



THE CITY OF ARTESIA, NEW MEXICO

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Mayor
City Clerk
Fax

AGENDA CITY COUNCIL MEETING

January 13, 2026
5:00 p.m.

1. **Determination as to whether quorum present**
2. **Invocation and pledge of allegiance**
3. **New Requests for City Facilities:**
4. **City Departments and Employees**
 - A. Police Department Recognizing Jenna Gonzales and Cheramie Robinson for outstanding service.
5. **Special Reports**
6. **Period for Hearing Visitors** (*3-minute time limit*)
7. **Approval of Consent Agenda**
8. **Public Hearings** – including consideration of final passage of any ordinance as to which proper notice has been published.

Mayor Henry

- A. *Consideration and approval of Case No. 24-04, Preliminary Park Place Subdivision Unit 1, located South of 2519 W Hermosa Ave, Artesia, NM. Legal: Tract 1 of Lewis/Champion, ABO Baptist Church, Bristow Boundary Adjustment Survey Containing 47.651 acres as filed in Cabinet 6 Slide 120-1 of the Eddy County Clerk's Records, and a portion of the SE/4 NW/4 of Section 19-T17S-R26E, N.M.P.M County of Eddy, State of NM. Owners: Fairacres, LLC
 - a. Staff comments
 - b. Public comments
 - c. City Attorney comments/questions.
 - d. Council comments/questions
 - e. Entertain a motion and second from Council
 - f. Council action
 - i. Approve/Disapprove Case No. 24-04.
- B. *Consideration and approval of an Ordinance for Case No. 25-10 Final Plat for Armory Heights Subdivision, a 59-lot Subdivision located on 4.490 vacant acres; Location: 400 Block of Centre Avenue, Artesia, NM, Eddy County. Legal: Subd: ROSELAWN Lot: 2 Block: 4 LESS S 25', LESS W 40' & LESS E 40' Quarter: SE S: 17 T: 17S R: 26E. Owners: JHTC Investments LLC.
 - a. Staff comments
 - b. Public comments
 - c. City Attorney comments/questions
 - d. Council comments/questions

*Denotes material included in Council Packets or previously received material

- e. Entertain a motion and second from Council
- f. Council action
 - i. Approve/Disapprove Ordinance , Case No. 25-10.

- C. *Consideration and approval of an Ordinance for a Project Participation Agreement between the City of Artesia and Specialty Products USA, LLC.
 - a. Staff comments
 - b. Public comments
 - c. City Attorney comments/questions
 - d. Council comments/questions
 - e. Entertain a motion and second from Council
 - f. Council action
 - i. Approve/Disapprove Ordinance .

Adjourn Public Hearings – Mayor Henry

9. Comments from Public Officials and Contracted Services

10. Committee Reports:

- A. Budget and Finance
- B. Personnel
- C. Police and Fire
- D. Safety
- E. Recreation
- F. Infrastructure / Planning (*Streets, Garage, Cemetery, Parks, Water, Wastewater, Solid Waste, Facility Maintenance, Project Management, Code Enforcement, Permits and Inspections*)
- G. Government

11. Personnel:

- A. *Stats
- B. *Consideration and approval for Resolution 1934 to amend the Classification Plan to add an additional Facilities Maintenance position and Garage Mechanic position.

12. Public Safety:

A. Police Department:

- 1) *Stats

B. Fire Department:

- 1) *Stats

13. Infrastructure:

A. Community Development:

- 1) *Stats

B. Infrastructure:

14. City Attorney:

15. City Clerk:

- A. *Financial Reports
- B. *Consideration and approval of the 2026 Open Meetings Act Resolution 1935 and Rescinding 1893.
- C. Consideration and approval of Resolution 1936 Budget Adjustment to FY25-26 Budget.

16. Mayor:

*Denotes material included in Council Packets or previously received material

- A. *Executive session: In accordance with the State of New Mexico Open Meetings Act, Section 10-15-1-(H)(7)
 - a. Pending Litigation Matter
 - i. Action as a result of executive session

17. New or other business from Councilors:

18. Adjournment

CONSENT AGENDA

January 13, 2026

1. **Approval of Minutes**
 - *December 9, 2025
 - *December 15, 2025, Special Meeting
 - *December 29, 2025, Special Meeting

2. **Consideration of Bids:**

3. **Contracts, Leases and Agreements:**
 - A. *Approval of agreements between the State of New Mexico, Aging and Long-Term Services Department, and the City of Artesia.
 - B. *Approval of agreement with Electronic Output Solutions on outsourcing printing of utility bills.

4. **Appointments:**

5. **Personnel Resignations, Hirings, Promotions, and Transfers:**

Upon recommendation of the Mayor, subject to successful completion of required pre-employment testing, permission to:

 - A. *Hire:

<u>Name</u>	<u>Department</u>	<u>Position</u>	<u>Rate of Pay</u>
1. <u>Steven Gonzalez</u>	Police	Police Officer Certified	\$4,758 p/m CAP7
2. <u>Katrina Beverage</u>	Police	Clerk	\$3,282.93 p/m CA15
 - B. Ratification of Hire:

3. <u>Ethan Walters</u>	Streets/Park	Equipment Operator	\$2,920.67 p/m CA13
4. <u>Eric Mesquita</u>	Wastewater	Operator Assistant	\$2,920.67 p/m CA13
 - C. Ratification of Promotion:

5. <u>Joshua Tubbs</u>	Fire	Lieutenant	\$5,764.63 p/m CAF3B
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 - D. Promotion:

6. <u>Cheremie Robinson</u>	Police	Animal Control Officer II	\$3,622.67 p/m CAP2
7. <u>David M Bailey</u>	Police	Community Service Officer II	\$3,622.67 p/m CAP2
 - E. Demotion:
 - F. Transfer:
 - G. Resignation:

6. **Dates of Hearing:**

7. ***Travel and Training:**
 - A. Police – Permission for one employee to attend the AR15/16 Armorer Course in Kaufman, TX.
 - B. Police – Permission for three (3) employees to attend the NASRO Conference in Reno, NV.
 - C. Police – Permission for one (1) employee to attend the FBI – LEEDA Advanced Supervisor Liability online.
 - D. Police – Permission for two (2) employees to attend the Simunition Safety Certification Course in Florence, AZ.
 - E. Police – Permission for seven (7) employees to attend the Bloodstain Pattern Analysis in Artesia, NM.
 - F. Police – Permission for one (1) employee to attend the Domestic Violence and Homicide Investigations in Rio Rancho, NM.
 - G. Finance – Permission for two (2) employees to attend the 2026 IIMC Annual Conference in Reno, NV

- H. Fire – Permission for one (1) employee to attend the Fire Officer III- TEEX in Round Rock, TX.
- I. Fire – Permission for one (1) employee to attend the Fire Apparatus Driver Operator in Socorro, NM.
- J. Fire – Permission for one (1) employee to attend the NM IAAI Annual Conference in Albuquerque, NM.
- K. Fire – Permission for one (1) employee to attend the Fire Apparatus Driver Operator in Hobbs, NM.
- L. Planning – Permission for one (1) employee to attend the
- M. Infrastructure – Permission for one (1) employee to attend the Transfer Station Facility Operator Cert Course in Santa Fe, NM.

8. Routine Requests for City Facilities:

9. Routine Resolutions (to be assigned a number by staff):

10. Budgeted Items:

11. Quarterly Journal Entries:

12. Non-budgeted Items:

13. *Payment of Bills

**MINUTES OF CITY COUNCIL MEETING
ARTESIA, NEW MEXICO
DECEMBER 9, 2025**

The City Council of the City of Artesia, New Mexico met in the City Council Chambers at City Hall on Tuesday, December 9, 2025, at 5:00 p.m. in regular session with Mayor Jonathan Henry presiding, and the following present to wit:

Jeff Youtsey George Mullen
Jarod Moreau Raul Rodriguez
Ignacio Mariscal

Also present:
Summer Valverde, City Clerk/Treasurer
Fatima Salinas, Deputy City Clerk
Cas Tabor, City Attorney

Absent:
Wade Nelson (joined in at 5:10pm)
Michael Bunt
Richard Townley

It was determined that a quorum was present. The invocation was given by Councilor Rodriguez, all joined in the Pledge of Allegiance.

New Requests for City Facilities:

- A. *Ratification of Mayor Henry's approval – Artesia Mainstreet requests permission to hold Light Up Artesia event on December 4, 2025, from 3:00pm to 8:00pm. Requesting Street closures from 7th to 1st street, and 7th to Bulldog Bowl. (Reoccurring event with addition of fun run)

City Clerk Summer Valverde presented the MainStreet request. Councilor Rodriguez moved to approve. Seconded by Councilor Mariscal and Councilor Morea. Upon vote, the motion passed.

City Departments and Employees

None.

Special Reports

None.

Period for Hearing Visitors

Jessica Bollema, with Artesia Chamber of Commerce greeted mayor and council. Ms. Bollema introduced herself as the new Executive Director of Artesia Chamber of Commerce and Kamili Burnette as the Marketing & Events Coordinator. They both wished everyone a Merry Christmas.

Mayor Henry introduced and welcomed Hailey Klein to the city as the new City Administrator. All welcomed her to the city.

Consent Agenda

Councilor Rodriguez moved to approve and pull item 2A for clarification, and Councilor Mullen moved. Seconded by Councilor Moreau; and upon vote, the motion passed. Councilor Rodriguez asked about a general time frame from beginning to end of the project, will they receive progress

reports during the project? Will there be penalties if progress is not completed within the time frame? Infrastructure Director Byron Landfair stated he would have to get back to him on the timeframe from beginning to end. He also stated all is written in the contract. Councilor Rodriguez moved to approve item 2A. Seconded by Councilor Mullen, and upon vote, the motion passed.

**CONSENT AGENDA
DECEMBER 9, 2025**

1. **Approval of Minutes** *November 25, 2024
2. **Consideration of Bids:**
 - B. *Approval of Bid Award to White Sands Construction, Inc. for the City Hall Annex Remodel Project.
3. **Contracts, Leases and Agreements:**
 - A. *Approval of Memorandum of Agreement (MOU) between the New Mexico Health Care Authority (HCA) and Artesia Ambulance Service
4. **Appointments:**
5. **Personnel Resignations, Hirings, Promotions, and Transfers:**

Upon recommendation of the mayor, subject to successful completion of required pre-employment testing, permission to:

 - A. *Hire:

Name	Department	Position	Rate of Pay
B. Ratification/Other/Interim:			
1. <u>Russel Najar</u>	Water	Water Supervisor	\$5,097.73 per/mo
		Interim	CAP20
 - C. Promotion:
 - D. Demotion:
 - E. Transfer:
 - F. Resignation:
 1. Accept the resignation of Jennifer Cortez, Water Supervisor effective December 11, 2025.
 2. Accept the resignation of Ismael Rivas COA Van Driver, effective December 02, 2025.
6. **Dates of Hearing:**
7. **Travel and Training:**
 - A. Police – Permission for two (2) employees to attend the First Responders Appreciation Game in Arlington, TX.
8. **Routine Requests for City Facilities:**
9. **Routine Resolutions (to be assigned a number by staff):**
10. **Budgeted Items:**
11. **Quarterly Journal Entries:**
12. **Non-budgeted Items:**
13. ***Payment of Bills**

Public Hearings – including consideration of final passage of any ordinance as to which proper notice has been published.

None.

Comments from Public Officials and Contracted Services

None.

Committee Reports

Budget and Finance – Councilor Moreau stated item on agenda.

Personnel – None.

Police and Fire – None.

Safety – Mayor Pro tem Youtsey stated they met last week on the 26th and reviewed the end of year injury and accident stats. He stated the city has improved our safety record due to Fernando’s efforts and the

cooperation by our supervision and employee participation. Also, Fernando Valdez reported on Safety Stats.

Recreation – Councilor Rodriguez stated stats are in the packet and Jade updated council on programs. Infrastructure / Planning (*Streets, Garage, Cemetery, Parks, Water, Wastewater, Solid Waste, Facility Maintenance, Project Management, Code Enforcement, Permits and Inspections*) – Mayor Pro tem Youtsey stated they met on December 3rd and committee reviewed two separate utility billing disputes and will bring them to resolution; committee also received a report on 2025 recreation program statistics; and committee reviewed the ordinance pertaining to food services to add clarity for food truck vendors and may need to be amended. Government – Mayor Pro tem Youtsey stated they met on December 2nd and committee reviewed the finance department discovered the state manages a separate ICIP plan for senior citizens grants; discussed installing security cameras aboard our buses/vans, we will consult with maintenance on best route; PD did a cursory security inspection of the Senior Center and made some recommendations; the library has developed a new child safety policy and committee made a few recommendations and the plan will be forwarded to legal for review; the museum will be closed Christmas week and will take advantage of this opportunity to complete entering artifacts from storage to deaccession; and the new airport hangers concrete pad have been poured and awaiting steel erection.

Personnel

A. *Stats

Safety Coordinator Fernando reported on stats and updated mayor and council on safety progress.

Public Safety

A. *Stats.

Commander Jeff Letcher presented stats.

Fire Chief Kevin Hope greeted mayor and council and presented stats and updated council on new recruits.

Infrastructure

Infrastructure Director Byron Landfair updated mayor and council on projects within the city.

Community Development:

- 1) *Stats
- 2) *Consideration and approval of the Stacks Sports Partner Agreement.

Infrastructure Director Byron Landfair presented The Stacks Sports Partner Agreement. Councilor Moreau moved to approve. Seconded by Councilor Rodriguez and Councilor Mullen, and upon vote, the motion passed.

Infrastructure:

- 1) *Consideration and approval of disposition of a Polaris Ranger and 143 folding Brown Chairs with racks to the Town of Lake Arthur.

Infrastructure Director Byron Landfair presented the disposition of a Polaris Ranger and 143 folding chairs with racks. Councilor Rodriguez moved to approve. Seconded by Councilor Mullen, and upon vote, the motion passed.

Mr. Landfair updated mayor and council on projects within the city.

City Attorney

None.

City Clerk

- A. *Financial Reports

City Clerk/Treasurer Summer Valverde greeted mayor and council and presented the financial reports.

- B. *Consideration and approval of the Civic Plus Process Automation Statement of Work for Event Approval Automation.

City Clerk Valverde presented the Civic Plus Process Automation Statement of Work for Event Approval Automation. Councilor Rodriguez moved to approve \$13,900 in the budget adjust. Seconded by Councilor Mullen and upon vote the, the motion passed.

- C. Informational Update on City Office Holiday Hours.

City Clerk Valverde presented an informational update for City Hall holiday hours. Ms. Valverde stated it was discussed in the government committee to close city offices at 1:00 pm on Christmas Eve and if employees need to stay, their supervisors could have them work on special projects to make up time.

- D. *Consideration and approval of list of Annual Records Destruction.

City Clerk Summer Valverde presented the list of Annual Records Destruction. Councilor Rodriguez moved to approve. Seconded by Councilor Mullen and Councilor Moreau. Upon vote, the motion passed.

Mayor

Mayor Henry asked how items are added to the agenda. City Clerk Valverde responded, “when we adopt our open meeting act resolution we make the changes.

New or other business from Councilors

All wished a Merry Christmas and Happy New Year to everyone and to all be safe during this time of year.

Adjournment

There being no further business, the meeting was adjourned at 5:53 P.M. on December 09, 2025.

Jon Henry, Mayor

ATTEST:

Summer Valverde, City Clerk/Treasurer

**MINUTES OF SPECIAL CITY COUNCIL MEETING
ARTESIA, NEW MEXICO
DECEMBER 15, 2025**

The City Council of the City of Artesia, New Mexico met in the City Council Chambers at City Hall on Tuesday, December 15, 2025, at 5:00 p.m. in regular session with Mayor Jonathan Henry presiding, and the following present to wit:

Wade Nelson	Richard Townley
George Mullen	Raul Rodriguez
Jarod Moreau	Ignacio Mariscal

Also present:

Summer Valverde, City Clerk/Treasurer
Fatima Salinas, Deputy City Clerk
Cas Tabor, City Attorney

Absent:

Jeff Youtsey
Michael Bunt (joined in at 5:10pm)

It was determined that a quorum was present. The invocation was given by Councilor Rodriguez, all joined in the Pledge of Allegiance.

Mayor Henry requested to add a period for hearing visitors. Councilor Rodriguez moved to approve the request. Seconded by Councilor Mullen and upon vote, the motion passed.

Period for Hearing Visitors

Charles Moreau with Boy Scouts Troop 228 greeted mayor and council and presented Eagle Project to the council. Mr. Moreau explained that this project will help him receive his last step in rank. This project consists of permanently installing 25 flag displays in the ground at the Derrick Floor Statue on 6th and Main St to display flags around the holidays such as Memorial Day, Fourth of July and Veteran's Day to name a few. Mr. Moreau stated the scout will put out the displays when time comes around the holidays. The Lions Club will store the flags.

New Requests for City Facilities:

- A. *Blue Star Therapy, LLC request the use of city sidewalks and alleyway around the facility at 611 W Mahone, Suite A for train rides for their Christmas Polar Express Event for the families.

City Clerk Summer Valverde greeted mayor and council and presented Blue Star Therapy request. Councilor Rodriguez moved to approve. Seconded by Councilor Mariscal and Councilor Mullen and upon vote, the motion passed.

Consent Agenda

Councilor Rodriguez moved to approve and pull item 5.A.5 for clarification. Councilor Mullen moved. Seconded by Councilor Mariscal and Councilor Moreau and upon vote, the motion passed. Councilor Rodriguez moved to clarify for the hire of IT Supervisor which included the hire rate of pay; CA25 Step 4 for the record. Seconded by Councilor Mullen and upon vote, the motion passed.

CONSENT AGENDA

December 15, 2025

1. **Approval of Minutes**
2. **Consideration of Bids:**
3. **Contracts, Leases and Agreements:**
 - B. *Approval of Memorandum of Understanding between the City of Artesia and Hero2Hero.
4. **Appointments:**
5. **Personnel Resignations, Hirings, Promotions, and Transfers:**

Upon recommendation of the mayor, subject to successful completion of required pre-employment testing, permission to:

 - A. *Hire:

	<u>Name</u>	<u>Department</u>	<u>Position</u>	<u>Rate of Pay</u>
1.	<u>Samuel Aguilar</u>	Fire	Firefighter Uncertified	\$4,478.50 p/m CAF1
2.	<u>William Chavez</u>	Fire	Firefighter Uncertified	\$4,478.50 p/m CAF1
3.	<u>Eberado Adame</u>	Fire	Firefighter Uncertified	\$4,478.50 p/m CAF1
4.	<u>Myka Aguirre</u>	Fire	Firefighter Uncertified	\$4,478.50 p/m CAF1
5.	<u>Jordan Liams</u>	IT	IT Supervisor	\$5,878.35 p/m CA25Step 4
6.	<u>Linda Williams</u>	COA	Van Driver	\$2,920.67 p/m CA13
7.	<u>Aaron Speights</u>	WW	Wastewater Operator Assistant	\$2,920.67 p/m CA13

 - B. Ratification:
 - C. Promotion:
 - D. Demotion:
 - E. Transfer:
 - F. Resignation:
6. **Dates of Hearing:**
7. **Travel and Training:**
8. **Routine Requests for City Facilities:**
9. **Routine Resolutions (to be assigned a number by staff):**
10. **Budgeted Items:**
11. **Quarterly Journal Entries:**
12. **Non-budgeted Items:**
13. **Payment of Bills**
 - A. Permission to pay bills thru December 31, 2025.

Public Hearings – including consideration of final passage of any ordinance as to which proper notice has been published.

Mayor Henry sought a motion to go into public hearing. Councilor Rodriguez moved. Seconded by Councilor Mullen and Councilor Mariscal and upon vote, the motion passed.

Mayor Henry

- a. *Consideration and approval for Ordinance 1146 Amending Chapter 1, Section 8 of the Artesia City Code, to include newly annexed areas of the City of Artesia, New Mexico, in District 2 and District 3.

City Clerk Summer Valverde presented and stated this was already annexed in May and today's hearing is to put them into district for the city.

- b. Staff comments - none
- c. Public comments - none
- d. City Attorney comments/questions - none
- e. Council comments/questions – Councilor Rodriguez asked, “will the citizens be able to vote in the March election?” City Clerk Valverde responded yes.

- f. Entertain a motion and second from Council – Councilor Rodriguez moved to approve. Seconded by Councilor Mullen and upon vote, with the following votes recorded:
Aye: Nelson, Townley, Mullen, Moreau, Rodriguez, Bunt, Mariscal
Nay: None
The Motion passed.
- g. Council action
 - i. **Approve/Disapprove Ordinance 1146**

ORDINANCE 1146

Adjourn Public Hearings – Mayor Henry

Councilor Rodriguez moved to adjourn public hearing. Seconded by Councilor Mullen and upon vote, the motion passed.

City Clerk

- A. *Consideration and approval of Resolution 1932 Budget Adjustment to the FY2025-2026 Budget

City Clerk/Treasurer Summer Valverde greeted mayor and council and presented Resolution 1932- Budget Adjustment to the FY2025-2026 Budget.

Councilor Rodriguez moved to approve Resolution 1932. Seconded by Councilor Moreau, and upon vote the, the motion passed.

RESOLUTION 1932

Mayor

- A. *Executive session: In accordance with the State of New Mexico Open Meetings Act, Section 10-15-1-(H)(7)
 - a. Legal and/or Pending Litigation Matter
 - i. Action because of executive session

Mayor Henry sought a motion to go into executive session. Councilor Rodriguez moved. Seconded by Councilor Mullen and upon roll call, with the following votes recorded:
Aye: Mariscal, Bunt, Rodriguez, Moreau, Mullen, Townley, Nelson
Nay: None
The motion passed.

Council recessed to executive session at 5:20 P.M.
Council reconvened at 6:48 p.m.

Councilor Rodriguez moved to reconvene from executive session pending litigation was discussed. Seconded by Councilor Mullen and upon roll call, with the following votes recorded:
Aye: Mariscal, Bunt, Rodriguez, Mullen, Townley, Nelson
Nay: None.
The motion passed.

Councilor Rodriguez moved to state no action in executive session. Seconded by Councilor Mullen and upon vote, the motion passed.

New or other business from Councilors

Councilor Townley asked all in attendance to be safe for the holidays.

All councilmen wished everyone a Merry Christmas and Happy New Year and for all to be safe during this time of year.

Adjournment

There being no further business, the meeting was adjourned at 6:49 P.M. on December 15, 2025.

Jon Henry, Mayor

ATTEST:

Summer Valverde, City Clerk/Treasurer

**MINUTES OF SPECIAL CITY COUNCIL MEETING
ARTESIA, NEW MEXICO
DECEMBER 29, 2025**

The City Council of the City of Artesia, New Mexico met in the City Council Chambers at City Hall on Tuesday, December 29, 2025, at 5:00 p.m. in regular session with Mayor Jonathan Henry presiding, and the following present to wit:

Wade Nelson	Richard Townley
George Mullen	Jarod Moreau
Ignacio Mariscal	Michael Bunt

Also present:

Summer Valverde, City Clerk/Treasurer
Fatima Salinas, Deputy City Clerk
Cas Tabor, City Attorney

Absent:

Jeff Youtsey
Raul Rodriguez

It was determined that a quorum was present. The invocation was given by Councilor Townley, all joined in the Pledge of Allegiance.

Period for Hearing Visitors

None.

Infrastructure:

A. Community Development:

1. *Consideration and approval of Eddy County Agreement A-125-156, Agreement with City of Artesia for Funding of Housing and Infrastructure Projects.

Infrastructure Director Byron Landfair presented the agreement and stated the agreement is funding 3 projects: Project 1 Usherwoods Development (up to) \$4,000,000; Project 2 EOG Development (up to) \$2,000,000; and Project 3 Housing Incentive (up to) \$500,000. Councilor Bunt addressed a correction in the agreement number to be A-25-156. Councilor Mullen moved to approve Agreement A-25-156. Seconded by Councilor Moreau and upon vote, the motion passed.

2. *Consideration and approval to set a hearing on January 13, 2026, for Case No. 24-04, Preliminary Park Place Subdivision Unit 1, located South of 2519 W Hermosa Ave, Artesia, NM. Legal: Tract 1 of Lewis/Champion, ABO Baptist Church, Bristow Boundary Adjustment Survey Containing 47.651 acres as filed in Cabinet 6 Slide 120-1 of the Eddy County Clerk's Records, and a portion of the SE/4 NW/4 of Section 19-T17S-R26E, N.M.P.M County of Eddy, State of NM. Owners: Fairacres, LLC.

Infrastructure Director Byron Landfair presented Case No. 24-04. Councilor Mullen moved to approve. Seconded by Councilor Mariscal and upon vote, the motion passed.

3. *Consideration and approval to set a hearing on January 13, 2026, for Case No. 25-10 Final Plat for Armory Heights Subdivision, a 59-lot Subdivision located on 4.490

vacant acres; Location: 400 Block of Centre Avenue, Artesia, NM, Eddy County.
 Legal: Subd: ROSELAWN Lot: 2 Block: 4 LESS S 25', LESS W 40' & LESS E 40'
 Quarter: SE S: 17 T: 17S R: 26E. Owners: JHTC Investments LLC.
 Infrastructure Director Byron Landfair presented Case 25-10. Councilor Moreau moved to approve. Seconded by Councilor Mullen and upon vote, the motion passed.

4. *Consideration and approval of Resolution 1933 Amendment to the Economic Development Policy

Infrastructure Director Byron Landfair presented Resolution 1933 Amendment to the Economic Development Policy. Councilor Mullen moved to approve. Seconded by Councilor Mariscal and upon vote, the motion passed.

RESOLUTION 1933

City Clerk

- A. Consideration and approval for Troop 228 Boys Scouts to install permanent flag displays at the Derrick Floor Statue on 6th and Main St.

City Clerk Summer Valverde presented the project for a flag display. Charles Moreau thanked the mayor and council for the approval of the project. Councilor Moreau moved to approve. Seconded by Councilor Mullen and upon vote, the motion passed.

Mayor

- A. *Consideration and approval to set a hearing on January 13, 2026, for an Ordinance for a project participation agreement between the City of Artesia and Specialty Products USA, LLC

Infrastructure Director Byron stated he'd like to make an amendment to paragraph 4 in the agreement and should read as follow: *4. The security being offered for the city's investment: SPU shall 1) establish a Letter of Credit in favor of City for SPU's performance under this Participation Agreement as required, in the total amount of contribution from the City in the amount of \$250,00.00; **OR** 2) pledge to City as collateral, equipment or related physical collateral sufficient to cover the City's contribution \$250,000.00. Each year thereafter, on the anniversary date of the passage of the Ordinance approving this Participation Agreement, in the event the measurable objectives set out about in 3 are met, the amount of the Letter of Credit **OR** the obligation secured by Collateral shall be reduced by one-fourth (1/4), during 4-year term of this Participation Agreement. In the event SPU does not achieve the objectives in a timely manner, the City, at Its sole discretion, may demand the repayment from the Letter of Credit or take such actions as necessary to collect the amount secured as reduced for the years SPU has complied with the obligations set out in 3 above.*

City Administrator Hailey Klein presented the agreement. Councilor Bunt moved to approve to set the hearing for January 13, 2026. Seconded by Councilor Moreau and upon vote the motion passed.

- B. *Executive session: In accordance with the State of New Mexico Open Meetings Act, Section 10-15-1-(H)(7)(8)
- a. Pending Litigation Matter
 - i. Actions because of executive session
 - b. Real Property Purchase
 - i. Action because of executive session

Mayor Henry sought a motion to go into executive session in accordance with the State of New Mexico Open Meetings Act, Section 10-15-1-(H)(7). Councilor Rodriguez moved to go into executive session. Seconded by Councilor Mullen and upon roll call, with the following votes recorded:

Aye: Nelson, Townley, Mullen, Moreau, Bunt, Mariscal

Nay: none.

The motion passed.

Mayor Henry made some clarifications before going into executive session as to why special meeting are brought to light; he stated they are due to some matters being completed in time.

Council recessed to executive session at 5:19 P.M.

Council reconvened at 6:31 P.M.

Mayor Henry sought a motion to reconvene from executive session. Councilor Mulled moved. Seconded by Councilor Nelson and upon vote, with the following votes recorded:

Aye: Mariscal, Bunt, Moreau, Mullen, Townley, Nelson

Nay: none.

The motion passed.

Councilor Nelson moved to take action to consider and approve Memorandum of Agreement between the City of Artesia, New Mexico and Fairacres, LLC for The Purchase and Sale of Real Property For A Housing Development Project (item C). Seconded by Councilor Moreau councilor Moreau and upon vote, with the following votes recorded:

Aye: Nelson, Townley, Mullen, Moreau, Bunt, Mariscal

Nay: none.

The motion passed.

- C. *Consideration and Approval of Memorandum of Agreement between The City of Artesia, New Mexico, and Fairacres, LLC for The Purchase and Sale of Real Property for A Housing Development Project

Adjournment

There being no further business, the meeting was adjourned at 6:34 P.M. on December 29, 2025.

Jon Henry, Mayor

ATTEST:

Summer Valverde, City Clerk/Treasurer

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, AGING AND LONG-TERM SERVICES DEPARTMENT, 2550 Cerrillos Road, Santa Fe, NM 87505, ("**Department**") and CITY OF ARTESIA, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2024, Chapter 64, Section 10, Subsection A, Paragraph 34, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. A24-I5333 ("**Project**") 06/30/2028 ("**Reversion Date**"). Laws of 2024, Chapter 64, Section 10, Subsection A, Paragraph 34, three hundred sixty-five thousand dollars, \$365,000, for improvements to the facility to address code compliance issues and for the purchase and installation of equipment and building systems at the Artesia Senior Center in the City of Artesia in Eddy County.

B. Grantee's total reimbursements shall not exceed three hundred sixty-five thousand dollars \$365,000 ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, zero dollars, \$0, which equals three hundred sixty-five thousand dollars, \$365,000 ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description.**"

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by issuing a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit A** and incorporated herein by reference. After receipt of a Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
- b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third-Party Obligation(s); and
- c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, 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 ("**Third-Party Obligations**") and
- d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
- e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation, and request the Third-Party to begin work after issuance of a Notice of Obligation by the Department.
- b. Grantee acknowledges and agrees that any Third-Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
- c. Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third-Party but prior to execution by the Grantee.
- d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third-Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as Exhibit 2.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit D**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit D** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

- a. Grantee:
 - i. Name: Summer Valverde
 - ii. Title: Clerk/Treasurer
 - iii. Address: PO Box 1310 Artesia, NM 88210
 - iv. Email: svalverde@artesianm.gov
 - v. Telephone: 575-748-8284

B. **[OPTIONAL]**The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

- a. Grantee:
 - i. Name: John Anguiano
 - ii. Title: Project Manager – Assistant Infrastructure Director
 - iii. Address: PO Box 1310 Artesia, NM 88210
 - iv. Email: svalverde@artesianm.gov
 - v. Telephone: 575-748-2122

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

- a. Department:
 - i. Name: Tasha Martinez | Mehdi Pourali
 - ii. Title: Bureau Chief | Project Coordinator
 - iii. Address: 2550 Cerrillos Road, Santa Fe, NM 87505
 - iv. Email: tasha.martinez@altsd.nm.gov | mehdi.pourali@altsd.nm.gov
 - v. Telephone: 505.316.8900 | 505-946-8855

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
- b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
- c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third-party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

- a. Termination due to completion of the Project before the Reversion Date;
- b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
- c. Termination for violation of the terms of this Agreement; or
- d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
- b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
- b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit B** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter. Quarterly reports shall be in the form required by **Exhibit C**, attached hereto and incorporated herein by reference.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit B**. Payment requests are subject to the following procedures:

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- b. Obligated but unpaid invoices received by Grantee from third-party contractors or vendors may be reimbursed if the invoices comply with the provisions of this Agreement.
 - i. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
 - ii. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - iii. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. The date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
- d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
- f. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Département's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- g. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.

- h. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- i. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restrictions, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

- A. Reliance by Department.
 - a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
 - b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

- B. Grantee hereby represents and warrants the following:
 - a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
 - b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
 - c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
 - d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
 - e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
 - f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
 - g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third-Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
- b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
- c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

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 immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

- a. “The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico (“**Legislature**”) for the performance of this Agreement.
- b. If the Legislature does not make sufficient appropriations and authorization, City of Artesia may immediately terminate this Agreement by giving Contractor written notice of such termination.
- c. City of Artesia’s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Artesia or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Artesia or the State Department of Finance and Administration.”

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

- a. “This contract is funded in whole or in part by funds made available by the State of New Mexico (“**State**”). Should the State terminate its Agreement with City of Artesia, City of Artesia may terminate this contract immediately by providing Contractor written notice of such termination.
- b. In the event of termination pursuant to this paragraph, City of Artesia’s only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date.”

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

- a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State’s Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit D**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
 - iii. The SBOF may in the future impose further or different conditions upon the Project;
 - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
 - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
 - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
- b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third-Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
- b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policymaking, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY AGING AND LONG-TERM DIVISION (ALTSD):

SPONSOR:
or Designee

By: _____

Title: _____

Date: _____

Office of Secretary:
or Designee

By: _____

Title: _____

Date: _____

Chief Financial Officer:
or Designee

By: _____

Title: _____

Date: _____

Chief Procurement Officer:
or Designee

By: _____

Title: _____

Date: _____

AS TO LEGAL FORM AND SUFFICIENCY (ALTSD)

General Counsel's Office:
or Designee

By: _____

Title: _____

Date: _____

APPROVED BY GRANTEE:

GRANTEE: By: _____
Name Title: _____ Date: _____

GRANTEE: By: _____
Name Title: _____ Date: _____

GRANTEE: By: _____
Name Title: _____ Date: _____

GRANTEE: By: _____
Legal Counsel Title: _____ Date: _____

EXHIBIT A
Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

Notice of Obligation to Reimburse Grantee [# _____]

DATE: _____

TO: Department Representative: AGING & LONG-TERM SERVICES DEPARTMENT

FROM: Grantee: _____ Grantee Official Representative: _____

Grantee Address: _____

Name of Senior Center: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between the Grantee and the Department, I certify that the Grantee has submitted to the Department the following third-party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within The scope of the project description, subject to all the terms and conditions of the above-referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): \$ _____

The Amount of this Notice of Obligation: \$ _____

The Total Amount of all Previously Issued Notices of Obligation: \$ _____

The Total Amount of all Notices of Obligation to Date: \$ _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____ Title: _____

Signature: _____ Date: _____

Please ensure that all estimates and/or quotes are included with the Notice of Obligation (NOO).

Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

NOO Revised: 10-14-2025 PLEASE SUBMIT TO: capital.outlay@altsd.nm.gov

EXHIBIT B
Request for Payment Form and Certification

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information
(Make sure information is complete & accurate)

A. Grantee: _____

B. Senior Center (Name): _____

C. Street Address: _____
(Complete Mailing, including Suite, if applicable)

City State Zip

D. Phone No: _____

E. Grant No: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount (If Applicable): _____

D. Funds Requested to Date: _____

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to this Grant

Amount Requested this Payment: _____

F. Reversion Amount (If Applicable): _____

G. Grant Balance: _____

H. GF GOB STB (attach wire if first draw)

I. Final Request for Payment (if Applicable)

III. Fiscal Year : _____
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

**Grantee Fiscal Officer
or Fiscal Agent (if applicable)**

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

Vendor: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ALTSD Capital Outlay Bureau Chief Date ALTSD Capital Outlay Fiscal Coordinator Date

PLEASE SUBMIT TO: capital.outlay@altsd.nm.gov

EXHIBIT C
Quarterly Reports Form and Certification

EXHIBIT D
Special Conditions

EXHIBIT E
Data Sharing Provisions



A FULL SERVICE OUTPUT PROCESSING COMPANY

PRINT & MAIL PROCESSING AGREEMENT

TERMS AND CONDITIONS

Electronic Output Solutions

2510 Commerce Way
Vista CA 92081

Company Name

City of Artesia
1805 S. 27th Street
Artesia, NM 88210

1.1 SERVICES

The professional services furnished by Electronic Output Solutions (EOS) to The City of Artesia (Client) shall be as specified in the Service Agreement (Exhibit "A").

2.1 TERMS

This Agreement shall become effective when signed by both parties and shall last for a term of two years ("Initial Term"), commencing upon the date when services are first started. This agreement will renew yearly following the initial term, subject to termination as hereinafter set forth. Either party can terminate this agreement at the end of each term by providing written notice sixty (60) days prior to the initial or current term end date. Upon contract termination, EOS will either surrender or destroy any remaining materials owned by client. Client agrees to pay shipping or destruction fees of remaining materials.

3.1 PRICING

The prices for EOS services and supplies are described and listed in the Service Agreement (Exhibit "A"). Supply prices may be impacted by market conditions beyond our control and EOS may find it necessary to pass on documented supply price increases as they occur. Services and supply prices may be altered at the conclusion of the initial or current term of the agreement upon sixty (60) days written notice, prior to the end of the initial or current term. Service and supply pricing is based on a combination of both print (USPS) and e-delivery (email, web, etc.) methods. Postal rates are controlled by the United States Postal Service.

4.1 POSTAGE ADVANCE

If Client does not have a postage deposit on file with EOS, a Postage Advance of **(\$5,000)** shall be paid upon signing, which is based on twice the Client's estimated monthly volume. It is then reviewed by Electronic Output Solutions each month thereafter and revised as necessary, consistent with services actually being provided. Electronic Output Solutions will notify Client by a separate invoice when additional Postage Advance is required. The Postage Advance shall be returned within ten (10) business days of the termination of this Agreement. The Postage Advance may be used by Electronic Output Solutions to reimburse itself for any breaches of this Agreement by Client, including but not limited to early termination by Client and/or failure to pay any amounts due within the prescribed time frame as specified in the following paragraph. **No jobs will be mailed unless sufficient postage funds are available to support all postage/shipping related costs. Postage rates are set by the USPS.**

Client Initials: _____

5.1 PAYMENT TERMS

Payment is due net 30 from receipt of invoice from Electronic Output Solutions. It is understood that timeliness of payments is an essential part of this Agreement. In the event payment is not received within forty five (45) days from the invoice date, and is not subject to a good faith dispute, EOS shall have any or all of the following remedies provided EOS has provided written notice to Customer of said default

- (a) Add 1.5% per month to the unpaid balance;
- (b) Apply the Postage Advance to any unpaid balance;
- (c) Cease supplying services under this Agreement until the balance and any penalties are paid;
- (d) Make use of all remedies, which are available under existing laws.

