: Not so anonymous? | Local News | santafenewmexican.com

The concept of "baby boxes" is simple: They offer a climate-controlled, monitored repository at a place like a hospital or a fire station where overwhelmed parents can safely surrender unwanted infants without having to face questions, scrutiny or identification.

At least, that's the promise.

But in New Mexico anonymity isn't actually guaranteed.



The New Mexico Children, Youth and Families Department — the legal guardian of infants placed in baby boxes installed in several communities around the state or handed over to staff under the state's Safe Haven for Infants Act — takes steps to investigate the babies and try to identify the parents, according to advocates, state lawmakers and the agency.

"They are looking for every parent that puts these babies in boxes," said Monica Kelsey, founder of Indiana-based Safe Haven Baby Boxes. "This is something that we have been fighting for the last year."

While some advocates and lawmakers say they think tracking down birth parents is a betrayal to the entire concept of baby boxes and the state's safe haven law, a state spokeswoman wrote in an email that CYFD's hands are tied in the matter.

"As the law is currently written, CYFD is required to conduct investigations bound by [the Indian Child Welfare Act], the Safe Haven Act and the Children's Code," spokeswoman Jessica Preston wrote in an email. "... The anonymity of the family is not protected by the [safe haven] act in its current form."

Lawmakers, advocates and community members say they're working on a bill to clarify the agency's role and whether parents should be tracked down if there hasn't been some sort of physical harm to the baby — a measure they say has the support of CYFD Secretary Teresa Casados.

Kelsey, who said her agency has heard from some of the parents who were tracked down after surrendering children at safe haven sites other than baby boxes, said she came to New Mexico earlier this year to participate in a meeting with CYFD leaders about the issues that have been arising.

She said she left that meeting feeling everybody understood the problems and concerns at hands.

"Honestly, I don't think we're going to have a problem getting this fixed," Kelsey said. "It's just a matter of when we get it fixed, and how many parents are not going to benefit from the fix because it didn't go through fast enough."

## New Mexico's baby boxes

The New Mexico Safe Haven for Infants Act protects biological parents from prosecution for child abandonment if they surrender their child with a staff member at a safe haven site — a hospital, law enforcement agency or fire station — before he or she is 90 days old.

New Mexico's first baby box was installed in 2022 at the Española Fire Department. John Wickersham, assistant fire chief for the Española Fire Department, said he had been advocating for years for the box.

But the installation couldn't have come at a more significant time in the state's consciousness — just weeks after a Hobbs teenager gained national notoriety after being arrested for tossing her newborn baby in a dumpster. The boy was later found alive by dumpster divers.

So far, three babies have been surrendered through the baby boxes — two in Hobbs and one in Belen. Although parents surrendering their babies don't have to use the boxes, the idea, Kelsey said, was to offer more protection to people who didn't feel they could look after their child.

"The only reason we want his in New Mexico is to protect these parents," she said.

## N.M. unique in looking for parents

A major question about baby boxes is how their use overlaps with the federal Indian Child Welfare Act, which acts as a legal bulwark against the removal of Native American children from Native communities as long as other options are available.

New Mexico's safe haven law says if a baby is handed off at a safe haven site, staff must ask whether either of the child's parents are tribal members. Baby boxes, by design, don't involve face-to-face interaction.



And Preston pointed out in her email that the safe haven law itself requires an investigation, as does state children's code.

Preston said parents who are located do not face charges.

"We are required to do an investigation under the law. Some areas of the Safe Haven Act are open to interpretation, but will be reviewed in the next legislative session," she said.

Kelsey said New Mexico is the only state she knows of that tries to track down birth parents, which she views as not in keeping with the spirit of the law.

"I think the state of New Mexico has forgotten why the safe haven law was passed to begin with, and that is to keep babies out of dumpsters," she said. 6/17/25, 7:44 AM

New Mexico's baby boxes and safe haven hand-offs: Not so anonymous? | Local News | santafenewmexican.com

Angie Smith, president of the New Mexico Right to Life Committee and a Portales resident who helped coordinate that town's baby box installation, said while the law requires staff being handed a baby to ask questions, it doesn't require parents to answer them.

"You can't speak any louder that 'I don't want to answer questions, I want to be kept quiet and anonymous,' than surrendering your child to the box so you don't have to face anyone," Smith said.

Kelsey said for the "many" New Mexico parents who have reached out to her organization after being tracked down by CYFD about their surrendered children, being contacted is "devastating." One young woman had surrendered her baby without telling her parents, although she still lived with them.

"CYFD showed up at her house, and the parents didn't know," Kelsey said. "We've just made an entire mess of a situation where this young girl thought that she was protected by a law, and now parents are involved."

CYFD wouldn't confirm whether it successfully contacted the parents of all three children left in baby boxes, citing privacy concerns. It's also not clear what the investigations to find parents entail; Kelsey said Hobbs city leaders declined to provide security footage that might have shown the person who surrendered one of the babies there.

Preston said the agency doesn't use DNA samples of the infants, which was alleged in a legislative hearing this week.

"CYFD works with community partners to identify as much information as possible to conduct an investigation," Preston wrote.

## Pledge to clarify

Sen. David Gallegos, R-Eunice, unsuccessfully tried to get a bill passed to clarify some of the baby box and safe haven law issues, but said he introduced the measure too late.

He said fellow Sen. Leo Jaramillo, D-Española, will introduce a new version of the measure with his support in an upcoming session — a change Gallegos said he hopes will garner more favor with Gov. Michelle Lujan Grisham, also a Democrat.

In a brief interview Thursday, Jaramillo said he believes Casados supports the proposal.

New Mexico's baby boxes and safe haven hand-offs: Not so anonymous? | Local News | santafenewmexican.com



The interaction with the Indian Child Welfare Act will need to be addressed, Gallegos said, as well as some other gray areas such as whether the presence of drugs in the baby's system would be grounds to open a criminal investigation.

While Kelsey and other advocates said they hope the measure might be allowed to come up in this summer's special session, Preston said in an email the department expects it to be filed in January.

Wickersham said he hopes parents who might use the boxes aren't scared off in the meantime.

"The box is for the baby," he said. "We want to keep that baby 100% safe."

#### Takeaways

Baby boxes and safe haven sites are supposed to allow overwhelmed parents to anonymously surrender their children.

Despite that perception, CYFD says it's bound by law to try to track down those parents.

Agency leaders and advocates say they're committed to changing that practice through a legislative measure.

Gabrielle Porter Reporter

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

#### **RESOLUTION NO. 2025-053**

#### APPROVAL OF THE CITY OF LOVINGTON ENTERING INTO A LEASE AGREEMENT WITH SAFE HAVEN BABY BOXES, INC. FOR THE INSTALLATION OF A "BABY BOX", AND ACCEPTANCE OF CERTAIN FUNDS FOR THIS PROJECT

**WHEREAS,** the City of Lovington recognizes the need to provide options to certain individuals that cannot provide care for their infants, and wish to relinquish custody and rights to that infant so that it may be given immediate care and a future home; and

**WHEREAS,** the City of Lovington wishes to install a "baby box" AKA "safe haven site" for the placing of an infant not over six months of age; and

**WHEREAS,** the baby box would be installed at the Lovington Fire Station #2 in a discreet location; and

**WHEREAS,** certain funding has/will be made available to the City of Lovington from Lea County and the New Mexico Department of Finance and Administration in the amount of a total of \$20,000 towards this project if felt that this project would be beneficial for the city; and

**WHEREAS,** if approved, the city would enter into a Lease and Service Agreement with Safe Haven Baby Boxes, Inc. ("SHBB") and abide by the provisions and terms therein; and

**WHEREAS**, if a baby is surrendered to the baby box, an alarm would be transmitted to the Lea County Communication Authority ("LCCA"), the staff within the station, and the Fire Chief; and

WHEREAS, it is understood that pursuant to 2024 New Mexico Statutes Chapter 24 – Health and Safety, Article 22 – Safe Haven for Infants – Section 24-22-8 - Immunity: "A safe haven site and its staff are immune from criminal liability and civil liability for accepting an infant in compliance with the provisions of the Safe Haven for Infants Act but not for subsequent negligent medical care or treatment given to the infant," and a 2013 amendment specifies that "hospital" has been replaced with "safe haven site"; and

WHEREAS, the infant would be evaluated by EMS staff and turned over to CYFD; and

**NOW, THEREFORE, BE IT RESOLVED,** that the Lovington City Commission authorizes the City of Lovington to facilitate and enter into the lease agreement of said baby box, the total cost of which will be up to \$25,000.00, with an approximate annual fee of \$500.00.

DONE THIS 23<sup>RD</sup> 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: 6/23/2025



#### Item Type: Resolution

SUBJECT:Resolution 2025-054 - Approval of Lodgers Tax Request- FY 26 -1st Q.DEPARTMENT:City ClerkSUBMITTED BY:Shannon LesterDATE SUBMITTED:6/12/2025

#### COMPREHENSIVE PLAN IMPLEMENTATION:

#### STAFF SUMMARY:

1st Quarter Lodgers Tax Requests FY26 are as follows:

- Lea County Museum Joe King Concert 09.20.25
- Lea County Fair & Rodeo -Faith & Family Night 08.06.2025
- Lovington EDC Fiestas de Septiembre 09.20.25

The Lodgers Tax Board approved the following amount:

- Lea County Museum \$7,946.00, add funded by Lovington Lodgers Tax on advertising and advertise on the radio
- Lea County Fair & Rodeo \$6,000.00
- Lovington EDC \$8,200.00

Total amount recommended to be disbursed - \$22,146.00

#### FISCAL IMPACT:

\$22,146.00 from Lodgers Tax Fund

#### **RECOMMENDATION:**

approve

#### ATTACHMENTS:

Description Res 2025-054 - Approval of Lodgers Tax - FY26 Q1 Type Cover Memo

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

#### **RESOLUTION 2025-054**

#### A RESOLUTION APPROVING FY 2026 1ST QUARTER LODGERS TAX FUNDING

WHEREAS, NMSA 1978 3-38-15 allows for the City to impose a 5% lodgers tax; and

**WHEREAS**, utilization of these funds can be used to advertise, publicize, and support events that promote the municipality; and

WHEREAS, the Lovington Lodgers Tax Board convened on June 18, 2025 to consider 1st Quarter FY 2026 Funding requests for different programs that are conducted in Lovington; and

**WHEREAS,** the Board has made their funding recommendation and request the City Commission give their approval.

**NOW, THEREFORE, BE IT RESOLVED,** by the Lovington City Commission, that the FY 2026, 1st Quarter Lodgers Tax funding request, attached hereto for reference, is approved.

DONE THIS 23rd DAY OF JUNE, 2025

City of Lovington New Mexico

ATTEST:

HOWARD D. ROBERTS, MAYOR

SHANNON LESTER, CITY CLERK

#### CITY OF LOVINGTON COMMISSION STAFF SUMMARY FORM

MEETING DATE: 6/23/2025



#### Item Type: Resolution

SUBJECT:Resolution 2025-055 Subdivision summary plat approvalDEPARTMENT:Planning and ZoningSUBMITTED BY:Crystal R Ball, CFM, CZODATE SUBMITTED:6/11/2025

#### COMPREHENSIVE PLAN IMPLEMENTATION:

LU 1.0 Encourage compact and compatible development

#### STAFF SUMMARY:

Owner of the multiplex unit wishes to divide the unit into four lots so that each unit can be individually owned. The units will meet the required lot size and individual family unit size required by code.. Each junit is on it own utilities and metered separately, there are no shared utilities or services.

