

**CITY OF LOVINGTON**  
**REGULAR SESSION OF THE CITY COMMISSION**

Monday, July 14, 2025 5:30 PM  
CITY HALL COMMISSION CHAMBER  
CITY HALL  
214 S. LOVE, LOVINGTON N.M. 88260

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**AGENDA**

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

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**OPEN MEETING**

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**Call To Order**

**Roll Call**

**Approval of Agenda**

**Consideration of Minutes - June 23, 2025**

**COMMISSIONERS AND STAFF REPORT**

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**PUBLIC COMMENT**

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**NON-ACTION ITEMS**

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**ACTION ITEMS**

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- Resolution 2025 - 049 - Approval of Lea County Museum PSA
- Resolution 2025 - 059 - Approval of Election Resolution
- Resolution 2025 - 060 - Approval of Match Fund Grant with NM DFA
- Resolution 2025 - 061 - Approval of RAID Grant
- Resolution 2025 - 062 - Approve the Clean & Beautiful Grant

**ADJOURNMENT**

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

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

MEETING DATE: 07/14/2025



Item Type: Resolution

SUBJECT: Resolution 2025 - 049 - Approval of Lea County Museum PSA  
DEPARTMENT: City Clerk  
SUBMITTED BY: Kevin Mijares  
DATE SUBMITTED: 07/ 7/2025

**COMPREHENSIVE PLAN IMPLEMENTATION:**

**STAFF SUMMARY:**

**FISCAL IMPACT:**

\$25,000 from Lodgers Tax Fund

**RECOMMENDATION:**

Approve

**ATTACHMENTS:**

[Resolution 2025-049 -Lea County Museum PSA.pdf](#)  
[Museum PSA FY 26 FINAL.pdf](#)

**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 14th DAY OF JULY, 2025 at

City of Lovington  
New Mexico

\_\_\_\_\_  
Howard D. Roberts, Mayor

ATTEST:

\_\_\_\_\_  
Shannon Lester, City Clerk

## **PROFESSIONAL SERVICES AGREEMENT**

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

### **1.0 FUNDING**

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

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

- 1.1 Commencing on the 1st day of July, 2025, and throughout the term of this Agreement, Lodgers Tax will contribute twenty-five thousand dollars (\$25,000) per year, paying six thousand two hundred fifty dollars (\$6,250) on a quarterly basis.
- 1.2 LCM agrees to receive, expend, and account for the entire Lodger's Tax proceeds, provided by this agreement, for advertising, publicizing, and promoting tourist-related attractions, facilities, and events (including expenditures for administration, salaries, and other indicated expenses), in strict compliance with the terms of this Agreement and requirements of the Lodger's Tax Code. LCM shall provide sufficient documentation (contracts, receipts, 1099's, etc.) to the City's Finance Department as to the expenditures of the Lodger's tax monies on the facilities or those categories identified in Sections 3-38-15 and 3-28-21, et. seq. NMSA 1978 Comp. (as revised). Any funds not spent at the end of the term shall and must be returned to the City. Original records, receipts and documentation shall be retained for the period of years as specified in Section 16.0.
- 1.3 LCM agrees to receive, expend, and account for the entire Lodger's Tax proceeds to facilitate and support the services identified in Section 3.0.

- 1.4 As set out more fully in Section 12.0, all performance by the City under this Agreement is subject to available funding and revenues from the City's Lodger's Tax Fund and is subject to budget approval of the City Commission of the City of Lovington. Should funding not be approved by the City's Lodger Tax Fund, or not cover all the expenses of the event, LCM can seek alternative funding without violating this agreement.
- 1.5 LCM shall present to the City documentation of services provided within fifteen (15) days after the end of the quarter, except for the last quarter when documents shall be presented fifteen (15) days prior to the end of the quarter, for the applicable fiscal year of July 1 through June 30. After certification by the City Manager that the services invoices have been received and accepted, payment shall be tendered to LCM within 30 days. Documentation required upon submittal for quarterly payment is identified in Section 15.0.
- 1.6 On or after July 1, 2025, a Purchase Order will be issued to LCM for the services provided to the City. The Purchase Order shall accompany each request for reimbursement.