Invoices shall be directed to (email address): gchronopulos@artesianm.gov

6.1 CONFIDENTIALITY

Both Electronic Output Solutions and Client agree to treat all information furnished by either party in a confidential manner, and to make reasonable efforts to ensure that such information including trade secrets, customer information or database is not divulged to any outside party without the prior written consent of both parties. Additionally, each party agrees not to compete with each other and/or solicit each other's customers or employees.

6.2 CONFIDENTIAL INFORMATION

Confidential Information shall mean nonpublic information that a party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, (i) any trade secrets relating to either party's product plans, research and development, or know-how; (ii) any information that the disclosing parties identify as being proprietary and/or confidential; (iii) the terms and conditions of this Agreement. "Confidential Information" shall not include information that: (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the receiving party; (ii) is known and has been reduced to tangible form by the receiving party at the time of disclosure and is not subject to restriction; (iii) is independently developed or learned by the receiving party; (iv) is lawfully obtained from a third party that has the right to make such disclosure; or (v) is made generally available by the disclosing party without restriction or disclosure.

6.3 CONFIDENTIAL INFORMATION

Each party shall protect the other's Confidential Information from unauthorized dissemination and use with the same degree of care that such party uses to protect its own like information, but in no event shall either party use less than reasonable care in protecting the other's Confidential Information. Neither party will use the other's Confidential Information for the purposes other than those contemplated by this Agreement, or disclose such information to any third parties, except in furtherance of the purposes of this Agreement, or as otherwise required or permitted by law. Each party shall limit access by its employees and agents to the other party's Confidential Information to only those who require such access on performing their duties hereunder, and shall further restrict such access to only such of the Confidential Information as may be required by such persons to perform such duties. Except as expressly provided in this Agreement, no ownership or license rights is granted in any Confidential Information.

7.1 TAXES

Client agrees to pay all taxes levied on the professional services provided by Electronic Output Solutions to Client, including Federal, State, or Local Use, Sales, Property, or other taxes; exclusive however, of any taxes levied upon Electronic Output Solutions' income. The amount of Sales and/or Use Taxes shall be added to the price as quoted in addendum 1 and shall be reflected as an addition to the monthly service charges.

8.1 ENTIRETY OF AGREEMENT

This Agreement is the entire understanding between the parties and there is no other Agreement or understanding, verbal or otherwise, except as herein expressly set forth.

9.1 NON-EXCLUSIVITY/EXCLUSIVITY

The provision of these services is not on an exclusive basis, and Electronic Output Solutions shall not be limited in supplying like services to any other Client. Nor shall Client be limited in contracting for like services outside with another vendor with the exception the scope of work detailed in Exhibit A of this service agreement.

10.1 DISCLAIMER

Electronic Output Solutions makes no warranties, express or implied, as to the fitness, design, or capacity of the system. In no event shall Electronic Output Solutions be liable for special or consequential damages arising from the provisions of this Agreement, including, without limitation,

malfunction of the system; errors or omissions with respect to the information maintained and/or furnished by the system; errors or omissions by Electronic Output Solutions or Client personnel.

Electronic Output Solutions' liability to the Client for any losses or damages, direct or indirect, arising out of this Agreement shall in no event exceed the total amount paid under this contract. Electronic Output Solutions shall not be liable for consequential damages to either Client, his Clients, or his insurance carriers in any event, and Client shall forever hold Electronic Output Solutions harmless from any and all claims or asserted liabilities in excess of those limits set forth in this section. However Electronic Output Solutions shall not be considered in default due to any failure in performance of this Agreement should such failure arise out of causes out of its control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or a public enemy, acts of the Government in either its solvent or contractual capacity, fires, floods, epidemics, earthquakes, quarantine restrictions, strike, freight embargoes, unusually severe weather conditions, or change to the U.S.P.S regulations.

Client is responsible for managing and monitoring client employees' access and usage to the EOS securevues portal. This includes the termination of access by any of client's employees who for whatever reason no longer require or are permitted access to the portal.

11.1 GOVERNING LAW, JURISDICTION AND VENUE

California law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in San Diego County, California.

12.1 SECURITY STANDARDS AND PRACTICES

EOS will take extra measures in providing a secure work environment and apply current networking practices recognized in our industry to ensure protection of customer source code and confidential data. EOS will provide an annual American Institute of Certified Public Accountants (AICPA) Statement on Auditing Standards SOC2 Type II report, upon request by (client).

13.1 REMEDY OF DEFECTS

If EOS fails to substantially deliver services as described in Exhibit "A", Client shall notify EOS in writing of any substantial defect. EOS will remedy the defect prior to the next mailing. If the failure cannot be corrected within 30 days, client will have the right to terminate the agreement with 30 days written notice.

14.1 PARTNERSHIP NEITHER INTENDED NOR CREATED

Nothing in this Agreement is intended, or shall be deemed, to constitute a partnership or joint venture between the Parties.

15.1 ASSIGNMENT

Neither (client) nor EOS may assign this Agreement or any right, interest or benefit under this Agreement without the prior written consent of the other.

16.1 SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement and the parties shall substitute for such invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

17.1 NO PRESUMPTION AGAINST THE DRAFTER

The parties have jointly participated in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this Agreement.

SERVICE AGREEMENT Exhibit "A"

Electronic Output Solutions ("Electronic Output Solutions") and Client ("client") have entered into an agreement ("Agreement") wherein Electronic Output Solutions will provide Client with certain business services and products. These services and products are defined and priced as follows:

Data Processing, Laser Printing & Inserting Services

Single utility bill cost estimate.

Utility Statement Processing and Mailing Services – EOS House Double Window Envelope			
Category	Cost		
1. Print & Mail Utility Statements (includes #10 outgoing and #9 return envelope)	n/a		
2. Print & Mail Utility Statements 4/0 (includes #10 outgoing envelope only, no return envelope)	\$0.127		
3. Additional 4/0 Pages	\$0.082		
4. Insert (print & mail, standard 8.5x11, B/W, single-sided)	\$0.040		
5. Postage Rate (First Class pass-through)	\$0.565	householded	see below
6. Electronic Statement PDF Archive/Retrieval	\$0.020		
Total (including all applicable costs above): \$ _____	\$0.834		
<i>NOTE: PDF archives produced at run time and are placed on SFTP for daily or weekly retrieval.</i>			
<i>PDF's are not a stand alone item but are part of the print and mail quote.</i>			

Cost estimates are based on one cycle with householding and projected to 1 month, and one year.

Effective postage with householding:	Bills mailed	Envelopes	Cost
Print and mail services			
EOS letter services	2011		\$631.45
Postage			
1770 pieces qualify for \$0.593 postage rate (101 pieces were householded)		1770	\$1,049.61
115 qualify for \$0.672 postage rate (12 pieces were householded)		115	\$ 77.28
12 only qualify for full pay rate (likely bad or undeliverable address)		12	\$9.36
2 Moved with no forwarding address so not mailed		0	
Postage	2011	1897	\$1,136.25
Effective postage rate (total postage cost / total bills mailed)			\$0.565
Estimated postage and services for once cycle			\$1,767.70
Estimated postage and services for one month			\$3,535.41
Estimated postage and services for one year			\$42,424.90

The Client and Electronic Output Solutions agree to these services and prices as well as the Terms and Conditions specified in this Agreement.

Client Name (client)

Signed: _____

Printed Name: _____

Title: _____

Date: _____

ELECTRONIC OUTPUT SOLUTIONS

Signed: _____

Printed Name: Terry Fyffe

Title: President

Date: _____

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, AGING AND LONG-TERM SERVICES DEPARTMENT, 2550 Cerrillos Road, Santa Fe, NM 87505, (“**Department**”) and CITY OF ARTESIA, (“**Grantee**”) (individually “**Party**” and collectively “**Parties**”). This Agreement shall be effective as of the date the Department executes it (“**Effective Date**”).

WITNESSETH

WHEREAS, in the Laws of 2024, Chapter 64, Section 10, Subsection A, Paragraph 35, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. A24-I5334 (“**Project**”) 06/30/2028 (“**Reversion Date**” Laws of 2024, Chapter 64, Section 10, Subsection A, Paragraph 35, one hundred two thousand dollars, \$102,000, for renovations to the Artesia Senior Center in the City of Artesia in Eddy County.

B. Grantee’s total reimbursements shall not exceed, one hundred two thousand dollars, \$102,000 (“**Appropriation Amount**”) minus the allocation for Art in Public Places (“**AIPP amount**”), if applicable, one thousand twenty dollars, \$1,020 which equals one hundred thousand nine hundred eighty dollars, \$100,980 (“**Adjusted Appropriation Amount**”).

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the “**Project Description.**”

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, “**Project Budget**”). The Department shall review and approve the Project Budget by issuing a Notice of Department’s Obligation (“**Notice of Obligation**”), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit A** and incorporated herein by reference. After receipt of a Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third-Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, 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 ("**Third-Party Obligations**")"; and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation, and request the Third-Party to begin work after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third-Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third-Party but prior to execution by the Grantee.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third-Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as Exhibit 2.
- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN

9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit D**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit D** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

- a. Grantee:
 - i. Name: Summer Valverde
 - ii. Title: Clerk/Treasurer
 - iii. Address: PO Box 1310 Artesia, NM 88210
 - iv. Email: svalverde@artesianm.gov
 - v. Telephone: 575.748.8284

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

- a. Grantee:
 - i. Name: John Anguiano
 - ii. Title: Project Manager – Assistant Infrastructure Director
 - iii. Address: PO Box 1310 Artesia, NM 88210
 - iv. Email: svalverde@artesianm.gov
 - v. Telephone: 575.748.2122

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

- a. Department:
 - i. Name: Tasha Martinez | Mehdi Pourali
 - ii. Title: Bureau Chief | Project Coordinator
 - iii. Address: 2550 Cerrillos Road, Santa Fe, NM 87505
 - iv. Email: tasha.martinez@altsd.nm.gov | mehdi.pourali@altsd.nm.gov
 - v. Telephone: 505.316.8900 | 505.946.8855

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after

mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date (“**Early Termination**”) pursuant to Article V herein (collectively “**Term**”).

B. The Project’s funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
- b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
- c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third-party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

- a. Termination due to completion of the Project before the Reversion Date;
- b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
- c. Termination for violation of the terms of this Agreement; or
- d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
- i. The Department’s decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
- b. As used herein, “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department’s sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
- b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.

- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit B** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter. Quarterly reports shall be in the form required by **Exhibit C**, attached hereto and incorporated herein by reference.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit B**. Payment requests are subject to the following procedures:

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- b. Obligated but unpaid invoices received by Grantee from third-party contractors or vendors may be reimbursed if the invoices comply with the provisions of this Agreement.
 - i. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
 - ii. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - iii. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year

and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

- C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:
 - a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
 - b. The date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

- A. The following general conditions and restrictions shall apply to the Project:
 - a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
 - b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
 - c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
 - d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
 - e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - f. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Département's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
 - g. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - h. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or

otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.

- i. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restrictions, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third-Party Obligation.
- i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
- b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
- c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

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 immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

- a. “The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico (“**Legislature**”) for the performance of this Agreement.
- b. If the Legislature does not make sufficient appropriations and authorization, City of Artesia may immediately terminate this Agreement by giving Contractor written notice of such termination.
- c. City of Artesia’s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Artesia or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Artesia or the State Department of Finance and Administration.”

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

- a. “This contract is funded in whole or in part by funds made available by the State of New Mexico (“**State**”). Should the State terminate its Agreement with the City of Artesia, City of Artesia may terminate this contract immediately by providing Contractor written notice of such termination.
- b. In the event of termination pursuant to this paragraph, City of Artesia’s only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date.”

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

- a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State’s Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit D**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance (“**SBOF**”), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
 - i. It is Grantee’s responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department’s failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
 - iii. The SBOF may in the future impose further or different conditions upon the Project;
 - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
 - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
 - vi. The Department’s obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn’t proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
- b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF’s Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee’s rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer

without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third-Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
- b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a

nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY AGING AND LONG-TERM DIVISION (ALTSD):

SPONSOR:
or Designee

By: _____

Title: _____

Date: _____

Office of Secretary:
or Designee

By: _____

Title: _____

Date: _____

Chief Financial Officer:
or Designee

By: _____

Title: _____

Date: _____

Chief Procurement Officer:
or Designee

By: _____

Title: _____

Date: _____

AS TO LEGAL FORM AND SUFFICIENCY (ALTSD)

General Counsel's Office:
or Designee

By: _____

Title: _____

Date: _____

APPROVED BY GRANTEE:

GRANTEE: By: _____
Name Title: _____ Date: _____

GRANTEE: By: _____
Name Title: _____ Date: _____

GRANTEE: By: _____
Name Title: _____ Date: _____

GRANTEE: By: _____
Legal Counsel Title: _____ Date: _____

EXHIBIT A
Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

Notice of Obligation to Reimburse Grantee [# _____]

DATE: _____

TO: Department Representative: **AGING & LONG-TERM SERVICES DEPARTMENT**

FROM: Grantee: _____ Grantee Official Representative: _____

Grantee Address: _____

Name of Senior Center: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between the Grantee and the Department, I certify that the Grantee has submitted to the Department the following third-party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within The scope of the project description, subject to all the terms and conditions of the above-referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): \$ _____

The Amount of this Notice of Obligation: \$ _____

The Total Amount of all Previously Issued Notices of Obligation: \$ _____

The Total Amount of all Notices of Obligation to Date: \$ _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____ Title: _____

Signature: _____ Date: _____

Please ensure that all estimates and/or quotes are included with the Notice of Obligation (NOO).

Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

NOO Revised: 10-14-2025 **PLEASE SUBMIT TO: capital.outlay@altsd.nm.gov**

EXHIBIT B
Request for Payment Form and Certification

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information
(Make sure information is complete & accurate)

A. Grantee: _____

B. Senior Center (Name): _____

C. Street Address: _____
(Complete Mailing, including Suite, if applicable)

City State Zip

D. Phone No: _____

E. Grant No: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount (If Applicable): _____

D. Funds Requested to Date: _____

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to this Grant

Amount Requested this Payment: _____

F. Reversion Amount (If Applicable): _____

G. Grant Balance: _____

H. GF GOB STB (attach wire if first draw)

I. Final Request for Payment (if Applicable)

III. Fiscal Year : _____
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

**Grantee Fiscal Officer
or Fiscal Agent (if applicable)**

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

Vendor: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ALTSD Capital Outlay Bureau Chief Date ALTSD Capital Outlay Fiscal Coordinator Date

PLEASE SUBMIT TO: capital.outlay@altsd.nm.gov

EXHIBIT C
Quarterly Reports Form and Certification

EXHIBIT D
Special Conditions

EXHIBIT E
Data Sharing Provisions



City of Artesia
Position Hiring Process Review

Position: **Police Officer Certified**

Posting: Internal External

Newspaper Advertising

Artesia Daily Press Roswell Daily Record Carlsbad Current Argus
 Albuquerque Journal New Mexico Press Other (please list)

Other Recruiting City Website Other (please list) Indeed.com

Applications: Total Applicants: **4** Internal Applicants: **0** External Applicants: **4**

Interview: Total Interviews: **4** Internal Applicants: **0** External Applicants: **4**

Pay Scale: Requested Starting Salary **\$ 4,758.00 per month CAP7**

Within Current Pay Scale? Yes No
(if no please explain)

Above Entry Step: Yes No
(if yes please explain)



City of Artesia
Position Hiring Process Review

Position: **Police Clerk**

Posting: Internal External

Newspaper Advertising

Artesia Daily Press Roswell Daily Record Carlsbad Current Argus
 Albuquerque Journal New Mexico Press Other (please list)

Other Recruiting City Website Other (please list) Indeed.com

Applications: Total Applicants: **3** Internal Applicants: **0** External Applicants: **3**

Interview: Total Interviews: **2** Internal Applicants: **0** External Applicants: **2**

Pay Scale: Requested Starting Salary **\$3282.93 per month CA15**

Within Current Pay Scale? Yes No
(if no please explain)

Above Entry Step: Yes No
(if yes please explain)



City of Artesia
Position Hiring Process Review

Position: **Streets/Parks Equipment Operator**

Posting: Internal External

Newspaper Advertising

Artesia Daily Press Roswell Daily Record Carlsbad Current Argus
 Albuquerque Journal New Mexico Press Other (please list)

Other Recruiting City Website Other (please list) Indeed.com

Applications: Total Applicants: **7** Internal Applicants: **0** External Applicants: **7**

Interview: Total Interviews: **4** Internal Applicants: **0** External Applicants: **4**

Pay Scale: Requested Starting Salary **\$2,920.67 per month CA13**

Within Current Pay Scale? Yes No
(if no please explain)

Above Entry Step: Yes No
(if yes please explain)



City of Artesia
Position Hiring Process Review

Position: **Waste Water Operator Assistant**

Posting: Internal External

Newspaper Advertising

Artesia Daily Press Roswell Daily Record Carlsbad Current Argus
 Albuquerque Journal New Mexico Press Other (please list)

Other Recruiting City Website Other (please list) Indeed.com

Applications: Total Applicants: **10** Internal Applicants: **0** External Applicants: **10**

Interview: Total Interviews: **5** Internal Applicants: **0** External Applicants: **5**

Pay Scale: Requested Starting Salary **\$2,920.67 per month CA13**

Within Current Pay Scale? Yes No
(if no please explain)

Above Entry Step: Yes No
(if yes please explain)



Expense Approval Report

By Fund

Payable Dates 12/10/2025 - 1/13/2026
 Post Dates 12/10/2025 - 1/13/2026

Payment Number	Vendor Name	Description (Item)	Account Number	Account Name	Amount
Fund: 101 - GENERAL FUND					
87780	BLUE CROSS BLUE SHIELD OF ...	PREMIUM	101-20232	INSURANCE ADJUSTMENTS	237,912.83
87781	BLUE CROSS BLUESHIELD OF ...	PREMIUM	101-20232	INSURANCE ADJUSTMENTS	7,903.74
87782	VISION SERVICE PLAN	PREMIUM	101-20232	INSURANCE ADJUSTMENTS	5,529.91
	WESTERN BANK	P CARD NOV 28, 2025 - DEC 27..	101-20900	RECORD P-CARD	123,155.83
					374,502.31
Department: 00 - Non Departmental					
87790	EDDY COUNTY	OPIOID SETTLEMENT	101-00-36090	MISCELLANEOUS NON-TAXED	112,447.15
				Department 00 - Non Departmental Total:	112,447.15
Department: 02 - Municipal Court					
87764	AT&T MOBILITY II LLC DBA AT...	287281339595	101-02-47150	COMMUNICATION EXPENSE	87.42
87815	SANDERS BRUIN COLL & WOR...	SERVICE	101-02-45020	INDIGENT ATTORNEY CONTR...	3,031.58
87678	SHARP ELECTRONICS CORPOR...	137-1987868-000	101-02-47120	COPIER LEASE	124.15
87721	PVT (PENASCO VALLEY TELEC...	INTERNET SERVICE/DETECTIVE	101-02-46900	OTHER CONTRACTUAL SVCS	325.28
				Department 02 - Municipal Court Total:	3,568.43
Department: 03 - Finance & Admin					
87548	STARCO WATER SOLUTIONS L...	PURCHASING	101-03-46010	OFFICE SUPPLIES	22.20
87541	KC SALES LLC.	SUPPLIES	101-03-43030	TRANSPORTATION	50.00
87708	ARTESIA CHAMBER OF COMM...	Q2 FY (OCT-DEC) PSA	101-03-45922	PROF SVCS CHAMBER OF CO...	8,750.00
87764	AT&T MOBILITY II LLC DBA AT...	287281339595	101-03-47150	COMMUNICATION EXPENSE	197.66
87678	SHARP ELECTRONICS CORPOR...	137-1987865-000	101-03-44041	EQUIPMENT MAINTENANCE	124.15
87678	SHARP ELECTRONICS CORPOR...	137-1987878-000	101-03-44041	EQUIPMENT MAINTENANCE	268.59
87678	SHARP ELECTRONICS CORPOR...	137-1987879-000	101-03-44041	EQUIPMENT MAINTENANCE	124.15
87718	NM COMMISSION OF PUBLIC ...	SERVICE	101-03-46010	OFFICE SUPPLIES	13.50
87834	NM COMMISSION OF PUBLIC ...	SERVICE	101-03-46010	OFFICE SUPPLIES	13.50
87779	XCEL ENERGY	Electric/611 W. Missouri	101-03-47160	UTILITIES	48.00
87552	US POSTMASTER	PO BOX ANNUAL FEE	101-03-46010	OFFICE SUPPLIES	478.00
87642	ARTESIA MAIN STREET, INC	DOWNTOWN AND COMMUNI...	101-03-45921	PROF SVCS MAINSTREET	10,079.77
87657	NEW MEXICO GAS COMPANY	GAS BILL / 611 W. MISSOURI	101-03-47160	UTILITIES	61.48
87645	CENTURYLINK	CITY HALL FAX	101-03-47150	COMMUNICATION EXPENSE	275.25
87640	ARTESIA CLEAN & BEAUTIFUL	REIM SEPT 16,2025 - DEC 15, ...	101-03-45925	PROF SVCS ARTESIA CLEAN & ...	14,250.00
87772	PITNEY BOWES RESERVE ACC...	OCT 2025	101-03-47070	POSTAGE	150.35
87772	PITNEY BOWES RESERVE ACC...	NOV 2025	101-03-47070	POSTAGE	163.01
87808	CENTURYLINK	PURCHASING FAX 575-746-60...	101-03-47150	COMMUNICATION EXPENSE	88.14
				Department 03 - Finance & Admin Total:	35,157.75
Department: 04 - Executive					
87764	AT&T MOBILITY II LLC DBA AT...	287281339595	101-04-47150	COMMUNICATION EXPENSE	46.88
				Department 04 - Executive Total:	46.88
Department: 05 - Streets					
87771	PETE'S EQUIPMENT REPAIR IN...	SUPPLIES	101-05-44040	GARAGE & MOTOR EXPENSE	3,888.98
87545	PILOT THOMAS LOGISTICS, LLC..	SUPPLY	101-05-43030	GASOLINE & OIL EXPENSE	1,525.17
87720	PILOT THOMAS LOGISTICS, LLC..	SUPPLY	101-05-43030	GASOLINE & OIL EXPENSE	692.33
87798	PILOT THOMAS LOGISTICS, LLC..	SUPPLIES	101-05-43030	GASOLINE & OIL EXPENSE	577.31
87541	KC SALES LLC.	SUPPLIES	101-05-43030	GASOLINE & OIL EXPENSE	350.00
87681	SIGN AND SAFETY SUPPLY	SUPPLY	101-05-46901	STREETS MATERIALS EXPENSE	9,894.87
87549	TERRA HAVEN LANDSCAPING ...	SERVICE	101-05-46901	STREETS MATERIALS EXPENSE	1,500.00
87726	TERRA HAVEN LANDSCAPING ...	SERVICE	101-05-46901	STREETS MATERIALS EXPENSE	3,500.00
87726	TERRA HAVEN LANDSCAPING ...	SERVICE	101-05-44030	PARKS MAINTENANCE	1,500.00
87726	TERRA HAVEN LANDSCAPING ...	SERVICE	101-05-46901	STREETS MATERIALS EXPENSE	5,000.00
87802	TERRA HAVEN LANDSCAPING ...	SERVICE	101-05-44030	PARKS MAINTENANCE	1,500.00
87764	AT&T MOBILITY II LLC DBA AT...	287281339595	101-05-47160	UTILITIES	187.52
87678	SHARP ELECTRONICS CORPOR...	137-1987876-000	101-05-47123	EQUIPMENT LEASES	344.60
87779	XCEL ENERGY	Floodlight/Davis Park	101-05-47160	UTILITIES	5,534.53

Expense Approval Report

Payable Dates: 12/10/2025 - 1/13/2026 Post Dates: 12/10/2025 - 1/13/2026

Payment Number	Vendor Name	Description (Item)	Account Number	Account Name	Amount
87843	XCEL ENERGY	ALLEY GUARD LIGHTS YUCCA	101-05-47160	UTILITIES	521.69
87843	XCEL ENERGY	1501 S. 1ST	101-05-47160	UTILITIES	80.48
87843	XCEL ENERGY	Floodlight/Davis Park	101-05-47160	UTILITIES	906.36
87843	XCEL ENERGY	Streetlight Bill 7/04	101-05-47160	UTILITIES	13,455.17
87843	XCEL ENERGY	Electric Bill/402 S. 13th	101-05-47160	UTILITIES	22.26
87843	XCEL ENERGY	500 W BULLOCK	101-05-47160	UTILITIES	40.72
87642	ARTESIA MAIN STREET, INC	GREENWAY PROJECT	101-05-46904	GREENWAY PROJECT MS	11,261.24
87642	ARTESIA MAIN STREET, INC	MAIN STREET HOLIDAY EXPEN...	101-05-46902	MAIN STREET HOLIDAY	20,653.20
87676	NEW MEXICO GAS COMPANY	15 E COMPRESS RD	101-05-47160	UTILITIES	930.90
87676	NEW MEXICO GAS COMPANY	15 E COMPRESS BLD #3	101-05-47160	UTILITIES	230.63
87806	ARTESIA MAIN STREET, INC	PSA NUMBER 07082025-04	101-05-46903	MAIN STREET EXPENSE	13,013.64
Department 05 - Streets Total:					97,111.60

Department: 06 - Police

87661	STARR JANITORIAL INC.	SUPPLIES	101-06-44010	BUILDING MAINTENANCE	54.00
87725	STARR JANITORIAL INC.	SERVICE	101-06-44010	BUILDING MAINTENANCE	54.00
87725	STARR JANITORIAL INC.	SERVICE	101-06-44010	BUILDING MAINTENANCE	108.00
87840	STARR JANITORIAL INC.	SERVICE	101-06-44010	BUILDING MAINTENANCE	189.16
87660	STARCO WATER SOLUTIONS L...	POLICE DEPARTMENT	101-06-46015	OPERATIONAL SUPPLIES	267.54
87774	ROSWELL TIRE AND APPLIANCE	SUPPLIES	101-06-44040	VEHICLE MAINTENANCE	1,644.00
87541	KC SALES LLC.	SUPPLIES	101-06-43030	TRANSPORTATION EXPENSE	200.00
87716	KAUFMAN'S WEST	SUPPLIES	101-06-46040	UNIFORM EXPENSE	2,007.75
87716	KAUFMAN'S WEST	SUPPLIES	101-06-46040	UNIFORM EXPENSE	1,055.00
87722	ROYAL VALLEY, LLC	SERVICE	101-06-46015	OPERATIONAL SUPPLIES	129.17
87836	PECOS VALLEY BROADCASTING	SERVICE	101-06-43022	RECRUITING EXPENSES	339.08
87764	AT&T MOBILITY II LLC DBA AT...	287281339595	101-06-47150	TELEPHONE/CELL PHONE	2,607.86
87785	AT&T MOBILITY II LLC DBA AT...	287281394286	101-06-47150	TELEPHONE/CELL PHONE	529.46
87678	SHARP ELECTRONICS CORPOR...	137-1987863-000	101-06-44020	MAINTENANCE CONTRACTS	124.15
87678	SHARP ELECTRONICS CORPOR...	137-1987870-000	101-06-44020	MAINTENANCE CONTRACTS	332.45
87678	SHARP ELECTRONICS CORPOR...	137-1987871-000	101-06-44020	MAINTENANCE CONTRACTS	228.62
87678	SHARP ELECTRONICS CORPOR...	137-1987877-000	101-06-44020	MAINTENANCE CONTRACTS	249.12
87678	SHARP ELECTRONICS CORPOR...	137-1987947-000	101-06-44020	MAINTENANCE CONTRACTS	249.12
87668	YUCCA TELECOM	SUPPLIES	101-06-44040	VEHICLE MAINTENANCE	155.30
87837	PROFORCE MARKETING, INC.	SUPPLIES	101-06-46012	RANGE MATERIALS EXPENSE	1,448.16
87644	CELLCO PARTNERSHIP DBA VE...	342367759-00001	101-06-47150	TELEPHONE/CELL PHONE	80.04
87721	PVT (PENASCO VALLEY TELECOM)	TOWER LEASE 2510 W GRAND	101-06-45030	PROFESSIONAL SERVICES	300.00
87711	EDDY COUNTY CENTRAL CO...	SERVICE	101-06-45030	PROFESSIONAL SERVICES	131,811.26
87666	WALLACE, BARBARA	PATCHES	101-06-46040	UNIFORM EXPENSE	155.00
87645	CENTURYLINK	ANIMAL SHELTER	101-06-47150	TELEPHONE/CELL PHONE	177.44
87626	ROBERTS, KIRK	STIPEND	101-06-46040	UNIFORM EXPENSE	60.00
87623	QUINONES, PEDRO	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00
87616	LETCHER, JEFF	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00
87628	RODRIGUEZ, DAVID	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00
87607	GALLEGOS, CHRIS	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00
87622	PEREZ, JONATHAN	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00
87613	HUERTA, RICARDO	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00
87592	BAILEY, DAVID	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00
87625	RIDER, CHRISTOPHER	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00
87600	CONTRERAS, JAMES	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00
87603	DRAKE, STEPHEN	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00
87630	TURNER, LAKEVIUS	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00
87614	IMAI, JAMIE	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00
87609	HEADY, ANTHONY	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00
87605	FLOTT VARELA, ERICA	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00
87598	CARDONA, LORENZO	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00
87634	WILLIAMS, ALEXANDER	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00
87595	BARLOW, DAVID	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00
87632	VILLEGAS, CHRISTOPHER	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00
87620	NAJAR, STEFAN	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00
87590	ACOSTA, JAROD	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00
87610	HERNANDEZ ISIDRO	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00

Expense Approval Report

Payable Dates: 12/10/2025 - 1/13/2026 Post Dates: 12/10/2025 - 1/13/2026

Payment Number	Vendor Name	Description (Item)	Account Number	Account Name	Amount
87597	BURNS, JERI	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00
87611	HERRERA, JAMES	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00
87627	ROBINSON, CHERAMIE	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00
87606	FRANCO, CATALINA	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00
87593	BAILEY, DAVID M.	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00
87619	MCCONNAUGHY, MICHELLE	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00
87594	BAILEY, HARRY	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00
87608	GONZALES, JENNA	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00
87599	CARRASCO, BRENDA	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00
87635	ZAMARRON, RAFAEL	2ND QRT 25-26 CLOTHING STI...	101-06-46040	UNIFORM EXPENSE	60.00
87719	PAWS & CLAWS HUMANE SOC...	SERVICE	101-06-45902	ANIMAL SHELTER OPERATION	15,756.30
87719	PAWS & CLAWS HUMANE SOC...	THIRD QUARTER 25-26	101-06-45902	ANIMAL SHELTER OPERATION	5,000.00
87770	NEW MEXICO GAS COMPANY	309 N 7th ST	101-06-47160	UTILITIES	386.36
87772	PITNEY BOWES RESERVE ACC...	OCT 2025	101-06-47070	POSTAGE & SHIPPING	25.46
87772	PITNEY BOWES RESERVE ACC...	NOV 2025	101-06-47070	POSTAGE & SHIPPING	36.84
87812	NEW MEXICO GAS COMPANY	502 N PADDY WAGON	101-06-47160	UTILITIES	173.54
87812	NEW MEXICO GAS COMPANY	3300 W. MAIN	101-06-47160	UTILITIES	2,797.45
Department 06 - Police Total:					170,591.63

Department: 07 - Fire

87714	INOVALON PROVIDER,INC	SERVICE	101-07-46019	AMBULANCE EXPENSE	500.37
87764	AT&T MOBILITY II LLC DBA AT...	287281339595	101-07-47150	TELEPHONE	40.54
87728	THE TRIZETTO GROUP, INC.	SERVICE	101-07-46019	AMBULANCE EXPENSE	215.50
87678	SHARP ELECTRONICS CORPOR...	137-1987864-000	101-07-44041	EQUIPMENT MAINTENANCE	252.41
87786	CENTRAL SQUARE TECHNOLOG..	SERVICE	101-07-45900	CONTRACTS	733.76
87644	CELLCO PARTNERSHIP DBA VE...	342367759-00001	101-07-47150	TELEPHONE	1,388.87
87772	PITNEY BOWES RESERVE ACC...	OCT 2025	101-07-47070	POSTAGE	165.53
87772	PITNEY BOWES RESERVE ACC...	NOV 2025	101-07-47070	POSTAGE	114.92
	QUINN, GUSTAV	MEALS	101-07-46014	FOOD ALLOWANCE	276.00
	ADAM OROPESA	MEALS	101-07-46014	FOOD ALLOWANCE	504.00
	BROCKMANN, AARON	MEALS	101-07-46014	FOOD ALLOWANCE	336.00
	HARTLEY, KEVIN	MEALS	101-07-46014	FOOD ALLOWANCE	324.00
	VILLALOBOS, GABRIEL	MEALS	101-07-46014	FOOD ALLOWANCE	360.00
	VILLALOBOS, NICHOLAS	MEALS	101-07-46014	FOOD ALLOWANCE	396.00
	VALENZUELA, NATHANIEL	MEALS	101-07-46014	FOOD ALLOWANCE	360.00
	GRANADOS, RAMIRO	MEALS	101-07-46014	FOOD ALLOWANCE	360.00
	LINDBERG, RICHARD	MEALS	101-07-46014	FOOD ALLOWANCE	480.00
	RUIZ,LUCAS	MEALS	101-07-46014	FOOD ALLOWANCE	240.00
	DOWNS, RAY	MEALS	101-07-46014	FOOD ALLOWANCE	564.00
	GRIMM, MAVERICK	MEALS	101-07-46014	FOOD ALLOWANCE	360.00
	BUSTOS, EMILIO J.	MEALS	101-07-46014	FOOD ALLOWANCE	396.00
	SILVEIRA, JEFF	MEALS	101-07-46014	FOOD ALLOWANCE	312.00
	MADRID, ADAM	MEALS	101-07-46014	FOOD ALLOWANCE	312.00
	AMAYA, AMADOR	MEALS	101-07-46014	FOOD ALLOWANCE	348.00
	HERRERA, CHRISTOPHER	MEALS	101-07-46014	FOOD ALLOWANCE	396.00
	GERLE, DAVID	MEALS	101-07-46014	FOOD ALLOWANCE	348.00
	ZUNIGA, KADEN	MEALS	101-07-46014	FOOD ALLOWANCE	360.00
	BRITTELLE, GREG	MEALS	101-07-46014	FOOD ALLOWANCE	336.00
Department 07 - Fire Total:					10,779.90

Department: 08 - Artesia Center

87541	KC SALES LLC.	SUPPLIES	101-08-43030	GAS & OIL	50.00
87764	AT&T MOBILITY II LLC DBA AT...	287281339595	101-08-47150	TELEPHONE	93.76
87678	SHARP ELECTRONICS CORPOR...	137-1987873-000	101-08-47120	COPIER LEASE	249.12
87645	CENTURYLINK	ARTESIA CENTER	101-08-47150	TELEPHONE	94.79
Department 08 - Artesia Center Total:					487.67

Department: 09 - Commission on Aging

87682	STARCO WATER SOLUTIONS L...	SENIOR CENTER	101-09-46011	SUPPLIES (KITCHEN, EVENTS)	77.72
87724	STARCO WATER SOLUTIONS L...	SENIOR CENTER	101-09-46011	SUPPLIES (KITCHEN, EVENTS)	77.72
87541	KC SALES LLC.	SUPPLIES	101-09-43030	GASOLINE & OIL EXPENSE	100.00
87672	GREGORY SPAIN	SERVICE	101-09-46904	PROGRAMS	150.00

Expense Approval Report

Payable Dates: 12/10/2025 - 1/13/2026 Post Dates: 12/10/2025 - 1/13/2026

Payment Number	Vendor Name	Description (Item)	Account Number	Account Name	Amount
87712	GREGORY SPAIN	SERVICE	101-09-46904	PROGRAMS	150.00
87678	SHARP ELECTRONICS CORPOR...	137-1987874-000	101-09-47120	RENT EQUIPMENT / MACHINE...	249.12
87713	INKREDIBLE PRINTING	SUPPLIES	101-09-47140	DUES AND SUBSCRIPTIONS	292.78
87713	INKREDIBLE PRINTING	SUPPLIES	101-09-47140	DUES AND SUBSCRIPTIONS	292.78
87715	JACK RICHARDSON DBA CIBO...	SERVICE	101-09-46904	PROGRAMS	150.00
87729	US POSTMASTER	COMMISSION OF AGING	101-09-47070	POSTAGE	1,184.02
87733	US POSTMASTER	COA ANNUAL PO BOX	101-09-47070	POSTAGE	152.00
87794	JACK RICHARDSON DBA CIBO...	SERVICE	101-09-46904	PROGRAMS	300.00