#### FISCAL IMPACT:

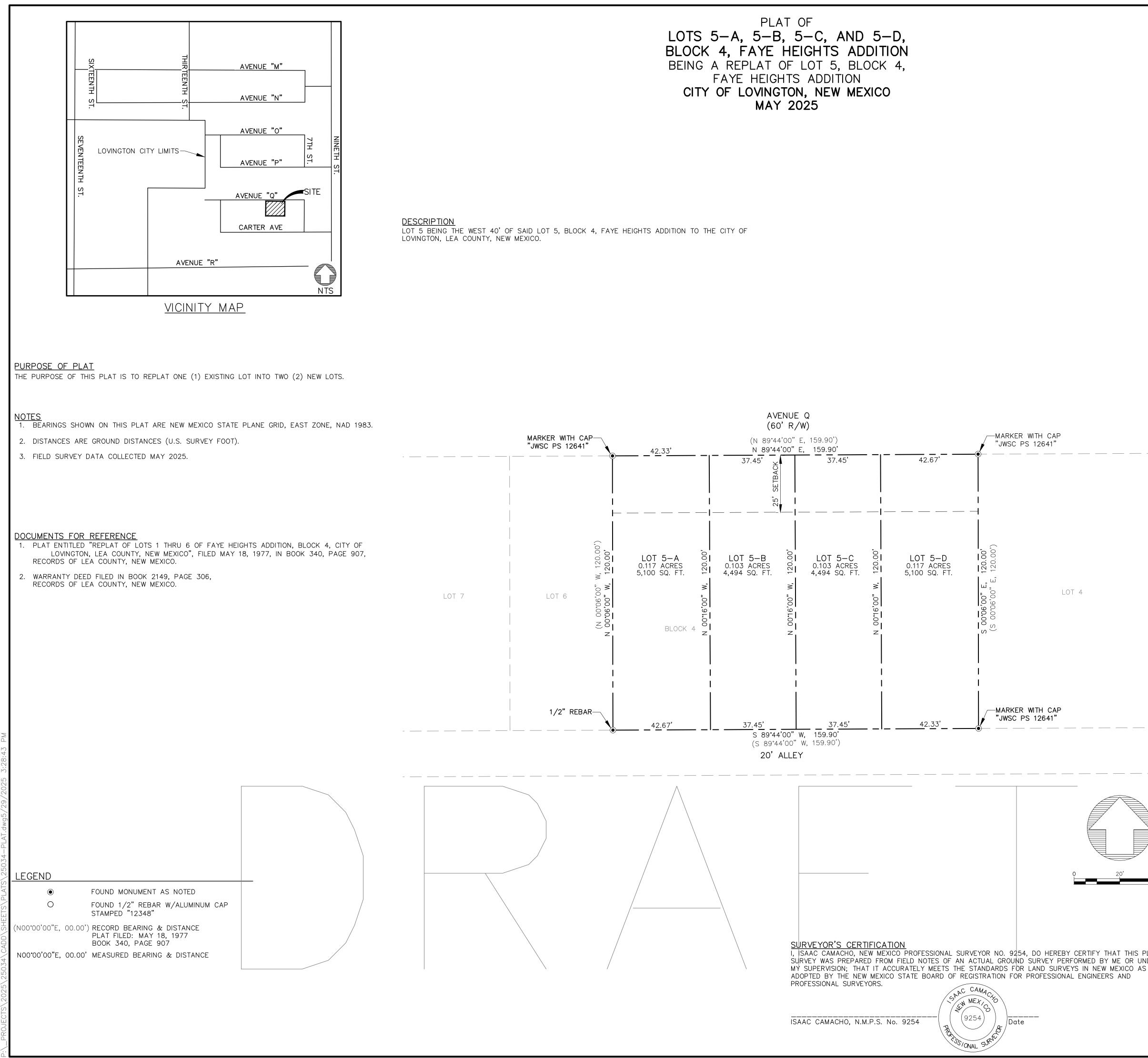
None

#### RECOMMENDATION:

Planning and Zoning Commission recommended approval, staff would request to approve and have owner get new 9-1-1 addressing done prior to the sale of any of the lots.

#### ATTACHMENTS:

Description summary plat application Resolutuib 2025-055 Type Cover Memo Cover Memo Cover Memo



	CERTIFICATE OF MUNICIPAL APPROVAL: I, DAVID A. MIRANDA, THE DULY APPOINTED CITY MANAGER FOR THE NEW MEXICO, DO HEREBY CERTIFY THAT THE PRECEDING PLAT IN THE NEW MEXICO WAS REVIEWED AND DEEMED COMPLIANT WITH THE MUNICIPAL SUBDIVISION REGULATIONS ON THISDAY OF	E CITY OF LOVINGTON, LEA COUNTY,
	DAVID A. MIRANDA, CITY MANAGER	
	SHANNON LESTER, CITY CLERK	
	ACKNOWLEDGEMENT: STATE OF NEW MEXICO) ) SS. COUNTY OF LEA)	
	ON THISDAY OF,2025, BEFORE ME MARTINEZ AND SHANNON LESTER KNOWN TO ME TO BE THE PERSON EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT TI FREE ACT AND DEED.	(S) DESCRIBED IN AND WHO HEY EXECUTED THE SAME AS THEIR
	WITNESS MY HAND AND OFFICIAL SEAL THE DAY, MONTH AND YEAR MY COMMISSION EXPIRES:	LAST ABOVE WRITTEN. 
	NOTARY PUBLIC	
	FREE CONSENT SURVEYED AND REPLATTED AND NOW COMPRISING, "LOTS 5-A & 5- ADDITION, CITY OF LOVINGTON, NEW MEXICO", WITH THE FREE CONSEN THE WISHES AND DESIRES OF THE UNDERSIGNED OWNER(S) AND PRO PLAT IS THEIR FREE ACT AND DEED.	NT OF AND IN ACCORDANCE WITH
	SAID OWNER(S) DO HEREBY WARRANT THAT THEY HOLD AMONG THEN IN FEE SIMPLE TO THE LAND REPLATTED. SAID OWNER(S) DO HEREBY CONSENT TO ALL OF THE FORGOING AND	
	ARE SO AUTHORIZED TO ACT.	
	OWNER: CATTILAC INVESTMENTS LLC	
	CATTILAC INVESTMENTS LLC DATE	-
	ACKNOWLEDGEMENT: STATE OF NEW MEXICO) )SS	
	LEA COUNTY)	
	ON THIS DAY OF, 2025, THE FOREGOING BEFORE ME BY	G INSTRUMENT WAS ACKNOWLEDGED
	WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST AB MY COMMISSION EXPIRES:	
7	NOTARY PUBLIC	
40'		
PLAT OF NDER S	[FC]	STATE OF NEW MEXICO COUNTY OF LEA FILED
	Fierro&Company	
	ENGINEERING   SURVEYING 3201 4TH ST. N.W., SUITE C	
	ALBUQUERQUE, NEW MEXICO 87107 PH 505.352.8930 www.fierrocompany.com	CABINET

#### **AFFIDAVIT BY OWNER(S)**

Type(s):		PARK – RV or MH		
	BUILDING (Residential)	PORCH	ALTERNATE SUMMARY RE-PLAT	
	BUILDING (Commercial)	ROOF / RE-ROOF	🔀 RE-PLAT (Major)	
	CAR PORT	SIGNAGE	SUBDIVISION(Preliminary)	
			SUBDIVISION (Final)	
			CONDITIONAL/SPECIAL USE	
	NEW HOME (Site built)	OTHER	ZONE CHANGE	
I (WE) HE	<b>REBY CERTIFY</b> that I am (we are) th	e owners of record of the prope	rty described as follows:	
Property	Address: <u>1007 - 1 (</u>	DOg/2 WAVEQ		
Legal Description: Faye His Addition, LOF5, Block 4				
I (WE) HA	<b>VE AUTHORIZED</b> the following indi	vidual(s) to act as my (our) agen	t with regard to this application:	
Agent:		Phone:		
Address:				

I (WE) UNDERSTAND, CONCUR AND AFFIRM that this application may be approved, approved with conditions or denied, and that as the property owner it is my responsibility to ensure that any conditions are complied with and to ensure that the property is maintained in a condition so as not to jeopardize the health, safety, or welfare of others and that compliance with all applicable City ordinances is required; and

I (WE) HEREBY EXECUTE THIS AFFIDAVIT in support of the proposed application as presented:

Owner 1: /	7			
By: Lawn Joh	1nson			
PRINTED NAME	) [			
By: AUMA VA	Num			
Date: 5/30/25				
' /				
State of	-			
County of	-			
l,	, certify that	<u> </u>	signed this document	
willingly and freely in my pres	sence and that the signatu	ure is genuinely his/hers.		
	Mv Co	mmission expires		

#### PLANNING AND ZONING APPLICATION

Type(s):		PARK – RV or MH		
	BUILDING (Residential)	D PORCH	ALTERNATE SUMMARY RE-PLAT	
	BUILDING (Commercial)	ROOF / RE-ROOF	RE-PLAT (Major)	
	CAR PORT	SIGNAGE	<b>SUBDIVISION</b> (Preliminary)	
		STORAGE UNIT	SUBDIVISION (Final)	
	FENCE	SEWER CONNECTION	CONDITIONAL/SPECIAL USE	
	MANUFACTURED HOME			
	MODULAR HOME	WATER CONNECTION		
	NEW HOME (Site built)	OTHER	ZONE CHANGE	
Applicant Name:       Lawra Johnson         Mailing Address:       Ug04 103°4 Sr         Ubbock, Tx 79424         Phone Number:       575-640-5908         Property Address (Site Location):       1007 - 10091/2         W Ave Q         Property Owner(s):       Lawra Johnson DBA (lattilae Invest ments, luce         Brief Description of Request:       Re-Plat the H-plex multi Family H3         (4) In dividual lots instead of (2)/0t       Subdivision:         Subdivision:       Faye 14ts Addition         Subdivision:       Subdivision         Value       Parcel Number:         You Dividual       10ts instead of (2)/0t         Subdivision:       Subdivision:         You Dividual       10ts instead of (2)/0t         Present Use of Property:       All units and perturbas				
	ignature: Auna him placement on the agenda, submit			
	ATION RECEIVED BY PLANNING AN		ice of your scheduled meeting.	
Signatu	re:	C	Date:	

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

#### **RESOLUTION NO. 2025 -055**

#### A RESOLUTION APPROVING THE SUBDIVISION OF LOT 5 BLOCK 4 OF THE FAYE HEIGHTS ADDITION

**WHEREAS**, the owner of the property located in the Faye Heights Addition, Block 4 Lot 5 has requested to subdivide this lot into four lots; and,

**WHEREAS**, the four lots will hold a portion of the multi- plex unit on the current property, dividing each unit on the separating walls, all having separate utilities; and,

**WHEREAS**, the City of Lovington Planning and Zoning Commission recommended approval of the subdivision plat at the last regularly scheduled meeting, with no additional requirements.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Lovington approved the subdivision of Lot 5 Block 4 of the Faye Heights addition into 4 individual lots.

PASSED, APPROVED, AND ADOPTED by the governing body at this meeting the 23<sup>th</sup> day of JUNE 2025.

City of Lovington New Mexico

ATTEST:

Howard Roberts, Mayor

Shannon Lester, City Clerk

#### CITY OF LOVINGTON COMMISSION STAFF SUMMARY FORM

MEETING DATE: 6/23/2025



#### Item Type: Resolution

SUBJECT:Resolution 2025-056 Approval of Participation in Local Government Road Fund<br/>Program Administered by New Mexico Department of TransportationDEPARTMENT:Planning and ZoningSUBMITTED BY:Crystal R Ball, CFM, CZODATE SUBMITTED:6/12/2025

#### COMPREHENSIVE PLAN IMPLEMENTATION:

TR 10.0 Support transportation funding alternatives at local and state levels, TR 1.0 Extend the useful lifespan of existing streets

#### STAFF SUMMARY:

The City has been awarded the LGRF program funding through NMDOT for the rehabilitation of 5th Street from Central Ave to Jefferson Ave. City Planning and Zoning Administrator, Crystal Ball applied for the grant back in February with the Commissioners support through resolution 2025-020. This is a 75 / 25 % match grant program. The original request was for 389,405.10 we were only awarded a portion of the total requested Planning and Zoning Administrator will rehabilitate a portion of street with the funds available working with an approved contractor to get the best repair for this roadway.

#### FISCAL IMPACT:

Grant NMDOT Share 75% = 139,433.00 City match 25% = 46,478.00 Total = 185,911.00

Additional funds requested to complete the section of 5th St = 203,494.00 This can be done with another grant next year, or the City can approve the additional cost?

#### **RECOMMENDATION:**

Approve Resolution of participation, naming Crystal R Ball as the agent of the City to oversee, secure extension, write up reports and request funding .