## **2.0 TERM OF AGREEMENT**

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

## **3.0 SCOPE OF SERVICES**

- 3.1 LCM shall provide services to the City on matters relating to LCM specialized areas of expertise as defined in this Agreement and any referenced or incorporated Attachments. LCM shall secure and remain current on all insurances, licenses, permits, certificates, fees, etc., required for the performance of this Agreement. While the City of Lovington may also have insurance on LCM, both parties will provide each other with copies of proof of insurance. LCM's scope of insurance will be defined under the requirements of the City of Lovington's current insurance carrier, The New Mexico Self Insurer's Fund (NMSIF).
- 3.2 LCM shall provide the required services for the City when and where appropriate.
- 3.3 The following services will be provided by LCM during the term of this agreement:
  - 3.3.1 LCM will provide at least 2 concerts to the public and 2 educational and/or cultural events.
  - 3.3.2 LCM will open at least 1 new exhibit or collection.

- 2.1.1 LCM will work to expand its facilities for hosting various group events, including but not limited to school reunions and dances, in the pavilion and LCM Townhall in accordance with the museum's established usage policy. The museum's usage policy may be updated by a vote of the museum's board to ensure the best use and benefit of the museum and its properties. To promote an efficient and organized process, LCM will oversee access to all buildings. All outside organizations must direct their inquiries and requests for facility use exclusively to LCM.
- 2.1.2 LCM will continue to maintain all LCM exhibits, manage museum properties and use their best efforts to seek grants for the museum.
- 2.1.3 LCM will continue to offer books and merchandise to the public.
- 2.1.4 Fiscal Responsibility: LCM will maintain fiscal and legal integrity of the non-profit organization, completing its annual reporting to the IRS, NM Secretary of State, and the Office of the New Mexico Attorney General.
- 2.1.5 Other services, as determined by LCM to be in the best interest of the city and the museum, in compliance with Section 3-28-15 and 3-38-21 NMSA 1978,
- 2.2 The City will provide the following to LCM during the term of this Agreement:
  - 2.2.1 The City will continue to provide utilities, business liability insurance, and property liability insurance for the Museum buildings.
  - 2.2.2 It is the responsibility of LCM to ensure appropriate energy usage at the facility.
  - 2.2.3 Provide building maintenance and repairs as required. General facilities cleaning will be the responsibility of LCM. Major projects (roof, infrastructure, etc.) will be evaluated by the LCM and the city manager.
- 2.3 Both parties will agree to additional services requested by the City to be provided by LCM in writing. Any additional funding for agreed upon services will require amendment to this agreement as provided for in Section 4.0.

### **3.0 AMENDMENTS**

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

### **4.0 ASSIGNMENT**

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

### **5.0 BINDING EFFECT OF AGREEMENT**

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

### **6.0 COMPLIANCE WITH GOVERNING LAW**

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

### **7.0 CONFLICT OF INTEREST**

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

### **8.0 INDEPENDENT CONTRACTOR**

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

## **9.0 INDEMNIFICATION AND HOLD HARMLESS**

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

## **10.0 VENUE AND JURISDICTION**

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

## **11.0 NON-APPROPRIATION**

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

## **12.0 NOTICE TO PROCEED OR COMMENCEMENT OF WORK**

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



### **13.0 PROPRIETARY INFORMATION**

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

### **14.0 RECORD KEEPING**

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

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

### **15.0 SUBCONTRACTING**

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

### **16.0 INSURANCE**

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

### **17.0 SEVERABILITY**

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

provision will be deemed to be written, construed, and enforced as so limited.

## **19.0 NOTICES**

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

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

Lea County Museum  
103 South Love  
Lovington, NM 88260

## **20. REMEDIES**

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

## **21. TERMINATION**

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

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

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

## **22 WAIVER**

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

## **23 RELEASE**

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

## **24 EQUAL OPPORTUNITY COMPLIANCE**

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

## **25 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**

**LEA COUNTY MUSEUM**

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

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

Howard Roberts, Mayor

President

ATTEST: Lovington City Clerk

ATTEST: Board Secretary

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

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

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

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

Lovington City Attorney

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

MEETING DATE: 07/14/2025



Item Type: Resolution

SUBJECT: Resolution 2025 - 059 - Approval of Election Resolution  
DEPARTMENT: City Clerk  
SUBMITTED BY: Kevin Mijares  
DATE SUBMITTED: 07/ 7/2025

**COMPREHENSIVE PLAN IMPLEMENTATION:**

**STAFF SUMMARY:**

Resoltuon for Elections on November 4, 2025

**FISCAL IMPACT:**

**RECOMMENDATION:**

Approve

**ATTACHMENTS:**

[Resolution 2025-059-Election Resolution- English.pdf](#)  
[Resolution 2025-059-Election Resolution- Spanish.pdf](#)