Department 09 - Commission on Aging Total: 3,176.14

Department: 10 - Library

87670	CENTER POINT LARGE PRINT, ...	SUPPLY	101-10-46080	MATERIALS EXPENSE - BOOKS	589.68
87669	BLACKSTONE PUBLISHING	SUPPLIES	101-10-46080	MATERIALS EXPENSE - BOOKS	102.38
87683	TEXAS INDUSTRIAL SERVICES	SERVICE	101-10-45900	OTHER CONTRACTUAL SERVICE	56.49
87842	TEXAS INDUSTRIAL SERVICES	SERVICE	101-10-45900	OTHER CONTRACTUAL SERVICE	89.02
87678	SHARP ELECTRONICS CORPOR...	137-1987866-000	101-10-44020	MAINTENANCE CONTRACTS	180.47
87678	SHARP ELECTRONICS CORPOR...	137-1987867-000	101-10-44020	MAINTENANCE CONTRACTS	404.31
87833	MIDWEST TAPE LLC	SUPPLIES	101-10-46080	MATERIALS EXPENSE - BOOKS	665.62
87831	INGRAM LIBRARY SERVICES, I...	SUPPLIES	101-10-46080	MATERIALS EXPENSE - BOOKS	69.73
87831	INGRAM LIBRARY SERVICES, I...	SUPPLIES	101-10-46080	MATERIALS EXPENSE - BOOKS	12.78
87831	INGRAM LIBRARY SERVICES, I...	SUPPLIES	101-10-46080	MATERIALS EXPENSE - BOOKS	194.17
87831	INGRAM LIBRARY SERVICES, I...	SUPPLIES	101-10-46080	MATERIALS EXPENSE - BOOKS	179.26
87673	INGRAM LIBRARY SERVICES, I...	SUPPLIES	101-10-46080	MATERIALS EXPENSE - BOOKS	40.62
87673	INGRAM LIBRARY SERVICES, I...	SUPPLIES	101-10-46080	MATERIALS EXPENSE - BOOKS	616.73
87831	INGRAM LIBRARY SERVICES, I...	SUPPLIES	101-10-46080	MATERIALS EXPENSE - BOOKS	324.19
87831	INGRAM LIBRARY SERVICES, I...	SUPPLIES	101-10-46082	SUMMER READING DONATIO...	1,429.49
87832	MICROMARKETING LLC	SUPPLY	101-10-46080	MATERIALS EXPENSE - BOOKS	42.50
87671	GALE/CENGAGE LEARNING	SUPPLIES	101-10-46080	MATERIALS EXPENSE - BOOKS	200.93
87829	GALE/CENGAGE LEARNING	SUPPLIES	101-10-46080	MATERIALS EXPENSE - BOOKS	41.98
87657	NEW MEXICO GAS COMPANY	205 W. QUAY	101-10-47160	UTILITIES	463.95
87645	CENTURYLINK	LIBRARY ALARM LINE	101-10-47150	TELEPHONE	88.72
87772	PITNEY BOWES RESERVE ACC...	OCT 2025	101-10-47070	POSTAGE	267.94
87772	PITNEY BOWES RESERVE ACC...	NOV 2025	101-10-47070	POSTAGE	196.27
87828	CENTURYLINK	ARTESIA PUBLIC LIBRARY	101-10-47150	TELEPHONE	361.44

Department 10 - Library Total: 6,618.67

Department: 11 - Museum

87678	SHARP ELECTRONICS CORPOR...	137-1987869-000	101-11-44020	MAINTENANCE CONTRACTS	222.14
87657	NEW MEXICO GAS COMPANY	GAS BILL/503 RICHARDSON ...	101-11-47160	UTILITIES	87.49
87645	CENTURYLINK	MUSEUM ANNEX	101-11-47150	TELEPHONE	199.43
87645	CENTURYLINK	HISTORICAL MUSEUM	101-11-47150	TELEPHONE	101.10

Department 11 - Museum Total: 610.16

Department: 13 - Garage

87550	TEXAS INDUSTRIAL SERVICES	SERVICE	101-13-46040	UNIFORM EXPENSE	96.32
87778	TEXAS INDUSTRIAL SERVICES	SERVICE	101-13-46040	UNIFORM EXPENSE	99.66
87778	TEXAS INDUSTRIAL SERVICES	SERVICE	101-13-46040	UNIFORM EXPENSE	94.11
87778	TEXAS INDUSTRIAL SERVICES	SERVICE	101-13-46040	UNIFORM EXPENSE	88.57
87817	TEXAS INDUSTRIAL SERVICES	SERVICE	101-13-46040	UNIFORM EXPENSE	90.50
87764	AT&T MOBILITY II LLC DBA AT...	287281339595	101-13-46900	OTHER SUPPLIES	46.88

Department 13 - Garage Total: 516.04

Department: 17 - Planning

87802	TERRA HAVEN LANDSCAPING ...	SERVICE	101-17-45906	TRASH/DEBRIS & DEMOLITION	2,000.00
87802	TERRA HAVEN LANDSCAPING ...	SERVICE	101-17-45906	TRASH/DEBRIS & DEMOLITION	3,500.00
87764	AT&T MOBILITY II LLC DBA AT...	287281339595	101-17-47150	TELEPHONE	244.54
87678	SHARP ELECTRONICS CORPOR...	137-1987872-000	101-17-44041	EQUIPMENT MAINTENANCE	249.12
87651	EL RITO MEDIA, LLC	SERVICE	101-17-47080	PRINTING & PUBLICATION	73.26

Department 17 - Planning Total: 6,066.92

Department: 18 - Personnel

87788	CONSOLIDATED ELECTRICAL D	SUPPLIES	101-18-45905	IT EXPENSES	342.46
87813	ORACLE AMERICA, INC.	SERVICE	101-18-45903	PROFESSIONAL SERVICES	2,520.00
87541	KC SALES LLC.	SUPPLIES	101-18-43030	TRANSPORTATION EXPENSE	50.00

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87730	WESSON ELECTRIC	SERVICE	101-18-45905	IT EXPENSES	4,650.30
87654	IWORQ	JANUARY 2026 - DECEMBER 2...	101-18-45905	IT EXPENSES	4,180.00
87717	MARTIN A PETSONK DBA ART...	SERVICE	101-18-47050	DRUG TESTING	322.94
87764	AT&T MOBILITY II LLC DBA AT...	287281339595	101-18-47150	TELEPHONE	810.89
87709	CIVICPLUS, LLC	SERVICE	101-18-45905	IT EXPENSES	2,257.68
87709	CIVICPLUS, LLC	SERVICE	101-18-45905	IT EXPENSES	13,850.01
87680	SHI INTERNATIONAL CORP	SERVICE	101-18-45905	IT EXPENSES	30,249.72
87830	GOTO COMMUNICATIONS, INC	SERVICE	101-18-45905	IT EXPENSES	2,906.39
87721	PVT (PENASCO VALLEY TELEC...	694000	101-18-45905	IT EXPENSES	377.68
87799	PVT (PENASCO VALLEY TELEC...	634300	101-18-45905	IT EXPENSES	10,656.76
87789	DESERT HILLS ELECTRIC SUPPL...	SUPPLIES	101-18-45905	IT EXPENSES	343.16
87789	DESERT HILLS ELECTRIC SUPPL...	SUPPLIES	101-18-45905	IT EXPENSES	59.52
87789	DESERT HILLS ELECTRIC SUPPL...	SUPPLIES	101-18-45905	IT EXPENSES	146.68
87789	DESERT HILLS ELECTRIC SUPPL...	SUPPLIES	101-18-45905	IT EXPENSES	646.60
87810	EMPYREAN BENEFIT SOLUTIO...	SERVICE	101-18-42900	INSURANCE ADMIN	2,134.26
Department 18 - Personnel Total:					76,505.05

Department: 21 - Facility Manintenance

87538	CONSOLIDATED ELECTRICAL D	SUPPLY	101-21-46900	OTHER SUPPLIES	59.40
87788	CONSOLIDATED ELECTRICAL D	SUPPLY	101-21-44016	FM POLICE	8.37
87788	CONSOLIDATED ELECTRICAL D	SUPPLY	101-21-44016	FM POLICE	52.77
87809	CONSOLIDATED ELECTRICAL D	SUPPLIES	101-21-44010	FACILITIES MAINT	130.82
87788	CONSOLIDATED ELECTRICAL D	SERVICE	101-21-44016	FM POLICE	500.00
87809	CONSOLIDATED ELECTRICAL D	SUPPLY	101-21-46900	OTHER SUPPLIES	116.08
87661	STARR JANITORIAL INC.	SUPPLIES	101-21-46900	OTHER SUPPLIES	93.24
87661	STARR JANITORIAL INC.	SUPPLIES	101-21-46900	OTHER SUPPLIES	90.00
87839	STARCO WATER SOLUTIONS L...	INFRASTRUCTURE	101-21-44010	FACILITIES MAINT	88.82
87659	SIMPSON NORTON CORP	SUPPLY	101-21-44040	VEHICLE MAINT	4.21
87541	KC SALES LLC.	SUPPLIES	101-21-43030	GAS AND OIL	50.00
87541	KC SALES LLC.	SUPPLIES	101-21-43030	GAS AND OIL	100.00
87667	WESSON ELECTRIC	SERVICE	101-21-44010	FACILITIES MAINT	11,625.75
87805	WESSON ELECTRIC	SERVICE	101-21-44010	FACILITIES MAINT	11,496.57
87650	DEANS INC	SERVICE	101-21-44040	VEHICLE MAINT	5,021.56
87549	TERRA HAVEN LANDSCAPING ...	SERVICE	101-21-45030	PROFESSIONAL SERVICES	500.00
87549	TERRA HAVEN LANDSCAPING ...	SERVICE	101-21-45030	PROFESSIONAL SERVICES	500.00
87549	TERRA HAVEN LANDSCAPING ...	SERVICE	101-21-44010	FACILITIES MAINT	1,500.00
87726	TERRA HAVEN LANDSCAPING ...	SERVICE	101-21-45030	PROFESSIONAL SERVICES	500.00
87726	TERRA HAVEN LANDSCAPING ...	SERVICE	101-21-45030	PROFESSIONAL SERVICES	3,500.00
87726	TERRA HAVEN LANDSCAPING ...	SERVICE	101-21-45030	PROFESSIONAL SERVICES	500.00
87802	TERRA HAVEN LANDSCAPING ...	SERVICE	101-21-44010	FACILITIES MAINT	850.00
87802	TERRA HAVEN LANDSCAPING ...	SERVICE	101-21-44010	FACILITIES MAINT	1,500.00
87535	ADVANTAGE HEATING & COOL...	SERVICE	101-21-44010	FACILITIES MAINT	209.81
87535	ADVANTAGE HEATING & COOL...	SERVICE	101-21-44018	FM RECREATION	177.65
87637	ADVANTAGE HEATING & COOL...	SERVICE	101-21-44010	FACILITIES MAINT	156.20
87637	ADVANTAGE HEATING & COOL...	SERVICE	101-21-44010	FACILITIES MAINT	516.64
87637	ADVANTAGE HEATING & COOL...	SERVICE	101-21-44010	FACILITIES MAINT	1,205.50
87637	ADVANTAGE HEATING & COOL...	SERVICE	101-21-44010	FACILITIES MAINT	1,759.65
87637	ADVANTAGE HEATING & COOL...	SERVICE	101-21-44016	FM POLICE	239.98
87783	ADVANTAGE HEATING & COOL...	SERVICE	101-21-44018	FM RECREATION	647.49
87783	ADVANTAGE HEATING & COOL...	SERVICE	101-21-44010	FACILITIES MAINT	107.64
87783	ADVANTAGE HEATING & COOL...	SERVICE	101-21-44018	FM RECREATION	295.80
87783	ADVANTAGE HEATING & COOL...	SERVICE	101-21-44010	FACILITIES MAINT	111.38
87764	AT&T MOBILITY II LLC DBA AT...	287281339595	101-21-47160	UTILITIES	140.64
87647	COATS PLUMBING AND HVAC ...	SERVICE	101-21-44021	FM GARAGE	130.79
87731	WINSUPPLY ROSWELL NM CO	SUPPLY	101-21-46900	OTHER SUPPLIES	371.43
87819	WINSUPPLY ROSWELL NM CO	SUPPLIES	101-21-44016	FM POLICE	245.27
87819	WINSUPPLY ROSWELL NM CO	SUPPLIES	101-21-44016	FM POLICE	11.61
87814	QUALITY JANITORIAL	SERVICE	101-21-44042	JANITORIAL	2,258.41
87814	QUALITY JANITORIAL	SERVICE	101-21-44042	JANITORIAL	882.70
87784	ARTESIA PLUMBING HEATING...	SERVICE	101-21-44017	FM FIRE	386.51
87784	ARTESIA PLUMBING HEATING...	SERVICE	101-21-44016	FM POLICE	156.09

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87643	BORDER STATES LAWN & PEST..	SERVICE	101-21-44010	FACILITIES MAINT	164.00
87796	NCH CORPORATION	SUPPLY	101-21-44016	FM POLICE	297.23
87553	W.W. GRAINGER, INC DBA GR...	SUPPLIES	101-21-44017	FM FIRE	700.82
87553	W.W. GRAINGER, INC DBA GR...	SUPPLIES	101-21-46900	OTHER SUPPLIES	90.00
87818	W.W. GRAINGER, INC DBA GR...	SUPPLY	101-21-46040	UNIFORM EXPENSE	13.32
87647	COATS PLUMBING AND HVAC ...	SERVICE	101-21-44010	FACILITIES MAINT	61.63
87647	COATS PLUMBING AND HVAC ...	SERVICE	101-21-46900	OTHER SUPPLIES	26.91
87647	COATS PLUMBING AND HVAC ...	SERVICE	101-21-44016	FM POLICE	165.77
87647	COATS PLUMBING AND HVAC ...	SERVICE	101-21-44010	FACILITIES MAINT	73.20
87647	COATS PLUMBING AND HVAC ...	SERVICE	101-21-44010	FACILITIES MAINT	73.20
87647	COATS PLUMBING AND HVAC ...	SERVICE	101-21-46900	OTHER SUPPLIES	38.48
87647	COATS PLUMBING AND HVAC ...	SERVICE	101-21-44020	FM LIBRARY	26.91
87540	DESERT HILLS ELECTRIC SUPPL...	SUPPLIES	101-21-46900	OTHER SUPPLIES	196.17
87789	DESERT HILLS ELECTRIC SUPPL...	SUPPLIES	101-21-46900	OTHER SUPPLIES	234.84
87540	DESERT HILLS ELECTRIC SUPPL...	SUPPLIES	101-21-46900	OTHER SUPPLIES	166.13
87540	DESERT HILLS ELECTRIC SUPPL...	SUPPLY	101-21-46900	OTHER SUPPLIES	256.83
87540	DESERT HILLS ELECTRIC SUPPL...	SUPPLIES	101-21-46900	OTHER SUPPLIES	8.52
87540	DESERT HILLS ELECTRIC SUPPL...	SUPPLIES	101-21-46900	OTHER SUPPLIES	31.88
87789	DESERT HILLS ELECTRIC SUPPL...	SUPPLIES	101-21-44016	FM POLICE	291.61
Department 21 - Facility Maintenance Total:					51,716.23
Fund 101 - GENERAL FUND Total:					949,902.53

Fund: 201 - MUNICIPAL COURT FEES FUND

Department: 00 - Non Departmental

87641	ARTESIA GENERAL HOSPITAL	JAIL MEALS	201-00-46900	EXPENSE	3,712.75
Department 00 - Non Departmental Total:					3,712.75
Fund 201 - MUNICIPAL COURT FEES FUND Total:					3,712.75

Fund: 209 - FIRE FUND

Department: 00 - Non Departmental

87648	COBRA HYDRAULICS INC	SUPPLIES	209-00-44041	EQUIPMENT OPERATING EXP...	117.59
87793	IH2S, LLC	SERVICE	209-00-44041	EQUIPMENT OPERATING EXP...	19,994.00
87795	MOTOROLA SOLUTIONS	SERVICE	209-00-44041	EQUIPMENT OPERATING EXP...	889.14
87655	JJW INC DBA THE FITNESS SUP...	SERVICE	209-00-44010	BUILDING MAINTENANCE EXP...	637.50
Department 00 - Non Departmental Total:					21,638.23
Fund 209 - FIRE FUND Total:					21,638.23

Fund: 217 - RECREATION FUND

Department: 00 - Non Departmental

87660	STARCO WATER SOLUTIONS L...	AQUATIC CENTER	217-00-46010	SUPPLIES	144.33
87816	STARCO WATER SOLUTIONS L...	AQUATIC CENTER	217-00-46010	SUPPLIES	155.43
87706	ADVANCED AIRFLOW TECHNO...	SERVICE	217-00-46010	SUPPLIES	1,274.53
87706	ADVANCED AIRFLOW TECHNO...	SERVICE	217-00-46010	SUPPLIES	5,182.43
87667	WESSON ELECTRIC	SERVICE	217-00-46010	SUPPLIES	4,400.00
87549	TERRA HAVEN LANDSCAPING ...	SERVICE	217-00-46010	SUPPLIES	3,000.00
87726	TERRA HAVEN LANDSCAPING ...	SERVICE	217-00-46010	SUPPLIES	3,000.00
87726	TERRA HAVEN LANDSCAPING ...	SERVICE	217-00-46010	SUPPLIES	3,000.00
87802	TERRA HAVEN LANDSCAPING ...	SERVICE	217-00-46010	SUPPLIES	3,000.00
87665	VALLEY DAIRY PRODUCTS, INC	SUPPLIES	217-00-46010	SUPPLIES	3,570.00
87804	VALLEY DAIRY PRODUCTS, INC	SUPPLY	217-00-46010	SUPPLIES	1,755.00
87783	ADVANTAGE HEATING & COOL..	SERVICE	217-00-46010	SUPPLIES	471.98
87787	COMMERCIAL ENERGY SPECIA...	SERVICE	217-00-46010	SUPPLIES	6,785.00
87537	ARTESIA PLUMBING HEATING...	SERVICE	217-00-46010	SUPPLIES	317.96
87807	ARTESIA PLUMBING HEATING...	SERVICE	217-00-46010	SUPPLIES	269.11
87807	ARTESIA PLUMBING HEATING...	SERVICE	217-00-46010	SUPPLIES	730.12
87807	ARTESIA PLUMBING HEATING...	SERVICE	217-00-46010	SUPPLIES	2,350.42
87707	ALLBRIGHT & ASSOCIATES, INC.	SERVICE	217-00-46010	SUPPLIES	6,592.62
87812	NEW MEXICO GAS COMPANY	711 W BOWMAN	217-00-47160	UTILITIES	7,956.84
87777	SPORTS FACILITIES MANAGE...	SERVICE	217-00-41020	SALARIES	19,463.31
87777	SPORTS FACILITIES MANAGE...	SERVICE	217-00-41020	SALARIES	20,463.98
87777	SPORTS FACILITIES MANAGE...	SERVICE	217-00-46010	SUPPLIES	1,901.00

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87777	SPORTS FACILITIES MANAGE...	SERVICE	217-00-41020	SALARIES	24,039.92
Department 00 - Non Departmental Total:					119,823.98
Fund 217 - RECREATION FUND Total:					119,823.98

Fund: 299 - INDUSTRIAL PARK FUND

Department: 00 - Non Departmental

87838	SOUTHWEST CONCRETE CON...	REFUND	299-00-36070	LEASE INCOME	200.00
Department 00 - Non Departmental Total:					200.00
Fund 299 - INDUSTRIAL PARK FUND Total:					200.00

Fund: 300 - CAPITAL IMPROVEMENT FUND

Department: 00 - Non Departmental

87649	CONSTRUCTORS,INC.	26TH ST RECONSTRUCTION	300-00-48735	Leg Grant (26th)	284,150.62
87549	TERRA HAVEN LANDSCAPING ...	SERVICE	300-00-46025	AVTC GRANT	10,000.00
87549	TERRA HAVEN LANDSCAPING ...	SERVICE	300-00-46025	AVTC GRANT	15,000.00
87656	MOLZEN CORBIN & ASSO	PROJECT ART231-12 GRAND ...	300-00-48794	GRAND ST WATER LINE REPAIR	10,241.56
87811	JESS HOLMES, FAIA, LLC	#2409	300-00-48010	702 CHISUM REMODEL	5,920.52
87553	W.W. GRAINGER, INC DBA GR...	SUPPLIES	300-00-46025	AVTC GRANT	3,029.70
87649	CONSTRUCTORS,INC.	ADA PHASE 2	300-00-40344	CDBG ADA IMPROVEMENTS	277,818.42
87811	JESS HOLMES, FAIA, LLC	#2501	300-00-48816	AIRPORT TERMINAL RENOVAT...	5,812.87
	PARKHILL SMITH & COOPER, I...	PROJECT # 4027722.20	300-00-48814	AIRPORT IMPROVEMENTS	725,695.40
	PARKHILL SMITH & COOPER, I...	PROJECT # 4027722.20	300-00-48814	AIRPORT IMPROVEMENTS	-725,695.40
87638	ALL AMERICAN PUMP SOLUTI...	SUPPLIES	300-00-48073	FIRE PUMPER	14,488.65
Department 00 - Non Departmental Total:					626,462.34
Fund 300 - CAPITAL IMPROVEMENT FUND Total:					626,462.34

Fund: 503 - WASTE WATER FUND

Department: 00 - Non Departmental

87541	KC SALES LLC.	SUPPLIES	503-00-43030	GASOLINE & OIL EXPENSE	256.00
87764	AT&T MOBILITY II LLC DBA AT...	287281339595	503-00-47150	TELEPHONE	140.64
87785	AT&T MOBILITY II LLC DBA AT...	287281394286	503-00-47150	TELEPHONE	83.74
87645	CENTURYLINK	WASTE WATER PLANT	503-00-47150	TELEPHONE	289.60
Department 00 - Non Departmental Total:					769.98
Fund 503 - WASTE WATER FUND Total:					769.98

Fund: 504 - SOLID WASTE FUND

Department: 00 - Non Departmental

87773	ROMCO,INC DBA ROMCO EQU..	SUPPLIES	504-00-44040	VEHICLE MAINTENANCE	1,289.88
87545	PILOT THOMAS LOGISTICS, LLC..	SUPPLY	504-00-43030	GASOLINE & OIL EXPENSE	853.08
87720	PILOT THOMAS LOGISTICS, LLC..	SUPPLY	504-00-43030	GASOLINE & OIL EXPENSE	1,191.95
87798	PILOT THOMAS LOGISTICS, LLC..	SUPPLIES	504-00-43030	GASOLINE & OIL EXPENSE	1,685.47
87541	KC SALES LLC.	SUPPLIES	504-00-43030	GASOLINE & OIL EXPENSE	350.00
87550	TEXAS INDUSTRIAL SERVICES	SERVICE	504-00-46040	UNIFORM EXPENSE	310.03
87727	TEXAS INDUSTRIAL SERVICES	SERVICE	504-00-46040	UNIFORM EXPENSE	310.03
87727	TEXAS INDUSTRIAL SERVICES	SERVICE	504-00-46040	UNIFORM EXPENSE	313.93
87803	TEXAS INDUSTRIAL SERVICES	SERVICE	504-00-46040	UNIFORM EXPENSE	310.03
87764	AT&T MOBILITY II LLC DBA AT...	287281339595	504-00-47150	TELEPHONE	93.76
87678	SHARP ELECTRONICS CORPOR...	137-1987875-000	504-00-44020	MAINT CONTRACTS	124.15
87767	CUMMINS INC. DBA CUMMIN...	SERVICE	504-00-44040	VEHICLE MAINTENANCE	6,398.24
87800	SHERWIN WILLIAMS CO	SUPPLIES	504-00-46903	GRAFFITI REMOVAL	26.04
87800	SHERWIN WILLIAMS CO	SUPPLIES	504-00-46903	GRAFFITI REMOVAL	121.22
87546	SAMMY NATERA	SERVICE	504-00-45909	TRANSFER HAULING (TSF STAT...	15,597.88
87723	SAMMY NATERA	SERVICE	504-00-45900	RECYCLING EXPENSE	169,542.14
87775	SAMMY NATERA	SERVICE	504-00-45909	TRANSFER HAULING (TSF STAT...	14,112.36
87544	NCH CORPORATION	SERVICE	504-00-46010	SUPPLIES	618.13
87645	CENTURYLINK	TRANSFER STATION	504-00-47150	TELEPHONE	91.26
Department 00 - Non Departmental Total:					213,339.58
Fund 504 - SOLID WASTE FUND Total:					213,339.58

Fund: 505 - WATER FUND

Department: 00 - Non Departmental

87539	DEANS INC	SERVICE	505-00-46901	WATER MATERIALS EXPENSE	538.23
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87797	NEW MEXICO TAP MASTER, I...	SERVICE	505-00-46901	WATER MATERIALS EXPENSE	25,568.03
87541	KC SALES LLC.	SUPPLIES	505-00-43030	GASOLINE & OIL EXPENSE	256.07
87769	JAMES DOYLE DBA J & K SERV...	SUPPLIES	505-00-44041	EQUIPMENT MAINT	12,731.80
87769	JAMES DOYLE DBA J & K SERV...	SUPPLIES	505-00-46901	WATER MATERIALS EXPENSE	4,153.00
87769	JAMES DOYLE DBA J & K SERV...	SUPPLIES	505-00-46900	OTHER SUPPLIES	2,007.39
87539	DEANS INC	SERVICE	505-00-46901	WATER MATERIALS EXPENSE	1,998.25
87539	DEANS INC	SERVICE	505-00-46901	WATER MATERIALS EXPENSE	232.51
87710	DEANS INC	SERVICE	505-00-44042	SCADA MAINTENANCE	290.64
87710	DEANS INC	SERVICE	505-00-44042	SCADA MAINTENANCE	2,519.44
87549	TERRA HAVEN LANDSCAPING ...	SERVICE	505-00-46901	WATER MATERIALS EXPENSE	8,000.00
87549	TERRA HAVEN LANDSCAPING ...	SERVICE	505-00-46901	WATER MATERIALS EXPENSE	12,000.00
87726	TERRA HAVEN LANDSCAPING ...	SERVICE	505-00-46901	WATER MATERIALS EXPENSE	20,000.00
87550	TEXAS INDUSTRIAL SERVICES	SERVICE	505-00-46040	UNIFORM EXPENSE	152.49
87727	TEXAS INDUSTRIAL SERVICES	SERVICE	505-00-41030	UNIFORM ALLOWANCE	205.86
87803	TEXAS INDUSTRIAL SERVICES	SERVICE	505-00-46040	UNIFORM EXPENSE	150.42
87803	TEXAS INDUSTRIAL SERVICES	SERVICE	505-00-46040	UNIFORM EXPENSE	419.71
87842	TEXAS INDUSTRIAL SERVICES	SERVICE	505-00-46040	UNIFORM EXPENSE	421.52
87764	AT&T MOBILITY II LLC DBA AT...	287281339595	505-00-47160	UTILITIES	187.52
87766	BEN MARK SUPPLY CO. INC.	SUPPLIES	505-00-46901	WATER MATERIALS EXPENSE	803.01
87547	SOUTHEAST READI-MIX PROD...	SERVICE	505-00-46900	OTHER SUPPLIES	334.50
87776	SOUTHEAST READI-MIX PROD...	SUPPLIES	505-00-46900	OTHER SUPPLIES	229.77
87776	SOUTHEAST READI-MIX PROD...	SUPPLIES	505-00-46900	OTHER SUPPLIES	396.50
87801	SOUTHEAST READI-MIX PROD...	SUPPLIES	505-00-46900	OTHER SUPPLIES	956.00
87537	ARTESIA PLUMBING HEATING...	SERVICE	505-00-46901	WATER MATERIALS EXPENSE	540.92
87843	XCEL ENERGY	2700 W REMINGTON	505-00-47160	UTILITIES	81.25
87677	RBC CAPITAL MARKETS	SERVICE	505-00-45030	PROFESSIONAL SERVICES	8,320.76
87551	US POSTMASTER	CYCLE 1 UTILITY BILLING POST...	505-00-47070	POSTAGE	1,300.00
87645	CENTURYLINK	CITY HALL FAX	505-00-47160	UTILITIES	106.10
87664	US POSTMASTER	CYCLE 2 UTILITY BILLING	505-00-47070	POSTAGE	1,300.00
87732	US POSTMASTER	SERVICE LINE	505-00-47070	POSTAGE	1,879.32
87772	PITNEY BOWES RESERVE ACC...	OCT 2025	505-00-47070	POSTAGE	769.60
87772	PITNEY BOWES RESERVE ACC...	NOV 2025	505-00-47070	POSTAGE	1,136.64
Department 00 - Non Departmental Total:					109,987.25
Fund 505 - WATER FUND Total:					109,987.25

Fund: 507 - AIRPORT FUND

Department: 00 - Non Departmental

87548	STARCO WATER SOLUTIONS L...	AIRPORT	507-00-44010	BUILDING MAINTENANCE EXP...	20.58
87541	KC SALES LLC.	SUPPLIES	507-00-43030	GASOLINE & OIL EXPENSE	81.00
87764	AT&T MOBILITY II LLC DBA AT...	287281339595	507-00-47150	TELEPHONE	93.76
87772	PITNEY BOWES RESERVE ACC...	OCT 2025	507-00-47070	POSTAGE	10.36
87772	PITNEY BOWES RESERVE ACC...	OCT 2025	507-00-47070	POSTAGE	87.32
87772	PITNEY BOWES RESERVE ACC...	NOV 2025	507-00-47070	POSTAGE	10.65
87772	PITNEY BOWES RESERVE ACC...	NOV 2025	507-00-47070	POSTAGE	72.52
87812	NEW MEXICO GAS COMPANY	702 AIRPORT RD	507-00-47160	UTILITIES EXPENSE	58.84
Department 00 - Non Departmental Total:					435.03
Fund 507 - AIRPORT FUND Total:					435.03

Fund: 510 - CEMETERY FUND

Department: 00 - Non Departmental

87661	STARR JANITORIAL INC.	SUPPLIES	510-00-44041	JANITORIAL & SANITATION	77.93
87639	ARTESIA ALFALFA GROWERS (SUPPLIES	510-00-44030	GROUNDS MAINTENANCE	232.09
87541	KC SALES LLC.	SUPPLIES	510-00-43030	GAS & OIL EXPENSE	50.00
87662	TEXAS INDUSTRIAL SERVICES	SERVICE	510-00-44010	BUILDING & GROUNDS MAIN...	18.53
87662	TEXAS INDUSTRIAL SERVICES	SERVICE	510-00-46040	UNIFORM EXPENSE	61.35
	UNIFIRST FIRST AID SAFETY C...	SERVICE	510-00-44010	BUILDING & GROUNDS MAIN...	18.53
	UNIFIRST FIRST AID SAFETY C...	SERVICE	510-00-46040	UNIFORM EXPENSE	64.12
87684	TEXAS INDUSTRIAL SERVICES	SERVICE	510-00-44010	BUILDING & GROUNDS MAIN...	18.53
87684	TEXAS INDUSTRIAL SERVICES	SERVICE	510-00-46040	UNIFORM EXPENSE	64.12
	UNIFIRST FIRST AID SAFETY C...	SERVICE	510-00-44010	BUILDING & GROUNDS MAIN...	-18.53
	UNIFIRST FIRST AID SAFETY C...	SERVICE	510-00-46040	UNIFORM EXPENSE	-64.12

Expense Approval Report

Payable Dates: 12/10/2025 - 1/13/2026 Post Dates: 12/10/2025 - 1/13/2026

Payment Number	Vendor Name	Description (Item)	Account Number	Account Name	Amount
87662	TEXAS INDUSTRIAL SERVICES	SERVICE	510-00-44010	BUILDING & GROUNDS MAIN...	18.53
87662	TEXAS INDUSTRIAL SERVICES	SERVICE	510-00-46040	UNIFORM EXPENSE	61.35
87662	TEXAS INDUSTRIAL SERVICES	SERVICE	510-00-44010	BUILDING & GROUNDS MAIN...	18.53
87662	TEXAS INDUSTRIAL SERVICES	SERVICE	510-00-46040	UNIFORM EXPENSE	61.35
87764	AT&T MOBILITY II LLC DBA AT...	287281339595	510-00-47160	UTILITIES	93.76
87645	CENTURYLINK	WOODBINE CEMETERY	510-00-47160	UTILITIES	97.74
Department 00 - Non Departmental Total:					873.81
Fund 510 - CEMETERY FUND Total:					873.81

Fund: 560 - MGRT ECONOMIC DEVELOPMENT

Department: 00 - Non Departmental

87708	ARTESIA CHAMBER OF COMM...	ECON DEV SERVICE Q2 FY26 (...	560-00-46901	MGRT ECONOMIC DEVELOP E...	37,500.00
Department 00 - Non Departmental Total:					37,500.00
Fund 560 - MGRT ECONOMIC DEVELOPMENT Total:					37,500.00
Grand Total:					2,084,645.48

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	949,902.53	819,378.70
201 - MUNICIPAL COURT FEES FUND	3,712.75	3,712.75
209 - FIRE FUND	21,638.23	21,638.23
217 - RECREATION FUND	119,823.98	119,823.98
299 - INDUSTRIAL PARK FUND	200.00	200.00
300 - CAPITAL IMPROVEMENT FUND	626,462.34	626,462.34
503 - WASTE WATER FUND	769.98	769.98
504 - SOLID WASTE FUND	213,339.58	213,339.58
505 - WATER FUND	109,987.25	109,987.25
507 - AIRPORT FUND	435.03	435.03
510 - CEMETERY FUND	873.81	873.81
560 - MGRT ECONOMIC DEVELOPMENT	37,500.00	37,500.00
Grand Total:	2,084,645.48	1,954,121.65

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
101-00-36090	MISCELLANEOUS NON-T...	112,447.15	112,447.15
101-02-45020	INDIGENT ATTORNEY C...	3,031.58	3,031.58
101-02-46900	OTHER CONTRACTUAL S...	325.28	325.28
101-02-47120	COPIER LEASE	124.15	124.15
101-02-47150	COMMUNICATION EXPE...	87.42	87.42
101-03-43030	TRANSPORTATION	50.00	50.00
101-03-44041	EQUIPMENT MAINTENA...	516.89	516.89
101-03-45921	PROF SVCS MAINSTREET	10,079.77	10,079.77
101-03-45922	PROF SVCS CHAMBER OF...	8,750.00	8,750.00
101-03-45925	PROF SVCS ARTESIA CLE...	14,250.00	14,250.00
101-03-46010	OFFICE SUPPLIES	527.20	527.20
101-03-47070	POSTAGE	313.36	313.36
101-03-47150	COMMUNICATION EXPE...	561.05	561.05
101-03-47160	UTILITIES	109.48	109.48
101-04-47150	COMMUNICATION EXPE...	46.88	46.88
101-05-43030	GASOLINE & OIL EXPENSE	3,144.81	3,144.81
101-05-44030	PARKS MAINTENANCE	3,000.00	3,000.00
101-05-44040	GARAGE & MOTOR EXP...	3,888.98	3,888.98
101-05-46901	STREETS MATERIALS EXP...	19,894.87	19,894.87
101-05-46902	MAIN STREET HOLIDAY	20,653.20	20,653.20
101-05-46903	MAIN STREET EXPENSE	13,013.64	13,013.64
101-05-46904	GREENWAY PROJECT MS	11,261.24	11,261.24
101-05-47123	EQUIPMENT LEASES	344.60	344.60
101-05-47160	UTILITIES	21,910.26	21,910.26
101-06-43022	RECRUITING EXPENSES	339.08	339.08
101-06-43030	TRANSPORTATION EXPE...	200.00	200.00
101-06-44010	BUILDING MAINTENANCE	405.16	405.16
101-06-44020	MAINTENANCE CONTRA...	1,183.46	1,183.46
101-06-44040	VEHICLE MAINTENANCE	1,799.30	1,799.30
101-06-45030	PROFESSIONAL SERVICES	132,111.26	132,111.26
101-06-45902	ANIMAL SHELTER OPER...	20,756.30	20,756.30
101-06-46012	RANGE MATERIALS EXP...	1,448.16	1,448.16
101-06-46015	OPERATIONAL SUPPLIES	396.71	396.71
101-06-46040	UNIFORM EXPENSE	5,137.75	5,137.75
101-06-47070	POSTAGE & SHIPPING	62.30	62.30
101-06-47150	TELEPHONE/CELL PHONE	3,394.80	3,394.80
101-06-47160	UTILITIES	3,357.35	3,357.35
101-07-44041	EQUIPMENT MAINTENA...	252.41	252.41
101-07-45900	CONTRACTS	733.76	733.76
101-07-46014	FOOD ALLOWANCE	7,368.00	0.00
101-07-46019	AMBULANCE EXPENSE	715.87	715.87

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
101-07-47070	POSTAGE	280.45	280.45
101-07-47150	TELEPHONE	1,429.41	1,429.41
101-08-43030	GAS & OIL	50.00	50.00
101-08-47120	COPIER LEASE	249.12	249.12
101-08-47150	TELEPHONE	188.55	188.55
101-09-43030	GASOLINE & OIL EXPENSE	100.00	100.00
101-09-46011	SUPPLIES (KITCHEN, EVE...	155.44	155.44
101-09-46904	PROGRAMS	750.00	750.00
101-09-47070	POSTAGE	1,336.02	1,336.02
101-09-47120	RENT EQUIPMENT / MA...	249.12	249.12
101-09-47140	DUES AND SUBSCRIPTIO...	585.56	585.56
101-10-44020	MAINTENANCE CONTRA...	584.78	584.78
101-10-45900	OTHER CONTRACTUAL S...	145.51	145.51
101-10-46080	MATERIALS EXPENSE - B...	3,080.57	3,080.57
101-10-46082	SUMMER READING DON...	1,429.49	1,429.49
101-10-47070	POSTAGE	464.21	464.21
101-10-47150	TELEPHONE	450.16	450.16
101-10-47160	UTILITIES	463.95	463.95
101-11-44020	MAINTENANCE CONTRA...	222.14	222.14
101-11-47150	TELEPHONE	300.53	300.53
101-11-47160	UTILITIES	87.49	87.49
101-13-46040	UNIFORM EXPENSE	469.16	469.16
101-13-46900	OTHER SUPPLIES	46.88	46.88
101-17-44041	EQUIPMENT MAINTENA...	249.12	249.12
101-17-45906	TRASH/DEBRIS & DEMOL...	5,500.00	5,500.00
101-17-47080	PRINTING & PUBLICATI...	73.26	73.26
101-17-47150	TELEPHONE	244.54	244.54
101-18-42900	INSURANCE ADMIN	2,134.26	2,134.26
101-18-43030	TRANSPORTATION EXPE...	50.00	50.00
101-18-45903	PROFESSIONAL SERVICES	2,520.00	2,520.00
101-18-45905	IT EXPENSES	70,666.96	70,666.96
101-18-47050	DRUG TESTING	322.94	322.94
101-18-47150	TELEPHONE	810.89	810.89
101-20232	INSURANCE ADJUSTME...	251,346.48	251,346.48
101-20900	RECORD P-CARD	123,155.83	0.00
101-21-43030	GAS AND OIL	150.00	150.00
101-21-44010	FACILITIES MAINT	31,630.81	31,630.81
101-21-44016	FM POLICE	1,968.70	1,968.70
101-21-44017	FM FIRE	1,087.33	1,087.33
101-21-44018	FM RECREATION	1,120.94	1,120.94
101-21-44020	FM LIBRARY	26.91	26.91
101-21-44021	FM GARAGE	130.79	130.79
101-21-44040	VEHICLE MAINT	5,025.77	5,025.77
101-21-44042	JANITORIAL	3,141.11	3,141.11
101-21-45030	PROFESSIONAL SERVICES	5,500.00	5,500.00
101-21-46040	UNIFORM EXPENSE	13.32	13.32
101-21-46900	OTHER SUPPLIES	1,779.91	1,779.91
101-21-47160	UTILITIES	140.64	140.64
201-00-46900	EXPENSE	3,712.75	3,712.75
209-00-44010	BUILDING MAINTENANC...	637.50	637.50
209-00-44041	EQUIPMENT OPERATING...	21,000.73	21,000.73
217-00-41020	SALARIES	63,967.21	63,967.21
217-00-46010	SUPPLIES	47,899.93	47,899.93
217-00-47160	UTILITIES	7,956.84	7,956.84
299-00-36070	LEASE INCOME	200.00	200.00
300-00-40344	CDBG ADA IMPROVEME...	277,818.42	277,818.42
300-00-46025	AVTC GRANT	28,029.70	28,029.70
300-00-48010	702 CHISUM REMODEL	5,920.52	5,920.52

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
300-00-48073	FIRE PUMPER	14,488.65	14,488.65
300-00-48735	Leg Grant (26th)	284,150.62	284,150.62
300-00-48794	GRAND ST WATER LINE ...	10,241.56	10,241.56
300-00-48814	AIRPORT IMPROVEMEN...	0.00	0.00
300-00-48816	AIRPORT TERMINAL RE...	5,812.87	5,812.87
503-00-43030	GASOLINE & OIL EXPENSE	256.00	256.00
503-00-47150	TELEPHONE	513.98	513.98
504-00-43030	GASOLINE & OIL EXPENSE	4,080.50	4,080.50
504-00-44020	MAINT CONTRACTS	124.15	124.15
504-00-44040	VEHICLE MAINTENANCE	7,688.12	7,688.12
504-00-45900	RECYCLING EXPENSE	169,542.14	169,542.14
504-00-45909	TRANSFER HAULING (TSF...	29,710.24	29,710.24
504-00-46010	SUPPLIES	618.13	618.13
504-00-46040	UNIFORM EXPENSE	1,244.02	1,244.02
504-00-46903	GRAFFITI REMOVAL	147.26	147.26
504-00-47150	TELEPHONE	185.02	185.02
505-00-41030	UNIFORM ALLOWANCE	205.86	205.86
505-00-43030	GASOLINE & OIL EXPENSE	256.07	256.07
505-00-44041	EQUIPMENT MAINT	12,731.80	12,731.80
505-00-44042	SCADA MAINTENANCE	2,810.08	2,810.08
505-00-45030	PROFESSIONAL SERVICES	8,320.76	8,320.76
505-00-46040	UNIFORM EXPENSE	1,144.14	1,144.14
505-00-46900	OTHER SUPPLIES	3,924.16	3,924.16
505-00-46901	WATER MATERIALS EXP...	73,833.95	73,833.95
505-00-47070	POSTAGE	6,385.56	6,385.56
505-00-47160	UTILITIES	374.87	374.87
507-00-43030	GASOLINE & OIL EXPENSE	81.00	81.00
507-00-44010	BUILDING MAINTENANC...	20.58	20.58
507-00-47070	POSTAGE	180.85	180.85
507-00-47150	TELEPHONE	93.76	93.76
507-00-47160	UTILITIES EXPENSE	58.84	58.84
510-00-43030	GAS & OIL EXPENSE	50.00	50.00
510-00-44010	BUILDING & GROUNDS ...	74.12	74.12
510-00-44030	GROUNDS MAINTENAN...	232.09	232.09
510-00-44041	JANITORIAL & SANITATI...	77.93	77.93
510-00-46040	UNIFORM EXPENSE	248.17	248.17
510-00-47160	UTILITIES	191.50	191.50
560-00-46901	MGRT ECONOMIC DEVE...	37,500.00	37,500.00
	Grand Total:	2,084,645.48	1,954,121.65

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	2,084,645.48	1,954,121.65
Grand Total:	2,084,645.48	1,954,121.65



CITY OF ARTESIA

MEMORANDUM

TO: Mayor Henry and City Council

FROM: Byron Landfair, Infrastructure Director
Anna Iglesias, City Planner

DATE: January 13, 2026

SUBJECT: Consideration and recommendation of Case No. 24-04,
Preliminary Park Place Subdivision Unit 1

Case No. 24-04

Request: **Preliminary Park Place Subdivision Unit 1**

Location: South of 2519 W Hermosa Ave.