#### ATTACHMENTS:

Description Agreement with Resolution map Type Cover Memo Cover Memo

Contract No. Vendor No. <u>0000054447</u> Control No. <u>HW2L200668</u>

#### LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

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

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity's resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

#### 1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described in Control No. L200668, and the Public Entity's resolution attached as **Exhibit C**. See:

#### Rehabiliation

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

#### 2. Project Funding.

a. The estimated total cost for the Project is **One Hundred Eighty Five Thousand Nine Hundred Eleven Dollars and No Cents (\$185,911)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	
FY 2026 Local Government Road	\$139,433	\$46,478	\$185,911
<u>Fund</u>			
For the purpose stated above in Section 1.			
		Total Proje	ct Cost \$185,911

- **b.** The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
- **c.** Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

#### 3. The Department Shall:

Pay the Department's Share of Project Funding identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

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

#### 4. The Public Entity Shall:

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

and Cost form, attached as Exhibit B.

- 1. Within thirty (30) calendar days of completion, furnish the Department an AS BUILT Summary of Costs and Quantities form, attached as Exhibit C. The report should reflect the total cost of the Project as stated in the Project Certification of Design, Construction, and Cost form.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion is a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

#### 5. Both Parties Agree:

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

#### 6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on 12/31/2026. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

#### 7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.
- c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.

d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

#### 8. Third Party Beneficiary.

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

#### 9. Liability.

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

#### **10.** Contractors Insurance Requirements.

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

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

#### **11. Scope of Agreement.**

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

#### 12. Terms of this Agreement.

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

#### 13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not

limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

#### 14. Equal Opportunity Compliance.

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

#### 15. Appropriations and Authorizations.

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

#### 16. Accountability of Receipts and Disbursements.

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

#### 17. Severability.

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

#### **18.** Applicable Law.

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

#### 19. Amendment.

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

The remainder of this page is intentionally left blank.

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

#### NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: Dy:\_\_\_\_\_ Cabinet Secretary or Designee Date:

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

Date:

By:\_\_\_\_\_ Assistant General Counsel

**City of Lovington** 

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

Date: \_\_\_\_\_

Title: Mayor, Howard Roberts

Attest: \_\_\_\_\_\_\_ City of Lovington Clerk, Shannon Lester

#### EXHIBIT A PROJECT CERTIFICATION OF DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation District 2 LGRF Coordinator

Cooperative Agreement No Joint Powers Agreement No.	Control No. <u>HW2L200668</u> Control No.	
Entity:		
Scope of Work (Including Routes and Termini):		
I, the undersigned, in my capacity as that:	of	state

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

 and completed on \_\_\_\_\_\_, 20 \_\_\_\_; and

 3. That the total project cost of \_\_\_\_\_\_, with New Mexico Department

 of Transportation 75% share of \_\_\_\_\_\_ and the Public Entity share of \_\_\_\_\_\_ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

#### EXHIBIT B

#### AS BUILT SUMMARY

#### OF COSTS AND QUANTITIES

#### CONTRACT

ENTITY:	No.:	CN:
PROJECT No.:		
TERMINI:		
SCODE OF		
SCOPE OF WORK:		

ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED	FINAL	UNIT	FINAL
NO.			QUANTITY	QUANTITY	COST	COST
	•		· · ·	· · ·	•	

#### **EXHIBIT C** City of Lovington RESOLUTION 2025-056

## PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **City of Lovington** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **\$185,911** to be funded in proportional share by the parties hereto as follows:

Department Share	Public Entity Share	Total Project Cost
75%	25%	100%
\$139,433	\$46,478	\$185,911
	Share 75%	ShareShare75%25%

WHEREAS, the City of Lovington shall pay all costs, which exceed the total project cost of \$185,911.

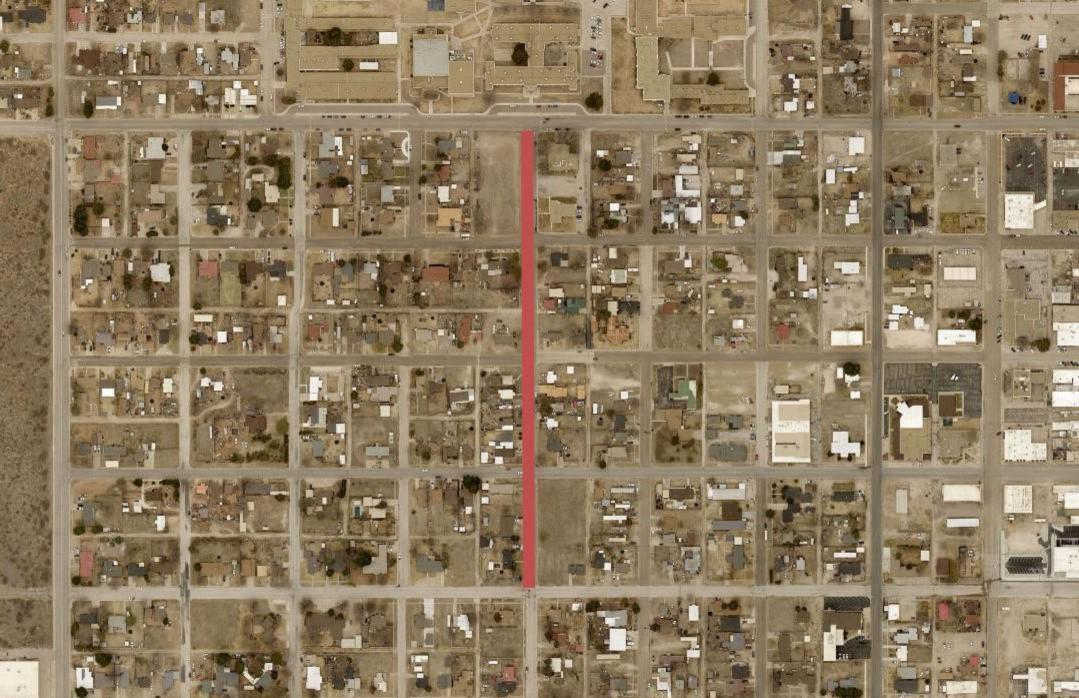
NOW THEREFORE, be it resolved in official session that **City of Lovington** determines, resolves, and orders as follows:

- a. The project for this Cooperative Agreement is adopted and has a priority standing.
- b. The Cooperative Agreement terminates on 12/31/2026 and the City of Lovington incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
- c. The agent of the **City of Lovington**, <u>Crystal R Ball</u>, <u>Planning & Zoning Administrator</u>, shall have signature authority to bind the **City of Lovington** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **City of Lovington** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **City of Lovington** to enter into Cooperative Agreement for Project Control Number **L200668** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2026** for **N 5th Street - Rehabiliation** within the control of **City of Lovington** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

Howard Roberts, City Mayor	DATE	
Crystal R Ball, Planning and Zoning Administrator	DATE	



#### **CITY OF LOVINGTON** COMMISSION STAFF SUMMARY FORM

MEETING DATE: 6/23/2025



#### Item Type: Resolution

SUBJECT:Resolution 2025-057 - Approval to Dispose of Certain City PropertyDEPARTMENT:City Managers OfficeSUBMITTED BY:David MirandaDATE SUBMITTED:6/12/2025

#### COMPREHENSIVE PLAN IMPLEMENTATION:

#### STAFF SUMMARY:

The City will hold an auction on July 12, 2025 to dispose of vehicles and other equipment as shown on the attached list.

#### FISCAL IMPACT:

unknown

#### **RECOMMENDATION:**

approve

#### ATTACHMENTS:

#### Description

Res 2025-057 - Approval to Dispose Certain City Property Appendix A - Dispose of City Property Type Cover Memo Cover Memo

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

#### **RESOLUTION NO. 2025-057**

#### A RESOLUTION FOR APPROVAL TO DISPOSE OF CERTAIN CITY PROPERTY

**WHEREAS,** The City of Lovington has multiple departments that have accumulated several nonfunctioning equipment; and

**WHEREAS,** The City of Lovington has identified city equipment that needs to be removed from the City Fixed Asset List and sent to auction; and

**WHEREAS,** The City of Lovington has compiled a list (appendix A) from all available departments; and

**WHEREAS,** The City of Lovington will have to send the approved list to the State of New Mexico Auditor for approval; and

**NOW, THEREFORE, BE IT RESOLVED,** that the Lovington City Commission approves the list (Appendix A) to be removed from the fixed asset list and authorizes the City Manager or designee the ability to prepare the items to go to auction.

DONE THIS 23<sup>rd</sup> DAY OF June, 2025 at

City of Lovington New Mexico

ATTEST:

Robbie Roberts, Mayor

Shannon Lester, City Clerk



## APPENDIX A AUCTION LIST - SATURDAY, JULY 12, 2025 CHAPPARAL PARK

### Streets Department

- (4) Gas Heaters (Value \$250 each)
- Pressure Washer No Heater on Pressure Washer (\$50)

## Fire Department

- 2015 F-450 XLT Super duty Cab and chassis (Value \$6,500)
- 1986 Ford Fire Engine Vin#1FDYD80UXGVA15932 (Value \$500)

## **Animal Control**

- Chevy Tahoe 2008 Vin#1GNFC13C88R224421 (Value \$2,000)
- 2022 Ford Maverick Vin#3FTTW8E90NRA64905 (Value \$10,000)

#### Senior Center

 2006 White Chevy Uplander - VIN#GNDV33L36D172963, (DOES NOT RUN) (Value \$500)

#### **Police Department Auction**

- 2010 Dodge Charger Vin# 2B3AA4CT2AH302998 (Value \$3,500)
- 2013 Chevy Tahoe Vin# 1GNLC2E07DR159891 (Value \$3,500)
- 2013 Dodge Charger Vin# 2C3CDXATXDH693099 (Value \$3,500)
- 2018 Ford Taurus Vin# 1FAHP2MT0JG104758 (Value \$3,500)
- 2016 Ford Explorer Vin# 1FM5K8AT7GGB65192 (Value \$3,500)

- 2016 Ford Explorer Vin# 1FM5K8ATOGGB65194 (Value \$3,500)
- 2016 Ford Explorer Vin# 1FM5K8AT6GGB65197 (Value \$3,500)
- 2014 Ford Explorer Vin#1FM5K8ARXEGA23405 (Value \$3,500)
- 2015 Chevy Tahoe Vin#1GNLC2EC2FR673547 (Value \$3,500)

#### Parks

- (2) Kawasaki Mule GM 1248, GM 1247 (\$200 each) DO NOT RUN
- (2) Golf Carts 5360590, 5323505 (value \$250 each) DO NOT RUN
- Truck VIN#IGCEC14TZ248724 (Value \$200 each) PARTS ONLY
- Truck VIN#3GCEC14VX6G170590 (Value \$200 each) PARTS ONLY
- Commercial Swimming Pool Equipment (Value \$3,000)

#### Wastewater

- (4) Golf Carts 5323514, 5323519, 5360559, 5360564 (Value \$250 each) DO NOT WORK
- Air Compressor (Value \$100)
- Orange Ford Tractor (Value \$1,500)

#### <u>Water</u>

- Kubota Mower Decks Model# RCK 60-F30 Serial# 22715 (Value \$100) PARTS ONLY
- Kubota Mower Decks Model# RCK 72-F30 Serial# 18658(Value \$100) PARTS ONLY
- Gravely Mower 42' Model# 915160 Serial# 010845(Value \$200) PARTS ONLY
- 2006 Chevy 2500 Parts only Vin# 1GCHC24U56E253782(Value \$250) PARTS ONLY
- 2005 Chevy 2500 Parts only Vin# 1GCHC24U95E258515(Value \$250) PARTS ONLY

## **CITY OF LOVINGTON** COMMISSION STAFF SUMMARY FORM

MEETING DATE: 6/23/2025



## Item Type: Resolution

SUBJECT:Resolution 2025-058 - Appointment of Planning & Zoning MembersDEPARTMENT:City ClerkSUBMITTED BY:Shannon LesterDATE SUBMITTED:6/12/2025

## COMPREHENSIVE PLAN IMPLEMENTATION:

## STAFF SUMMARY:

There are 3 positions vacant. The following people have submitted an interest in being appointed/reappointed to the Planning & Zoning Commission for a two-year term:

- Joel Gomez reappointment
- Scott Boldt reappointment
- Julia Myers appointment
- Keve Roberts Mabe appointment
- H Dee Branin appointment
- Larry Ridenour appointment
- Nikki Parsons appointment

### FISCAL IMPACT:

none

## **RECOMMENDATION:**

approve

## ATTACHMENTS:

Description Res 2025-058 - P&Z Appoinrmtents Type Cover Memo

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

#### **RESOLUTION 2025-058**

#### A RESOLUTION APPROVING APPOINTMENTS TO THE PLANNING AND ZONING 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 2.72 establishes the Planning and Zoning Commission; and

**WHEREAS,** the Lovington Planning and Zoning Commission is composed of seven persons serving two-year terms and appointed by the Mayor and confirmed by the City Commission; and

WHEREAS, there are three positions on the board that expire on June 30, 2025.