**STATE OF NEW MEXICO**

**CITY OF LOVINGTON**

**Resolution No. 2025-059**

**Election Resolution**

**BE IS RESOLVED BY THE GOVERNING BODY OF THE CITY OF LOVINGTON, STATE OF NEW MEXICO THAT:**

- A. A regular local election is to be held on November 4, 2025; and
- B. At the regular local election, persons shall be elected to fill the following municipal election offices:
  - 1. District One – One Commissioner for a four-year term
  - 2. District Two – One Commissioner for a four-year term
  - 3. District Four – One Commissioner for a four-year term
  - 4. At large – One Municipal Judge for a four-year term
- C. All Declarations of Candidacy shall be filed in the Office of the County Clerk on August 26, 2025, between the hours of 9:00 a.m. and 5:00 p.m.
- D. All Declarations of Candidacy for write-in candidates shall be filed in the Office of the County Clerk on September 2, 2025, between the hours of 9:00 a.m. and 5:00 p.m.

**Passed, Approved and Adopted** this 14<sup>th</sup> day of July, 2025

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Howard D. Roberts, Mayor

ATTEST:

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Shannon Lester, City Clerk

**ESTADO DE NUEVO MÉXICO**

**CIUDAD DE LOVINGTON**

**Resolución No. 2025-059**

**Resolución de elecciones**

**EL CUERPO DIRECTIVO DE LA CIUDAD DE LOVINGTON, ESTADO DE NUEVO MÉXICO,  
RESUELVE QUE:**

- A. El 4 de noviembre de 2025 se celebrarán elecciones locales ordinarias; y
- B. En las elecciones locales ordinarias se elegirán personas para ocupar los siguientes cargos electorales municipales:
  - 1. Distrito Uno – Un Comisionado por un período de cuatro años
  - 2. Distrito Dos: Un Comisionado por un período de cuatro años
  - 3. Distrito Cuatro: Un Comisionado por un período de cuatro años
  - 4. En general: un juez municipal por un período de cuatro años.
- C. Todas las Declaraciones de Candidatura se presentarán en la Oficina del Secretario del Condado el 26 de agosto de 2025, entre las 9:00 a.m. y las 5:00 p.m.
- D. Todas las Declaraciones de Candidatura para candidatos por escrito se presentarán en la Oficina del Secretario del Condado el 2 de septiembre de 2025, entre las 9:00 a.m. y las 5:00 p.m.

**Aprobado y Adoptado** el día 14 de julio de 2025

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Howard D. Roberts, Alcalde

ATESTIGUAR:

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Shannon Lester, Secretaria Municipal





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

MEETING DATE: 07/14/2025



Item Type: Resolution

SUBJECT: Resolution 2025 - 060 - Approval of Match Fund Grant with NM DFA  
DEPARTMENT: City Clerk  
SUBMITTED BY: Kevin Mijares  
DATE SUBMITTED: 07/ 7/2025

**COMPREHENSIVE PLAN IMPLEMENTATION:**

**STAFF SUMMARY:**

A RESOLUTION APPROVING A MATCH FUND GRANT AGREEMENT WITH THE NEW MEXICO DEPARTMENT OF FINANCE & ADMINISTRATION (DFA)

**FISCAL IMPACT:**

The City receives \$32,509.27 in state funds to meet the local match requirement for a federal hazard mitigation grant (emergency generator for wastewater). No additional local funds are required beyond the existing match commitment.

**RECOMMENDATION:**

**ATTACHMENTS:**

[Resolution 2025- 060 - Match Fund Grant Lovington-1.pdf](#)

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

RESOLUTION 2025-060

**A RESOLUTION APPROVING A MATCH FUND GRANT AGREEMENT WITH  
THE NEW MEXICO DEPARTMENT OF FINANCE & ADMINISTRATION (DFA)**

**WHEREAS**, the City of Lovington is committed to enhancing the resilience and safety of the community through federal and state-supported hazard mitigation activities; and

**WHEREAS**, the City of Lovington has been awarded \$32,509.27 from the New Mexico Department of Finance & Administration (DFA) through the Match Fund Grant Program to provide the required local match for federal Hazard Mitigation Assistance – Sub-grant No. FM-5461-0008-PF-NM; and

**WHEREAS**, the City of Lovington agrees to utilize the allocated funds exclusively for the purposes stated in the grant agreement and in accordance with the New Mexico Match Fund Policy; and

**WHEREAS**, the City of Lovington will submit required reporting using the AmpliFund system and adhere to all publicity restrictions and administrative conditions as established by DFA;

**NOW, THEREFORE, BE IT RESOLVED** that the Lovington City Commission fully supports the execution of the Match Fund Grant Agreement (MG25-167) with the New Mexico Department of Finance & Administration and authorizes the City Manager and designated staff to take all necessary steps to implement the project.