Legal: Tract 1 of Lewis/Champion, ABO Baptist Church, Bristow Boundary Adjustment Survey Containing 47.651 acres as filed in Cabinet 6 Slide 120-1 of the Eddy County Clerk's Records, and a portion of the SE/4 NW/4 of Section 19-T17S-R26E, N.M.P.M County of Eddy, State of NM.

Owners: Fairacres, LLC

ACTION: TO RECOMMEND APPROVAL OR DENIAL OF THE REQUEST

The applicant is requesting approval of the preliminary plat for Park Place Subdivision Unit 1, a 74-lot subdivision located on 47.65 vacant acres in Artesia NM, Eddy County south of 2519 W Hermosa Dr. The size of each lot will be a minimum of 5,998 sf. The zoning is R2 – General Residential District, so the minimum lot size and lot width requirements are 50x120. The area was included for land use designation Mixed Use and Low Density Residential in the City's Comprehensive Plan as area 3. The proposed development is consistent with several of the developed lots in the vicinity.

The property is within Zone X of the FEMA Flood Insurance Rate Map, meaning that there is minimal flood hazard in the area. The streets will have right-of-way widths of 60'. Access into the subdivision will be from 26th Street onto Broadway Loop North and Broadway Loop South, to be constructed, and 3 interior streets Illinois, Baltic and Temple Ave to be constructed. The subdivision will be developed so that drainage will flow to the east and 3 retention ponds will be constructed at the east end of all 3 Streets.

Water, gas, and electric services are in the Street. Sewer line runs east to west straight through the middle of the subdivision.

After the preliminary plat is approved and a final plat is prepared, we are requiring a note on the final plat that states "Design Engineer Drainage Plan must be adhered to for all lot development."

The Preliminary plat was approved by Planning and Zoning Commission at their regular meeting on November 20th, 2024. Staff is in support of the proposed preliminary plat.

CITY OF ARTESIA - BUILDING PERMIT
DEPARTMENT OF BUILDING PERMITS & INSPECTION
P.O. Drawer 1310 Artesia, New Mexico 88211
Permit #: 20240865

Project Address:

Permit Type: Preliminary Plat

Project Description: Preliminary Plat for Fairacres LLC South of 2519 W. Hermosa Dr.

Name of Owner: Fairacres LLC

Date Issued: 11/06/2024

Contractor: Smith Engineering

License #: 411971

Subdivision:

Lot:

Block:

Zoning Classification:

Occupancy Use:

Construction Type:

Building Classification: Residential

Square Feet:

Flood Zone: X

Building Official: Don Plotner

Project Valuation: 0

Permit Fee: \$200.00


Building Official - City of Artesia

Final Inspection

Date

S. of 2519 W. Hermosa Dr.

City of Artesia Application for a Preliminary Plat

Type or Print in BLACK or BLUE ink only:

1. <u>Fairacres, LLC</u> Property Owner's Name	Address <u>P.O. Box 247</u> City/State/Zip <u>Artesia/NM/88211-0247</u> Phone # <u>575-746-9074</u>	Case No. <u>24-04</u> DATE: <u>11/12/2024</u>
2. _____ Property Owner's Name	Address _____ City/ State/Zip _____ Phone # _____	Flood Zone: <u>X</u>

Smith Engineering Company Agent's Name	Zoning District: <u>R-7</u>	Located inside City Limits <input checked="" type="checkbox"/> OR County/3 mile Jurisdiction _____ \$200 Application fee _____
Address <u>401 N. Pennsylvania Avenue</u> City/ State/Zip <u>Roswell/NM/88201</u> Phone # <u>575-622-8866</u>	Required Yard Setbacks (Feet): <u>20' Front 20' Side 21' Side</u> Street Side (Name) _____	

Legal Description of Proposed Property Area: (Lot/Block/Subdivision, Tract, Section-Township/Range)
Tract 1 of Lewis/Champion, ABO Baptist Church, Bristow Boundary Adjustment Survey containing 47.651 acres, as filed in Cabinet 6, Slide 120-1 of the Eddy County Clerk's records, together with a 10.3 acre parcel located in the SE 1/4 of the NW 1/4 of Section 19, Township 17 South, Range 26 East.

Original Subdivision Name:
N/A

Subdivision filed Date _____

Proposed Subdivision Name:
Park Place Unit One Subdivision

No. of Lots 74 Blocks 1

FUTURE LAND USE PLAN

Residential Commercial Industrial Public
 Park & Open Space Religious Institution Cemetery Mix Use
 Mobile Home Hospital Parking Undetermined

SHADED AREA FOR STAFF ONLY

Specifications are listed on the Instructional Sheet. All documentation and fees shall be required at the time this application is submitted, unless otherwise noted by the Community Development Staff.

By signing this document, I acknowledge that I have been informed of the dates, times, and locations of the meetings for the Planning and Zoning Commission and City Council and that I and/or my agent shall attend the meetings in order to fulfill the requirements of this application.

Steve Usherwood
Steve Usherwood
Property Owner's Signature(s)

[Signature]
Agent's Signature

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THE PLANNING AND ZONING COMMISSION

MEETING MINUTES

November 20, 2024

Commissioners Present: Chairman Richard Price, Steve Moreno, Paul Alvarez, Anna Whitmire, Aleen Ivy, Trinidad Malone, Ottie Speir

City Staff Present: Anna Iglesias-City Planner
John Anguiano-Infrastructure Assistant Director
Allison Sanchez-Senior Administrative Assistant

Guests Present: Chad Harcrow-Harcrow Surveying
Scott Hicks-Smith Engineering

Chairman Richard Price called the meeting to order at 2:00 P.M.

Upon roll call it was determined that a quorum was present. The agenda was approved as written.

A motion to approve the April 17, 2024, meeting minutes, as presented, was made by Mrs. Ivy and seconded by Mr. Price; unanimously approved.

Case No. 24-03: Consideration and recommendation of Case No. 24-03, Variance to Replat Lot 1 & East 16.67' of Lot 3, Block 52 of the Artesia Improvement Company, City of Artesia to the County of Eddy, in Section 17, Township 17S, Range 26E. 401 W Dallas & 606 S 4th St. Owner: Blue Bottle Rev Trust. The applicant is requesting a Variance to Replat Lot 1 & East 16.67ft of Lot 3, Block 52 of the Artesia Improvement Company, City of Artesia to the County of Eddy, in Section 17, Township 17S, Range 26E.

The property is currently a multifamily with 2 dwellings on 2 lots, the lot lines run vertical. The property is zoned R2 – General Residential District. Per city code 9-9-3 Required Lot Size for this zoning is a minimum of 50' lot width, with a total lot area of 6,000 sf. The lot area allowed per single family is 6,000 sf or 2,000 sf per family for a multifamily. The proposed replat provided by Harcrow Surveying shows that Lot X would be a 66.59 x 88.50 lot with a total square footage of 5,893.21. Lot Y would be a 51.50 x 66.67 lot with a total square footage of 3,431.96.

Staff does not support the variance request due to the size of the proposed lots.

Mr. Price made the motion to recommend approval to the council; seconded by Mr. Speir.

The vote was unanimous.

Case No. 24-04: Consideration and recommendation of Case No. 24-04, Preliminary Park Place Subdivision Unit 1, Tract 1 of Lewis/Champion, ABO Baptist Church, Bristow Boundary Adjustment Survey Containing 47.651 acres as filed in Cabinet 6 Slide 120-1 of the Eddy County Clerk's Records, and a portion of the SE/4 NW/4 of Section 19-T17S-R26E, N.M.P.M County of Eddy, State of NM. Owner: Fairacres, LLC. The applicant is requesting approval of the preliminary plat for Park Place Subdivision, a 74-lot subdivision located on 47.65 vacant acres in Artesia NM, Eddy County south of 2519 W Hermosa Dr. The size of each lot will be a minimum of 5,998 sf. The zoning is R2 – General Residential District, so the minimum lot size and lot width requirements are 50x120. The area was included for land use designation Mixed Use and Low Density Residential in the City's Comprehensive Plan as area 3. The proposed development is consistent with several of the developed lots in the vicinity.

The property is within Zone X of the FEMA Flood Insurance Rate Map, meaning that there is minimal flood hazard in the area. The streets will have right-of-way widths of 60'. Access into the subdivision will be from 26th Street onto Broadway Loop North and Broadway Loop South, to be constructed, and 3 interior streets Illinois, Baltic and Temple Ave, to be constructed. The subdivision will be developed so that drainage will flow to the east and 3 retention ponds will be constructed at the east end of all 3 Streets.

Water, gas, and electric services are in the Street. Sewer line runs east to west straight through the middle of the subdivision.

After the preliminary plat is approved and a final plat is prepared, we are requiring a note on the final plat that states "Design Engineer Drainage Plan must be adhered to for all lot development."

Staff is in support of the proposed preliminary plat.

Mrs. Whitmire made the motion to recommend approval to the council; seconded by Mr. Price.

The vote was unanimous.

Other Business: None

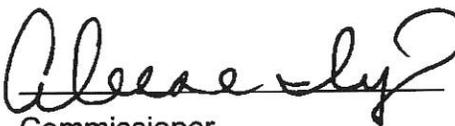
Meeting was adjourned at 2:17 P.M.

These minutes were reviewed and approved without changes during the meeting of

February 19th, 2024



Chair or Vice-Chair



Commissioner

ORDINANCE NO. 1147

AN ORDINANCE OF THE CITY OF ARTESIA NEW MEXICO, CONSENTING TO A DIVISION OF DESIGNATION OF CERTAIN TERRITORY, AS SOUGHT BY PETITION OF THE OWNER OF THE PROPERTY WITHIN SAID TERRITORY, AND PROVIDING FOR THE FILING OF SAID ORDINANCE AND FINAL PLAT OF THE SAID TERRITORY, AND TRANSMITTAL OF COPIES THEREOF, AS REQUIRED BY LAW

WHEREAS, JHTC Investment, owner of the property of the territory, has filed with the City Council of the City of Artesia, New Mexico, a request seeking the final plat within the city limits of the City of Artesia, New Mexico; and

WHEREAS, said owner has complied with all the requirements within Title 10, Chapter 4, “Requirements and Procedures for Submittal of a Final Plat,” of the City of Artesia City Code; and

WHEREAS, the City Council of the City of Artesia, New Mexico, having examined the aforementioned final plat, FINDS that the territory proposed to be platted is within the city limits of the municipality of Artesia, New Mexico; has complied with all Artesia City Code requirements; and that the owner of the territory proposed to be platted has consented to the final plat.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Artesia, New Mexico, that said governing body does hereby express its consent and approval of the final plat to be known as **Armory Heights Subdivision**, to Eddy County, New Mexico as located within the city limits of the City of Artesia, Eddy County, New Mexico.

BE IT FURTHER ORDAINED by the City Council of the City of Artesia, New Mexico, that a certified copy of this Ordinance and a copy of the **Armory Heights Subdivision** final plat shall be filed in the office of the County Clerk of Eddy County, New Mexico within one year of the approved date.

PASSED, ADOPTED AND APPROVED this ____ day of _____ 2026.

CITY OF ARTESIA, NEW MEXICO

Jonathan Henry, Mayor

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
COUNTY OF EDDY)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF
_____ 2026 BY **JONATHAN HENRY - MAYOR OF THE CITY OF**
ARTESIA.

MY COMMISSION EXPIRES:

NOTARY PUBLIC:



CITY OF ARTESIA

MEMORANDUM

TO: Mayor Henry and City Council

FROM: Byron Landfair, Infrastructure Director
Anna Iglesias, City Planner

DATE: January 13th, 2026

SUBJECT: Consideration and recommendation of Case No. 25-10, Final Plat for Armory Heights Subdivision.

Case No. 25-10

Request: Final Plat for Armory Heights Subdivision

Location: 400 Block of Centre Avenue

Legal: Subd: ROSELAWN Lot: 2 Block: 4 LESS S 25', LESS W 40' & LESS E 40' Quarter: SE S: 17 T: 17S R: 26E

Owners: JHTC INVESTMENTS LLC

ACTION: TO RECOMMEND APPROVAL OR DENIAL OF THE REQUEST

The applicant is requesting approval of the final plat for the Armory Heights Subdivision, a 59-lot subdivision located on 4.490 vacant acres in Artesia NM, Eddy County New Mexico. The size of the lots varies in size, 27 lots will be for single family residences and 20 lots will be for condos, and one playground. The zoning is SU-1 – Special Use Zone, there is no minimum lot size or lot width requirements or setbacks. The area was included for land use designation Mixed Use in the City's 2024 Comprehensive Plan. The proposed development is consistent with developed lots in the vicinity.

The property is within Zone X of the FEMA Flood Insurance Rate Map, meaning that there is minimal flood hazard in the area. The street will have right-of-way widths of 50'ft. access into the subdivision will be from 4th Street, 5th Street and a new street that will be named Armory Avenue.

Water, gas, and electric services are in the Street. Sewer line runs east to west on Centre Avenue and will be ran down on Armory Avenue straight through the middle of the subdivision.

“Design Engineer Easement Plan” has been adhered for all lot development as requested.

Staff is in support of the proposed final plat, the Planning and Zoning Commission approved the final plat at their regular meeting on December 17th, 2025.

CITY OF ARTESIA - BUILDING PERMIT
DEPARTMENT OF BUILDING PERMITS & INSPECTION
15 E Compress Rd, Artesia NM 88210
Permit #: 20250715

PAID

Project Address: 409 W CENTRE AVENUE

Permit Type: Final Plat

Project Description: Final Plat

Name of Owner: JHTC INVESTMENTS LLC

Date Issued: 11/13/2025

Contractor: MAC Real Estate

License #: 3245253

Subdivision: Roselawn

Lot: 2

Block: 4

Zoning Classification: R1B

Occupancy Use:

Construction Type:

Building Classification: Residential

Square Feet:

Flood Zone: X

Building Official: Don Plotner

Project Valuation: 0

Permit Fee: \$200.00


Building Official - City of Artesia

Final Inspection

Date

City of Artesia *409 W. Centre Ave.*
Application for a Final Plat

Type or Print in BLACK or BLUE ink only:

1. MAC Real Estate Inc.
Property Owner's Name

Address 6616 Gulton Ct. NE Suite 90
 City/State/Zip Albuquerque, NM 87109
 Phone # (505) 896-9428

2. _____
Property Owner's Name

Address _____
 City/ State/Zip _____
 Phone # _____

Case No.
25-10

DATE:
11/5/2025

Flood Zone:
X

Located inside
 City Limits
 OR
 County 3 miles
 Jurisdiction _____

\$200 Application
 fee

AGENT: Jim Mitchell

Address 6616 Gulton Ct. NE Suite 90
 City/ State/Zip Albuquerque, NM 87109
 Phone # (505) 896-9428

Current Zoning District: SU1
Current Use _____
Required Yard Setbacks (Feet):
 _____ Front _____ Rear _____ Side
 _____ Street Side(Name _____)

Legal Description of Proposed Area: (Lot/Block/Subdivision, Tract, Section-Township/Range)

RoseLawn Subdivision, Lot 2

Original Subdivision Name:
Roselawn Subdivision

Subdivision filed Date _____

Proposed Subdivision Name:
Armory Heights

No. of Lots 56 Blocks _____

FUTURE LAND USE PLAN

Residential ___ Commercial ___ Industrial ___ Public
 ___ Park & Open Space ___ Religious Institution ___ Cemetery ___ Mix Use
 ___ Mobile Home ___ Hospital ___ Parking ___ Undetermined

SHADED AREA FOR STAFF ONLY

Specifications are listed on the Instructional Sheet. All documentation and fees shall be required at the time this application is submitted, unless otherwise noted by Community Development Staff.

By signing this document, I acknowledge that I have been informed of the dates, times, and locations of the public meetings for the Planning and Zoning Commission and City Council and that I and/or my agent shall attend the meetings in order to fulfill the requirements of this application.

Jim Mitchell
 Property Owner's Signature (s)

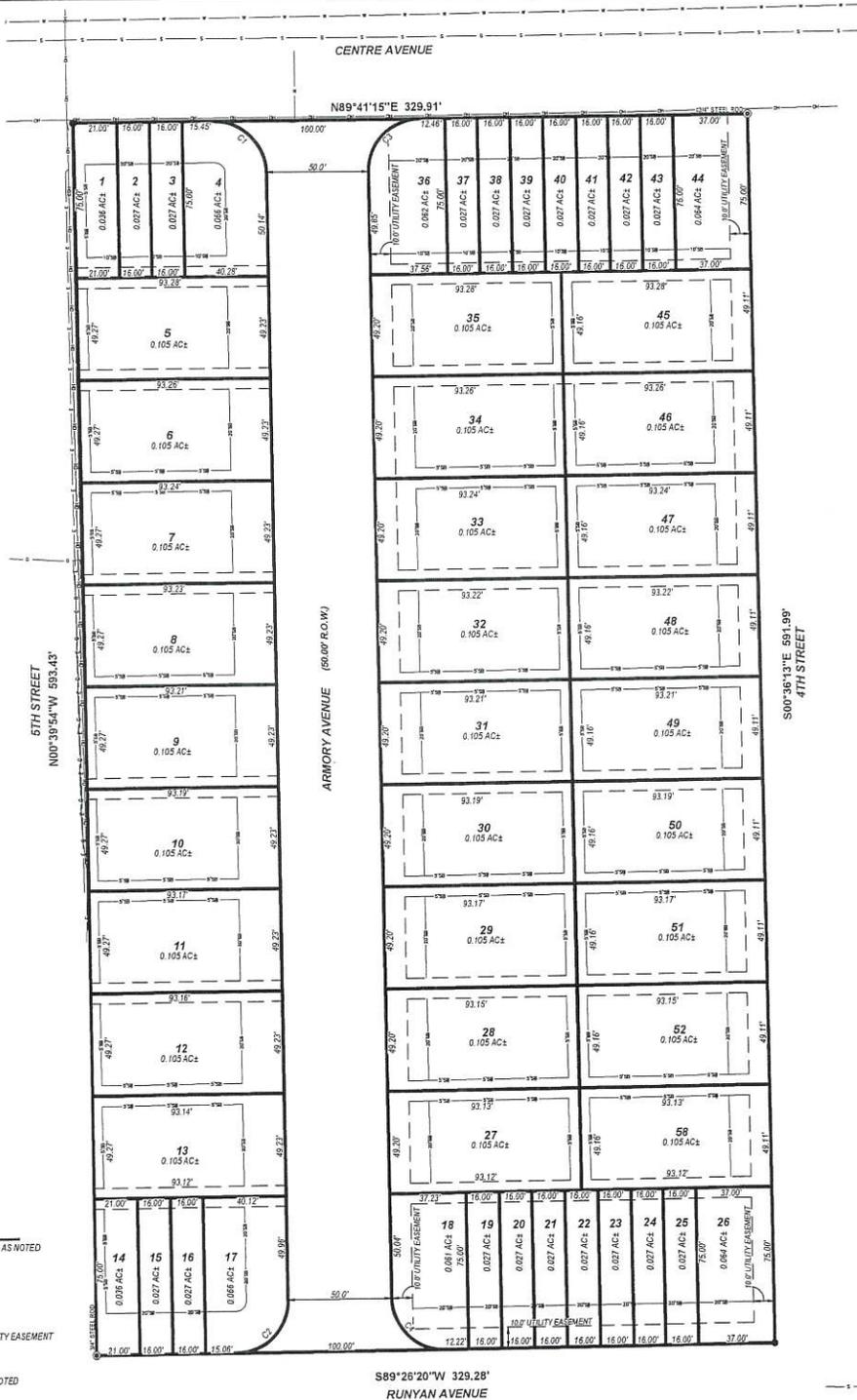
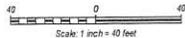
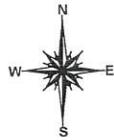
Jim Mitchell
 Agent's Signature

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ARMORY SUBDIVISION

A SUBDIVISION OF LOT TWO (2), BLOCK FOUR (4), ROSELAWN SUBDIVISION, CITY OF ARTESIA, EDDY COUNTY, NEW MEXICO



- LEGEND:**
- ⊙ DENOTES FOUND CORNER, AS NOTED
 - s— DENOTES SEWER LINE
 - w— DENOTES WATER LINE
 - g— DENOTES GAS LINE
 - u— DENOTES OVERHEAD UTILITY EASEMENT
 - e— DENOTES ELECTRIC LINE
 - - - DENOTES EASEMENT AS NOTED

NOTES:

- BEARINGS SHOWN HEREON ARE HENKATER GRID AND CONFORM TO THE NEW MEXICO COORDINATE SYSTEM (NWM COORD) EAST ZONE; NORTH AMERICAN DATUM 1983. THE CONVERGENCE ANGLE AT (NAD83) IS 00°02'34" BASED ON A POINT OF ORIGIN LOCATED AT (NAD83) N 178°37'35" E 31220.18 ESTABLISHED FROM GPS OBSERVATIONS AND SUBSEQUENT IGS ORUS PROCESSING. DISTANCES ARE SURFACE VALUES.
- DATE OF SURVEY: APRIL 25, 2023
- SET 1/2" STL. ROD WITH CAP MARKED "JWSC P512541" AT ALL CORNERS

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	25.00'	82°40'21"	39.12'	35.25'	N45°28'43"W
C2	25.00'	90°09'02"	39.31'	35.38'	N44°23'49"E
C3	25.00'	90°19'57"	39.41'	35.46'	S44°31'17"W
C4	25.00'	82°54'58"	39.23'	35.33'	S45°36'11"E



FILING AND RECORDING:



PROVIDING SURVEYING SERVICES
SINCE 1946
JOHN WEST SURVEYING COMPANY
412 N. DAL PASO HOBBS, N.M. 88240
(575) 393-3117 QARY@jwsc.biz
TBPLO# 10021000

Scale: One Inch = Forty Feet
CAD Drafter & Date: ACK - 09/18/2025
JWSC W.O. No.: 25110195 1of 2
JWSC File No.: D - 1551
© 2025 JOHN WEST SURVEYING SERVICES SUBDIVISION PLAT/PLAT

ARMORY SUBDIVISION

A SUBDIVISION OF LOT TWO (2), BLOCK FOUR (4), ROSELAWN SUBDIVISION, CITY OF ARTESIA, EDDY COUNTY, NEW MEXICO

PROPERTIES TO BE SUBDIVIDED:

THE FORGOING SUBDIVISION PLAT OF LOT TWO (2), BLOCK FOUR OF THE ROSELAWN SUBDIVISION TO THE CITY OF ARTESIA, EDDY COUNTY, NEW MEXICO.
SUBJECT TO RESERVATIONS, RESTRICTIONS, EASEMENTS OF RECORD AND IN OPEN VIEW AND EDDY COUNTY PROPERTY TAXES.

FLOOD ZONE:

THIS PROPERTY IS IN AN AREA OF MINIMAL FLOOD HAZARD, ZONE X AS SHOWN ON THE FEMA, FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NUMBER: 35015G0310D, MAP EFFECTIVE: JUNE 4, 2010.

OWNERS STATEMENT AND AFFIDAVIT:

STATE OF NEW MEXICO
COUNTY OF LEA

THE UNDERSIGNED BEING FIRST DULY SWORN ON OATH, STATE:
AS OWNER AND PROPRIETOR I HAVE OF MY OWN FREE WILL AND CONSENT CAUSED THIS PLAT WITH ITS LOTS AND STREET RIGHT-OF-WAY AND EASEMENTS TO BE PLATTED. THE NEWLY PLATTED STREET RIGHT-OF-WAY SHALL BE DEDICATED FOR THE PUBLIC ACCESS AND USE. THE PROPERTY DESCRIBED ON THIS PLAT LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF ARTESIA, EDDY COUNTY, NEW MEXICO.

CHANCE MITCHELL, PRESIDENT JHTC INVESTMENTS LLC

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025 A.D., BY CHANCE MITCHELL, PRESIDENT JHTC INVESTMENTS LLC.

NOTARY PUBLIC

APPROVAL BY THE CITY PLANNING COMMISSION:

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT, TO BE KNOWN AS ARMORY SUBDIVISION HAS BEEN APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF ARTESIA, COUNTY OF EDDY, STATE OF NEW MEXICO, DURING A REGULARLY SCHEDULED MEETING HELD ON THIS _____ DAY OF _____, 2025 A.D.

MEMBER

MEMBER

APPROVAL BY THE CITY COUNCIL:

THIS IS TO CERTIFY THAT THIS PLAT, TO BE KNOWN AS ARMORY SUBDIVISION IS HEREBY APPROVED BY THE CITY COUNCIL OF THE CITY OF ARTESIA, NEW MEXICO BY ORDINANCE NO. _____, THIS _____ DAY OF _____, 2025 A.D.

MAYOR

ATTEST

INDEXING INFORMATION FOR COUNTY CLERK:

OWNER: JHTC INVESTMENTS LLC, A NEW MEXICO LIMITED LIABILITY COMPANY

SECTION: 17 TOWNSHIP 17 SOUTH RANGE 26 EAST

SUBDIVISION: ARMORY SUBDIVISION (CAB. _____, SLIDE _____)

ACREAGE: TRACT TWO (2) BLOCK 4: 4.48 ACRES

CONCURRENCE:

NEW MEXICO, GAS COMPANY

DATE

PVT CABLE

DATE

XCEL ENERGY

DATE

Scale: One inch = Forty Feet
CAD Drafter & Date: ACK - 09/16/2025
JWSC W.O. No.: 2310195 2 of 2
JWSC File No.: D - 1651

©2025 JHTC INVESTMENTS LLC

FILING AND RECORDING:

SURVEYOR'S CERTIFICATE:

I, GARY G. EIDSON, NEW MEXICO PROFESSIONAL SURVEYOR No. 12641, DO HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: _____



PROVIDING SURVEYING SERVICES
SINCE 1949
JOHN WEST SURVEYING COMPANY
412 N. DAL PADO, HOUSTON, N.M. 88240
(978) 928-2117 gary@jwsurvey.com
YSPL#N 10021000

THE PLANNING AND ZONING COMMISSION
MEETING MINUTES
December 17, 2025

Commissioners Present: Chairman Richard Price, Paul Alvarez, Aleene Ivy, Trinidad Malone

City Staff Present: Anna Iglesias-City Planner
Allison Sanchez-Senior Administrative Assistant

Guests Present: Meagan Ponce

Chairman Richard Price called the meeting to order at 2:00 P.M.

Upon roll call it was determined that a quorum was present. The agenda was approved as written.

A motion to approve the September 17, 2025, meeting minutes, as presented, was made by Mr. Price and seconded by Mrs. Ivy; unanimously approved.

Case No. 25-10: Consideration and recommendation of Case No. 25-10, Final Plat for Armory Heights Subdivision a 59-lot subdivision located on 4.490 vacant acres in Artesia NM, Eddy County New Mexico. Legal: Subd: ROSELAWN Lot: 2 Block: 4 LESS S 25', LESS W 40' & LESS E 40' Quarter: SE S: 17 T: 17S R: 26E Owner: JHTC INVESTMENTS, LLC.

The applicant is requesting approval of the final plat for the Armory Heights Subdivision, a 59-lot subdivision located on 4.490 vacant acres in Artesia NM, Eddy County. The size of the lots varies in size, 27 lots will be for single family residences and 20 will be for condos and a playground. The zoning is SU-1-Special Use Zone, there is no minimum lot size or lot width requirements or setbacks. The area was included for land use designation Mixed Use in the City's 2024 Comprehensive Plan. The proposed development is consistent with several of the developed lots in the vicinity.

The property is within Zone X of the FEMA Flood Insurance Rate Map, meaning that there is minimal flood hazard in the area. The street will have right-of-way widths of 50ft. Access into the subdivision will be from 4th Street, 5th Street and a new proposed street, Armory Avenue.

Water, gas, and electric services are in the street. Sewer line runs East to West on Centre Avenue and will be ran down on Armory Avenue straight through the middle of the subdivision.

“Design Engineer Easement Plan” has been adhered for all lot development as requested.

Staff is in support of the proposed final plat.

Mr. Price made the motion to recommend approval to the council; seconded by Mr. Alvarez.

The vote was unanimous.

Other Business: None

Meeting was adjourned at 2:06 P.M.

These minutes were reviewed and approved without changes during the meeting of _____, 2026.

Chair or Vice-Chair

Commissioner

CITY OF ARTESIA, NEW MEXICO
Ordinance No: 1148

**AN ORDINANCE APPROVING THE PROJECT PARTICIPATION AGREEMENT
BETWEEN THE CITY OF ARTESIA AND SPECIALTY PRODUCTS USA, LLC
IN ACCORDANCE WITH ARTESIA CITY CODE 2-4-1 ET SEQ**

WHEREAS, pursuant to Ordinances of the City of Artesia (“City”) as codified at 2-4-1-et. seq. as amended, City is permitted to engage in public support of economic development to foster, promote, and enhance local economic development efforts, while protecting against the unauthorized use of public money and other public resources, provided the requirements of said provisions are followed; and

WHEREAS, City Ordinance 2-4-8 requires any economic development project being considered by City for support, be accomplished through a Project Participation Agreement entered into between City and the “qualifying” entity, with the requirements of as set forth in Ordinance 2-4-8, to be included in a Project Participation Agreement; and

WHEREAS, City has been approached by Specialty Products USA, LLC, through an Application to City, to consider entering into a Project Participation Agreement with Specialty Products USA, LLC, which City has reviewed and determined to be qualified for consideration and potential approval; and

WHEREAS, City and Specialty Products USA, LLC, have prepared a proposed Project Participation Agreement setting forth the terms and conditions of the parties’ agreement for consideration by City, which is attached hereto and incorporated herein as though fully set forth as Exhibit “A”; and

WHEREAS, pursuant to 2-4-8B, the Project Participation Agreement shall be considered by the Artesia City Council and, if approved, adopted by Ordinance by the City Council in a public hearing for consideration of same.

**NOW THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE
CITY OF ARTESIA, EDDY COUNTY, NEW MEXICO:**

The Project Participation Agreement, attached hereto as Exhibit “A,” between the City of Artesia and Specialty Products USA, LLC, inclusive of all terms and conditions contained in same, are hereby approved and the parties are authorized and directed to execute and complete the terms and conditions thereof.

PASSED, APPROVED AND ADOPTED THIS ___ DAY OF _____ 2026.

**CITY OF ARTESIA, NEW
MEXICO**

By:

Jon Henry, Mayor

ATTEST:

Summer Valverde, City Clerk

**Project Participation Agreement between
City of Artesia and Specialty Products USA, LLC**

This Agreement entered into this ____ day of _____, 2026 between the City of Artesia, a Municipal Corporation (“City”) and Specialty Products, USA, LLC, a New Mexico limited liability company (“SPU”) located at 2702 N. Freeman, Artesia, NM 88210.

Whereas, SPU has made application to City for economic development assistance for an Economic Development Project (“Project”) as set forth in greater detail in its Application filed pursuant to 2-4-1 et. seq. of the Artesia City Code; and

Whereas, City has reviewed the Application of SPU and had discussions with officers of SPU wherein the requirements in Section 2-4-8 of the Artesia City Code described hereafter have been established: 1) goals of the project, 2) the contributions of City and SPU in the furtherance of the project, 3) measurable objectives upon which SPU’s performance will be reviewed, 4) a schedule for project development and goal attainment, 5) security offered for City’s investment, 6) procedures by which the Project may be terminated and City’s investment recovered and 7) the time frame City will retain an interest in the project with a “sunset” clause after which City shall no longer have an interest in and/or oversight of the Project;

Whereas, Section 2-4-8 of the Artesia City Code requires the parties to enter into a Project Participation Agreement with those items set forth above to be included in said Participation Agreement to be submitted to City for adoption by Ordinance;

Now, therefore, for good and valuable consideration, the parties enter into this Agreement, and it is agreed:

1. Definition and development goals of the project:

SPU is a trusted blender of chemicals in Southeast New Mexico with one of its unique aspects being its partnering with chemical companies from across the U.S. to produce, blend, and store their products, with Artesia’s location giving it a competitive edge in providing access to national distribution channels. SPU has planned expansion and capital investment of between \$500,000 to \$1,000,000 in new blending equipment, storage tanks and facility expansion to meet demands of its customers. As a result of SPU’s facility expansion, unique attributes, abilities and reputation, SPU has forecasted its production will increase substantially within 120-180 days, requiring at least 4 new employees in the next 6-12 months, and increasing employment subsequent thereto.

Based upon the expansion and projected sales increases as set forth in the application supplied by SPU, over the term of this Participation Agreement, SPU has projected an increase of employees following the initial 4 new employees for 2026 with a forecast of 12 new employees over the 4-year term of this Agreement. In addition, the increase in sales will generate a commensurate increase annually in GRT receipts for City. City and its citizens will benefit from the increase in Gross Receipts Taxes and increase in employment, with potential new family units moving to City.

2. Contributions of the City and SPU/Rationale for economic development assistance:

SPU is seeking financial assistance from the City of Artesia in an amount not to exceed \$250,000 and the City agrees to provide such assistance by the terms hereof. The purpose is to provide partial funding to SPU for facility expansion, purchase of needed blending equipment and purchase of needed storage tanks to complete the overall expansion Project.

The investment from the City of Artesia will be provided for the accomplishment of the foregoing to be applied directly against the expense of the foregoing described objectives, which SPU has forecasted will have a total cost of up to \$1,000,000.

3. Specific measurable objectives upon the performance review/Schedule for project development and goal attainment/Economic benefits to the City of Artesia:

SPU shall provide City proof of its expansion of its facilities from its current status, providing proof of purchase of additional blending equipment and any storage tanks/facilities to be accomplished within 24 months. Invoices and related proof of purchase shall be supplied if requested.

SPU shall increase its workforce by 4 employees in the next 12 months, with additional increases in employees over the three years following 2026, to a total of 12 new employees by December 31, 2029. SPU shall Report to City as concerns its increase in employees and shall provide proof of such increases if requested by City.

SPU shall report to City annually as concerns the state of its business activities, including sales increases and GRT payment increases for City's review.