**NOW, THEREFORE, BE IT RESOLVED,** by the Lovington City Commission that the following individuals be appointed/reappointed to the Lovington Planning and Zoning Commission:

#### Lovington Planning and Zoning Commission NEW TERM TO EXPIRE JUNE 30, 2027

Reappoint Joel Gomez or Appoint	_
Reappoint Scott Boldt or Appoint	_
Appoint	_

Bryan Cooper (Term expires June 30, 2026) Chuck Johnson (Term expires June 30, 2026) Betty Price (Term expires June 30, 2026) Elaine Vigil (Term expires June 30, 2026) Joel Gomez (Term expires June 30, 2025) Dave Rowser (Term expires June 30, 2025) Scott Boldt (Term expires June 30, 2025)

DONE THIS 23rd DAY OF JUNE, 2025 at

City of Lovington New Mexico

ATTEST:

Howard Roberts, Mayor

Shannon Lester, City Clerk

South Forward	
Lovington	2

## Lovington, NM

# **Expense Approval Report**

## By Vendor Name

Payment Dates 6/5/2025 - 6/20/2025

PS			
Vendor Name	Description (Item)		Amount
Vendor: 10005 - 4Imprint			
4Imprint	Police 4Imprint Supplies	_	4,720.26
		Vendor 10005 - 4Imprint Total:	4,720.26
Vendor: 14703 - 575 DESIGNZ	,		
575 DESIGNZ	Police Grady Front Eyebrow W		35.00
575 DESIGNZ	Police Unit 13,14,15 Tint		4,575.00
010 0 2010112	. 0 20,2 ,20		4,610.00
Venden 10027 ACC Complia	and Color		.,
Vendor: 10037 - ACC Complia	-		01.10
ACC Compliance and Safety	Pre-Emp Inv 2538 Daniel Corr	Vandar 10027 ACC Compliance and Safety Tately	91.16
		Vendor 10037 - ACC Compliance and Safety Total:	91.16
	Heating and Air Condioning LLC		
After Hours Heating and Air C	Service call and labor for Air C		775.75
After Hours Heating and Air C	service call and 2.5 lbs of freon	_	382.53
		Vendor 13229 - After Hours Heating and Air Condioning LLC Total:	1,158.28
Vendor: 15337 - Andrus Brot	hers Roofing		
Andrus Brothers Roofing	Leg-Refund Duplicate Business	_	29.25
		Vendor 15337 - Andrus Brothers Roofing Total:	29.25
Vendor: 15340 - ARZIS LAWN	CARELLC		
ARZIS LAWN CARE LLC	Improvements to Lvt. Ball fiel		18,000.00
ARZIS LAWN CARE LLC	Improvements to Lvt. Ball fiel		18,000.00
ARZIS LAWN CARE LLC	Improvements to Lvt. Ball fiel		18,000.00
	improvements to Evt. buillet		54,000.00
			54,000.00
Vendor: 10189 - ASCO			
ASCO	street,light bulb for loader 62	— —	241.59
		Vendor 10189 - ASCO Total:	241.59
Vendor: 10205 - Audie's Copi	er Repair Service		
Audie's Copier Repair Service	copier maintenance for May 2		24.21
Audie's Copier Repair Service	copier maintenance	-	38.64
		Vendor 10205 - Audie's Copier Repair Service Total:	62.85
Vendor: 10264 - Ben E Keith	Amarillo		
Ben E Keith Amarillo	SC-food for meals/supplies-FF		480.45
Ben E Keith Amarillo	SC-food for meals/supplies-FF		277.19
Ben E Keith Amarillo	SC-food for meals/supplies-FF		166.31
Ben E Keith Amarillo	SC-food for meals/supplies-FF		180.61
Ben E Keith Amarillo	SC-food for meals/supplies-FF		108.37
Ben E Keith Amarillo	SC-food for meals/supplies-FF		313.06
		Vendor 10264 - Ben E Keith Amarillo Total:	1,525.99
Vendor: 15332 - Boehringer I	ngelheim Animal Health USA Inc.		
•	APS-Nexgard 4-10lb & 10-24lb		1,242.56
	APS- Nexgard Plus 33-66lbs		1,546.85
Boehringer Ingelheim Animal	-		1,340.85
0 0	APS- Nexgard Plus 8-17 lbs		1,393.54
	APS- Nexgard Plus 66-132 lbs		1,591.92
	APS- Nexgard Plus 17-33 lbs		1,501.76
Boehringer Ingelheim Animal	5		1,118.60
			9,766.57
Vender 13530 BOSDUSSIS			-,
Vendor: 13579 - BOERNER'S A			<i>cca c</i> o
BOERNER'S APPLIANCE. LLC	Fire-Water Valve		661.69
		Vendor 13579 - BOERNER'S APPLIANCE. LLC Total:	661.69