DONE THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2025

CITY OF LOVINGTON, NEW MEXICO

\_\_\_\_\_  
Howard Roberts, Mayor

ATTEST: \_\_\_\_\_  
Shannon Lester, City Clerk

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

MEETING DATE: 07/14/2025



Item Type: Resolution

SUBJECT: Resolution 2025 - 061 - Approval of RAID Grant  
DEPARTMENT: City Clerk  
SUBMITTED BY: Kevin Mijares  
DATE SUBMITTED: 07/ 7/2025

**COMPREHENSIVE PLAN IMPLEMENTATION:**

**STAFF SUMMARY:**

*Financial Impact:* The City receives \$40,000 in state grant funds to support recycling and illegal dumping abatement. No financial match is required, minimizing local expenditure.

**FISCAL IMPACT:**

*Financial Impact:* The City receives \$40,000 in state grant funds to support recycling and illegal dumping abatement. No financial match is required, minimizing local expenditure.

**RECOMMENDATION:**

Approve

**ATTACHMENTS:**

[Resolution 2025-061 - RAID Grant FY2026.docx](#)

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

**RESOLUTION 2025-061**

**A RESOLUTION APPROVING A RECYCLING AND ILLEGAL DUMPING ACT  
(RAID) GRANT AGREEMENT WITH THE NEW MEXICO ENVIRONMENT  
DEPARTMENT**

**WHEREAS**, the City of Lovington is committed to promoting environmental responsibility, public health, and the elimination of illegal dumping within the community; and

**WHEREAS**, the City of Lovington has been awarded \$40,000.00 from the New Mexico Environment Department (NMED) through the Recycling and Illegal Dumping (RAID) Grant Program to support local recycling and solid waste management initiatives; and

**WHEREAS**, the City of Lovington agrees to participate in and administer this grant project as outlined in the application and in accordance with NMED requirements; and

**WHEREAS**, the City of Lovington will complete the procurement and reporting processes in compliance with either the New Mexico Procurement Code or its adopted local procurement policy, as required by the grant conditions;

**NOW, THEREFORE, BE IT RESOLVED** that the Lovington City Commission fully supports the execution of the RAID Grant Agreement with the New Mexico Environment Department and authorizes the City Manager and designated staff to take all necessary steps to implement the project.

DONE THIS 14th DAY OF JULY 2025

CITY OF LOVINGTON, NEW MEXICO

\_\_\_\_\_  
Howard D. Roberts, Mayor

ATTEST \_\_\_\_\_  
Shannon Lester, City Clerk  
STATE OF NEW MEXICO  
COUNTY OF LEA

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

MEETING DATE: 07/14/2025



Item Type: Resolution

SUBJECT: Resolution 2025 - 062 - Approve the Clean & Beautiful Grant  
DEPARTMENT: City Clerk  
SUBMITTED BY: Kevin Mijares  
DATE SUBMITTED: 07/ 7/2025

**COMPREHENSIVE PLAN IMPLEMENTATION:**

**STAFF SUMMARY:**

**FISCAL IMPACT:**

*Financial Impact:* The City is awarded \$17,480 from the New Mexico Tourism Department, with a required local in-kind match of \$4,370. Total project value is \$21,850.

**RECOMMENDATION:**

Approval

**ATTACHMENTS:**

[Res 2025-062-NM Clean Beautiful for FY26-2.docx](#)

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

**RESOLUTION 2025-062**

**A RESOLUTION APPROVING CLEAN AND BEAUTIFUL GRANT AGREEMENT  
WITH THE NEW MEXICO TOURISM DEPARTMENT**

**WHEREAS**, the City of Lovington recognizes that the community green spaces are vital to the economic growth and vitality of the city; and

**WHEREAS**, the City of Lovington has been awarded \$17,480.00 from the New Mexico Tourism Department (NMDT) for the Clean and Beautiful grant program; and

**WHEREAS**, the City of Lovington agrees to participate and support this grant agreement by administering projects to enhance the cleanliness and environmental sustainability of our outdoor spaces; and

**WHEREAS**, the City of Lovington agrees to provide a project match of \$4370.00 by In-Kind & Monetary Donations match; and

**NOW, THEREFORE, BE IT RESOLVED;** that the Lovington City Commission fully supports The City of Lovington partnering with the New Mexico Clean and Beautiful Program by approving the grant agreement from the New Mexico Tourism Department.

DONE THIS 14th DAY OF JULY 2025

CITY OF LOVINGTON, NEW MEXICO

\_\_\_\_\_  
Howard D. Roberts, Mayor

\_\_\_\_\_  
Shannon Lester, City Clerk

STATE OF NEW MEXICO

COUNTY OF LEA