4. The security being offered for the city's investment:

SPU shall 1) establish a Letter of Credit in favor of City for SPU's performance under this Participation Agreement as required, in the total amount of contribution of City, in the amount of \$250,000.00; **OR** 2) pledge to City as collateral, equipment or related physical collateral sufficient to cover the City's contribution of \$250,000.00. Each year thereafter, on the anniversary date of the passage of the Ordinance approving this Participation Agreement, in the event the measurable objectives set out above in 3 are met, the amount of the Letter of Credit **OR** the obligation secured by Collateral, shall be reduced by one-fourth (1/4), during 4-year term of this Participation Agreement. In the event SPU does not achieve the objectives in a timely manner the City, at its sole discretion, may demand the repayment from the Letter of Credit or take such actions as necessary to collect the amount secured, as reduced, for the years SPU has complied with the obligations set out in 3 above.

5. The procedures by which the City's contribution may be terminated and the City's investment recovered:

City recognizes the objectives may not be met with exactitude as projected. Because City's funds are being expended on hard assets, SPU agrees to the foregoing "payback" of City's investment as

may have been reduced as set forth above. Notice shall be given to SPU of City's intent to seek reimbursement and SPU agrees to be bound by the City's determination in that regards. SPU and City agree that the parties hereto will meet and discuss the City's issues raised as concerns the failure to meet the measurable objectives prior to its decision to seek a payback of the City's funds.

In addition to the foregoing, in the event of a sale of SPU's business to a third party, any portion of the City's investment remaining shall be returned to City within 10 days of any such sale.

6. Time frame for City's retained interest in the Project and Sunset Clause.

The City's retained interest in this project shall extend for a period of 4 years, with the Sunset of same being after the completion of the 4th year of this Participation Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written.

THE CITY OF ARTESIA, a Municipal Corporation

By: _____
Jon Henry, Mayor

Attest:

Summer Valverde, City Clerk

Specialty Products USA, LLC.

By: _____
(Name of Officer)

Its: _____
(Title of Office)



MEMORANDUM

City of Artesia

To: Mayor Henry, Councilmembers
From: Fernando Valdez, Safety Coordinator
Department: Human Resources
Date: January 5, 2026
Subject: December 2025 Monthly Safety Report

There were 1 OSHA recordable injuries for the month of December 2025.

There were 1 Worker's Comp injuries for the month of December 2025.

There were 1 incident involving City vehicles for the month of December 2025.

City of Artesia Accident Report 2025

Date of Incident	Involving City Vehicle	First Aid Only	Worker's Comp Claim	OSHA Recordable	Department
January					
1/8/2025	1				Fac. Maint. (Not at Fault)
1/15/2025	1				Solid Waste
1/23/2025		1			Fire (No Time Loss)
February					
~	0	0	0	0	~
March					
3/18/2025	1				Water (No Claim)
3/25/2025	1				Solid Waste
April					
4/25/2025	1				Wastewater Plant
May					
5/2/2025	1				Senior Center
June					
6/23/2025	1				Wastewater Plant
July					
7/1/2025	1				Senior Center (No Claim)
7/1/2025		1			Senior Center (No Claim)
7/10/2025	1				Wastewater Plant (No Claim)
7/11/2025	1				Streets (Not at Fault)
7/11/2025	1				Streets (Not at Fault)
7/17/2025		1			Recreation (No Claim)
7/18/2025				1	Fire
7/21/2025	1				Infrastructure (No Claim)
7/28/2025	1				Solid Waste (No Claim)
August					
8/6/2025		1			Cemetery
8/6/2025		1			Fire
8/18/2025	1				Solid Waste (No Claim)
September					
9/16/2025		1			Water (Not at Fault)
October					
10/25/2025				1	Library
10/28/2025	1				Water
November					
11/20/2025	1				Cemetery (No Claim)
December					
12/17/2025	1				Police (No Claim)
12/18/2025				1	WWTP
12/19/2025			1		Solid Waste
Total	17	6	1	3	27

RESOLUTION 1934

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARTESIA
AUTHORIZING THE ADDITION OF TWO FULL-TIME EQUIVALENT (FTE)
POSITIONS**

WHEREAS, the City Council of the City of Artesia is responsible for ensuring the effective, safe, and efficient operation of City facilities, infrastructure, and fleet assets;

WHEREAS, the Facilities Maintenance Department is responsible for maintaining City buildings and facilities, and existing staffing levels are insufficient to adequately address ongoing maintenance needs, preventative maintenance, and timely response to facility issues; and

WHEREAS, the City Garage provides essential maintenance and repair services for the City's vehicle and equipment fleet, and increased fleet demands and workload require additional staffing to ensure operational readiness and reduce service delays; and

WHEREAS, the addition of one (1) Facilities Maintenance Technician position in the Facilities Maintenance Department and one (1) Mechanic position in the City Garage will improve service delivery, reduce deferred maintenance, support operational continuity, and promote the efficient use of City assets; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARTESIA:

1. That two (2) full-time equivalent (FTE) positions are hereby authorized as follows:
 - One (1) Facilities Maintenance Technician within the Facilities Maintenance Department; and
 - One (1) Mechanic with the City Garage.
2. That this resolution shall become effective immediately upon adoption.

PASSED, ADOPTED, and APPROVED this 13th day of January 2026.

Jonathon Henry, Mayor

ATTEST:

Summer Valverde, City Clerk/Treasurer

Dogs 2025													
Month	Intake	Carry Over	City Adopti	Rescued	Reclaimed	Euthanized	ICD	Escape	In Custody	City	County	Sheriff Offic	Total
January	86	55	16	14	19	40	10	0	42	55	0	31	86
February	54	42	19	10	17	11	3	0	36	45	4	5	54
March	72	36	18	4	17	25	0	0	44	50	2	20	72
April	67	44	10	19	11	21	3	0	47	55	0	12	67
May	54	47	11	1	14	27	2	0	46	41	10	3	54
June	67	46	11	1	8	35	3	0	55	54		13	67
July	61	55	18	12	9	34	1	0	42	43	2	16	61
August	45	42	18	0	8	23	0	0	38	40	1	4	45
September	46	38	20	0	5	19	0	0	40	36	7	3	46
October	60	40	22	0	6	23	0	0	49	44	0	16	60
November	73	49	13	18	11	33	5	0	42	48	2	23	73
December	46	42	16	11	8	8	5	0	40	36	0	10	46
Total	731		192	90	133	299	32	0		547	28	156	731
Percentage			26%	12%	18%	41%	4%	0%		75%	4%	21%	
												Average Stay	

Cats 2025													
Month	Intake	Carry Over	City Adopti	Rescued	Reclaimed	Euthanized	ICD	Escape	In Custody	City	County	Sheriff Offic	Total
January	9	13	6	0	0	0	0	0	16	8	0	1	9
February	8	16	9	4	2	0	0	0	9	7	1	0	8
March	17	9	2	10	3	1	0	0	10	15	0	2	17
April	49	10	4	30	0	2	5	0	18	43	0	6	49
May	36	18	7	13	0	1	8	0	25	33	3	0	36
June	23	25	2	16	0	2	8	0	20	21	0	2	23
July	43	20	4	11	0	7	0	0	41	35	6	2	43
August	21	41	7	29	1	0	2	0	23	20	0	1	21
September	34	23	8	30	2	0	0	0	17	29	0	5	34
October	34	17	4	25	1	0	0	0	21	28	0	6	34
November	26	21	10	10	0	0	0	0	27	21	0	5	26
December	5	27	6	10	0	0	0	0	16	4	0	1	5
Total	305		69	188	9	13	23	0		264	10	31	305
Percentage			23%	62%	3%	4%	8%	0%		87%	3%	10%	

Birds 2025													
Month	Intake	Carry Over	City Adopti	Rescued	Reclaimed	Euthanized	ICD	Escape	In Custody	City	County	Sheriff Offic	Total
January	0	0	0	0	0	0	0	0	0	0	0	0	0
February	0	0	0	0	0	0	0	0	0	0	0	0	0
March	0	0	0	0	0	0	0	0	0	0	0	0	0
April	0	0	0	0	0	0	0	0	0	0	0	0	0
May	0	0	0	0	0	0	0	0	0	0	0	0	0
June	0	0	0	0	0	0	0	0	0	0	0	0	0
July	0	0	0	0	0	0	0	0	0	0	0	0	0
August	1	0	0	1	0	0	0	0	0	1	0	0	1
September	0	0	0	0	0	0	0	0	0	0	0	0	0
October	1	0	0	1	0	0	0	0	0	1	0	0	0
November	0	0	0	0	0	0	0	0	0	0	0	0	0
December	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	2		0	2	0	0	0	0		2	0	0	1
Percentage			0%	100%	0%	0%	0%	0%		100%	0%	0%	

Hawk

Chicken

Livestock 2025													
Month	Intake	Carry Over	City Adopti	Rescued	Reclaimed	Euthanized	ICD	Escape	In Custody	City	County	Sheriff Offic	Total
January	0	0	0	0	0	0	0	0	0	0	0	0	0
February	0	0	0	0	0	0	0	0	0	0	0	0	0
March	0	0	0	0	0	0	0	0	0	0	0	0	0
April	1	0	0	1	0	0	0	0	0	1	0	0	1
May	0	0	0	0	0	0	0	0	0	0	0	0	0
June	0	0	0	0	0	0	0	0	0	0	0	0	0
July	0	0	0	0	0	0	0	0	0	0	0	0	0
August	0	0	0	0	0	0	0	0	0	0	0	0	0
September	0	0	0	0	0	0	0	0	0	0	0	0	0
October	0	0	0	0	0	0	0	0	0	0	0	0	0
November	0	0	0	0	0	0	0	0	0	0	0	0	0
December	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	1		0	1	0	0	0	0		1	0	0	1
Percentage			0%	100%	0%	0%	0%	0%		100%	0%	0%	

Potbelly Pig

Other 2025

Month	Intake	Carry Over	City Adopti	Rescued	Reclaimed	Euthanized	ICD	Escape	In Custody	City	County	Sheriff Offic	Total
January	0	0	0	0	0	0	0	0	0	0	0	0	0
February	0	0	0	0	0	0	0	0	0	0	0	0	0
March	0	0	0	0	0	0	0	0	0	0	0	0	0
April	0	0	0	0	0	0	0	0	0	0	0	0	0
May	0	0	0	0	0	0	0	0	0	0	0	0	0
June	0	0	0	0	0	0	0	0	0	0	0	0	0
July	0	0	0	0	0	0	0	0	0	0	0	0	0
August	0	0	0	0	0	0	0	0	0	0	0	0	0
September	0	0	0	0	0	0	0	0	0	0	0	0	0
October	0	0	0	0	0	0	0	0	0	0	0	0	0
November	0	0	0	0	0	0	0	0	0	0	0	0	0
December	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0		0	0	0	0	0	0		0	0	0	0
Percentage			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		#DIV/0!	#DIV/0!	#DIV/0!	

Artesia Police Department

Crime Report 2025											
Month	Graffiti	B & E	Res. Burg.	Struct. Burg.	Auto Burg.	Stolen Veh.	Shooting	Robbery	Homicide	Acc. w/ Injury	Total
January	4	0	0	0	8	0	0	1	0	2	15
February	0	0	0	1	4	2	0	0	0	2	9
March	1	1	1	1	0	0	2	1	0	6	13
April	0	3	4	5	4	5	1	0	0	1	23
May	0	1	2	2	2	4	0	0	0	3	14
June	0	0	1	2	7	1	0	1	0	3	15
July	2	1	1	0	3	4	0	0	0	4	15
August	0	0	2	1	7	2	0	0	0	7	19
September	1	1	3	2	1	3	0	0	0	6	17
October	0	3	1	2	2	3	0	0	0	6	17
November	0	0	2	2	3	2	1	0	0	2	12
December	0	0	4	1	0	2	2	0	0	6	15
Total	8	10	21	19	41	28	6	3	0	48	184
Percentage	4.35%	5.43%	11.41%	10.33%	22.28%	15.22%	3.26%	1.63%	0.00%	26.09%	100.00%



ARTESIA POLICE DEPARTMENT

3300 W. Main Street/P.O. Box 1659
 Artesia, New Mexico 88210
 575-746-5000
 Chief Kirk E. Roberts

ADMINISTRATION DIVISION REPORT

YEAR END STATS 2025

APPLICATIONS							
POSITIONS	APPLIED	HIRED	PENDING	NO PIQs	WITHDREW	NOT QUAL	FAILED PROCESS
CERTIFIED POLICE OFFICERS/CORPORALS/DETECTIVES/TF AGENT	15(-1)	4 (-1)	4	0 (-3)	3 (0)	0 (-1)	3 (+1)
UNCERTIFIED POLICE OFFICERS	31 (-11)	1 (0)	2	13 (-1)	7 (+3)	2 (+1)	4 (-3)
COMMUNITY SERVICE OFFICERS	10 (-19)	2 (-1)	1	6 (-3)	0 (-3)	1 (+1)	0 (-8)
DETENTION OFFICERS	22 (-4)	2 (0)	0	10 (0)	1(-3)	0	9 (+2)
EVIDENCE TECH / CSI	0	0	0	0	0	0	0
RECORDS CLERK / POLICE CLERK	30 (+2)	3	1	6 (-7)	2	11 (+11)	5 (-4)
TOTALS	108	12	8	35	13	14	21
	(-61)	0		(-18)	(-2)	(+1)	(-28)

Some came from those who applied at EOY 2023

FULL BACKGROUNDS COMPLETED	
POSITIONS	
CERTIFIED POLICE OFFICERS/CORPORALS	5 (-1)
UNCERTIFIED POLICE OFFICERS	2 (-2)
COMMUNITY SERVICE OFFICERS	2 (-3)
DETENTION OFFICERS	1 (-3)
CIVILIAN POSITION	2 0
TOTAL	12 (-9)

Some came from those who applied at EOY 2023

RECORDS REQUEST FULFILLED	
TOTAL OF REQUESTS FULFILLED	959

POLICY & PROCEDURES UPDATED	
TOTAL OF UPDATES MADE	25 (+1)

COMPLAINT TRACKING	
Number of TOTAL Complaints Cases	20 (-8)
Number of PSU Investigations	1 (-3)
Number of Supervisor Inquiries	10 (-7)
Number of Immediate Close Outs by Cmdr. Quinones	5 (+2)
Number of Immediate Close Outs by Chief Roberts	3 (-2)
Number of Complaints Still Pending	0

ADJUDICATION CATEGORIES	
SUSTAINED	6 (-10)
NOT SUSTAINED	1 (-3)
UNFOUNDED	16 (-5)
EXONERATED	1 (-4)
OTHER	0
Complaints Still Pending	0

Some cases had multiple complaints/officers

TRAINING DIVISION INFO

Number of Cadets through FTO	10 (-2)
Gun Vault Audit	1
Number of Classes Hosted by APD	4
Participated in Recruiting Events	3 (-3)

RANDOM ACCOMPLISHMENTS

Add a **NEW** position for IPRA Requests (IPRA Specialist)

Implementation of **NEW** Axon Products

Added 5 **NEW** General Instructors

Added 1 **NEW** STFTs Instructor

Completed 2024-2025 Biennium Training with no issues

Added a **NEW** Challenge Coin for Recruiting

Built a **NEW** Recruiting and Information Website on our City of Artesia Webpage

Coordinated Department Activity at the Aquatic Center

Coordinated the School Supply Drive

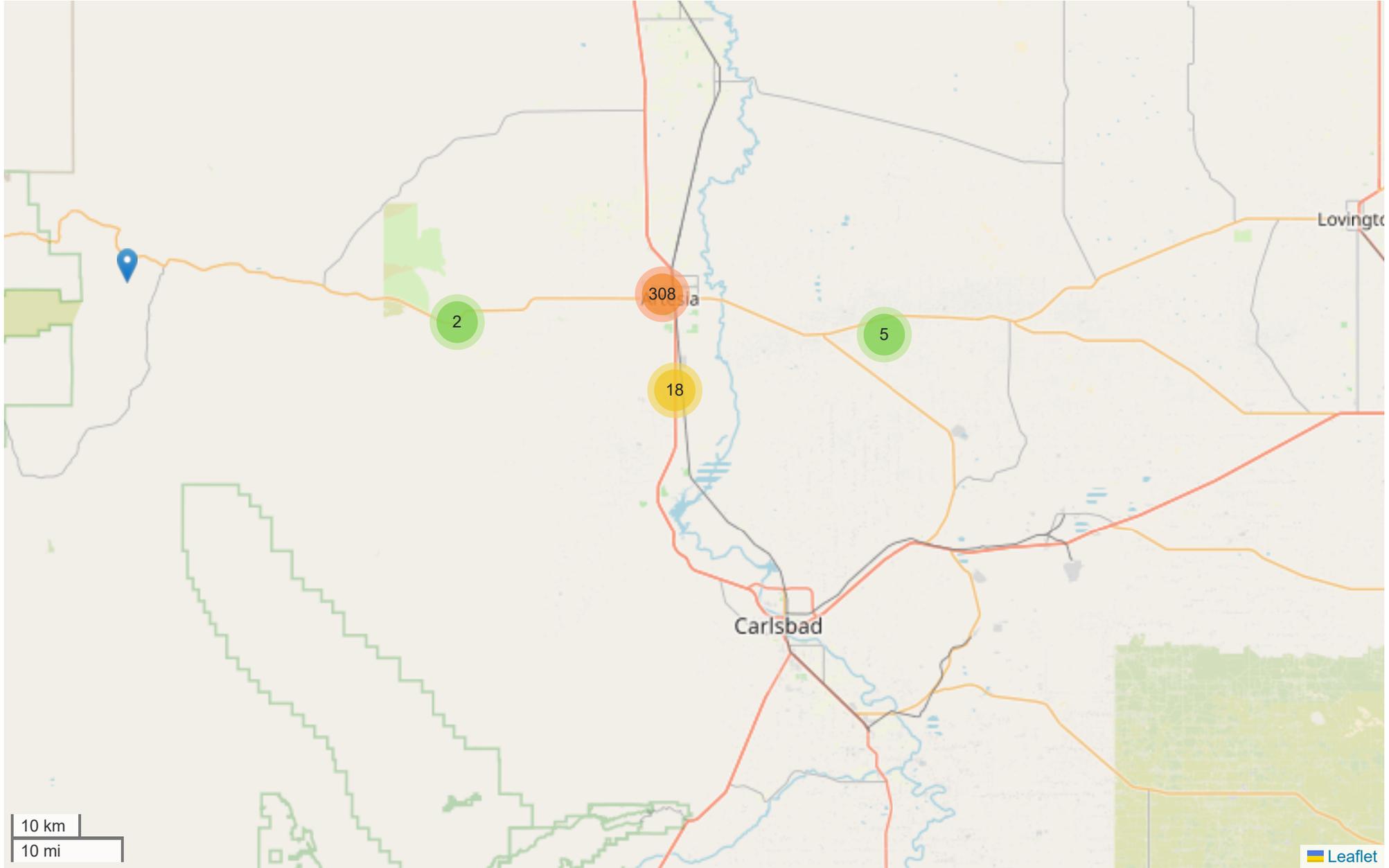
Trained a new PSU Sergeant

Assisted with 4 ceremonies (2 Retirements, 1 Award, 1 Promotion)

Remodeled Records Department

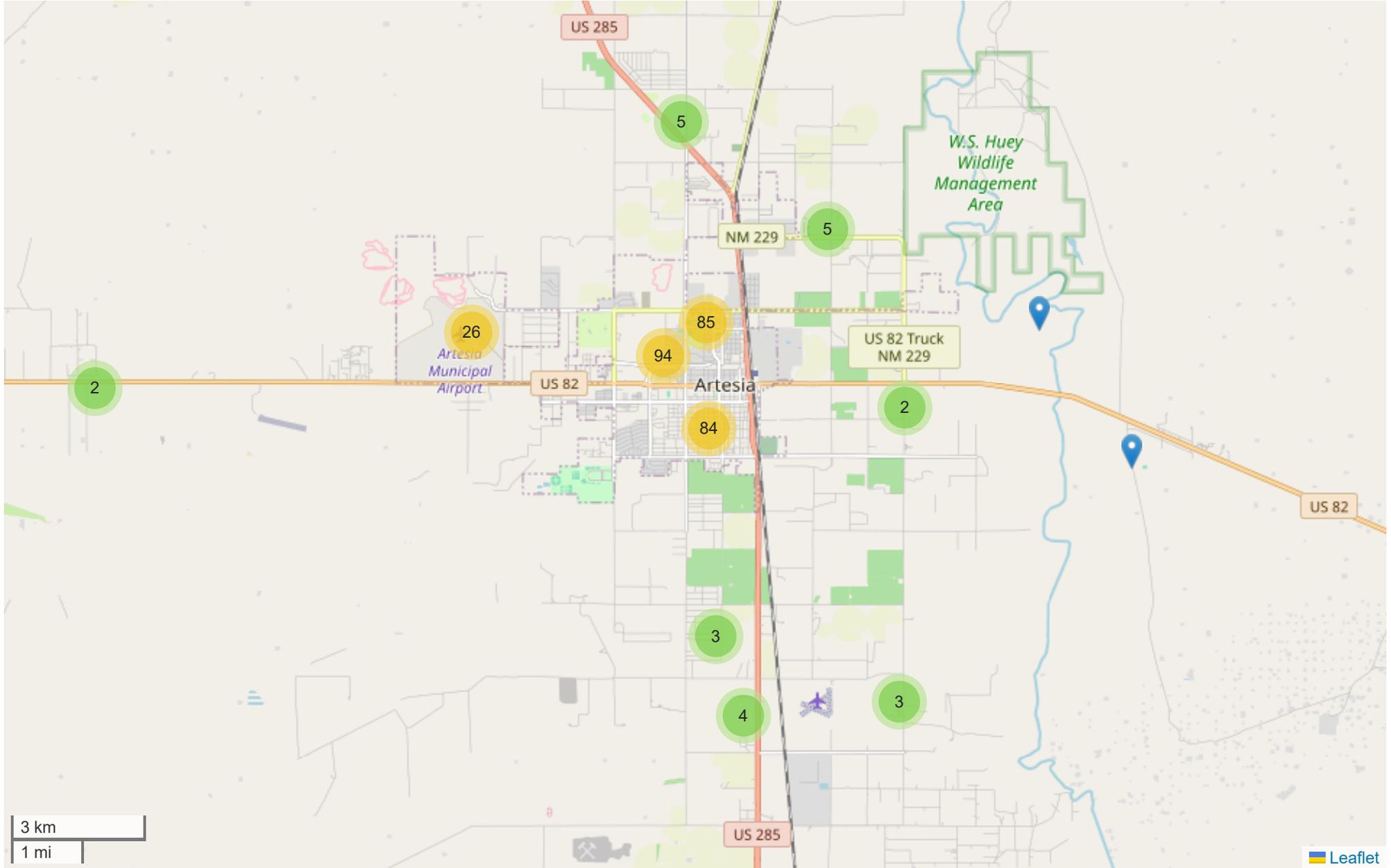
Scene Locations of Fire Incidents

N = 334 Dec 01, 2025 to Dec 31, 2025



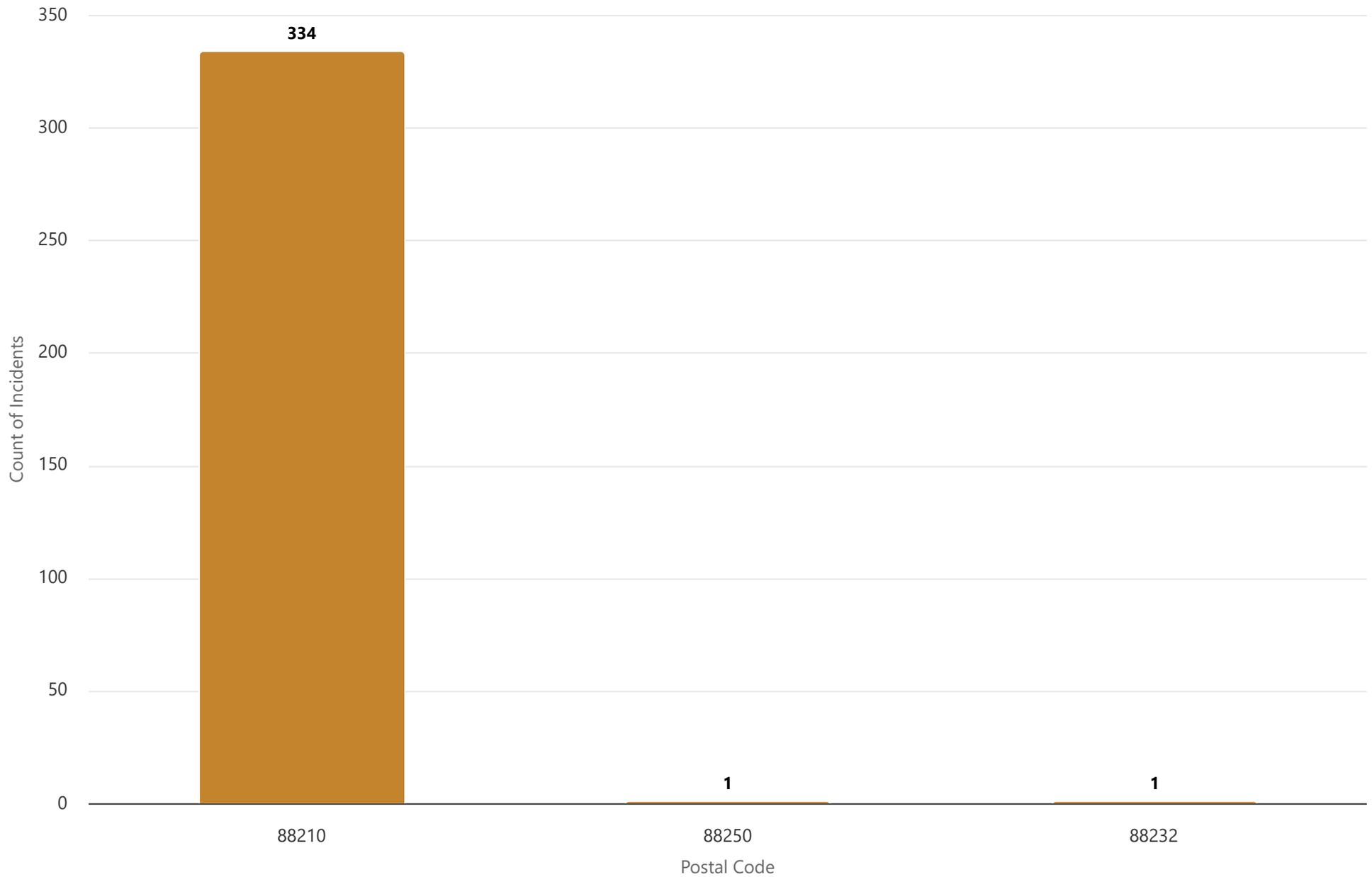
Scene Locations of Fire Incidents

N = 334 Dec 01, 2025 to Dec 31, 2025



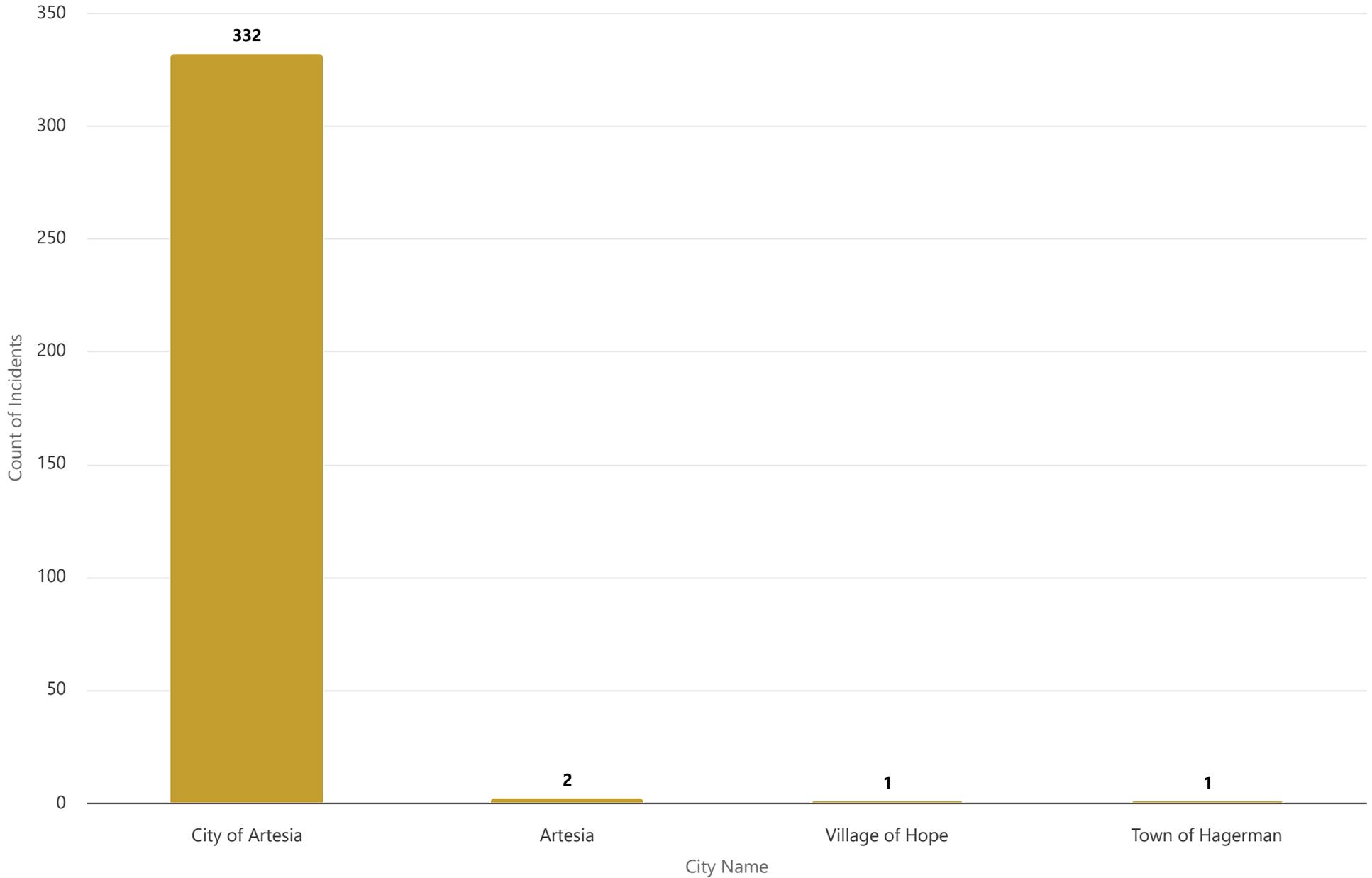
Incidents by Postal Code

Dec 01, 2025 to Dec 31, 2025



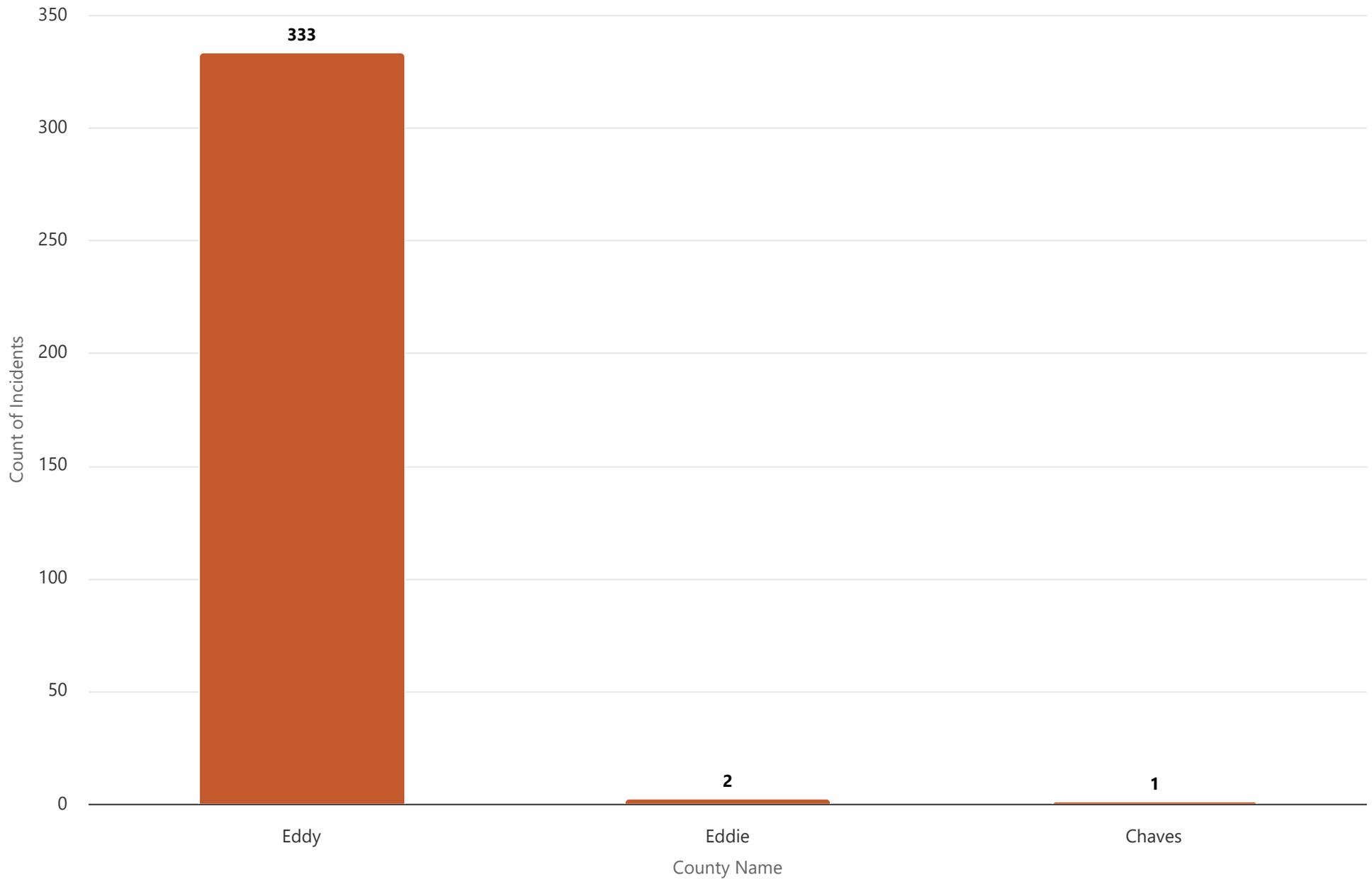
Incidents by City Name (Top 15)

Dec 01, 2025 to Dec 31, 2025



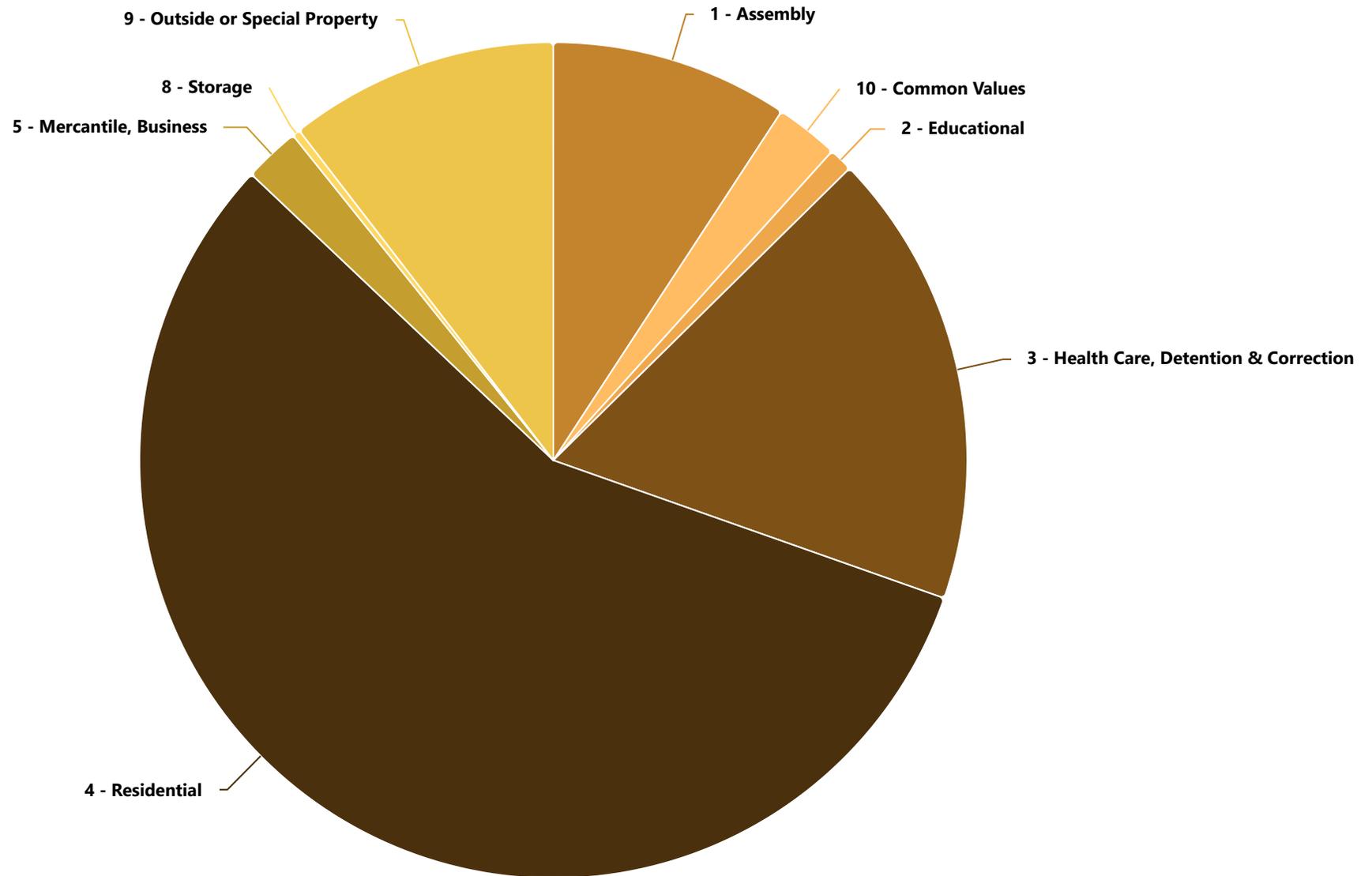
Incidents by County Name (Top 15)