Vendor Name       Description (Item)         Vendor: 10340 - Breen Glass Service       windshields         Breen Glass Service       windshields         Vendor: 10378 - C E S       Secondary grant funding acco         C E S       Secondary grant funding acco         Vendor: 10403 - Cardinal Laboratories       Vendor 10378 - C E S Total:         Vendor: 10403 - Cardinal Laboratories       ww Sampling         Cardinal Laboratories       COMPUTER & EQUIPMENT         CDW Government, Inc.       COMPUTER & EQUIPMENT         Corder: 10436 - Center Point Large Print       Vendor: 10436 - Center Point Large	Amount 900.00 900.00 71,857.31 55,837.82 127,695.13 660.00 229.00 77.00 966.00 1,063.00 1,063.00
Breen Glass Service       windshields       Vendor 10340 - Breen Glass Service Total:         Vendor: 10378 - C E S       Secondary grant funding acco       Vendor 10378 - C E S Total:         C E S       Secondary grant funding acco       Vendor 10378 - C E S Total:         Vendor: 10403 - Cardinal Laboratories       Vendor 10378 - C E S Total:         Cardinal Laboratories       ww Sampling         Cardinal Laboratories       Wwo Sampling         Cardinal Laboratories       Wwo Sampling         Codinal Laboratories       Vendor 10430 - CDW Government, inc. T	900.00 71,857.31 55,837.82 127,695.13 6660.00 229.00 77.00 966.00 1,063.00 160.50
Vendor: 10378 - C E S         C E S       Balance of capital outlay grant         C E S       Secondary grant funding acco         Vendor: 10403 - Cardinal Laboratories       Vendor 10378 - C E S Total:         Cardinal Laboratories       ww Sampling         Cardinal Laboratories       Wendor: 10403 - CDW Government, Inc.         CDW Government, Inc.       COMPUTER & EQUIPMENT         Vendor: 10436 - Center Point Large Print       Library 2 Western bks. June20         Vendor: 15261 -	900.00 71,857.31 55,837.82 127,695.13 660.00 229.00 77.00 966.00 1,063.00 160.50
Vendor: 10378 - C E S         CES       Balance of capital outlay grant         CES       Secondary grant funding acco         Vendor: 10403 - Cardinal Laboratories         Cardinal Laboratories       ww Sampling         Cordinal Laboratories       ww Sampling         Vendor: 10430 - CDW Government, Inc.       COMPUTER & EQUIPMENT         CDW Government, Inc.       COMPUTER & EQUIPMENT         Vendor: 10436 - Center Point Large Print       Center Point Large Print         Center Point Large Print       Library 2 Western bks. June20         Vendor: 15261 - Computer Transition Services, LLC       Computer Transition Services, June - Cyber & Rescue	71,857.31 55,837.82 <b>127,695.13</b> 660.00 229.00 77.00 <b>966.00</b> 1,063.00 160.50
CES Balance of capital outlay grant CES Secondary grant funding acco Vendor: 10403 - Cardinal Laboratories Cardinal Laboratories ww Sampling Cardinal Laboratories ww Sampling CompUtER & EQUIPMENT Vendor: 10436 - Center Point Large Print Total: Vendor: 15261 - Computer Transition Services, June - Cyber & Rescue Compu Computer Transition Services, June - Cyber & Rescue Compu Vendor: 15261 - Computer Transition Services, June - Cyber & Rescue Compu Vendor: 15261 - Computer Transition Services, June - Cyber & Rescue Compu Vendor: 15261 - Computer Transition Services, LLC Total: Vendor: 15261 - Computer Tra	55,837.82 127,695.13 660.00 229.00 77.00 966.00 1,063.00 160.50
CES       Secondary grant funding acco       Vendor 10378 - CES Total:         Vendor: 10403 - Cardinal Laboratories       ww Sampling         Cardinal Laboratories       Vendor 10403 - CDW Government, Inc.         CDW Government, Inc.       COMPUTER & EQUIPMENT         CDW Government, Inc.       COMPUTER & EQUIPMENT         CPender: 10436 - Center Point Large Print       Labera Point Large Print Total:         Vendor: 15261 - Computer Transition Services, June - Cyber & Rescue Compu       Vendor 15261 - Computer Transition Services, LLC Total:         Vendor: 15262 - Coss & Sons F=r	55,837.82 127,695.13 660.00 229.00 77.00 966.00 1,063.00 160.50
Vendor: 10403 - Cardinal Laboratories         Cardinal Laboratories       ww Sampling         Cardinal Laboratories       wendor 10403 - Cardinal Laboratories Total:         Vendor: 10430 - CDW Government, Inc.       COM PUTER & EQUIPMENT         CDW Government, Inc.       COM PUTER & EQUIPMENT         Center Point Large Print       Library 2 Western bks. June20         Vendor: 15261 - Computer Transition Services, LLC       Vendor: 15261 - Computer Transition Services, June - Cyber & Rescue Compu         Computer Transition Services, June - Cyber & Rescue Compu       Vendor 15261 - Computer Transition Services, LLC Total:         Vendor: 10562	127,695.13 660.00 229.00 77.00 966.00 1,063.00 160.50
Vendor: 10403 - Cardinal Laboratories         Cardinal Laboratories       ww Sampling         Vendor: 10430 - CDW Government, Inc.       COMPUTER & EQUIPMENT         CDW Government, Inc.       COMPUTER & EQUIPMENT         Vendor: 10436 - Center Point Large Print       Vendor: 10430 - CDW Government, Inc. Total:         Vendor: 15261 - Computer Transition Services, LLC       Vendor 10436 - Center Point Large Print Total:         Vendor: 15261 - Computer Transition Services, June - Cyber & Rescue Compu       Vendor 15261 - Computer Transition Services, LLC Total:         Vendor: 10562 - Coss & Sons Fence Company       Vendor 15261 - Computer Transition Services, LLC Total:	660.00 229.00 77.00 <b>966.00</b> 1,063.00 160.50
Cardinal Laboratories ww Sampling Cardinal Laboratories ww Sampling CompUter State Computer Transition Services, LLC Computer Transition Services, June - Cyber & Rescue Compu Computer Transition Services, LLC Total: Vendor: 10562 - Coss & Sons Fence Company	229.00 77.00 <b>966.00</b> 1,063.00 160.50
Cardinal Laboratories ww Sampling Cardinal Laboratories ww Sampling Cardinal Laboratories ww Sampling Vendor 10430 - CDW Government, Inc. CDW Government, Inc. COMPUTER & EQUIPMENT CDW Government, Inc. COMPUTER & EQUIPMENT CDW Government, Inc. COMPUTER & EQUIPMENT CDW Government, Inc. COMPUTER & EQUIPMENT Vendor 10436 - Center Point Large Print Center Point Large Print Library 2 Western bks. June20 Vendor 10436 - Center Point Large Print Center Point Large Print Library 2 Western bks. June20 Vendor 10436 - Center Point Large Print Total: Vendor 10436 - Center Point Large Print Total: Vendor 15261 - Computer Transition Services, LLC Computer Transition Services, June - Cyber & Rescue Compu Computer Transition Services, June - Cyber & Rescue Compu Computer Transition Services, June - Cyber & Rescue Compu Computer Transition Services, June - Cyber & Rescue Compu Vendor 15261 - Computer Transition Services, LLC Total: Vendor 10562 - Coss & Sons Fence Company	229.00 77.00 <b>966.00</b> 1,063.00 160.50
Cardinal Laboratories       ww Sampling         Vendor: 10430 - CDW Government, Inc.       Vendor 10403 - Cardinal Laboratories Total:         CDW Government, Inc.       COMPUTER & EQUIPMENT         CDW Government, Inc.       COMPUTER & EQUIPMENT         Vendor: 10436 - Center Point Large Print       Vendor 10430 - CDW Government, Inc. Total:         Vendor: 10436 - Center Point Large Print       Library 2 Western bks. June20         Vendor: 15261 - Computer Transition Services, LLC       Vendor 10436 - Center Point Large Print Total:         Vendor: 15261 - Computer Transition Services, June - Cyber & Rescue Compu       Vendor 15261 - Computer Transition Services, LLC Total:         Vendor: 10562 - Coss & Sons Fence Company       Vendor 15261 - Computer Transition Services, LLC Total:	77.00 966.00 1,063.00 160.50
Vendor: 10430 - CDW Government, Inc.       COMPUTER & EQUIPMENT         CDW Government, Inc.       COMPUTER & EQUIPMENT         CDW Government, Inc.       COMPUTER & EQUIPMENT         Vendor: 10436 - Center Point Large Print       Vendor 10430 - CDW Government, Inc. Total:         Vendor: 10436 - Center Point Large Print       Library 2 Western bks. June20         Vendor: 15261 - Computer Transition Services, LLC       Vendor: 15261 - Computer Transition Services, June - Cyber & Rescue Compu         Computer Transition Services, June - Cyber & Rescue Compu       Vendor 15261 - Computer Transition Services, LLC Total:         Vendor: 10562 - Coss & Sons Fence Company       Vendor 15261 - Computer Transition Services, LLC Total:	<b>966.00</b> 1,063.00 160.50
Vendor: 10430 - CDW Government, Inc.         CDW Government, Inc.       COMPUTER & EQUIPMENT         CDW Government, Inc.       COMPUTER & EQUIPMENT         Vendor 10430 - CDW Government, Inc. Total:         Vendor: 10436 - Center Point Large Print         Center Point Large Print         Center Point Large Print         Center Point Large Print         Vendor: 15261 - Computer Transition Services, LLC         Computer Transition Services, LLC         Computer Transition Services, June - Cyber & Rescue Compu         Computer Transition Services, June - Cyber & Rescue Compu         Computer Transition Services, June - Cyber & Rescue Compu         Vendor: 15261 - Computer Transition Services, June - Cyber & Rescue Compu         Vendor: 15261 - Computer Transition Services, June - Cyber & Rescue Compu         Vendor: 15261 - Computer Transition Services, LLC Total:         Vendor: 15262 - Coss & Sons Fence Company	1,063.00 160.50
CDW Government, Inc.       COMPUTER & EQUIPMENT         CDW Government, Inc.       COMPUTER & EQUIPMENT         Vendor 10436 - Center Point Large Print         Center Point Large Print       Library 2 Western bks. June20         Vendor: 15261 - Computer Transition Services, LLC         Computer Transition Services, June - Cyber & Rescue Compu       Vendor 10436 - Center Point Large Print Total:         Computer Transition Services, June - Cyber & Rescue Compu       Vendor 15261 - Computer Transition Services, June - Cyber & Rescue Compu         Computer Transition Services, June - Cyber & Rescue Compu       Vendor 15261 - Computer Transition Services, LLC Total:         Vendor: 10562 - Coss & Sons Fence Company	160.50
CDW Government, Inc.       COMPUTER & EQUIPMENT         Vendor 10436 - Center Point Large Print         Center Point Large Print       Library 2 Western bks. June20         Vendor 10436 - Center Point Large Print         Center Point Large Print       Library 2 Western bks. June20         Vendor 10436 - Center Point Large Print Total:         Vendor: 15261 - Computer Transition Services, LLC         Computer Transition Services, June - Cyber & Rescue Compu       Vendor 10436 - Center Point Large Print Total:         Computer Transition Services, June - Cyber & Rescue Compu       Vendor 10436 - Center Point Large Print Total:         Computer Transition Services, June - Cyber & Rescue Compu       Vendor 10436 - Center Point Large Print Total:         Vendor: 10562 - Coss & Sons Fence Company       Vendor 15261 - Computer Transition Services, LLC Total:	160.50
Vendor: 10436 - Center Point Large Print       Vendor: 10436 - Center Point Large Print         Center Point Large Print       Library 2 Western bks. June20         Vendor: 15261 - Computer Transition Services, LLC       Vendor: 15261 - Computer Transition Services, June - Cyber & Rescue Compu         Computer Transition Services, June - Cyber & Rescue Compu       Vendor: 15261 - Computer Transition Services, June - Cyber & Rescue Compu         Computer Transition Services, June - Cyber & Rescue Compu       Vendor: 15261 - Computer Transition Services, LLC Total:         Vendor: 10562 - Coss & Sons Fence Company       Vendor: 10562 - Coss & Sons Fence Company	
Vendor: 10436 - Center Point Large Print       Library 2 Western bks. June20         Center Point Large Print       Library 2 Western bks. June20         Vendor 10436 - Center Point Large Print Total:         Vendor: 15261 - Computer Transition Services, LLC         Computer Transition Services, June - Cyber & Rescue Compu       Vendor 10436 - Center Point Large Print Total:         Computer Transition Services, June - Cyber & Rescue Compu       Vendor 105261 - Computer Transition Services, LLC Total:         Vendor: 10562 - Coss & Sons Fence Company       Vendor: 10562 - Coss & Sons Fence Company	
Center Point Large Print       Library 2 Western bks. June20         Vendor: 15261 - Computer Transition Services, LLC       Vendor 10436 - Center Point Large Print Total:         Computer Transition Services, June - Cyber & Rescue Compu       Computer Transition Services, June - Cyber & Rescue Compu         Computer Transition Services, June - Cyber & Rescue Compu       Vendor 15261 - Computer Transition Services, LLC Total:         Vendor: 10562 - Coss & Sons Fence Company       Vendor 15261 - Computer Transition Services, LLC Total:	1,223.50
Vendor 10436 - Center Point Large Print Total: Vendor: 15261 - Computer Transition Services, LLC Computer Transition Services, June - Cyber & Rescue Compu Computer Transition Services, June - Cyber & Rescue Compu Computer Transition Services, June - Cyber & Rescue Compu Vendor 15261 - Computer Transition Services, LLC Total: Vendor: 10562 - Coss & Sons Fence Company	
Vendor: 15261 - Computer Transition Services, LLC Computer Transition Services, June - Cyber & Rescue Compu Computer Transition Services, June - Cyber & Rescue Compu Computer Transition Services, June - Cyber & Rescue Compu Vendor 15261 - Computer Transition Services, LLC Total: Vendor: 10562 - Coss & Sons Fence Company	46.74
Computer Transition Services, June - Cyber & Rescue Compu Computer Transition Services, June - Cyber & Rescue Compu Computer Transition Services, June - Cyber & Rescue Compu Vendor 15261 - Computer Transition Services, LLC Total: Vendor: 10562 - Coss & Sons Fence Company	46.74
Computer Transition Services, June - Cyber & Rescue Compu Computer Transition Services, June - Cyber & Rescue Compu Vendor 15261 - Computer Transition Services, LLC Total: Vendor: 10562 - Coss & Sons Fence Company	
Computer Transition Services, June - Cyber & Rescue Compu Vendor 15261 - Computer Transition Services, LLC Total: Vendor: 10562 - Coss & Sons Fence Company	419.36
Vendor 15261 - Computer Transition Services, LLC Total: Vendor: 10562 - Coss & Sons Fence Company	3,328.79
Vendor: 10562 - Coss & Sons Fence Company	795.73
	4,543.88
Coss & Sons Fence Company Improvements to Lvt. Ball fiel	
	1,922.58
Coss & Sons Fence Company Improvements to Lvt. Ball fiel	17,179.32
Coss & Sons Fence Company Improvements to Lvt. Ball fiel	17,673.85
Vendor 10562 - Coss & Sons Fence Company Total:	36,775.75
Vendor: 10613 - Daco Fire Equipment	
Daco Fire Equipment Fire Brush Truck Grant Equip	4,493.00
Daco Fire Equipment Fire Brush Truck Change Order	12,500.00
Daco Fire Equipment Brush Truck	295,507.00
Vendor 10613 - Daco Fire Equipment Total:	312,500.00
Vendor: 14748 - DASH ELECTRIC LLC	
DASH ELECTRIC LLC WW-Electrical Repairs	420.00
Vendor 14748 - DASH ELECTRIC LLC Total:	420.00
Vendor: 14328 - Dawg Police And Fire Gear	
Dawg Police And Fire Gear Police Vehicles Grant 23-H3053	652.00
Dawg Police And Fire Gear Police Dawg- Morales Pants	69.99
Dawg Police And Fire Gear Police Uniform - Grady	474.92
Vendor 14328 - Dawg Police And Fire Gear Total:	1,196.91
Vendor: 13808 - Dealers First Financial LLC	
Dealers First Financial LLC Finance Dept. Copier Agreem	116.24
Dealers First Financial LLC Police Dealers First Finance C	124.84
Dealers First Financial LLC Leg-Copier Contract	172.88
Dealers First Financial LLC Leg-Copier Contract	172.88
Vendor 13808 - Dealers First Financial LLC Total:	586.84
Vendor: 10712 - Double 'R' Pipe & Supply	
Double 'R' Pipe & Supply Parks Structural Tubing	176.55
Vendor 10712 - Double 'R' Pipe & Supply Total:	176.55
Vendor: 10904 - Forrest Tire Co.	
Forrest Tire Co. ww Backhoe tire	576.90
Vendor 10904 - Forrest Tire Co. Total:	576.90
Vendor: 10934 - Gale/Cengage Learning	
Gale/Cengage Learning Library 2 Mys. bks May 2025	
	131.95

Expense Approval Report		Payment Dates: 6/5/2025	5 - 6/20/2025
Vendor Name	Description (Item)		Amount
Gale/Cengage Learning Gale/Cengage Learning	Library Mystery 2 (4 books Ma Library Mystery 2 (4 books Ma		72.13 38.08
		Vendor 10934 - Gale/Cengage Learning Total:	242.16
Vendor: 10960 - Gebo Credit	t Corporation		
Gebo Credit Corporation	APS-Zip ties, cat food, fly spray		406.54
Gebo Credit Corporation	APS-WATERR BUCKETS. ECT		308.30
Gebo Credit Corporation	APS-dog food, puppy food		918.71
Gebo Credit Corporation	APS-kitty litter, cat food	Vendor 10960 - Gebo Credit Corporation Total:	<u>371.41</u> <b>2,004.96</b>
			2,004.50
Vendor: 10971 - General We	•		20.00
General Welding Supply	Water- welding gloves		<u>36.00</u> <b>36.00</b>
Vandam 14500 1120 Ta Ca			50.00
<b>Vendor: 14588 - H2O To Go</b> H2O To Go	P&Z water for Troy Harris bldg		11.90
H2O To Go	Police H20 Inv June		29.75
H2O To Go	Ctiv Hall Water		41.65
		Vendor 14588 - H2O To Go Total:	83.30
Vendor: 11050 - Haarmeyer	Electric		
Haarmeyer Electric	ww Monthly Lift Station Scada		165.00
		Vendor 11050 - Haarmeyer Electric Total:	165.00
Vendor: 11081 - Heidel, Sam	iberson, Cox & Mcmahon, LLC		
Heidel, Samberson, Cox & M.			4,590.30
		Vendor 11081 - Heidel, Samberson, Cox & Mcmahon, LLC Total:	4,590.30
Vendor: 11108 - Hobbs New	vs-Sun		
Hobbs News-Sun	leg-Adv Oil & Gas Appreciation		943.01
		Vendor 11108 - Hobbs News-Sun Total:	943.01
Vendor: 11133 - Hospital Ser	rvices Corporation		
Hospital Services Corporation	Pre-Employment Checks June	_	458.77
		Vendor 11133 - Hospital Services Corporation Total:	458.77
Vendor: 11140 - Huber Tech	nology, Inc.		
Huber Technology, Inc.	ww PCS part for blower #2	—	1,764.58
		Vendor 11140 - Huber Technology, Inc. Total:	1,764.58
Vendor: 13382 - Indoff Incor	-		
Indoff Incorporated	rubber mats		449.09
Indoff Incorporated	SC-office supplies/water/coff	Vandar 12282 Judaff Incomparated Tatal	1,826.55
	_	Vendor 13382 - Indoff Incorporated Total:	2,275.64
Vendor: 14957 - IT Works, LL			127.00
IT Works, LLC	Police iTWork Spillman URL a	Vendor 14957 - IT Works, LLC Total:	<u>127.88</u> <b>127.88</b>
			127.00
Vendor: 15336 - JR General S JR General Services LLC			2 125 00
JK General Services LLC	Painting-City Hall		3,125.00 <b>3,125.00</b>
Vander: 14667 UIST DETTE			0,120.00
Vendor: 14667 - JUST BETTEI JUST BETTER AIR, LLC	A/C Repair at Troy Harris Bldg		265.61
	Are repair at they harris blog		265.61
Vendor: 11477 - Lea County	Flectric		
Lea County Electric	Jackson Ave Construction proj		9,559.06
Lea County Electric	ELECTRIC BILL-DENTON		502.25
Lea County Electric	ELECTRIC BILL-CTY HALL		691.89
Lea County Electric	ELECTRIC BILL-PRKS		2,563.38
Lea County Electric	ELECTRIC BILL-POOL		80.00
Lea County Electric	ELECTRIC BILL-MUSEUM		293.46
Lea County Electric	ELECTRIC BILL-LIB		586.08
Lea County Electric Lea County Electric	ELECTRIC BILL-ANIMAL CONT ELECTRIC BILL-POLICE		373.02 1,206.86
Lea County Electric	ELECTRIC BILL-FIRE		917.18