Dec 01, 2025 to Dec 31, 2025



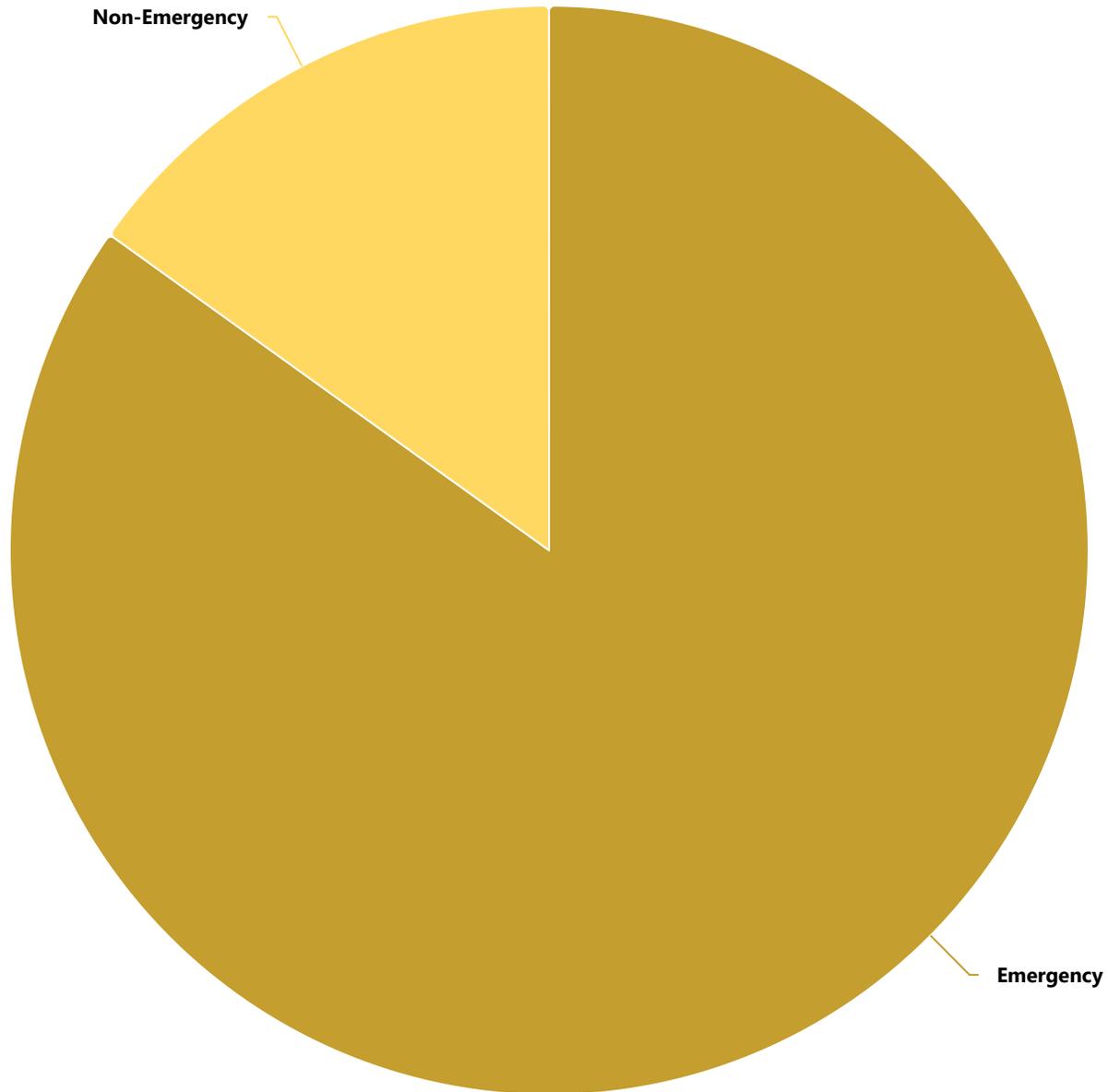
Incidents by Property Use Category

Dec 01, 2025 to Dec 31, 2025



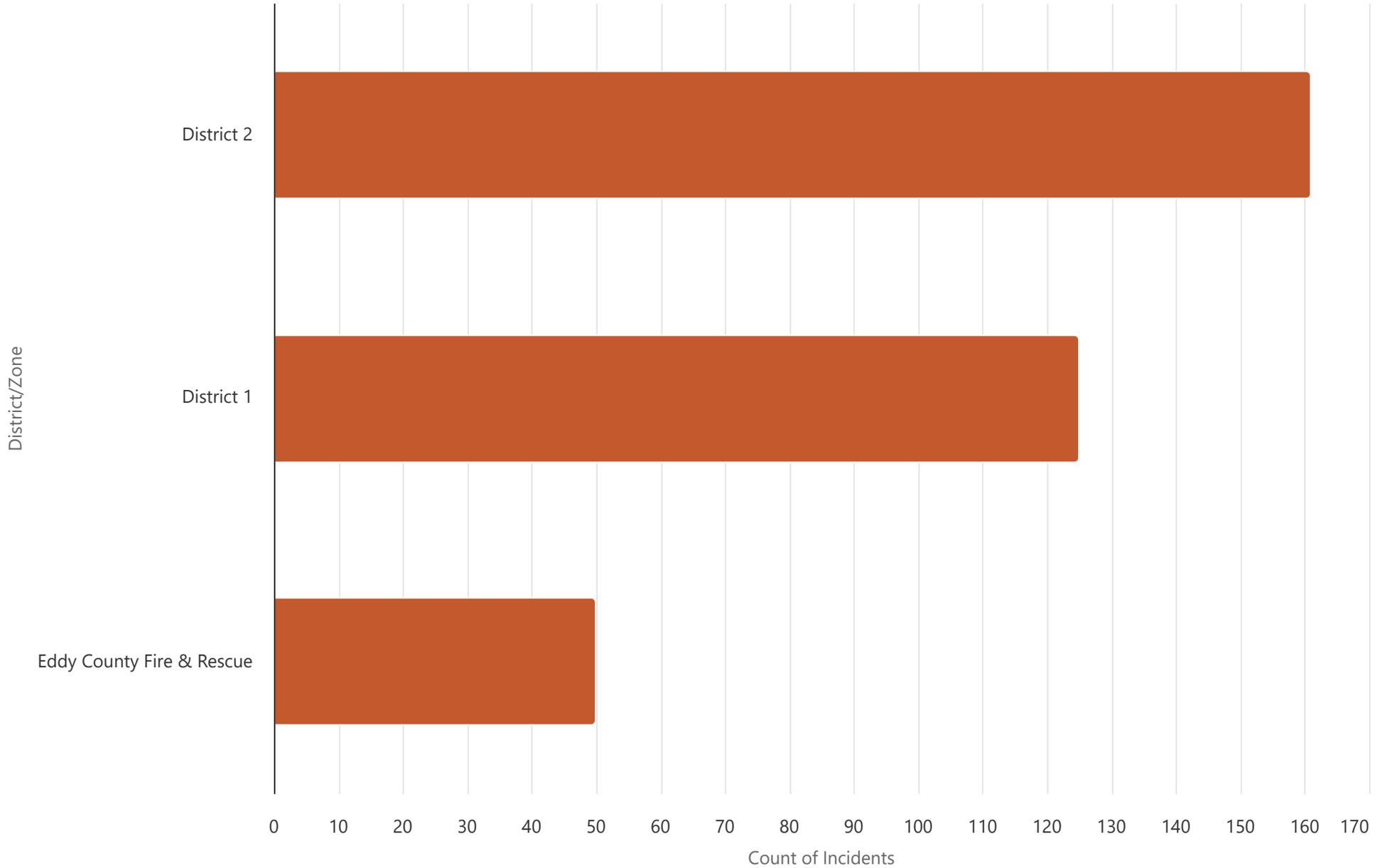
Incidents by Response Mode To Scene

Dec 01, 2025 to Dec 31, 2025



Incidents by District/Zone

Dec 01, 2025 to Dec 31, 2025



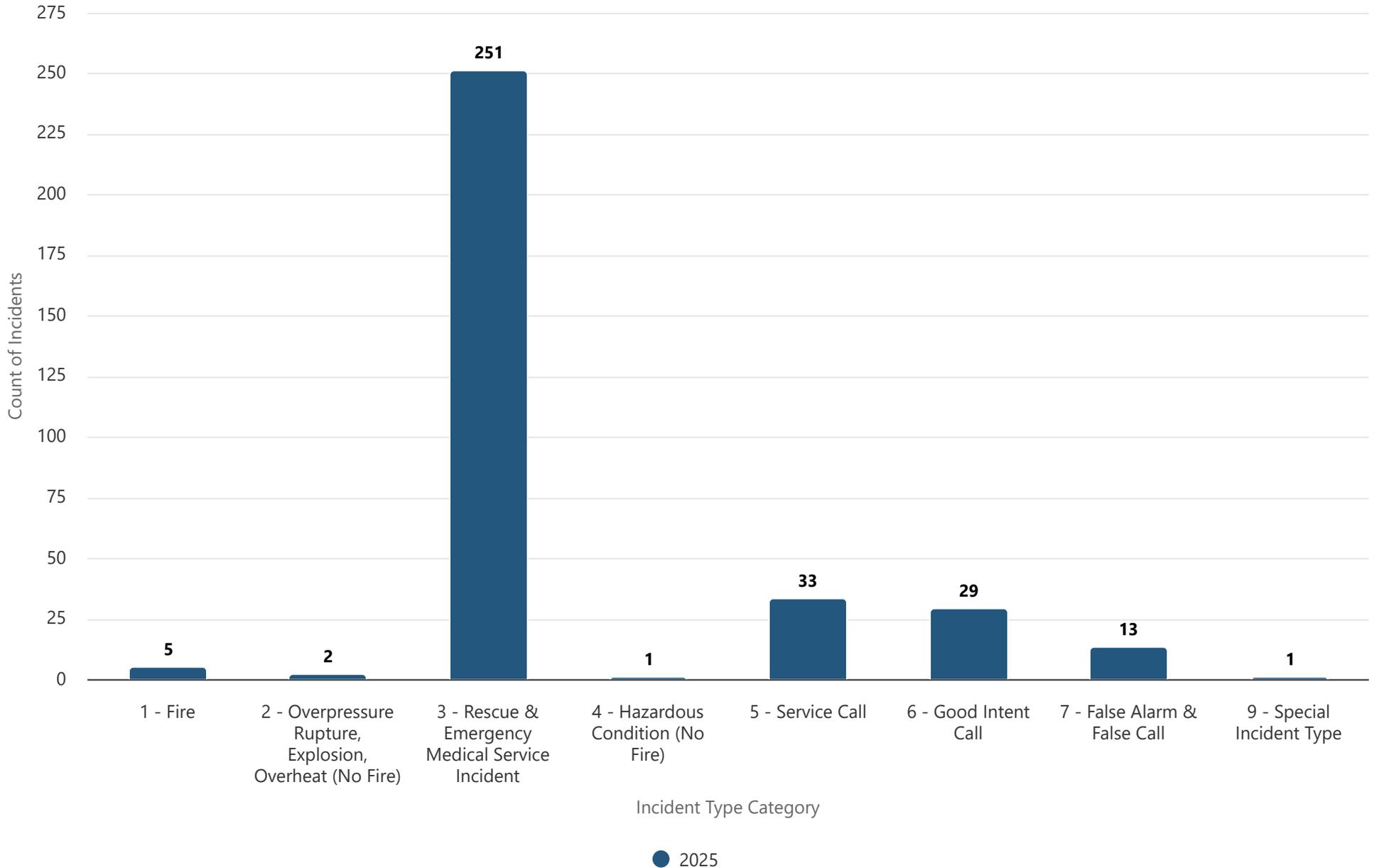
Incidents by District/Zone

Jan 01, 2024 12:00 AM to Dec 31, 2025 11:59 PM

District/Zone	2025												2025		2024		YTD % Change
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	
Atoka VFD	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%	4	0.00%	-100.00%
Cottonwood VFD	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%	7	0.00%	-100.00%
District 1	119	123	144	82	118	100	98	123	85	126	128	125	1,371	41.00%	1,338	43.00%	2.47%
District 2	109	106	110	115	89	109	103	103	111	119	116	161	1,351	41.00%	1,174	37.00%	15.08%
Eddy County Fire & Rescue	52	37	62	58	54	58	50	53	38	38	38	50	588	18.00%	608	19.00%	-3.29%
Loco Hills VFD	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%	1	0.00%	-100.00%
Sun Country VFD	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%	2	0.00%	-100.00%
Grand Total	280	266	316	255	261	267	251	279	234	283	282	336	3,310	100.00%	3,134	100.00%	5.62%

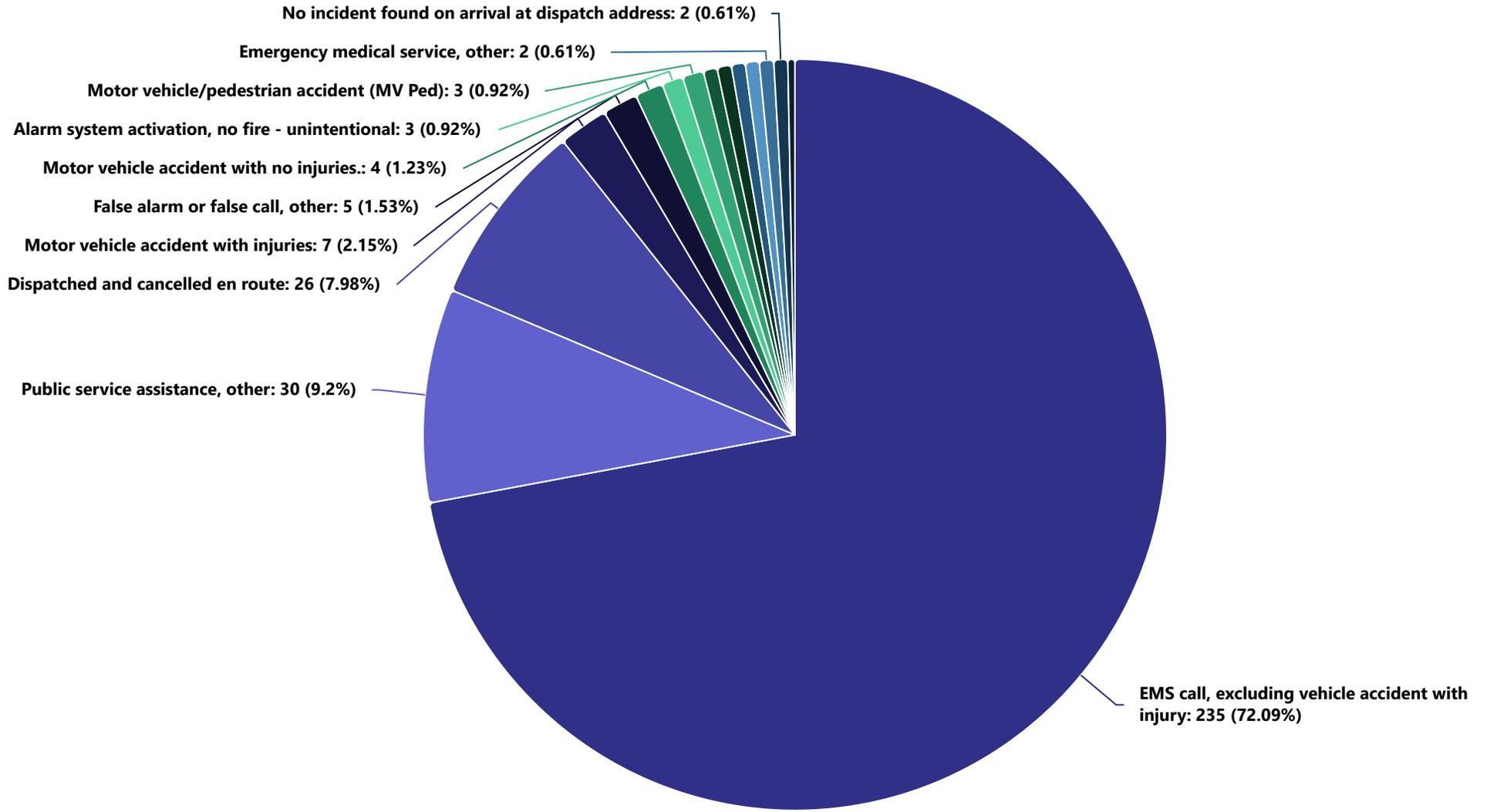
Incidents by Category and Year

Dec 01, 2025 to Dec 31, 2025



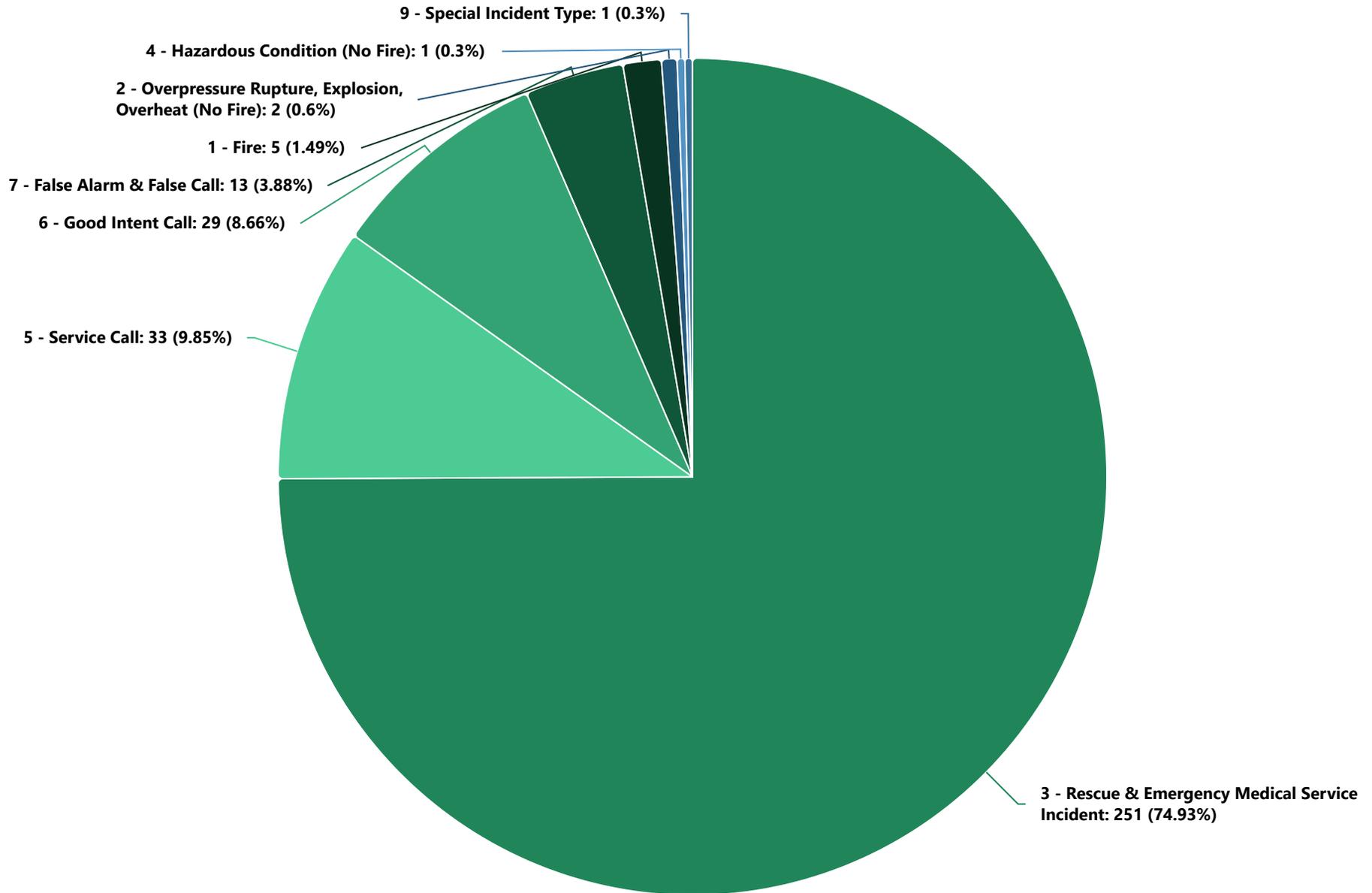
Incident Types (Top 15)

Dec 01, 2025 to Dec 31, 2025



Incident Type Categories

Dec 01, 2025 to Dec 31, 2025



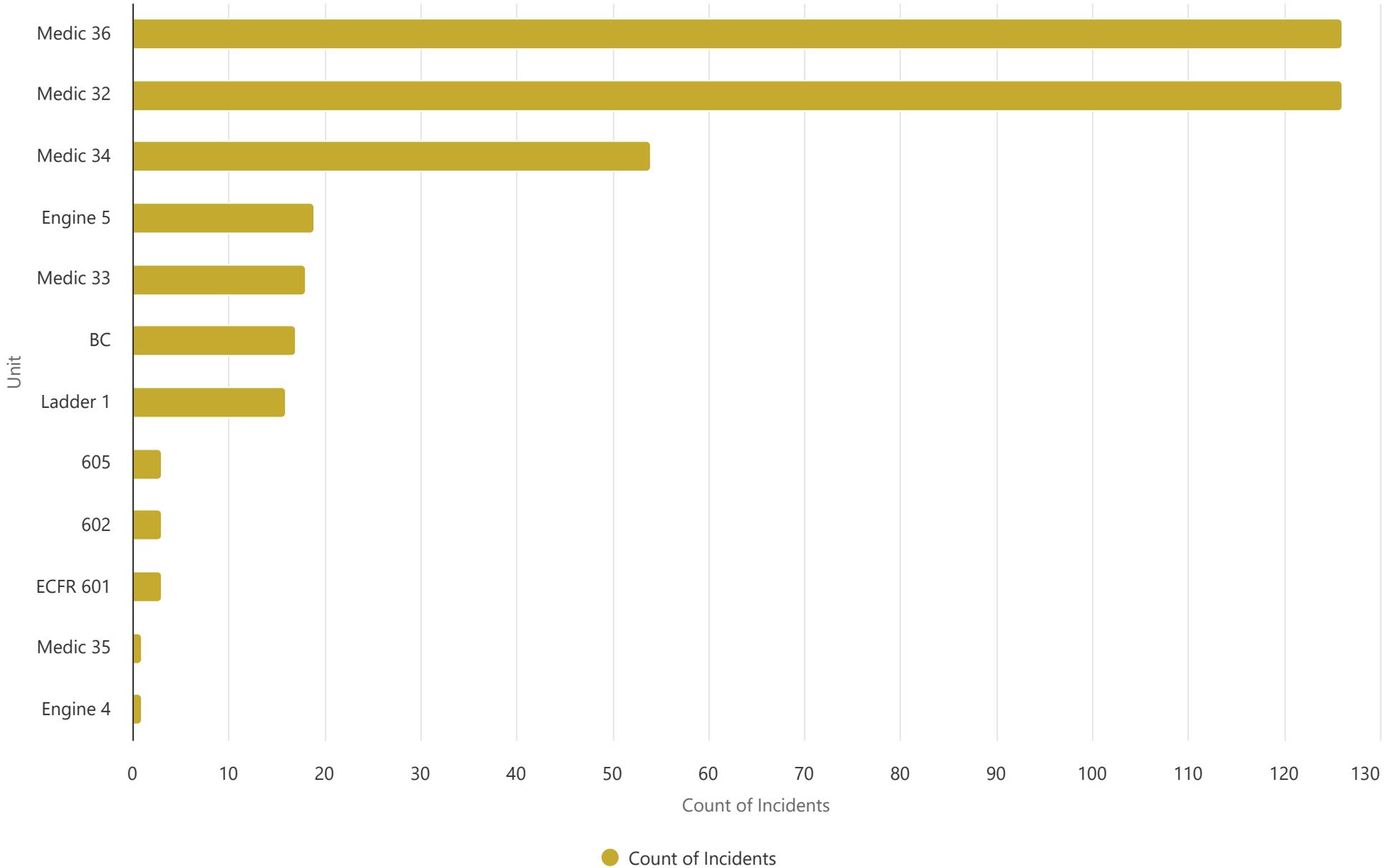
Incidents by Category and Month

Jan 01, 2024 12:00 AM to Dec 31, 2025 11:59 PM

Incident Type Category	2025												2025		2024		YTD % Change
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	
1 - Fire	9	6	10	4	3	9	6	7	7	6	4	5	76	2.00%	89	3.00%	-14.61%
2 - Overpressure Rupture, Explosion, Overheat (No Fire)	0	2	0	0	0	0	0	0	0	0	0	2	4	0.00%	0	0.00%	N/A
3 - Rescue & Emergency Medical Service Incident	195	160	204	188	192	192	163	210	188	203	219	251	2,365	71.00%	2,305	74.00%	2.60%
4 - Hazardous Condition (No Fire)	4	4	9	2	5	4	5	2	2	1	2	1	41	1.00%	37	1.00%	10.81%
5 - Service Call	34	45	53	32	30	32	40	20	11	29	21	33	380	11.00%	350	11.00%	8.57%
6 - Good Intent Call	27	32	27	21	24	16	29	24	18	27	20	29	294	9.00%	256	8.00%	14.84%
7 - False Alarm & False Call	10	17	13	8	7	14	7	16	8	16	17	13	146	4.00%	94	3.00%	55.32%
9 - Special Incident Type	1	0	0	0	0	0	0	0	1	1	0	1	4	0.00%	2	0.00%	100.00%
Grand Total	280	266	316	255	261	267	250	279	235	283	283	335	3,310	100.00%	3,133	100.00%	5.65%

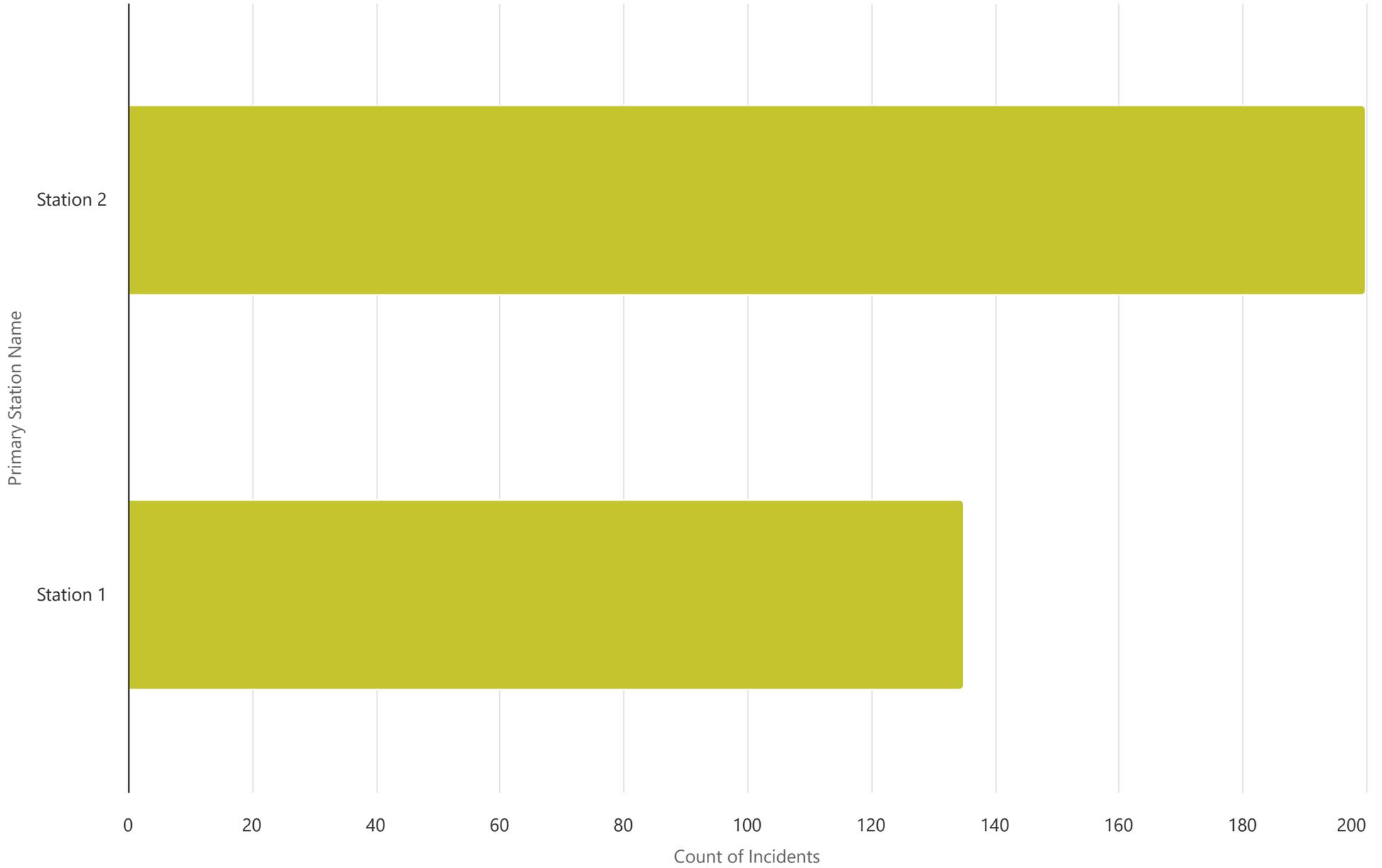
Incidents by Apparatus Resource ID (Top 40)

Dec 01, 2025 to Dec 31, 2025



Incidents by Primary Station Name

Dec 01, 2025 to Dec 31, 2025



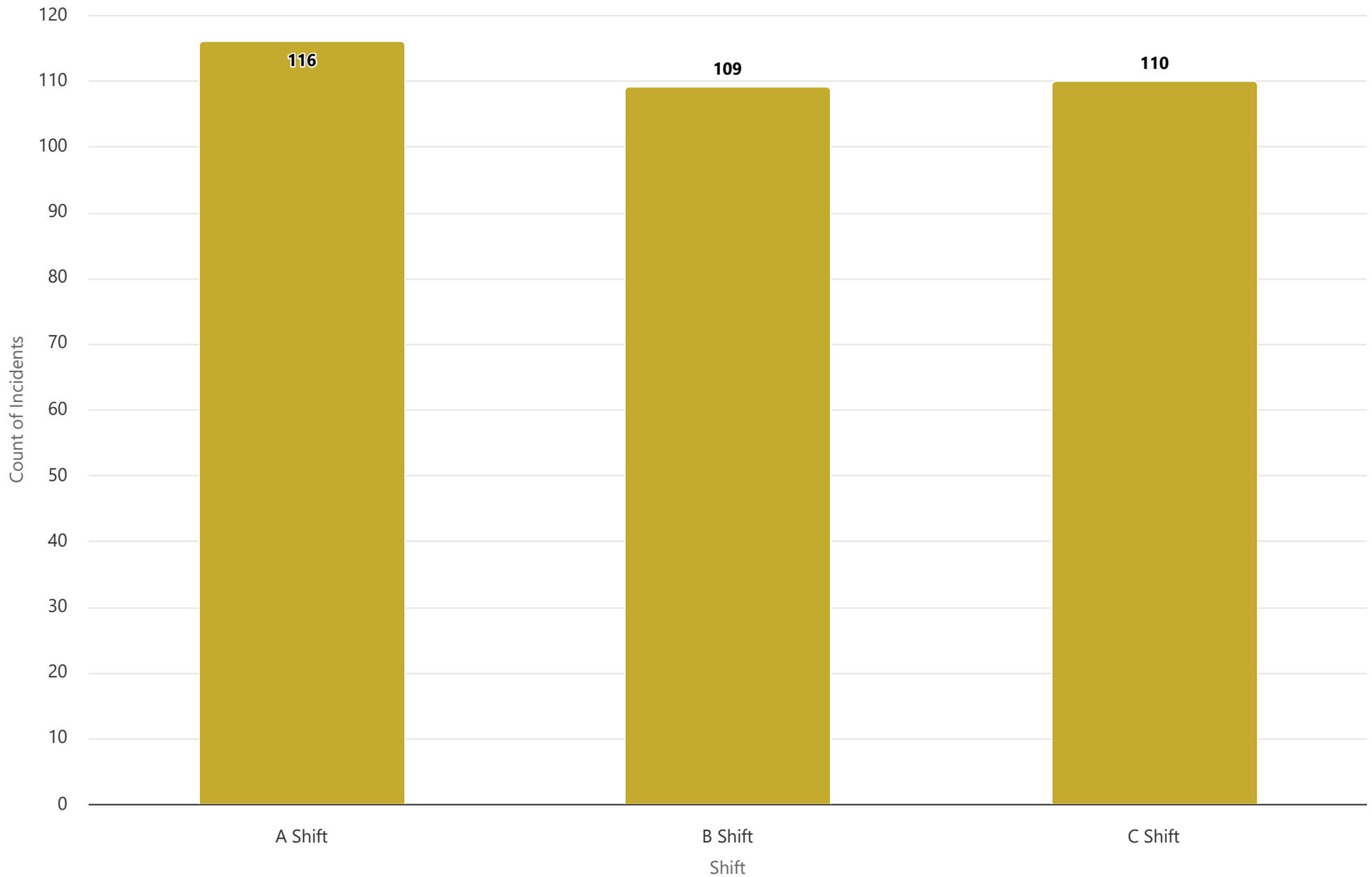
Station Summary Report

Dec 01, 2025 to Dec 31, 2025

Station	EMS Incidents	Fire Incidents	Other Incidents	Total Incidents	% of Total Incidents	Station Reliability	90th Percentile Response Time (PSAP to Arrival)
Station 1	90	1	44	135	40.30%	75.56%	00:07:55
Station 2	161	4	35	200	59.70%	61.00%	00:07:37
Overall	251	5	79	335	100.00%	66.87%	00:07:55

Incidents by Shift

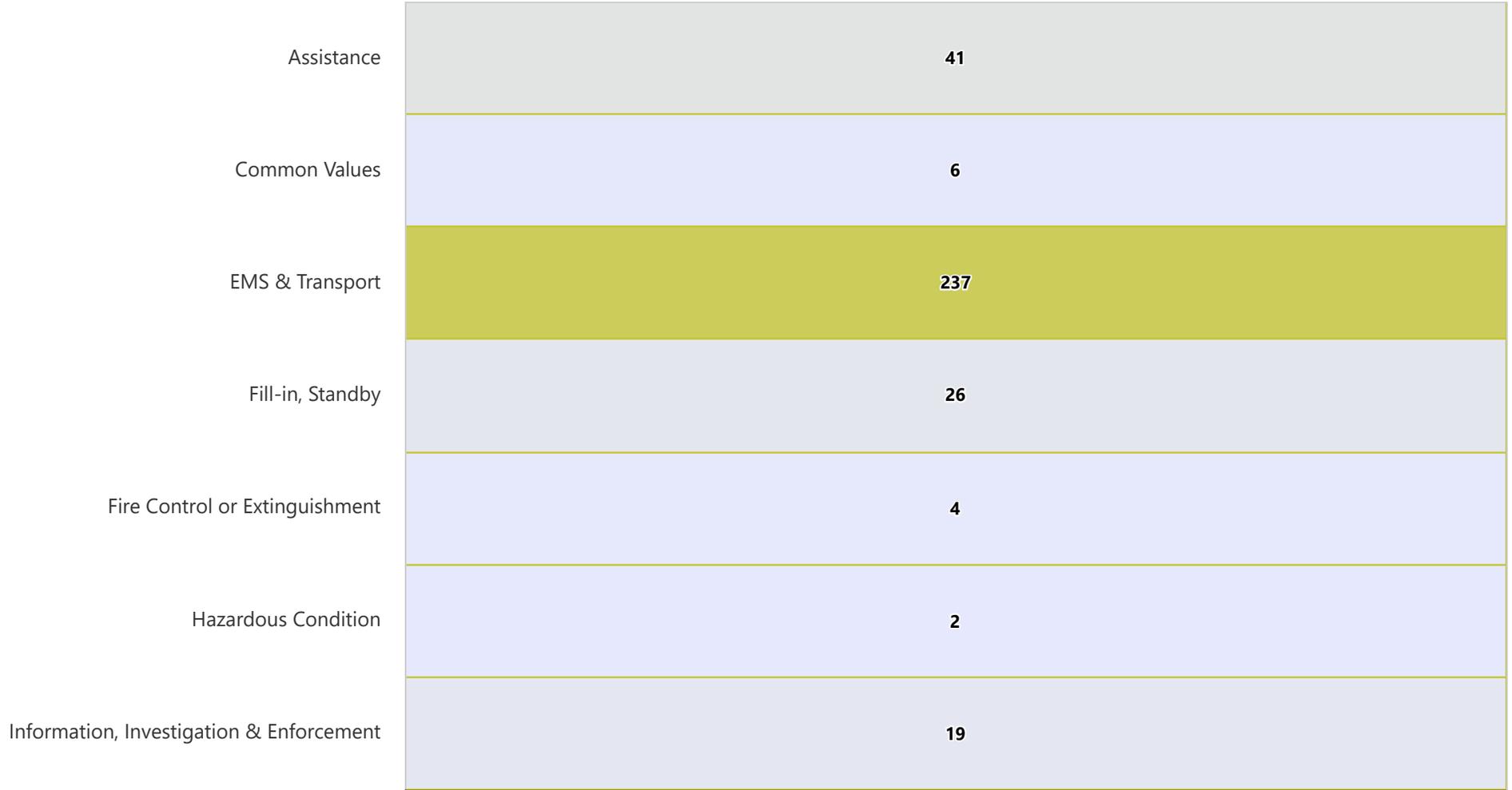
Dec 01, 2025 to Dec 31, 2025



Primary Action Taken Categories by Month

Dec 01, 2025 to Dec 31, 2025

Primary Action Taken Categories



December
Month



Fire Call Volume by Month

Dec 01, 2025 to Dec 31, 2025

Count of Incidents

336

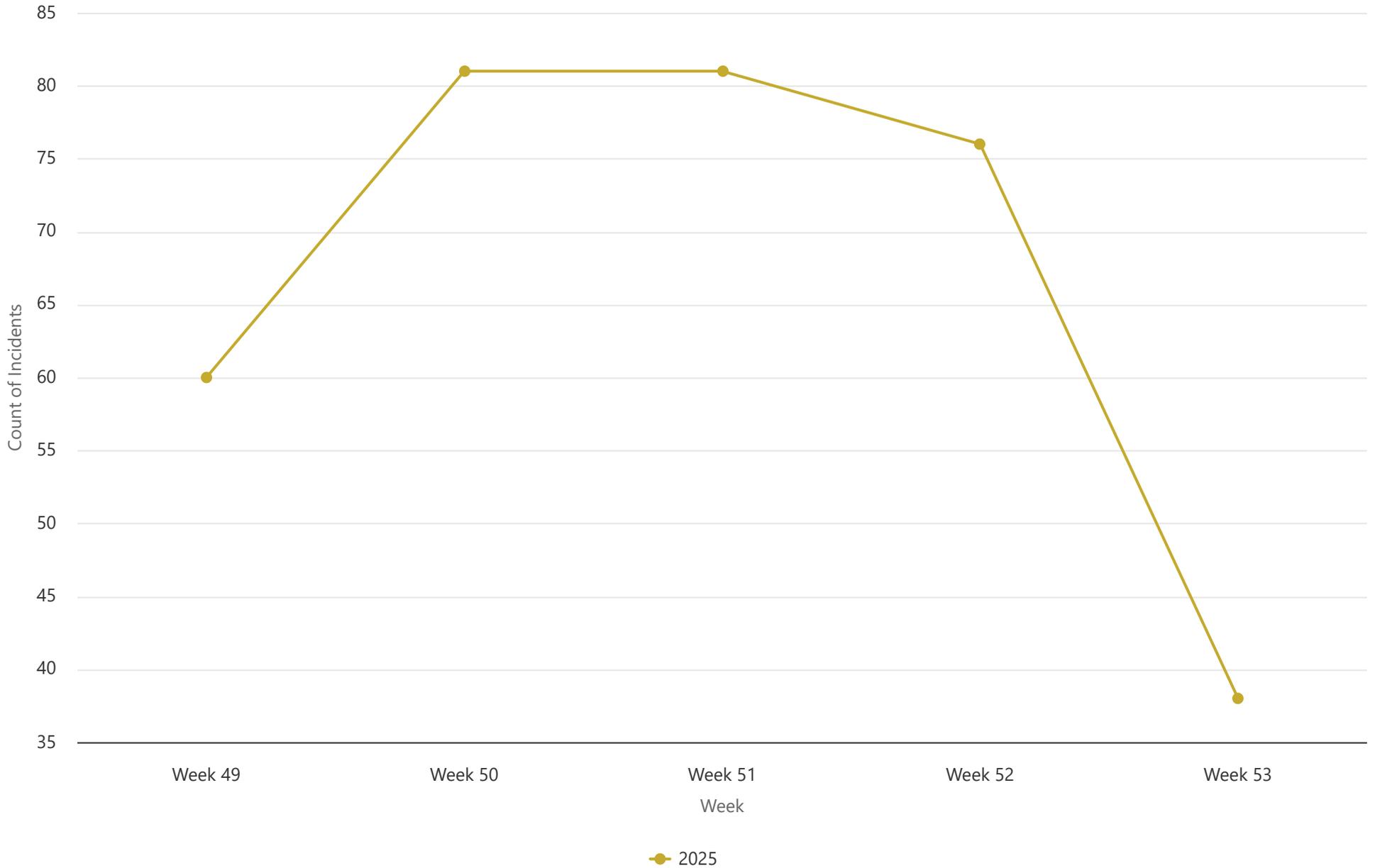


December
Month

2025

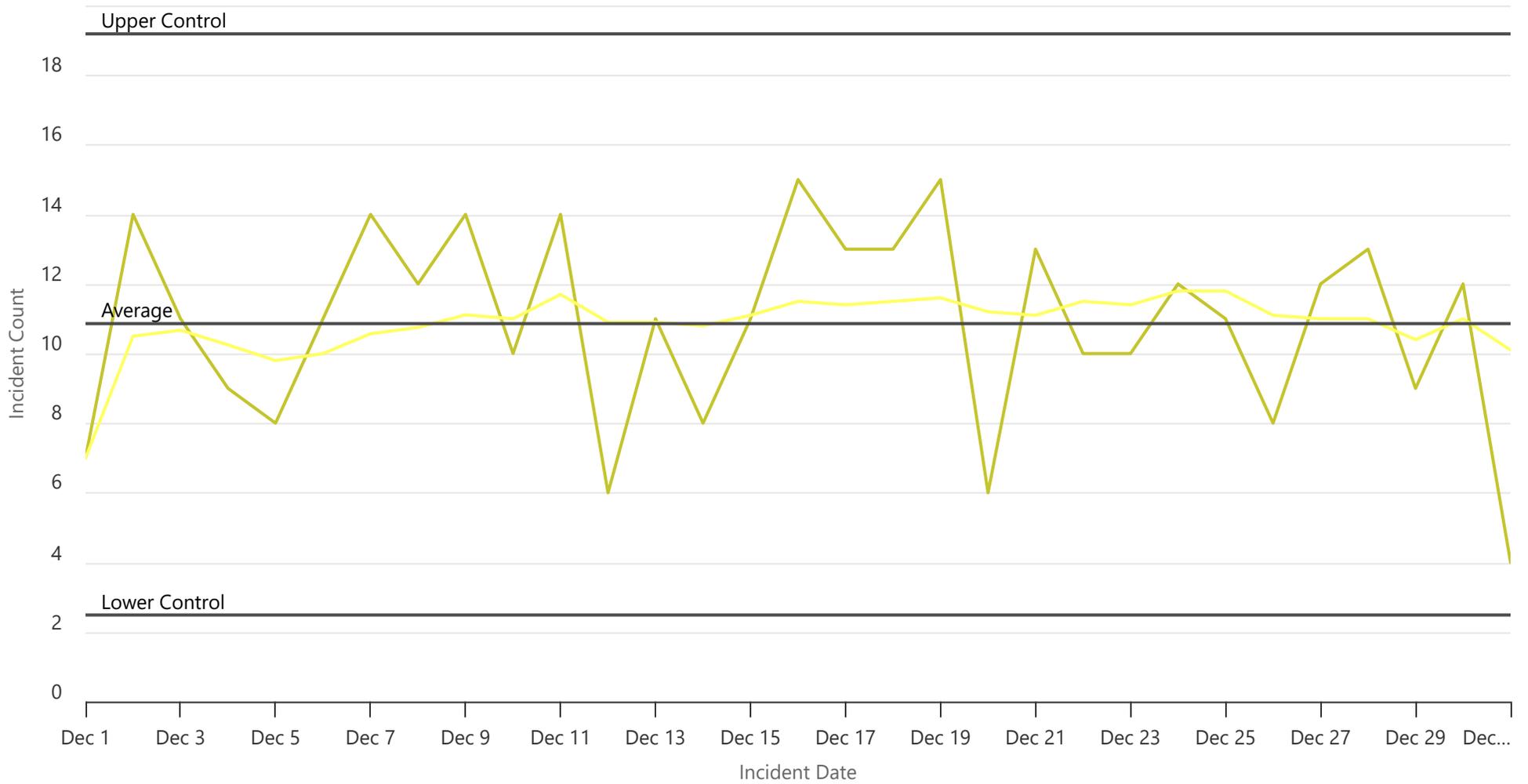
Fire Call Volume by Week

Dec 01, 2025 to Dec 31, 2025



Fire Call Volume by Day

Dec 01, 2025 to Dec 31, 2025



— Daily Incident Count — 10 Day Moving Average Count — Series 3

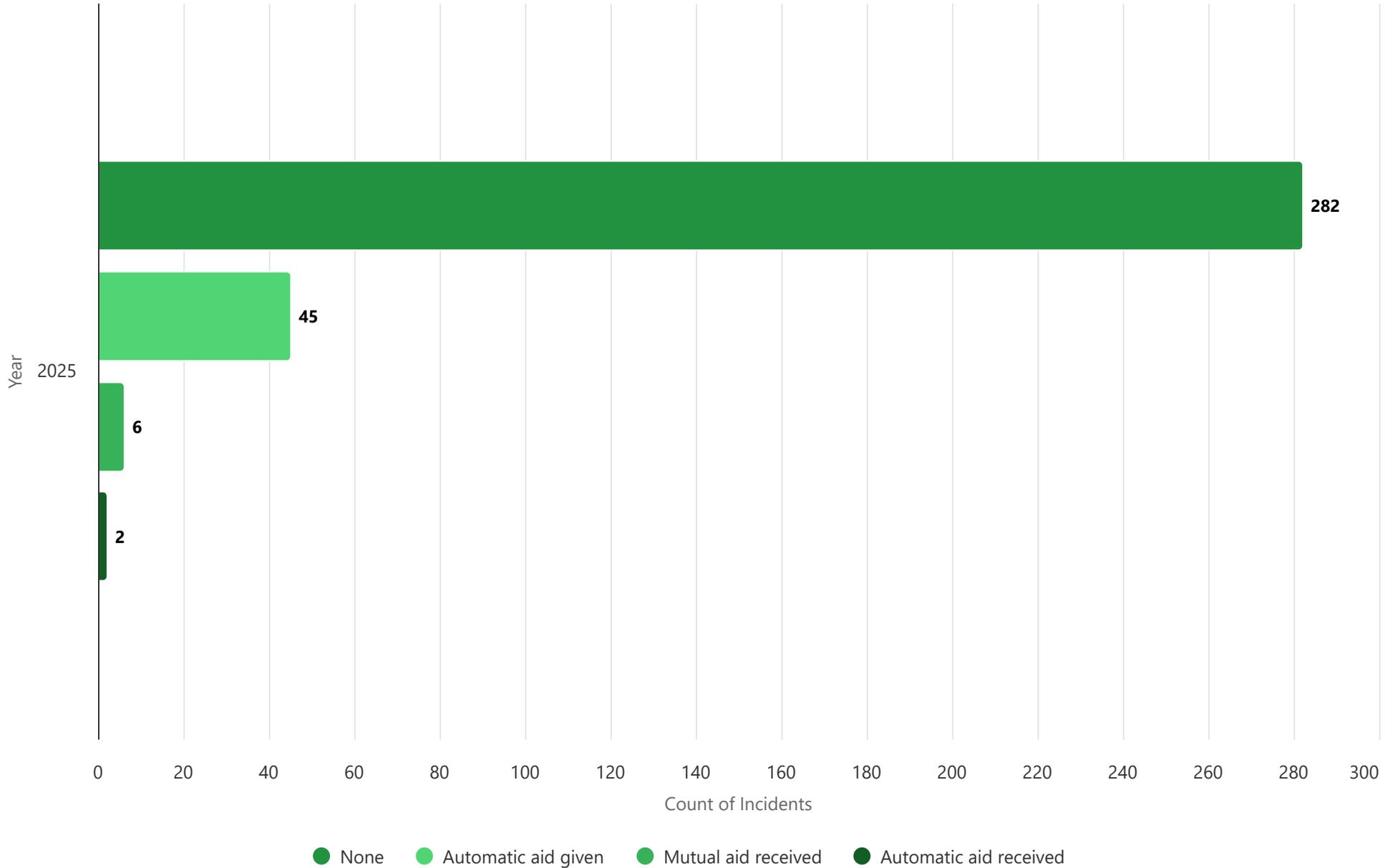
Aid Given and Received Summary

Dec 01, 2025 to Dec 31, 2025

Fire Department	Automatic Aid Given	% of Total Automatic Aid Given	Automatic Aid Received	% of Total Automatic Aid Received	Mutual Aid Given	% of Total Mutual Aid Given	Mutual Aid Received	% of Total Mutual Aid Received
Eddy County Fire & Rescue District 1	43	95.56%	2	100.00%	0	0.00%	6	100.00%
Hope Volunteer Fire Department	2	4.44%	0	0.00%	0	0.00%	0	0.00%
Overall	45	100.00%	2	100.00%	0	0.00%	6	100.00%

Aid Given and Received by Year

Dec 01, 2025 to Dec 31, 2025



Mutual Aid Given by Incident Type Category

Jan 01, 2024 12:00 AM to Dec 31, 2025 11:59 PM

Incident Type Category	2025												2025		2024		YTD % Change
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	
3 - Rescue & Emergency Medical Service Incident	1	1	2	0	1	3	0	3	0	1	2	0	14	67.00%	5	63.00%	180.00%
6 - Good Intent Call	0	1	0	0	1	2	1	1	0	1	0	0	7	33.00%	3	38.00%	133.33%
Grand Total	1	2	2	0	2	5	1	4	0	2	2	0	21	100.00%	8	100.00%	1.63%

Automatic Aid Given by Incident Type Category

Jan 01, 2024 12:00 AM to Dec 31, 2025 11:59 PM

Incident Type Category	2025												2025		2024		YTD % Change
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	
1 - Fire	2	0	1	0	1	4	1	0	0	0	0	0	9	2.00%	14	2.00%	-35.71%
2 - Overpressure Rupture, Explosion, Overheat (No Fire)	0	1	0	0	0	0	0	0	0	0	0	0	1	0.00%	0	0.00%	N/A
3 - Rescue & Emergency Medical Service Incident	36	26	44	49	43	49	40	35	32	25	34	35	448	80.00%	500	80.00%	-10.40%
5 - Service Call	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%	4	1.00%	-100.00%
6 - Good Intent Call	10	8	14	8	10	5	8	8	6	11	1	10	99	18.00%	105	17.00%	-5.71%
7 - False Alarm & False Call	2	0	0	1	0	0	0	0	0	0	0	0	3	1.00%	1	0.00%	200.00%
9 - Special Incident Type	1	0	0	0	0	0	0	0	0	0	0	0	1	0.00%	0	0.00%	N/A
Grand Total	51	35	59	58	54	58	49	43	38	36	35	45	561	100.00%	624	100.00%	-10.10%

Mutual Aid Received by Incident Type Category

Jan 01, 2024 12:00 AM to Dec 31, 2025 11:59 PM

Incident Type Category	2025												2025		2024		YTD % Change
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	
1 - Fire	0	0	0	0	0	0	0	0	0	0	0	2	2	17.00%	2	13.00%	0.00%
2 - Overpressure Rupture, Explosion, Overheat (No Fire)	0	0	0	0	0	0	0	0	0	0	0	1	1	8.00%	0	0.00%	N/A
3 - Rescue & Emergency Medical Service Incident	0	0	0	0	0	1	0	0	1	0	0	0	2	17.00%	3	20.00%	-33.33%
6 - Good Intent Call	0	0	0	0	0	0	0	0	0	0	0	1	1	8.00%	1	7.00%	0.00%
7 - False Alarm & False Call	0	0	0	0	0	0	0	1	0	2	1	2	6	50.00%	9	60.00%	-33.33%
Grand Total	0	0	0	0	0	1	0	1	1	2	1	6	12	100.00%	15	100.00%	-20.00%

Automatic Aid Received by Incident Type Category

Jan 01, 2024 12:00 AM to Dec 31, 2025 11:59 PM

Incident Type Category	2025												2025		2024		YTD % Change
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	
1 - Fire	3	2	5	3	1	1	1	2	4	2	2	1	27	25.00%	28	36.00%	-3.57%
2 - Overpressure Rupture, Explosion, Overheat (No Fire)	0	1	0	0	0	0	0	0	0	0	0	0	1	1.00%	0	0.00%	N/A
3 - Rescue & Emergency Medical Service Incident	1	0	0	0	0	0	0	0	0	0	0	0	1	1.00%	6	8.00%	-83.33%
4 - Hazardous Condition (No Fire)	2	0	2	0	0	1	0	0	0	0	0	0	5	5.00%	1	1.00%	400.00%
5 - Service Call	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%	1	1.00%	-100.00%
6 - Good Intent Call	2	1	0	1	0	0	1	3	1	1	0	0	10	9.00%	7	9.00%	42.86%
7 - False Alarm & False Call	3	12	9	5	5	9	5	1	3	9	4	1	66	60.00%	34	44.00%	94.12%
Grand Total	11	16	16	9	6	11	7	6	8	12	6	2	110	100.00%	77	100.00%	42.86%

Mutual Aid Given by Fire Department Given Aid

Jan 01, 2024 12:00 AM to Dec 31, 2025 11:59 PM

Fire Department	FDID	2025												2025		2024		YTD % Change
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	
Eddy County Fire & Rescue District 1	15001	1	2	2	0	1	4	1	3	0	2	2	0	18	86.00%	7	88.00%	157.14%
Hope Volunteer Fire Department	15037	0	0	0	0	1	1	0	1	0	0	0	0	3	14.00%	1	13.00%	200.00%
Grand Total		1	2	2	0	2	5	1	4	0	2	2	0	21	100.00%	8	100.00%	1.63%

Automatic Aid Given by Fire Department Given Aid

Jan 01, 2024 12:00 AM to Dec 31, 2025 11:59 PM

Fire Department	FDID	2025												2025		2024		YTD % Change	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous		
		1	0	0	0	0	0	0	0	0	0	0	0	0	1	0.00%	0	0.00%	N/A
Artesia Fire	15007	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%	3	0.00%	-100.00%
Atoka VFD	15013	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%	4	1.00%	-100.00%	
Cottonwood Volunteer Fire Department	15025	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%	6	1.00%	-100.00%	
Eddy County Fire & Rescue District 1	15001	48	35	58	58	53	56	48	42	38	36	35	43	550	98.00%	596	96.00%	-7.72%	
Hope Volunteer Fire Department	15037	2	0	1	0	1	2	1	1	0	0	0	2	10	2.00%	12	2.00%	-16.67%	
Loco Hills Volunteer Fire Department	15055	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%	1	0.00%	-100.00%	
Sun Country Volunteer Fire Department	15068	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%	2	0.00%	-100.00%	
Grand Total		51	35	59	58	54	58	49	43	38	36	35	45	561	100.00%	624	100.00%	-10.10%	

Mutual Aid Received by Fire Department

Jan 01, 2024 12:00 AM to Dec 31, 2025 11:59 PM

Fire Department	2025												2025		2024		YTD % Change
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	
Artesia Fire	0	0	0	0	0	1	0	0	0	0	0	0	1	9.00%	0	0.00%	N/A
Eddy County Fire & Rescue District 1	0	0	0	0	0	0	0	1	1	2	0	6	10	91.00%	14	93.00%	-28.57%
Hope Volunteer Fire Department	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%	1	7.00%	-100.00%
Grand Total	0	0	0	0	0	1	0	1	1	2	0	6	11	100.00%	15	100.00%	-26.67%

Automatic Aid Received by Fire Department

Jan 01, 2024 12:00 AM to Dec 31, 2025 11:59 PM

Fire Department	2025												2025		2024		YTD % Change
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	
Artesia Fire	0	0	0	0	1	0	0	0	0	0	0	0	1	1.00%	3	4.00%	-66.67%
Eddy County Fire & Rescue District 1	10	14	16	9	5	11	7	6	8	12	6	2	106	99.00%	63	94.00%	68.25%
Hope Volunteer Fire Department	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%	1	1.00%	-100.00%
Grand Total	10	14	16	9	6	11	7	6	8	12	6	2	107	100.00%	67	100.00%	59.70%

Incidents by Day and Hour

Dec 01, 2025 to Dec 31, 2025

Day of Week	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300
Sunday	1	1	2	3	0	2	0	3	0	3	1	3	2	4	6	1	2	2	2	3	1	2	2	2
Monday	0	0	1	3	1	3	0	1	2	3	3	6	2	1	1	1	2	3	5	3	3	1	3	1
Tuesday	2	0	4	2	3	0	2	4	0	2	2	5	2	7	5	6	2	1	1	4	3	5	0	3
Wednesday	4	0	1	1	0	1	1	1	1	4	5	5	2	6	2	1	2	3	3	2	2	0	2	1
Thursday	2	3	2	0	0	2	0	1	1	2	8	2	4	1	2	3	2	1	3	0	1	2	3	2
Friday	2	2	0	1	1	2	1	1	0	2	1	4	1	0	1	0	2	2	0	2	4	6	2	0
Saturday	3	1	0	0	3	2	0	1	0	3	2	1	1	2	2	3	1	5	4	3	0	0	1	2

Monthly Call Volume Year over Year

Jan 01, 2024 12:00 AM to Dec 31, 2025 11:59 PM

Month Name	2025		2024		YTD % Change
	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	
January	280	8.00%	265	8.00%	5.66%
February	266	8.00%	238	8.00%	11.76%
March	316	10.00%	235	7.00%	34.47%
April	255	8.00%	246	8.00%	3.66%
May	261	8.00%	267	9.00%	-2.25%
June	267	8.00%	282	9.00%	-5.32%
July	251	8.00%	257	8.00%	-2.33%
August	279	8.00%	254	8.00%	9.84%
September	235	7.00%	274	9.00%	-14.23%
October	283	9.00%	278	9.00%	1.80%
November	283	9.00%	268	9.00%	5.60%
December	336	10.00%	276	9.00%	21.74%
Grand Total	3,312	100.00%	3,140	100.00%	5.48%

Overlapping Calls and Hours

Dec 01, 2025 12:00 AM to Dec 31, 2025 11:59 PM

Overlapping Calls	Occurrences	% of Occurrences	Hours	% of Hours
No Overlapping Calls	609	90.49%	729	97.99%
Overlapping Calls	64	9.51%	15	2.01%
Totals	673	100.00%	744	100.00%

Expanded Overlapping Calls and Hours

Dec 01, 2025 12:00 AM to Dec 31, 2025 11:59 PM

Overlapping Calls	Occurrences	% of Occurrences	Hours	% of Hours
0 Overlapping Calls	609	90.49%	729	97.99%
1 Overlapping Call	62	9.21%	15	1.97%
2 Overlapping Calls	2	0.30%	0	0.04%
Totals	673	100.00%	744	100.00%

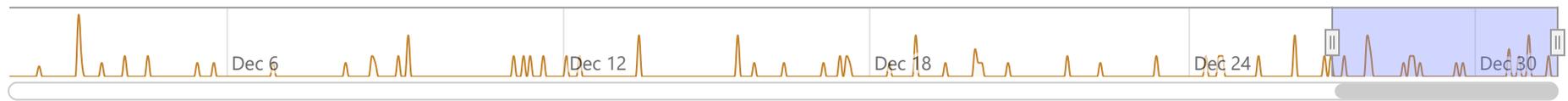
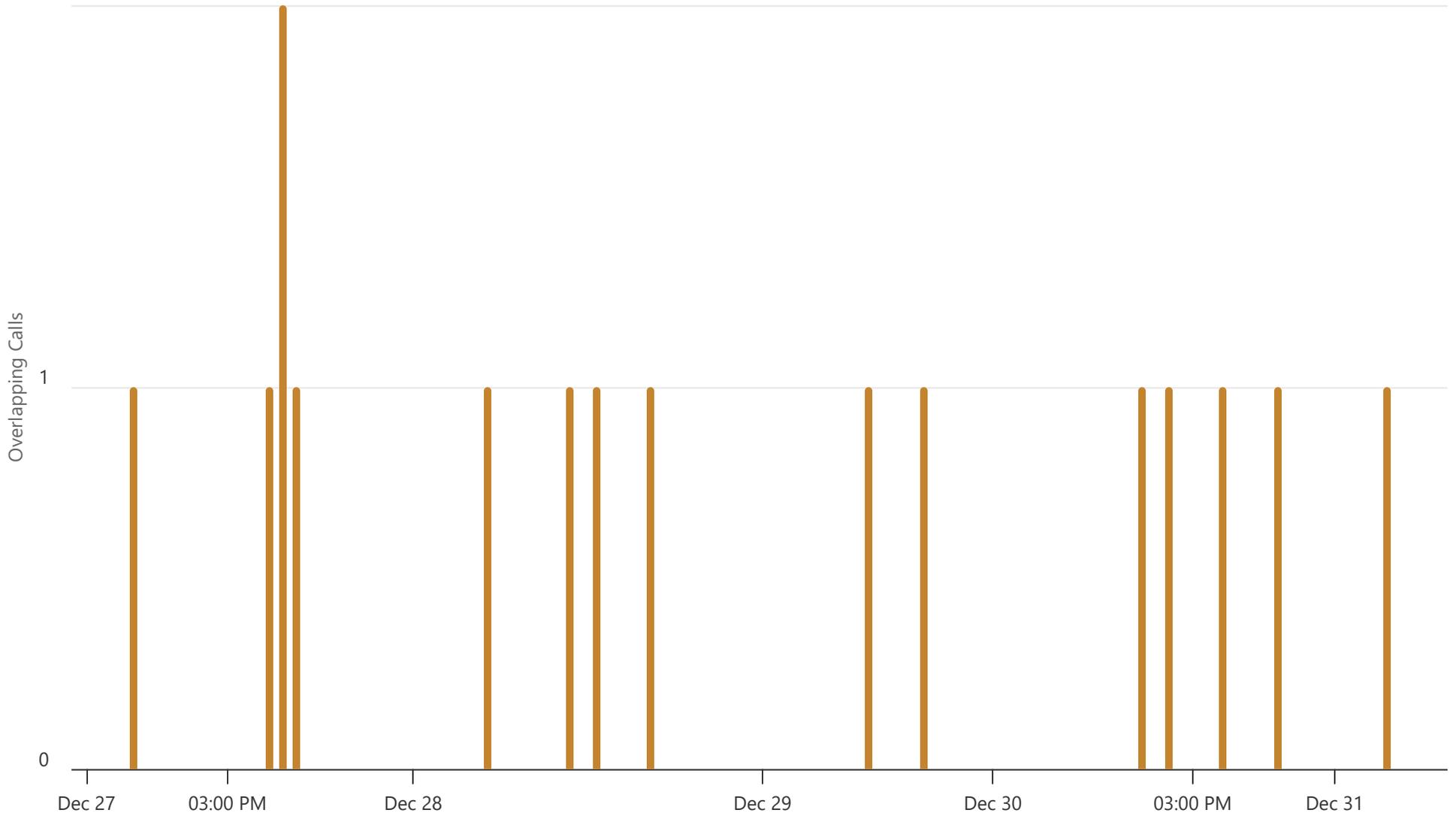
Calls in Progress

Dec 01, 2025 12:00 AM to Dec 31, 2025 11:59 PM

Calls in Progress	Occurrences	% of Occurrences	Hours	% of Hours
0 Calls In Progress	275	40.86%	595	79.93%
1 Call In Progress	334	49.63%	134	18.06%
2 Calls In Progress	62	9.21%	15	1.97%
3 Calls In Progress	2	0.30%	0	0.04%
Totals	673	100.00%	744	100.00%

Overlapping Calls

Dec 01, 2025 12:00 AM to Dec 31, 2025 11:59 PM



Permit Payment History Report

12/01/2025 - 12/31/2025

Receipt #	Payment Type	Payment Date	Applicant Name	Payment Amount
Group:				
12055		12/1/2025	E.C. Framing & Concrete Const.	\$109.00
12056		12/1/2025	Solution Air & Heating, LLC	\$72.00
12057		12/1/2025	Pedro Aguillon	\$75.00
12058		12/1/2025	Clovis Sign Service Inc.	\$227.00
12059		12/1/2025	Clovis Sign Service Inc	\$263.00
12062		12/1/2025	Ruben De La Rosa	\$58.00
12063		12/2/2025	Fulkerson Plbg & AC	\$150.00
12064		12/2/2025	Facility Solutions Group, Inc.	\$409.00
12065		12/3/2025	Advantage Htg & Clg LLC	\$44.00
12066		12/3/2025	Helam Ledezma	\$130.00
12067		12/4/2025	Angel Leon	\$50.00
12068		12/8/2025	JEMCOS, LLC	\$400.00
12069		12/9/2025	Ty Young	\$50.00
12070		12/9/2025	EPNM, INC	\$94.00
12071		12/9/2025	Isaac's Plbg & Htg LLC	\$78.00
12072		12/9/2025	BTS Plumbing & Mechanical LLC	\$50.00
12073		12/9/2025	Statewide Remodeling	\$44.00
12075		12/11/2025	Statewide Remodeling, LLC	\$94.00
12076		12/15/2025	Fabian P Vasquez	\$130.00
12077		12/15/2025	Jennifer Homes, LLC	\$94.00
12078		12/16/2025	Gunderson Htg & Clg LLC	\$98.00
12079		12/16/2025	Clovis Sign Service Inc.	\$263.00
12080		12/16/2025	Clovis Sign Service Inc.	\$245.00
12083		12/18/2025	Harcrow Surveying	\$25.00
				\$3,252.00

Group Total: 24

Group: check

12060	check	12/1/2025	Billy Collins	\$108.00
12061	check	12/1/2025	Billy Collins	\$108.00
12074	check	12/11/2025	Eldridge Construction	\$260.00
12081	check	12/16/2025	JAD&N Construction, LLC	\$950.00
12082	check	12/17/2025	Nalley Construction LLC	\$148.00
12084	check	12/18/2025	R & E Construction, LLC	\$130.00
				\$1,704.00

Group Total: 6

				\$4,956.00
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Total Records: 30

Building Inspection Monthly Revenue Report				December 2025	
				Valuation	Fees
Current Month				\$ 1,250,725	\$5,010.00
Previous Year Month				\$ 2,345,640	\$12,588.00
Total Change				\$ (1,094,915)	\$ (7,578)
Current Fiscal YTD				\$ 9,383,095	\$ 97,365
Previous Fiscal YTD				\$ 13,505,667	\$ 104,943
Total Change				\$ (4,122,572)	\$ (7,578)
Monthly Permit Report				December 2025	
Permit #	Owner Name	Address	Permit Type	Valuation	Fees
20250748	Prestige Homes LLC.	7183 Roswell Highway	Addition	61,000	\$260.00
20250743	Chavarria, Arselia	102 W. Cleveland	Building	100,000	\$400.00
20250758	McKamey, Kay Ann ET AL (N-JT) Northrop, Jo	2400 Cerro Road	Building Alt 1	25,000	\$130.00
20250757	My Ashleah Inc.	312 W. Quay Ave.	Building Alt 2	30,000	\$148.00
20250741	Ledezma, Helam	1115 Chisum Ave.	Building Alt 2	25,000	\$130.00
20250751	Vasquez, Fabian P	905 W. Mahone Dr.	Building Alt 3	25,000	\$130.00
20250746	Young, Ty & Keanna (JT)	702 W. Mann Avenue	Curb Cut	1,000	\$50.00
20250738	De La Rosa, Ruben & Vickie (Jt)	2718 W. Richardson	Fence	5,000	\$58.00
20250735	Collins, Billy F & Douglas Dean ET AL (JT) &	7165 Roswell Hwy.	Fence	2,500	\$108.00
20250736	Collins, Billy F & Douglas Dean ET AL (JT) &	7167 Roswell Hwy.	Fence	2,500	\$108.00
20250733	Natera, Matthew Bryce	814 W. Centre Avenue	Mechanical	0	\$72.00
20250749	Inspiration Homes, LLC	1710 Coyote Trail Rd.	Mechanical	0	\$78.00
20250756	Simer, Zach or Jessica (JT)	2012 Indigo Dr.	Mechanical	0	\$98.00
20250740	Roark, Jeremiah & Shandel K/S	27 Century Road	Mechanical	0	\$44.00
20250737	Collins, Frederick D % Aguillon, Pedro &	R276 N. 13th St. #160	MH Placement	6,000	\$75.00
20250755	Woolsey, Luke Travis & Tracie Rae (JT)	3108 S. Thirteenth St.	New Residence	650,000	\$950.00
20250747	Deans, John M & Judy	16 Century Road	Plumbing	0	\$44.00
20250742	Leon, Angel & Martha (N-JT)	310 N. Paris St.	Plumbing	0	\$50.00
20250744	Lux Nails & Spa LLC	313 W. Quay Avenue	Plumbing	0	\$50.00
20250752	Malone, Trinidad & Elisa (JT)	6414-1 Seven Rivers Hwy	Re-Roof	15,000	\$94.00
20250739	Bustamante, Manuel L	203 N. Fourteenth Street	Sewer Tap	0	\$150.00
20250734	BW Gas & Convenience Retail LLC	800 S. First Street	Sign	55,000	\$263.00
20250753	BW Gas & Convenience Retail LLC #203	1910 W. Main Street	Sign	55,000	\$263.00
20250754	BW Gas & Convienience Real Estate LLC	1603 N. First Street	Sign	50,000	\$245.00
20250731	YESWAY / ALLSUP'S	1303 W. Hermosa Ave.	Sign	45,000	\$227.00
20250732	Almar Investments Limited	7179 Roswell Hwy	Sign	42,000	\$409.00
20250745	RS ART NM 7B 01 LLC	1102 W. Main St.	Sign	7,200	\$94.00
20250760	Navarrette, Helen F & Sylvia F	708 W. Champ Clark	Solar Panel Structure	33,544	\$163.00
20250759	Perez, Domingo	R246 N. Thirteenth Street	Summary Plat	0	\$25.00
20250750	Deans, John M & Judy	16 Century Road	Window Replace	14,981	\$94.00

Monthly Violation Report

12/01/2025 - 12/31/2025

Case Date	Owner Name	Parcel Address	Violation Name	Violation Notes	Violation Status
12/1/2025	HF SINCLAIR NAVAJO REFINING LLC	2008 W. Ray Ave.	Numbering	Address numbers need to be visible on front and back of property	Open
12/1/2025	AMAYA, EDGAR ONTIVEROS	2104 W. Briscoe Avenue	Numbering	Address numbers need to be visible on front and back of property	Open
12/1/2025	Joy, Stuart L. & Allyson N (JT)	2205 W. Ray Avenue	Numbering	Address numbers need to be visible on front and back of property	Open
12/1/2025	Carrillo, Julian	2106 W. Briscoe Avenue	Numbering	Address numbers need to be visible on front and back of property	Closed
12/1/2025	PHIPPS, LUKE ANDREW ET AL	2202 W. Briscoe Avenue	Numbering	Address numbers need to be visible on front and back of property	Closed
12/1/2025	Gromatzky, Ricky L & Sarah E (Jt)	2209 W. Ray Avenue	Numbering	Address numbers need to be visible on front and back of property	Closed
12/1/2025	Hay, Andrew & Rodriguez, Melanie (JT)	2201 W. Washington Ave.	Numbering	Address numbers need to be visible on front and back of property	Closed
12/1/2025	RODRIGUEZ, RAMON CODY & JOSLYN N (JT)	2208 W RAY AVE.	Numbering	Address numbers need to be visible on front and back of property	Closed
12/1/2025	FULLER, NATHAN D	2008 W. Briscoe Avenue	Numbering	Address numbers need to be visible on front and back of property	Closed
12/1/2025	LaPointe, Justin K & Erica L (JT)	2203 W. Ray Avenue	Numbering	Address numbers need to be visible on front and back of property	Closed
12/12/2025	Mendenhall, Karen L	305 Mc Arthur	Graffiti – Municipal Code 5-1C-12	Graffiti in the alley on fence needs to be removed. This must be accomplished within Three (3) business days.	Open
12/12/2025	Martinez, Mary	814 Bates Street	Numbering	Address numbers in back of property need to be visible.	Open

Case Date	Owner Name	Parcel Address	Violation Name	Violation Notes	Violation Status
12/12/2025	Campa, Armando Rene Soto & Campa, Renato Rolando Sandoval&	908 Bates Street	Numbering	Address numbers need to be visible.	Open
12/12/2025	Sanchez, Marylou C.	906 W. Bates Ave.	Numbering	Address numbers need to be visible.	Open
12/12/2025	Martinez, Eugenio O.	812 W. Bates Ave.	Numbering	Address numbers need to be visible,	Open
12/12/2025	Annaya- Gutierrez, Sergio Ivan	276 N. Thirteenth St. Rural #35	Nuisance	Accumulated weeds on property must be removed - including the area located between the property line and the middle of the alley adjacent to the property. All cuttings need to be removed from the property and taken to transfer station.	Open
12/15/2025	DAVIS, DENNIS W & LINDA DIANE	2102 W. Centre	Nuisance	Mattress and tree limbs next to fence in alley need to be removed and taken to transfer station. City of Artesia will not pick up large debris items in dumpsters.	Open
12/15/2025	STOVALL, COURTNEY LEE	2002 W. Centre Avenue	Numbering	Address numbers need to be visible on front within 3ft from door and back of property visible from the alley.	Open
12/15/2025	Paz, Rafael	2303 W. Briscoe Avenue	Numbering	Address numbers need to be visible on front within 3ft from door and back of property visible from the alley.	Open
12/15/2025	Barragan, Geraldo Miguel Mariscal	2105 W. Briscoe Ave.	Numbering	Address numbers need to be visible on front within 3ft from door and back of property visible from the alley.	Open
12/15/2025	FEDERAL NATIONAL MORTGAGE ASSOCIATIO N	2102 W. Bullock Ave.	Numbering	Address numbers need to be visible on front within 3ft from door and back of property visible from the alley.	Open
12/15/2025	Powers, Kevin & Jamey J (Jt)	2006 W. Mann Avenue	Numbering	Address numbers need to be visible on front within 3ft from door and back of property visible from the alley.	Open