Expense Approval Report		Payment Dates: 6/5/2025	5 - 6/20/2025
Vendor Name	Description (Item)		Amount
Lea County Electric	ELECTRIC BILL-TROY HARRIS		729.82
Lea County Electric	ELECTRIC BILL-STRT		13,176.18
Lea County Electric	ELECTRIC BILL-MVD		471.92
Lea County Electric	ELECTRIC BILL-CEM		152.59
Lea County Electric	ELECTRIC BILL-YOUTH CENTER		814.28
Lea County Electric	ELECTRIC BILL-SNR.CIT		813.54
Lea County Electric	ELECTRIC BILL-MAGISTRATE C		532.36
Lea County Electric	ELECTRIC BILL-WATER		24,088.60
Lea County Electric	ELECTRIC BILL-SOLID WASTE		296.50
Lea County Electric	ELECTRIC BILL-WASTE WATER		12,199.02
Lea County Electric	ELECTRIC BILL-AMBULANCE		917.18
		Vendor 11477 - Lea County Electric Total:	70,965.17
Vendor: 11498 - LEACO			
LEACO	COURT - MUNICIPAL- INTERN		590.59
LEACO	CITY HALL-INTERNET		249.93
LEACO	CITY HALL		999.74
LEACO	CTY HALL		111.23
LEACO	PLANNING & ZONING		86.79
LEACO	PARKS		252.72
LEACO	POOL		92.94
LEACO	CEMETARY		146.67
LEACO	POLICE		934.85
LEACO	HARRIS/DENTON (CHAMBER)		371.21
LEACO	MAIN ST.		44.40
LEACO	STREET		351.85
LEACO	DENTON		114.97
LEACO	MOTOR VEHICLE		374.22
LEACO	YOUTH CENTER		592.91
LEACO	SNR CENTER-PHONE		222.48
LEACO	SNR CENTER- INTERNET		389.25
LEACO	COURT- MAGISTRATE		58.54
LEACO	WATER YRD		184.77
LEACO	WATER UTILITIES DEPT		249.93
LEACO	SOLID WASTE		249.93
LEACO	WASTE WATER DEPT BUILDING		817.68
LEACO	FIRE		998.18
		Vendor 11498 - LEACO Total:	8,485.78
Vendor: 11492 - LINDA WE	STALL TAVLOR DVM		
LINDA WESTALL TAYLOR DV			481.50
	W Aps surgeries	Wendor 11492 - LINDA WESTALL TAYLOR DVM Total:	481.50
			402100
Vendor: 11544 - Lovington			
Lovington Auto Supply	Police LovingtonAuto Gloves	······································	18.48
		Vendor 11544 - Lovington Auto Supply Total:	18.48
Vendor: 11557 - Lovington	Leader		
Lovington Leader	Advertising wanted ad & legals		43.66
Lovington Leader	Advertising wanted ad & legals		28.41
Lovington Leader	Advertising wanted ad & legals		30.56
Lovington Leader	Advertising wanted ad & legals		10.91
Lovington Leader	Advertising wanted ad & legals		192.60
Lovington Leader	Advertising wanted ad & legals		512.53
		Vendor 11557 - Lovington Leader Total:	818.67
Vendor: 11564 - Lovington	Tire Service, Inc.		
Lovington Tire Service, Inc.	Police Lvt Tire June		457.48
Lovington Tire Service, Inc.	Police Lvt Tire June		320.10
<u> </u>		Vendor 11564 - Lovington Tire Service, Inc. Total:	777.58
Vendor: 14992 - M & W W/		<b>,</b> ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
M & W WATER WELL SERVI			9,399.83
			5,555.65

Expense Approval Report		Payment Dates: 6/5/202	
Vendor Name	Description (Item)		Amou
M & W WATER WELL SERVICE	well 5	_	8,346.8
		Vendor 14992 - M & W WATER WELL SERVICE Total:	17,746.6
Vendor: 11773 - MWI Veterin	ary Supplies		
MWI Veterinary Supplies	APS-Gauze, Euth, Gent, 3cc, S		691.4
MWI Veterinary Supplies	APS-Gauze, Euth, Gent, 3cc, S		128.6
		Vendor 11773 - MWI Veterinary Supplies Total:	820.0
Vendor: 11836 - NEW MEXIC	D BOARD OF PHARMACY		
NEW MEXICO BOARD OF PHA	AMBULANCE- NM REGULATI	_	25.0
		Vendor 11836 - NEW MEXICO BOARD OF PHARMACY Total:	25.0
Vendor: 11842 - New Mexico	Finance Authority		
New Mexico Finance Authorit	y NMFA DW-2018 Client ID:151		15,429.9
New Mexico Finance Authorit	y NMFA PPRF-5697 Client ID:15	_	25,903.7
		Vendor 11842 - New Mexico Finance Authority Total:	41,333.7
Vendor: 11847 - New Mexico	Gas Company		
New Mexico Gas Company	GAS BILL -PRKS		62.7
New Mexico Gas Company	GAS BILL-MUSEUM		150.0
New Mexico Gas Company	GAS BILL -POLICE		114.4
New Mexico Gas Company	GAS BILL -FIRE		186.2
New Mexico Gas Company	GAS BILL-TROY HARRIS		50.1
New Mexico Gas Company	GAS BILL -STRT		68.5
New Mexico Gas Company	GAS BILL -YC		108.5
New Mexico Gas Company	SR. CITIZENS GAS		78.5
New Mexico Gas Company	GAS MAGISTRATE COURT		42.4
New Mexico Gas Company	GAS BILL WATER		194.5
New Mexico Gas Company	GAS BILL-WW		74.3
		Vendor 11847 - New Mexico Gas Company Total:	1,130.4
Vendor: 15350 - NICOLE RATH			
NICOLE RATKOWSKI	Police Nicole food reimburse	. –	68.5
		Vendor 15350 - NICOLE RATKOWSKI Total:	68.5
Vendor: 12009 - P & D Petrol	eum, Inc		
P & D Petroleum, Inc	Ambulance-Fuel		3,748.4
P & D Petroleum, Inc	Cemetery May Fuel Bill 2025		1,054.2
P & D Petroleum, Inc	Fire-Fuel		791.3
P & D Petroleum, Inc	APS- Gas May		628.6
P & D Petroleum, Inc	P&Z Fuel for truck		68.7
P & D Petroleum, Inc	Parks May Fuel Bill		1,284.8
P & D Petroleum, Inc	Police P & D Petroleum Inc. M		4,591.1
P & D Petroleum, Inc	SC-gas for vans-FF		401.4
P & D Petroleum, Inc	fuel		2,228.1 2,751.3
P & D Petroleum, Inc	ww May Fuel Bill		<u> </u>
			17,540.5
Vendor: 12057 - Penguin Mai	-		
Penguin Management, Inc.	Fire-Lieutenant Phone Plan	·····	617.7
		Vendor 12057 - Penguin Management, Inc. Total:	617.7
Vendor: 12075 - Pettigrew &	Associates, P. A.		
Pettigrew & Associates, P. A.	Jackson Avenue bidding propo	_	6,682.7
		Vendor 12075 - Pettigrew & Associates, P. A. Total:	6,682.7
Vendor: 12108 - Porter Lee Co	orp.		
Porter Lee Corp.	PoliceBeast Evidence System	_	1,045.0
		Vendor 12108 - Porter Lee Corp. Total:	1,045.0
Vendor: 14820 - PREMIER W/	ATERWORKS INC.		
PREMIER WATERWORKS INC	16" bell pack restraint kit		9,190.0
			9,190.0
Vandari 12122 Des Tessi !!!	~		.,
Vendor: 12133 - Pro-Treat LL	2 Parks Mower Repair		162.5
Dro Troat LLC			102.5
Pro-Treat LLC	-		
Pro-Treat LLC Pro-Treat LLC Pro-Treat LLC	cem, maintenance on mower parks mower maintenance		645.9 918.1

Expense Approval Report		Payment Dates: 6/5/202	5 - 6/20/2025
Vendor Name	Description (Item)		Amount
Pro-Treat LLC	parks mower maintenance		1,221.51
Pro-Treat LLC	ww mower deck	_	1,848.26
		Vendor 12133 - Pro-Treat LLC Total:	4,796.39
Vendor: 14999 - PVS DX INC			
PVS DX INC	ww Chlorine Rental		110.00
PVS DX INC	ww Chlorine		2,721.48 <b>2,831.48</b>
Vendor: 14004 - Quadient Lea	sing USA Inc		_,
Quadient Leasing USA, Inc.	Mail machine rental agreeme		434.62
Quadient Leasing USA, Inc.	Mail machine rental agreeme		869.27
Quadient Leasing USA, Inc.	Mail machine rental agreeme	=	869.27
		Vendor 14004 - Quadient Leasing USA, Inc. Total:	2,173.16
Vendor: 15295 - Quail Energy	Services, LP		
Quail Energy Services, LP	ww Starter		9,934.20
		Vendor 15295 - Quail Energy Services, LP Total:	9,934.20
Vendor: 13140 - Quantem Lab			
Quantem Laboratories	PROFESSIONAL SERVICES FOR	······································	16.00
		Vendor 13140 - Quantem Laboratories Total:	16.00
Vendor: 12168 - R & M ENTER			
R & M ENTERPRISE	Logo's for Animal Control Unit		80.00
R & M ENTERPRISE	APS- logo truck 702	Vendor 12168 - R & M ENTERPRISE Total:	80.00 160.00
Vendor: 12191 - Ramirez & So			
Ramirez & Sons	Jackson Ave construction TPF		456,804.40
			456,804.40
Vendor: 12213 - Reid Insurand	e Group, Inc		
Reid Insurance Group, Inc.	Vin inspection bond for Magda		300.00
			300.00
Vendor: 12250 - Roberts Oil 8	Lube		
Roberts Oil & Lube	Police Roberts Oil June		180.00
Roberts Oil & Lube	Police Roberts Oil June	_	106.00
		Vendor 12250 - Roberts Oil & Lube Total:	286.00
Vendor: 12337 - San Bar Cons	truction Corp		
San Bar Construction Corp	Street, paint white		1,973.43
		Vendor 12337 - San Bar Construction Corp Total:	1,973.43
Vendor: 14671 - SMITH POWE			4 707 00
SMITH POWER PRODUCTS INC	generators	Vendor 14671 - SMITH POWER PRODUCTS INC Total:	<u>1,787.00</u> <b>1,787.00</b>
			1,707.00
Vendor: 12438 - Solid Waste A Solid Waste Authority	9975		5,539.38
Solid Waste Authority	5575		5,539.38
Vendor: 12442 - Southeastern	NM Economic Dovol	· · · · · · · · · · · · · · · · · · ·	
	Professional Services Fiscal Ag		11,650.00
	5		11,650.00
Vendor: 12475 - Squeaky Clea	n		
Squeaky Clean	Magistrate Cleaning		1,284.00
		Vendor 12475 - Squeaky Clean Total:	1,284.00
Vendor: 12531 - Superior Prin	ting Service, Inc		
Superior Printing Service, Inc	BUSINESS CARDS/ STAMPS	_	346.50
		Vendor 12531 - Superior Printing Service, Inc Total:	346.50
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		348.03
SYSCO West Texas, Inc. SYSCO West Texas, Inc.	SC-food for meals/supplies-FF SC-food for meals/supplies-FF		580.06 1,005.43
JIJCO WESLIEXOS, IIIC.	SC-1000 101 ITEAIS/SUPPRES-FF		1,005.43

Expense Approval Report		Payment Dates: 6/5/2025	5 - 6/20/2025
Vendor Name	Description (Item)		Amount
SYSCO West Texas, Inc.	SC-food for meals/supplies-FF		31.32
SYSCO West Texas, Inc.	SC-food for meals/supplies-FF		18.79
SYSCO West Texas, Inc.	SC-food for meals/supplies-FF		54.29
SYSCO West Texas, Inc.	SC-food for meals/supplies-FF		404.38
SYSCO West Texas, Inc.	SC-food for meals/supplies-FF		673.97
SYSCO West Texas, Inc.	SC-food for meals/supplies-FF		1,168.20
SYSCO West Texas, Inc.	SC-food for meals/supplies-FF		394.51
SYSCO West Texas, Inc.	SC-food for meals/supplies-FF		2,568.26
		Vendor 12555 - SYSCO West Texas, Inc. Total:	7,253.74
Vendor: 15034 - TRUE NORTH	SOFTWARE LLC		
TRUE NORTH SOFTWARE LLC	Police True North May Inv	_	236.00
		Vendor 15034 - TRUE NORTH SOFTWARE LLC Total:	236.00
Vendor: 12833 - Vanguard Hea	alth & Safety Servi		
Vanguard Health & Safety Serv	-		585.50
Vanguard Health & Safety Serv	i Pre-Emp: Inv #8019, 8048, 80		2,026.35
		Vendor 12833 - Vanguard Health & Safety Servi Total:	2,611.85
Vendor: 12838 - Verizon			
Verizon	VERIZON -EXEC		82.32
Verizon	VERIZON-PLANNING \$ ZONING		22.42
Verizon	VERIZON-PLANNING \$ ZONING		61.18
Verizon	VERIZON -CE		288.06
Verizon	-VERIZON -POL		1,345.31
Verizon	VERIZON-FIRE		326.27
Verizon	VERIZON-PLANNING \$ ZONING		83.80
Verizon	VERIZON-STRT		162.40
Verizon	VERIZON -CEM		87.32
Verizon	VERIZON -SR.CIT		123.48
Verizon	VERIZON -WAT		564.34
Verizon	VERIZON-PLANNING \$ ZONING		303.39
Verizon	VERIZON -FIRE	Vendor 12838 - Verizon Total:	142.52 3,592.81
Vandam 15246 VISA 0120 DO	UCE DEDT 2	Vender 12555 Venzen rotal.	3,352.01
Vendor: 15246 - VISA 0130 PO VISA 0130 POLICE DEPT 3	Police Briana B. NMDOT Train		31.33
VISA 0130 POLICE DEPT 3	Police Per Diem Chacon EMS		135.70
VISA 0130 POLICE DEPT 3	Police DV Training T. Grady Fo		193.07
VISA 0130 POLICE DEPT 3	Police IA Training Food Brown		104.84
VISA 0130 POLICE DEPT 3	Police Domestic Violence T. G		56.19
	Police Gas Chacon EMS Confe		38.58
VISA 0130 POLICE DEPT 3 VISA 0130 POLICE DEPT 3			273.61
VISA 0130 POLICE DEPT 3	Police Fuel IA Training Brown		80.78
	Police Briana B. NMDOT Train		35.62
VISA 0130 POLICE DEPT 3	Police Amazon Supply Order I		
VISA 0130 POLICE DEPT 3	Police T. Grady Grant Training		499.00
VISA 0130 POLICE DEPT 3	Police Chacon Hotel April 20-2		601.59
VISA 0130 POLICE DEPT 3 VISA 0130 POLICE DEPT 3	Police Certified Mail Evidence Police- Code Enforcement Van		5.58 94.01
VISA 01501 OLICE DEI 1 5	Police Code Emolecement Val	Wendor 15246 - VISA 0130 POLICE DEPT 3 Total:	2,149.90
Vendor: 15328 - VISA 0247 PO	LICE DEPT 2		_,
VISA 0247 POLICE DEPT 2	Police T. Grady & C. Leyva FBI		387.81
VISA 0247 POLICE DEPT 2	Police T. Grady & C. Leyva FBI		387.81
VISA 0247 POLICE DEPT 2	Police Food For Gear Pick Up		30.62
VISA 0247 POLICE DEPT 2 VISA 0247 POLICE DEPT 2	P. Hitchcock Hotel - FBI Confe		30.02
VISA 0247 POLICE DEPT 2 VISA 0247 POLICE DEPT 2			691.93
	Police Amazon Supply May Or Police Coffee Curs and Hand		12.04
VISA 0247 POLICE DEPT 2	Police Coffee Cups and Hand		
VISA 0247 POLICE DEPT 2	Police Amanda and Grady Pol		134.26
VISA 0247 POLICE DEPT 2	Police Lock-in Stitch Embroide		119.75
	Police Bobs Thriftway Floats		121.67
VISA 0247 POLICE DEPT 2	-		
VISA 0247 POLICE DEPT 2 VISA 0247 POLICE DEPT 2	Police Albertsons Ice Cream,		
VISA 0247 POLICE DEPT 2 VISA 0247 POLICE DEPT 2 VISA 0247 POLICE DEPT 2 VISA 0247 POLICE DEPT 2 VISA 0247 POLICE DEPT 2	-		150.82 185.06 75.41

Expense Approval Report		Payment Dates: 6/5/202	5 - 6/20/2025
Vendor Name	Description (Item)		Amount
VISA 0247 POLICE DEPT 2	Police Special Budget Beverag		66.17
VISA 0247 POLICE DEPT 2	Police Special Budget Cake Pol		29.99
VISA 0247 POLICE DEPT 2	Police Texas Road House Gift		500.00
VISA 0247 POLICE DEPT 2	Police 5.11 Special Budget Hats		96.00
VISA 0247 POLICE DEPT 2	Police Dollar Tree Decor		48.69
VISA 0247 POLICE DEPT 2	Police Special Budget Officers		467.82
VISA 0247 POLICE DEPT 2	Police Cloud Croft Hotel Stay		186.14
VISA 0247 POLICE DEPT 2	Police Special Budget 5.11 Gear		1,038.75
VISA 0247 POLICE DEPT 2	police Special Budget Cloudcro	_	250.00
		Vendor 15328 - VISA 0247 POLICE DEPT 2 Total:	5,368.55
Vendor: 15171 - VISA 1392 F	IRE 1		
VISA 1392 FIRE 1	Toll Road Fee		58.32
VISA 1392 FIRE 1	Fire-Workbook		43.91
VISA 1392 FIRE 1	Fire-Books		253.08
VISA 1392 FIRE 1	Fire - Name Tape velcro		135.73
VISA 1392 FIRE 1	Fire- Baby Blue button ups for		121.93
VISA 1392 FIRE 1	Fire - Hook and Loop strips		13.90
VISA 1392 FIRE 1	Fire - US Flag with Axe patch		181.71
	<b>0</b>	Vendor 15171 - VISA 1392 FIRE 1 Total:	808.58
Vendor: 15169 - VISA 1665 P	POLICE 1		
VISA 1665 POLICE 1	Police Chiefs Meeting in Alb.		20.99
VISA 1665 POLICE 1	Police Chiefs Meeting Alb. Fuel		57.06
VISA 1665 POLICE 1	Police Quantum Labs. Library		142.26
VISA 1665 POLICE 1	Police Transunion Monthly Bill		80.25
VISA 1665 POLICE 1	Police Adobe Inv May Sub		26.73
VISA 1665 POLICE 1	Police Identogo Briana Finger		23.00
VISA 1665 POLICE 1	Police Microsoft Monthly Sub		79.38
VISA 1665 POLICE 1	Police Rake and Hoe Garden H		60.98
VISA 1665 POLICE 1	Police Clark Chief Meeting		100.00
VISA 1665 POLICE 1	Police Laura G. NM league Zon		225.00
VISA 1665 POLICE 1	Police Nicole Public Agency Tr		140.00
VISA 1665 POLICE 1	Police Hobbs News Suns May		9.50
VISA 1665 POLICE 1	Police Chief Mighty Wash Sub		48.00
VISA 1665 POLICE 1	Police Microsoft Sub May		79.38
VISA 1665 POLICE 1	Police Special Budget Admin		246.97
VISA 1665 POLICE 1	Police Karma Guns Gift Card S		400.00
		Vendor 15169 - VISA 1665 POLICE 1 Total:	1,739.50
Vendor: 15175 - VISA 1699 F	INANCE DEPT		
VISA 1699 FINANCE DEPT	EXE-GAS FOR MARIA'S WORK		35.01
VISA 1699 FINANCE DEPT	FIN- DONUTS FOR ASSEST MA		33.08
VISA 1699 FINANCE DEPT	FINANCE- VIVENT CHARGE		44.37
VISA 1699 FINANCE DEPT	FINANCE- APRIL GOOGLE GSU		1,348.80
VISA 1699 FINANCE DEPT	FINANCE- OPENAI/CHATGPT		21.40
VISA 1699 FINANCE DEPT	FINANCE-APRIL ADOBE CHAR		218.15
VISA 1699 FINANCE DEPT	P&Z CELL PHONE FOR NEW P		1,008.72
		Vendor 15175 - VISA 1699 FINANCE DEPT Total:	2,709.53
Vendor: 15166 - VISA 2622 C	O I CIERK		
VISA 2622 C.O.L CLERK	True Brew Coffee for Asset M		81.32
VISA 2622 C.O.L CLERK	Leg-Reg Loc Elec Training		35.00
VISA 2622 C.O.L CLERK			205.44
VISA 2022 C.O.L CLERK	Leg-Go To Meeting		<u> </u>
Vendor: 15172 - VISA 3356 F	IRF 2		
VISA 3356 FIRE 2	Ambulance-Amarillo Transfer		48.03
VISA 3356 FIRE 2	Ambulance-Amarillo Transfer		48.03
VISA 3356 FIRE 2 VISA 3356 FIRE 2			
	EMS- bathroom storage		16.05
VISA 3356 FIRE 2	Ambulance-Cap		11.76
VISA 3356 FIRE 2	Ambulance-Fuse		2.84
VISA 3356 FIRE 2	EMS- Ary Murillo Fingerprints		59.00
VISA 3356 FIRE 2	Ambulance-Medic Test		34.00

Amount
140.00
132.37
94.26
87.87
77.03
47.63
79.78
862.02
250.00
112.24
1,147.10
1,509.34
44.04
16.04
60.08
40.62
352.75
203.25
596.62
60.00
22.00
385.72
225.00
692.72
35.71
35.72
35.72
111.93
111.95
111.95
35.71
<u>111.95</u> <b>590.64</b>
590.04
7.27
104.55
46.24
35.43
23.64
217.13
60.00
250.96
695.94
108.79
108.79
199.00
58.98
366.96
106.27
142.30
236.70
-