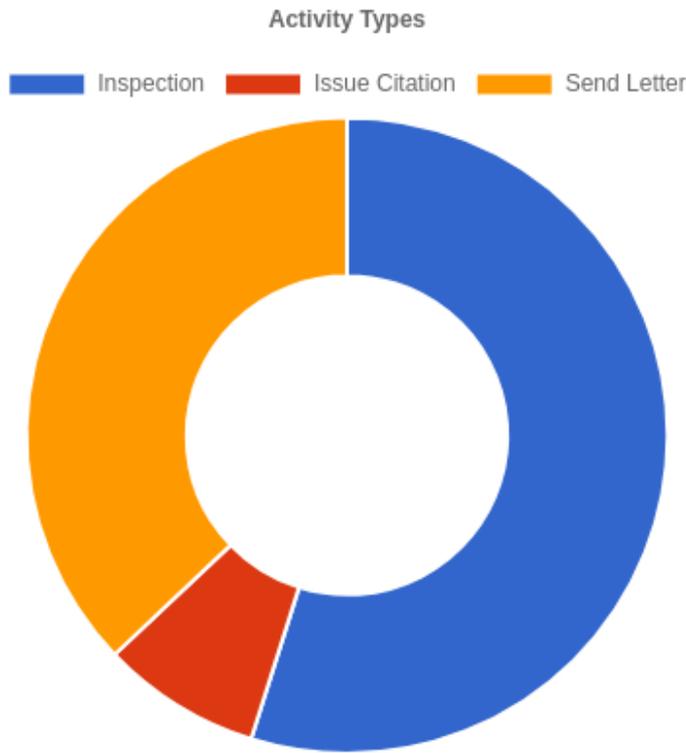
Case Date	Owner Name	Parcel Address	Violation Name	Violation Notes	Violation Status
12/15/2025	Urias, Manuel A & Lucy P (Jt)	2005 W. Bullock Avenue	Numbering	Address numbers need to be visible on front within 3ft from door and back of property visible from the alley.	Open
12/15/2025	LOPEZ, MICHAEL & LISA	2012 W MANN AVE	Numbering	Address numbers need to be visible on front within 3ft from door and back of property visible from the alley.	Open
12/15/2025	MARTINEZ, FERNANDO & FLORES, LILIBETH F VALENZUELA (JT)	2105 W. Bullock Avenue	Numbering	Address numbers need to be visible on front within 3ft from door and back of property visible from the alley.	Open
12/15/2025	Garthwaite, Michael	2308 W. Mann Avenue	Numbering	Address numbers need to be visible on front within 3ft from door and back of property visible from the alley.	Open
12/15/2025	Williams, Gary W	2110 Centre Avenue	Numbering	Address numbers need to be visible on front within 3ft from door and back of property visible from the alley.	Open
12/15/2025	Sifuentes, Bulmaro	2104 Centre Avenue	Numbering	Address numbers need to be visible on front within 3ft from door and back of property visible from the alley.	Open
12/18/2025	Molina, Carlos O & Isela (Jt)	3505 W Quay Avenue	Numbering	Address numbers need to be visible on front and back of property visible from alley.	Open
12/18/2025	TOVAR, MA ISAURA M	3507 W Quay Avenue	Numbering	Address numbers need to be visible on front and back of property visible from alley.	Open
12/18/2025	Ortiz, Ann G	3601 W. Quay Avenue	Numbering	Address numbers need to be visible on front and back of property visible from alley.	Open
12/18/2025	Caldera, Aaron	3605 W Quay Avenue	Numbering	Address numbers need to be visible on front and back of property visible from alley.	Open
12/18/2025	Padilla, Santiago & Dora	3611 W. Quay Avenue	Numbering	Address numbers need to be visible on front and back of property visible from alley.	Open
12/18/2025	Sanchez, Manuel A	3613 W. Quay Avenue	Numbering	Address numbers need to be visible on front and back of property visible from alley.	Open

Case Date	Owner Name	Parcel Address	Violation Name	Violation Notes	Violation Status
12/18/2025	Lewis, Samuel	1203 Bullock	Numbering	Address numbers need to be visible	Open
12/18/2025	Royal, Shawna Raquel	1209 Bullock Avenue	Nuisance	Address numbers need to be visible.	Open
12/18/2025	Molina, Steven L	1206 W. Mann Avenue	Numbering	Address numbers need to be visible.	Open
12/18/2025	Calderon, Edward	1204 Mann Avenue	Numbering	Address numbers need to be visible.	Open
12/18/2025	Ryan, Teresa & Ryan Michelle ET AL	1212 W. Mann Ave.	Numbering	Address numbers need to be visible.	Open
12/18/2025	Torres, Domingo & Lisa G.	1210 W. Mann Ave.	Numbering	Address numbers need to be visible.	Open
12/18/2025	Perez, Tina L.	1208 W. Mann Ave.	Numbering	Address numbers need to be visible.	Open
12/18/2025	Herron, Kem	3503 Quay Avenue	Nuisance	Accumulated weeds on property must be removed - including the area located between the property line and the middle of the alley adjacent to the property. All cuttings need to be removed from the property and taken to transfer station.	Open
12/18/2025	Chavarria, Arselia	102 W. Cleveland	RED TAGGED	Digging for what seems for gas line. Red tagged a red tag building.	Open
12/19/2025	Juarez, Christina Y	805 N 5th Street	Nuisance	Accumulated weeds on property must be removed - including the area located between the property line and the middle of the alley adjacent to the property. All cuttings need to be removed from the property and taken to transfer station.	Open
12/19/2025	Ramirez Perez, Ester Eliza	807 N 5th Street	Nuisance	Accumulated weeds on property must be removed - including the area located between the property line and the middle of the alley adjacent to the property. All cuttings need to be removed from the property and taken to transfer station.	Open

Case Date	Owner Name	Parcel Address	Violation Name	Violation Notes	Violation Status
12/19/2025	Ruiz, Margaret	S of 910 N 6th	Nuisance	Accumulated weeds on property must be removed - including the area located between the property line and the middle of the alley adjacent to the property. All cuttings need to be removed from the property and taken to transfer station.	Open
12/22/2025	MARTINEZ, JESUS JR.	806 W Cleveland Avenue	Nuisance	Weeds and downed tree limbs on the property to include the alley need to be removed and taken to the transfer station.	Open
12/22/2025	MARTINEZ, JESUS JR.	806 W Cleveland Avenue	Nuisance	Inoperable vehicles on the property need to be made operable or removed from the property. 5-1F-2E	Open
12/22/2025	Howard, Micah C.	2001 W. Bullock Avenue	Knock & Talk	Address numbers facing alley	Open

1/5/2026

Code Activity Table



Case #	Activity Type	Activity Date	Scheduled Date	Completed Date	Description
6648	Issue Citation	12/23/2025	12/23/2025	12/23/2025	\$!00 / 90 days suspended
6731	Issue Citation	12/10/2025	12/10/2025	12/10/2025	\$50 fine 90 days suspended
6754	Inspection	12/04/2025	12/04/2025	12/04/2025	complete
6756	Inspection	12/01/2025	12/01/2025	12/01/2025	Complete
6771	Issue Citation	12/18/2025	12/18/2025	12/18/2025	\$100 fine / 90 days suspended
6836	Inspection	12/04/2025	12/04/2025	12/04/2025	complete
6839	Issue Citation	12/17/2025	12/17/2025	12/17/2025	citation 0538
6846	Issue Citation	12/18/2025	12/18/2025	12/18/2025	\$300 fine/ 90 days suspended
6854	Inspection	12/04/2025	12/04/2025	12/04/2025	complete
6864	Issue Citation	12/17/2025	12/17/2025	12/17/2025	citation 0540 - weeds citation 0541 - unsanitary premises due large appliance
6869	Inspection	12/05/2025	12/05/2025	12/05/2025	Complete
6872	Inspection	12/05/2025	12/05/2025	12/05/2025	Complete
6879	Inspection	12/05/2025	12/05/2025	12/05/2025	Complete
6880	Inspection	12/05/2025	12/05/2025	12/05/2025	Complete

Case #	Activity Type	Activity Date	Scheduled Date	Completed Date	Description
6885	Inspection	12/01/2025	12/01/2025	12/01/2025	Completed
6891	Inspection	12/01/2025	12/01/2025	12/01/2025	Completed
6895	Inspection	12/04/2025	12/04/2025	12/04/2025	complete
6897	Inspection	12/11/2025	12/11/2025	12/11/2025	Complete
6899	Inspection	12/11/2025	12/11/2025	12/11/2025	Complete
6900	Inspection	12/17/2025	12/17/2025	12/17/2025	Complete
6901	Inspection	12/17/2025	12/17/2025	12/17/2025	Complete
6903	Inspection	12/17/2025	12/17/2025	12/17/2025	Complete
6906	Inspection	12/12/2025	12/12/2025	12/12/2025	Complete
6910	Inspection	12/11/2025	12/11/2025	12/11/2025	Complete
6911	Inspection	12/11/2025	12/11/2025	12/11/2025	Complete
6917	Inspection	12/12/2025	12/12/2025	12/12/2025	complete
6919	Issue Citation	12/17/2025	12/17/2025	12/17/2025	citation 0542
6920	Issue Citation	12/17/2025	12/17/2025	12/17/2025	citation 0543
6921	Issue Citation	12/17/2025	12/17/2025	12/17/2025	citation 0544
6922	Issue Citation	12/17/2025	12/17/2025	12/17/2025	citation 0545
6923	Inspection	12/11/2025	12/11/2025	12/11/2025	complete
6924	Inspection	12/11/2025	12/11/2025	12/11/2025	complete
6925	Inspection	12/11/2025	12/11/2025	12/11/2025	complete
6926	Inspection	12/29/2025	12/29/2025	12/29/2025	complete
6927	Inspection	12/29/2025	12/29/2025	12/29/2025	complete
6929	Inspection	12/01/2025	12/01/2025	12/01/2025	Completed
6930	Inspection	12/11/2025	12/11/2025	12/11/2025	complete
6932	Inspection	12/01/2025	12/01/2025	12/01/2025	Completed
6934	Inspection	12/01/2025	12/01/2025	12/01/2025	Completed
6935	Inspection	12/01/2025	12/01/2025	12/01/2025	Completed
6937	Inspection	12/01/2025	12/01/2025	12/01/2025	Completed
6939	Inspection	12/11/2025	12/11/2025	12/11/2025	Complete
6941	Inspection	12/05/2025	12/05/2025	12/05/2025	Complete

Case #	Activity Type	Activity Date	Scheduled Date	Completed Date	Description
6942	Inspection	12/05/2025	12/05/2025	12/05/2025	Complete
6946	Inspection	12/29/2025	12/29/2025	12/29/2025	complete
6947	Inspection	12/29/2025	12/29/2025	12/29/2025	complete
6948	Inspection	12/29/2025	12/29/2025	12/29/2025	complete
6951	Inspection	12/11/2025	12/11/2025	12/11/2025	complete
6953	Inspection	12/11/2025	12/11/2025	12/11/2025	complete
6955	Inspection	12/11/2025	12/11/2025	12/11/2025	complete
6957	Inspection	12/11/2025	12/11/2025	12/11/2025	complete
6958	Inspection	12/11/2025	12/11/2025	12/11/2025	complete
6962	Inspection	12/19/2025	12/19/2025	12/19/2025	Complete
6965	Inspection	12/17/2025	12/17/2025	12/17/2025	Complete
6968	Inspection	12/05/2025	12/05/2025	12/05/2025	Complete
6971	Inspection	12/15/2025	12/15/2025	12/15/2025	complete
6972	Inspection	12/02/2025	12/02/2025	12/02/2025	complete
6973	Inspection	12/22/2025	12/22/2025	12/22/2025	complete
6974	Inspection	12/22/2025	12/22/2025	12/22/2025	complete
6975	Inspection	12/22/2025	12/22/2025	12/22/2025	complete
6976	Inspection	12/22/2025	12/22/2025	12/22/2025	complete
6977	Inspection	12/22/2025	12/22/2025	12/22/2025	complete
6979	Inspection	12/22/2025	12/22/2025	12/22/2025	complete
6980	Inspection	12/22/2025	12/22/2025	12/22/2025	complete
6981	Inspection	12/17/2025	12/17/2025	12/17/2025	Complete
6983	Inspection	12/17/2025	12/17/2025	12/17/2025	Complete
6989	Inspection	12/12/2025	12/12/2025	12/12/2025	Complete
6993	Send Letter	12/01/2025	12/01/2025	12/01/2025	Mailed Letter
6995	Inspection	12/22/2025	12/22/2025	12/22/2025	complete
6995	Send Letter	12/01/2025	12/01/2025	12/01/2025	Mailed Letter
6996	Inspection	12/22/2025	12/22/2025	12/22/2025	complete
6996	Send Letter	12/01/2025	12/01/2025	12/01/2025	Mailed Letter
6997	Inspection	12/22/2025	12/22/2025	12/22/2025	complete

Case #	Activity Type	Activity Date	Scheduled Date	Completed Date	Description
6997	Send Letter	12/01/2025	12/01/2025	12/01/2025	Mailed Letter
6998	Inspection	12/22/2025	12/22/2025	12/22/2025	complete
6998	Send Letter	12/01/2025	12/01/2025	12/01/2025	Mailed Letter
6999	Send Letter	12/01/2025	12/01/2025	12/01/2025	Mailed Letter
7000	Send Letter	12/01/2025	12/01/2025	12/01/2025	Mailed Letter
7001	Inspection	12/22/2025	12/22/2025	12/22/2025	complete
7001	Send Letter	12/01/2025	12/01/2025	12/01/2025	Mailed Letter
7002	Inspection	12/22/2025	12/22/2025	12/22/2025	complete
7002	Send Letter	12/01/2025	12/01/2025	12/01/2025	Mailed Letter
7003	Inspection	12/22/2025	12/22/2025	12/22/2025	complete
7003	Send Letter	12/01/2025	12/01/2025	12/01/2025	Mailed Letter
7005	Send Letter	12/12/2025	12/12/2025	12/12/2025	Mailed letter
7006	Inspection	12/12/2025	12/12/2025	12/12/2025	Mailed letter
7007	Send Letter	12/12/2025	12/12/2025	12/12/2025	Mailed letter
7008	Send Letter	12/12/2025	12/12/2025	12/12/2025	Mailed letter
7009	Send Letter	12/12/2025	12/12/2025	12/12/2025	Mailed letter
7010	Send Letter	12/12/2025	12/12/2025	12/12/2025	Mailed letter
7011	Send Letter	12/15/2025	12/15/2025	12/15/2025	Mailed Letter
7012	Send Letter	12/15/2025	12/15/2025	12/15/2025	Mailed Letter
7013	Send Letter	12/15/2025	12/15/2025	12/15/2025	Mailed Letter
7014	Send Letter	12/15/2025	12/15/2025	12/15/2025	Mailed Letter
7015	Send Letter	12/15/2025	12/15/2025	12/15/2025	Mailed Letter

Case #	Activity Type	Activity Date	Scheduled Date	Completed Date	Description
7016	Send Letter	12/15/2025	12/15/2025	12/15/2025	Mailed Letter
7017	Send Letter	12/15/2025	12/15/2025	12/15/2025	Mailed Letter
7018	Send Letter	12/15/2025	12/15/2025	12/15/2025	Mailed Letter
7019	Send Letter	12/15/2025	12/15/2025	12/15/2025	Mailed Letter
7020	Send Letter	12/15/2025	12/15/2025	12/15/2025	Mailed Letter
7021	Send Letter	12/15/2025	12/15/2025	12/15/2025	Mailed Letter
7022	Send Letter	12/15/2025	12/15/2025	12/15/2025	Mailed Letter
7023	Inspection	12/17/2025	12/17/2025	12/17/2025	Certified letter mailed
7024	Send Letter	12/18/2025	12/18/2025	12/18/2025	Mailed Letter
7025	Send Letter	12/18/2025	12/18/2025	12/18/2025	Mailed Letter
7026	Send Letter	12/18/2025	12/18/2025	12/18/2025	Mailed Letter
7027	Send Letter	12/18/2025	12/18/2025	12/18/2025	Mailed Letter
7028	Send Letter	12/18/2025	12/18/2025	12/18/2025	Mailed Letter
7029	Send Letter	12/18/2025	12/18/2025	12/18/2025	Mailed Letter
7030	Send Letter	12/18/2025	12/18/2025	12/18/2025	Mailed Letter
7031	Send Letter	12/18/2025	12/18/2025	12/18/2025	Mailed letter
7032	Send Letter	12/18/2025	12/18/2025	12/18/2025	Mailed letter
7033	Send Letter	12/18/2025	12/18/2025	12/18/2025	Mailed letter
7034	Send Letter	12/18/2025	12/18/2025	12/18/2025	Mailed letter
7035	Send Letter	12/18/2025	12/18/2025	12/18/2025	Mailed letter
7036	Send Letter	12/18/2025	12/18/2025	12/18/2025	Mailed letter

Case #	Activity Type	Activity Date	Scheduled Date	Completed Date	Description
7037	Send Letter	12/18/2025	12/18/2025	12/18/2025	Mailed letter
7038	Send Letter	12/19/2025	12/19/2025	12/19/2025	Mailed letter
7040	Send Letter	12/19/2025	12/19/2025	12/19/2025	Mailed letter
7041	Send Letter	12/19/2025	12/19/2025	12/19/2025	Mailed letter
7042	Inspection	12/22/2025	12/22/2025	12/22/2025	Numbering
7043	Send Letter	12/22/2025	12/22/2025	12/22/2025	Mailed Letter
7044	Send Letter	12/22/2025	12/22/2025	12/22/2025	Mailed Letter
7045	Inspection	12/18/2025	12/18/2025	12/18/2025	Red Tag

Showing 1 to 124 of 124 entries

City of Artesia
General Fund Through December 31, 2025

	Ending 12/31/25	2025-2026 Amended Budget	2025-2026 Remaining Budget	% of Budget Received/Expended (Benchmark 50%)
Beginning Cash Balance	\$ 32,762,663.34			
Revenues	\$ 19,439,219.18	\$ 31,950,230.00	\$ 12,511,010.82	61%
Transfers In	\$ -	\$ 131,250.00	\$ 131,250.00	0%
Total Revenues	\$ 19,439,219.18	\$ 32,081,480.00	\$ 12,642,260.82	61%
Expenditures				
Legislative	\$ 49,772.56	\$ 133,804.20	\$ 84,031.64	37%
Municipal Court	\$ 201,827.94	\$ 520,267.32	\$ 318,439.38	39%
Finance & Admin	\$ 725,266.55	\$ 1,403,732.04	\$ 678,465.49	52%
Executive	\$ 69,500.13	\$ 151,509.15	\$ 82,009.02	46%
Streets	\$ 1,794,238.68	\$ 2,762,610.43	\$ 968,371.75	65%
Police	\$ 4,111,522.06	\$ 9,797,822.78	\$ 5,686,300.72	42%
Fire	\$ 2,712,649.95	\$ 5,588,595.31	\$ 2,875,945.36	49%
Artesia Center	\$ 194,346.17	\$ 506,315.92	\$ 311,969.75	38%
Senior Center	\$ 229,097.70	\$ 578,824.43	\$ 349,726.73	40%
Library	\$ 464,309.37	\$ 892,522.78	\$ 428,213.41	52%
Museum	\$ 105,348.77	\$ 169,258.35	\$ 63,909.58	62%
Garage	\$ 207,809.53	\$ 521,166.76	\$ 313,357.23	40%
Facility Maint	\$ 756,483.52	\$ 1,559,114.00	\$ 802,630.48	49%
Election		\$ 25,000.00	\$ -	0%
Planning	\$ 286,180.24	\$ 867,313.28	\$ 581,133.04	33%
Personnel	\$ 1,334,941.04	\$ 2,053,033.13	\$ 718,092.09	65%
Cemetery	\$ 134,241.74	\$ 279,664.66	\$ 145,422.92	48%
Transfers Out	\$ 3,846,534.62	\$ 20,589,161.42	\$ 16,742,626.80	19%
Total Expenditures	\$ 17,224,070.57	\$ 48,399,715.96	\$ 31,150,645.39	36%
Actuals - Revenue Over/(Under) Expenses		\$ 2,215,148.61		
Cash Balance as of March 31, 2022		\$ 34,977,811.95		
Restricted	\$ 4,033,309.66	(1/12 of total expenditures mandated by DFA)		
Committed	\$ (16,318,235.96)	(Amt Budgeted exp greater than revenues)		\$ 18,659,575.99
Unassigned	\$ 14,626,266.33			

City of Artesia
Enterprise Funds
Ending Dec 31, 2025

Fund	6 Months Ended 12/31/25	2025-2026 Amended Budget	2025-2026 Remaining Budget	% of Budget Received/Expended (Benchmark 50%)
<u>503 Waste Water</u>	Beginning Cash Balance	\$ 10,203,573.03		
Revenues	\$ 1,185,224.47	\$ 1,889,000.00	\$ 703,775.53	63%
Transfers In	\$ -	\$ -	\$ -	0%
Total Revenues	\$ 1,185,224.47	\$ 1,889,000.00	\$ 703,775.53	63%
Expenditures	\$ 655,454.87	\$ 1,430,000.95	\$ 774,546.08	46%
Transfers Out	\$ -	\$ 2,654,282.08	\$ 2,654,282.08	0%
Total Expenditures	\$ 655,454.87	\$ 4,084,283.03	\$ 3,428,828.16	16%
Budgeted Revenue Over/(Under) Expenses		\$ 529,769.60		
Cash Balance as of Dec 31, 2025		\$ 10,733,342.63		
		Restricted \$ 2,042,141.52	(50% Reserves)	
		Committed \$ 2,195,283.03		
		Unassigned \$ 6,495,918.09		
<u>504 Solid Waste</u>	Beginning Cash Balance	\$ 1,707,612.24		
Revenues	\$ 1,115,835.15	\$ 2,344,897.00	\$ 1,229,061.85	48%
Transfers In	\$ -	\$ -	\$ -	0%
Total Revenues	\$ 1,115,835.15	\$ 2,344,897.00	\$ 1,229,061.85	48%
Expenditures	\$ 1,298,524.89	\$ 2,341,735.92	\$ 1,043,211.03	55%
Transfers Out	\$ -	\$ 280,940.00	\$ 280,940.00	0%
Total Expenditures	\$ 1,298,524.89	\$ 2,622,675.92	\$ 1,324,151.03	50%
Budgeted Revenue Over/(Under) Expenses		\$ (182,689.74)		
Cash Balance as of Dec 31, 2025		\$ 1,524,922.50		
		Restricted \$ 1,311,337.96	(50% Reserves)	
		Committed \$ 277,778.92	(Amt Budgeted exp greater than revenues)	
		Unassigned \$ (64,194.38)		

City of Artesia
Enterprise Funds
Ending Dec 31, 2025

Fund	6 Months Ended 12/31/25	2025-2026 Amended Budget	2025-2026 Remaining Budget	% of Budget Received/Expended (Benchmark 50%)	
<u>505 Water</u>	Beginning Cash Balance	\$ 2,179,143.41			
Revenues		\$ 3,008,509.06	\$ 6,154,962.09	\$ 3,146,453.03	49%
Transfers In		\$ 301,033.15	\$ 475,200.00	\$ 174,166.85	63%
Total Revenues		\$ 3,309,542.21	\$ 6,630,162.09	\$ 3,320,619.88	50%
Expenditures		\$ 1,655,292.74	\$ 3,710,493.52	\$ 2,055,200.78	45%
Transfers Out		\$ -	\$ 3,205,416.27	\$ 3,205,416.27	0%
Total Expenditures		\$ 1,655,292.74	\$ 6,915,909.79	\$ 5,260,617.05	24%
Budgeted Revenue Over/(Under) Expenses			\$ 1,654,249.47		
Cash Balance as of Dec 31, 2025			\$ 3,833,392.88		
		Restricted	\$ 3,457,954.90	(50% Reserves)	
		Committed	\$ 285,747.70	(Amt Budgeted exp greater than revenues)	
		Unassigned	\$ 89,690.28		
<u>507 Airport</u>	Beginning Cash Balance	\$ 240,785.41			
Revenues		\$ 1,631,318.74	\$ 2,681,531.00	\$ 1,050,212.26	61%
Transfers In		\$ -	\$ 305,000.00	\$ 305,000.00	0%
Total Revenues		\$ 1,631,318.74	\$ 2,986,531.00	\$ 1,355,212.26	55%
Expenditures		\$ 367,737.59	\$ 761,599.04	\$ 393,861.45	48%
Transfers Out		\$ -	\$ 1,746,092.00	\$ 1,746,092.00	0%
Total Expenditures		\$ 367,737.59	\$ 2,507,691.04	\$ 2,139,953.45	15%
Budgeted Revenue Over/(Under) Expenses			\$ 1,263,581.15		
Cash Balance as of Dec 31, 2025			\$ 1,504,366.56		
		Restricted	\$ 752,183.28	(50% Reserves)	
<u>510 Cemetary Fund</u>	Beginning Cash Balance	\$ 792,180.02			
Revenues		\$ 54,744.88	\$ 95,450.00	\$ 40,705.12	57%
Transfers In		\$ -	\$ -	\$ -	0%
Total Revenues		\$ 54,744.88	\$ 95,450.00	\$ 40,705.12	57%
Expenditures		\$ 21,260.04	\$ 125,510.89	\$ 104,250.85	17%
Transfers Out		\$ -	\$ -	\$ -	#DIV/0!

City of Artesia
Enterprise Funds
Ending Dec 31, 2025

Fund	6 Months Ended 12/31/25	2025-2026 Amended Budget	2025-2026 Remaining Budget	% of Budget Received/Expended (Benchmark 50%)
Total Expenditures	\$ 21,260.04	\$ 125,510.89	\$ 104,250.85	17%
Budgeted Revenue Over/(Under) Expenses		\$ 33,484.84		
Cash Balance as of Dec 31, 2025		\$ 825,664.86		
	Restricted	\$ 412,832.43	(50% Reserves)	

City of Artesia
Enterprise Funds
Ending Dec 31, 2025

Fund	6 Months Ended 12/31/25	2025-2026 Amended Budget	2025-2026 Remaining Budget	% of Budget Received/Expended (Benchmark 50%)
520 Waste Water Imp	Beginning Cash Balance	\$ 2,742,823.68		
Revenues	\$ 56,337.13	\$ 32,000.00	\$ (24,337.13)	176%
Transfers In	\$ -	\$ -	\$ -	0%
Total Revenues	\$ 56,337.13	\$ 32,000.00	\$ (24,337.13)	176%
Expenditures	\$ -	\$ -	\$ -	0%
Transfers Out	\$ -	\$ -	\$ -	#DIV/0!
Total Expenditures	\$ -	\$ -	\$ -	#DIV/0!
Budgeted Revenue Over/(Under) Expenses		\$ 56,337.13		
Cash Balance as of Dec 31, 2025		\$ 2,799,160.81		
	Restricted	\$ -		
	Committed	\$ -	(Amt Budgeted exp greater than revenues)	
	Unassigned	\$ 2,799,160.81		
550 MGRT Infrastructure	Beginning Cash Balance	\$ 6,390,821.90		
Revenues	\$ 182,530.23	\$ 61,000.00	\$ (121,530.23)	299%
Transfers In	\$ 2,078,801.00	\$ 3,281,520.00	\$ 1,202,719.00	63%
Total Revenues	\$ 2,261,331.23	\$ 3,342,520.00	\$ 1,081,188.77	68%
Expenditures	\$ 6,965.20	\$ -	\$ (6,965.20)	0%
Transfers Out	\$ -	\$ 7,853,684.47	\$ 7,853,684.47	0%
Total Expenditures	\$ 6,965.20	\$ 7,853,684.47	\$ 7,846,719.27	0%
Budgeted Revenue Over/(Under) Expenses		\$ 2,254,366.03		
Cash Balance as of Dec 31, 2025		\$ 8,645,187.93		
	Restricted			
	Committed	\$ 4,511,164.47	(Amt Budgeted exp greater than revenues)	
	Unassigned	\$ 4,134,023.46		
560 MGRT Econ Dev	Beginning Cash Balance	\$ 1,892,871.48		
Revenues	\$ 23,983.03	\$ 10,000.00	\$ (13,983.03)	240%
Transfers In	\$ 294,343.52	\$ 464,640.00	\$ 170,296.48	63%
Total Revenues	\$ 318,326.55	\$ 474,640.00	\$ 156,313.45	67%

City of Artesia
Enterprise Funds
Ending Dec 31, 2025

Fund	6 Months Ended 12/31/25	2025-2026 Amended Budget	2025-2026 Remaining Budget	% of Budget Received/Expended (Benchmark 50%)
Expenditures	\$ -	\$ 150,000.00	\$ 150,000.00	0%
Transfers Out	\$ -	\$ -	\$ -	#DIV/0!
Total Expenditures	\$ -	\$ 150,000.00	\$ 150,000.00	0%
Budgeted Revenue Over/(Under) Expenses		\$ 318,326.55		
Cash Balance as of Dec 31, 2025		\$ 2,211,198.03		
		Restricted \$ -		
		Committed \$ (324,640.00)		(Amt Budgeted exp greater than revenues)
		Unassigned \$ 2,535,838.03		

RESOLUTION NO. 1935
A RESOLUTION ADOPTING AN OPEN MEETINGS RESOLUTION AND
RESCINDING RESOLUTION 1893

WHEREAS, the intention of this resolution is to establish reasonable notice to the public of all public meetings of the City Council of the City of Artesia, New Mexico (herein "Council ") as required by the Open Meetings Act, Sections 10 -15 -1 to 10 -15 -4, N.M.S.A. 1978: and to establish rules of procedure for the Council; and

WHEREAS, notice of a public meeting to determine what constitutes reasonable notice of all public meetings of the City Council was duly published in the Artesia Daily Press, and the meeting was thereafter held and at such meeting it was determined that the notice prescribed in this resolution shall constitute reasonable notice when applied to public meetings of the City Council of the City of Artesia, New Mexico.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARTESIA, NEW MEXICO:

Section 1. NOTICE FOR THIS RESOLUTION.

The Council hereby declares and determines that the notice heretofore given for the public meeting at which this resolution is adopted (as recited in preambles hereof) constitutes reasonable notice in compliance with the Open Meetings Act, Section 10 -15 -1 to 10 -15 -4, N.M.S.A. 1978; and all such action preliminary to and in the giving of such notice and in the adoption of this resolution is ratified, approved and confirmed.

Section 2. MEETINGS.

A. Regular meetings of the Council shall be held on the second and fourth Tuesdays of every month, except December, at the hour of 5:00 P.M. at the Council Chambers of City Hall, 511 W. Texas Avenue, New Mexico. In December there shall be one regular meeting with the date determined and announced at an open meeting.

B. The agenda contains a list of specific items of business to be discussed or transacted at the meeting. Except in the case of an emergency, the agenda shall be available to the public at least seventy -two (72) hours prior to the meeting. Except for emergency matters, a public body shall take action only on items appearing on the agenda. For purposes of this subsection, an " emergency" refers to unforeseen circumstances that, if not addressed immediately by the public body, will likely result in injury or damage to persons or property or substantial financial loss to the public body.

The agenda for such meetings shall be as follows:

- 1) Determination as to whether quorum present
- 2) Invocation and pledge of allegiance
- 3) New Requests for City Facilities
- 4) City Departments and Employees
- 5) Special Reports
- 6) Period for Hearing Visitors

- 7) Approval of Consent Agenda
- 8) Public Hearings - -including consideration of final passage of any ordinance for which proper notice has been published
- 9) Comments from Public Officials and Contracted Services
- 10) Committee reports, in the following order:
 - a. Budget and Finance
 - b. Personnel
 - c. Police and Fire
 - d. Safety
 - e. Recreation
 - f. Infrastructure/Planning (Streets, Garage, Cemetery, Parks, Water, Wastewater, Solid Waste, Facility Maintenance, Project Management, Code Enforcement,

Permits and Inspections)

- g. Government
- 11) Personnel
- 12) Public Safety
 - a) Police Department
 - b) Fire Department
- 13) Infrastructure
 - a) Community Development
 - b) Infrastructure
- 14) City Attorney
- 15) City Clerk
- 16) City Administrator
- 17) Mayor
- 18) New or other business from Councilors
- 19) Adjournment

C. The public may obtain a copy of the agenda at City Hall, 511 W. Texas Avenue, Artesia, New Mexico. A copy of the agenda will be posted at City Hall no later than 5:00 p.m. on the Friday prior to the meeting.

D. Special meetings of the Council shall be held at the call of the Mayor or a majority of the governing body as outlined in Section 3-12 -3(D), N.M.S.A. 1978, provided that published notice is given as provided in Section 3 of this Resolution. No business shall be transacted at a special meeting except the business mentioned in the public notice.

E. Emergency meetings of the Council may be held at the call of the Mayor (or in the absence of the Mayor or in the incapacity of the Mayor, any Councilman) to consider any matter endangering the health, safety or welfare of the City of Artesia.

F. RULES. The rules governing the procedures of the meetings held by the governing body are those as outlined in "Governing Body Rules of Procedure" adopted by Resolution No. 884 on October 27, 1998. The authority to adopt the rules and procedures used by the governing body is Section 3-12-3 A (5), N.M.S.A. 1978.

G. Remote Participation: The public body's voting members are expected to attend all meetings in person. Remote participation is strongly disfavored and will be allowed only for special and emergency meetings on an exceptional, case-by-case basis when in-person attendance is impracticable in accordance with Section 10-15-1 C.

Section 3. NOTICE.

The Council hereby declares and determines that, until such time as this Resolution is appropriately amended or repealed, the following shall constitute reasonable notice as required by the Open Meetings Act, Sections 10 -15 -1 to 10 -15 -4, N.M.S.A. 1978:

A. Notice of regular meetings of the City Council may be given:

- 1) By publication in a newspaper of general circulation in the City at least seventy -two (72) hours prior to such meeting; or
- 2) By publication made one time for the entire year which shall be sufficient published notice for regular Council meetings for the remainder of calendar year and until the next annual determination of reasonable notice requirements: or
- 3) By posting a conspicuous written notice in the office of the City Clerk at seventy -two (72) hours prior to such meeting.

B. Notice of a special meeting may be given:

- 1) By publication in a newspaper of general circulation in the City at least seventy -two (72) hours prior to such meeting, said notice to state the date, time and place of said special meeting the general nature of the business to be transacted therein.
- 2) By posting a conspicuous written notice in the office of the City Clerk at seventy -two (72) hours prior to such meeting.
- 3) By broadcasting said notice through a local radio station at least seventy -two (72) hours prior to such meeting.

C. Notice of emergency meetings only may be made at least two hours prior to the scheduled commencement of such emergency meeting.

- 1) By oral notice to a representative of a newspaper of general circulation in the City;
- 2) By oral notice to a representative of at least one local radio station; or
- 3) By any other notice which is practicable under the circumstances.

Section 4. SUBSTANTIAL COMPLIANCE -ADDITIONAL NOTICE.

Substantial compliance with any of the applicable foregoing methods of giving of notice shall constitute compliance with this Resolution and with the Open Meetings Act, Section 10 -15 -1 to 10 -15 -4, N.M.S.A. 1978. Nothing herein shall prevent the use of additional means or methods of giving notice of regular or special meetings; and nothing herein shall require new notice for any public meeting for which notice has been given pursuant to this Resolution and which is recessed or adjourned except an oral announcement of the time and place which shall be made by the presiding officer before such meeting is recessed or adjourned. The City Clerk or anyone designated by such Clerk is hereby authorized to give any such foregoing notice, and also any additional notice of regular, special or emergency meetings as such City Clerk or designate, in their sole discretion, may consider to be appropriate.

Section 5. SEVERABILITY.

If any section, paragraph, clause or provision of this Resolution shall be for any reason held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution or its application to the situations.

Section 6. REPEALER.

All orders and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any order or resolution, or part thereof, heretofore repealed.

Section 7. STRICTER REQUIREMENTS.

Nothing contained herein shall relieve any stricter requirements for notice imposed by law for the consideration of particular matters, such as the requirement for prior publication of notice for hearings, zoning changes, consideration of ordinance, and the like.

Section 8. EFFECTIVE DATE.

This Resolution shall become effective immediately upon passage and approval.

BE IT FURTHER RESOLVED THE RESOLUTION 1847 ADOPTED ON THE 9TH DAY OF January 2024 be hereby rescinded.

PASSED, ADOPTED, SIGNED AND APPROVED this 13th day of January 2026.

Jonathan Henry, Mayor

ATTEST:

Summer Valverde, City Clerk-Treasurer

RESOLUTION 1936

**A RESOLUTION PROVIDING FOR BUDGET ADJUSTMENTS TO THE 2025-2026
BUDGET**

WHEREAS, the Governing Body wishes to adjust the 25-26 budget, and

WHEREAS, there are sufficient reserves,

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY of the City of Artesia that there are adjustments to the 2025-2026 budget that need to be made as listed in Exhibit A

NOW BE IT ALSO RESOLVED to submit the budget adjustments to DFA for inclusion in the 2025-2026 budget.

PASSED, ADOPTED, and APPROVED this 13th day of January 2026.

Jonathon Henry, Mayor

ATTEST:

Summer Valverde, City Clerk/Treasurer

**Budget Adjustments Resolution
Exhibit A**

Revenues:

560-00-36040 COUNTY PARTICIPATION HOUSING INCENTIVE	500,000.00	Housing incentive, infrastructure development
300-00-33410 INTERGOVERNMENTAL REV - COUNTY CAPITAL CONT	4,000,000.00	
300-00-33415 INTERGOVERNMENTAL REV - COUNTY - INFRA PROJECTS	2,000,000.00	

Total 6,500,000.00

Expenditures:

560-00-46902 HOUSING INCENTIVE PROGRAM	500,000.00	County participation
300-00-47210 INFRASTRUCTURE CONSTRUCTION (CP)	4,000,000.00	
300-00-47110 LAND PURCHASE (COUNTY PARTICIPATION)	2,000,000.00	
101-21-41020 SALARIES	41,750.00	1 FTE - Fac Maint Tech
101-21-42010 FICA TAXES	2,588.23	1 FTE - Fac Maint Tech
101-21-42020 MEDICARE TAXES	605.31	1 FTE - Fac Maint Tech
101-21-42030 RETIREMENT CONTRIBUTIONS	7,656.14	1 FTE - Fac Maint Tech
101-21-42050 INSURANCE BENEFITS	28,900.00	1 FTE - Fac Maint Tech
101-13-41020 SALARIES	49,750.00	1 FTE - Mechanic
101-13-42010 FICA TAXES	3,083.43	1 FTE - Mechanic
101-13-42020 MEDICARE TAXES	877.35	1 FTE - Mechanic
101-13-42030 RETIREMENT CONTRIBUTIONS	11,097.02	1 FTE - Mechanic
101-13-42050 INSURANCE BENEFITS	28,900.00	1 FTE - Mechanic
300-00-48370 TRASH TRUCK	250,000.00	
300-00-48409 FAC MAINT TRUCK	65,000.00	
300-00-48603 INFRASTRUCTURE TRUCK	52,000.00	REPLACE TOTALLED TRUCK
217-99-41020 SALARIES	222,847.00	REC CENTER START UP EXPENSES
217-99-45900 OTHER CONTRACTUAL SERVICES	109,000.00	REC CENTER START UP EXPENSES
217-99-47082 ADVERTISING AND PROMOTION	90,000.00	REC CENTER START UP EXPENSES
217-99-46010 SUPPLIES	158,462.00	REC CENTER START UP EXPENSES
101-14-46999 ELECTION	9,000.00	ELECTION BOARD EARLY VOTING, POSTAGE RETURN BALLOT ABSENTEE, BOD COSTS
300-00-48543 MURAL EAGLE DRAW	40,000.00	COMPLETE MURAL EAGLE DRAW
101-18-45905 IT EXPENSES	250,000.00	
505-00-45090 PROFESSIONAL SERVICES	45,000.00	ENGINEERING LEGENDS DEVELOPMENT

Total 7,966,516.48

Transfers:

217-00-51110 TSF FROM GENERAL FUND	580,309.00
101-00-52180 TRANSFER TO REC/AQUATIC CNTR	(580,309.00)

Total -