Expense Approval Report		Payment Dates: 6/5/20	25 - 6/20/2025
Vendor Name	Description (Item)		Amount
visa 6912 Animal Protection	APS-Alcohol		71.64
visa 6912 Animal Protection	APS-701 TRANING		495.00
visa 6912 Animal Protection	APS-RENEWAL Membership		25.00
		Vendor 15157 - visa 6912 Animal Protection Total:	2,936.43
Vendor: 15165 - VISA 7654 Cit	y Manager		
VISA 7654 City Manager	Training		61.80
VISA 7654 City Manager	Interview Hotel Room		116.05
VISA 7654 City Manager	State of NM fingerprinting for	-	59.00
		Vendor 15165 - VISA 7654 City Manager Total:	236.85
Vendor: 15160 - visa 7662 Ger	neral Travel Finance		
visa 7662 General Travel Fina	. MUNI COURT- SAN ANTONIO		665.95
visa 7662 General Travel Fina.	FINANCE-AMAZON PRIME RE		16.04
visa 7662 General Travel Fina	. Police Ghost Patch-Retro Patc		2,925.00
visa 7662 General Travel Fina	Police Ghost Patch-Retro Patc		615.00
		Vendor 15160 - visa 7662 General Travel Finance Total:	4,221.99
Vendor: 10266 - VISUAL EDGE	п		
VISUAL EDGE IT	Library Xerox cys. June2025		123.47
			123.47
Vandar: 12018 Wasta Manag	rement of New Marice Operation Cleanup		
-	sement of New Mexico - Operation Cleanup Lovington Clean Up Inv 15506		111.27
waste management of new	Lovington clean op inv 15500	– Vendor 12918 - Waste Management of New Mexico - Operation Cleanup Total:	111.27
Vendor: 12919 - Waste Manag	gement of New Mexico		
Waste Management of New	670-3030- \$153380.00		96,734.83
Waste Management of New	670-15658- \$80,622.97		101,895.18
Waste Management of New	Invoice 1550661-2186-6	-	13,548.05
		Vendor 12919 - Waste Management of New Mexico Total:	212,178.06
Vendor: 12925 - Watermaster	Irrigation Supply		
Watermaster Irrigation Supply	sprinklers for chapparal park		2,888.95
0			2,888.95
Vendor: 12929 - Watson Truck	r & Supply		
Watson Truck & Supply	Street,spring with cable for h		172.07
Watson Truck & Supply	street, international dump air I		792.64
	street, methational dump an i		964.71
Vendor: 12951 - Western Fire	•		205.45
Western Fire & Safety	12774		285.45
Western Fire & Safety	12778		17.12
		Vendor 12951 - Western Fire & Safety Total:	302.57
Vendor: 14769 - WILSON INDE			
WILSON INDEPENDENT OPS L	. Financal Services	-	2,109.77
		Vendor 14769 - WILSON INDEPENDENT OPS LLC Total:	2,109.77
Vendor: 12964 - Windstream			
Windstream	WINDSTREAM-PARKS		49.04
Windstream	WINDSTREAM-MUSEUM		50.62
Windstream	WINDSTREAM-WATER		95.26
Windstream	WINDSTREAM-WW	_	96.54
		Vendor 12964 - Windstream Total:	291.46
		Grand Total:	1,515,881.80

#### **Fund Summary**

Fund	Payment Amount
101 - General Fund	113,360.02
110 - Motor Vehicle	2,099.61
116 - Cemetery	1,940.04
209 - Fire Protection Grant	661.69
215 - Opioids Police Dept	4,720.26
217 - Special Recreation	1,515.72
219 - Sr Citz Multi Purpose Grant	13,225.65
226 - Facilities - Magistrate Court	2,093.87
301 - Capital Projects	1,008,429.07
403 - Debt Service - NM Finance Authority	25,903.75
501 - Water Fund	73,797.54
504 - Solid Waste	199,176.44
505 - WasteWater	57,611.15
509 - Ambulance	6,041.68
704 - Fire Dept-Trust & Agency	1,322.07
705 - Police - Trust & Agency	3,983.24
Grand Total:	1,515,881.80

#### **Account Summary**

count Name	Payment Amount
r Diem - Iudicial	665.95
	791.75
	346.50
<b>e</b> , <b>e</b> ,	590.59
•	502.25
	35.01
	3,125.00
	1,221.51
	41.65
•••	143.12
	82.32
-	116.05
	2,611.28
	1,761.68
<b>0</b> .	234.69
	33.08
	4,590.30
1	2,695.27
ftware Contract - Fina	6,192.64
her Contractual Servic	550.86
pplies-Office, Field, Edu	285.45
ephone	1,383.32
lities	691.89
r Diem - Planning and	60.00
insportation gas, oil e	68.71
p/Maint:Building/Stru	17.12
p/Maint:Equipment/V	22.00
pplies-Office,Field,Edu	1,406.34
ployee Training - Pla	225.00
lephone - Planning and	147.97
ansportation (Gas,Oil,E	1,284.80
p/Maint:Building/Stru	2,888.95
p/Maint:Equipment/V	162.55
pplies-Office, Field, Edu	596.62
ephone - Parks	301.76
	2,626.17
ephone - Swimming	92.94
	r Diem - Judicial ep/Maint:Building/Stru inting,Publishing,Adve lephone - Judicial lities - Judicial ansportation (Gas,Oil,E ep/Maint:Building/Stru ep/Maint:Equipment/V upples-Office,Field,Edu upployee Training ephone r Diem - Legislative nployee Training - Legis inting,Publishing,Adve bscriptions & Dues - L r Diem corney Fees ofessional Services - Fi ftware Contract - Fina her Contractual Servic upplies-Office,Field,Edu ephone lities r Diem - Planning and unsportation gas, oil e ep/Maint:Building/Stru upployee Training - Pla lephone - Planning and ansportation (Gas,Oil,E ep/Maint:Building/Stru ep/Maint:Building/Stru ep/Maint:Building/Stru ep/Maint:Building/Stru ep/Maint:Building/Stru ep/Maint:Building/Stru ep/Maint:Building/Stru ep/Maint:Building/Stru ep/Maint:Building/Stru ep/Maint:Building/Stru ep/Maint:Building/Stru ep/Maint:Building/Stru ep/Maint:Building/Stru ep/Maint:Building/Stru ep/Maint:Building/Stru ep/Maint:Building/Stru ep/Maint:Building/Stru ep/Maint:Building/Stru ep/Maint:Building/Stru ep/Maint:Equipment/V upplies-Office,Field,Edu ephone - Parks lities - Parks lities - Parks lities - Parks lities - Parks

	Account Summary	
Account Number	Account Name	Payment Amount
101-1430-47160	Utilities - Swimming Pool	80.00
101-1440-47150	Telephone	50.62
101-1440-47160	Utilities	443.52
101-1620-46915	Library Books - Library	250.82
101-1620-47050	Grants to Sub-Recipients	38.08
101-1620-47080	Printing, Publishing, Adve	123.47
101-1620-47160	Utilities	586.08
101-1640-44040	Rep/Maint:Equipment/V	918.16
101-1640-47150	Telephone	146.67
101-1660-43030	Transportation (Gas,Oil,E	768.63
101-1660-45033	Veterinary Services - Vet	1,164.48
101-1660-45100	Software Contract - Vet/	199.00
101-1660-46010	Supplies-Office, Field, Edu	2,996.17
101-1660-46900	Veterinary Supplies	2,144.38
101-1660-46902	Carol Peachte - General	9,005.51
101-1660-47040	Employee Training	495.00
101-1660-47140	Subscriptons & Dues - Ve	25.00
101-1660-47150	Telephone - Vet/Animal	288.06
101-1660-47160	Utilities	373.02
101-1953-43020	Per Diem - Police Dept.	1,748.50
101-1953-43030	Transportation (Gas,Oil,E	6,160.99
101-1953-44020	Maintenance:Contracts	1,655.08
101-1953-45030	Professional Services	23.00
101-1953-45900	Other Contractural Servi	109.13
101-1953-46010	Supplies-Office,Field,Edu	819.05
101-1953-46030	Safety Equipment	3,540.00
101-1953-46035	Operation Clean-up	111.27
101-1953-46040	Uniform/Linen Expense	679.17
101-1953-47040	Employee Training - Poli	1,565.59
101-1953-47080	Printing, Publishing, Adve	109.09
101-1953-47140	Subscriptons & Dues - Po	255.26
101-1953-47150	Telephone	2,280.16
101-1953-47160	Utilities - Police Dept.	1,321.31
101-2000-43030	Transportation (Gas,Oil,E	849.65
101-2000-46010	Supplies-Office,Field,Edu	296.99
101-2000-47140	Subscriptons & Dues - Fi	617.76
101-2000-47160	Utilities	1,429.69
101-2000-48900	Other Capital Purchases	12,500.00
101-2002-44010	Rep/Maint:Building/Stru	265.61
101-2002-47150	Telephone - Troy J. Harris	499.41 779.92
101-2002-47160 101-2160-44030	Utilities - Troy J. Harris C Rep/Maint:Grounds/Ro	
101-2160-44030	Rep/Maint:Equipment/V	1,973.43 1,206.30
101-2160-47150	Telephone	514.25
101-2160-47160	Utilities	13,244.68
101-2235-47150	Telephone - Denton Buil	13,244.08
110-1012-44010	Rep/Maint:Building/Stru	382.53
110-1012-44020	Maintenance:Contracts	121.85
110-1012-44020	Non-Capital Furn/Fixture	449.09
110-1012-40020	Insurance/Bonds-Non-E	300.00
110-1012-47000	Telephone	374.22
110-1012-47160	Utilities	471.92
116-1640-16400	Equipment & Machinery	645.91
116-1640-43030	Transportation (Gas,Oil,E	1,054.22
116-1640-43030	Telephone	87.32
116-1640-47160	Utilities - Cemetery	152.59
209-2202-46010	Supplies-Office, Field, Edu	661.69
215-1953-46025	OPIODS POLICE DISBURI	4,720.26
		.,

	Account Summary	
Account Number	Account Name	Payment Amount
217-2150-47150	Telephone - Special Recr	592.91
217-2150-47160	Utilities - Special Recreat	922.81
219-1610-43020	Per Diem	590.64
219-1610-43030	Transportation (Gas,Oil,E	401.48
219-1610-46010	Supplies-Office,Field,Edu	1,826.55
219-1610-46901	Kitchen Supplies	505.41
219-1610-46902	Raw Food Senior Citizen	8,274.32
219-1610-47150	Telephone	735.21
219-1610-47160	Utilities - Senior Citizen	892.04
226-2225-44010	Rep/Maint;Building/Stru	1,284.00
226-2225-46010	Supplies-Office,Field,Edu	176.55
226-2225-47150	Telephone	58.54
226-2225-47160	Utilities	574.78
301-1000-45030	Prof Services - Outlay - E	11,650.00
301-1000-48010	Bldg/Structure - Outlay	55,837.82
301-1953-48071	Police Vehicles	5,262.00
301-2115-48015	Ball Field Improvements	90,775.75
301-2160-48070	Vehicles	300,000.00
301-2160-48080	Roadways - Street	473,046.19
301-2400-45030	Professional Services - C	71,857.31
403-0001-10150	NMFA Debt Service PPRF	25,903.75
501-0000-10300	NMFA DW-2018 Debt Se	15,429.97
501-1210-45900	Other Professional Contr	1,042.15
501-2125-46010	Supplies-Office,Field,Edu	31,931.92
501-2125-47140	Subscriptions & Dues	16.04
501-2125-47150	Telephone	1,094.30
501-2125-47160	Utilities	24,283.16
504-2140-45920	Waste Management	198,630.01
504-2140-47150	Telephone	249.93
504-2140-47160	Utilities	296.50
505-1210-45900	Other Contractual Servic	1,042.15
505-2130-44040	Rep/Maint:Equipment/V	250.00
505-2130-45030	Professional Services	1,386.00
505-2130-46010	Supplies-Office,Field,Edu	22,354.63
505-2130-46025	Wastemanagement WW	19,087.43
505-2130-47150	Telephone - Waste Water	1,217.61
505-2130-47160	Utilities - Waste Water	12,273.33
509-2010-43030	Transportation (Gas,Oil,E	3,827.88
509-2010-44010	Rep/Maint:Building/Stru	16.05
509-2010-44040	Rep/Maint:Equipment/V	11.76
509-2010-46010	Supplies-Office,Field,Edu	35.11
509-2010-47040	Employee Training - Am	59.00
509-2010-47140	Subscriptions & Dues	34.00
509-2010-47150	Telephone	1,140.70
509-2010-47160	Utilities - Ambulance	917.18
704-0000-36010	Contributions/Donation	453.27
704-0000-36020	State Grass Fire Reimb	104.55
704-2000-46010	Supplies-Office, Field, Edu	764.25
705-1953-46010	Police Trust Supplies	3,983.24
	Grand Total:	1,515,881.80

**Account Summary** 

#### **Project Account Summary**

Project Account Key	Payment Amount
**None**	599,029.57
23-H3050	295,507.00
23-H4116	71,857.31
Carroll Peachte 24-25	9,005.51
FY18CONG	1,193.55

#### **Project Account Summary**

Project Account Key		Payment Amount
FY18HD		3,570.58
FY18MULTI		6,686.63
FY18TRANS		147.64
Lea County Veterans Memorial 24-25		55,837.82
TPF HW2LP20055		473,046.19
	Grand Total:	1,515,881.80